NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION
Wednesday, May 28, 2025 at 9:00 AM
Waller County Joe Kuciemba Annex, 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 Joe Kuciemba Annex
425 FM 1488
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 Auditor to approve official documents and all Monthly Reports.

6. Request by County Auditor to approve the 2025 Interlocal Agreement with Grimes County for the Cost Sharing of the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter.

7. Request by the County Auditor to spread upon the minutes the certification of the Juvenile Probation Department, TJJD S&E grant award, in the amount of $14,848.00 and amend the 2024-2025 grant budget, 2025-01 (JP).

8. Request by County Engineer to approve the Final Plat of Sunterra Lakes Section 3 and accept the Construction Bond in Precinct 3.

9. Request by County Engineer to approve the Final Plat of Sunterra Lakes Section 4 and accept the Construction Bond in Precinct 3.

10. Request by County Engineer to approve the Final Plat of Sunterra Lakes Section 5 and accept the Construction Bond in Precinct 3.

11. Request by County Engineer to approve the Final Plat of Sunterra Lakes Detention Reserves and Street Dedication and accept the Construction Bond in Precinct 3.

12. Request by County Engineer to accept a Formal Utility Notice for Anserra Trail from Centerpoint Energy for 2 (two) perpendicular Gas Line Crossings at 4000 Anserra Trail in Precinct 4.

13. Request by County Engineer to accept a Formal Utility Notice for PS Light Wave to place 200' HDPE Conduit crossing Clay Road and (12) Utility Poles placed within (3) feet of the edge of the right-of-way of Schlipf Road, Morton Road and Franz Road in Precinct 4.

14. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on July 9, 2025 Replat of Totoia Garcia No.1 Warehouse. The amendment will replat Lot E/2 of Block 9 into two Lots, with one Lot having access right-of-way via 25 -foot access easement by Owner Goosby Real Estate Investments LLC.

15. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for two consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on June 25, 2025 to amend the Major Thoroughfare Plan/Map for Sunterra Lakes North by Christian Walker.

16. Request to approve the renomination of John Kremmer at the primary and Randy Loewe as the alternate for the HGAC Criminal Justice Advisory Committee for Waller County.

17. Spread upon the minutes the Waller County Sheriff's Office Chapter 59 Seizure Fund 2025 Budget.

18. Spread upon the minutes the Waller County Sheriff's Office Federal Forfeiture (Equitable Sharing) Fund 2025 Budget.

Requests to approve payments

19. Request by County Tax Assessor-Collector to approve refunds in excess of $500.00 in accordance with Article 31.11 State Property Tax Code.

20. $5,000.00 for Invoice #3282 to TAG Houston Region from line item 125-411-562300 [County Organizational Dues].

21. $8,650.00 to Fort Bend Medical Examiner for Invoice #1495 from line item 125-423-540702 [Autopsy].

22. $1,125.00 for Invoice dated May 12, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

23. $3,369.56 for Invoice #2949219 to Liberty Tire Services, LLC to be paid from line item 326-527-540800 [Professional & Contracts].

24. $329.96 for Invoice #2968429 to Liberty Tire Services, LLC to be paid from line item 326-527-540800 [Professional & Contracts].

25. Approve payment of $1,952.50 for Project #2021-2347-12, appraisal reports for 3 tracts of land, to Deal Sikes for professional services rendered through February 28, 2025. Funding to be paid from line item 125-600-571500.

26. Approve payment of invoices 3526300, 3544457, 3559478, 3596496, 3596497, 3610693, 3610694, 3652962, 3652963, 3667262, 3679501, 3679502, in the total amount of $28,303.00, to Husch Blackwell for professional services rendered through January 31, 2025. Funding to be paid from line item 605-605-545405 (Mobility Bond).

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

ECONOMIC DEVELOPMENT

28. Approve nine tax abatement agreements between Waller County, Texas, and Urban Twinwood II, LP. Urban Twinwood II, LP owns the property that is subject to the tax abatement agreements, and is the applicant for the tax abatement agreements. The property is located in Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12, in the area commonly referred to as Discovery Hills Commerce Center, and is generally located south of Twinwood Parkway, west of Woods Road, east of FM 359, and north of the Waller and Fort Bend County line. Urban Twinwood II, LP will improve the land by building the following Spec Buildings:

    (a) Building 1, an approximately 46,800 square foot commercial facility with an estimated cost of approximately $3,565.224.00.

    (b) Building 2, an approximately 31,200 square foot commercial facility with an estimated cost of approximately $2,376,816.00.

    (c) Building 3, an approximately 40,560 square foot commercial facility with an estimated cost of approximately $3,089,861.00.

    (d) Building 4, an approximately 54,080 square foot commercial facility with an estimated cost of approximately $4,119,814.00.

    (e) Building 5, an approximately 54,080 square foot commercial facility with an estimated cost of approximately $4,119,814.00.

    (f) Building 6, an approximately 54,600 square foot commercial facility with an estimated cost of approximately $4,157,354.00.

(g) Building 7, an approximately 33,280 square foot commercial facility with an estimated cost of approximately $2,535,270.00.

(h) Building 8, an approximately 46,800 square foot commercial facility with an estimated cost of approximately $3,565.224.00.

(i) Building 9, an approximately 28,080 square foot commercial facility with an estimated cost of approximately $2,139,134.00.

SHERIFF

29. Approve changes to the Towing Ordinance impacting applications fees, permitting, ID card and chip fees, replacement fees.

GRANT MANAGER

30. Approve to ratify the 2025 Tomball Health Coalition/Tri County Health Alliance Grant application submitted by the Waller County Fire Marshal's Office and Office of Homeland Security & Emergency Management.

31. Approve acceptance of $12,000 in grant monies from the Tomball Health Coalition pursuant to the 2025 Tomball Health Coalition/Tri County Health Alliance grant solicitation.

COUNTY ENGINEER

32. Approve agreement for professional engineering services with Gannet Flemming, for a total contract amount not to exceed $3,466,524.82 for the Morton Road Mobility Bond Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

33. Approve agreement for professional engineering services with Gradient Group, LLC, for a total contract amount not to exceed $840,458.35 for the Cochran Road Mobility Bond Project in Precinct 3. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

COMMISSIONER, PRECINCT 3

34. Approve the Waller County Seasoned Adults Calendar Events and waive the cost for the Community Center for the morning time slot for the following dates:

    August 1st, 8th, 18th, 25th, & 29th,

    September 8th, 15th, & 26th,

    October 6th & 13th, and

    November 10th.

PROCUREMENT DIRECTOR

35. Approve Amendment to Agreement with DRC Emergency Services LLC, pursuant to RFP 23-03-014 for renewal of debris removal services for the term ending May 9, 2026.

36. Approve Amendment to Agreement with Thompson Consulting Services, LLC, pursuant to RFP 240417-30 for renewal of all hazards preparedness, planning, consulting, and recovery services for the term ending June 3, 2026.

37. Approve contract renewal with Xerox, utilitzing Omnia Partners Contract #R191104 for renewal of copier and maintenance located at the Annex Building in Precinct 4 for County Clerk in the monthly amount of $193.67. Funds to be paid from line item 125-403-581813 [Copier/Printer].

38. Approve contract renewal with Xerox, utilizing Omnia Partners Contract #R191104 for renewal of copier and maintenance for Environmental in the monthly amount of $201.49. Funds to be paid from line item 125-443-581813 [Copier/Printer].

39. Approved Agreement with Enterprise Fleet Management, pursuant to Sourcewell Contract #030122-EFM for Environmental vehicle leases. Funds to be paid from line item 125-443-587523 [Fleet Management Lease Payment]

MISCELLANEOUS

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 – MAY 14, 2025

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 14th day of May 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

DRAFT

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:01 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
Justin Beckendorff, Commissioner Precinct 4
Debbie Hollan, County Clerk

Absent: Kendric D. Jones, Commissioner Precinct 3

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

Commissioner Smith made motion to approve agenda, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

PUBLIC COMMENT

1. Carolyn Miedke – Danny Rothe – Director of Facilities

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 – April 30, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer for approval of Monthly Report.
6. Request by County Treasurer for approval of Election Payroll Disbursements.

7. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.
8. Request by County Engineer to place Grange Section 1 Paving Improvements on Bartlett Road into the developer's one-year maintenance period, effective February 10, 2025, and reduce the maintenance bond.
9. Request by County Engineer to place roads in Grange Section 2 into the developer's one-year maintenance period, effective March 27, 2025, and reduce the maintenance bond.
10. Request by County Engineer to place roads in Grange Section 3 into the developer's one-year maintenance period, effective March 12, 2025, and reduce the maintenance bond.
11. Request by County Engineer to place roads in Grange Section 4 into the developer's one-year maintenance period, effective March 17, 2025, and reduce the maintenance bond.
12. Request by County Engineer to place Grange Paving Improvements on Bartlett Road into the developer's one-year maintenance period, effective February 10, 2025, and reduce the maintenance bond.
13. Request by County Engineer to place roads in Bartlett Section 4 & 5 into the developer's one-year maintenance period, effective February 10, 2025, and reduce the maintenance bond.
14. Request by County Engineer to place roads in Sunterra Section 47 into the developer's one-year maintenance period, effective March 17, 2025, and reduce the maintenance bond.
15. Request by County Engineer to place roads in Sunterra Section 56 into the developer's one-year maintenance period, effective January 28, 2025, and reduce the maintenance bond.
16. Request by County Engineer to place roads in Sunterra Section 69 into the developer's one-year maintenance period, effective January 28, 2025, and reduce the maintenance bond.
17. Request by County Engineer to place roads in Sunterra Section 70 into the developer's one-year maintenance period, effective February 27, 2025, and reduce the maintenance bond.
18. Request by County Engineer to place roads in Sunterra Section 73 into the developer's one-year maintenance period, effective February 27, 2025, and the reduce the maintenance bond.
19. Request by County Engineer to place roads in Sunterra Section 74 into the developer's one-year maintenance period, effective March 17, 2025, and reduce the maintenance bond.
20. Request by County Engineer to place roads in Williams Landing into the developer's one-year maintenance period, effective March 20, 2025, and reduce the maintenance bond.

DRAFT

21. Request by County Engineer to approve acceptance of the roads in Tantara Bend Drive Street Dedication and Detention Reserves into county maintenance and release the bond.
22. Request by County Engineer to approve acceptance of the roads in Kingsland Ranch Section 3 into county maintenance and release the bond.
23. Request by County Engineer to approve acceptance of the roads in Kingsland Ranch Section 4 into county maintenance and release the bond.
24. Request by County Enginner to accept a Formal Utility Notice - for Kingsland Blvd. and Jordan Ranch Blvd. from Comcast and American Communications Construction, Inc. for UG Fiber.
25. Request by County Engineer for acceptance of Private Roads in Oak Hill Estates with roads meeting minimum requirements and to be privately maintained.
26. Request by County Engineer to approve the Final Plat of Carona Estates in Precinct 3.
27. Request from County Engineer to declare miscellaneous supplies, vehicles and equipment to be surplus property under Local Government Code 263.152 and auction said items through govdeals.com.
28. Request of a Fixed Asset Transfer of a Bra[illegible] Lathe (Serial # X15-00067) from the Road and Bridge Department to the Sheriff's Depa[illegible]ent.

Requests to approve payments on the following:

29. Request by County Tax Assessor-Collector to approve refunds in excess of $500.00 in accordance with Article 31.11 State Property Tax Code.
30. $12,000.00 for Invoice #10[illegible] Lonestar Land Testing and Consulting to be paid from 604-604-545405 [Professional Services].
31. $2,000.00 to Singleton & Sons Funeral Home, Inc. for Invoice dated April 23, 2025 from line item 125-423-5407[illegible] [Transport to Morgue].
32. $3,093.75 for Invoice #505[illegible] and $4,141.50 for Invoice #50514 for a total of $7,235.25 to LLD Blueline to be paid from the following line items:
    $3,093.75 - 125-600-5454[illegible]2[Professional Services Pct. 2 Annex]
    $4,141.50 - 1[illegible]5-600-545[illegible]03 [Professional Services Pct. 3 Annex].
33. $35.00 for Texas Social Security Program Invoice dated April 22, 2025 from line item 125-411-562300 [County Organizational Dues].
34. $745.00 for Invoice #2591 dated May 1, 2025 to General Site Services to be paid from line item 326-527-540800 [Professional & Contracts].
35. $685.80 for Invoice #6474 dated May 5, 2025 to CompuCycle to be paid from line item 326-527-540800 [Professional & Contracts].
36. Request by County Auditor to Approve and/or Ratify Accounts Payable.

Motion to approve Consent Agenda made by Commissioner Smith, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

DRAFT

PROCLAMATION

37. Approve Proclamation recognizing May as Mental Health Awareness Month, presented by Jessica Burger with Texana.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

    Commissioner Beckendorff made motion to table, seconded by Commissioner Smith.
    Motion carried by 4-0 vote. **Item TABLED.**

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

    (Court reconsiders Agenda Item 37 later in the meeting – page 4)

38. Approve Proclamation declaring May 11th through May 17th, 2025 as National Police Week, and May 15th, 2025 as National Peace Officers Memorial Day in Waller County.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    (Judge Duhon read Proclamation)
    Motion carried by 4-0 vote.

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

PRESENTATION

39. **Presentation** on the Waller Assistance and Restoration Ministries (WARM) by Eric Kulbeck. *No action required.*

Motion to reconsider Agenda Item 37 made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

37. Approve Proclamation recognizing May as Mental Health Awareness Month, presented by Jessica Burger with Texana.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    (Judge Duhon read Proclamation)
    Motion carried by 4-0 vote.

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

EXTENSION OFFICE

40. **Presentation** on the Waller County 4H Barbeque by the Waller County 4H Representatives. *No action required.*
    (Commissioner Beckendorff spoke on behalf of 4H and gave details of the upcoming Barbeque)

SHERIFF

41. Approve contract renewal with Xerox, utilizing Omnia Partners Contract #R191104 for renewal of copiers and maintenance in a monthly amount of $958.74. Funds to be paid in monthly amounts from the following line items:

    $200.01 for EHQ-224543 Admin from 125-516-581813 [Copier/Printer]
    $200.01 for EHQ-224812 CID from 125-516-581813 [Copier/Printer]
    $281.40 for HQ-646714 Training from 125-516-581813 [Copier/Printer]
    $77.31 for 3RB-733304 Patrol Room from 125-516-581813 [Copier/Printer]
    $200.01 for EHQ-224830 Communications from 125-517-581813 [Copier/Printer].

DRAFT

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

GRANT MANAGER

42. Approve to authorize the County Judge to execute the SylogistGov Participating Agency Agreement relative to the Texas SAVNS program.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

43. Authorize the County Grant Manager to submit a FY26 SB 224 Catalytic Converter Grant application to the Motor Vehicle Crime Prevent Authority. *(no backup submitted)*

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

IT DEPARTMENT

44. Approve Agreement Renewal with ICS and payment of $7,320.00 for Invoice #319108 for annual support beginning January 1, 2025 through December 31, 2025. Funds to be paid from line item 125-411-542501 [Telephone/Equip & Svc.].

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

COUNTY ENGINEER

45. Approve payment of $12,736.30 for Invoice #202512649 to LJA Engineering, Inc. for Professional Services rendered March 1, 2025 through March 28, 2025 (9th Invoice). Funds to be paid from line item 605-605-545405 [Prof. Services].

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

46. Approve General Land Plan of Marigold in ~~Precinct 3~~ **Precinct 2**.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Commissioner Beckendorff made motion to amend to Precinct 2, seconded by Commissioner Smith.
Amendment carried by 4-0 vote.

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

Amended Motion carried by 4-0 vote.

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

DRAFT

47. Approve a Variance Request to the Subdivision and Development Regulations regarding Minimum Street Requirements Appendix A - 4.3.5 Centerline radius 300' instead of 650' and 600' radius on 2 designated local street curves for Marigold General Plan in Precinct 3 by Ripley Woodard.
Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

48. Approve Bluebonnet Development Agreement.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Judge Duhon made motion to amend to approve the Bluebonnet Development Agreement subject to an amendment that would allow dedication of the drainage area in the event Morrison is expanded to a curb and gutter, seconded by Commissioner Beckendorff.
Amendment carried by 4-0 vote.

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

Amended Motion carried by 3-1 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Absent*	*Commissioner Beckendorff*	*– No*

DIRECTOR OF POLICY & ADMINISTRATION

49. Discussion on County Assistance Districts.
No action required.

DIRECTOR OF FACILITIES

50. Approve payment of $380,197.67 for Application #34 to SEDALCO from line item 125-600-581620 [Justice Center Modulars].

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

51. Approve payment of $1,434,781.41 for Application #30 to SEDALCO, Inc. to be paid from the following line items:
$33,026.91 604-604-545345 [Professional Services].
$1,401,754.50 604-604-581000 [Bldg Purch, Const, or Improv].

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

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

52. Approve renewal contract and payment of $840.00 to KHR Environmental for maintenance of aerobic septic system for the term June 15, 2025 through June 14, 2026 to be paid from line item 125-442-545400 [Contract Labor].

Motion made by Commissioner Smith, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

DRAFT

MISCELLANEOUS

53. Approve payment of $880.00 for Invoice #6839, $2,440.00 for Invoice #6840, $9,880.00 for Invoice #6841, $2,880.00 for Invoice #6842, $2,160.00 for Invoice #6843, and $1,000.00 for Invoice #6844 for a total of $19,240.00 to The Randle Law Office. Funds to be paid from line item 125-411-540300[Legal].

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    Motion carried by 4-0 vote.

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

54. Approve payment of $346,904.19 to Amazon pursuant to the Chapter 381 Economic Development Incentive Agreement. Funds to be paid from line item 125-411-561315 [Amazon 381 Agreement] as allocated in the 2024 Budget.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    Motion carried by 4-0 vote.

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

55. Approve Order authorizing Memorial Day Fireworks sales.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    Motion carried by 4-0 vote.

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

56. 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.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    Motion carried by 4-0 vote.

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

57. 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 would have a detrimental effect on the position of the County in negotiations with third persons.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
    Motion carried by 4-0 vote.

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

EXECUTIVE SESSION

58. 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.

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

    Court convened to Executive Session at 11:01 a.m.

DRAFT

Court reconvened from Executive Session at 12:11 p.m.

60. ~~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 Smith.
Motion carried by 4-0 vote.

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

Meeting was **ADJOURNED** at 12:12 p.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 28th day of May 2025.

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

DRAFT

MONTHLY REPORT DUE TO COMMISSIONER'S COURT	
DATE: APRIL 2025	
OFFICE	DATE RECEIVED
ANIMAL CONTROL	5/14/25
AUDITOR	5/14/25
CONSTABLE PCT#1	4/30/25
CONSTABLE PCT#2	5/1/25
CONSTABLE PCT#3	5/5/25
CONSTABLE PCT#4	
COUNTY CLERK	5/2/25
DISTRICT CLERK	5/5/25
ENVIRONMENTAL	4/25/25-4/10/25-4/24/25-5/1/25-5/12/25
FIRE MARSHALL	5/7/25
JP#1	4/9/25-5/12/2025
JP#2	4/9/25-4/15/25-4/30/25
JP#3	4/29/25
JP#4	4/10/25-4/25/25-4/30/25
LIBRARY - HEMPSTEAD	5/5/25
LIBRARY- BROOKSHIRE	5/5/25
RECYCLE CENTER	5/2/25
ROAD AND BRIDGE	4/16/25
SHERIFF	5/5/25
TAX OFFICE	5/12/25

STATE OF TEXAS §
§
COUNTY OF WALLER §

INTERLOCAL AGREEMENT BETWEEN WALLER COUNTY AND GRIMES COUNTY

THIS AGREEMENT is made and entered into by and between Waller County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court, hereinafter called "WALLER", and Grimes County, Texas a political subdivision of the State of Texas, acting by and through its Commissioners Court hereinafter called "GRIMES".

WHEREAS, the Texas Legislature has created the 506th District Court for Waller and Grimes Counties; and

WHEREAS, the parties recognize that the creation of the 506th District Court demands their combined efforts to provide salaries, benefits and travel, conferences and related expenses for court personnel and offices; and

WHEREAS, WALLER and GRIMES have determined that it is in the best interest of their citizens and inhabitants, to enter into an Interlocal Agreement in order to provide funding for support of court personnel and offices by authorizing cooperation;

NOW, it is mutually agreed by and between WALLER and GRIMES as follows:

1. The term of this Interlocal Agreement is January 1, 2025, through December 31, 2025.

2. The salaries and benefits for the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter will be paid through WALLER, according to Waller County personnel policies regarding salary and benefits.

3. Travel, conferences, and related expenses for the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter will be paid through WALLER, according to Waller County personnel policies regarding travel, conferences, and related expenses.

4. GRIMES will pay 34.2076% percent (.342076) of the salaries, benefits, and travel, conferences and related expenses for the Court Coordinator, Assistant Court Coordinator, and the Court Reporter, WALLER will pay 65.7924% percent (.657924) of such salaries, benefits, and travel, conferences and related expenses for the Court Coordinator and Court Reporter.

5. GRIMES will remit its share of the salary and benefits for the Court Coordinator, Assistant Court Coordinator, and Court Reporter as invoiced by WALLER.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modifications in writing, signed by both of the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be signed and approved by the proper officer of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on _____, 2025 in duplicate originals by order of Commissioners' Court of Waller County.

COUNTY OF WALLER

By: _____
CARBETT "TREY J. DUHON, III
COUNTY JUDGE

Attest:

_____
DEBBIE HOLLAN, COUNTY CLERK

COUNTY OF GRIMES

By: _____
JOE FAUTH III
COUNTY JUDGE

Attest:

_____
VANESSA BURZYNSKI, COUNTY CLERK

Order to Adopt Juvenile Probation 2024-2025 Grant Budget

Amendment # 2025-01 (JP)
Date Approved Next Juvenile Board Meeting

Under the local government code section 140.004 and Attorney General Opinion JC-0085, the Juvenile Board by order may amend the budget for state or county funds. Therefore, the following budget amendments to the 2024-2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
318-000-423824	TJJD Grant	State Revenue	$ (356,165.00)	$ (14,848.00)	$ (371,013.00)
318-592-540700	"	Court Intake Court Expense	$ 4,575.00	$ 14,848.00	$ 19,423.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Certify the TJJD S&E grant award of $14,847.70 and amend the 2024-2025 grant budget.

Other notes:
Name of State Agency : TJJD
Grant Period: 09-01-2024 to 08-31-2025
Approved by: will be approved at the next Juvenile Board Meeting and spread on the minutes in Commissioners Court on May 28, 2025

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION
Alan Younts

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes Section 3

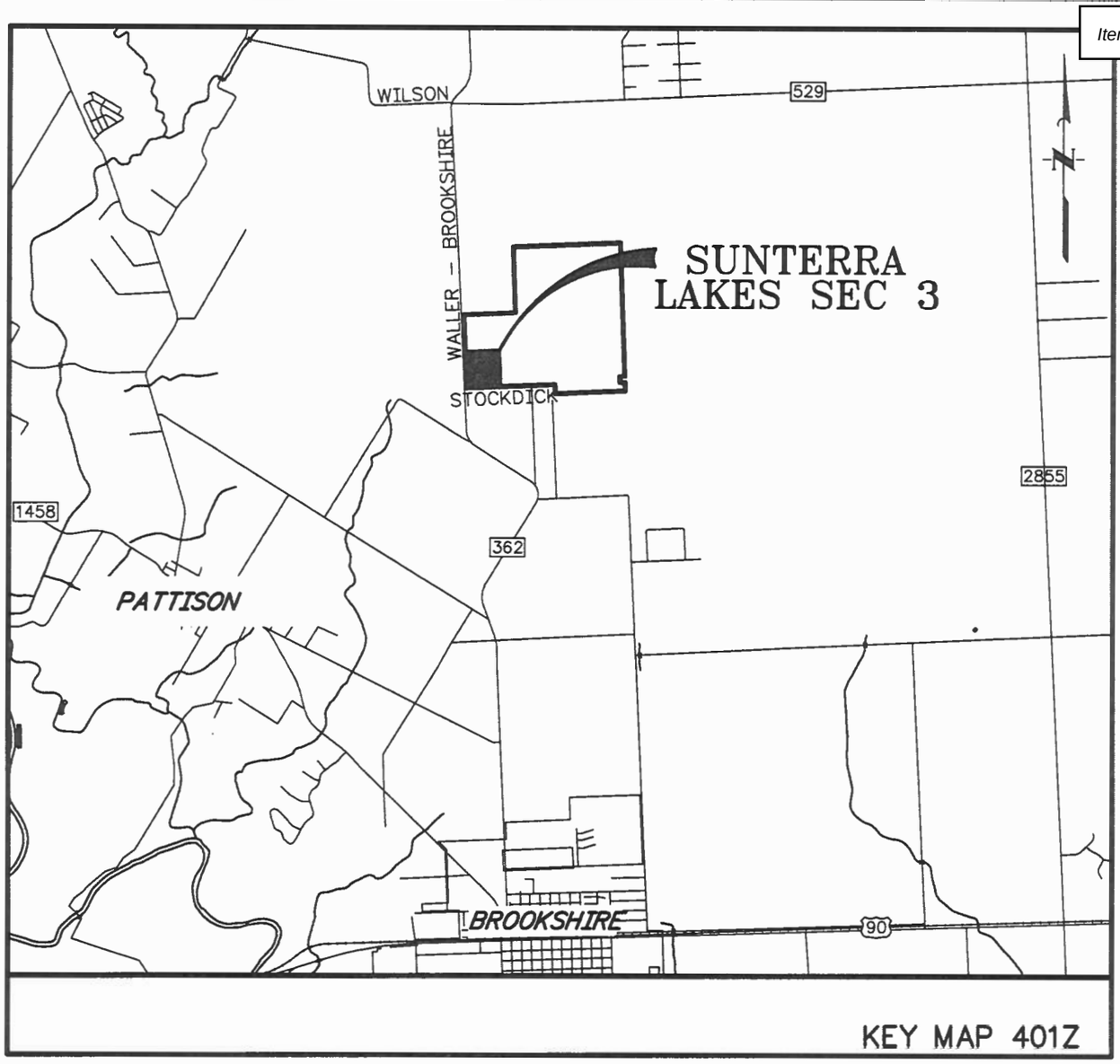
Date: May 28, 2025

Background

Final Plat of Sunterra Lakes Section 3 which consists of 59.25 acres will include 222 Lots, 9 Reserves and 6 Blocks in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



FINAL PLAT OF
SUNTERRA
LAKES
SEC 3

A SUBDIVISION OF 59.25 ACRES OF LAND
OUT OF THE
H. & T. C. RAILROAD COMPANY SURVEY, SECTION 49, A-142
& THE J. G. BENNETT SURVEY, A-288
WALLER COUNTY, TEXAS
222 LOTS 9 RESERVES 6 BLOCKS
MARCH 2025

DATE: MARCH 2025 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

K:\28745\28745-0008-01 Sunterra West Phase I - SF C\2 Design Phase\Planning\SUNTERRA WEST SEC C - PLAT.dwg Apr 24,2025 - 9:29am CKJ

BS

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 59.25 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, and the J. G. Bennett Survey, Abstract 288, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the upper southwest corner of said called 639.96 acre tract, being in the east right-of-way line of F. M. Highway 362 (100-feet wide), same being the northwest corner of an adjoining called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas;

Thence North 02 degrees 09 minutes 47 seconds West along the lower west line of said called 639.96 acre tract, same being the east right-of-way line of F. M. Highway 362 (100-feet wide), 58.05 feet to the southwest corner and Place of Beginning of the herein described tract;

Thence North 02 degrees 09 minutes 47 seconds West along the west line of the herein described tract, same being the lower west line of said called 639.96 acre tract and the east right-of-way line of F. M. Highway 362 (100-feet wide), 1,622.62 feet to the northwest corner of the herein described tract, being a point at the beginning of a curve to the right;

Thence establishing the north line of the herein described tract, crossing said called 639.96 acre tract, with the following courses and distances:

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 54.98 feet, a radius of 35.00 feet, and a chord bearing North 42 degrees 50 minutes 13 seconds East, 49.50 feet;

North 87 degrees 50 minutes 13 seconds East, 697.26 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 47 degrees 09 minutes 47 seconds East, 35.36 feet;

North 87 degrees 50 minutes 13 seconds East, 60.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing North 42 degrees 50 minutes 13 seconds East, 35.36 feet;

North 87 degrees 50 minutes 13 seconds East, 707.65 feet to the northeast corner of the herein described tract;

Thence establishing the east line of the herein described tract with the following courses and distances:

South 02 degrees 05 minutes 44 seconds East, 426.75 feet;

South 08 degrees 19 minutes 58 seconds East, 100.15 feet;

South 02 degrees 00 minutes 01 second East, 1,135.73 feet to the southeast corner of the herein described tract;

Thence South 87 degrees 59 minutes 59 seconds West establishing the south line of the herein described tract, 1,556.95 feet to the Place of Beginning and containing 59.25 acres of land, more or less.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-13290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913.4000
SCALE SCALE NTS			
SHEET 1B OF 1			

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Legend

AC . . . . . "Acre"
BL. . . . . "Building Line"
Esmt . . . . . ."Easement"
C.C.F . . . . . ."County Clerk's File"
"FND" . . . . . ."Found 5/8 " iron rod with cap stamped "Quiddity"
I.R.F . . . . . .:"Found 5/8" iron rod with cap stamped "Quiddity"
No . . . . . "Number"
O.P.R.W.C.T. . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
Sq Ft . . . . . ."Square Feet"
SSE . . . . . ."Sanitary Sewer Easement"
STM SE . . . . . ."Storm Sewer Easement"
UE . . . . . "Utility Easement"
WLE . . . . . ."Waterline Easement"
(1) . . . . . ."Block Number"
● . . . . . .Set 3/4-inch iron rod (with Cap Stamped "Quiddity Eng. Property Corner")
. . . . . Street Name Break

General Notes

1. One-foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single-family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076602100218A, Dated February 27, 2025.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. All coordinates shown are grid based on the Texas Coordinate System, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 0.99989432.
7. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
8. A minimum of ten (10) feet shall be provided between sides of residential dwellings.
9. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
12. No structure in this subdivision shall be occupied until connected to a public sewer system.
13. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0350E, Panel 0375, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance flood plain.
15. 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 county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
16. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court 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 Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county 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. 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 county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Astro Sunterra West, LP, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
17. All pipelines and pipeline easements within the platted area are shown hereon.
18. TBM 555545: Being a 3/4" iron rod with cap marked "Quiddity Eng. Control" located approximately 2,423 feet southeast from a 5/8" Iron Rod with cap marked "Quiddity" found for the lower northwest corner of a called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, also being approximately 1,161 feet southeast from a 5/8" Iron rod with cap marked "Quiddity" found for the lower northeast corner of said called 639.96 acre tract, being also being approximately 2,692 feet northeast from a 1/2" Iron pipe found for the southwest corner of said called 639.96 acre tract.

    Coordinates – N: 13868903.09 E: 2934378.97

    Elevation: 183.86' (NAVD 88)

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2727 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1C OF 1			

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RESTRICTED RESERVE A
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
1.70 AC
73,971 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Drainage and Detention Purposes Only
5.97 AC
259,997 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.09 AC
3,810 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.09 AC
3,810 Sq. Ft.

RESTRICTED RESERVE E
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.12 AC
5,437 Sq. Ft.

RESTRICTED RESERVE F
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.09 AC
4,121 Sq. Ft.

RESTRICTED RESERVE G
Restricted to Drill Site Purposes Only
4.10 AC
178,727 Sq. Ft.

RESTRICTED RESERVE H
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.12 AC
5,385 Sq. Ft.

RESTRICTED RESERVE I
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.37 AC
16,019 Sq. Ft.

RESERVE TOTALS
12.97 AC
564,818 Sq. Ft.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N87°50'13"E	60.00'
L2	S08°19'58"E	100.15'
L3	N02°09'47"W	70.95'
L4	N01°53'51"W	40.00'
L5	S46°56'56"E	15.00'
L6	S87°59'59"W	300.00'
L7	N42°59'59"E	15.00'
L8	N47°00'01"W	15.00'
L9	S87°59'59"W	550.00'
L10	N42°59'59"E	10.00'
L11	S47°00'01"E	10.00'
L12	N87°59'59"E	245.00'
L13	N01°14'23"W	192.50'
L14	N42°59'59"E	5.00'
L15	S87°59'59"W	200.00'
L16	N47°00'01"W	5.00'
L17	S87°59'59"W	162.00'
L18	S41°32'09"W	11.40'
L19	N87°59'59"E	200.00'
L20	S47°16'40"E	12.00'

LINE TABLE

LINE	BEARING	DISTANCE
L21	N02°09'47"W	116.35'
L22	N47°01'49"W	14.17'
L23	S49°24'19"E	72.97'
L24	N02°00'01"W	126.98'
L25	N02°00'01"W	126.98'
L26	S01°59'59"E	426.99'
L27	N02°00'01"W	126.99'
L28	N02°00'01"W	126.99'
L29	S87°26'30"W	615.98'
L30	S02°00'01"E	696.81'
L31	S42°58'46"W	14.11'
L32	S02°09'47"E	116.72'
L33	N88°06'09"E	540.00'
L34	S02°00'01"E	239.14'
L35	S02°00'01"E	388.42'
L36	S02°00'01"E	388.74'
L37	S87°59'59"W	540.00'
L38	S02°00'01"E	477.48'
L39	S02°00'01"E	650.00'

DATE: MARCH 2025
SCALE NTS
SHEET 1D OF 1

FINAL PLAT OF SUNTERRA LAKES SEC 3

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	25.00'	90°00'00"	39.27'	S47°09'47"E	35.36'	24.00'
C2	25.00'	90°00'00"	39.27'	N42°50'13"E	35.36'	25.00'
C3	35.00'	90°00'00"	54.98'	N42°50'13"E	49.50'	35.00'
C4	1,800.00'	00°55'25"	29.01'	N01°42'05"W	29.01'	14.51'
C5	55.00'	90°06'08"	86.49'	S43°03'05"W	77.85'	55.10'
C6	55.00'	90°00'00"	86.39'	S47°00'01"E	77.78'	55.00'
C7	55.00'	90°00'00"	86.39'	N42°59'59"E	77.78'	55.00'
C8	55.00'	90°00'00"	86.39'	S47°00'01"E	77.78'	55.00'
C9	55.00'	90°00'00"	86.39'	S42°59'59"W	77.78'	55.00'
C10	55.00'	90°00'00"	86.39'	S47°00'01"E	77.78'	55.00'
C11	55.00'	90°00'00"	86.39'	N42°59'59"E	77.78'	55.00'
C12	55.00'	90°00'00"	86.39'	N47°00'01"W	77.78'	55.00'
C13	55.00'	90°00'00"	86.39'	S42°59'59"W	77.78'	55.00'
C14	25.00'	89°20'32"	38.98'	N43°25'53"E	35.15'	24.71'
C15	25.00'	38°59'18"	17.01'	S75°04'12"E	16.69'	8.85'
C16	50.00'	162°35'32"	141.89'	S43°07'41"W	98.85'	326.60'
C17	25.00'	36°10'04"	15.78'	N20°05'03"W	15.52'	8.16'
C18	25.00'	38°59'18"	17.01'	N14°52'43"E	16.69'	8.85'
C19	50.00'	162°44'46"	142.02'	S47°00'01"E	98.87'	329.56'
C20	25.00'	38°59'18"	17.01'	S71°07'16"W	16.69'	8.85'
C21	25.00'	38°59'18"	17.01'	N75°07'17"W	16.69'	8.85'
C22	50.00'	162°44'46"	142.02'	N42°59'59"E	98.87'	329.56'
C23	25.00'	38°59'18"	17.01'	S18°52'44"E	16.69'	8.85'
C24	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C25	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C26	25.00'	31°07'22"	13.58'	N08°48'33"E	13.41'	6.96'
C27	50.00'	142°44'29"	124.57'	S47°00'01"E	94.76'	148.32'
C28	25.00'	31°07'22"	13.58'	S77°11'26"W	13.41'	6.96'
C29	25.00'	31°07'22"	13.58'	N81°11'27"W	13.41'	6.96'
C30	50.00'	142°44'29"	124.57'	N42°59'59"E	94.76'	148.32'
C31	25.00'	31°07'22"	13.58'	S12°48'34"E	13.41'	6.96'

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DATE: MARCH 2025

SCALE NTS

SHEET 1E OF 1

FINAL PLAT OF SUNTERRA LAKES SEC 3

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C32	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C33	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'
C34	25.00'	36°11'37"	15.79'	S11°28'04"W	15.53'	8.17'
C35	50.00'	156°03'27"	136.19'	N48°27'51"W	97.83'	235.81'
C36	25.00'	36°11'37"	15.79'	N71°36'14"E	15.53'	8.17'
C37	25.00'	36°39'45"	16.00'	S77°00'16"E	15.73'	8.28'
C38	50.00'	157°12'32"	137.19'	S42°43'20"W	98.03'	248.07'
C39	25.00'	36°39'45"	16.00'	N17°33'03"W	15.73'	8.28'
C40	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C41	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'
C42	25.00'	89°20'32"	38.98'	S43°25'53"W	35.15'	24.71'
C43	25.00'	80°54'55"	35.31'	N51°26'23"W	32.44'	21.32'
C44	70.00'	260°54'55"	318.77'	N38°33'37"E	106.52'	82.08'
C45	25.00'	90°39'28"	39.56'	S46°34'07"E	35.56'	25.29'
C46	25.00'	90°39'28"	39.56'	N46°34'07"W	35.56'	25.29'
C47	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C48	25.00'	35°05'48"	15.31'	S77°53'27"E	15.08'	7.91'
C49	50.00'	153°18'55"	133.79'	S42°59'59"W	97.30'	210.82'
C50	25.00'	35°05'48"	15.31'	N16°06'34"W	15.08'	7.91'
C51	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C52	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'
C53	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C54	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C55	25.00'	35°05'48"	15.31'	S73°53'26"W	15.08'	7.91'
C56	50.00'	153°18'55"	133.79'	S47°00'01"E	97.30'	210.82'
C57	25.00'	35°05'48"	15.31'	N12°06'33"E	15.08'	7.91'
C58	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C59	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C60	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C61	1,800.00'	00°45'38"	23.89'	S01°37'12"E	23.89'	11.95'

DATE: MARCH 2025

SCALE NTS

SHEET 1F OF 1

FINAL PLAT OF
SUNTERRA
LAKES
SEC 3

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

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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, PE,
County Engineer

STATE OF TEXAS §
COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 20__, at o'clock __M in File No. _____ of the Official public Records of Waller County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 20__.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E. Smith, PE, RPLS
Commissioner, Precinct 2

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 7122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1G OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra West, LP, a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 59.25 acre tract described in the above and foregoing map of Sunterra West Sec 3, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on 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 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 declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision Sunterra where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and to hereby make and establish and dedicate to the use of the public utilities forever 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, ect., 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 new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarter (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 driveway 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. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Astro Sunterra West LP., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 21st day of March, 2025

Astro Sunterra West LP
a Delaware Limited Partnership

By: Astro Sunterra West GP L.L.C.
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authorized Signer

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Signer 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of March, 2025

_____
Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
Notary ID #135160965
My Commission Expires
November 6, 2028

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2727 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1H OF 1			

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Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above 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.

No portion 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 #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivison lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E, dated 2/18/2009.



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–138

APPROVED BY THE BOARD OF SUPERVISORS ON 12.23.2024
DATE

PRESIDENT

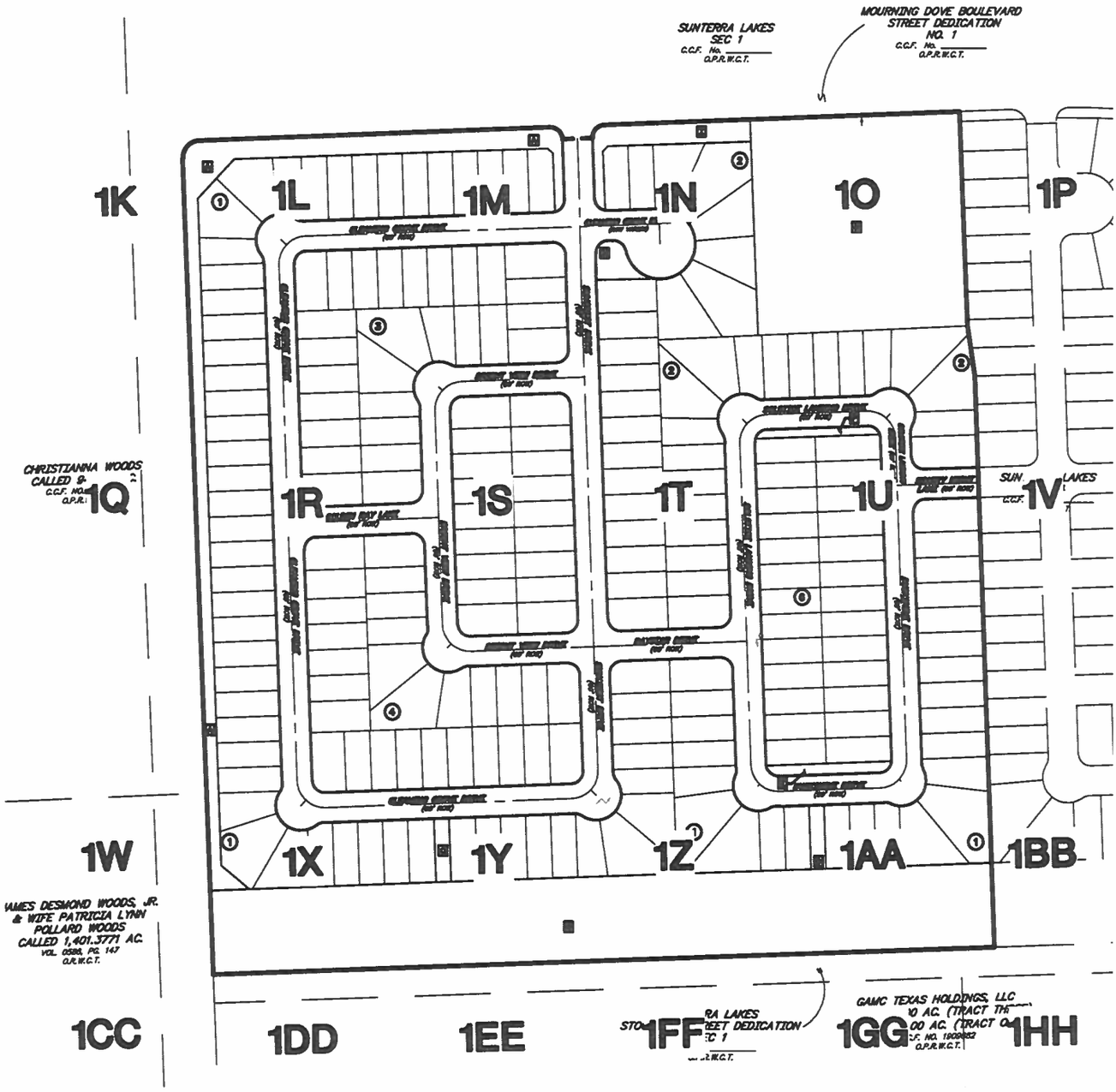
SECRETARY

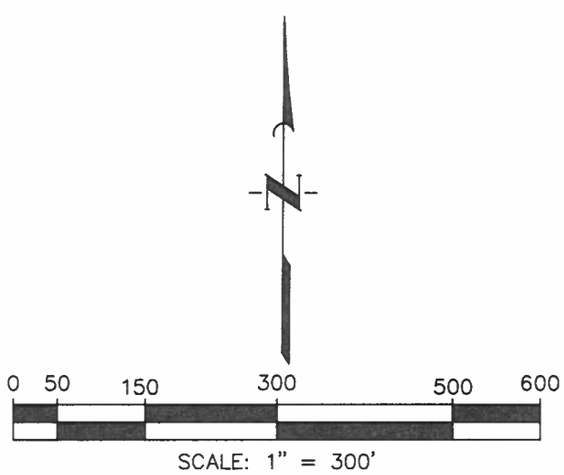
DISTRICT ENGINEER

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.

DATE: FEBRUARY 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1I OF 1			

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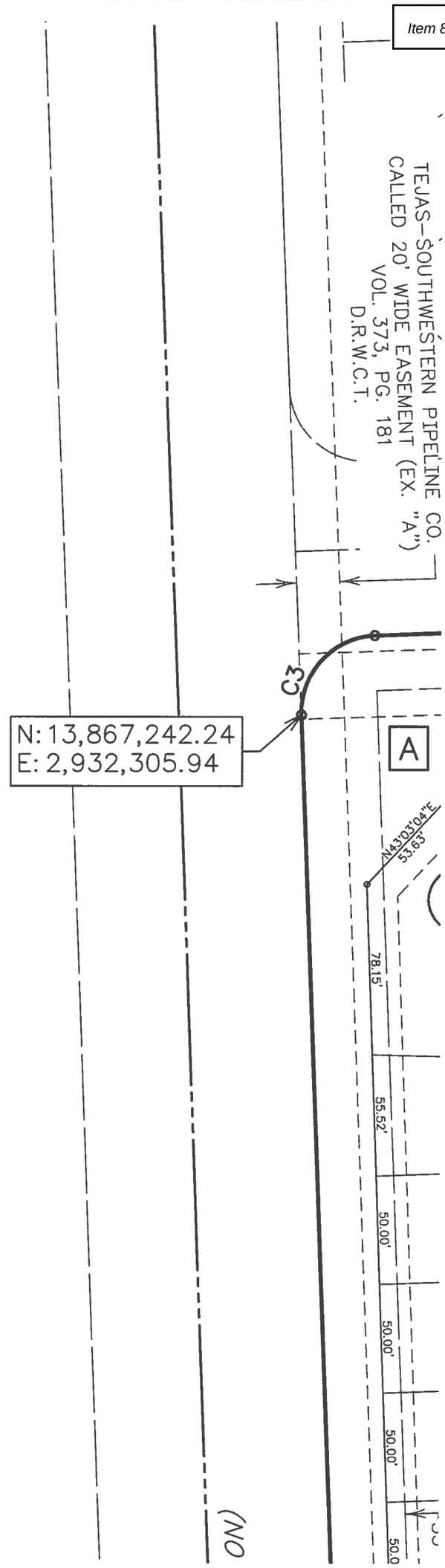


SCALE: 1" = 300'

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23250 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE1"=300			
SHEET 1J OF 1			

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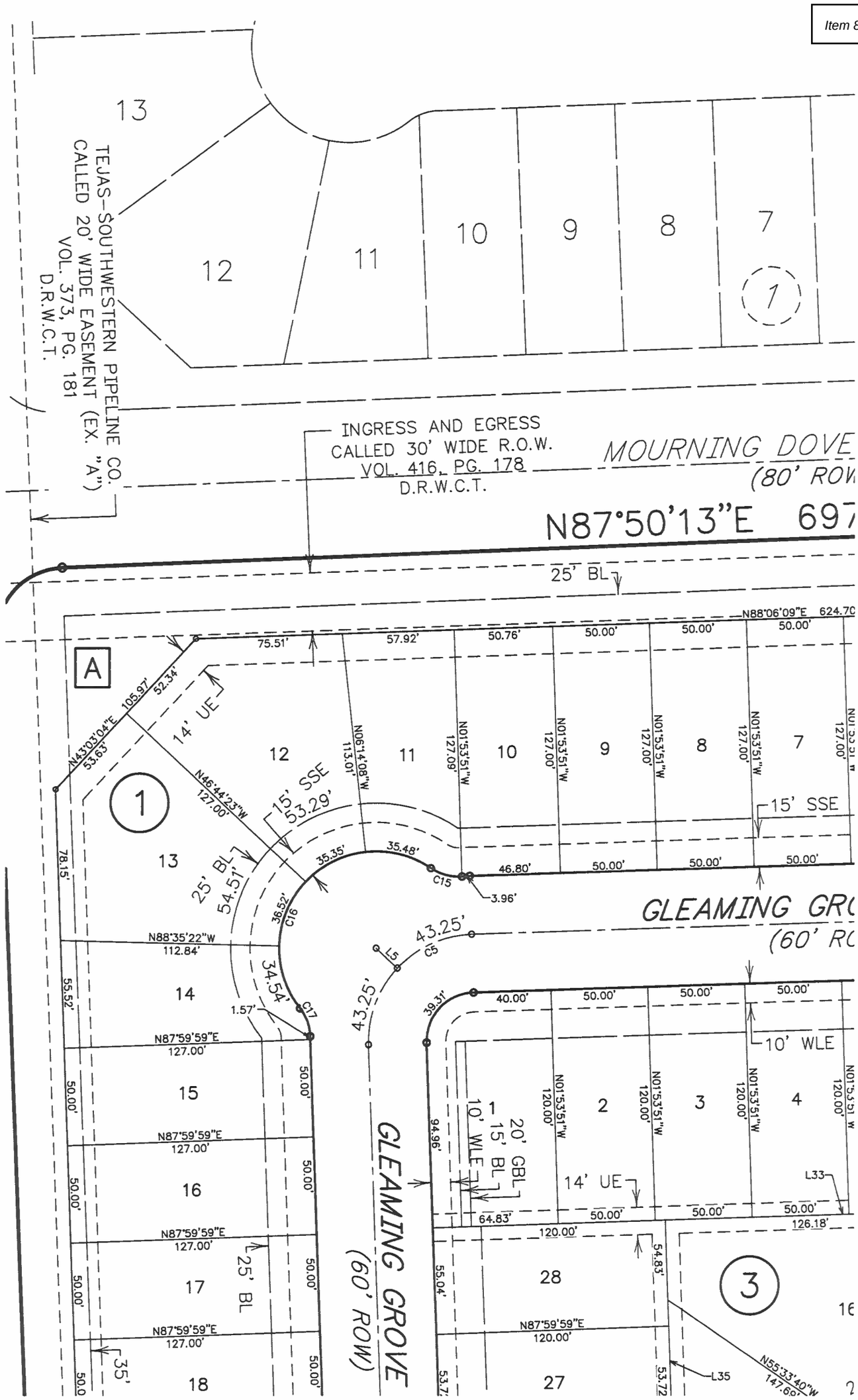
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DATE: MARCH 2025 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

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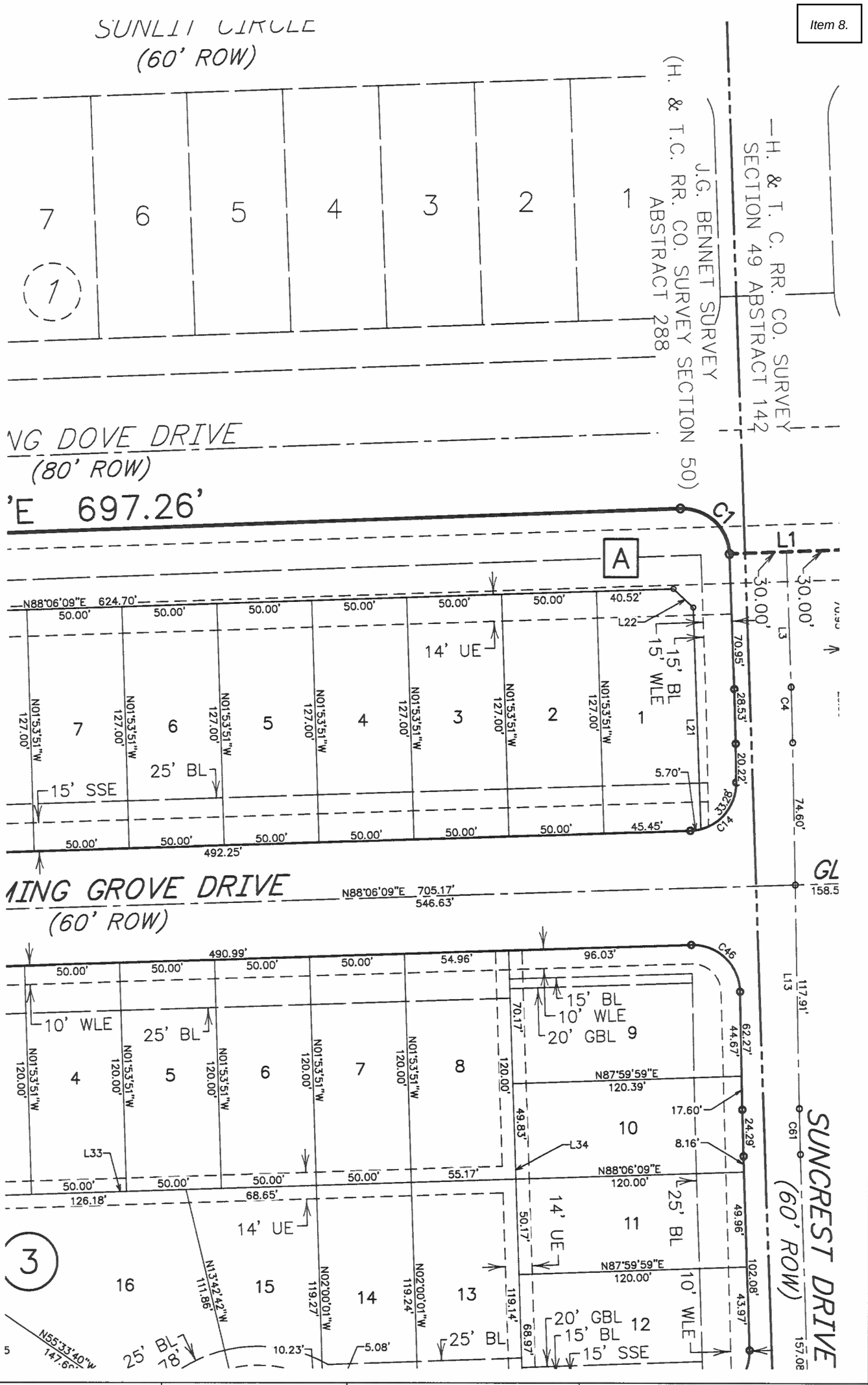
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SCALE 1"=60'			
SHEET 1L OF 1			

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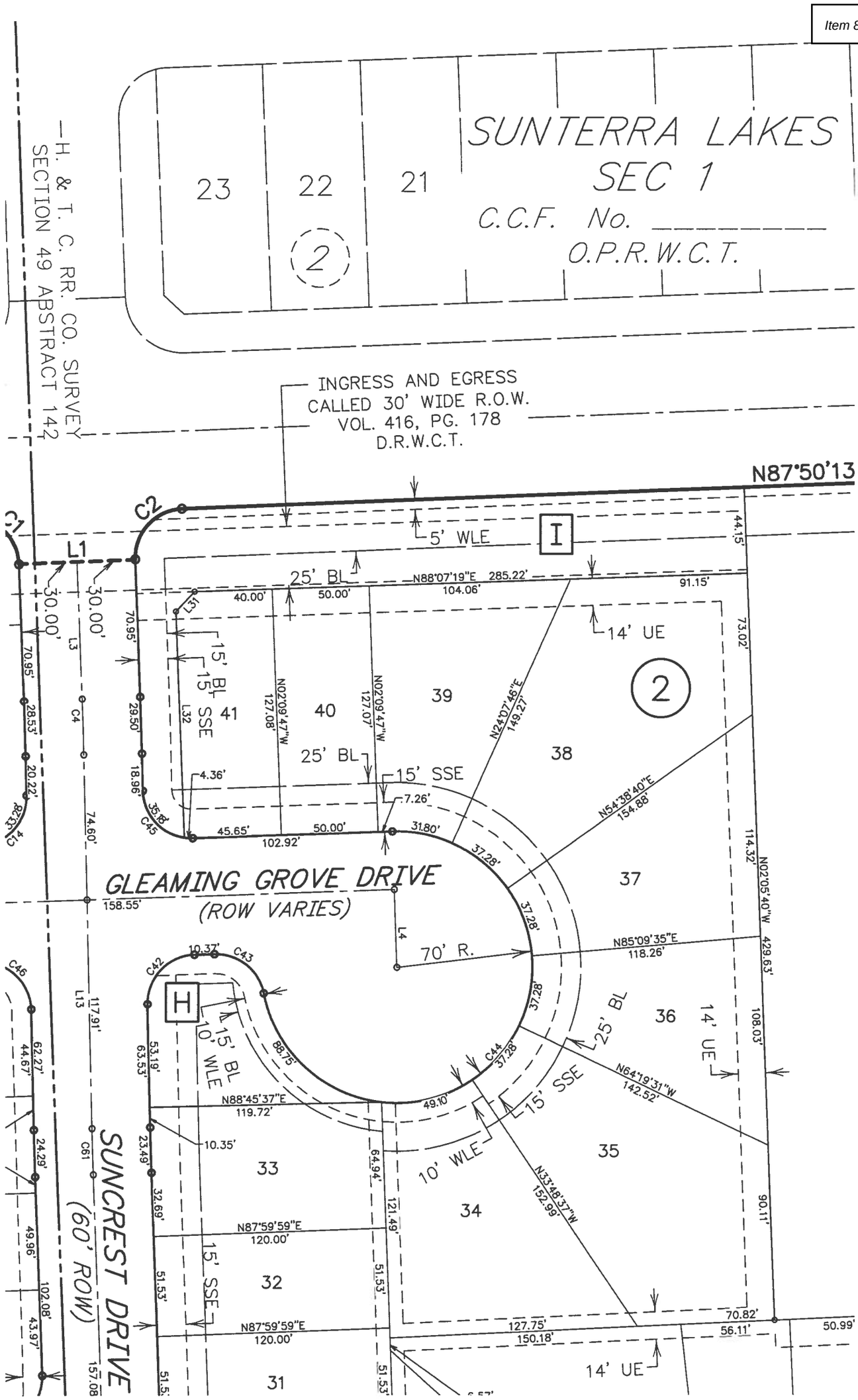
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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1M OF 1			

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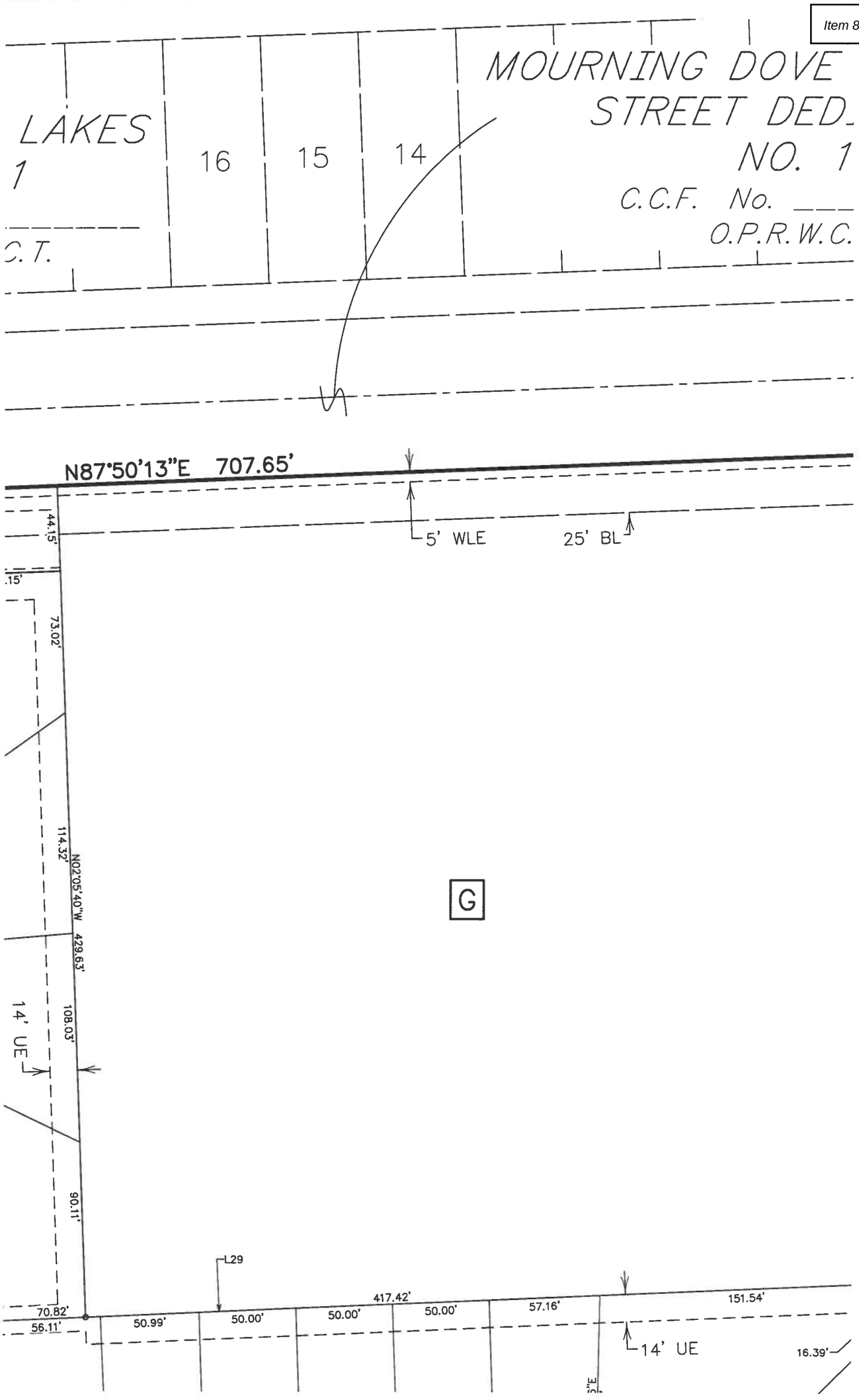
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SCALE 1"=60'			
SHEET 1N OF 1			

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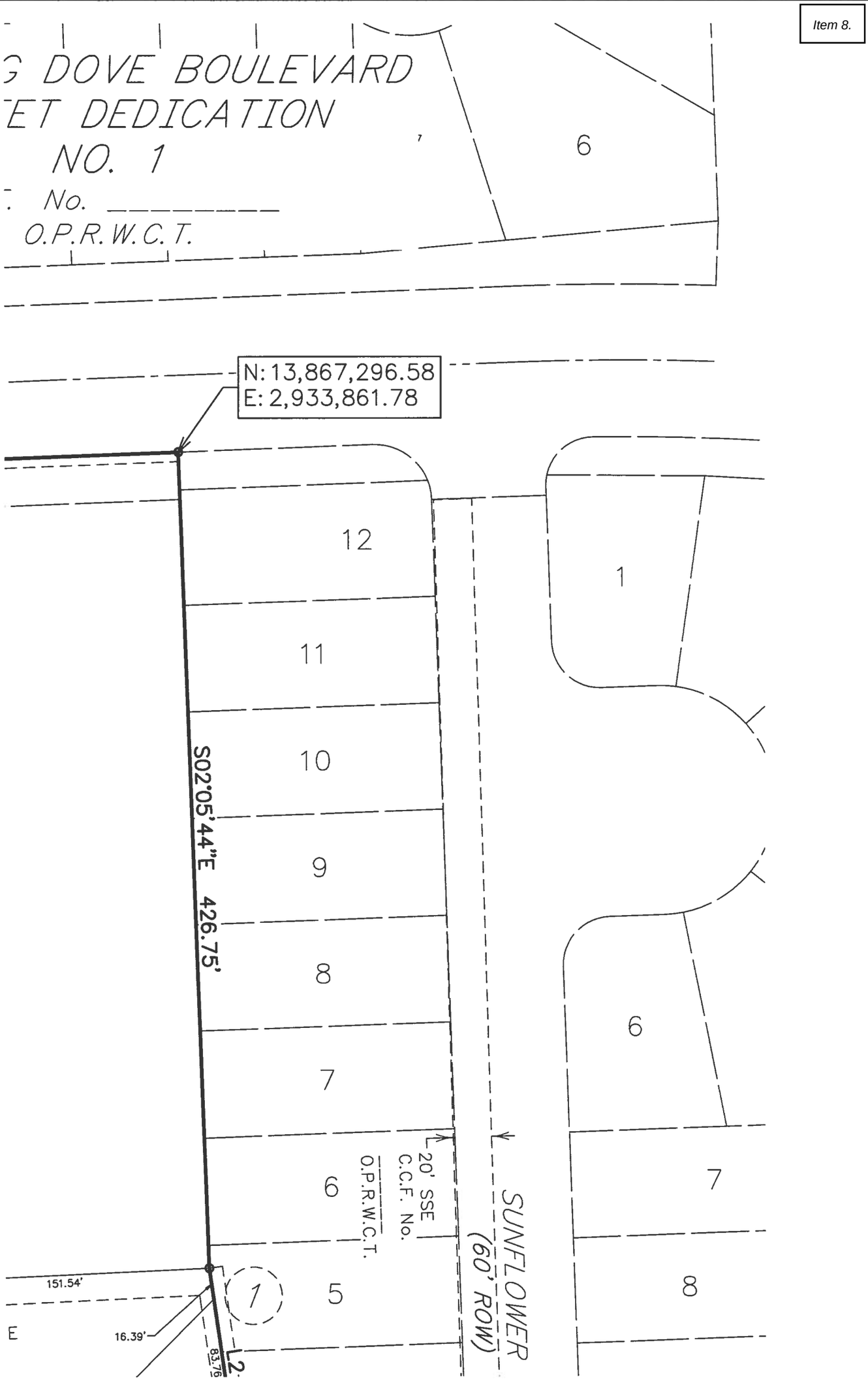
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SCALE 1"=60'			
SHEET 10 OF 1			

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DATE: MARCH 2025 SCALE 1"=60' SHEET 1P OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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F.M. HIGHWAY 362
(100' ROW)
(NO DEED OF RECORD FOUND)

N02°09'47"W 1,622.62'

N02°00'01"W 1327.31'

50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00'

CHRISTIANNA WOODS
CALLED 94.838 AC.
C.C.F. NO. 2201408
O.P.R.W.C.T.

DATE: MARCH 2025 SCALE 1"=60' SHEET 10 OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North Suite 150 Katy, TX 77449 832.913.4000

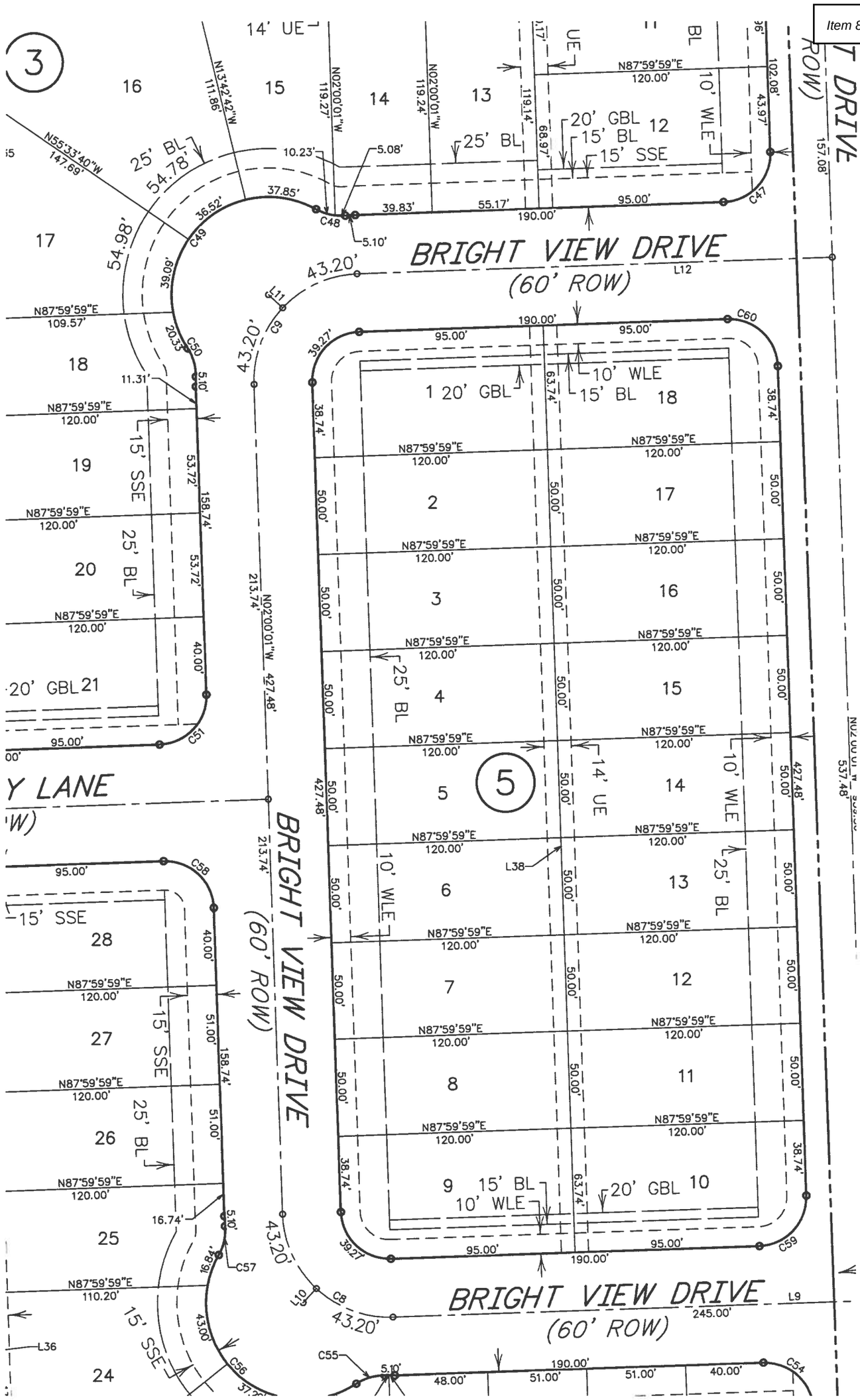
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SCALE 1"=60'			
SHEET 1R OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2727 West Grand Parkway North, Suite 550 Katy, TX 77449 832 913 4000
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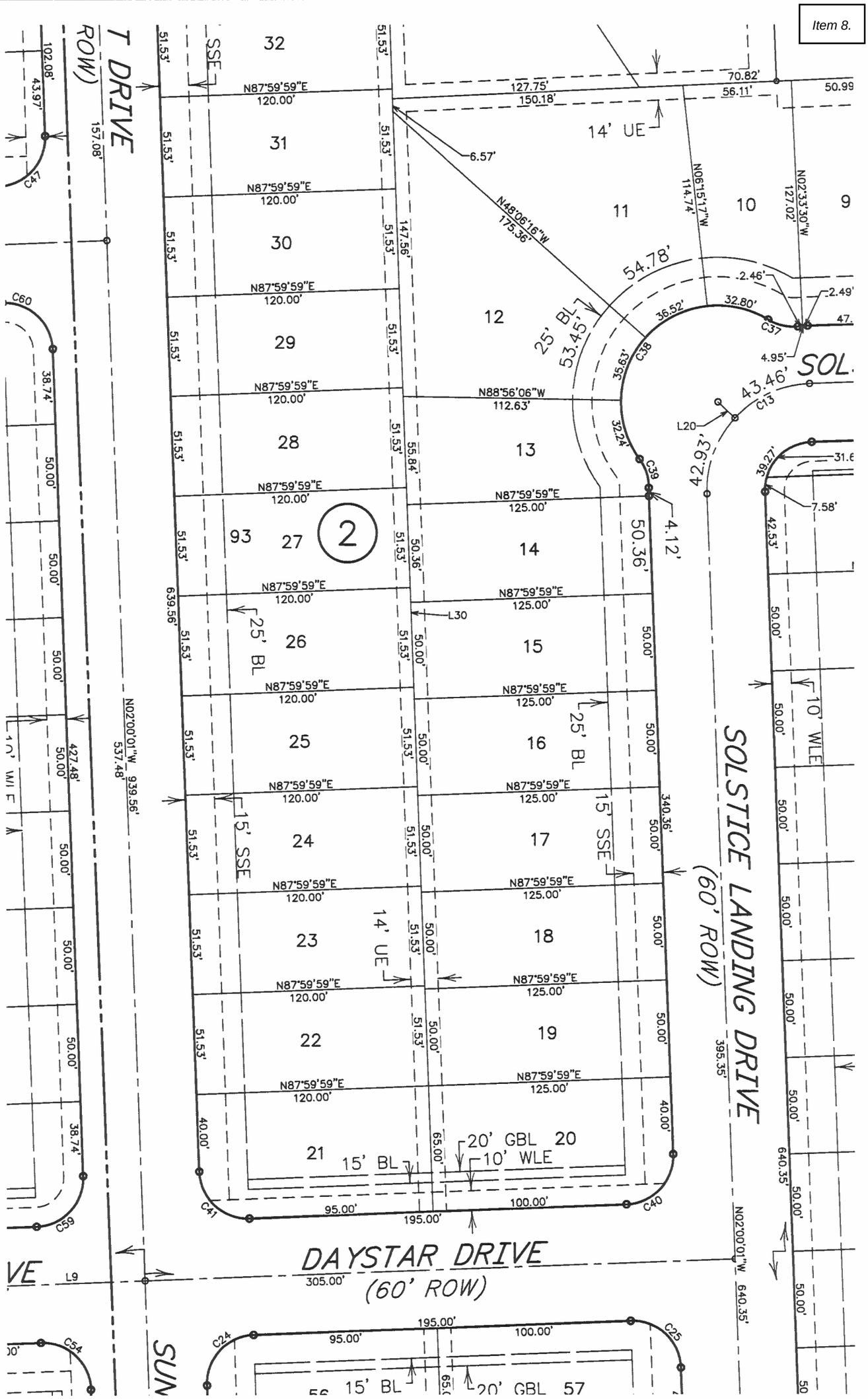
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E: 2,933,861.78

'AS HOLDINGS, LLC
0 AC. (TRACT THREE)
00 AC. (TRACT ONE)
:.F. NO. 1909882
O.P.R.W.C.T.

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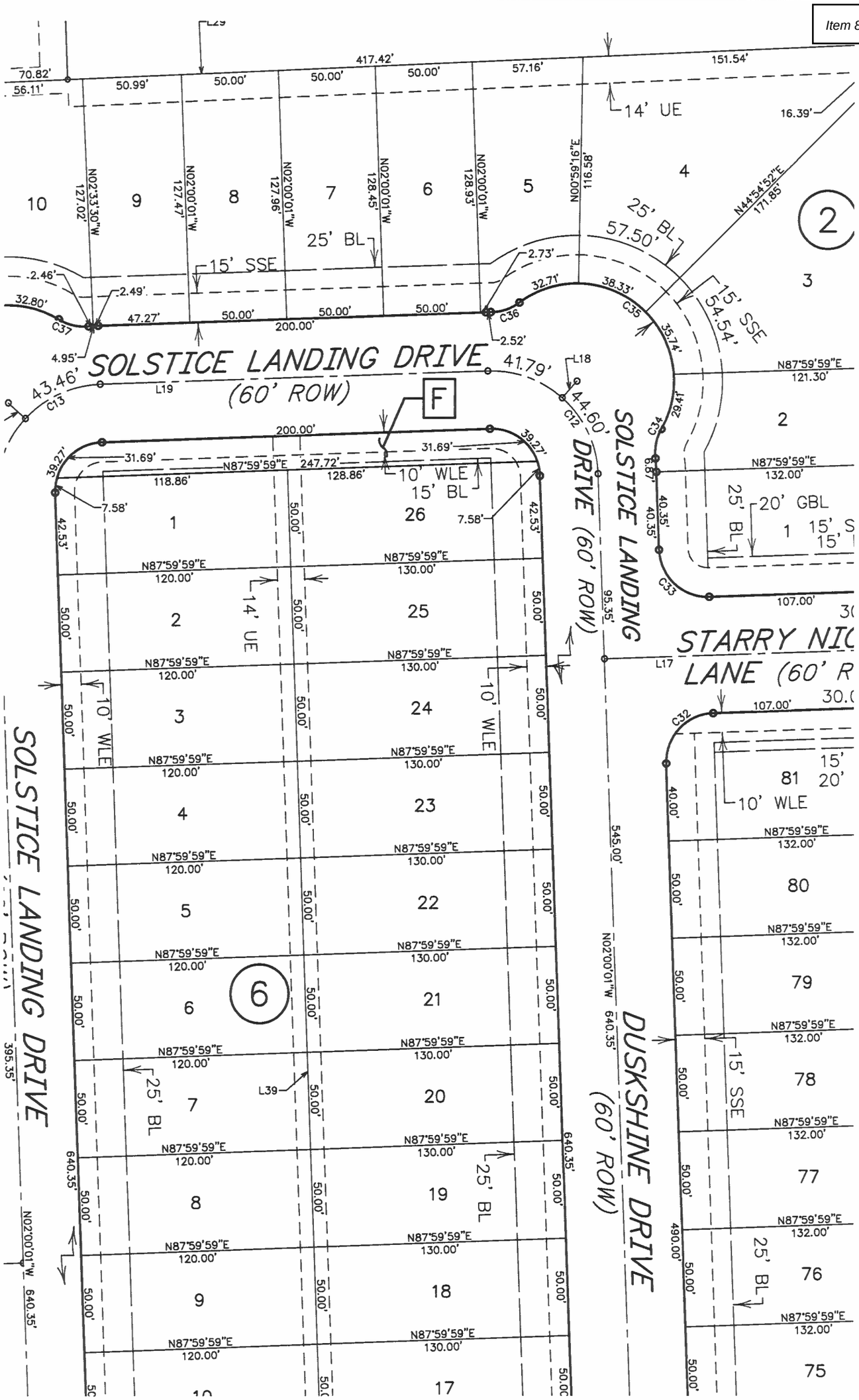
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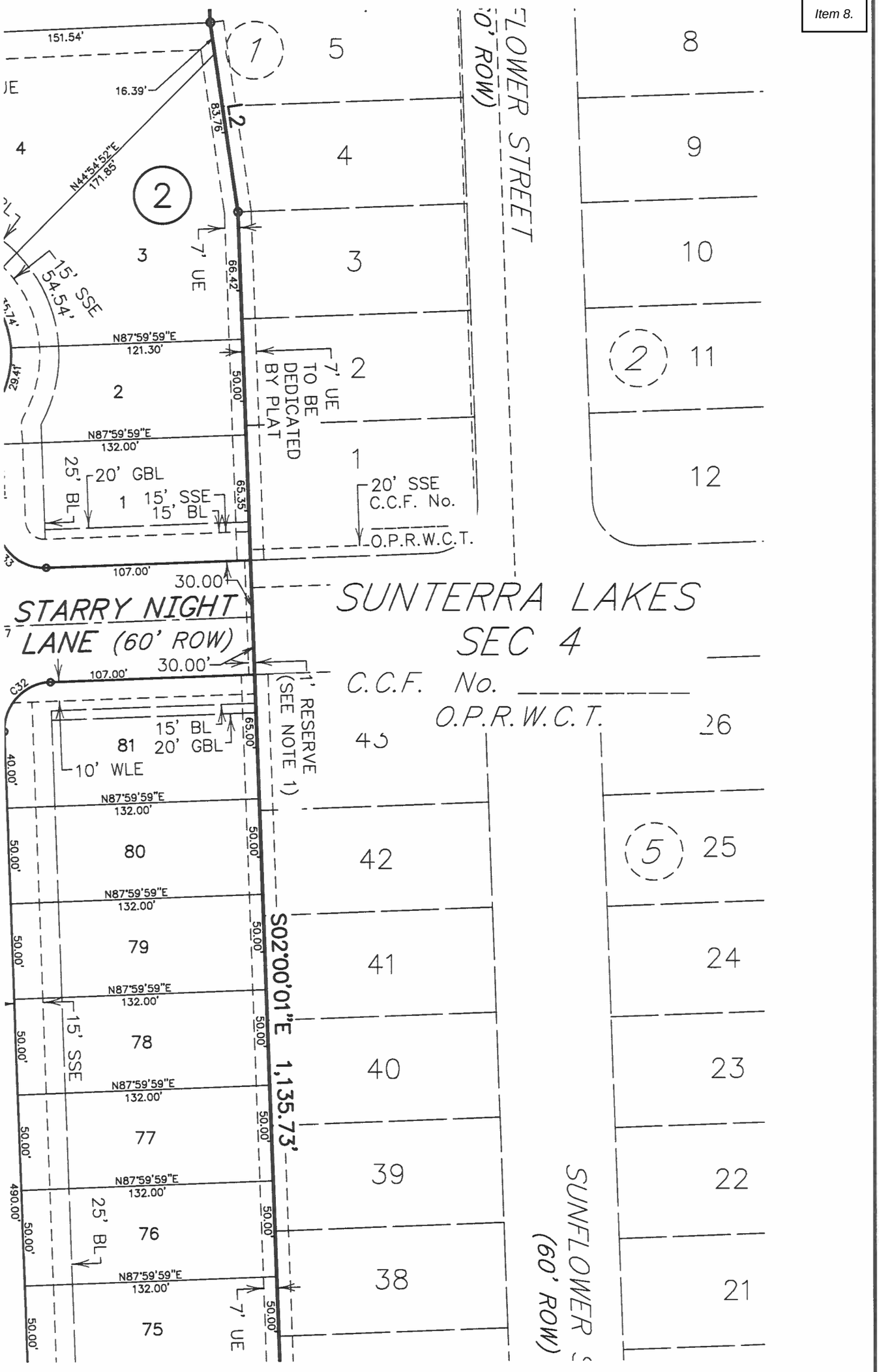
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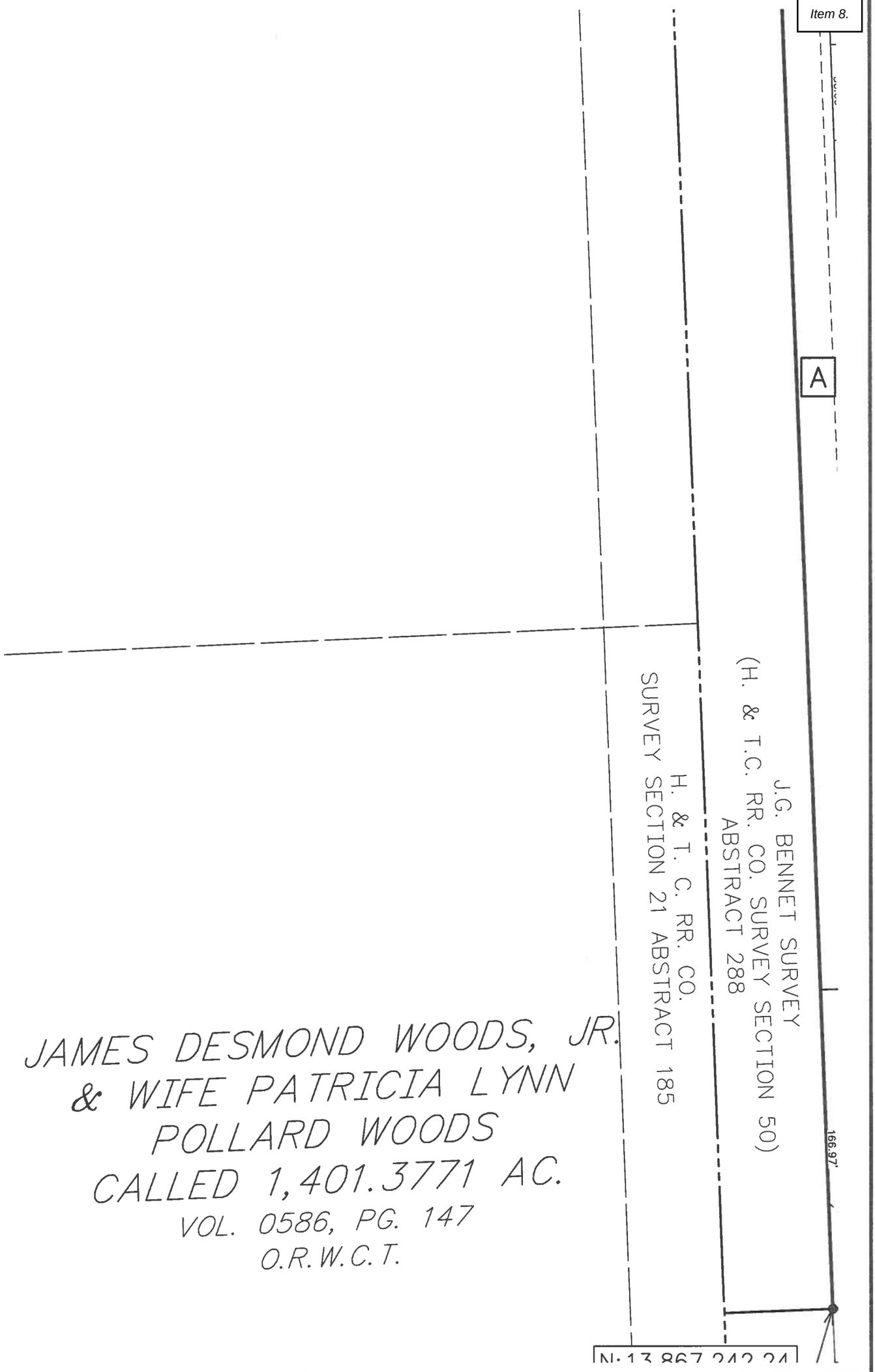
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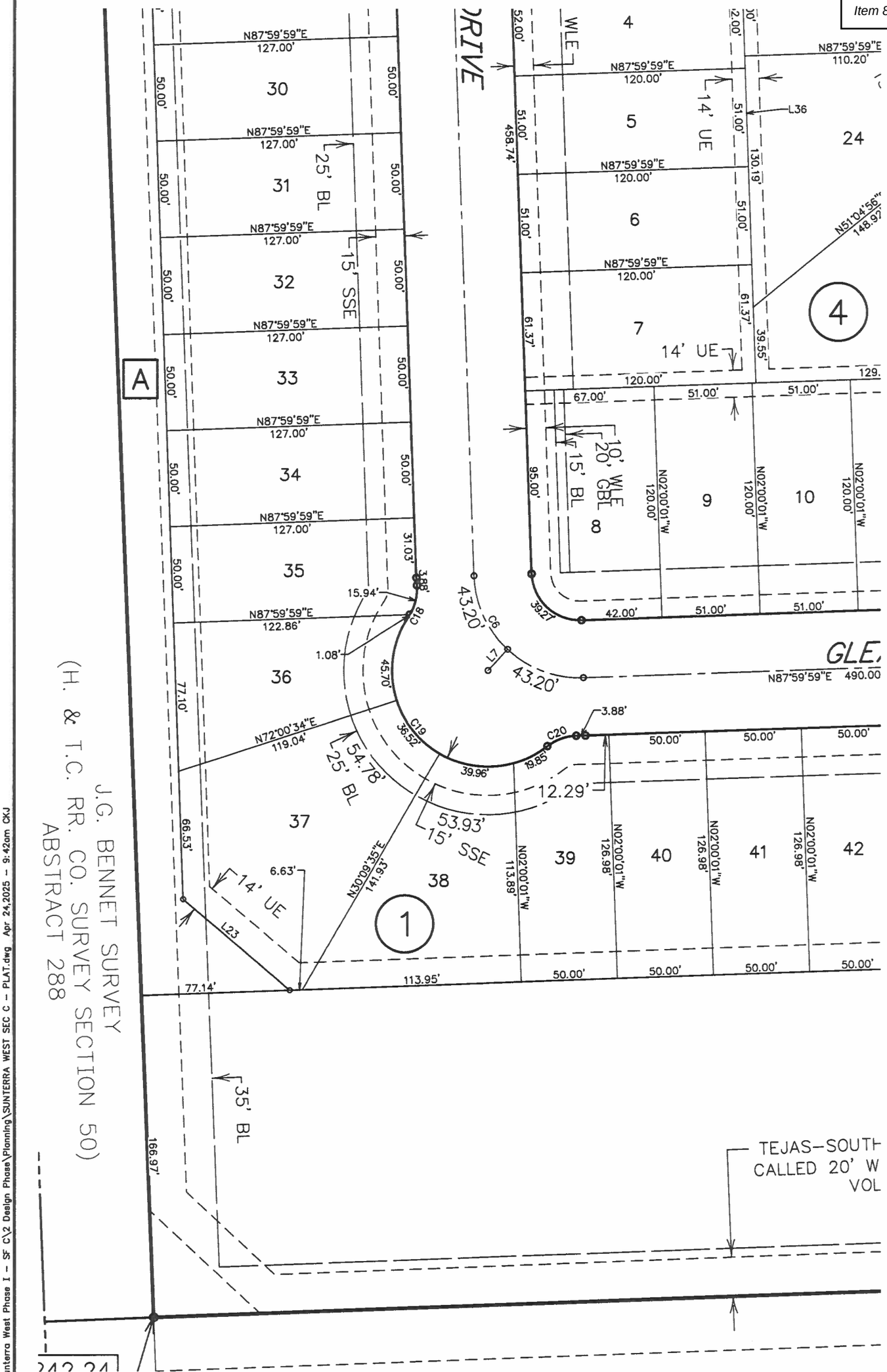
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DATE: MARCH 2025 SCALE 1"=60' SHEET 1W OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2327 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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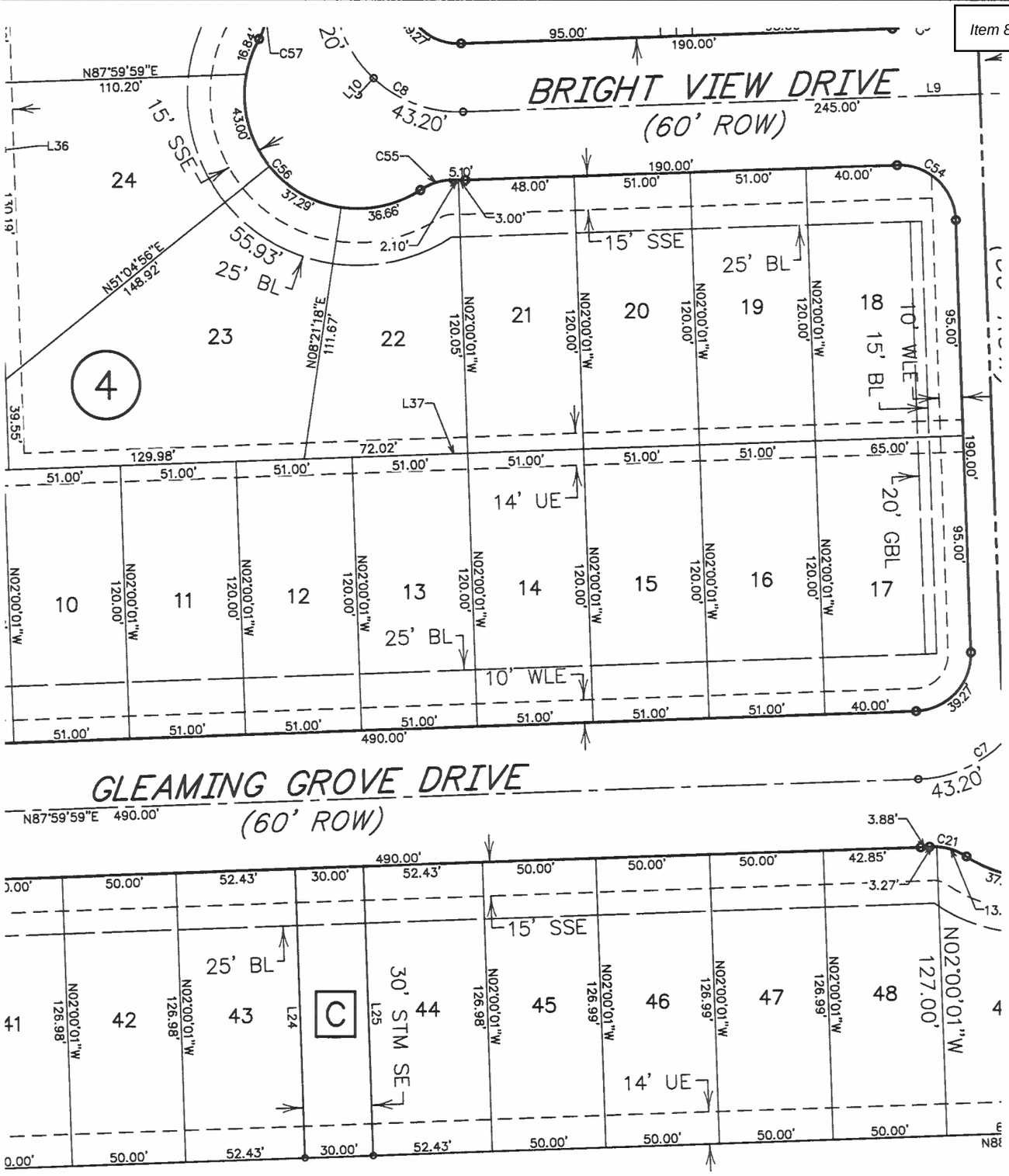
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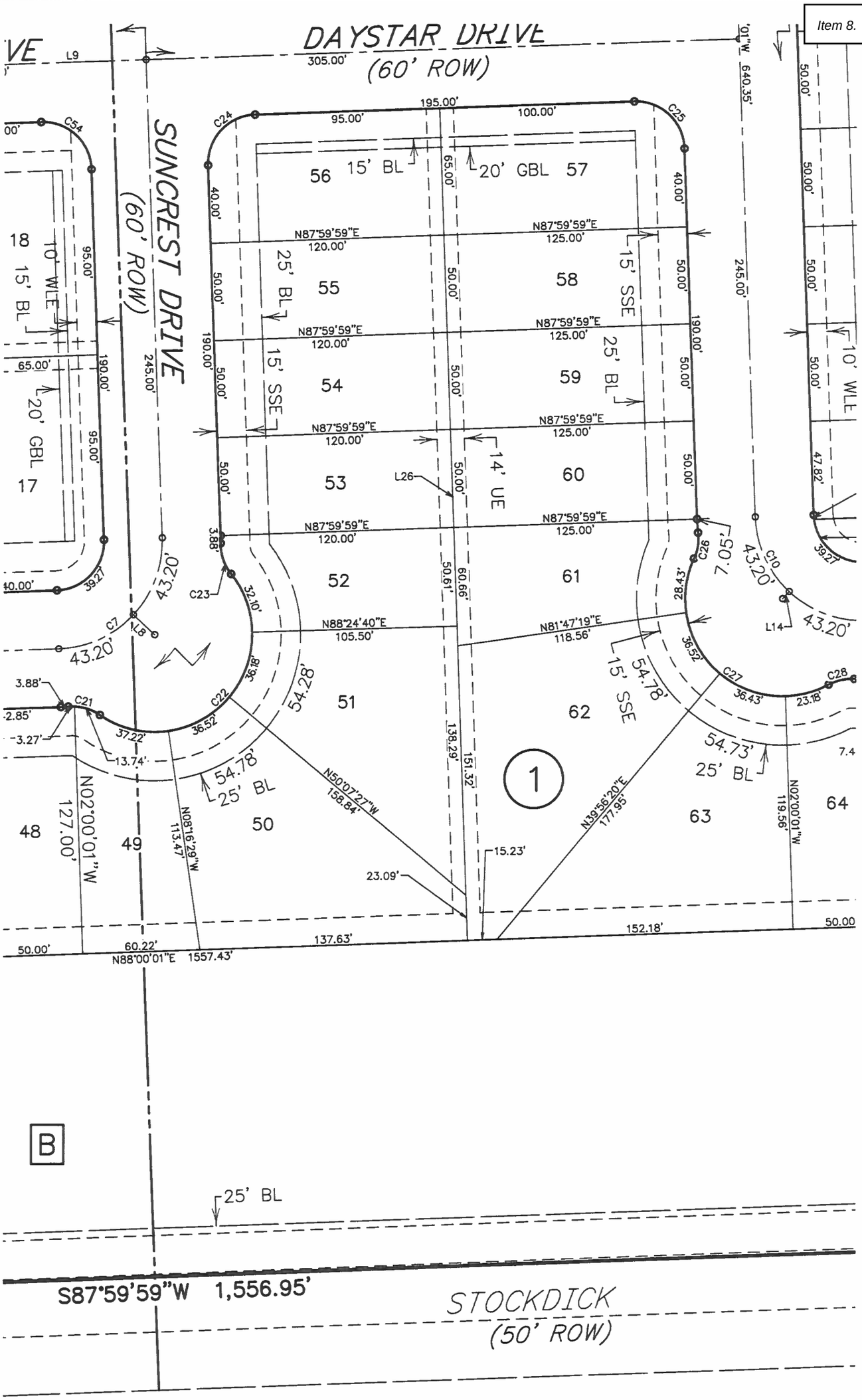
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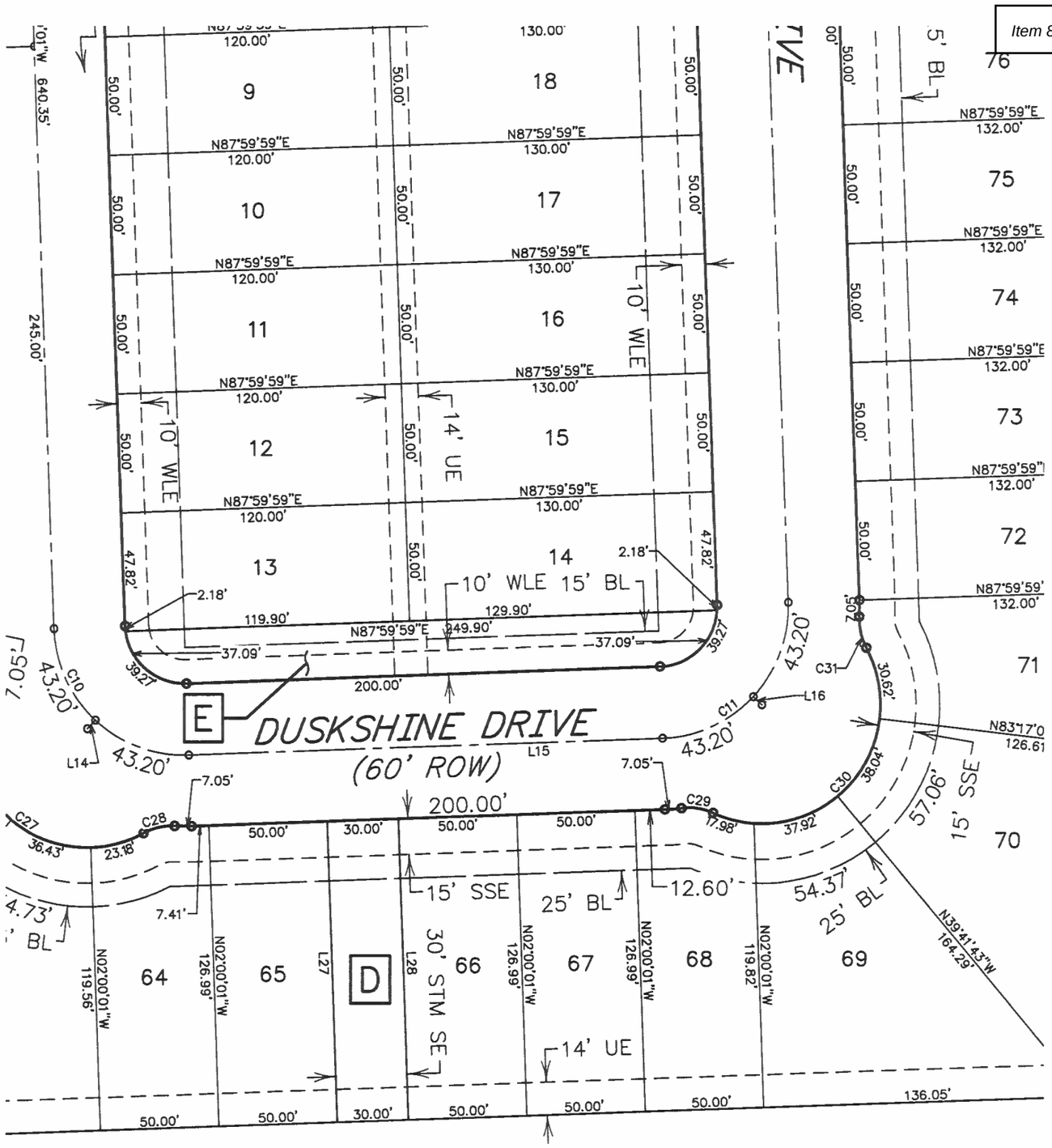
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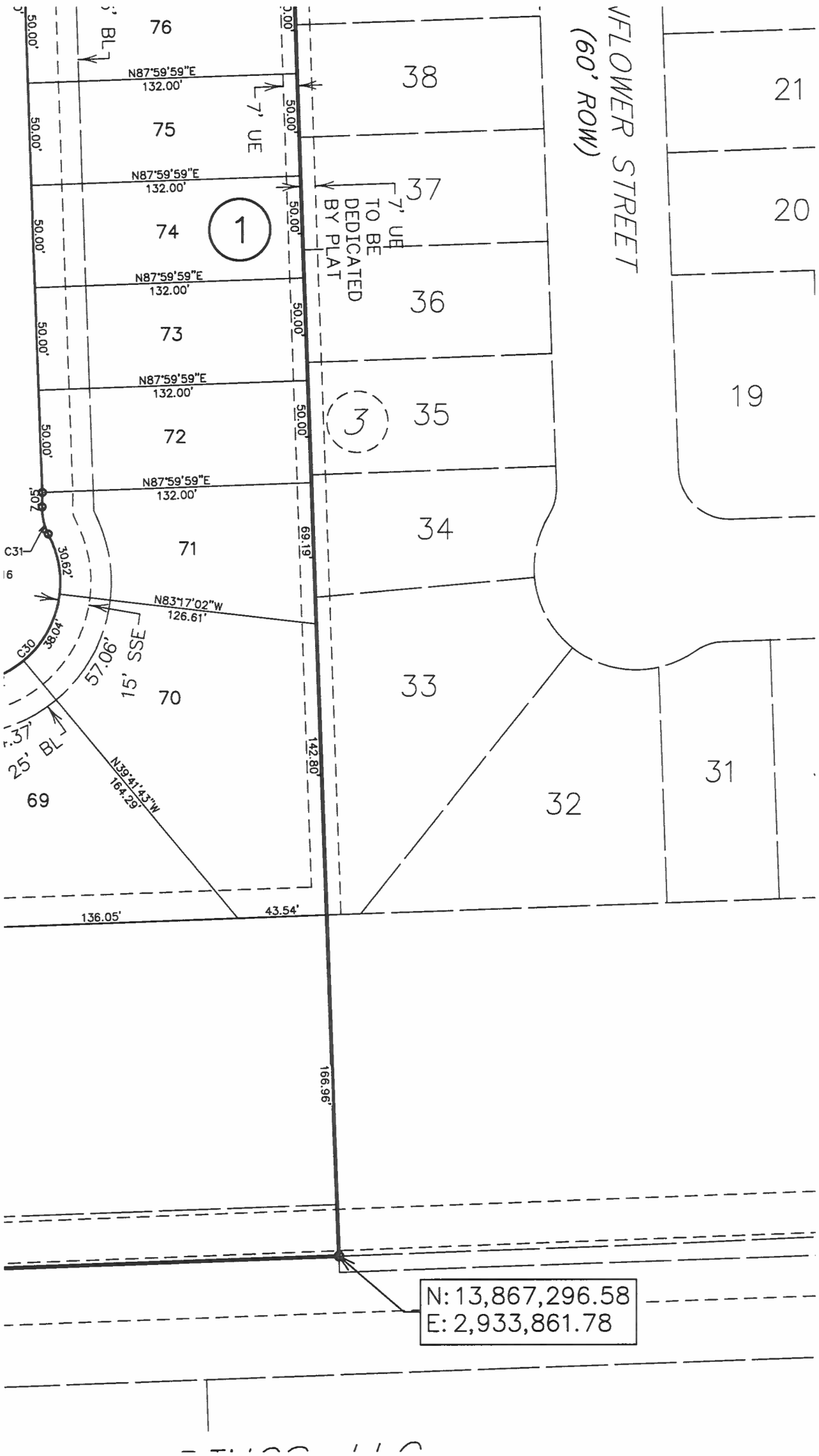
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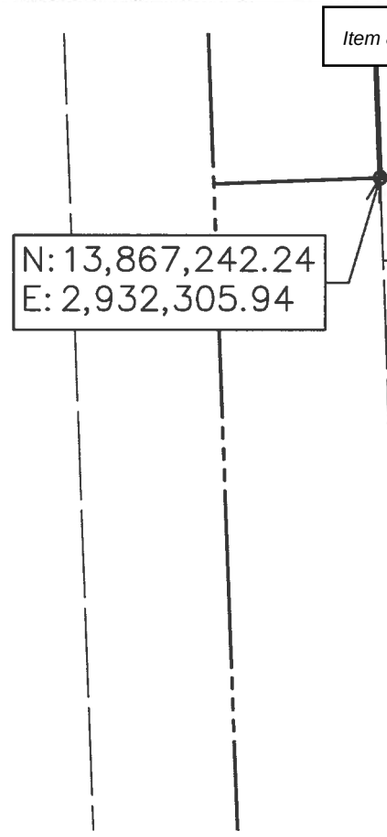


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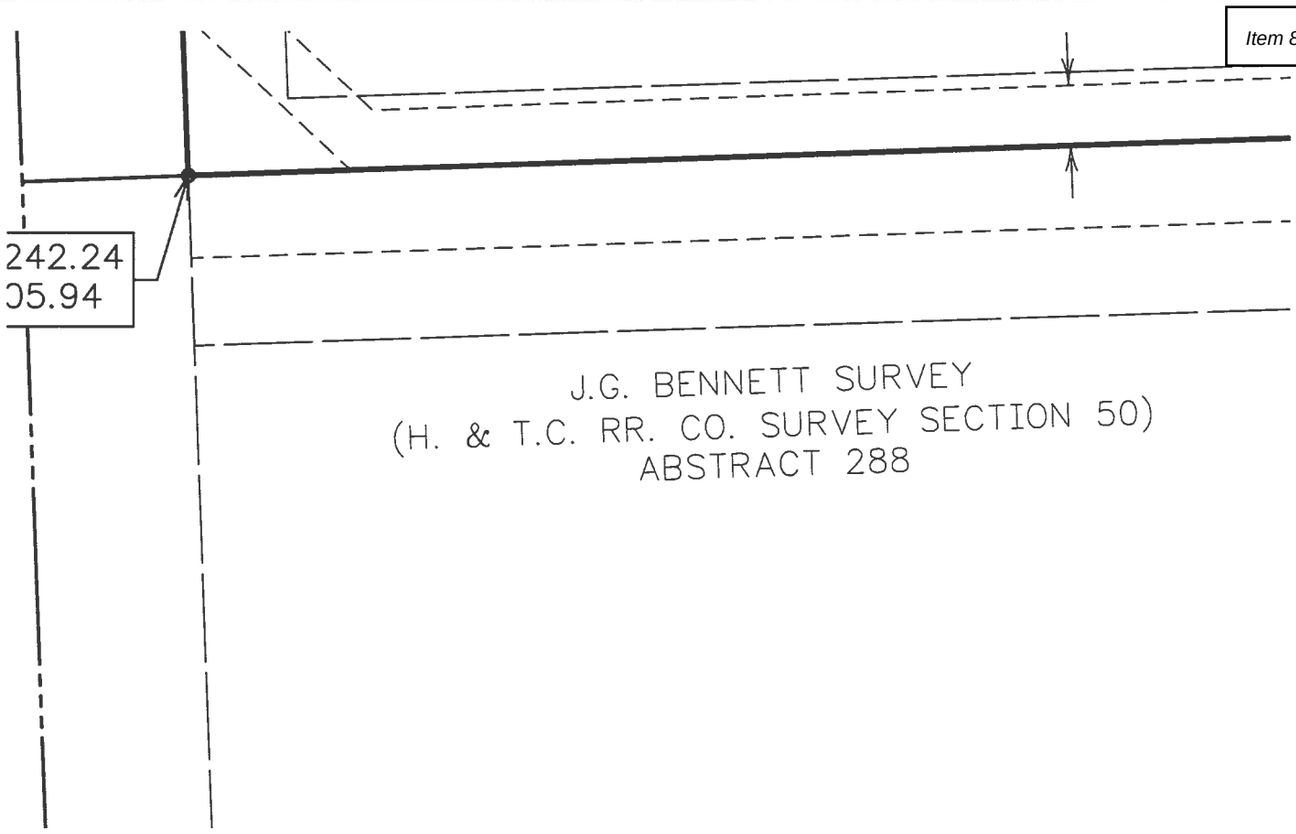
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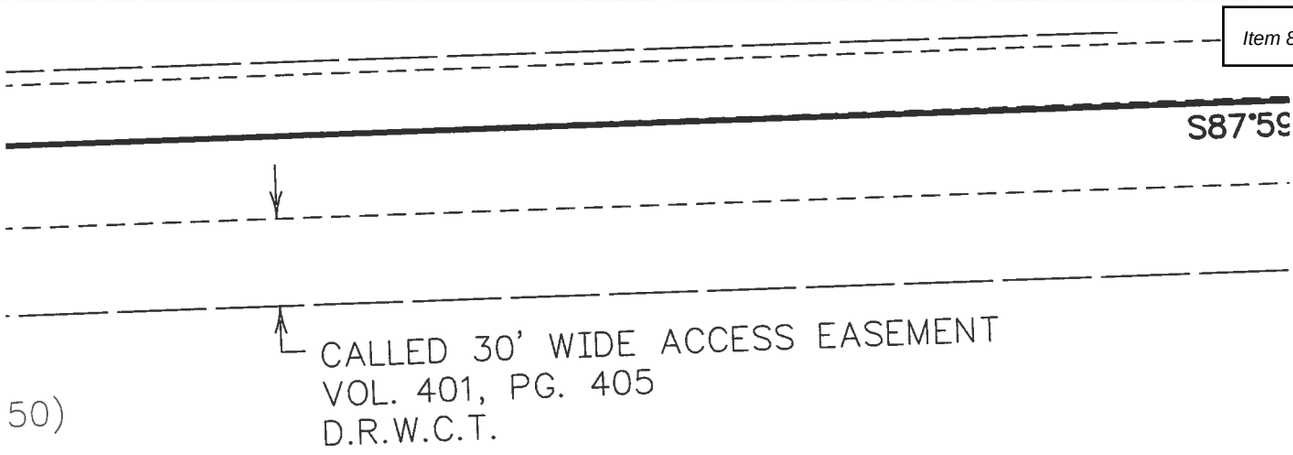
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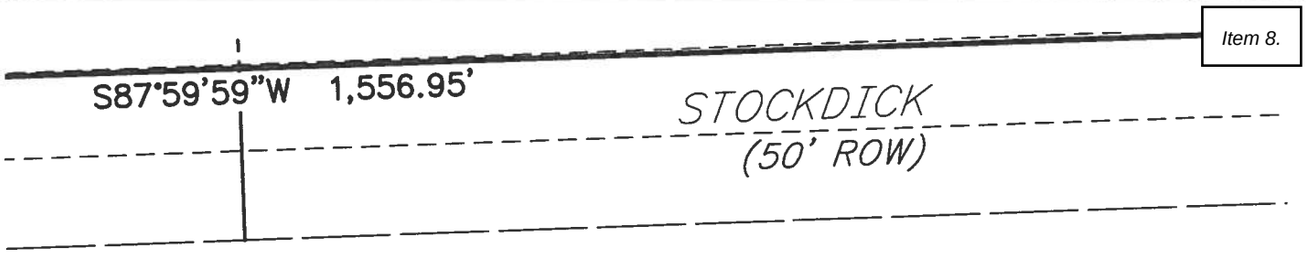
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SUNTERRA LAKES
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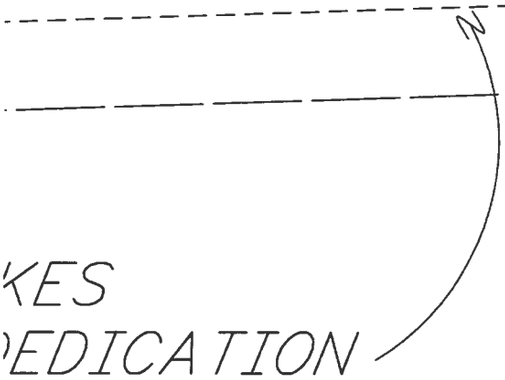
C.C.F. No. _____

O.P.R.W.C.T.

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DATE: MARCH 2025 SCALE 1"=60' SHEET 1GG OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-13290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes Section 4

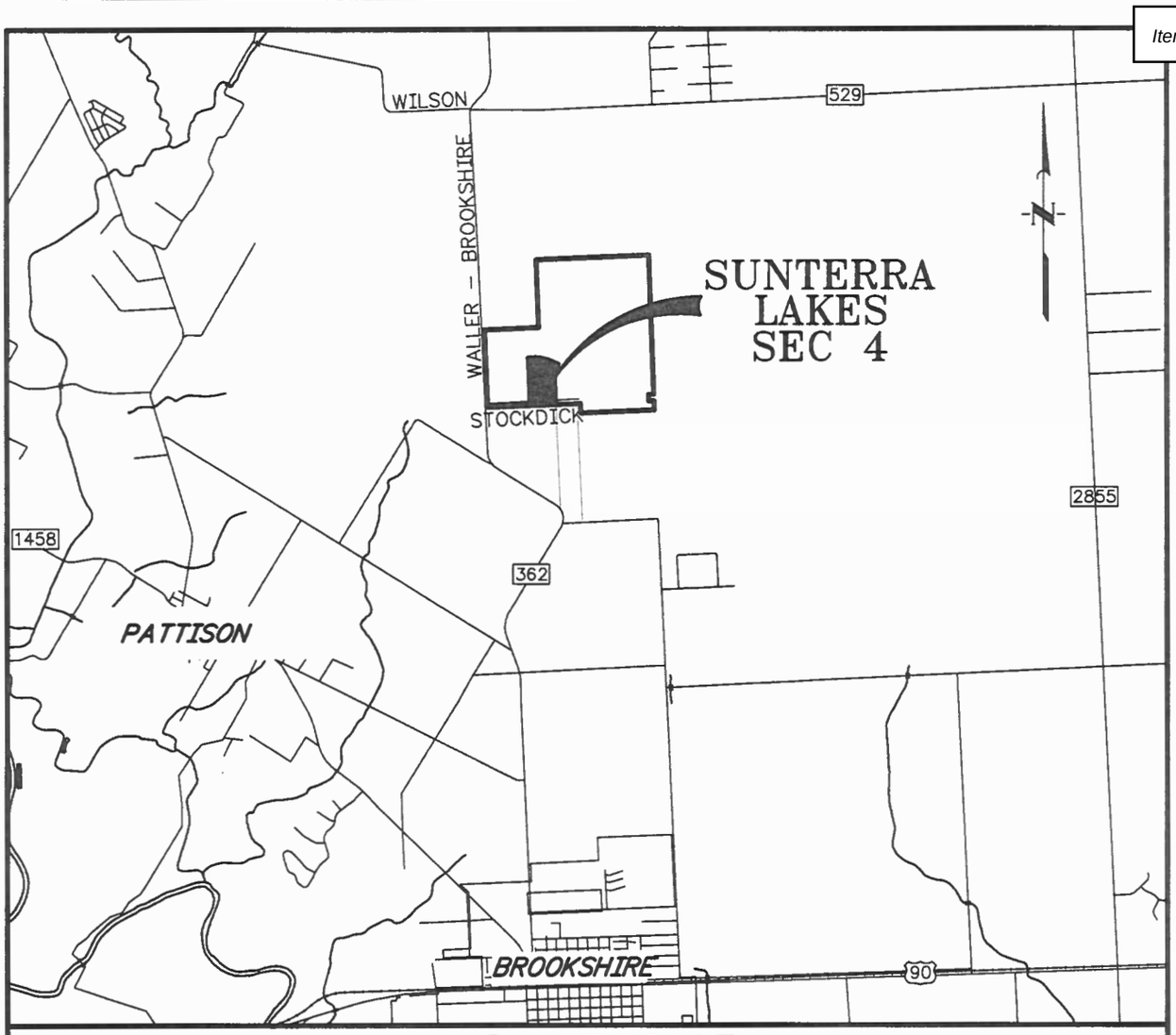
Date: May 28, 2025

Background

Final Plat of Sunterra Lakes Section 4 which consists of 33.96 acres will include 131 Lots, 5 Reserves and 5 Blocks in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
N.T.S.
KEY MAP 401Z & 441 D

FINAL PLAT OF SUNTERRA LAKES SEC 4

A SUBDIVISION OF 33.96 ACRES OF LAND OUT OF THE H. & T. C. RAILROAD COMPANY SURVEY SECTION 49, A-142 WALLER COUNTY, TEXAS

131 LOTS 5 RESERVES 5 BLOCKS

MARCH 2025

DATE: MARCH 2025 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 33.96 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the upper southwest corner of the residue of said called 639.96 acre tract, being in the east right-of-way line of F. M. Highway 362 (100-feet wide), same being the northwest corner of an adjoining called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas;

Thence North 87 degrees 59 minutes 59 seconds East along the upper south line of the residue of said called 639.96 acre tract, same being the north line of said adjoining called 20.00 acre tract, and the north line of an adjoining called 22.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, 1,556.78 feet;

Thence North 02 degrees 00 minutes 01 second West crossing the residue of said called 639.96 acre tract, 58.05 feet to the southwest corner and Place of Beginning of the herein described tract;

Thence establishing the west line of the herein described tract, crossing the residue of said called 639.96 acre tract with the following courses and distances:

North 02 degrees 00 minutes 01 second West, 1,135.73 feet;

North 08 degrees 19 minutes 58 seconds West, 100.15 feet;

North 02 degrees 05 minutes 44 seconds West, 426.75 feet to the northwest corner of the herein described tract;

Thence establishing the north line of the herein described tract with the following courses and distances:

North 87 degrees 50 minutes 13 seconds East, 106.67 feet to a point in a non-tangent curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 47 degrees 09 minutes 47 seconds East, 35.36 feet;

South 02 degrees 09 minutes 47 seconds East, 5.38 feet;

North 87 degrees 50 minutes 13 seconds East, 60.00 feet;

North 02 degrees 09 minutes 47 seconds West, 4.93 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 91 degrees 29 minutes 39 seconds, an arc length of 39.92 feet, a radius of 25.00 feet, and a chord bearing North 43 degrees 35 minutes 02 seconds East, 35.81 feet to the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 25 degrees 53 minutes 12 seconds, an arc length of 614.46 feet, a radius of 1,360.00 feet, and a chord bearing South 77 degrees 43 minutes 32 seconds East, 609.24 feet;

South 64 degrees 46 minutes 57 seconds East, 82.36 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 19 degrees 46 minutes 57 seconds East, 35.36 feet;

South 64 degrees 46 minutes 57 seconds East, 60.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing North 70 degrees 13 minutes 03 seconds East, 35.36 feet;

South 64 degrees 46 minutes 57 seconds East, 68.02 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 01 degree 00 minutes 05 seconds, an arc length of 25.17 feet, a radius of 1,440.00 feet, and a chord bearing South 65 degrees 16 minutes 59 seconds East, 25.17 feet to the northeast corner of the herein described tract;

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SHEET 1B OF 1			

Thence establishing the east line of the herein described tract with the following courses and distances:

South 24 degrees 12 minutes 58 seconds West, 20.32 feet;

South 23 degrees 57 minutes 08 seconds West, 65.85 feet;

South 21 degrees 59 minutes 19 seconds West, 48.64 feet;

South 21 degrees 54 minutes 18 seconds West, 101.17 feet;

South 18 degrees 30 minutes 40 seconds West, 51.58 feet;

South 14 degrees 10 minutes 58 seconds West, 59.25 feet;

South 05 degrees 57 minutes 38 seconds West, 59.17 feet;

South 04 degrees 11 minutes 23 seconds West, 58.72 feet;

South 00 degrees 16 minutes 07 seconds West, 58.60 feet;

South 01 degree 59 minutes 54 seconds East, 884.48 feet to a point for corner; to the southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract with the following courses and distances:

South 87 degrees 59 minutes 59 seconds West, 558.42 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 00 degrees 37 minutes 48 seconds, an arc length of 28.15 feet, a radius of 2,560.00 feet, and a chord bearing South 87 degrees 41 minutes 05 seconds West, 28.15 feet;

South 87 degrees 22 minutes 12 seconds West, 150.00 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 00 degrees 37 minutes 48 seconds, an arc length of 26.83 feet, a radius of 2,440.00 feet, and a chord bearing South 87 degrees 41 minutes 05 seconds West, 26.83 feet;

South 87 degrees 59 minutes 59 seconds West, 136.62 feet to the Place of Beginning and containing 33.96 acres of land, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°50'13"E	106.66'
L2	S02°09'47"E	5.38'
L3	N87°50'13"E	60.00'
L4	N02°09'47"W	4.93'
L5	S64°46'57"E	82.36'
L6	S64°46'57"E	60.00'
L7	S64°46'57"E	68.02'
L8	S24°12'58"W	20.32'
L9	S23°57'08"W	65.85'
L10	S21°59'19"W	48.64'
L11	S21°54'18"W	101.17'
L12	S18°30'40"W	51.58'
L13	S14°10'58"W	59.25'
L14	S05°57'38"W	59.17'
L15	S04°11'23"W	58.72'
L16	S00°16'07"W	58.60'
L17	S87°22'12"W	150.00'
L18	S87°59'59"W	136.62'
L19	N08°19'58"W	100.15'
L20	N02°00'01"W	803.15'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S87°59'59"W	69.58'
L22	S87°59'59"W	450.00'
L23	N42°59'59"E	12.00'
L24	S87°59'59"W	490.00'
L25	N47°00'01"W	12.00'
L26	N02°00'01"W	585.90'
L27	S87°59'59"W	245.00'
L28	N42°59'59"E	10.00'
L29	S02°00'01"E	358.52'
L30	S25°13'03"W	50.90'
L31	S19°46'57"E	10.00'
L32	S64°46'57"E	245.00'
L33	S25°13'03"W	185.28'
L34	S89°10'02"E	98.71'
L35	S86°46'35"E	49.63'
L36	S82°58'38"E	104.85'
L37	S80°29'03"E	38.17'
L38	N15°09'00"E	127.82'
L39	N26°27'24"E	276.89'
L40	S02°00'01"E	290.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L41	S77°40'04"E	74.17'
L42	S75°13'42"E	39.92'
L43	S72°35'28"E	83.43'
L44	S69°36'20"E	56.20'
L45	S67°31'06"E	56.06'
L46	S64°46'57"E	106.05'
L47	S19°37'49"E	14.10'
L48	N25°13'03"E	116.49'
L49	N66°02'52"W	118.47'
L50	N16°21'57"E	62.81'
L51	S13°34'33"W	62.73'
L52	S06°10'38"W	62.70'
L53	S02°00'01"E	428.05'
L54	S02°00'01"E	420.00'
L55	S87°59'59"W	540.00'
L56	N87°50'13"E	131.18'
L57	S02°09'47"E	150.00'
L58	S01°54'54"E	289.53'

DATE: MARCH 2025

SCALE 1"=60'

SHEET 1C OF 1

FINAL PLAT OF SUNTERRA LAKES SEC 4

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

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CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	25.00'	90°00'00"	39.27'	S47°09'47"E	35.36'	25.00'
C2	25.00'	91°29'39"	39.92'	N43°35'02"E	35.81'	25.66'
C3	1,360.00'	25°53'12"	614.46'	S77°43'32"E	609.24'	312.56'
C4	25.00'	90°00'00"	39.27'	S19°46'57"E	35.36'	25.00'
C5	25.00'	90°00'00"	39.27'	N70°13'03"E	35.36'	25.00'
C6	1,440.00'	1°00'05"	25.17'	S65°16'59"E	25.17'	12.58'
C7	2,560.00'	0°37'48"	28.15'	S87°41'05"W	28.15'	14.07'
C8	2,440.00'	0°37'48"	26.83'	S87°41'05"W	26.83'	13.41'
C9	55.00'	90°00'00"	86.39'	S47°00'01"E	77.78'	55.00'
C10	55.00'	90°00'00"	86.39'	N42°59'59"E	77.78'	55.00'
C11	55.00'	90°00'00"	86.39'	S47°00'01"E	77.78'	55.00'
C12	650.00'	27°13'04"	308.78'	S11°36'31"W	305.88'	157.36'
C13	55.00'	90°00'00"	86.39'	S70°13'03"W	77.78'	55.00'
C14	650.00'	27°13'04"	308.78'	S11°36'31"W	305.88'	157.36'
C15	25.00'	89°50'11"	39.20'	S47°04'53"E	35.30'	24.93'
C16	70.00'	188°54'47"	230.80'	N02°27'23"E	139.58'	898.15'
C17	25.00'	98°49'40"	43.12'	S47°29'56"W	37.97'	29.18'
C18	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'
C19	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C20	25.00'	35°05'48"	15.31'	N11°06'30"E	15.08'	7.91'
C21	50.00'	153°18'55"	133.79'	S70°13'03"W	97.30'	210.82'
C22	25.00'	35°05'48"	15.31'	S50°40'23"E	15.08'	7.91'
C23	25.00'	90°00'00"	39.27'	N70°13'03"E	35.36'	25.00'
C24	25.00'	36°39'40"	16.00'	S17°16'20"E	15.72'	8.28'
C25	50.00'	157°12'19"	137.19'	N42°59'59"E	98.03'	248.03'
C26	25.00'	36°39'40"	16.00'	N76°43'41"W	15.72'	8.28'
C27	25.00'	36°39'40"	16.00'	S72°43'40"W	15.72'	8.28'
C28	50.00'	157°12'19"	137.19'	S47°00'01"E	98.03'	248.03'
C29	25.00'	36°39'40"	16.00'	N13°16'19"E	15.72'	8.28'
C30	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C31	25.00'	88°14'04"	38.50'	N20°39'55"W	34.81'	24.24'
C32	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C33	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C34	25.00'	35°05'48"	15.31'	N12°06'33"E	15.08'	7.91'
C35	50.00'	153°18'55"	133.79'	S47°00'01"E	97.30'	210.82'
C36	25.00'	35°05'48"	15.31'	S73°53'26"W	15.08'	7.91'
C37	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C38	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C39	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C40	1,800.00'	0°14'53"	7.80'	S02°02'21"E	7.80'	3.90'
C41	1,800.00'	0°05'07"	2.67'	S01°57'27"E	2.67'	1.34'

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DATE: MARCH 2025

SCALE NTS

SHEET 1D OF 1

FINAL PLAT OF
SUNTERRA
LAKES
SEC 4

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2727 West Grand Parkway North, Suite 150 Katy, TX 77449 832-913-4000

RESTRICTED RESERVE [A]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.06 AC
2,500 Sq. Ft.

RESTRICTED RESERVE [B]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.40 AC
17,275 Sq. Ft.

RESTRICTED RESERVE [C]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.06 AC
2,402 Sq. Ft.

RESTRICTED RESERVE [D]
Restricted to Detention and Drainage Purposes Only
3.42 AC
148,973 Sq. Ft.

RESTRICTED RESERVE [E]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.09 AC
3,810 Sq. Ft.

RESERVE TOTALS
4.03 AC
174,960 Sq. Ft.

Legend:
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . ."County Clerk's File"
No . . . . . "Number"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
STM SE . . . . . "Storm Sewer Easement"
SSE . . . . . ."Sanitary Sewer Easement"
Sq Ft . . . . . ."Square Feet"
UE . . . . . "Utility Easement"
Vol _, Pg _ . . ."Volume and Page"
WLE . . . . . ."Waterline Easement"
IRF . . . . . "Found 5/8-inch Iron Rod with cap stamped "QUIDDITY ENG. PROPERTY CORNER" as Per Certification"
• . . . . . "Set 3/4-inch Iron Rod with cap stamped "QUIDDITY ENG. PROPERTY CORNER" as Per Certification"
(1) . . . . . "Block Number"
. . . . . "Street Name Break"

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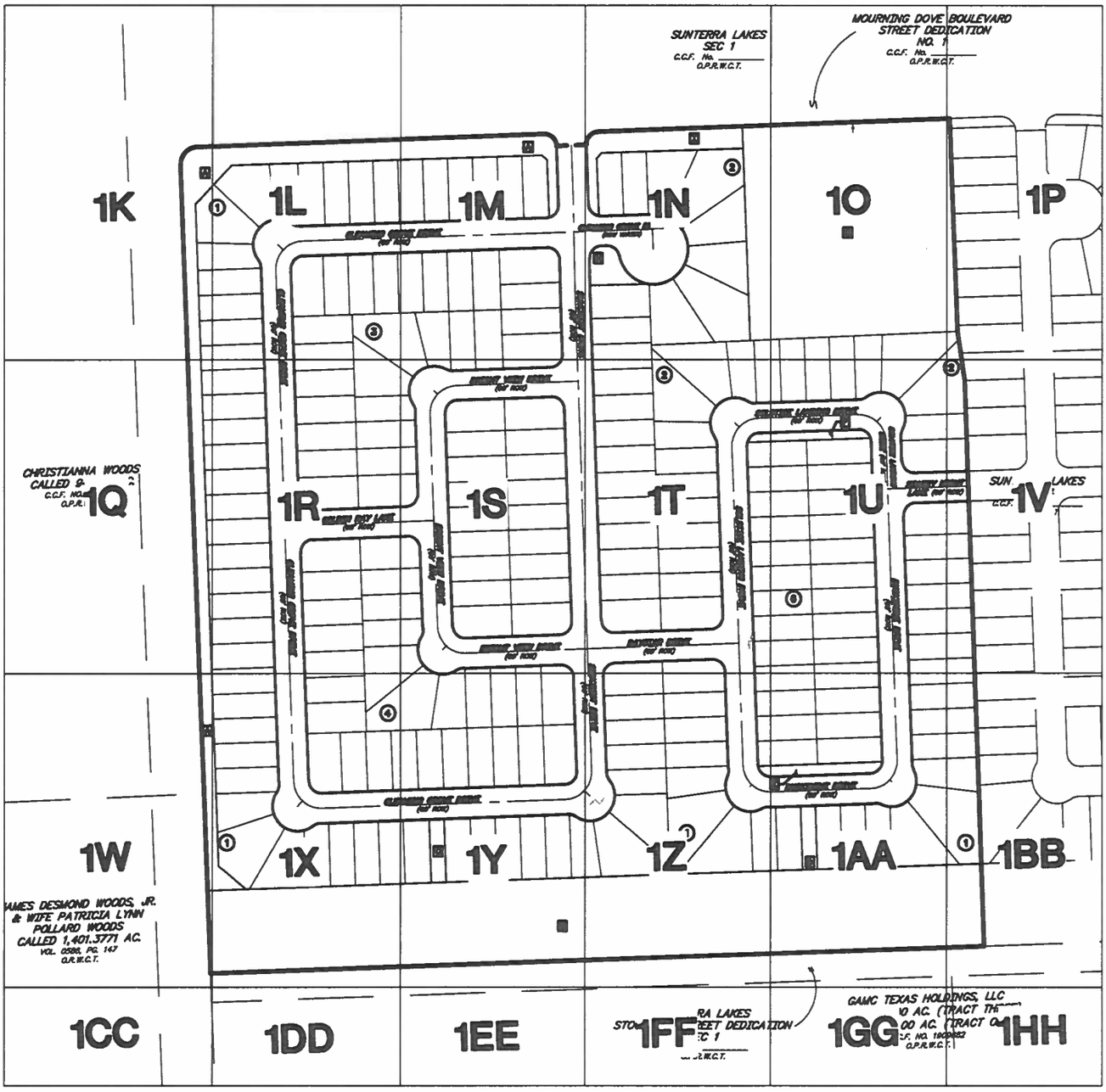
DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1E OF 1			

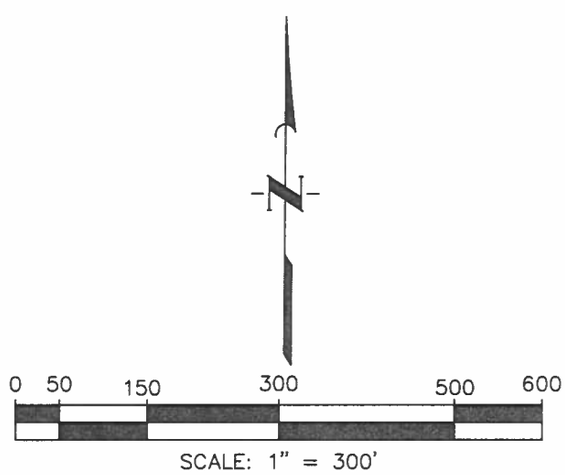
General Notes:

1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single–family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076602100218A, Dated February 27, 2025.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 0.99989432.
7. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
8. A minimum of ten (10) feet shall be provided between sides of residential dwellings.
9. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500–year floodplain elevation, in the 100–year floodplain. Within the 500–year, these structures must be elevated to one (1) foot above the 500–year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
12. No structure in this subdivision shall be occupied until connected to a public sewer system.
13. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0350E, Panel 0350, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X"; is defined as areas determined to be outside the 0.2% annual chance floodplain.
15. 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 county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
16. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court 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 Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county 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. 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 county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Astro Sunterra West, L.P., a Delaware Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
17. There are pipeline easements within the platted area.
18. TBM 9617: Being a 3/4" iron rod with cap marked "Quiddity Eng. Control" located approximately 1,308 feet southwest of the lower northeast corner of a called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, being a 5/8" Iron rod with cap marked "Quiddity", also being approximately 1,752 feet southeast of the lower northwest corner of said called 639.96 acre tract, being a 5/8" Iron rod with cap marked "Quiddity", also being approximately 2,109 feet northeast of the southwest corner of said called 639.96 acre tract, being a 1/2" Iron pipe. Coordinates – N: 13868874.03; E: 2,933,569.70.Elevation: 179.15'.
19. These utility easement were recorded with the Final Plat of Sunterra Lakes Sec 3 plat.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-13290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1F OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 3	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1"=300			
SHEET 1 OF 1			

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BS

STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra West, L.P., a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 33.96 acre tract described in the above and foregoing map of Sunterra Lakes Sec 4, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on 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 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 declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

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, ect., 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 new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarter (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 driveway 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. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Astro Sunterra West, L.P., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 21st day of March 2025

Astro Sunterra West, L.P.,
a Delaware Limited Partnership

By: Astro Sunterra West GP L.L.C.
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authorized Signer

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Signer 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of March, 2025.

Hope Allday
Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
Notary ID #135160965
My Commission Expires
November 6, 2028

DATE: MARCH 2025 SCALE 1"=60' SHEET 1H OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2727 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above 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.

No portion 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 #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivison lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E, dated 2/18/2009.



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–139

APPROVED BY THE BOARD OF SUPERVISORS ON 1/13/2025
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.

DATE: FEBRUARY 2025	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 11 OF 1			

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Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above 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.

No portion 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 #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivison lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E, dated 2/18/2009.



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–139

APPROVED BY THE BOARD OF SUPERVISORS ON 1.13.2025
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.

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SCALE 1"=60'			
SHEET 1I OF 1			

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I, J. Ross Mcall, 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, PE,
County Engineer

STATE OF TEXAS §
COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 20__, at _____ o'clock __M in File No. _____ of the Official public Records of Waller County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 202_.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E. Smith, PE, RPLS
Commissioner, Precinct 2

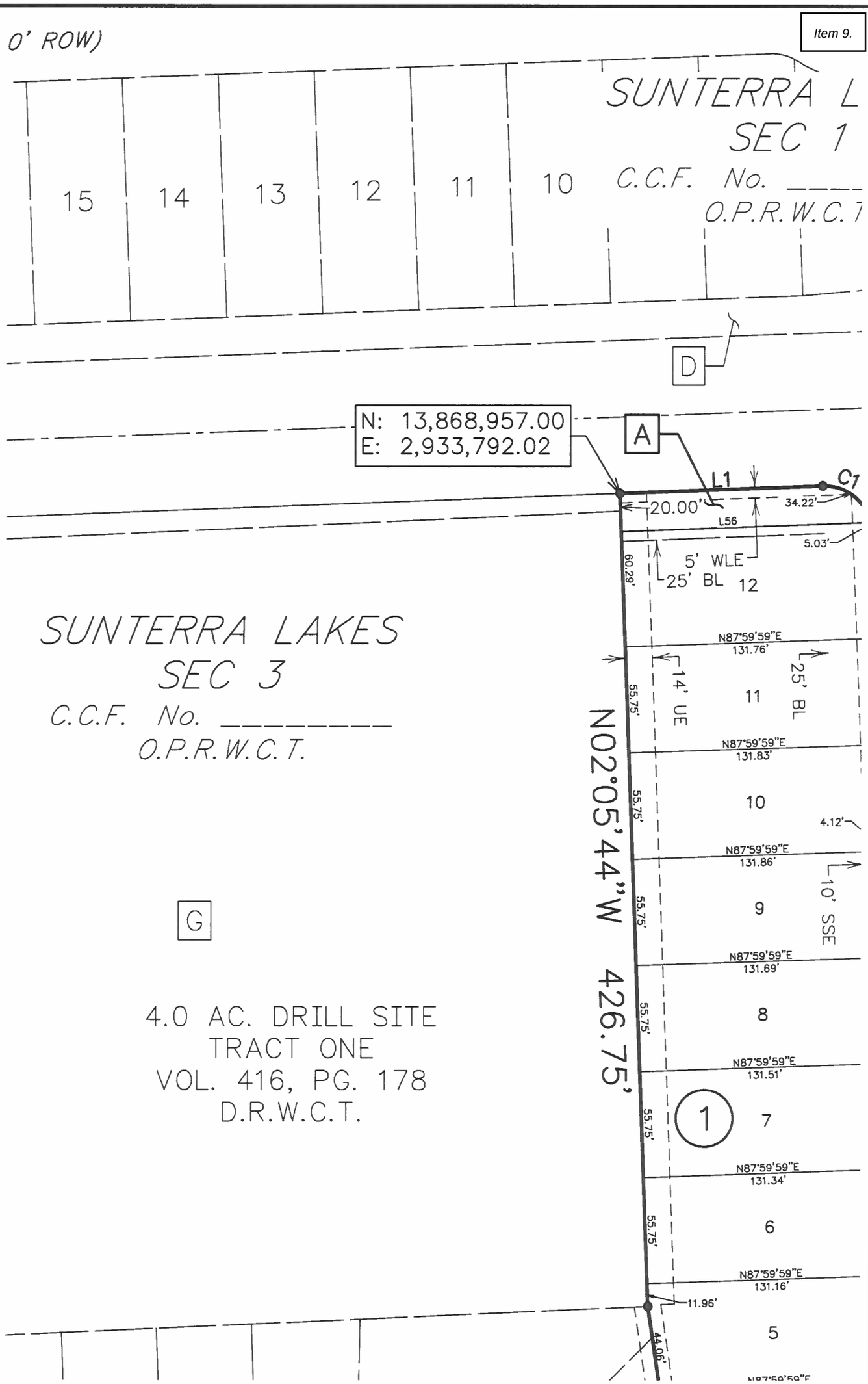
_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1J OF 1			

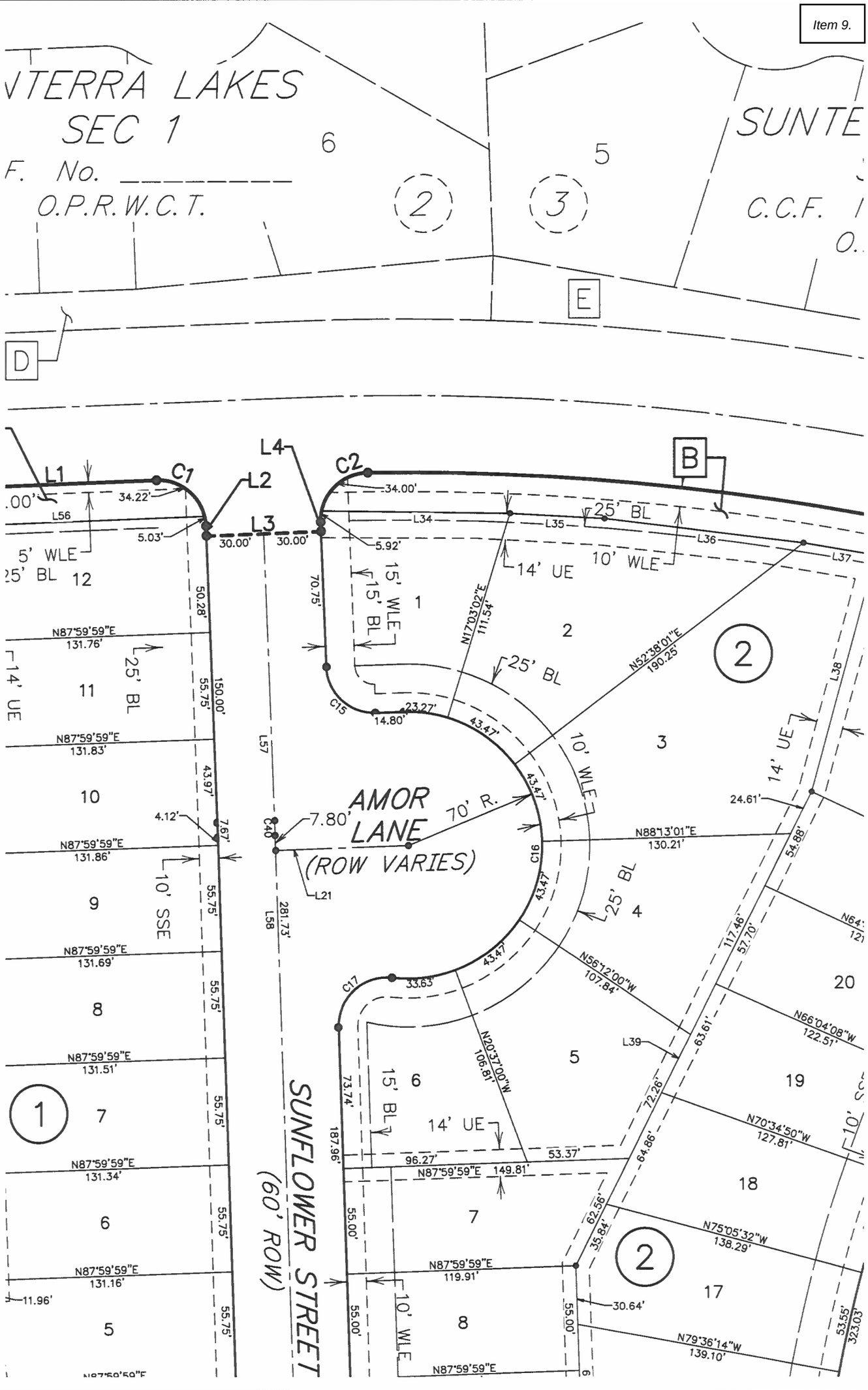
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DATE: MARCH 2025 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No.'s 21200 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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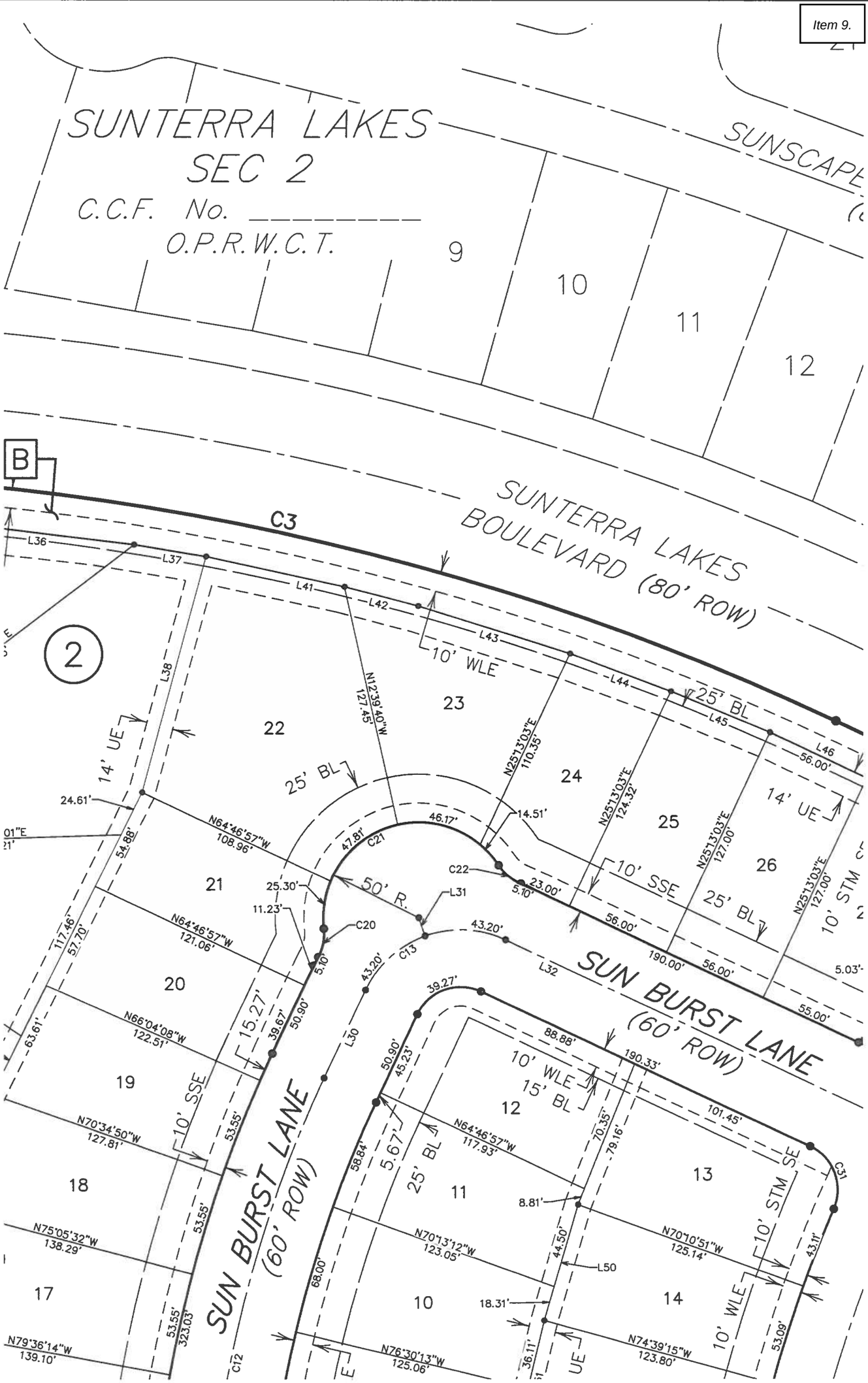
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SCALE 1"=60'			
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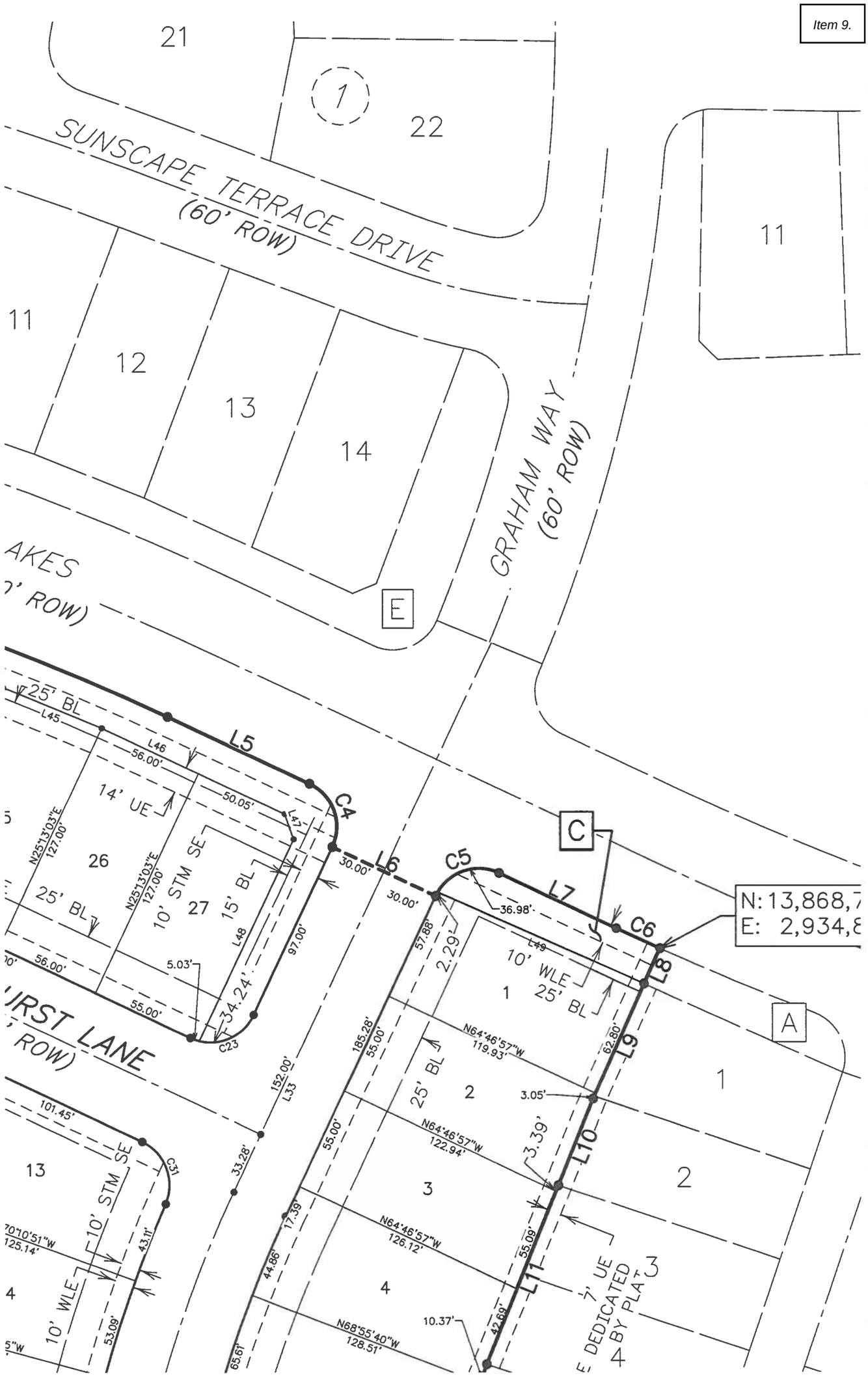
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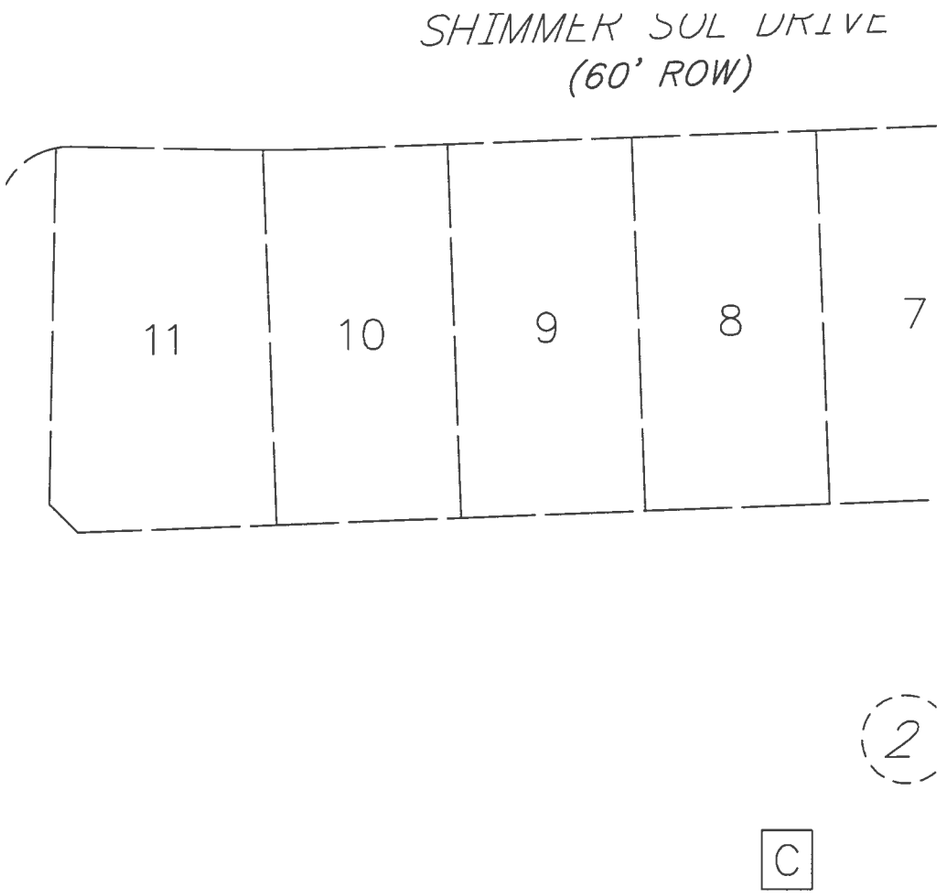
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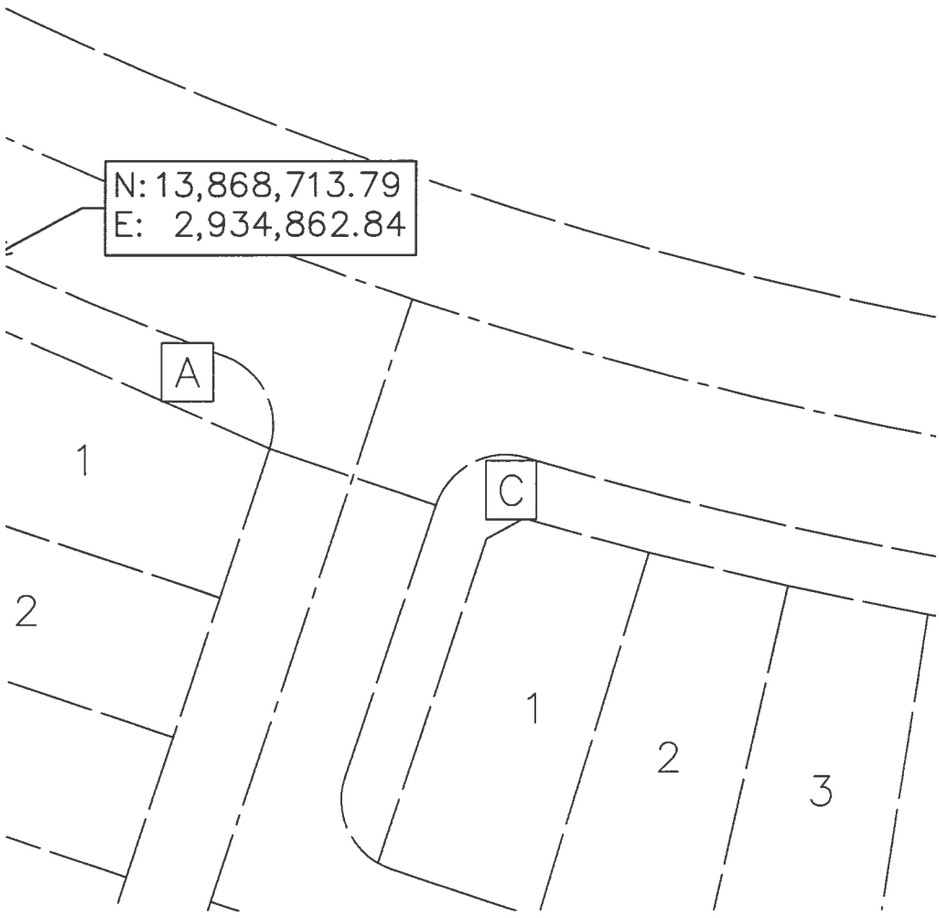


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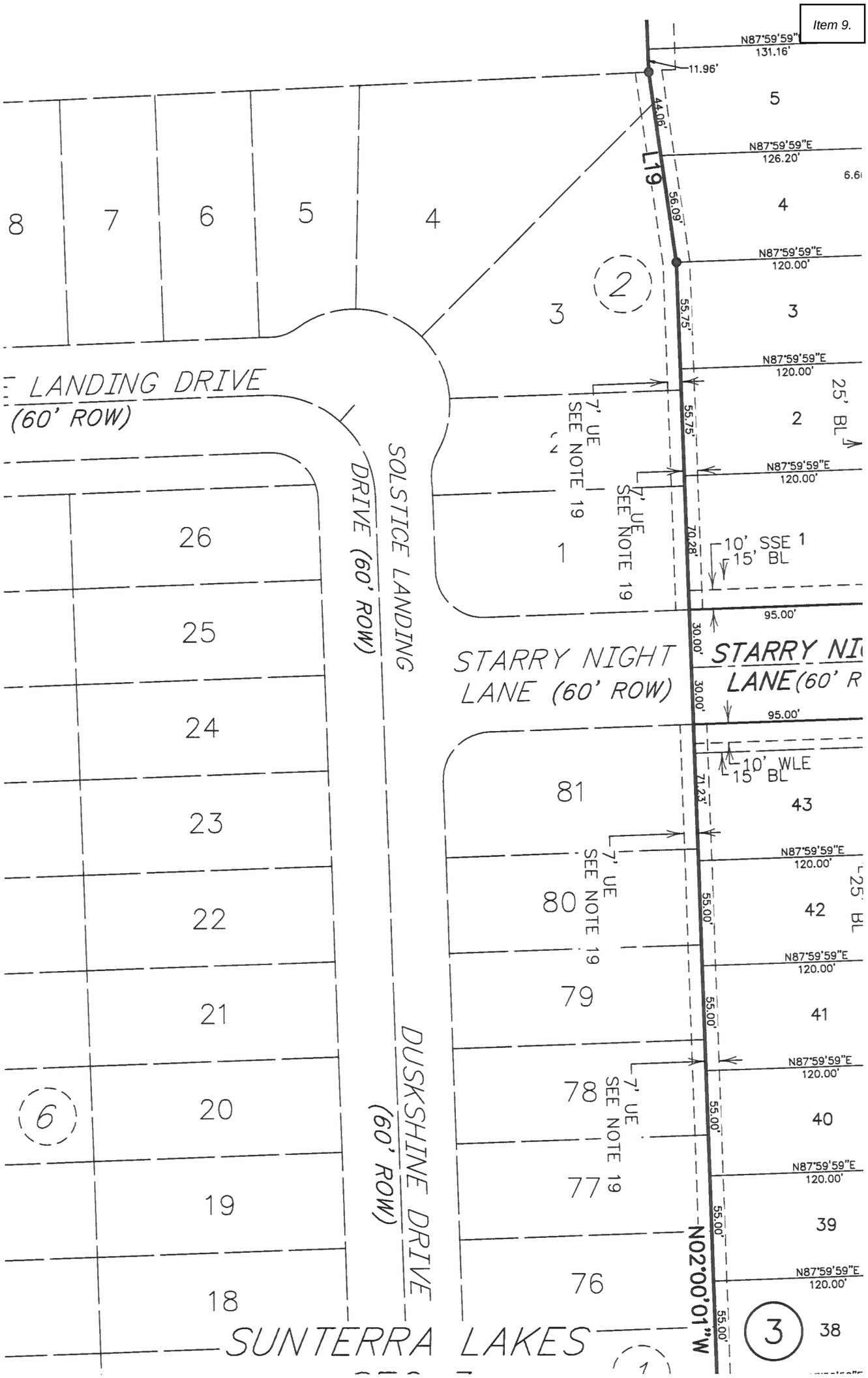
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DATE: MARCH 2025 SCALE 1"=60' SHEET 10 OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

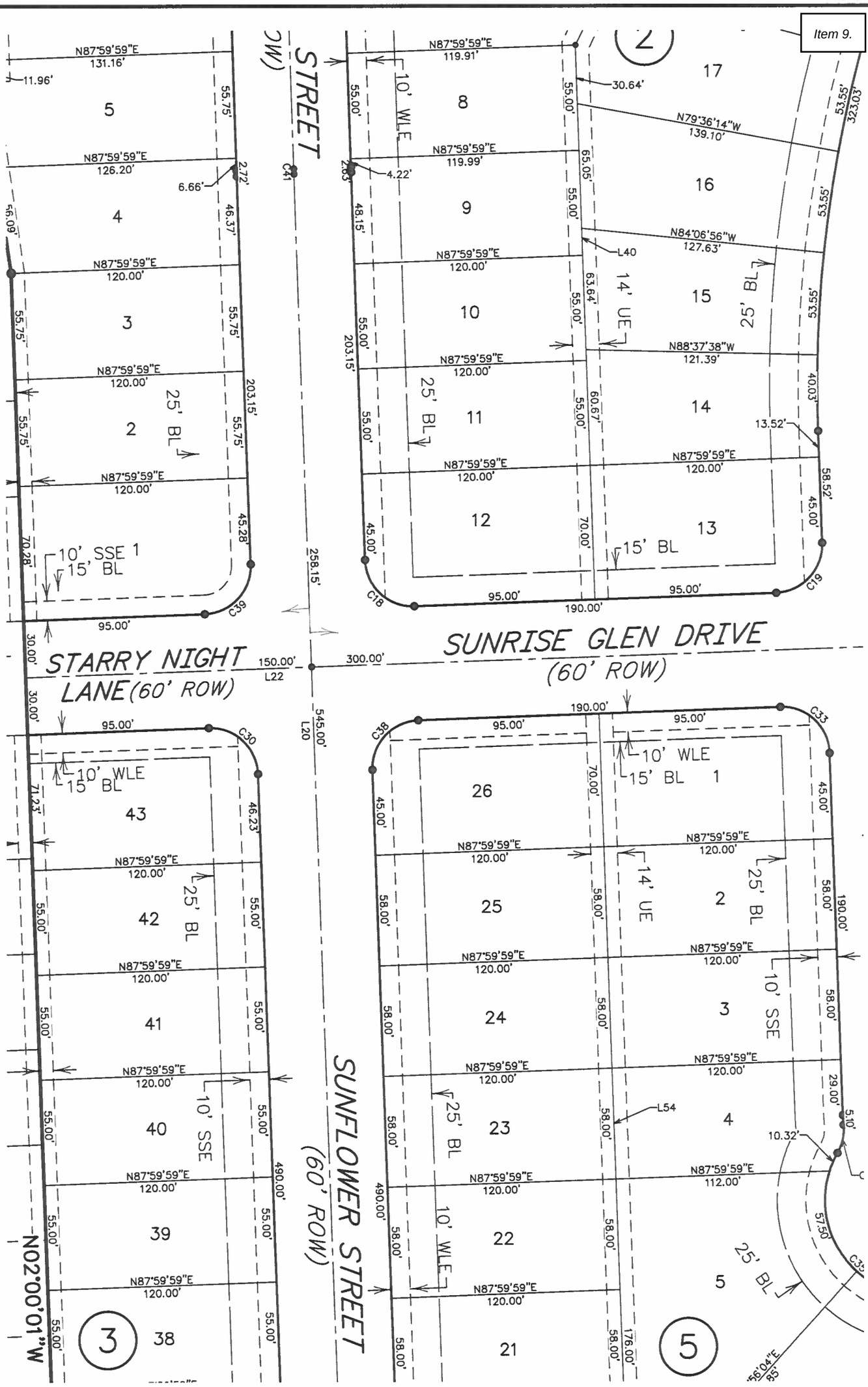
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SCALE 1"=60'			
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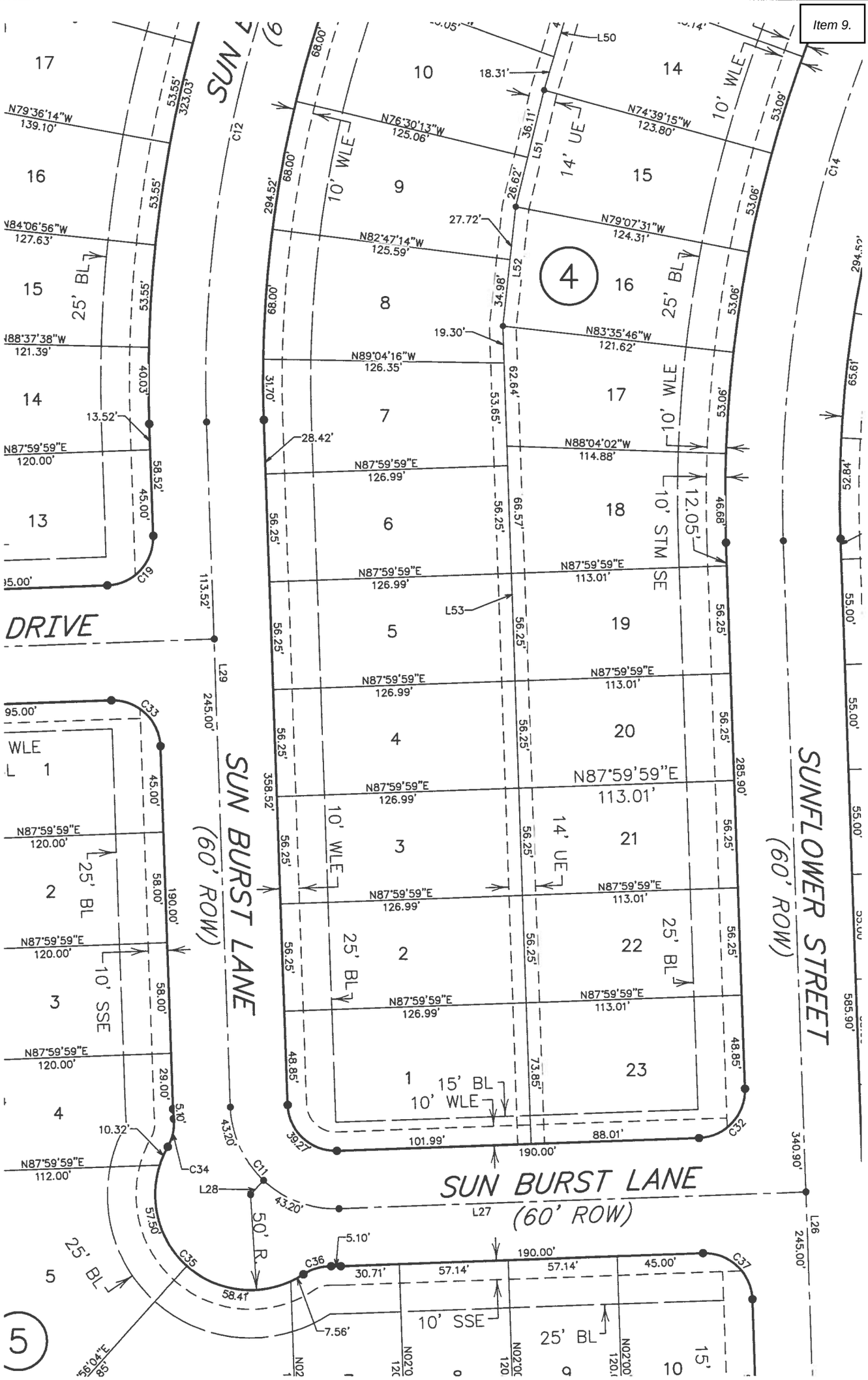
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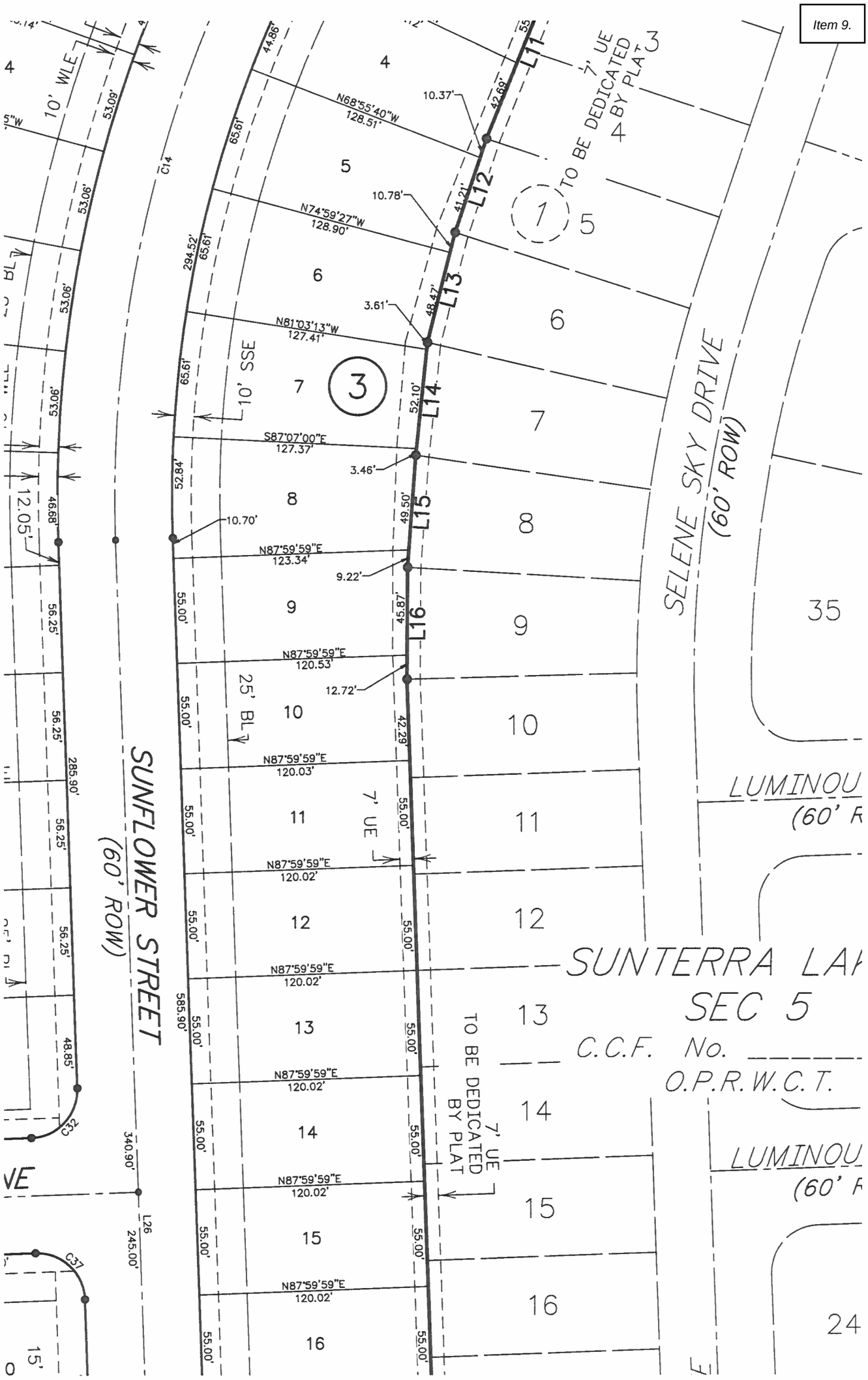
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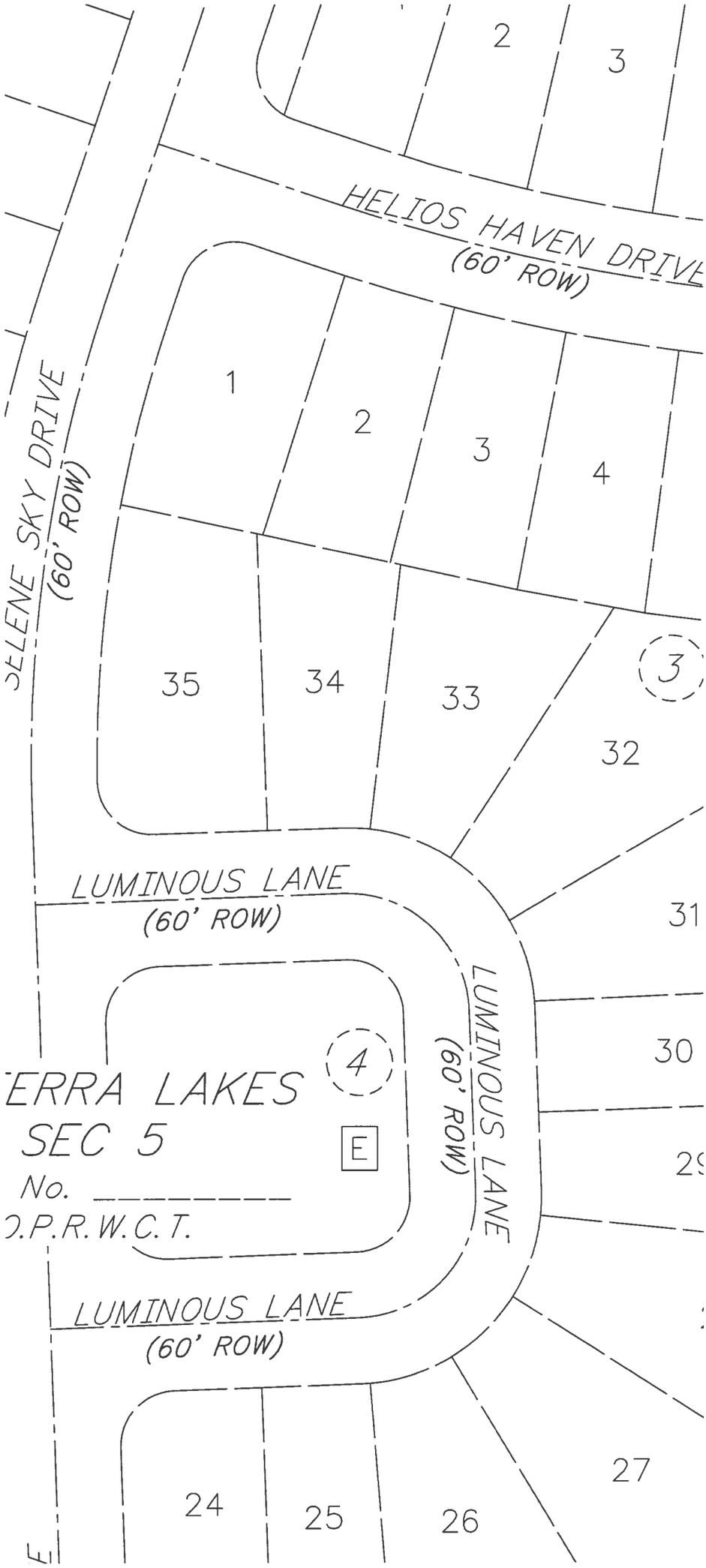
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SHEET 1S OF 1			

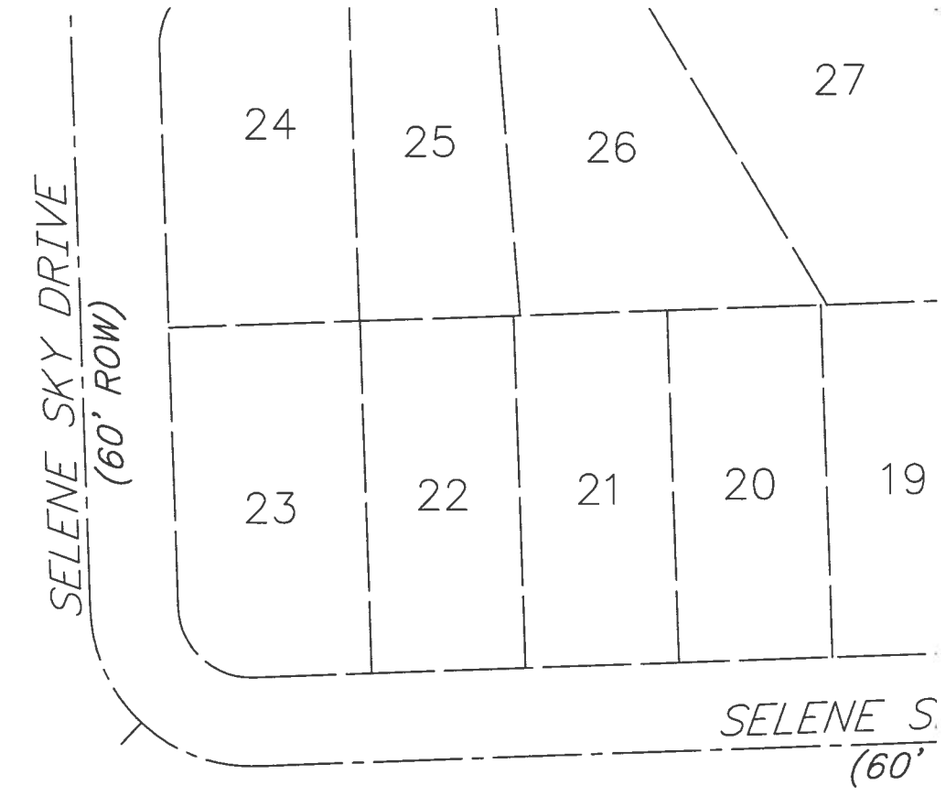
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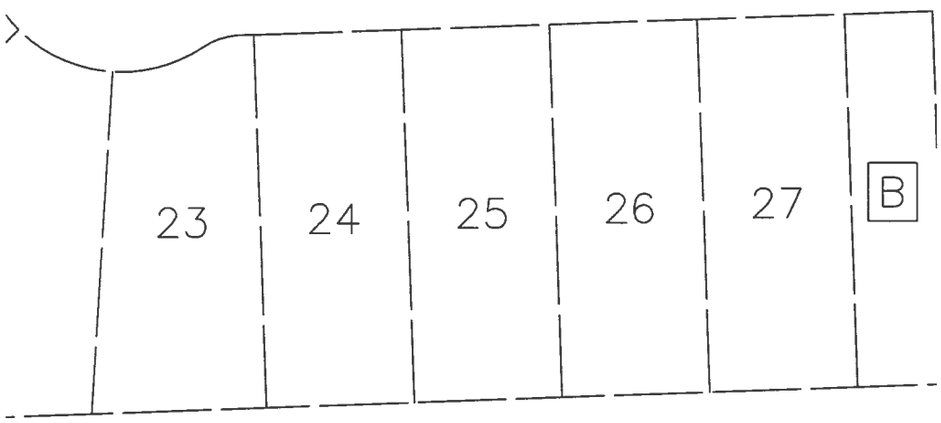


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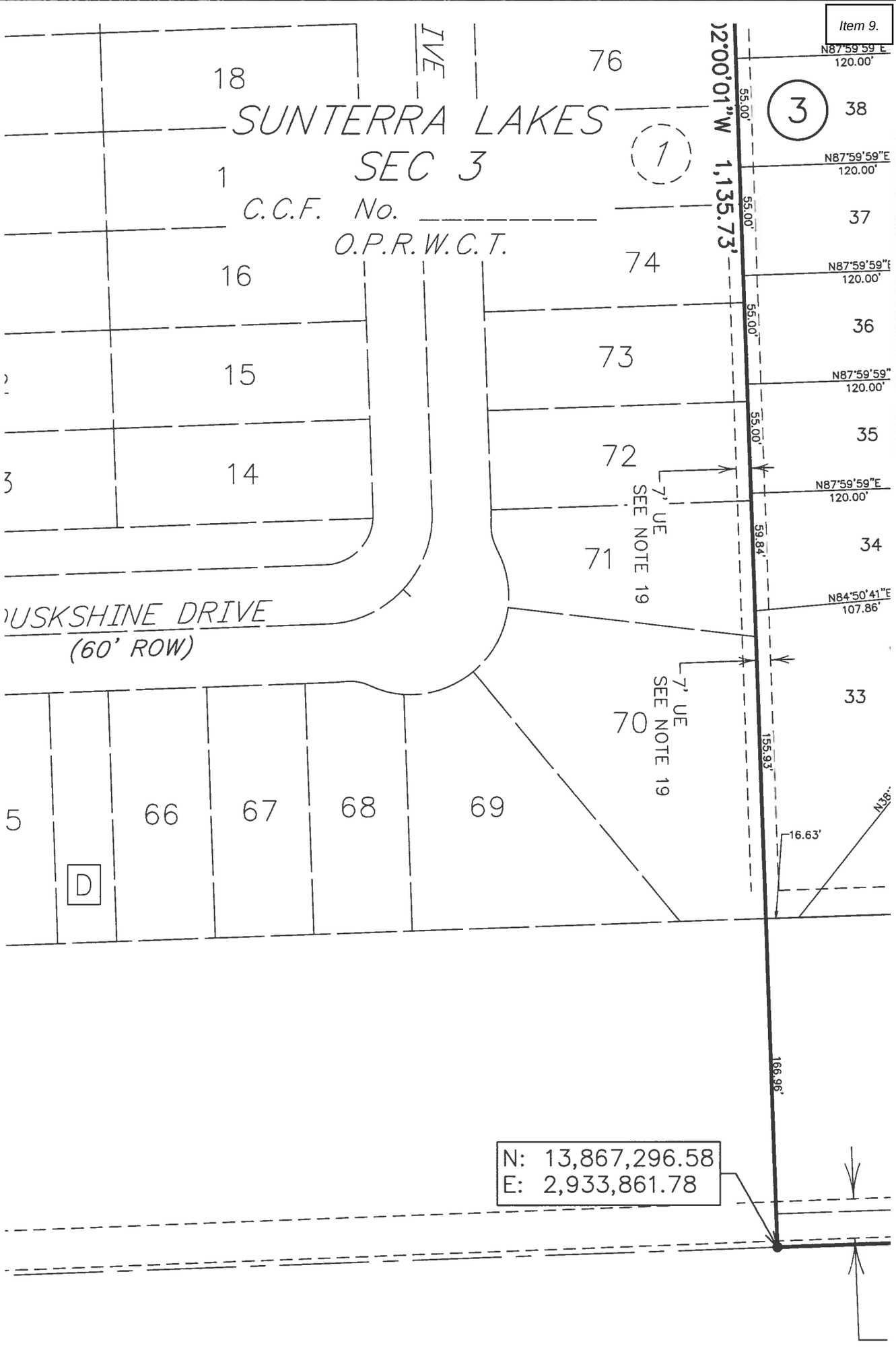


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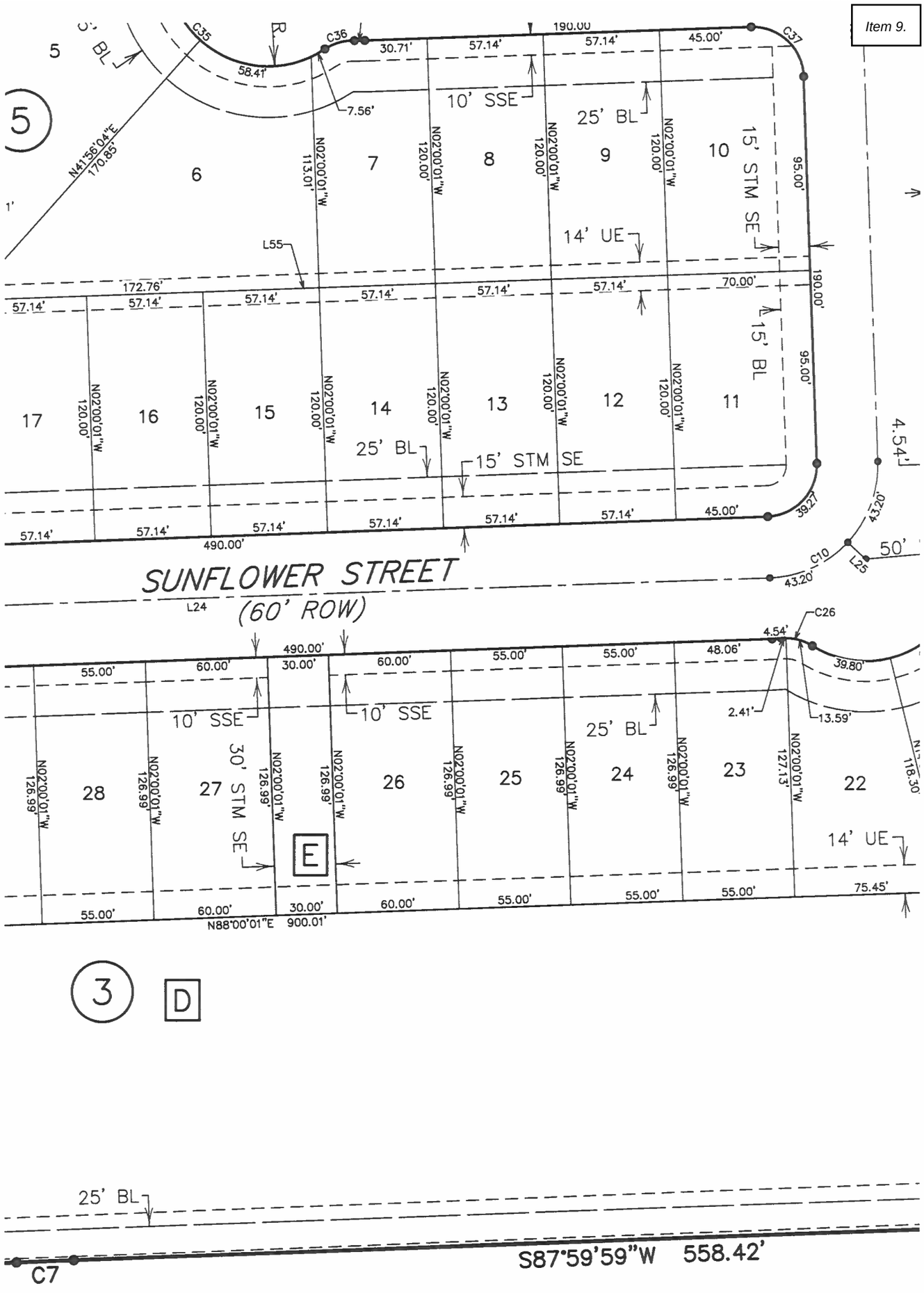
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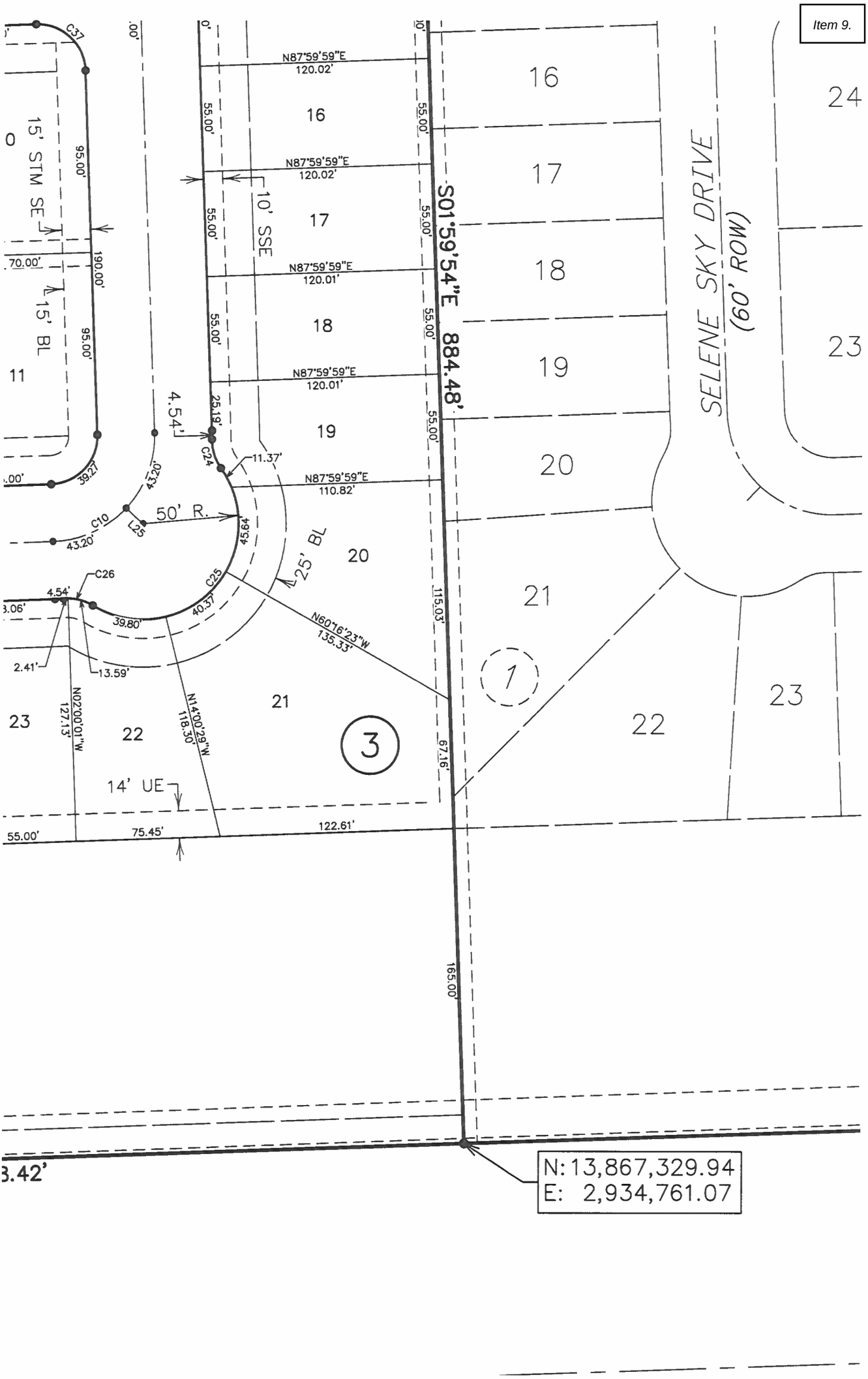
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SCALE 1"=60'			
SHEET 1W OF 1			

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BS



DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 4	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-25290 & 10046100 7122 West Grand Parkway North, Suite 150 · Katy, TX 77449 · 832.913.4000
SCALE 1"=60'			
SHEET 1X OF 1			

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BS

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes Section 5

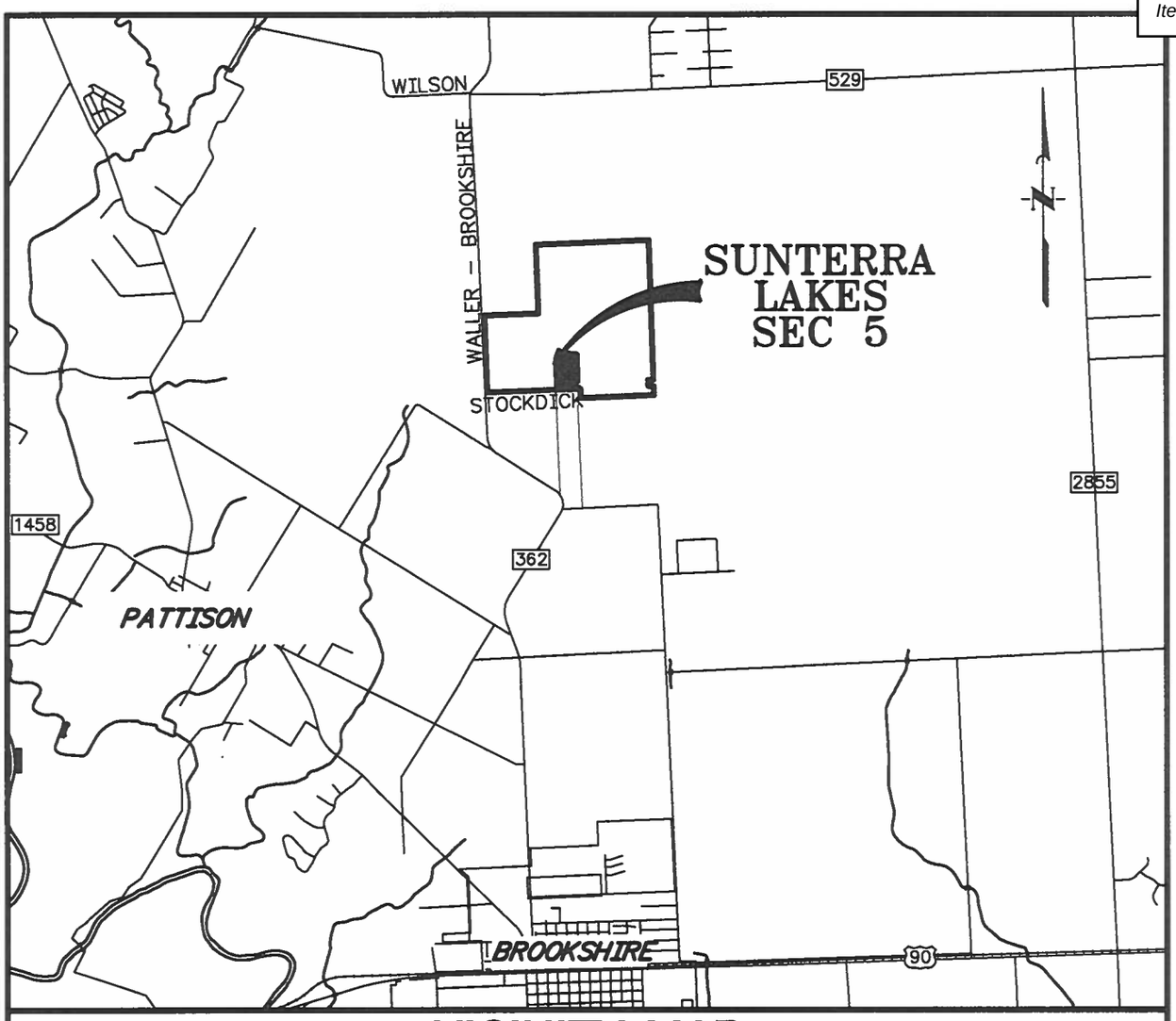
Date: May 28, 2025

Background

Final Plat of Sunterra Lakes Section 5 which consists of 23.78 acres will include 89 Lots, 6 Reserves and 4 Blocks in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
N.T.S.
KEY MAP 401Z

FINAL PLAT OF
SUNTERRA LAKES
SEC 5

A SUBDIVISION OF 23.78 ACRES OF LAND
OUT OF THE
H. & T. C. RR. CO. SURVEY
SECTION 49, A-142
WALLER COUNTY, TEXAS
89 LOTS 6 RESERVES 4 BLOCKS
MARCH 2025

BKDD PERMIT NO. 2024-131

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1A OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 23.78 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the upper southwest corner of the residue of said called 639.96 acre tract, being in the east right–of–way line of F. M. Highway 362 (100–feet wide), same being the northwest corner of an adjoining called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas;

Thence North 87 degrees 59 minutes 59 seconds East along the upper south line of said called 639.96 acre tract, same being the north line of said adjoining called 20.00 acre tract and the north line of an adjoining called 22.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, 2,456.78 feet;

Thence North 02 degrees 00 minutes 01 second West crossing the residue of said called 639.96 acre tract, 60.00 feet to the southwest corner and Place of Beginning of the herein described tract;

Thence establishing the west line of the herein described tract, crossing the residue of said called 639.96 acre tract with the following courses and distances:

North 01 degree 59 minutes 54 seconds West, 884.48 feet;

North 00 degrees 16 minutes 07 seconds East, 58.60 feet;

North 04 degrees 11 minutes 23 seconds East, 58.72 feet;

North 05 degrees 57 minutes 38 seconds East, 59.17 feet;

North 14 degrees 10 minutes 58 seconds East, 59.25 feet;

North 18 degrees 30 minutes 40 seconds East, 51.58 feet;

North 21 degrees 54 minutes 18 seconds East, 101.17 feet;

North 21 degrees 59 minutes 19 seconds East, 48.64 feet;

North 23 degrees 57 minutes 08 seconds East, 65.85 feet;

North 24 degrees 12 minutes 58 seconds East, 20.32 feet to the northwest corner of the herein described tract, being a point in a non–tangent curve to the left;

Thence establishing the north line of the herein described tract with the following courses and distances:

Thence with said non–tangent curve to the left, having a central angle of 03 degrees 29 minutes 42 seconds, an arc length of 87.84 feet, a radius of 1,440.00 feet, and a chord bearing South 67 degrees 31 minutes 52 seconds East, 87.82 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 87 degrees 50 minutes 54 seconds, an arc length of 38.33 feet, a radius of 25.00 feet, and a chord bearing South 25 degrees 21 minutes 16 seconds East, 34.69 feet;

South 71 degrees 25 minutes 49 seconds East, 60.00 feet to a point in a non–tangent curve to the right;

Thence with said non–tangent curve to the right, having a central angle of 87 degrees 50 minutes 54 seconds, an arc length of 38.33 feet, a radius of 25.00 feet, and a chord bearing North 62 degrees 29 minutes 38 seconds East, 34.69 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 16 degrees 47 minutes 51 seconds, an arc length of 422.16 feet, a radius of 1,440.00 feet, and a chord bearing South 81 degrees 58 minutes 50 seconds East, 420.65 feet to the northeast corner of the herein described tract, being a point at the beginning of a reverse curve to the right;

Thence establishing the east line of the herein described tract with the following courses and distances:

Thence with said reverse curve to the right, having a central angle of 43 degrees 31 minutes 52 seconds, an arc length of 64.58 feet, a radius of 85.00 feet, and a chord bearing South 68 degrees 36 minutes 49 seconds East, 63.04 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 01 degree 10 minutes 09 seconds, an arc length of 1.94 feet, a radius of 95.00 feet, and a chord bearing South 47 degrees 25 minutes 57 seconds East, 1.94 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 46 degrees 01 minute 01 second, an arc length of 68.27 feet, a radius of 85.00 feet, and a chord bearing South 25 degrees 00 minutes 31 seconds East, 66.45 feet;

South 02 degrees 00 minutes 01 second East, 317.50 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 42 degrees 59 minutes 59 seconds West, 35.36 feet;

South 02 degrees 00 minutes 01 second East, 60.00 feet to a point in a non–tangent curve to the right;

Thence with said non–tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 47 degrees 00 minutes 01 second East, 35.36 feet;

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60' SCALE NTS			
SHEET 1B OF 1			

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South 02 degrees 00 minutes 01 second East, 60.00 feet to a point in a non–tangent curve to the right;

Thence with said non–tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 47 degrees 00 minutes 01 second East, 35.36 feet;

South 02 degrees 00 minutes 01 second East, 487.05 feet;

South 87 degrees 59 minutes 59 seconds West, 20.00 feet;

South 40 degrees 17 minutes 42 seconds West, 161.57 feet;

North 88 degrees 01 minute 17 seconds East, 128.73 feet;

South 02 degrees 00 minutes 01 second East, 81.30 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 38 minutes 34 seconds, an arc length of 47.46 feet, a radius of 30.00 feet, and a chord bearing South 43 degrees 19 minutes 17 seconds West, 42.66 feet to the southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract with the following courses and distances:

South 88 degrees 38 minutes 34 seconds West, 66.97 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 00 degrees 38 minutes 34 seconds, an arc length of 28.72 feet, a radius of 2,560.00 feet, and a chord bearing South 88 degrees 19 minutes 17 seconds West, 28.72 feet;

South 87 degrees 59 minutes 59 seconds West, 704.62 feet to the Place of Beginning and containing 23.78 acres of land, more or less.

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DATE: MARCH 2025

SCALE 1"=60'

SHEET 1B2 OF 1

FINAL PLAT OF
SUNTERRA
LAKES
SEC 5

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713–783–6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

General Notes

1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single–family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076602100218A, Dated February 18, 2025.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. All coordinates shown are grid based on the Texas Coordinate System, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 0.99989432.
7. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
8. A minimum of ten (10) feet shall be provided between sides of residential dwellings.
9. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500–year floodplain elevation, in the 100–year floodplain. Within the 500–year, these structures must be elevated to one (1) foot above the 500–year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
12. No structure in this subdivision shall be occupied until connected to a public sewer system.
13. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0375E, Panel 0350, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.
15. 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 county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
16. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court 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 Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county 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. 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 county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Astro Sunterra West, L.P., a Delaware Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.There are pipeline easements within the platted area.
17. These offsite Utility Easements were recorded with the Final Plat of Sunterra Lakes Sec 4.
18. TBM 555545: Being a 3/4" iron rod with cap marked "Quiddity Eng. Control" located approximately 2,423 feet southeast from a 5/8" Iron Rod with cap marked "Quiddity" found for the lower northwest corner of a called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, also being approximately 1,161 feet southeast from a 5/8" Iron rod with cap marked "Quiddity" found for the lower northeast corner of said called 639.96 acre tract, being also being approximately 2,692 feet northeast from a 1/2" Iron pipe found for the southwest corner of said called 639.96 acre tract.
    Coordinates – N: 13868903.09 E: 2934378.97 Elevation: 183.86' (NAVD 88)
19. Tract is subject to Telecommunications Easement recorded under C.C.F. No. 2409048, O.P.R.W.C.T.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1C OF 1			

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Legend

AC . . . . . ."Acre"
BL . . . . . ."Building Line"
Esmt . . . . . "Easement"
C.C.F. . . . . ."County Clerk's File"
D.R.W.C.T. . . . ."Deed Records Waller County Texas"
GBL. . . . . ."Garage Building Line"
I.R.F. . . . . ."Found 5/8" iron rod with cap stamped "Quiddity Eng. Property Corner"
No . . . . . ."Number"
O.P.R.W.C.T. . . "Official Public Records, Waller County, Texas"
ROW . . . . . ."Right-of-Way"
Sq Ft . . . . . "Square Feet"
SSE . . . . . "Sanitary Sewer Easement"
STM SE . . . . . "Storm Sewer Easement"
UE . . . . . ."Utility Easement"
VOL. PG. . . . . "Volume, Page"
WLE . . . . . "Waterline Easement"
(1) . . . . . "Block Number"
● . . . . . "Set 3/4-inch iron rod (with Cap Stamped "Quiddity Eng. Property Corner")
. . . . . "Street Name Break"

RESTRICTED RESERVE A
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.05 AC
2,311 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.09 AC
3,810 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.54 AC
23,666 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Drainage and Detention Purposes Only
3.01 AC
131,257 Sq. Ft.

RESTRICTED RESERVE E
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.40 AC
17,479 Sq. Ft.

RESTRICTED RESERVE F
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.29 AC
12,524 Sq. Ft.

RESERVE TOTALS
4.38 AC
191,047 Sq. Ft.

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1D OF 1			

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°25'49"W	60.00'
L2	S02°00'01"E	60.00'
L3	S87°59'59"W	20.00'
L4	S40°17'42"W	161.57'
L5	N88°01'17"E	128.73'
L6	S02°00'01"E	81.30'
L7	S88°38'34"W	66.97'
L8	N00°16'07"E	58.60'
L9	N04°11'23"E	58.72'
L10	N05°57'38"E	59.17'
L11	N14°10'58"E	59.25'
L12	N18°30'40"E	51.58'
L13	N21°54'18"E	101.17'
L14	N21°59'19"E	48.64'
L15	N23°57'08"E	65.85'
L16	N24°12'58"E	20.32'
L17	N18°34'11"E	228.72'
L18	S02°00'01"E	481.32'
L19	S87°59'59"W	140.65'
L20	S02°00'01"E	82.82'
L21	S87°59'59"W	140.65'
L22	N42°59'59"E	10.00'
L23	S87°59'59"W	395.65'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N48°48'37"W	12.15'
L25	S02°00'01"E	630.72'
L26	N87°59'59"E	150.00'
L27	S40°45'54"W	5.00'
L28	S83°19'02"E	142.11'
L29	N71°25'49"W	85.39'
L30	S61°57'48"W	14.53'
L31	S74°38'35"E	44.27'
L32	S76°28'51"E	48.85'
L33	S78°23'49"E	48.81'
L34	S80°20'01"E	49.88'
L35	S82°18'48"E	51.01'
L36	S84°18'55"E	51.01'
L37	S86°41'15"E	69.88'
L38	S89°14'31"E	64.98'
L39	N45°37'16"W	86.87'
L40	N42°59'59"E	14.14'
L41	N87°59'59"E	114.49'
L42	S87°59'59"W	114.49'
L43	S47°00'01"E	14.14'
L44	N02°00'01"W	127.00'
L45	N02°00'01"W	127.00'
L46	N77°54'18"W	184.57'

LINE TABLE		
LINE	BEARING	DISTANCE
L47	N79°46'25"W	59.09'
L48	S83°06'03"E	54.83'
L49	S83°19'02"E	141.08'
L50	S02°00'01"E	454.89'
L51	S87°59'59"W	445.65'

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DATE: MARCH 2025

SCALE 1"=60'

SHEET 1E OF 1

FINAL PLAT OF
SUNTERRA
LAKES
SEC 5

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1,440.00'	3°29'42"	87.84'	N67°31'52"W	87.82'	43.93'
C2	25.00'	87°50'54"	38.33'	N25°21'16"W	34.69'	24.08'
C3	25.00'	87°50'54"	38.33'	N62°29'38"E	34.69'	24.08'
C4	1,440.00'	16°47'51"	422.16'	S81°58'50"E	420.65'	212.61'
C5	85.00'	43°31'52"	64.58'	S68°36'49"E	63.04'	33.94'
C6	95.00'	1°10'09"	1.94'	S47°25'57"E	1.94'	0.97'
C7	85.00'	46°01'01"	68.27'	S25°00'31"E	66.45'	36.10'
C8	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C9	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'
C10	30.00'	90°38'34"	47.46'	S43°19'17"W	42.66'	30.34'
C11	2560.00'	0°38'34"	28.72'	S88°19'17"W	28.72'	14.36'
C12	650.00'	20°34'12"	233.36'	S08°17'05"W	232.11'	117.95'
C13	55.00'	90°00'00"	86.39'	N47°00'01"W	77.78'	55.00'
C14	55.00'	90°00'00"	86.39'	N42°59'59"E	77.78'	55.00'
C15	55.00'	90°00'00"	86.39'	S47°00'01"E	77.78'	55.00'
C16	55.00'	90°00'00"	86.39'	N42°59'59"E	77.78'	55.00'
C17	55.00'	81°19'01"	78.06'	N42°39'31"W	71.67'	47.24'
C18	850.00'	11°53'13"	176.35'	S77°22'25"E	176.03'	88.49'
C19	25.00'	90°00'00"	39.27'	S26°25'49"E	35.36'	25.00'
C20	25.00'	36°28'43"	15.92'	N78°26'37"E	15.65'	8.24'
C21	50.00'	141°55'53"	123.86'	N48°49'48"W	94.53'	144.93'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C22	25.00'	31°07'22"	13.58'	S06°34'27"W	13.41'	6.96'
C23	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'
C24	25.00'	78°27'47"	34.24'	S48°46'06"W	31.62'	20.41'
C25	25.00'	36°46'54"	16.05'	S19°10'09"E	15.77'	8.31'
C26	50.00'	157°29'58"	137.44'	N41°11'23"E	98.08'	251.36'
C27	25.00'	36°46'54"	16.05'	N78°27'05"W	15.77'	8.31'
C28	25.00'	35°05'48"	15.31'	S73°53'26"W	15.08'	7.91'
C29	50.00'	153°18'55"	133.79'	S47°00'01"E	97.30'	210.82'
C30	25.00'	35°05'48"	15.31'	N12°06'33"E	15.08'	7.91'
C31	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C32	85.00'	90°00'00"	133.52'	N42°59'59"E	120.21'	85.00'
C33	25.00'	91°06'24"	39.75'	S46°26'49"E	35.70'	25.49'
C34	25.00'	90°00'00"	39.27'	S63°34'11"W	35.36'	25.00'
C35	25.00'	90°00'00"	39.27'	S42°59'59"W	35.36'	25.00'
C36	25.00'	90°00'00"	39.27'	S47°00'01"E	35.36'	25.00'

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DATE: MARCH 2025

SCALE 1"=60'

SHEET 1F OF 1

FINAL PLAT OF
SUNTERRA
LAKES
SEC 5

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23790 & 10046100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

STATE OF TEXAS

COUNTY OF WALLER

We, Astro Sunterra West L.P., a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 23.78 acre tract described in the above and foregoing map of Sunterra Lakes Sec 5, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on 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 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 declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision Sunterra Lakes Sec 5 where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and to hereby make and establish and dedicate to the use of the public utilities forever 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, ect., 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 new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarter (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 driveway 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. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Astro Sunterra West L.P., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 21st day of March, 2025

Astro Sunterra West L.P.,
a Delaware Limited Partnership

By: Astro Sunterra West GP L.L.C.
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authorized Signer

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Signer 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of March, 2025.

_____
Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
Notary ID #135160965
My Commission Expires
November 6, 2028

DATE: MARCH 2025 SCALE 1"=60' SHEET 1G OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

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Certificate of Surveyor

This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above 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.

No portion 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 FIRM Map #48473C0350E dated 2/18/2009.

No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County FIRM Map #48473C0350E dated 2/18/2009.



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–131

APPROVED BY THE BOARD OF SUPERVISORS ON 1·13·2025
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.

DATE: FEBRUARY 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=80'			
SHEET 1H OF 1			

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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
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 2025, at _____ o'clock __M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County,
Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 2025.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E. Smith, P.E., RPLS
Commissioner, Precinct 2

_____
Kendric D. Jones
Commissioner, Precinct 3

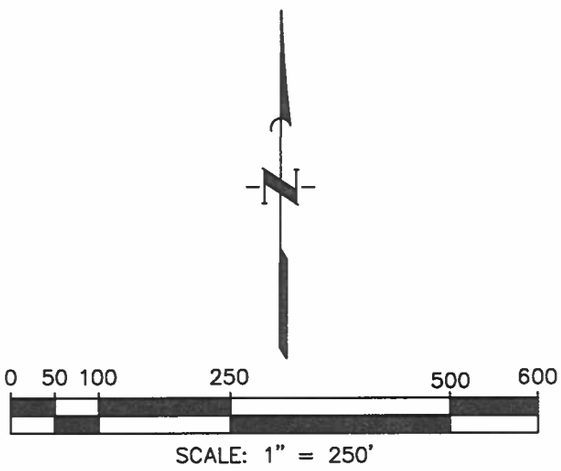
_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: MARCH 2025 SCALE 1"=60' SHEET 1I OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F 23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1J OF 1			

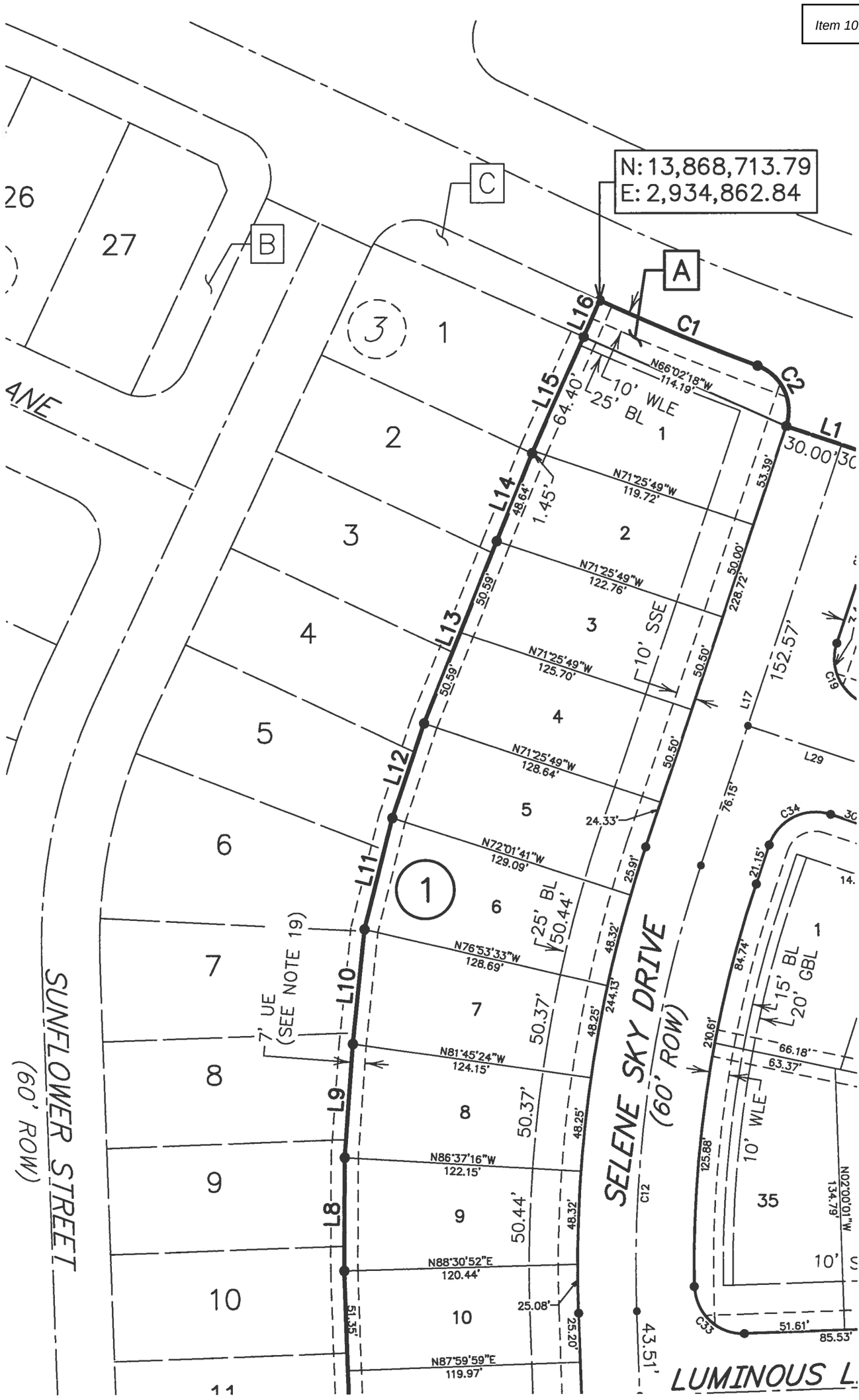
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DATE: MARCH 2025 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1L OF 1			

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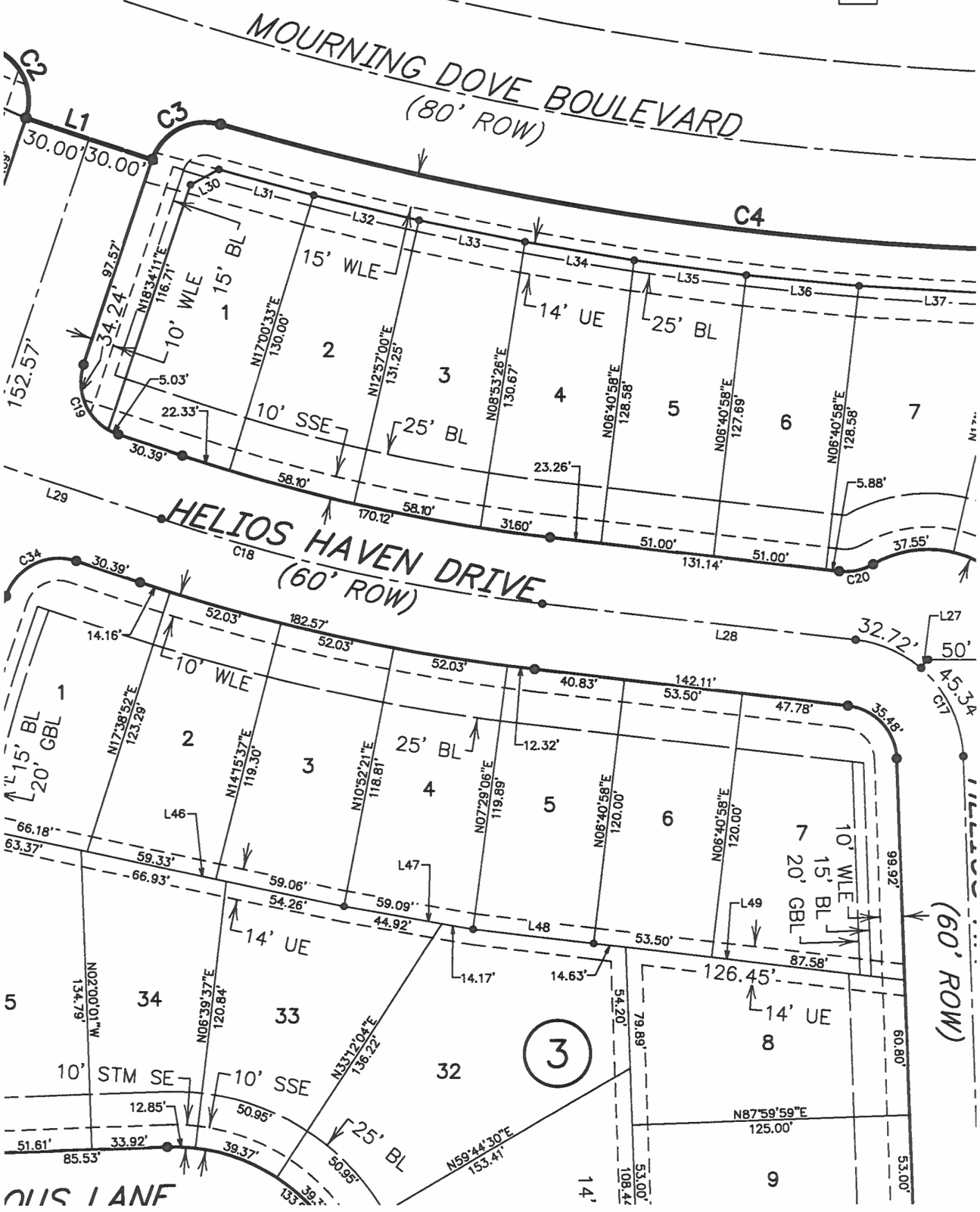
SUNTERRA LAKES
SEC 2

C.C.F. No. _____

O.P.R.W.C.T.

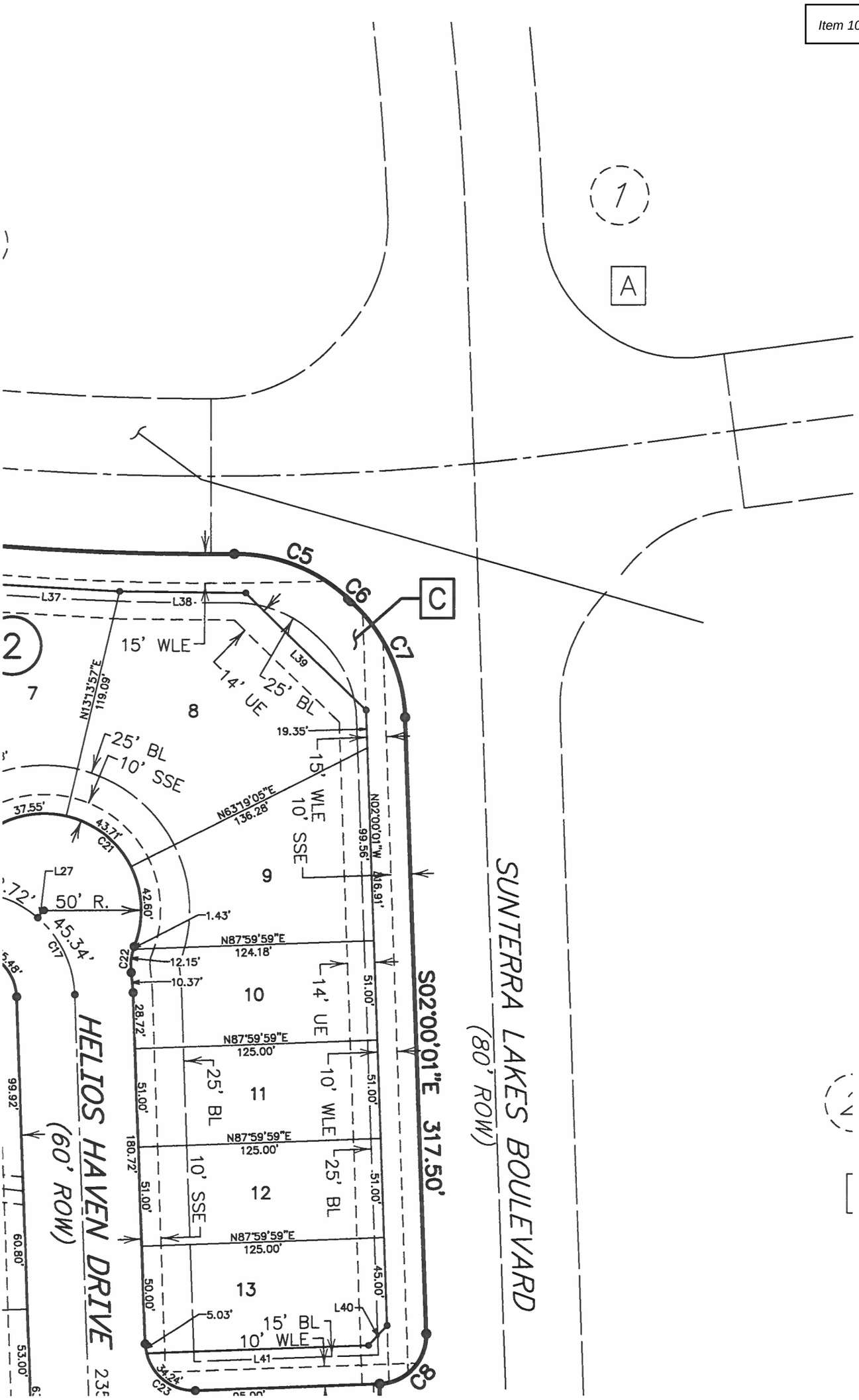
2

C



DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1M OF 1			

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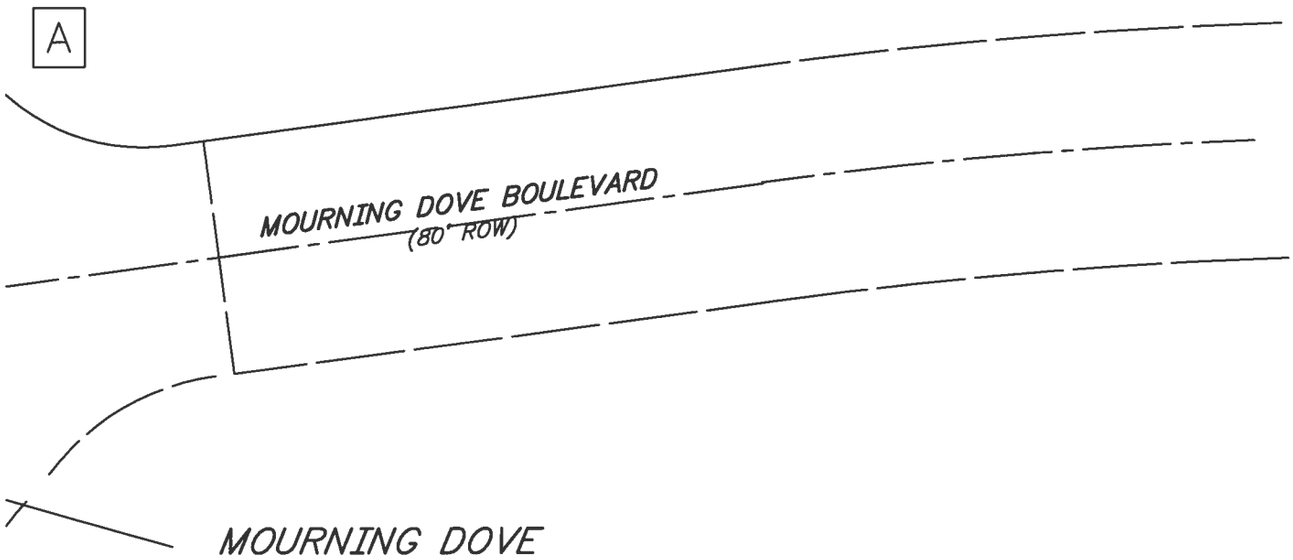


DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1N OF 1			

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A



MOURNING DOVE BOULEVARD STREET DEDICATION SEC 1

C.C.F. No. _____

O.P.R.W.C.T.

2

B

SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION

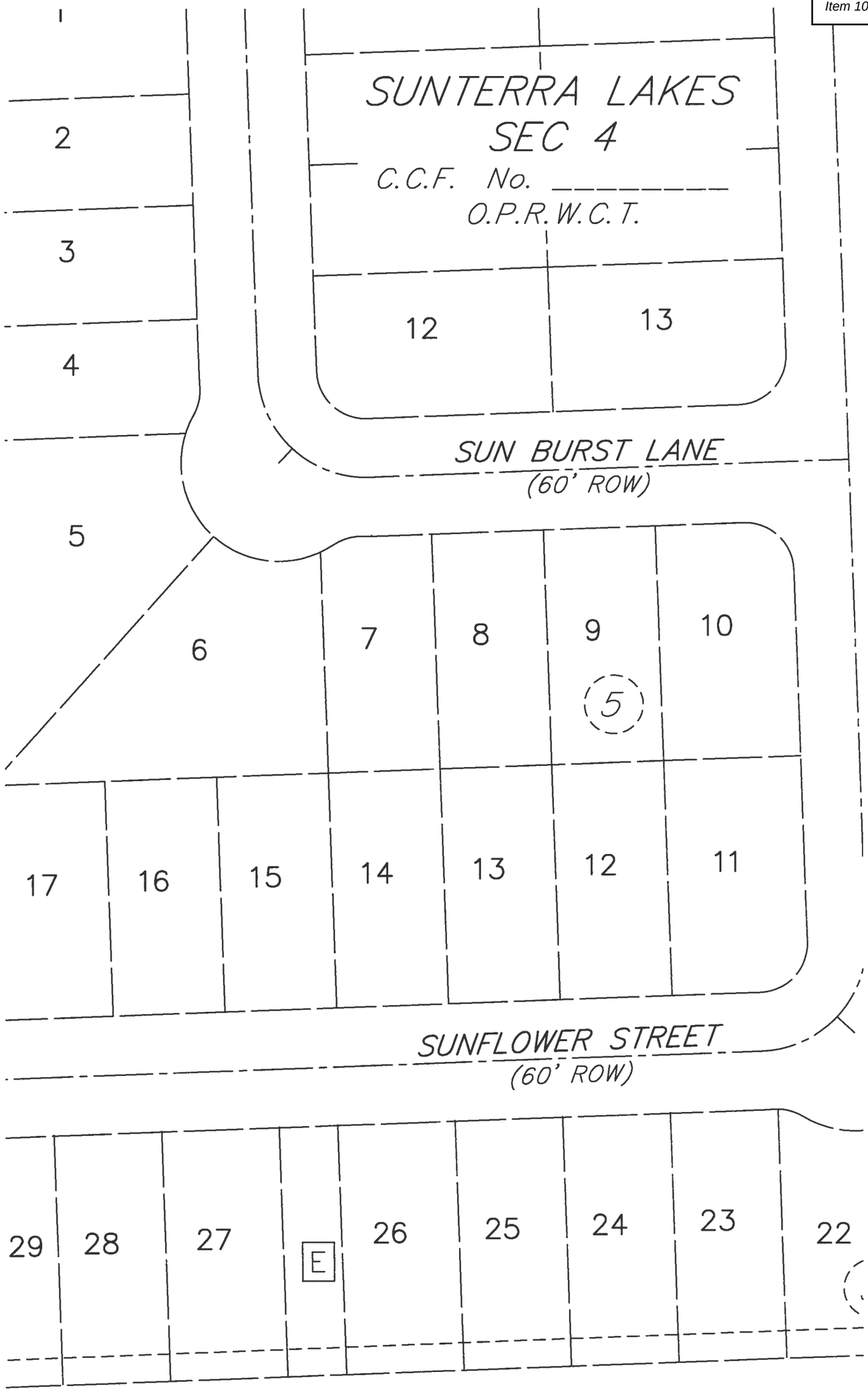
C.C.F. No. _____

O.P.R.W.C.T.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10046100 7322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 10 OF 1			

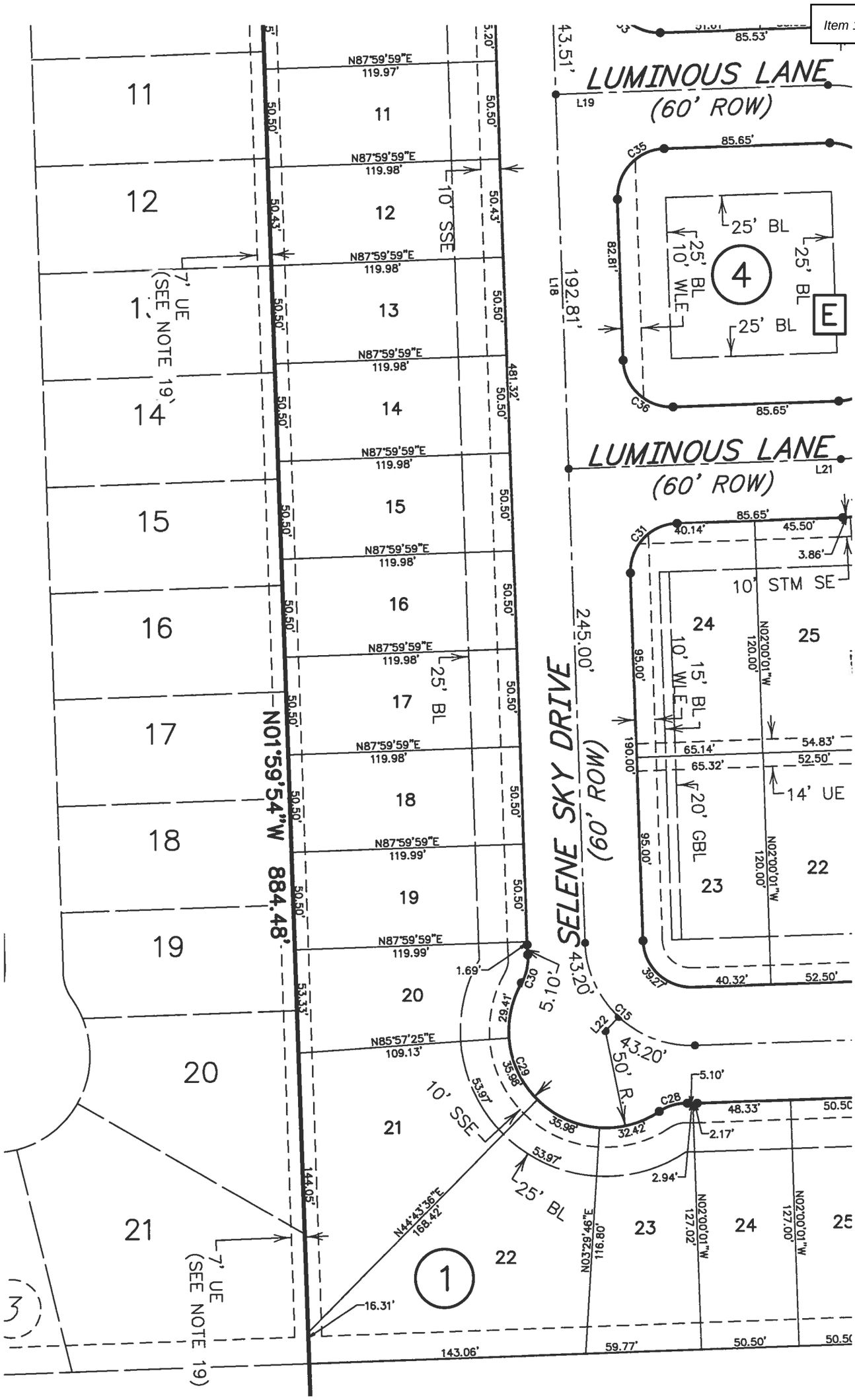
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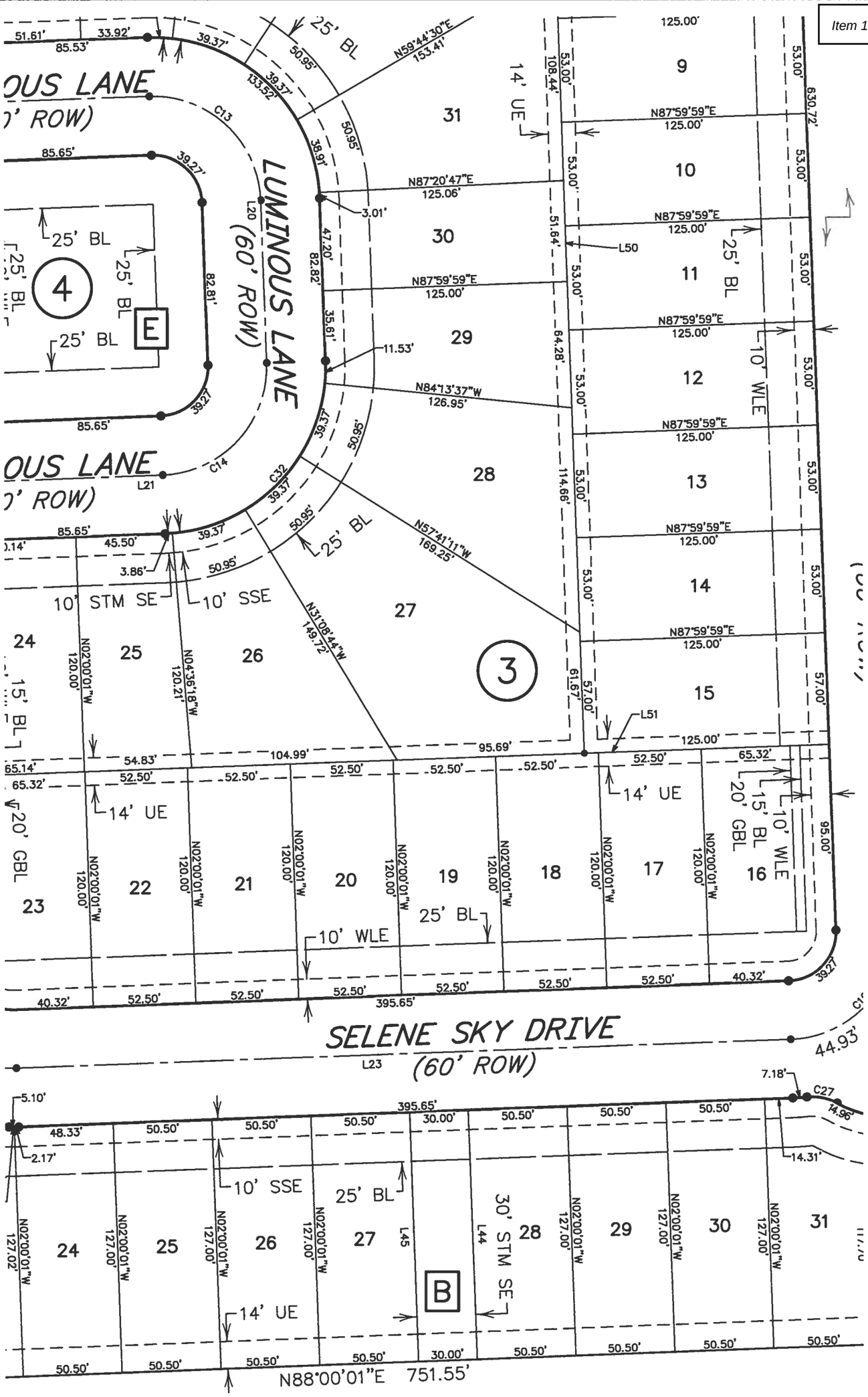
DATE: MARCH 2025 SCALE 1"=60' SHEET 1P OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F 23790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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DATE: MARCH 2025 SCALE 1"=60' SHEET 1Q OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No. F-33790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

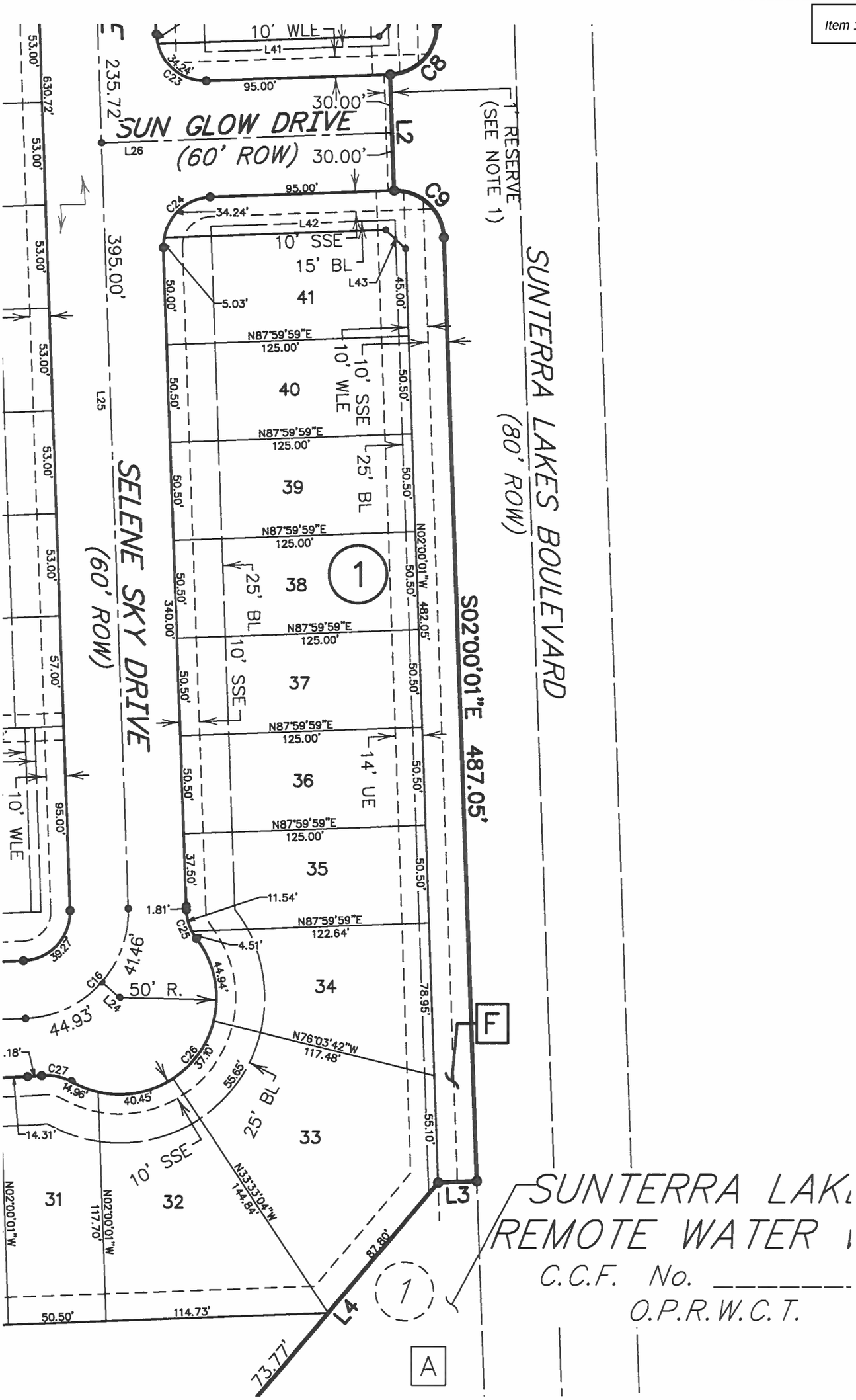
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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1R OF 1			

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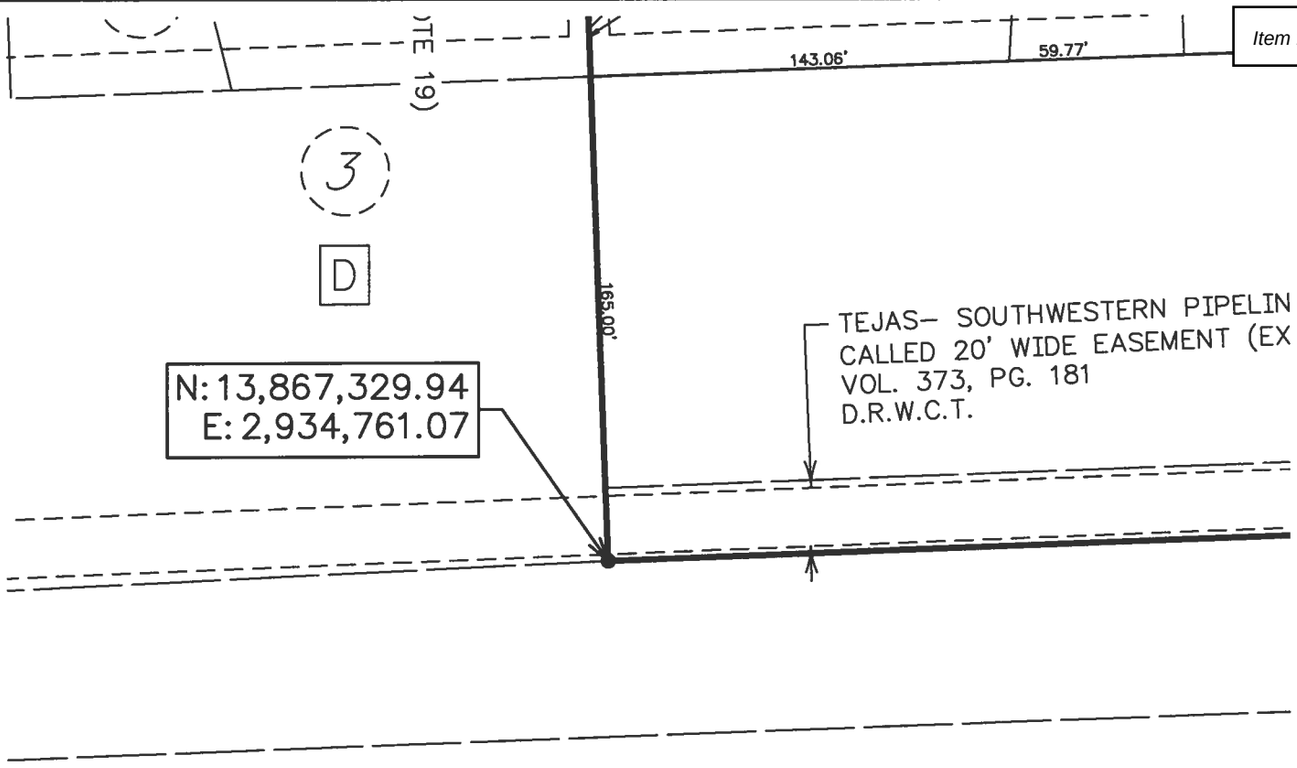
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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1S OF 1			

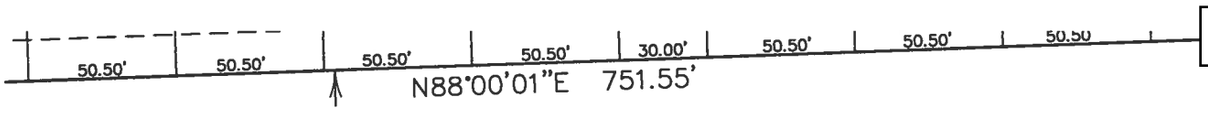
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DATE: MARCH 2025 SCALE 1"=60' SHEET 1T OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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D

↓ PIPELINE CO.
MENT (EX. "A")

25' BL

S87°59'59"W 704.62'

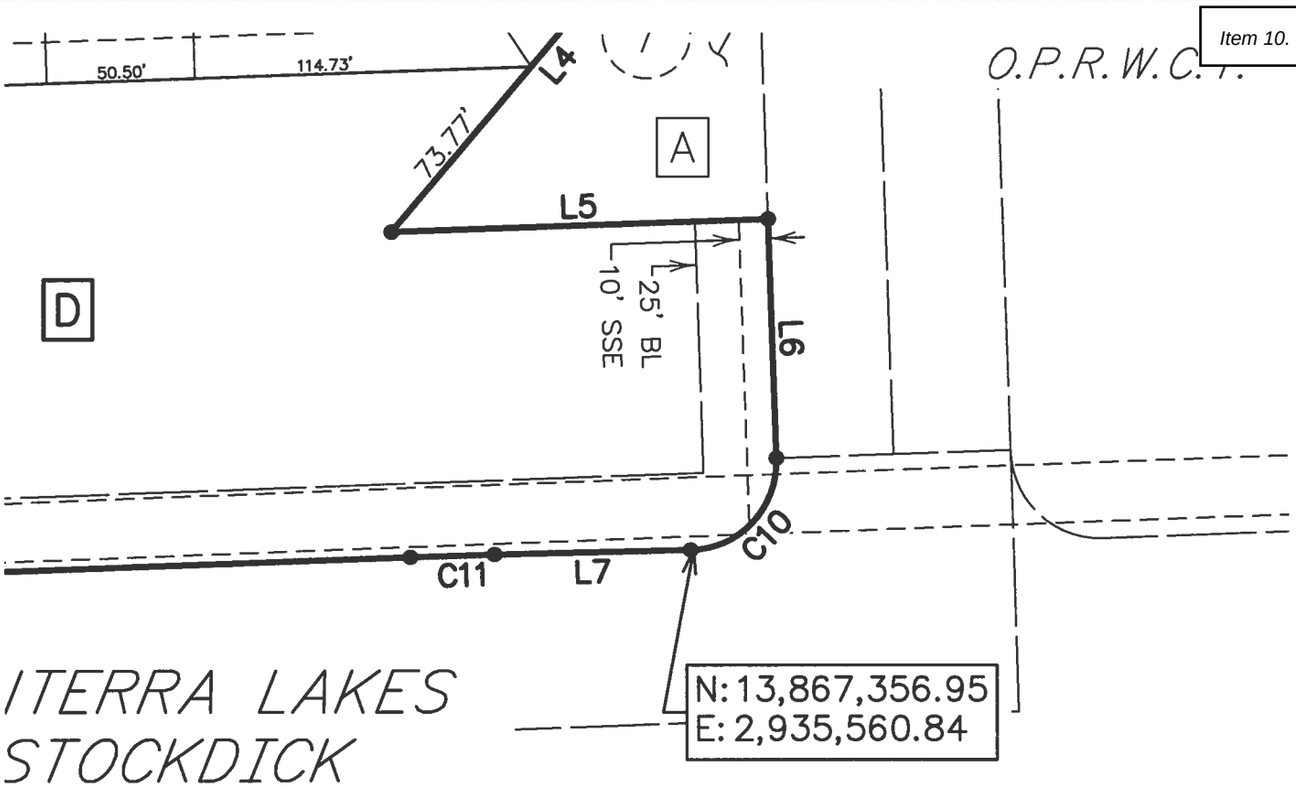
STOCKDICK ROAD
(100' ROW)

SUNTERR.
STOCK
STREET DE
SEC

C.C.F. No. _
O.P.R.

DATE: MARCH 2025 SCALE 1"=60' SHEET 1U OF 1	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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ITERRA LAKES
STOCKDICK
ET DEDICATION
SEC 1
F. No. _____
O.P.R.W.C.T.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES SEC 5	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1V OF 1			

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes Detention Reserves and Street Dedication

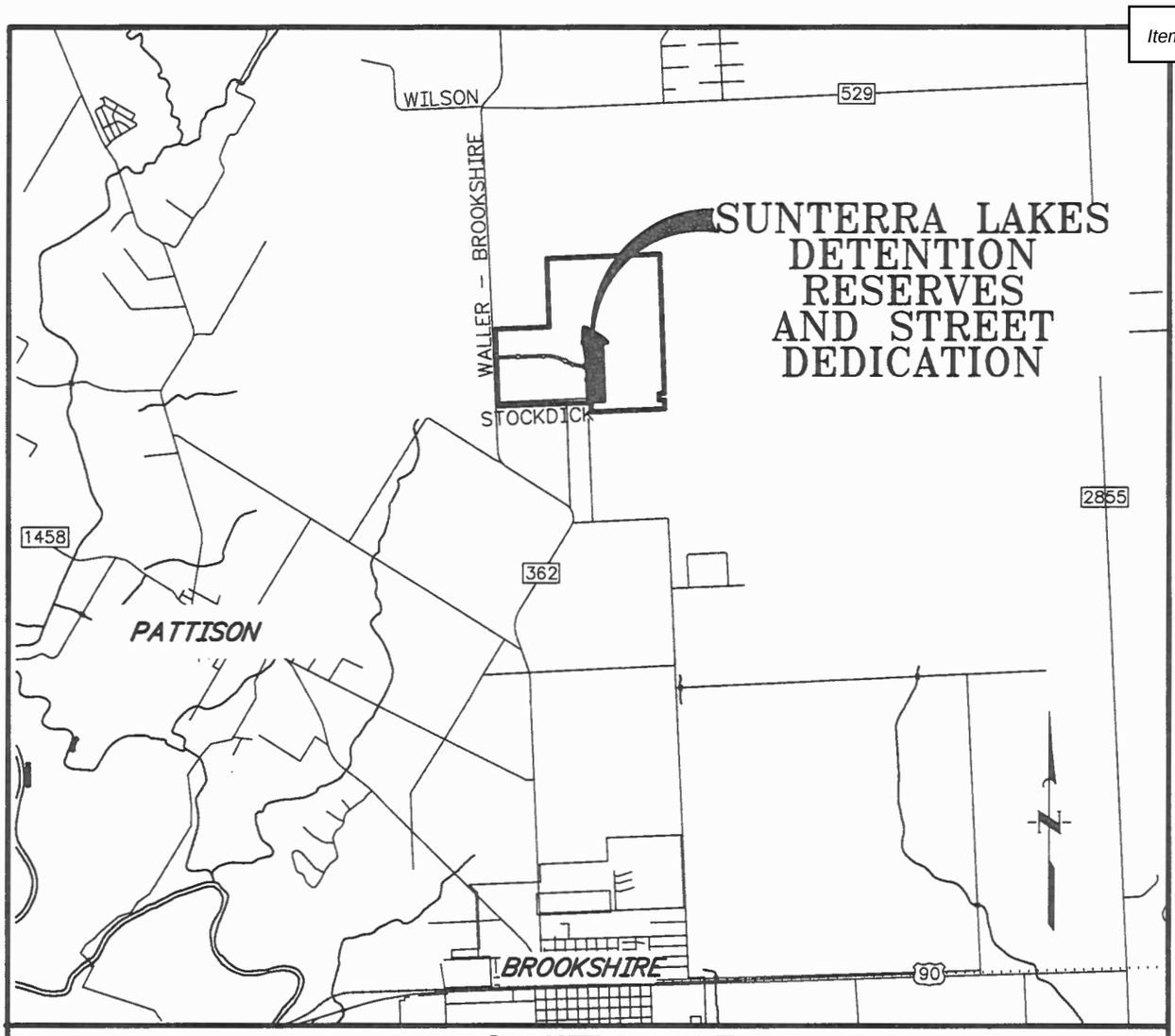
Date: May 28, 2025

Background

Final Plat of Sunterra Lakes Detention Reserves and Street Dedication which consists of 33.14 acres will include 2 Blocks and 2 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
N.T.S.

KEY MAP 401Z

FINAL PLAT OF
SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION

A SUBDIVISION OF 33.14 ACRES OF LAND
OUT OF THE
H. & T. C. RAILROAD COMPANY SURVEY 48, A-142
WALLER COUNTY, TEXAS
0 LOTS 2 RESERVES 2 BLOCKS
MARCH 2025

DATE: MARCH 2025 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 33.14 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron pipe (bent) found in the east right-of-way line of F. M. Highway 362 (100-feet wide) for the upper southwest corner of the residue of said called 639.96 acre tract, same being the northwest corner of a called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, said point also being in the apparent occupied south right-of-way line of Stockdick Road (width varies);

Thence North 87 degrees 59 minutes 59 seconds East along the south line of the residue of said called 639.96 acre tract, the south line of said H. & T. C. Railroad Company Survey Section 49, Abstract 142, and the apparent occupied south right-of-way line of Stockdick Road, same being the lower north line of the adjoining J. G. Bennett Survey, Abstract 288, the north line said called 20.00 acre tract, the north line of a called 22.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, the north line of a called 1.3040 acre tract recorded under County Clerk's File Number 1600476, Official Public Records, Waller County, Texas, and the north line of a called 1.2161 acre tract recorded under County Clerk's File Number 1802522, Official Public Records, Waller County, Texas, 3,287.43 feet;

Thence North 02 degrees 00 minutes 01 second, crossing the residue of said called 639.96 acre tract, 89.09 feet to the southwest corner and Place of Beginning of the herein described tract;

Thence establishing the west line of the herein described tract, crossing the residue of said called 639.96 acre tract with the following courses and distances:

North 02 degrees 00 minutes 01 second West, 687.91 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing North 47 degrees 00 minutes 01 second West, 35.36 feet;

North 02 degrees 00 minutes 01 second West, 60.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing North 42 degrees 59 minutes 59 seconds East, 35.36 feet;

North 02 degrees 00 minutes 01 second West, 317.50 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 46 degrees 01 minute 01 second, an arc length of 68.27 feet, a radius of 85.00 feet, and a chord bearing North 25 degrees 00 minutes 31 seconds West, 66.45 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 01 degree 10 minutes 09 seconds, an arc length of 1.94 feet, a radius of 95.00 feet, and a chord bearing North 47 degrees 25 minutes 57 seconds West, 1.94 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 43 degrees 31 minutes 52 seconds, an arc length of 64.58 feet, a radius of 85.00 feet, and a chord bearing North 68 degrees 36 minutes 49 seconds West, 63.04 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 01 degree 26 minutes 52 seconds, an arc length of 36.38 feet, a radius of 1,440.00 feet, and a chord bearing North 89 degrees 39 minutes 19 seconds West, 36.38 feet;

North 01 degree 04 minutes 07 seconds East, 80.00 feet to a point in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 00 degrees 58 minutes 18 seconds, an arc length of 23.06 feet, a radius of 1,360.00 feet, and a chord bearing South 89 degrees 25 minutes 02 seconds East, 23.06 feet to the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 48 degrees 51 minutes 37 seconds, an arc length of 72.49 feet, a radius of 85.00 feet, and a chord bearing North 65 degrees 40 minutes 01 second East, 70.31 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 02 degrees 45 minutes 56 seconds, an arc length of 4.59 feet, a radius of 95.00 feet, and a chord bearing North 42 degrees 37 minutes 10 seconds East, 4.58 feet to the beginning of a reverse curve to the left;

Thence with said reverse curve to the left, having a central angle of 46 degrees 24 minutes 02 seconds, an arc length of 68.84 feet, a radius of 85.00 feet, and a chord bearing North 20 degrees 48 minutes 07 seconds East, 66.97 feet to the beginning of a compound curve to the left;

Thence with said compound curve to the left, having a central angle of 07 degrees 18 minutes 54 seconds, an arc length of 186.40 feet, a radius of 1,460.00 feet, and a chord bearing North 06 degrees 03 minutes 21 seconds West, 186.27 feet;

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60' SCALE NTS			
SHEET 1B OF 1			

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North 09 degrees 42 minutes 48 seconds West, 507.43 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 84 degrees 18 minutes 11 seconds, an arc length of 44.14 feet, a radius of 30.00 feet, and a chord bearing North 51 degrees 51 minutes 53 seconds West, 40.27 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 01 degree 15 minutes 12 seconds, an arc length of 13.78 feet, a radius of 630.00 feet, and a chord bearing South 86 degrees 36 minutes 37 seconds West, 13.78 feet;

North 02 degrees 09 minutes 46 seconds West, 60.00 feet to a point in a non–tangent curve to the left;

Thence with said non–tangent curve to the left, having a central angle of 95 degrees 06 minutes 00 seconds, an arc length of 49.79 feet, a radius of 30.00 feet, and a chord bearing North 39 degrees 37 minutes 25 seconds East, 44.27 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 16 degrees 37 minutes 38 seconds, an arc length of 446.91 feet, a radius of 1,540.00 feet, and a chord bearing North 00 degrees 23 minutes 14 seconds East, 445.34 feet to the northwest corner of the herein described tract;

Thence establishing the north line of the herein described tract with the following courses and distances:

South 59 degrees 51 minutes 18 seconds East, 643.85 feet;

South 56 degrees 15 minutes 19 seconds East, 3.13 feet;

South 46 degrees 21 minutes 46 seconds East, 253.29 feet to the northeast corner of the herein described tract;

Thence establishing the east line of the herein described tract with the following courses and distances:

South 87 degrees 26 minutes 30 seconds West, 175.68 feet;

South 02 degrees 05 minutes 40 seconds East, 761.49 feet;

South 87 degrees 48 minutes 38 seconds West, 21.35 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 05 degrees 22 minutes 16 seconds, an arc length of 172.49 feet, a radius of 1,840.00 feet, and a chord bearing South 85 degrees 07 minutes 30 seconds West, 172.42 feet;

South 82 degrees 26 minutes 22 seconds West, 163.04 feet;

South 07 degrees 33 minutes 38 seconds East, 80.00 feet;

North 82 degrees 26 minutes 22 seconds East, 163.04 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 05 degrees 22 minutes 16 seconds, an arc length of 164.99 feet, a radius of 1,760.00 feet, and a chord bearing North 85 degrees 07 minutes 30 seconds East, 164.93 feet;

North 87 degrees 48 minutes 38 seconds East, 21.57 feet;

South 02 degrees 08 minutes 15 seconds East, 1,273.03 feet to the southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract with the following courses and distances:

South 87 degrees 46 minutes 26 seconds West, 444.32 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 13 minutes 34 seconds, an arc length of 47.24 feet, a radius of 30.00 feet, and a chord bearing North 47 degrees 06 minutes 47 seconds West, 42.51 feet;

Thence North 02 degrees 00 minutes 01 second West, 0.98 feet;

Thence South 87 degrees 59 minutes 59 seconds West, 80.00 feet to the Place of Beginning and containing 33.14 acres of land, more or less.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1C OF 1			

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CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1,840.00'	5°22'16"	172.49'	S85°07'30"W	172.42'	86.31'
C2	1,760.00'	5°22'16"	164.99'	N85°07'30"E	164.93'	82.55'
C3	30.00'	90°13'34"	47.24'	N47°06'47"W	42.51'	30.12'
C4	25.00'	90°00'00"	39.27'	N47°00'01"W	35.36'	25.00'
C5	25.00'	90°00'00"	39.27'	N42°59'59"E	35.36'	25.00'
C6	85.00'	46°01'01"	68.27'	N25°00'31"W	66.45'	36.10'
C7	95.00'	1°10'09"	1.94'	N47°25'57"W	1.94'	0.97'
C8	85.00'	43°31'52"	64.58'	N68°36'49"W	63.04'	33.94'
C9	1,440.00'	1°26'52"	36.38'	N89°39'19"W	36.38'	18.19'
C10	1,360.00'	0°58'18"	23.06'	S89°25'02"E	23.06'	11.53'
C11	85.00'	48°51'37"	72.49'	N65°40'01"E	70.31'	38.61'
C12	95.00'	2°45'56"	4.59'	N42°37'10"E	4.58'	2.29'
C13	85.00'	46°24'02"	68.84'	N20°48'07"E	66.97'	36.43'
C14	1,460.00'	7°18'54"	186.40'	N06°03'21"W	186.27'	93.33'
C15	30.00'	84°18'11"	44.14'	N51°51'53"W	40.27'	27.16'
C16	630.00'	1°15'12"	13.78'	S86°36'37"W	13.78'	6.89'
C17	30.00'	95°06'00"	49.79'	N39°37'25"E	44.27'	32.80'
C18	1,400.00'	8°37'45"	210.85'	N86°45'14"E	210.65'	105.62'
C19	1,500.00'	7°42'47"	201.93'	N05°51'24"W	201.78'	101.12'
C20	600.00'	6°55'00"	72.43'	N83°44'55"E	72.39'	36.26'
C21	1,500.00'	18°24'51"	482.08'	S00°30'22"E	480.01'	243.14'
C22	85.00'	46°01'01"	68.27'	S21°00'30"W	66.45'	36.10'
C23	95.00'	7°10'36"	11.90'	N40°25'43"E	11.89'	5.96'
C24	85.00'	45°35'57"	67.65'	S59°38'23"W	65.88'	35.73'
C25	70.00'	48°37'36"	59.41'	S73°14'50"E	57.64'	31.63'
C26	95.00'	1°15'26"	2.08'	N49°33'45"W	2.08'	1.04'
C27	70.00'	48°04'56"	58.74'	S26°09'00"E	57.04'	31.23'

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DATE: MARCH 2025

SCALE NTS

SHEET 1D OF 1

FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°17'57"E	80.00'
L2	S56°15'19"E	3.13'
L3	S46°21'46"E	253.29'
L4	S87°26'30"W	175.68'
L5	S87°48'38"W	21.35'
L6	S82°26'22"W	163.04'
L7	S07°33'38"E	80.00'
L8	N82°26'22"E	163.04'
L9	N87°48'38"E	21.57'
L10	N02°00'01"W	0.98'
L11	S87°59'59"W	80.00'
L12	N02°00'01"W	60.00'
L13	N01°04'07"E	80.00'
L14	N02°09'46"W	60.00'
L15	N87°59'59"E	65.00'
L16	N82°26'22"E	108.28'
L17	N80°17'25"E	4.52'

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SCALE NTS			
SHEET 1E OF 1			

Legend
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . ."County Clerk's File"
D.R.W.C.T. . . . . "Deed Records, Waller County, Texas"
IRF . . . . . ."Found 5/8–inch Iron Rod with cap stamped "Quiddity Eng. Property Corner "
No . . . . . "Number"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right–of–Way"
STM SE . . . . . "Storm Sewer Easement"
SSE . . . . . ."Sanitary Sewer Easement"
Sq Ft . . . . . ."Square Feet"
UE . . . . . "Utility Easement"
Vol _, Pg _ . . ."Volume and Page"
WLE . . . . . ."Waterline Easement"
• . . . . . "Set 3/4–inch Iron Rod with cap stamped "Quiddity Eng. Property Corner" as Per Certification"
① . . . . . ."Block Number"

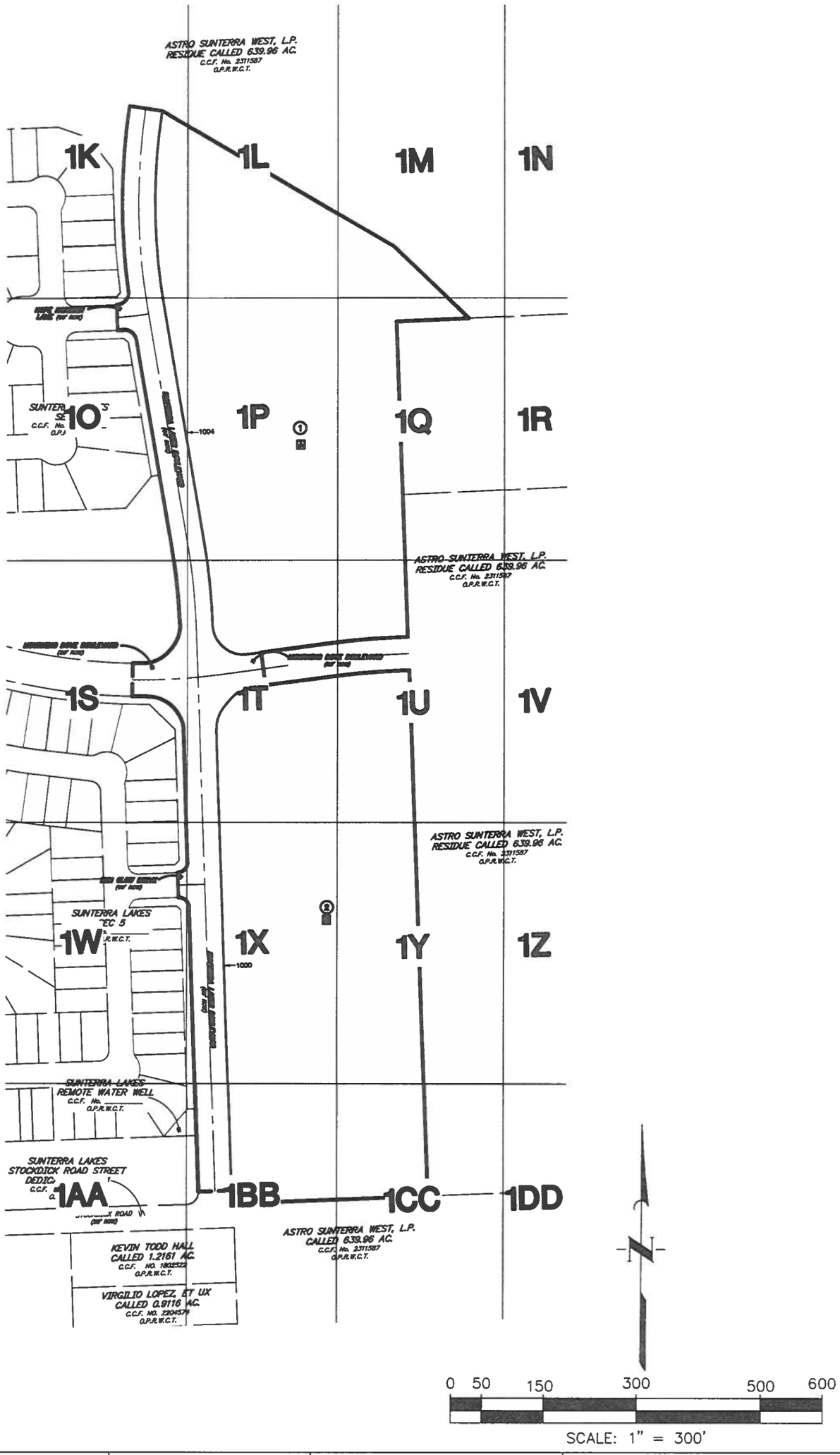
General Notes:

1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076602100218A, Dated February 27, 2025.
3. This subdivision is proposed for single–family residential, detention and other related uses.
4. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 0.99989432.
5. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
6. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
7. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
8. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500–year floodplain elevation, in the 100–year floodplain. Within the 500–year, these structures must be elevated to one (1) foot above the 500–year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
9. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0350E, Panel 0375, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.
10. 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 county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
11. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court 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 Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county 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. 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 county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Astro Sunterra West, L.P., a Delaware Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
12. TBM 555545: Being a 3/4" iron rod with cap marked "Quiddity Eng. Control" located approximately 2,423 feet southeast from a 5/8" Iron Rod with cap marked "Quiddity" found for the lower northwest corner of a called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, also being approximately 1,161 feet southeast from a 5/8" Iron rod with cap marked "Quiddity" found for the lower northeast corner of said called 639.96 acre tract, being also being approximately 2,692 feet northeast from a 1/2" Iron pipe found for the southwest corner of said called 639.96 acre tract.
    Coordinates – N: 13868903.09 E: 2934378.97

    Elevation: 183.86' (NAVD 88)

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SCALE NTS			
SHEET 1F OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1G OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra West, LP, a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 33.14 acre tract described in the above and foregoing map of Sunterra Lakes Detention Reserves and Street Dedication, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on 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 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 declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision Sunterra where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and to hereby make and establish and dedicate to the use of the public utilities forever 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, ect., 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 new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarter (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 driveway 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. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Astro Sunterra West LP., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 25th day of March, 2025

Astro Sunterra West, L.P.,
a Delaware Limited Partnership,

By: Astro Sunterra West GP, L.L.C.,
a Delaware Limited Liability Company, its General Partner

Brian Stidham
Authorized Signer

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Signer 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of March, 2025

Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
Notary ID #135160965
My Commission Expires
November 6, 2028

DATE: MARCH 2025 SCALE 1"=60' SHEET 1H OF 1	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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BS

Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above 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.

No portion 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 #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivison lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E, dated 2/18/2009.



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–140

APPROVED BY THE BOARD OF SUPERVISORS ON 12.09.2024
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.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1I OF 1			

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I, J. Ross Mcall, 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, PE,
County Engineer

STATE OF TEXAS §
COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 20__, at _____ o'clock __M in File No. _____ of the Official public Records of Waller County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By:_____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 202_.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E. Smith, PE, RPLS
Commissioner, Precinct 2

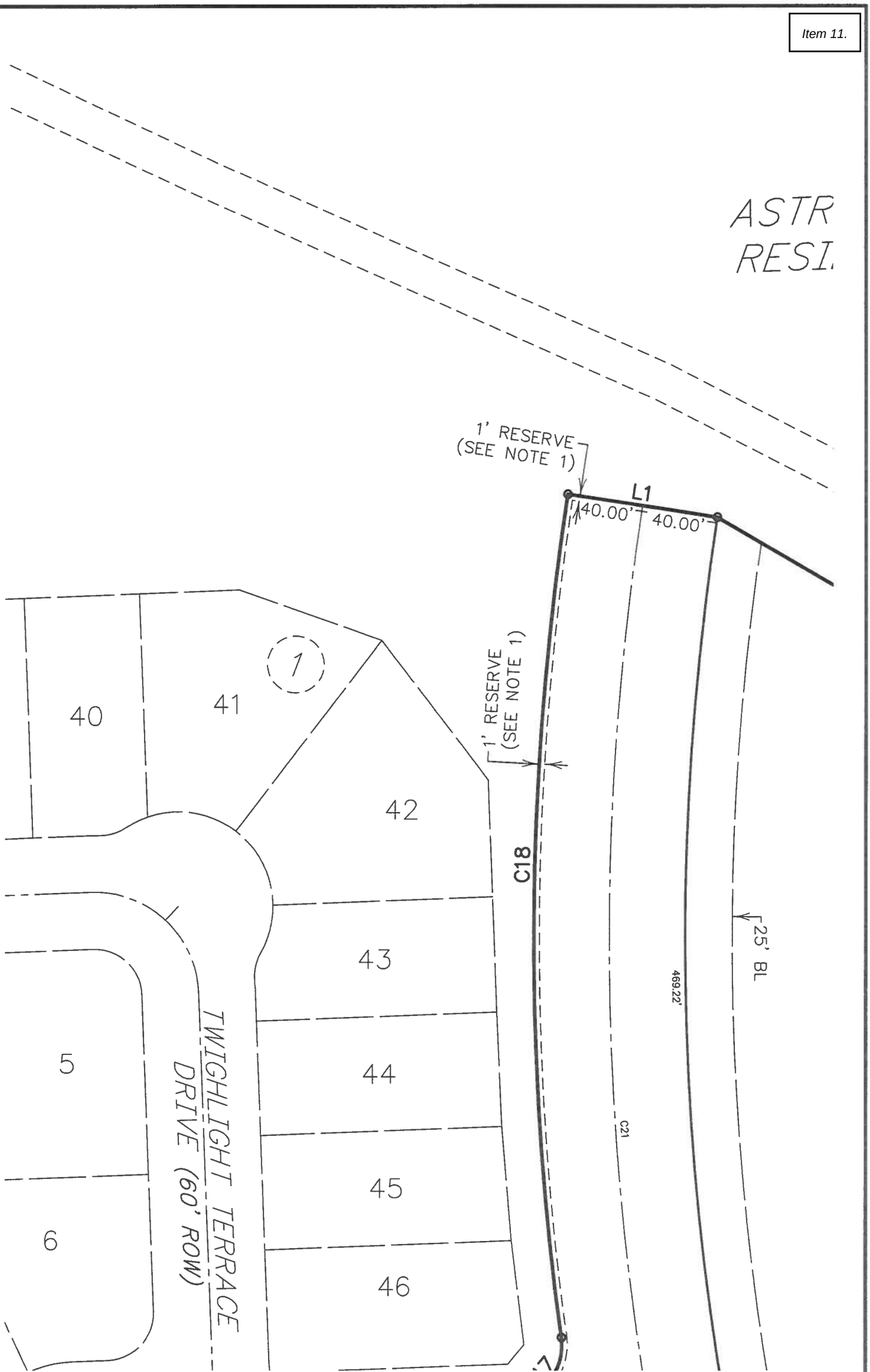
_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: MARCH 2025 SCALE 1"=60' SHEET 1J OF 1	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

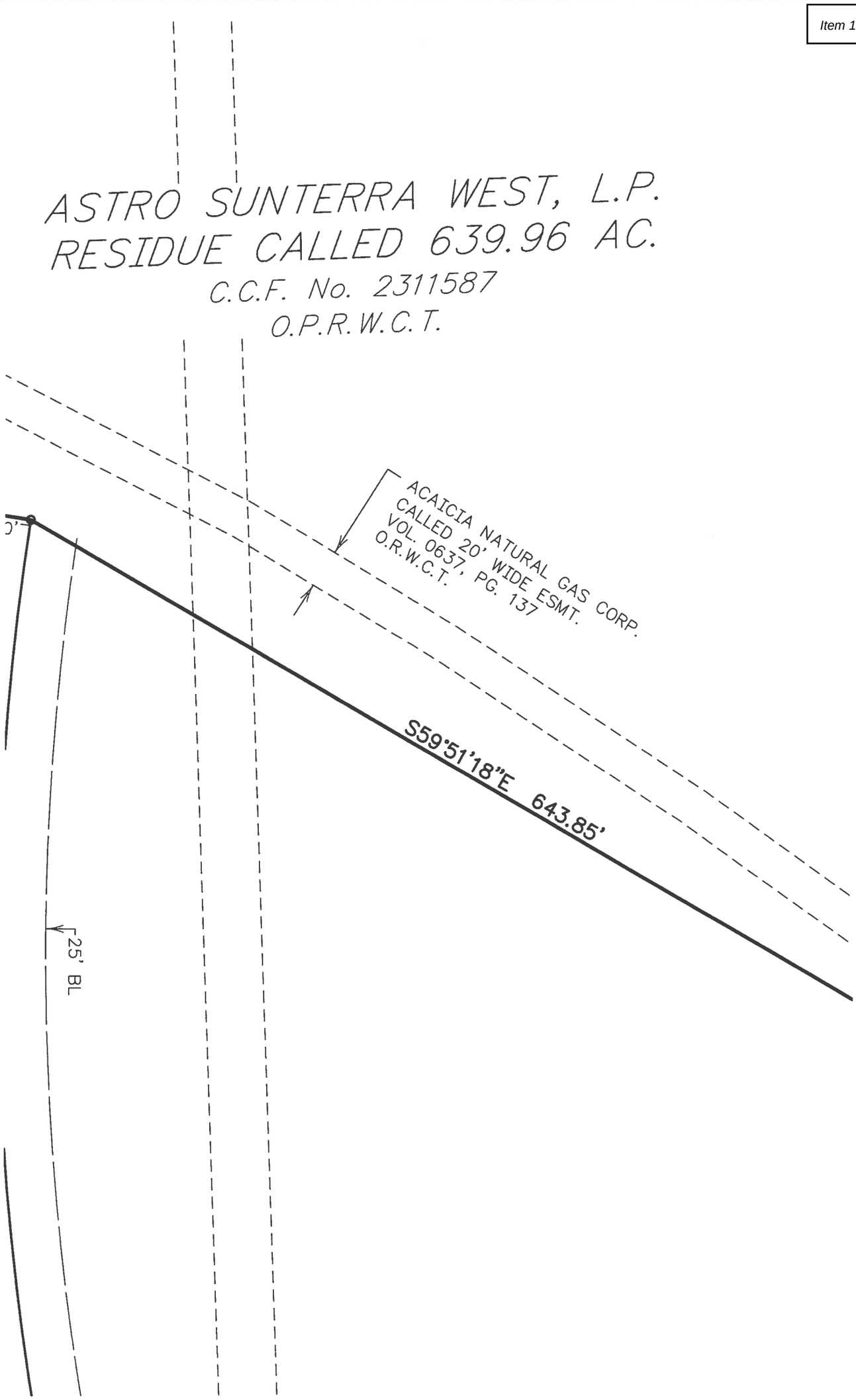
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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832-913-4000
SCALE 1"=60'			
SHEET 1K OF 1			

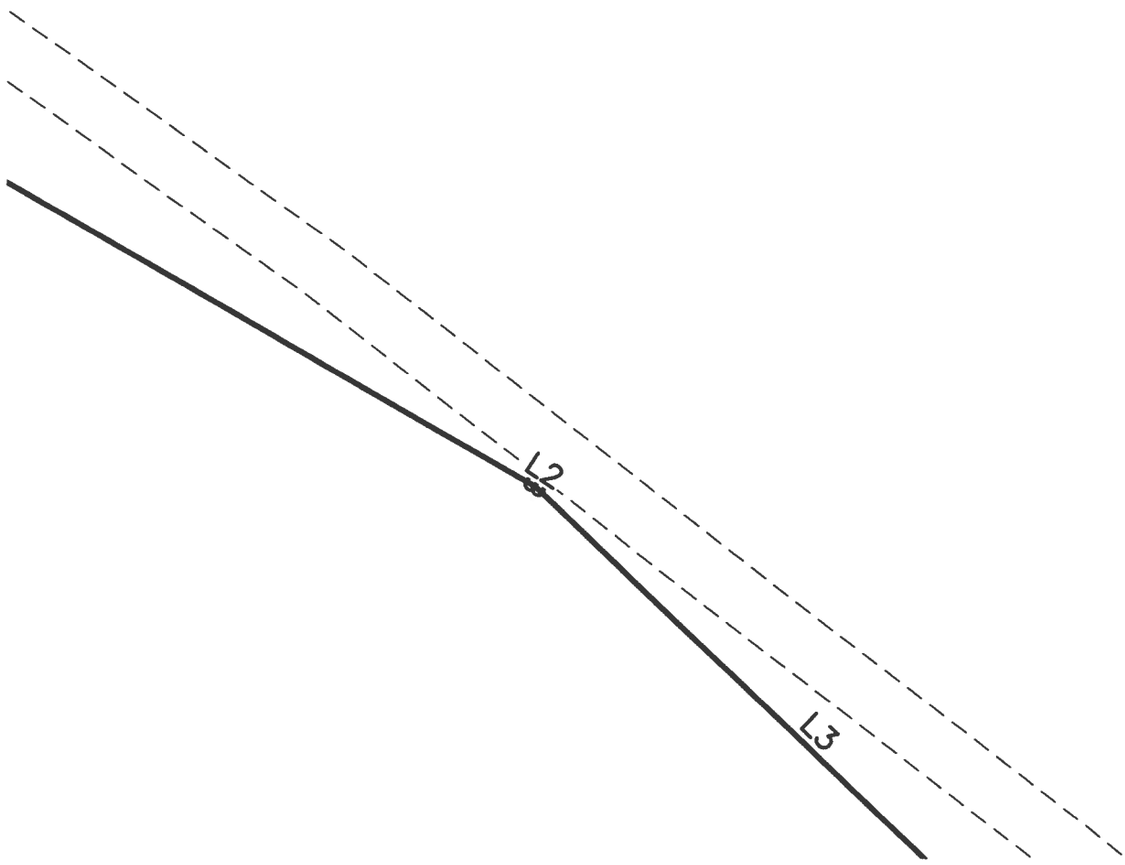
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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046300 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1L OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1"=60'			
SHEET 1M OF 1			

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DATE: MARCH 2025

SCALE 1"=60'

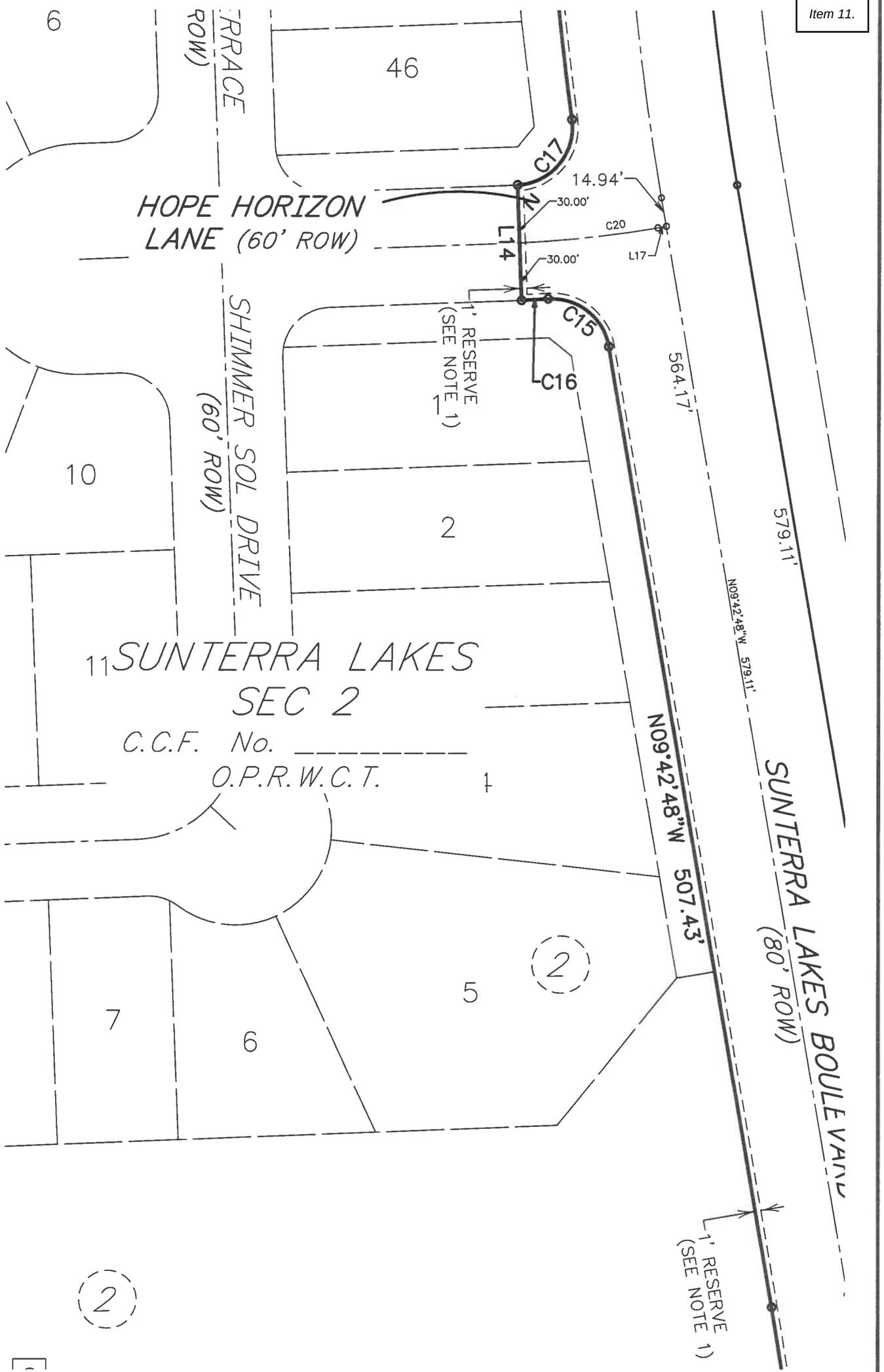
SHEET 1N OF 1

FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION

OWNER/DEVELOPER:
ASTRO SUNTERRA WEST L.P.
a Delaware Limited Liability Company
2450 FONDREN RD, STE 210
HOUSTON, TEXAS 77036
713-783-6702
BSTIDHAM@STARWOODLAND.COM

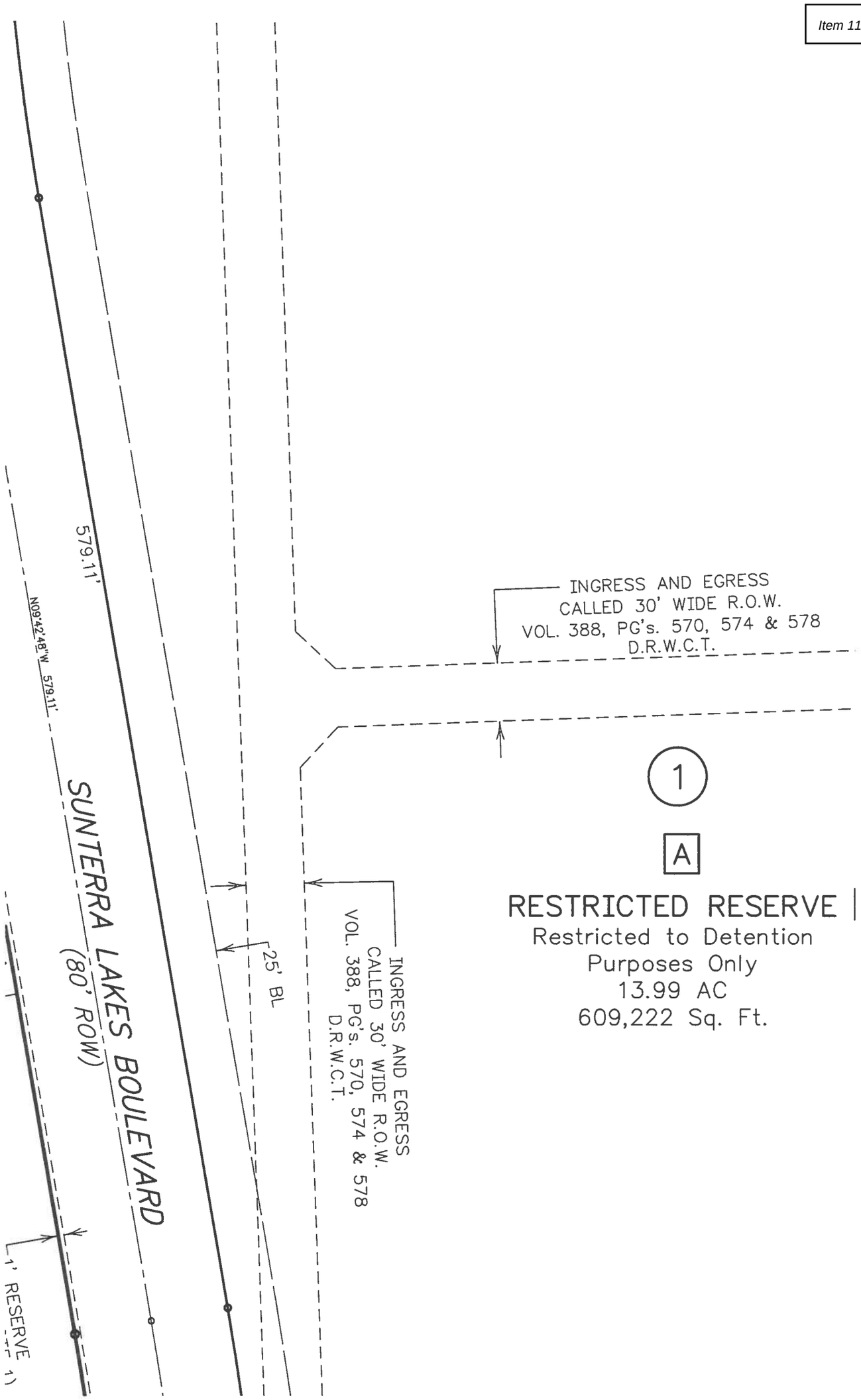
ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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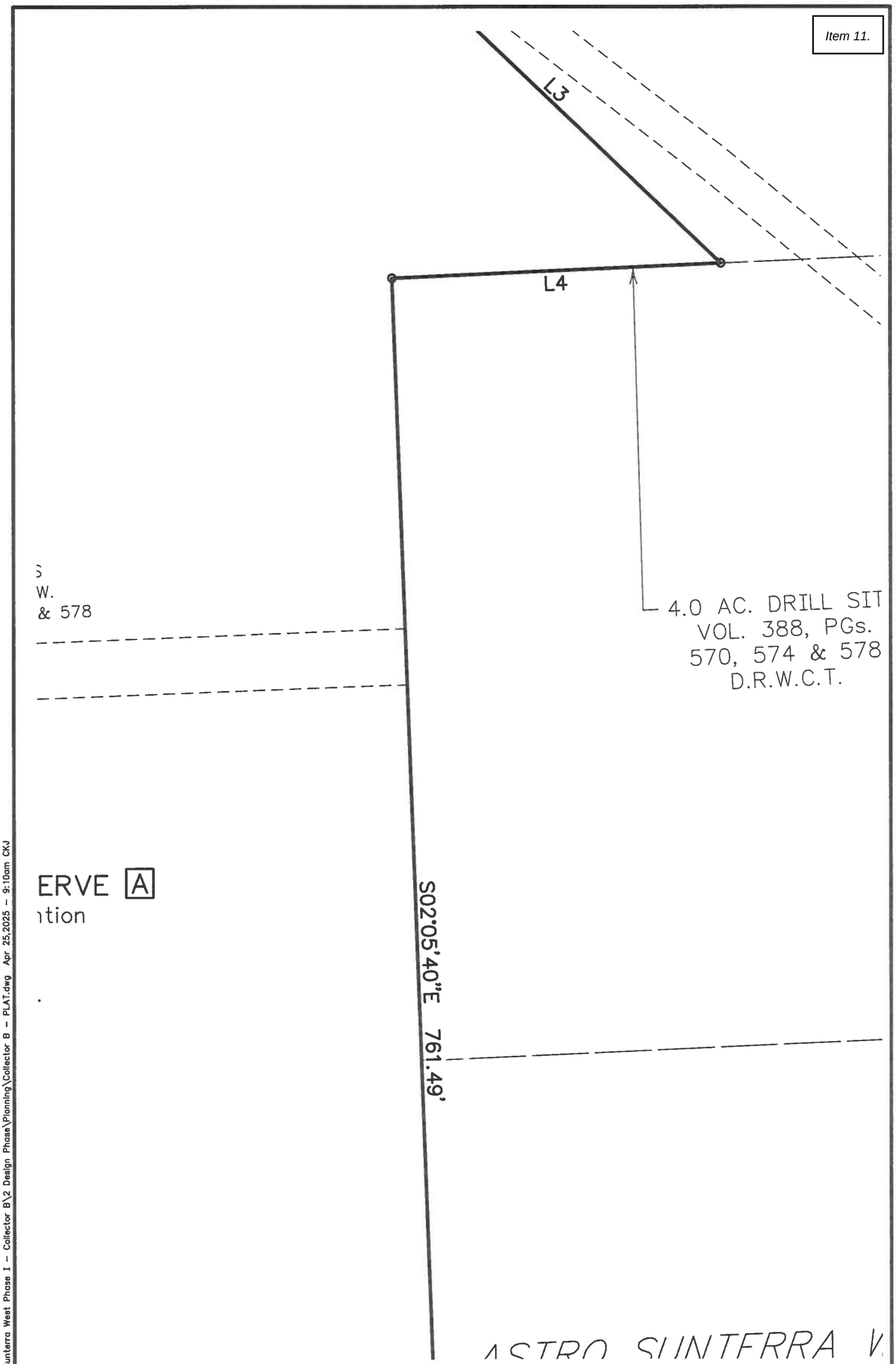
DATE: MARCH 2025 SCALE 1"=60' SHEET 10 OF 1	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2323 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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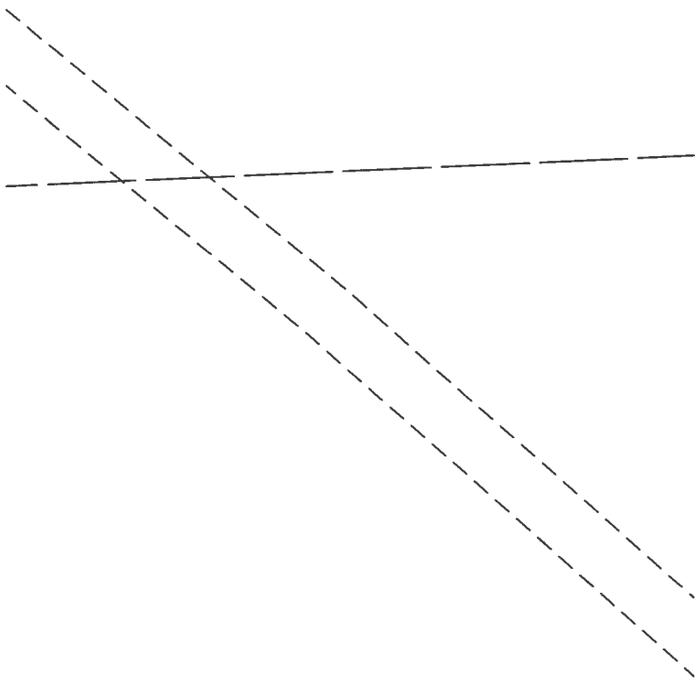
DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1"=60'			
SHEET 1P OF 1			

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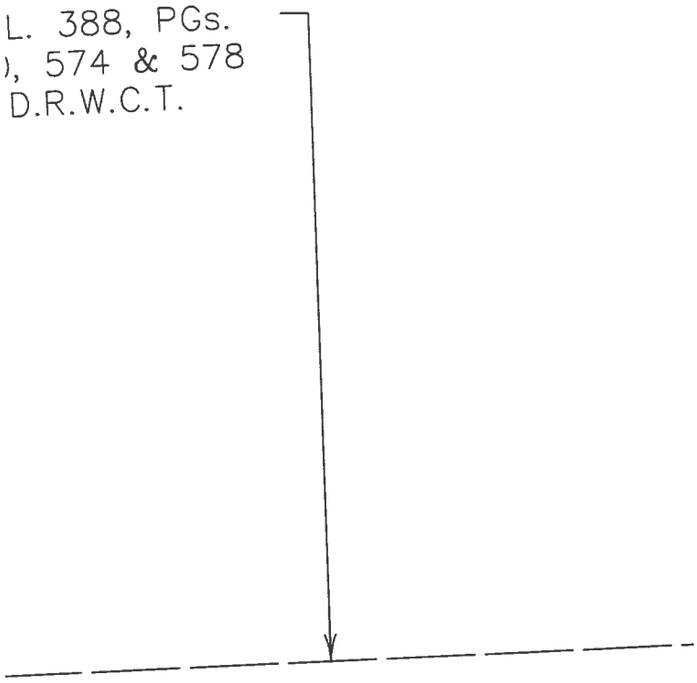


DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1"=60'			
SHEET 1Q OF 1			

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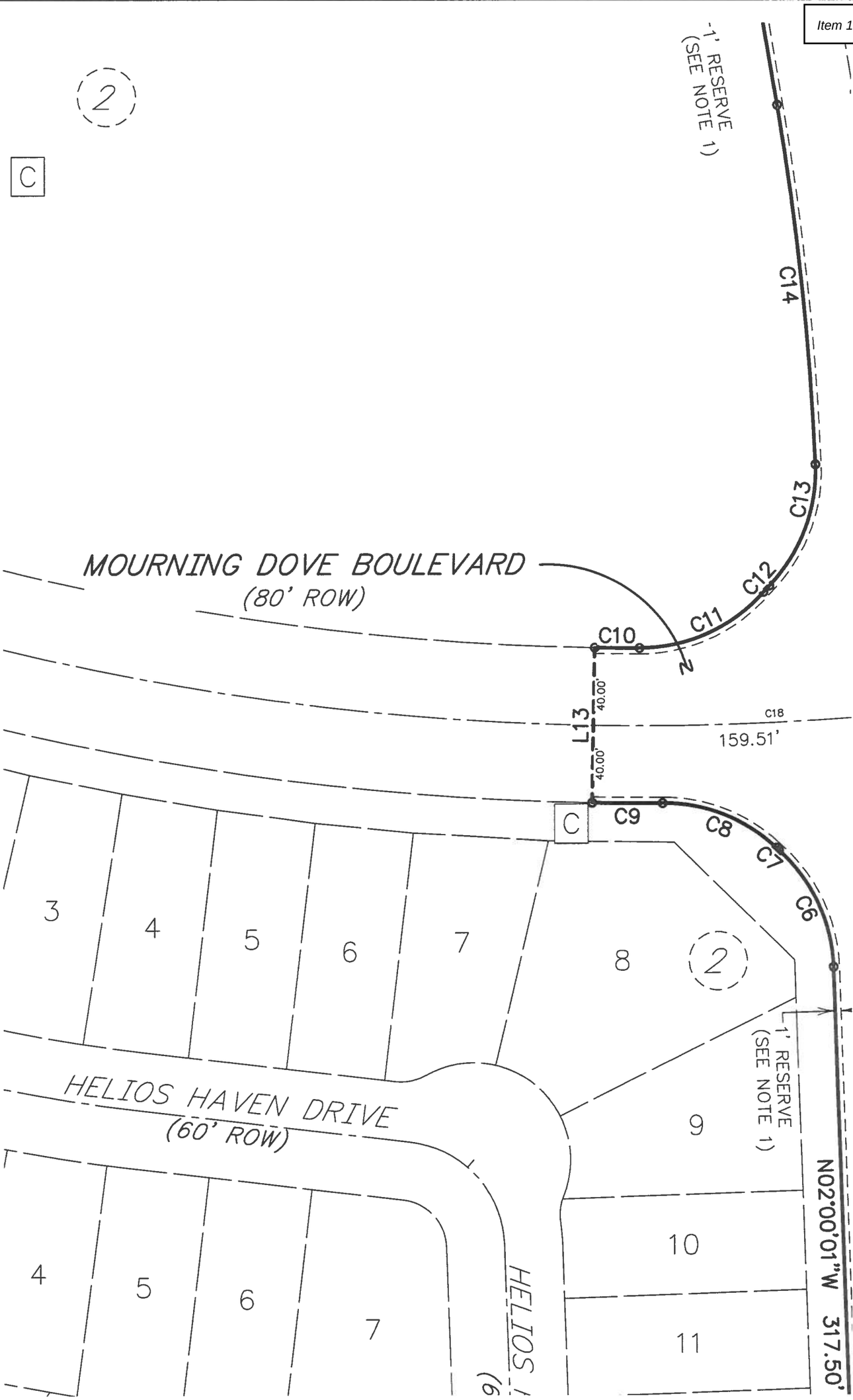
.C. DRILL SITE
L. 388, PGs.
), 574 & 578
D.R.W.C.T.



TERRA WEST, L.P.

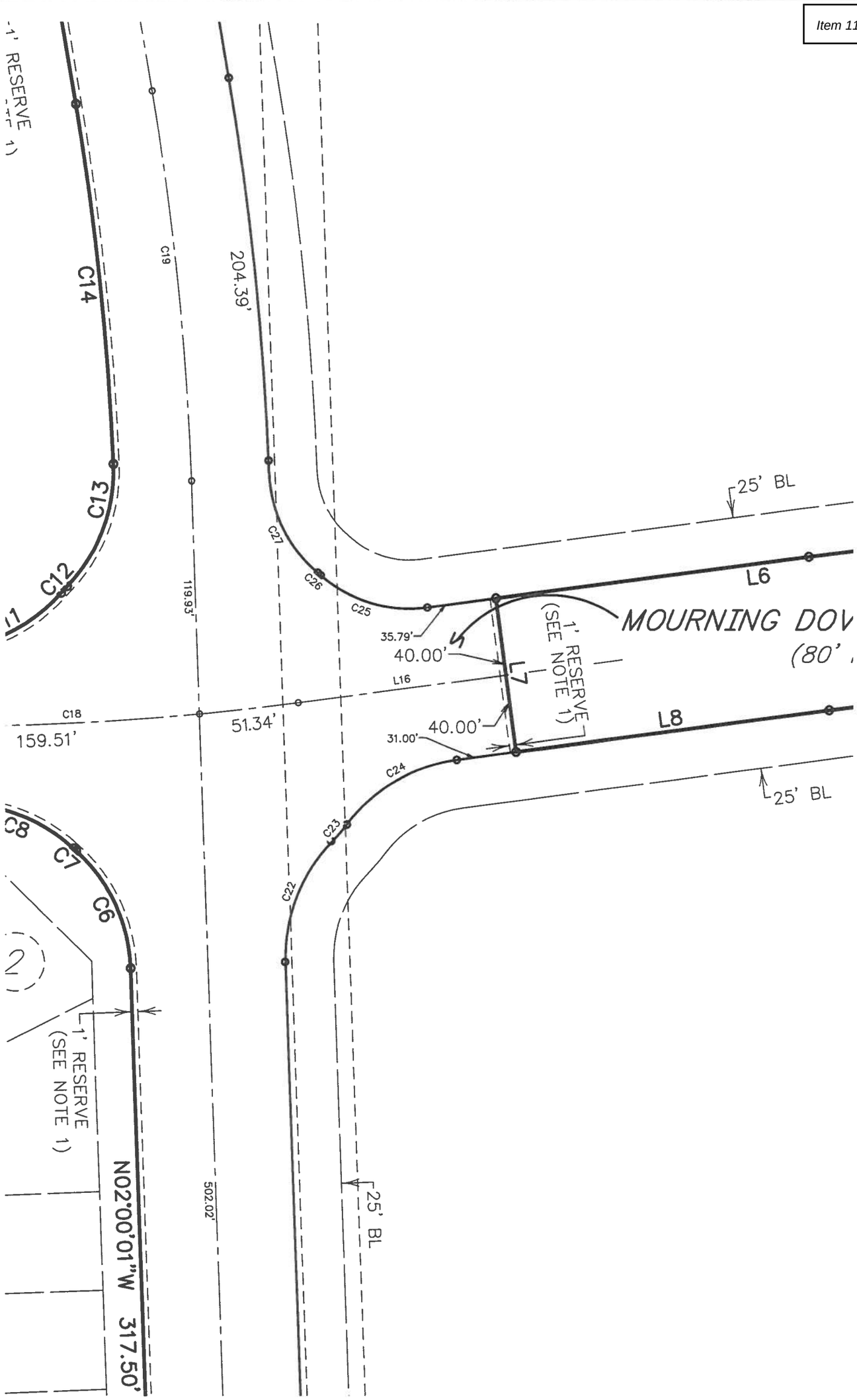
DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 7322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1R OF 1			

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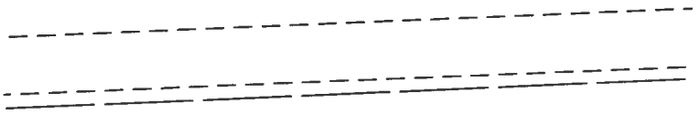
DATE: MARCH 2025 SCALE 1"=60' SHEET 1S OF 1	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832-913-4000

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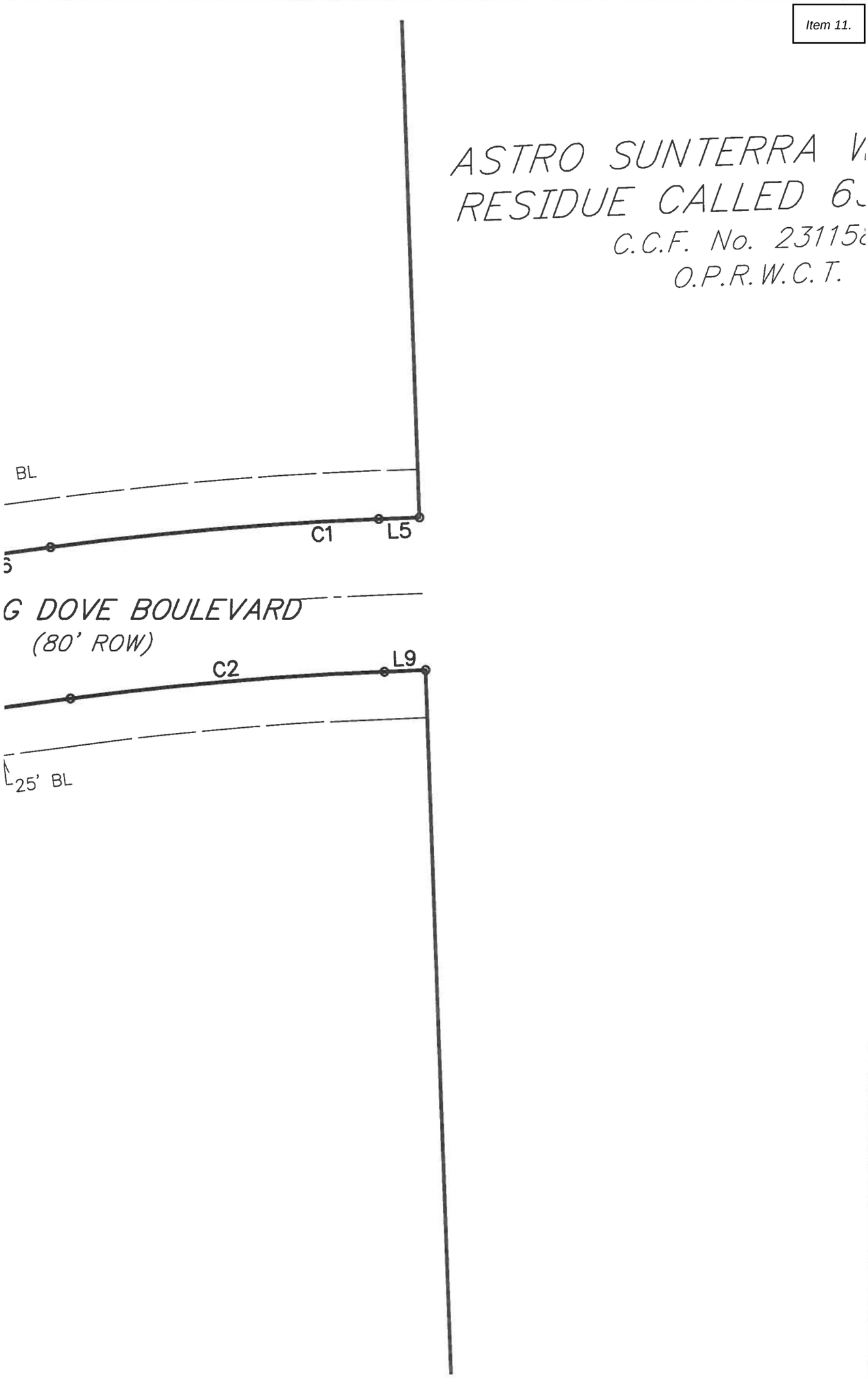
DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23250 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1T OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832-913-4000
SCALE 1"=60'			
SHEET 1DD OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1U OF 1			

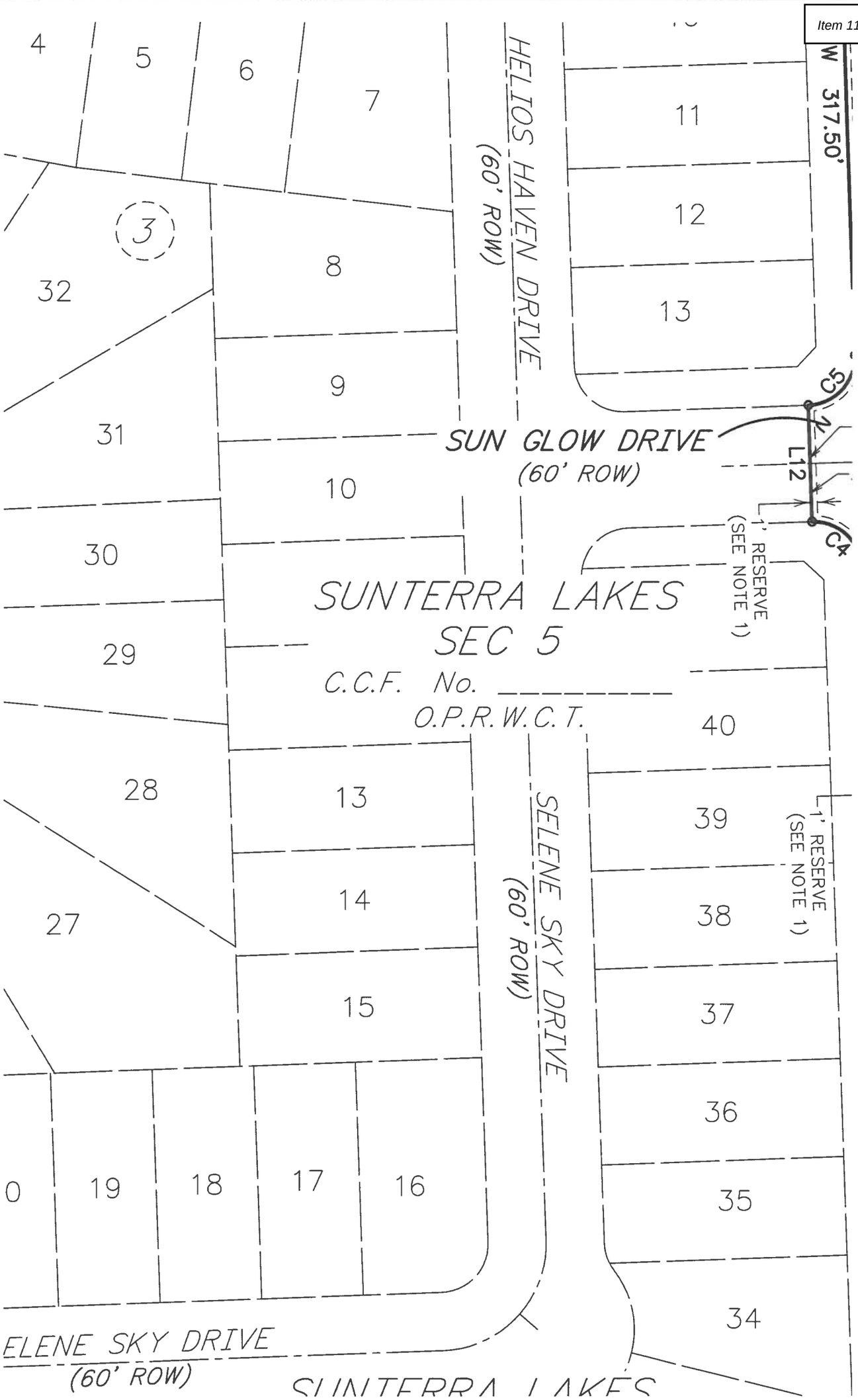
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BS

TERRA WEST, L.P.
LLED 639.96 AC.
No. 2311587
P.R.W.C.T.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1V OF 1			

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DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No's F-21290 & 10046100 2727 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1"=60'			
SHEET 1W OF 1			

K:\28745\28745-0002-01 Sunterra West Phase I - Collector B\2 Design Phase\Planning\Collector B - PLAT.dwg Apr 25,2025 - 9:11am CKJ

1"W 317.50'

S3

30.00'

L15

30.00'

L12

C4

1' RESERVE
(SEE NOTE 1)

1' RESERVE
(SEE NOTE 1)

TEJAS-SOUTHWESTERN PIPELINE CO.
RECTIFIER SITE (EX. "B")
VOL. 373, PG. 181
D.R.W.C.T.

SUNTERRA LAKES BOULEVARD
(80' ROW)

1,115.42'

N02°00'01"W 742.91'

N02°00'01"W 687.91'

40

39

38

37

36

35

34

2

B

RESTRICTED RI
Restricted to De
Purposes Or
13.62 AC
593,435 Sq.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-21290 & 10046100 2127 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1X OF 1			

K:\28745\28745-0002-01 Sunterra West Phase I - Collector B\2 Design Phase\Planning\Collector B - PLAT.dwg Apr 25,2025 - 9:12am CKJ

ASTRO SUNTERR
RESIDUE CALLEI
C.C.F. No. 2
O.P.R.W.

S02°08'15"E 1,273.03'

2
B

TED RESERVE B
d to Detention
oses Only
3.62 AC
-35 Sq. Ft.

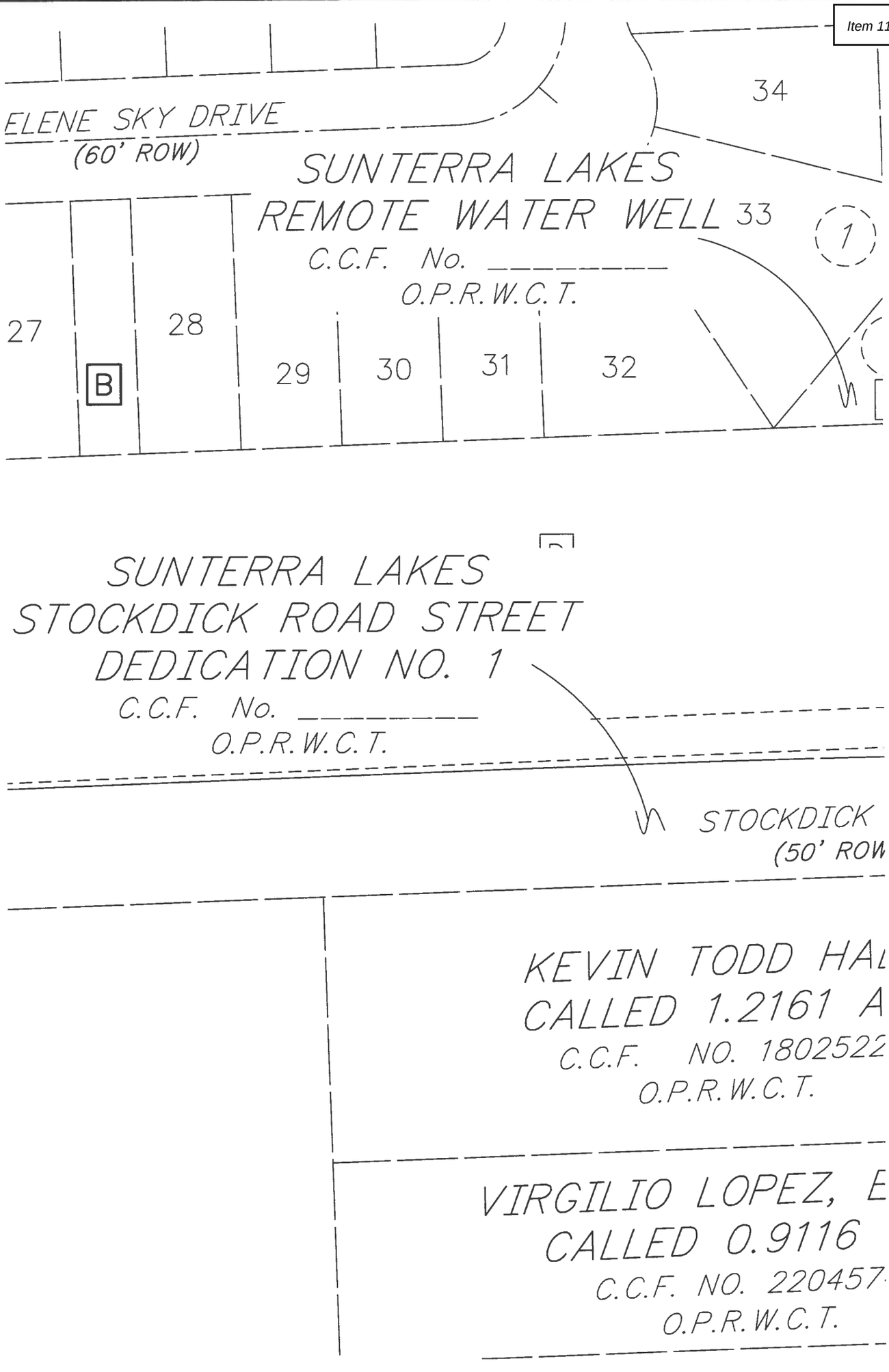
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SCALE 1"=60'			
SHEET 1Y OF 1			

K:\28745\28745-0002-01 Sunterra West Phase I - Collector B\2 Design Phase\Planning\Collector B - PLAT.dwg Apr 25,2025 - 9:12am CKJ

SUNTERRA WEST, L.P.
CALLED 639.96 AC.
C.F. No. 2311587
O.P.R.W.C.T.

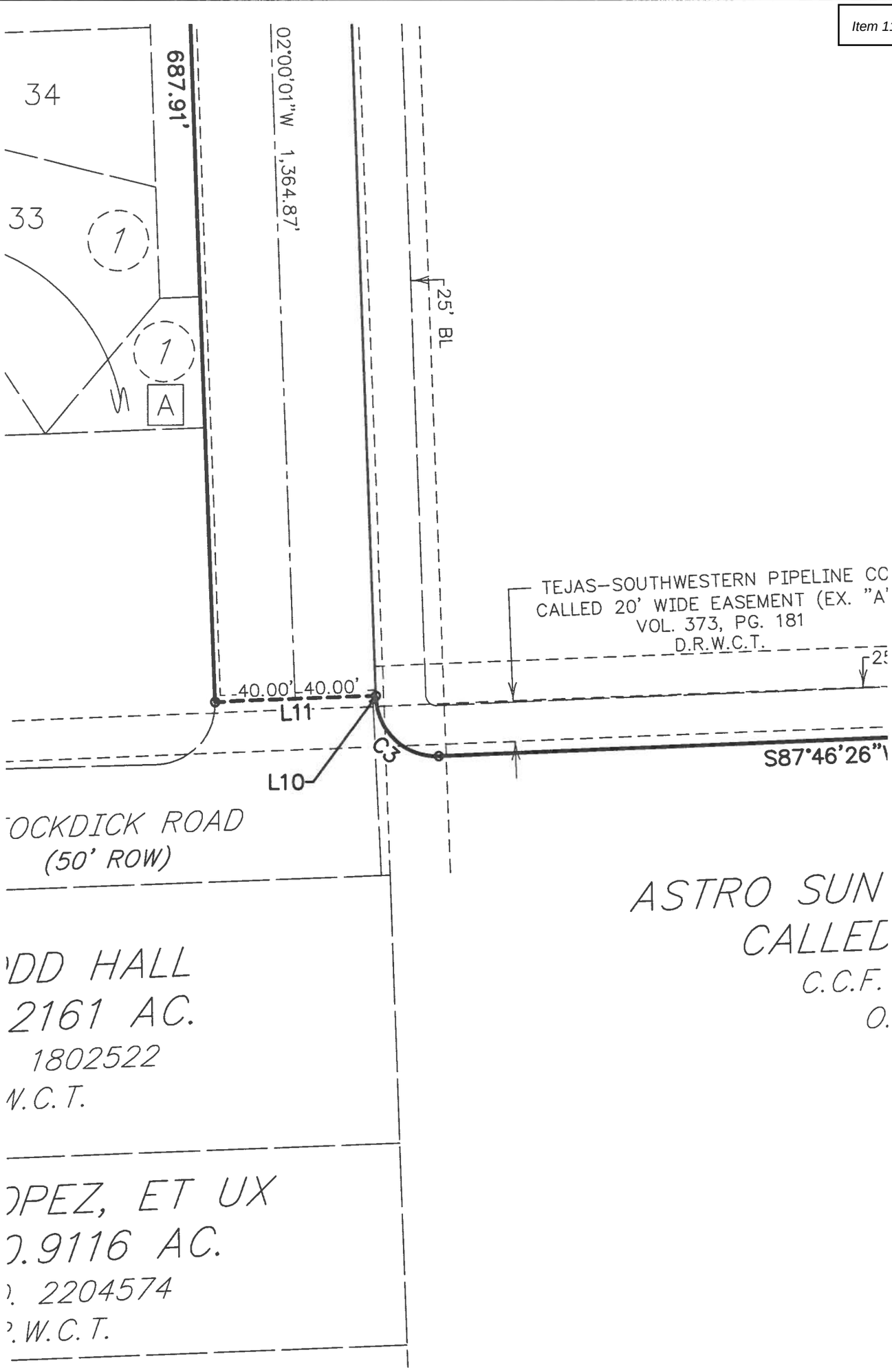
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SCALE 1"=60'			
SHEET 1Z OF 1			

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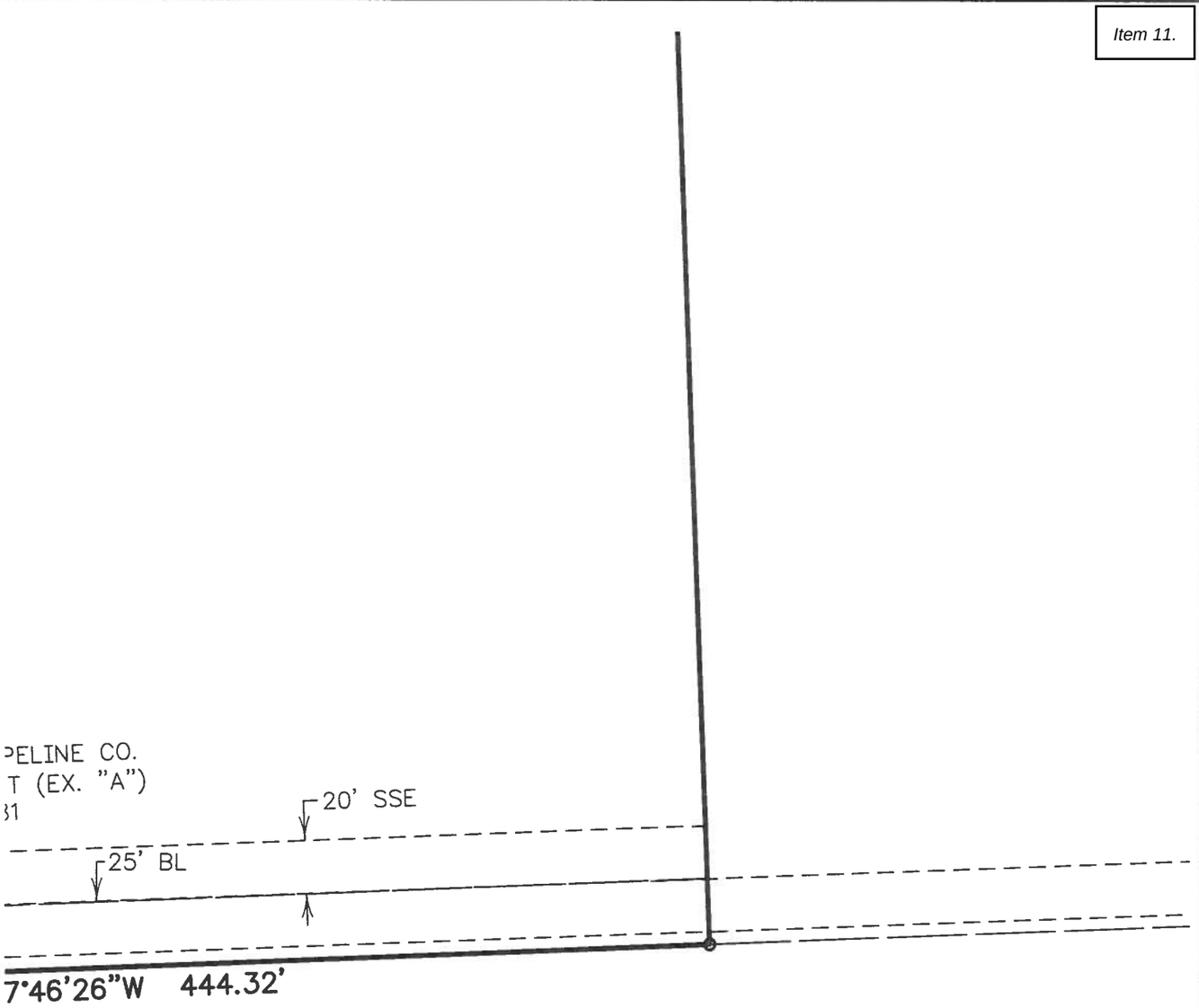
DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 7322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1"=60'			
SHEET 1AA OF 1			

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SCALE 1"=60'			
SHEET 1BB OF 1			

K:\28745\28745-0002-01 Sunterra West Phase I - Collector B\2 Design Phase\Planning\Collector B - PLAT.dwg Apr 25,2025 - 9:13am CKJ



SUNTERRA WEST, L.P.
LLED 639.96 AC.
C.C.F. No. 2311587
O.P.R.W.C.T.

DATE: MARCH 2025	FINAL PLAT OF SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No.'s 23290 & 10046100 2122 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1CC OF 1			

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CKR: HE 01/10/25
ENGR:

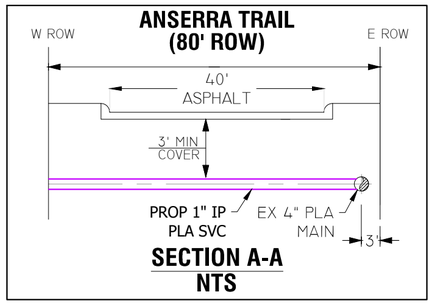
RUSH PRIORITY
- PRIORITY 1 ☑
- PRIORITY 2 ☐
- NORMAL ☐

GAS SERVICE COORDINATOR:
COORDINATE SERVICE LOCATION WITH CYNTHIA MESHELL AT 281-561-6016

INSPECTOR: VICENTE HERNANDEZ (346-762-9126)

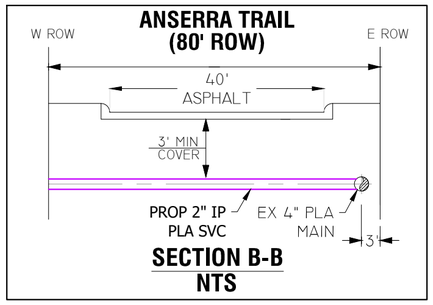
PERMITS REQUIRED FOR CONSTRUCTION
- ☐ NO PERMITS REQUIRED
- ☐ TXDOT
- ☐ CITY:
- ☑ COUNTY: WALLER
- ☐ FLOODCONTROL/DRAINAGE:
- ☐ RAILROAD:

WALLER COUNTY PERMIT

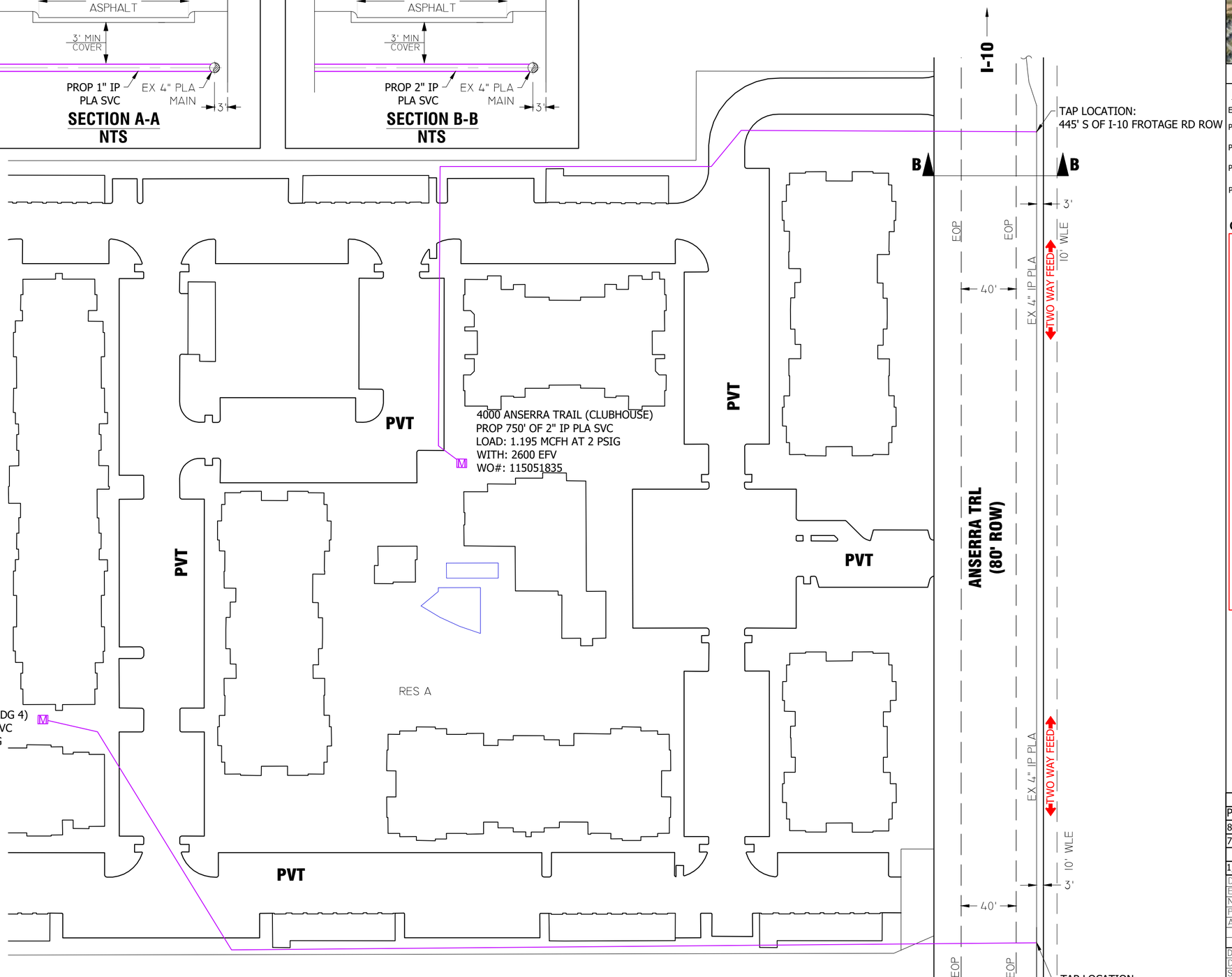


SECTION A-A
NTS

WALLER COUNTY PERMIT



SECTION B-B
NTS





VICINITY MAP

LEGEND

EXISTING MAIN	PROP IP PLA SVC
PROP MAG ANODE	EDGE OF PAVEMENT
PROP TRANS STATION	PROP 5# ZINC ANODE
PROP TEST POINT	PROP MARKER BALL
PROP LOCATION POINT	PROP LINE MARKER

GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (BENSON AKINGNBOYE AT 713-207-4325) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART.
   •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (VINCENT PACHECO AT 713-967-7386) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.
    INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

PIPE SUMMARY GENERIC

PIPE REQUIRED	
820'	1" PLA SERVICE IP - Intermediate Pressure WO#: 115050692
750'	2" PLA SERVICE IP - Intermediate Pressure WO#: 115051835
1,570'	TOTAL PIPE

DESIGNED BY: BENSON AKINGNBOYE	713-207-4325
ESTIMATED COST: $	CONTRIBUTION: $
NEED DATE: 01/31/25	COMPLETION DATE:
PURPOSE AND NECESSITY: NEW CONSTRUCTIONS TO SERVE RESDIENTIAL APARTMENT BUILDING	

DRAWN BY: AG	RECOMMENDED BY:	DATE:
DATE: 01/10/2025		
SCALE: 1:60		
SHEET: 1 OF 1	APPROVED BY:	DATE:

F:29940718	O:29880712	KM:483-C	LAMBERT:4257A3	Z:701	SZ:504	TC:030	SOG:00151

4000 ANSERRA TRAIL
KATY, TX

CenterPoint. Energy
Texas Region – Houston Gas Engineering

DWG No: **EC5-2500056**

1/10/2025 2:17:09 PM C:\USERS\00300540\CENTERPOINT ENERGY\AUD IMPLEMENTATION CORE TEAM - AUD MASTER DRAWINGS\TX\2500056\2500056_UDH_GENERATED.DWG

DRAFTER: AG 01/10/25
CKR: HE 01/10/25
ENGR:

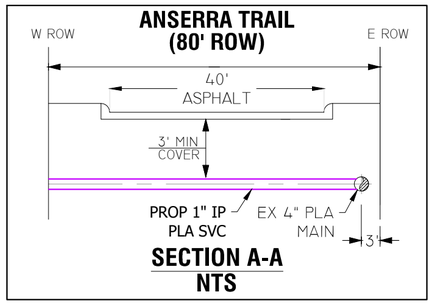
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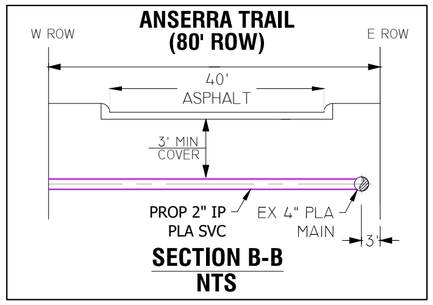
PERMITS REQUIRED FOR CONSTRUCTION
- ☐ NO PERMITS REQUIRED
- ☐ TXDOT
- ☐ CITY:
- ☑ COUNTY: WALLER
- ☐ FLOODCONTROL/DRAINAGE:
- ☐ RAILROAD:

WALLER COUNTY PERMIT

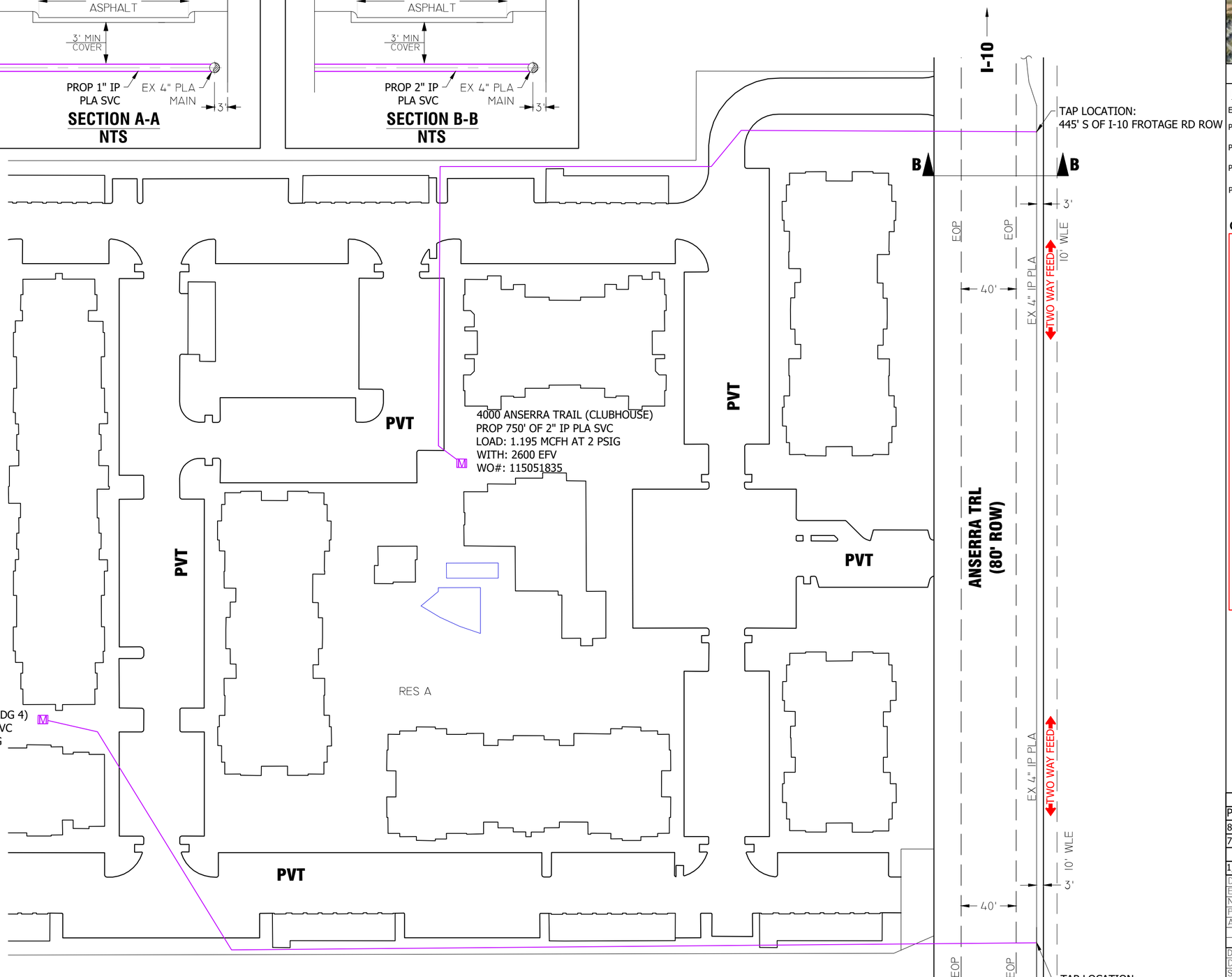


SECTION A-A
NTS

WALLER COUNTY PERMIT



SECTION B-B
NTS





VICINITY MAP

LEGEND

EXISTING MAIN	PROP IP PLA SVC
PROP MAG ANODE	EDGE OF PAVEMENT
PROP TRANS STATION	PROP 5# ZINC ANODE
PROP TEST POINT	PROP MARKER BALL
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SHEET: 1 OF 1	APPROVED BY:	DATE:

F:29940718	O:29880712	KM:483-C	LAMBERT:4257A3	Z:701	SZ:504	TC:030	SOG:00151

4000 ANSERRA TRAIL
KATY, TX

CenterPoint. Energy
Texas Region – Houston Gas Engineering

DWG No: **EC5-2500056**

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MJSHERI01C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sherry L Burgener, CIC, CRM, AU, AAM	
INSURICA 1501 Mart Dr Little Rock, AR 72202	PHONE (A/C, No, Ext): (501) 819-3201	FAX (A/C, No): (501) 666-7168
	E-MAIL ADDRESS: Sherry.Burgener@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Co. of Hartford	20478
INSURED	INSURER B : Transportation Insurance Company	20494
M.J. Sheridan of Texas, Inc. 7935 Harms Road Houston, TX 77041	INSURER C : Valley Forge Insurance Company	20508
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7014908725	5/31/2024	5/31/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7014908739	5/31/2024	5/31/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **N** (Mandatory in NH)	N / A		7014908742	5/31/2024	5/31/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as an additional insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Waller County Road & Bridge Department
775 Business 290 East
Hempstead, TX 77445

CANCELLATION

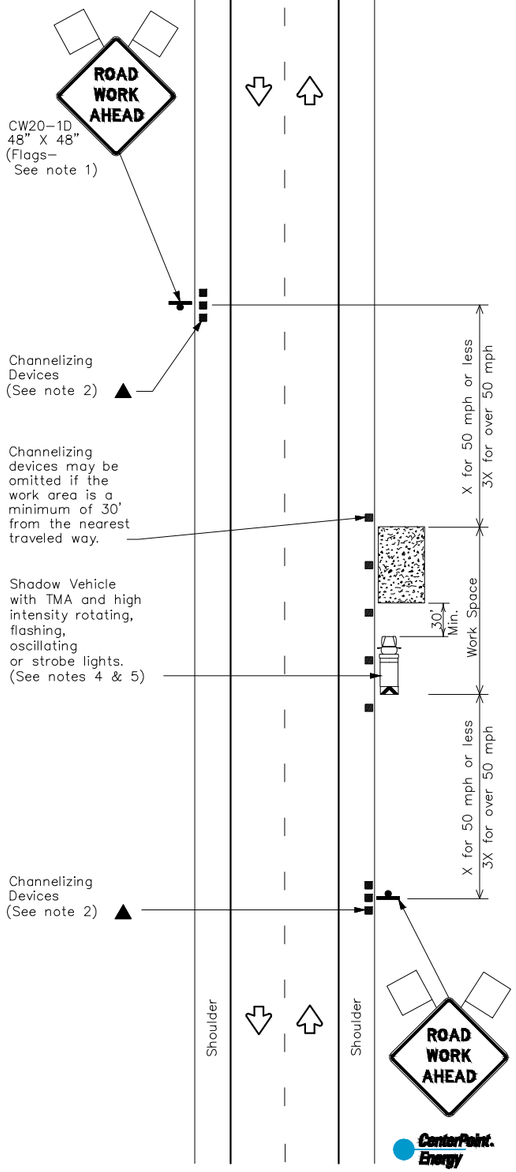
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

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The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

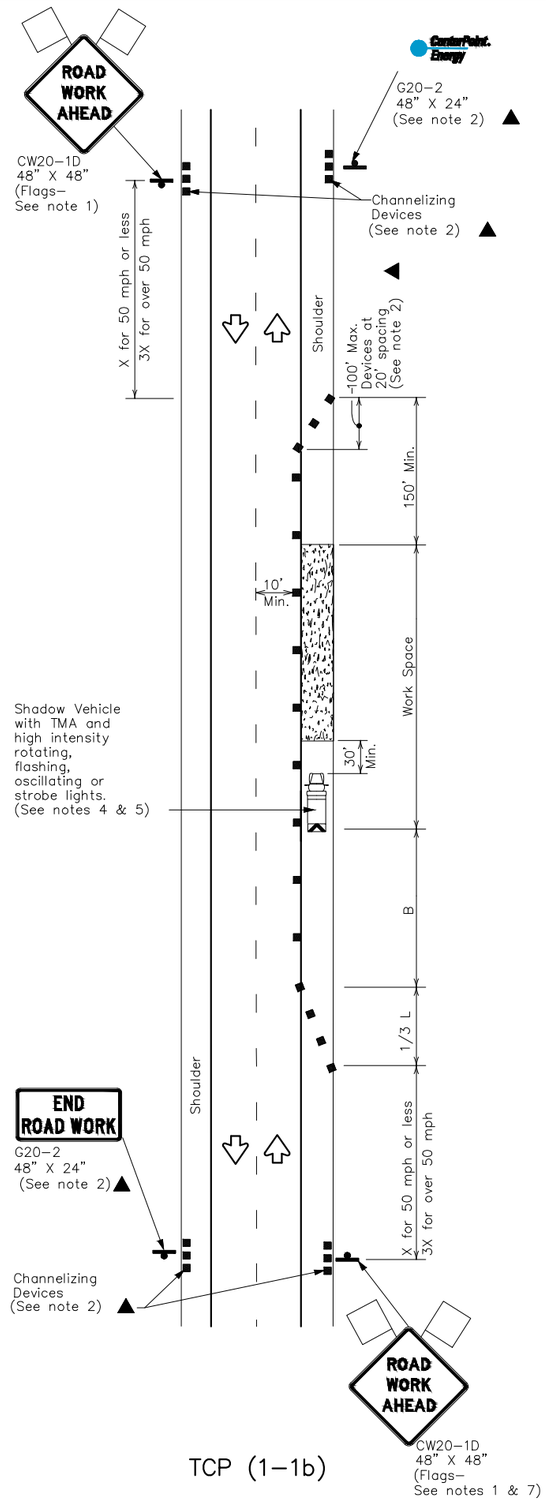


Near 4000 Anserra Trail

TCP (1-1a)

WORK SPACE NEAR SHOULDER

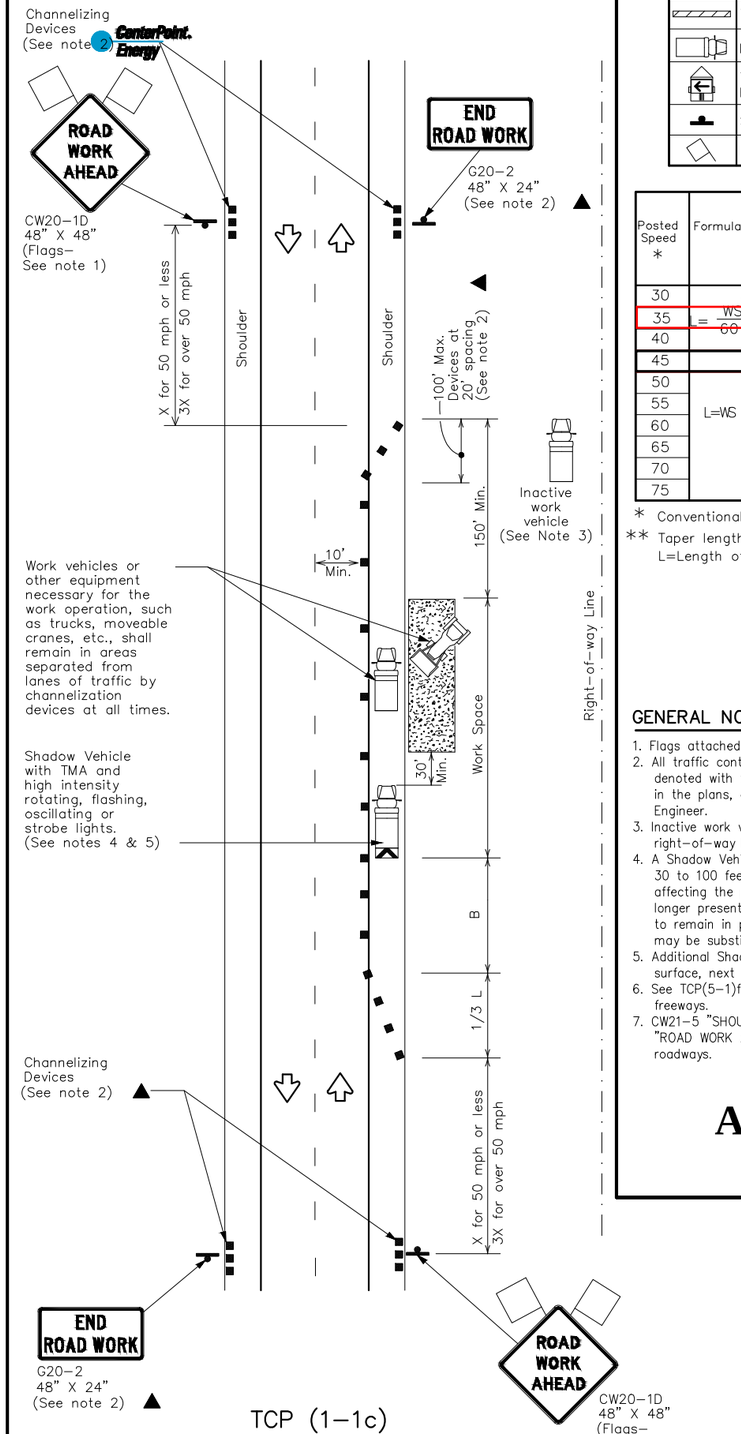
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD " signs for shoulder work on conventional roadways.

ANSERRA TRAIL

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

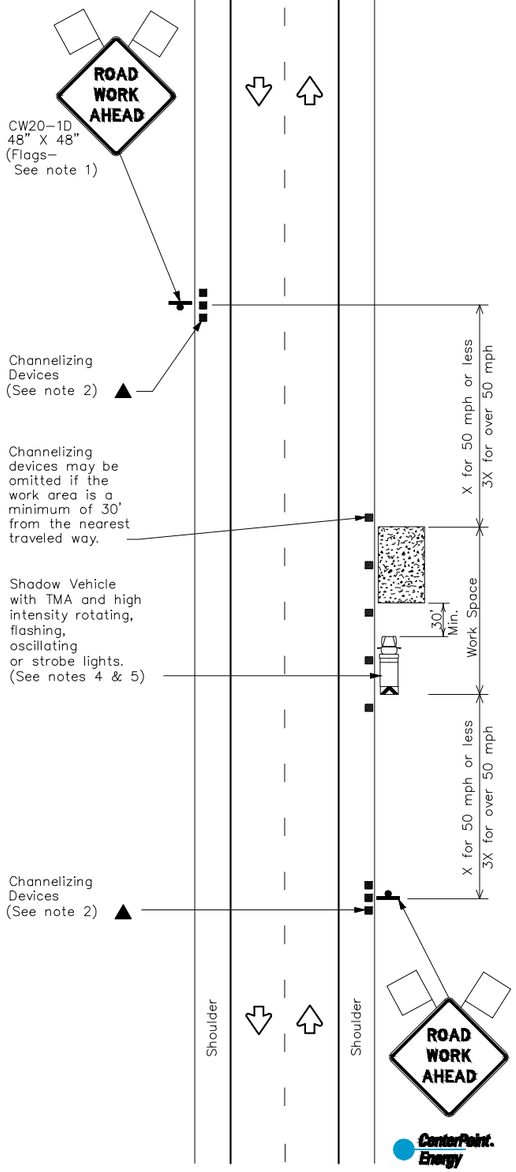
FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

151

Item 12.

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DATE:
FILE:

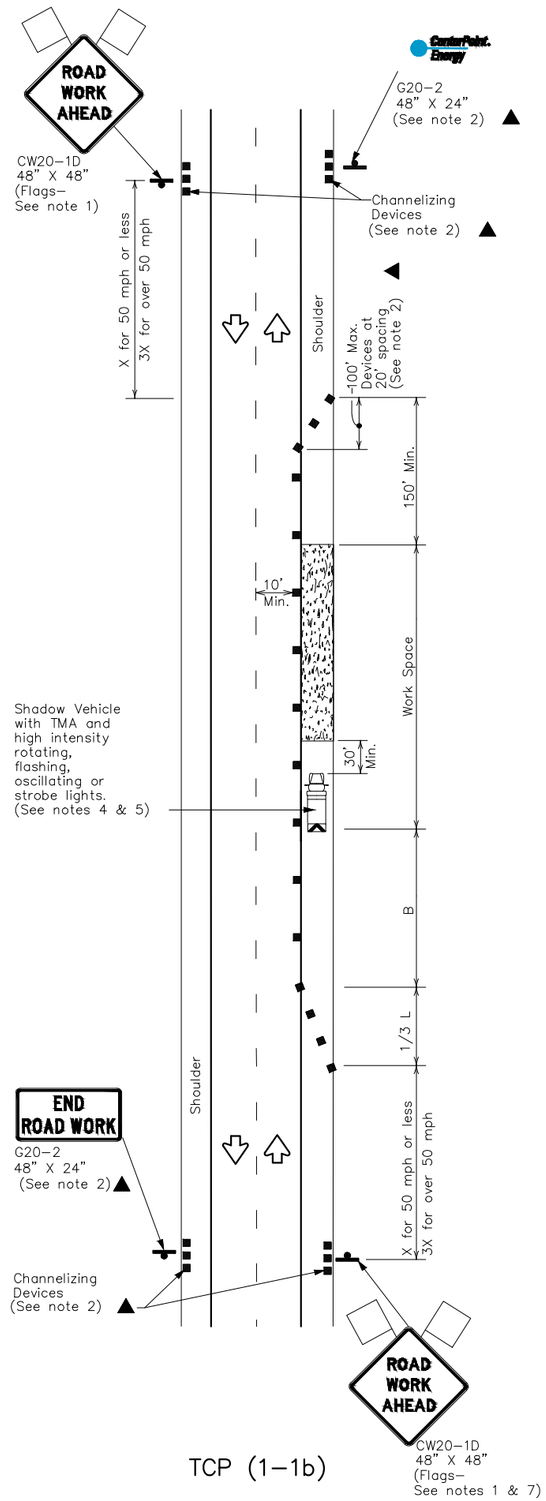


Near 4000 Anserra Trail

TCP (1-1a)

WORK SPACE NEAR SHOULDER

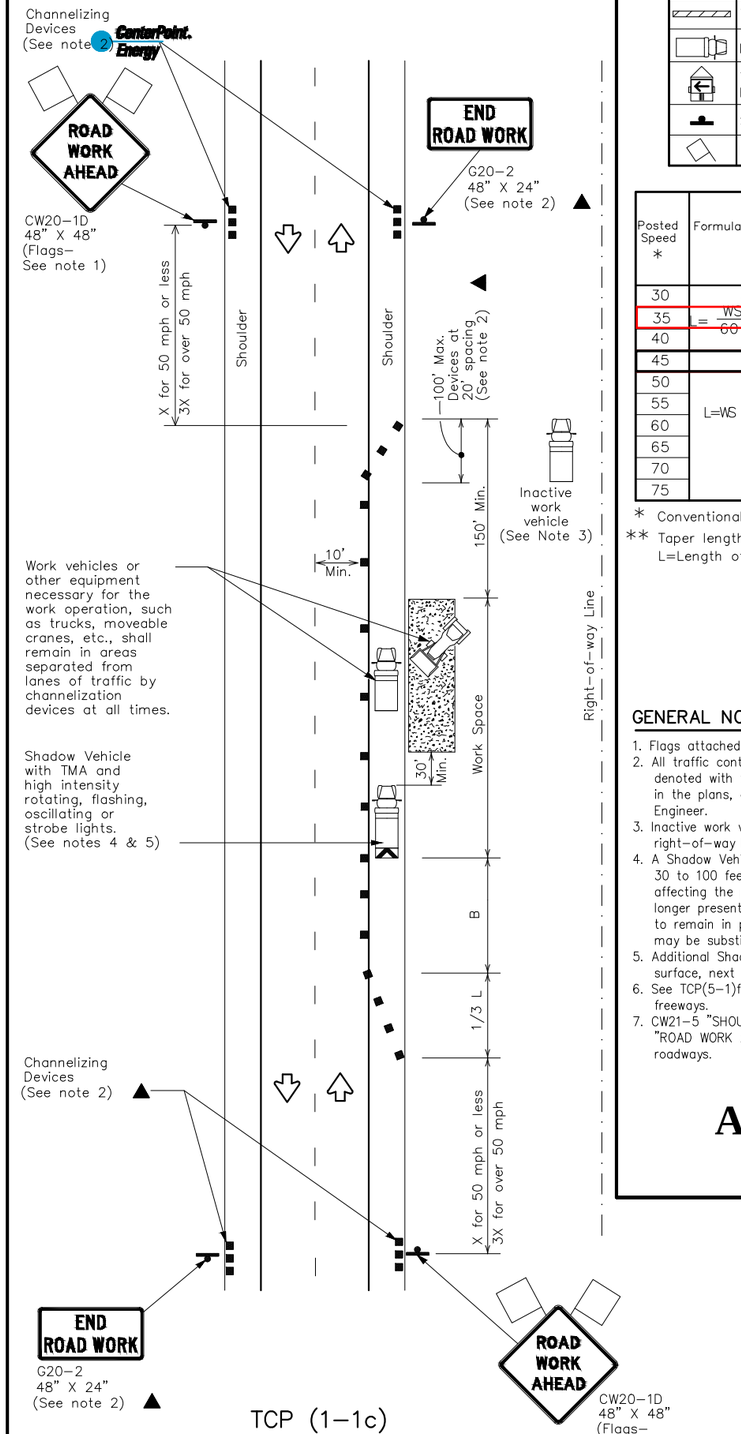
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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ANSERRA TRAIL

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Traffic Operations Division Standard

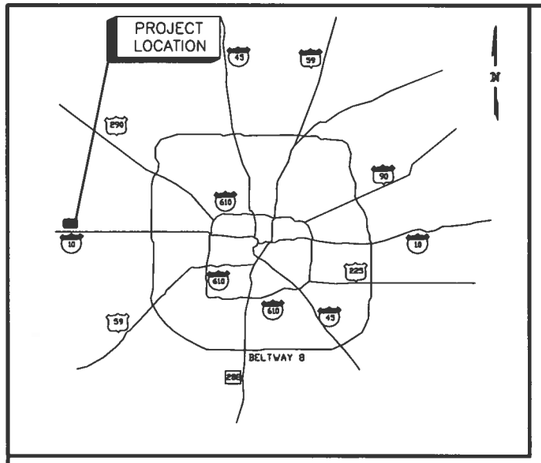
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

151

Item 12.



LOCATION MAP

PS LIGHTWAVE FIBER OPTIC PROJECT

PURE SPEED LIGHTWAVE

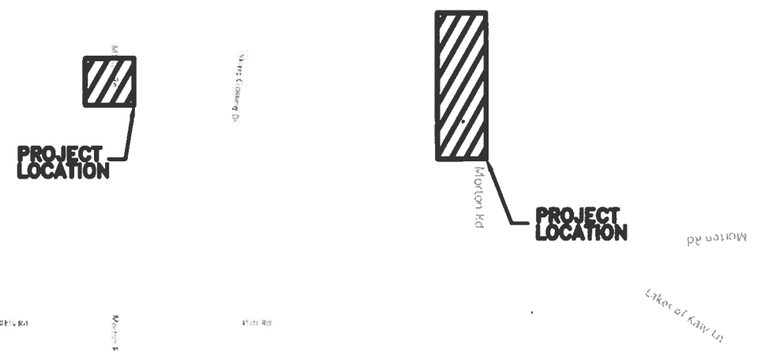
PROPOSED TELEPHONE POLES
ALONG SCHLIPF RD.
BETWEEN MORTON RD. & CLAY RD.
ALONG MORTON RD.
BETWEEN PITTS RD. & BARTLETT RD.
ALONG FRANZ RD.
BETWEEN CANE ISLAND PKWY. & FOX CREEK CT.
WALLER COUNTY
TEXAS

NEW BUILD

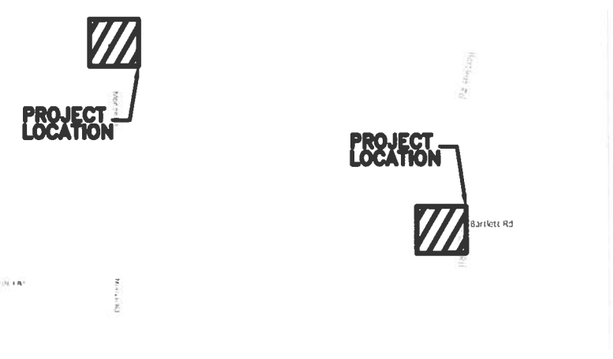
ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-344-8377

KEY MAP#: 443G/443L/443M/444J/444S
ZIP CODE: 77493

TITLE OF DRAWING	SHT. NO.	STATION
TITLE SHEET	1	
CONSTRUCTION DRAWING	2-9	0+00 - END
TRAFFIC CONTROL PLAN	10	
GENERAL CONSTRUCTION DETAILS	11	



SHEET 10 VICINITY MAP



SHEET 11 VICINITY MAP





SHEETS 4-9 ICINITY MAP

*NO KNOWN PROPOSED WASTEWATER WORK IS INVOLVED.
**NO KNOWN PROPOSED DRAINAGE WORK IS INVOLVED.

PROJECT NAME: 22359-12872

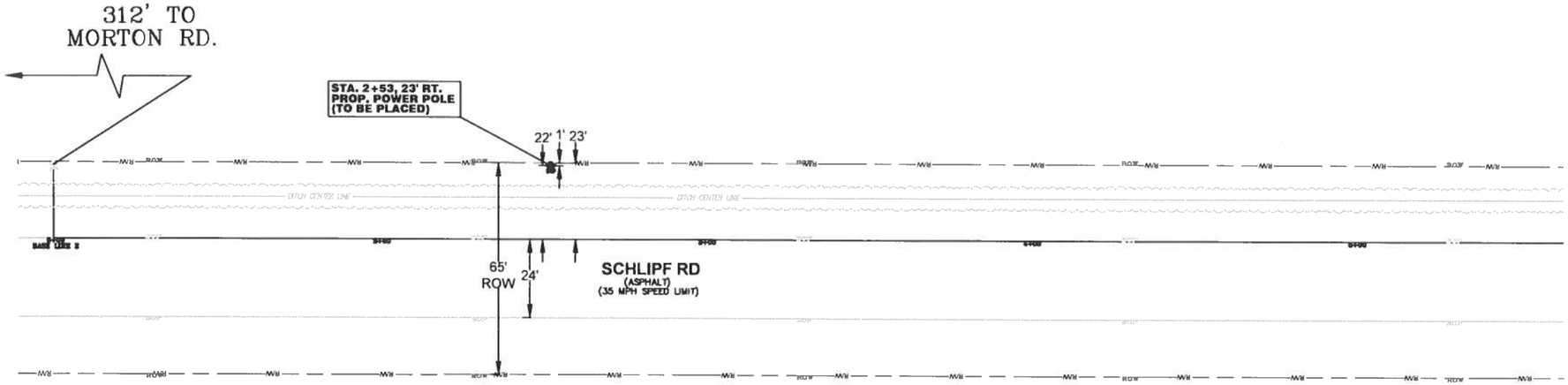
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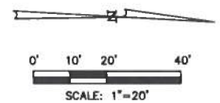
FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23618
JUANOFACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

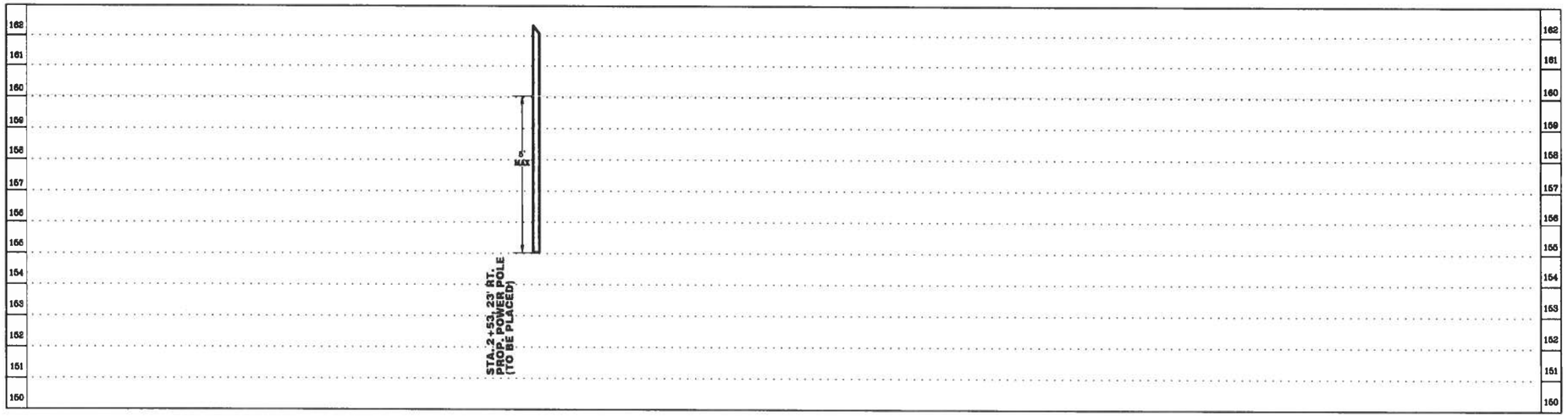
SURVEY BY: AC
F B NO:

SHEET NO 1 OF 11 SHEETS





PROFILE
WALLER COUNTY



DISCLAIMER

GENERAL NOTES

1. CALL UNDERGROUND SERVICE ALERT AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO EXCAVATIONS.
2. CONTRACTORS RESPONSIBLE FOR POTHOLING, LOCATING AND PROBING ALL UNDERGROUND STRUCTURES.

PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURESPEED LIGHTWAVE

EMERGENCY# 281-642-1795

FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23618
JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

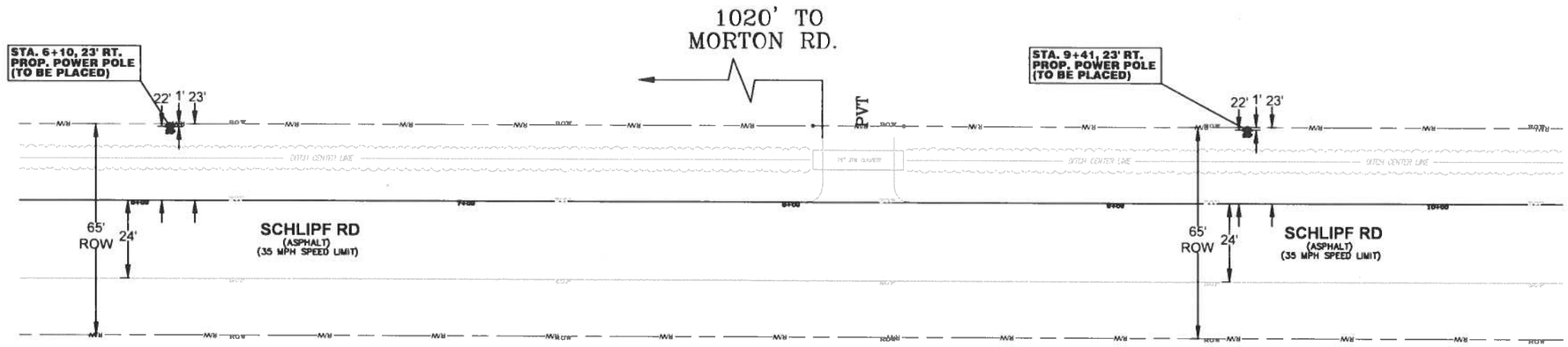
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CONSTRUCTION DRAWING

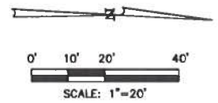
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

WALLER COUNTY
PUBLIC WORKS

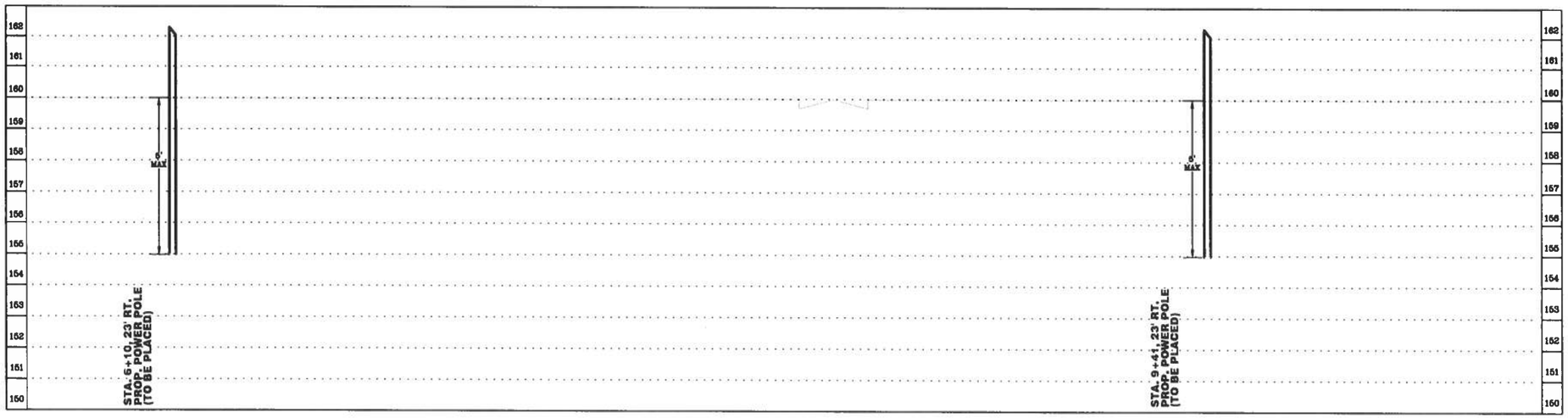
TELECOMMUNICATION

DATE: 02/03/2025	FOR WALLER COUNTY USE ONLY
DRAWING SCALE:	
HORZ: 1"= 20'	
VERT: 1"= 02'	
SHEET No: 2 OF 11	





PROFILE
WALLER COUNTY



DISCLAIMER

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PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURESPEED LIGHTWAVE

EMERGENCY# 281-642-1795

FACCINI
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TBPE FIRM NO. F-23616
JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
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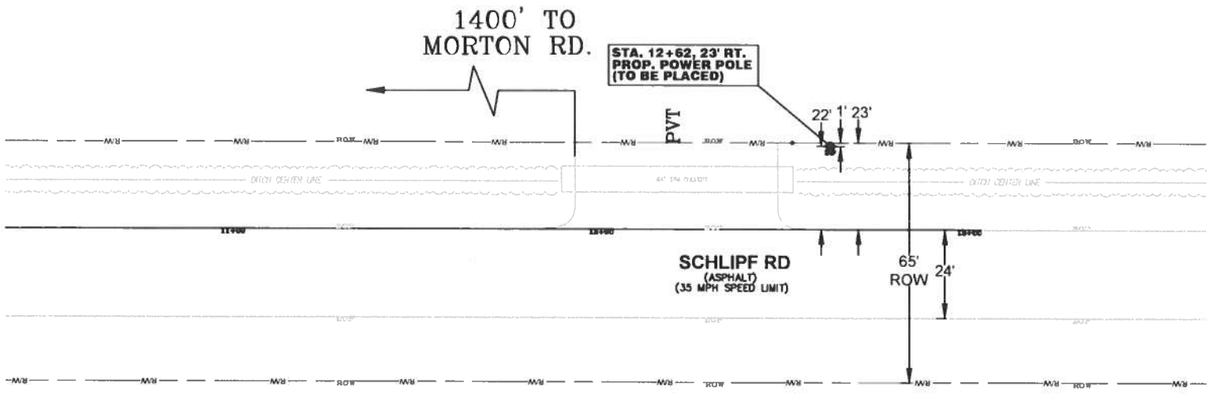
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CONSTRUCTION DRAWING

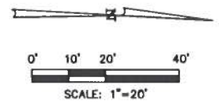
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

WALLER COUNTY
PUBLIC WORKS

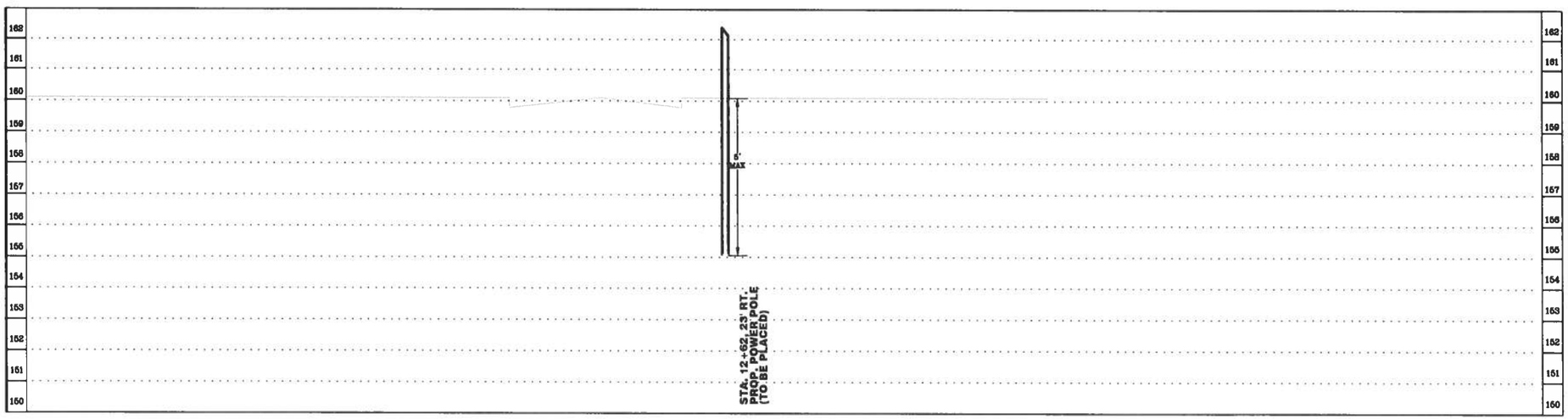
TELECOMMUNICATION

DATE: 02/03/2025	FOR WALLER COUNTY USE ONLY
DRAWING SCALE:	
HORZ: 1"= 20'	
VERT: 1"= 02'	
SHEET No: 3 OF 11	





PROFILE
WALLER COUNTY



DISCLAIMER

GENERAL NOTES

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PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURE SPEED LIGHTWAVE

EMERGENCY# 281-642-1795

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JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

SCHLIPF RD CONSTRUCTION DRAWING

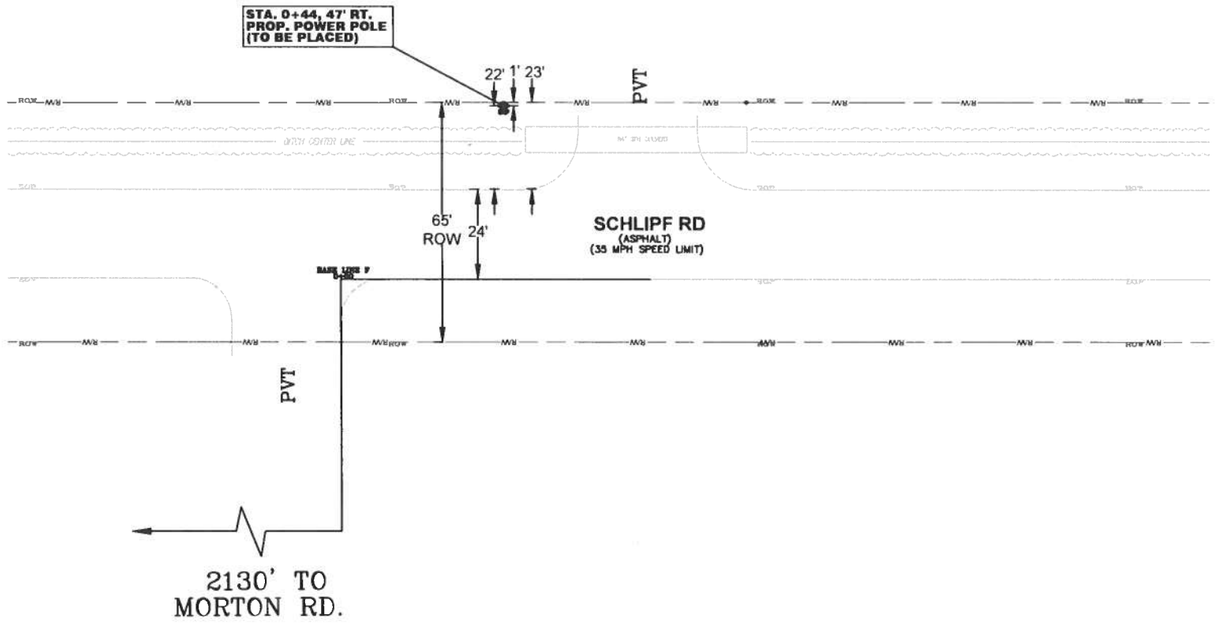
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

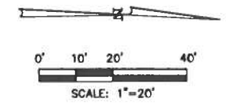
WALLER COUNTY
PUBLIC WORKS

TELECOMMUNICATION

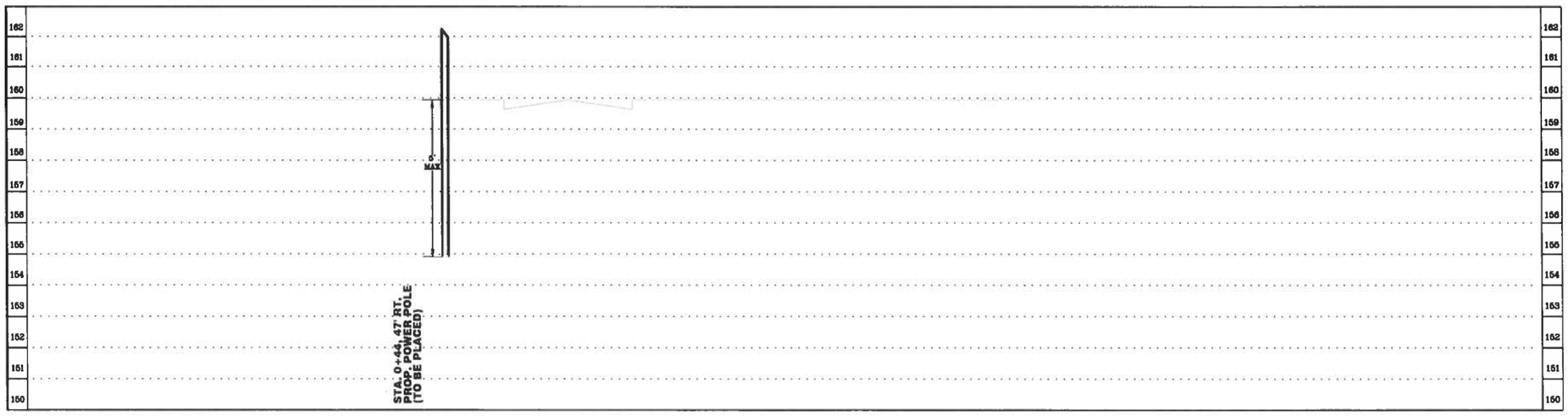
DATE:	02/03/2025
DRAWING SCALE:	
HORZ	1"= 20'
VERT	1"= 02'
SHEET No:	4 OF 11

FOR WALLER COUNTY USE ONLY





PROFILE
WALLER COUNTY



DISCLAIMER

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TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURESPEED LIGHTWAVE

EMERGENCY# 281-642-1795

FACCINI
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JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
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02/07/2025

SCHLIPF RD
CONSTRUCTION DRAWING

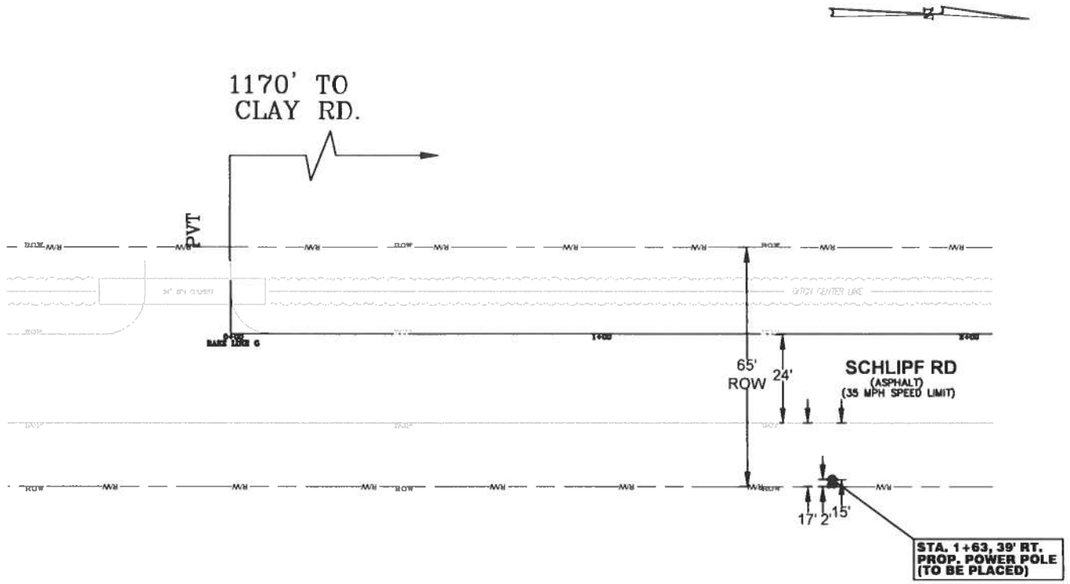
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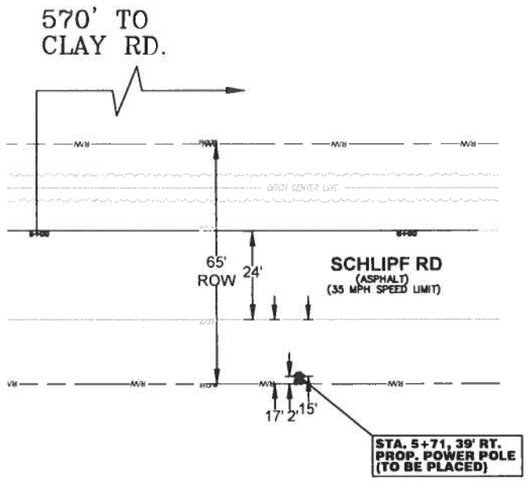
WALLER COUNTY
PUBLIC WORKS

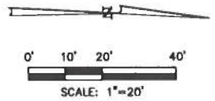
TELECOMMUNICATION

DATE	02/03/2025
DRAWING SCALE:	
HORZ	1"= 20'
VERT	1"= 02'
SHEET No	5 OF 11

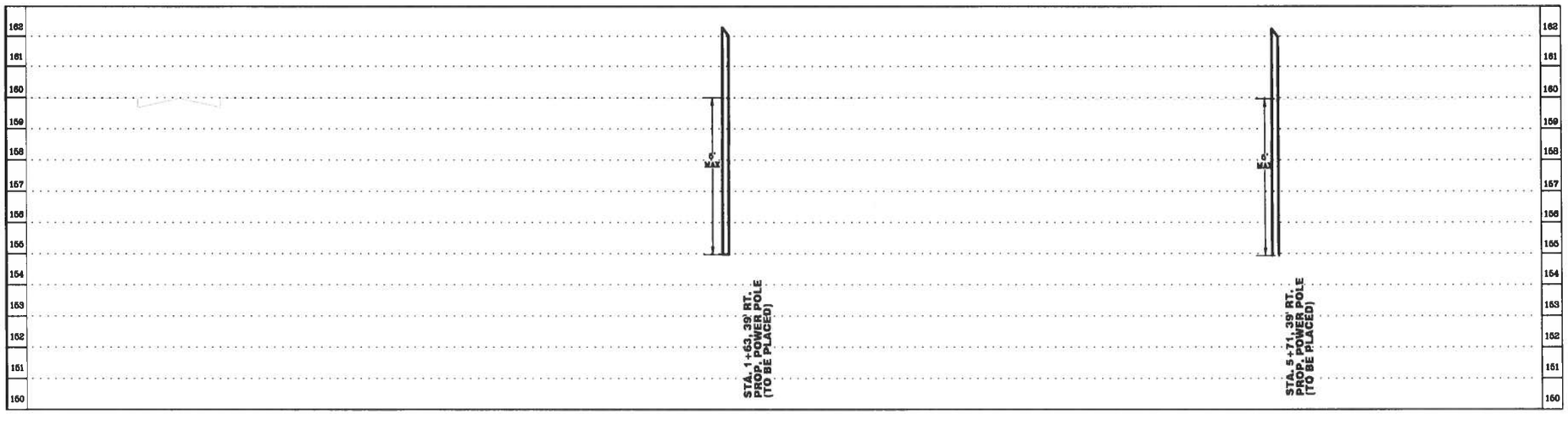
FOR WALLER COUNTY USE ONLY







PROFILE
WALLER COUNTY



DISCLAIMER

GENERAL NOTES

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PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURESPEED LIGHTWAVE

EMERGENCY# 281-642-1795

FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-33618
JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

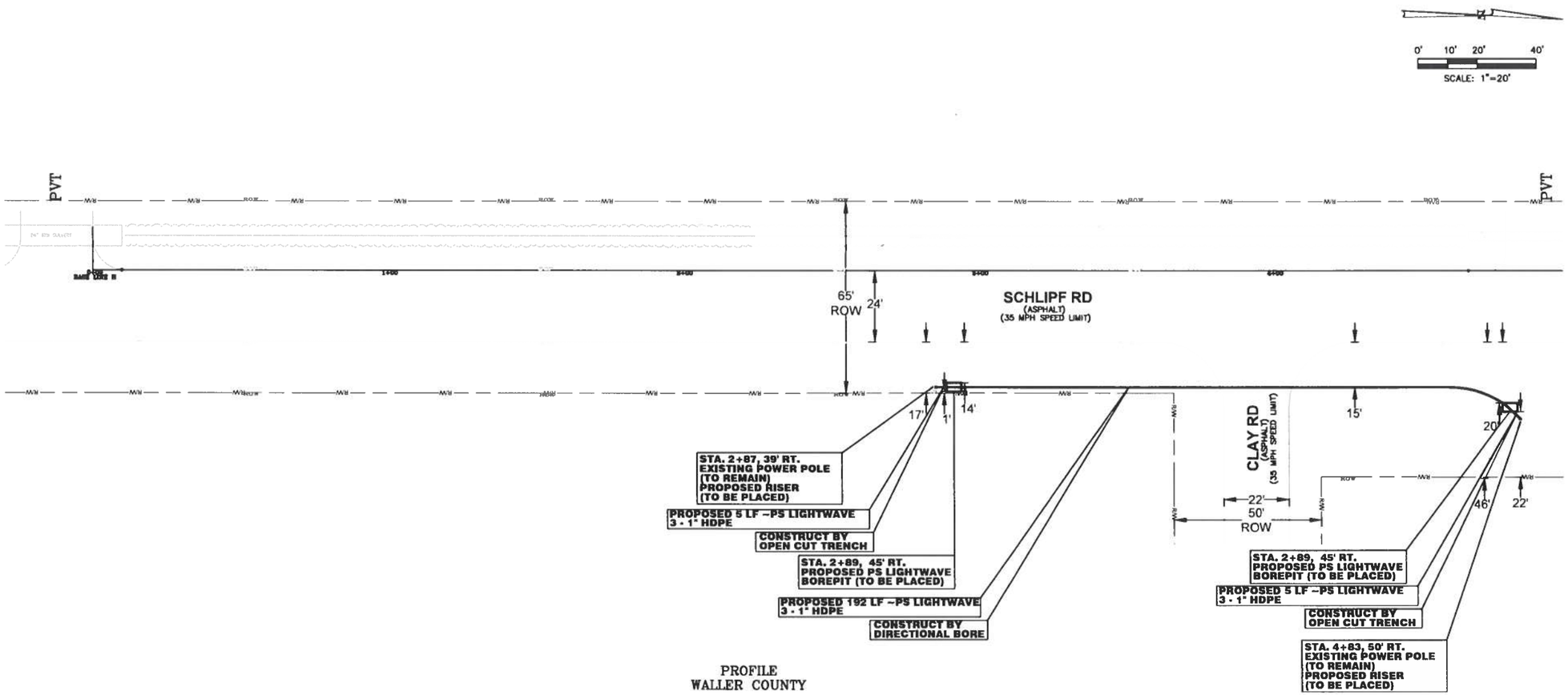
SCHLIPF RD
CONSTRUCTION DRAWING

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

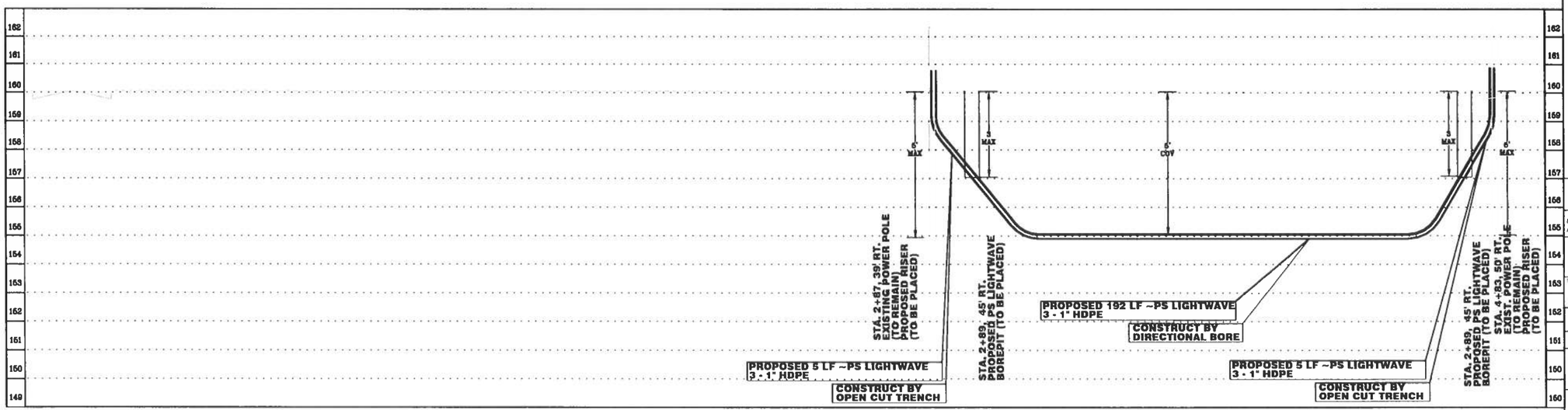
WALLER COUNTY
PUBLIC WORKS

TELECOMMUNICATION

DATE: 02/03/2025	FOR WALLER COUNTY USE ONLY
DRAWING SCALE:	
HORZ: 1"= 20'	
VERT: 1"= 02'	
SHEET No: 6 OF 11	



PROFILE
WALLER COUNTY



DISCLAIMER

GENERAL NOTES

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PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	202' LF
FIBER CUMULATIVE:	202' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	202' LF
BURIED CABLE MARKER	202'
HANDHOLE/BOREPIT/RISER	0/2/2

PURE SPEED LIGHTWAVE

EMERGENCY# 281-642-1795

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ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23618
JUANOFACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

SCHLIPF RD
CONSTRUCTION DRAWING

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

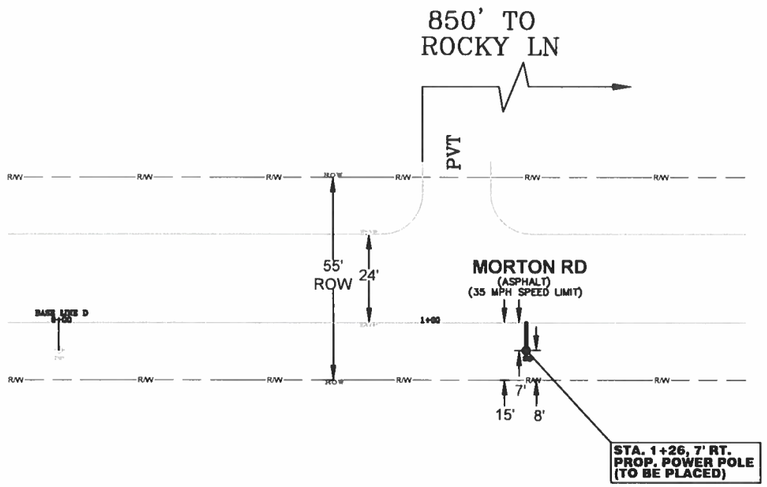
WALLER COUNTY
PUBLIC WORKS

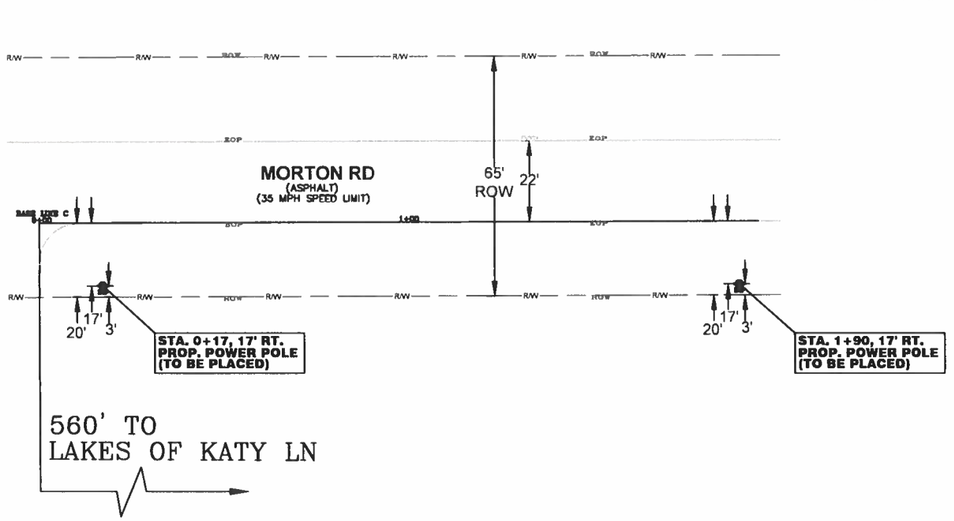
TELECOMMUNICATION

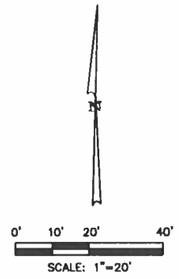
DATE:	02/03/2025
DRAWING SCALE:	
HORZ:	1"= 20'
VERT:	1"= 02'

FOR WALLER COUNTY USE ONLY

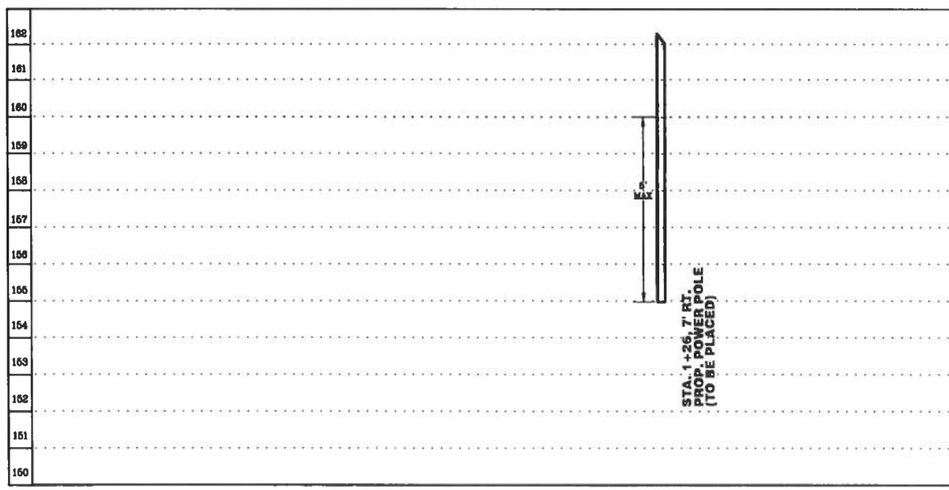
SHEET No. 7 OF 11



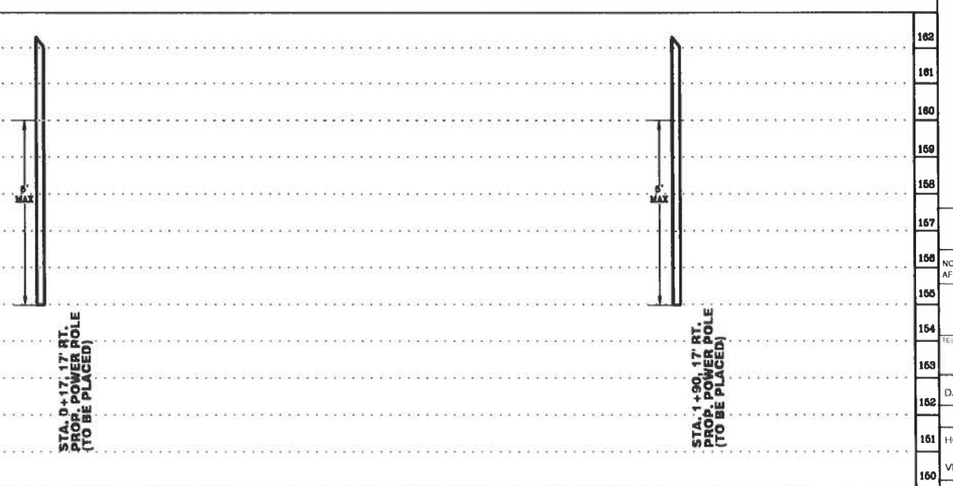




PROFILE
WALLER COUNTY



PROFILE
WALLER COUNTY



DISCLAIMER

GENERAL NOTES

1. CALL UNDERGROUND SERVICE ALERT AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO EXCAVATIONS.
2. CONTRACTORS RESPONSIBLE FOR POTHOLING, LOCATING AND PROBING ALL UNDERGROUND STRUCTURES.

PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURE SPEED LIGHTWAVE

EMERGENCY# 281-642-1795

FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23618
JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED
PROFESSIONAL ENGINEER
02/07/2025

MORTON RD
CONSTRUCTION DRAWING

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

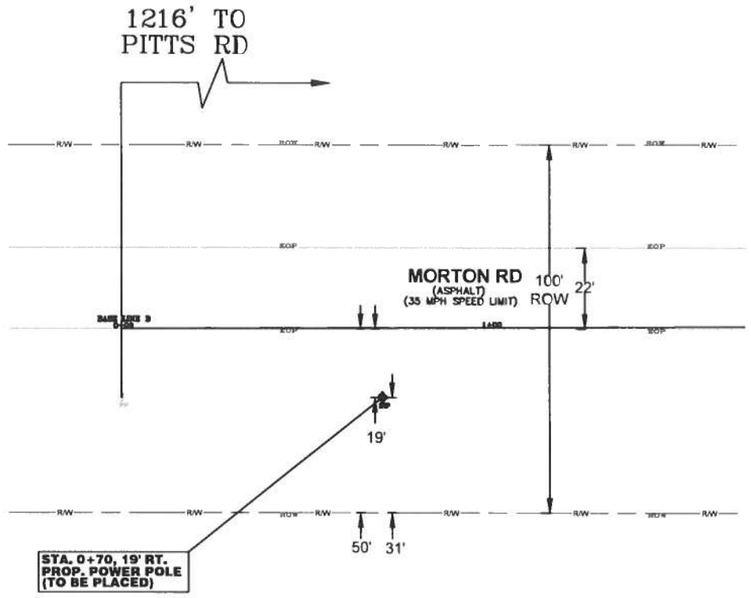
WALLER COUNTY
PUBLIC WORKS

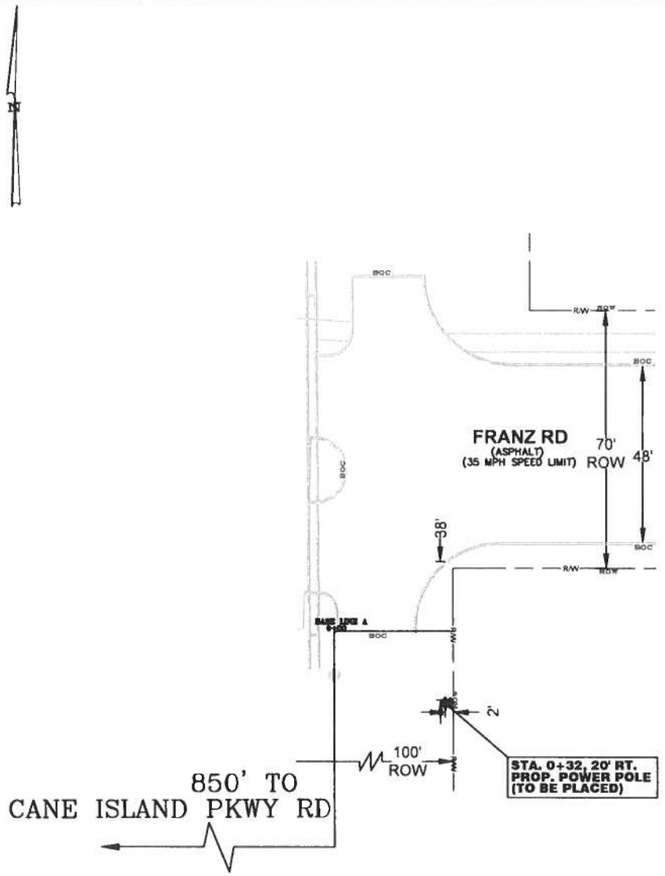
TELECOMMUNICATION

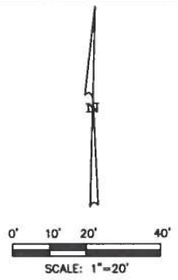
DATE:	02/03/2025
DRAWING SCALE:	
HORZ:	1"= 20'
VERT:	1"= 02'

FOR WALLER COUNTY USE ONLY

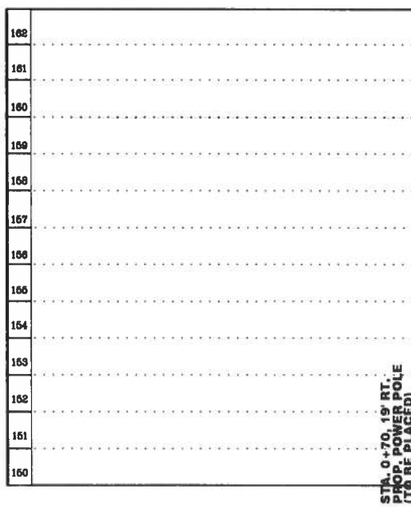
SHEET No: 8 OF 11



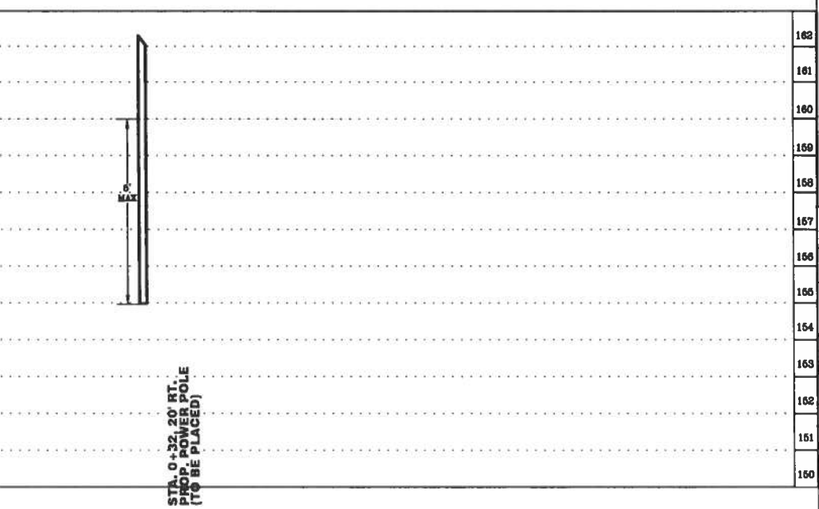




PROFILE
WALLER COUNTY



PROFILE
WALLER COUNTY



DISCLAIMER

GENERAL NOTES

1. CALL UNDERGROUND SERVICE ALERT AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO EXCAVATIONS.
2. CONTRACTORS RESPONSIBLE FOR POTHOLING, LOCATING AND PROBING ALL UNDERGROUND STRUCTURES.

PROJECT NO: 22359-12872

TOTALS

FIBER THIS SHEET:	0' LF
FIBER CUMULATIVE:	0' LF
STATIONING	0+00 - END
CONDUIT	0' LF

MATERIAL LIST	QUANTITY
3 - 1" HDPE	0' LF
BURIED CABLE MARKER	0
HANDHOLE/BOREPIT/RISER	0/0/0

PURE SPEED LIGHTWAVE

EMERGENCY# 281-642-1795

FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23518
JUAN@FACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED
PROFESSIONAL ENGINEER
02/07/2025

MORTON RD & FRANZ RD
CONSTRUCTION DRAWING

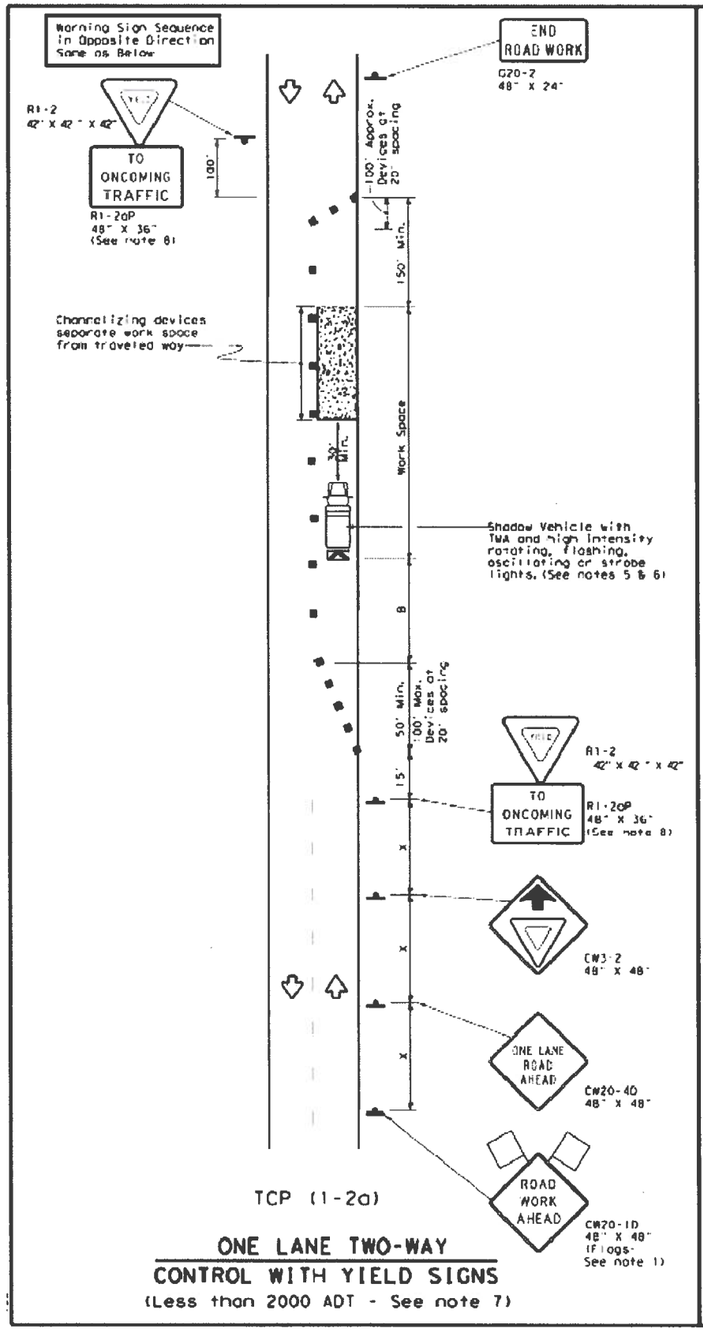
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

WALLER COUNTY
PUBLIC WORKS

TELECOMMUNICATION

DATE:	02/03/2025
DRAWING SCALE:	
HORZ	1"= 20'
VERT	1"= 02'

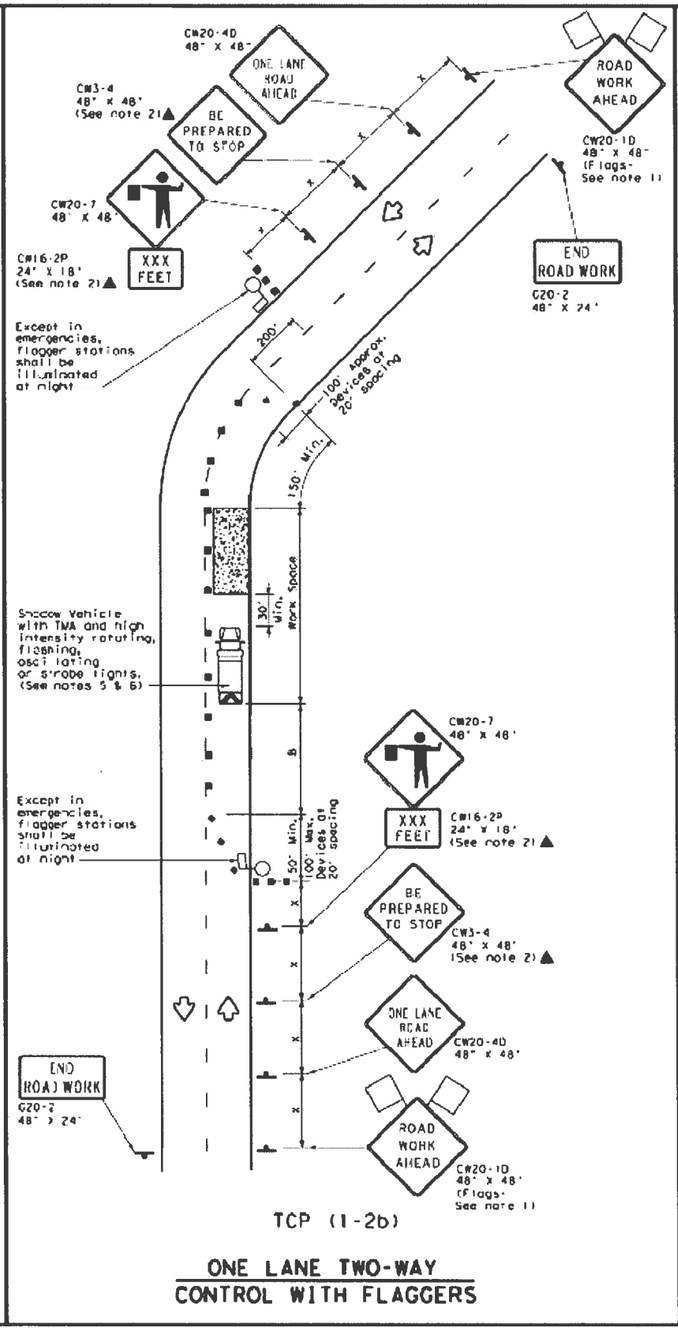
FOR WALLER COUNTY USE ONLY



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed S	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	L = WS²/60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the centerline may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

DISCLAIMER

GENERAL NOTES:
1. ALL KNOWN UNDERGROUND UTILITIES AND OBSTRUCTIONS ARE PRESENT ON DRAWINGS PLOTTED FROM AVAILABLE MAPS AND FIELD ENGINEERING OBSERVATIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE, PROTECT, AND REPAIR IF DAMAGED.
2. CALL UNDERGROUND SERVICE ALERT AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO EXCAVATIONS.
3. CONTRACTORS RESPONSIBLE FOR POTHOLING, LOCATING AND PROBING ALL UNDERGROUND STRUCTURES.

PROJECT NAME: 22359-12872

TOTALS

FIBER THIS SHEET: _____

FIBER CUMULATIVE: _____

STATIONING _____

CONDUIT _____

MATERIAL LIST — QUANTITY

FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23918
JUANQFACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F. FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

PS LIGHTWAVE

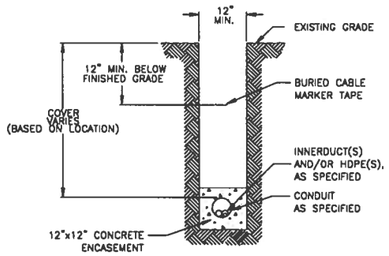
EMERGENCY# ___-___-____

TRAFFIC CONTROL PLAN

FILE NO:
DATE: 2/6/2025
DRAWING SCALE:
VERT: N/A HORZ: N/A
SHEET NO 10 OF 11

TYPICAL DETAIL "B" INDUSTRY STANDARD

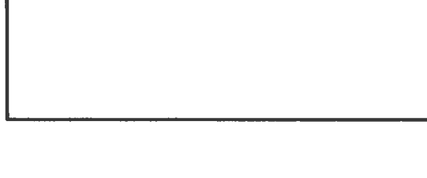
12"x12" CONCRETE ENCASEMENT



NOTE:
BACKFILL MUST BE MADE WITH ROCK FREE MATERIAL.

TYPICAL DETAIL "A" INDUSTRY STANDARD

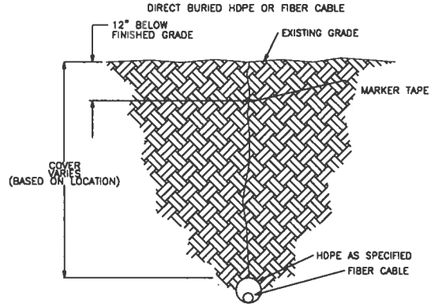
TRENCH PLACEMENT
CONDUIT(S), HDPE(S) OR DIRECT BURIED CABLE.



NOTE:
BACKFILL MUST BE MADE WITH ROCK FREE MATERIAL.

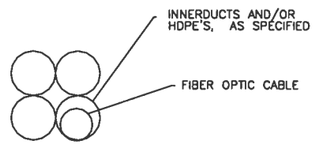
TYPICAL DETAIL "C" INDUSTRY STANDARD

DIRECT BURIED HDPE OR FIBER CABLE



INDUSTRY STANDARD TYPICAL DETAIL "D"

CROSS SECTION OF NNERDUCT(S) AND/OR HDPE(S) AS SPECIFIED

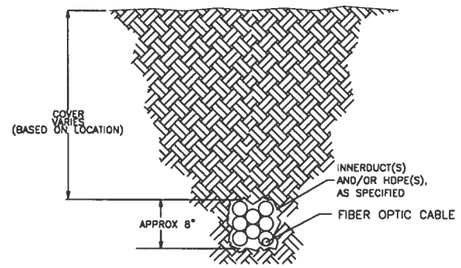


INDUSTRY STANDARD TYPICAL DETAIL "E"

HDPE WITH CABLE CROSS SECTION

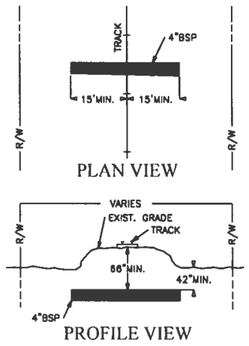
TYPICAL DETAIL "H" INDUSTRY STANDARD

DIRECTIONAL BORE HDPE OR FIBER CABLE



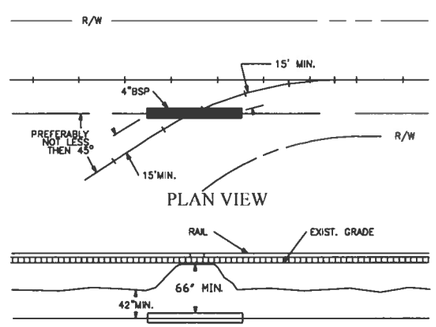
INDUSTRY STANDARD TYPICAL DETAIL "F"

JACK AND BORE MAIN TRACK



INDUSTRY STANDARD TYPICAL DETAIL "G"

JACK AND BORE AUXILLARY TRACK



DISCLAIMER

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PROJECT NAME: 22359-12872

TOTALS

FIBER THIS SHEET: _____

FIBER CUMULATIVE: _____

STATIONING _____

CONDUIT _____

MATERIAL LIST	QUANTITY

FACCINI
ENGINEERING & CONSTRUCTION
TBPE FIRM NO. F-23618
JUANOFACCINIASSOCIATES.COM

STATE OF TEXAS
JUAN F FACCINI
145205
LICENSED PROFESSIONAL ENGINEER
02/07/2025

PS LIGHTWAVE

EMERGENCY# ___-___-____

GENERAL CONSTRUCTION NOTES

FILE NO:
DATE: 2/6/2025

DRAWING SCALE:

VERT: N/A HORZ: N/A

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson & Allen Insurance Group, PC Byron A Welsh 401 College Street Suite 233 Montgomery TX 77356	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** **PRODUCER CUSTOMER ID #:**
INSURED Associated Wiring Solutions 13921 Hwy 105 W. Ste. 252 Conroe TX 77304	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Champlain Specialty Insurance Company **INSURER B :** **INSURER C :** Richmond National Insurance Company **INSURER D :** **INSURER E :** Evanston Insurance Company **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Errors and Omissions Liability 1,000,00011 GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	Y	Y	CSSE-CGL-0003564-01	11/06/2024	11/06/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Insured Retention	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Col	$ $ $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE RETENTION $			RN-2-0182972-01	01/29/2024	01/29/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	$ $ $
E	Umbrella Liability			XOBW10136724	09/20/2024	01/29/2026	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Waller County
775 Bus 290 East
Hempstead TX 77445

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTICE OF RECEIPT OF APPLICATION
TO REVISE A SUBDIVISION PLAT FILED FOR RECORD WITH THE COUNTY CLERK

APPLICATION: *Goosby Real Estate Investments LLC*, owner(s), are requesting to be allowed to amend *Lot E/2 of 9, Block 1, Quixote Business Park S724051)*. The amendment will *replat Lot E/2 of Block 9 into two Lots, with one Lot having Access Right-of-Way via 25 Foot Access Easement*.

This Replat request, if approved, will only revise the applicant's property.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on July 9, 2025 at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445.

OFFICE OF THE SHERIFF WALLER COUNTY

100 R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

SHERIFF TROY GUIDRY

May 15, 2025

Waller County Sheriff's Forfeiture Account (Chapter 59)
Budget 2025

Equipment:	$40,000.00
Investigative Cost:	$6,000.00
Supplies:	$2,230.70
Total:	**$48,230.70**

OFFICE OF THE SHERIFF WALLER COUNTY

100 R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

SHERIFF TROY GUIDRY

May 21, 2025

Waller County Sheriff's Federal Forfeiture Fund
Budget 2025

192-489-563005	Training	$30,000.00
192-489-563010	Operations & Investigations	$10,000.00
192-489-563015	Travel & Per Diem	$10,000.00
192-489-563025	Awareness Programs	$5,000.00
192-489-581814	Fed. Forf. Equipment	$87,878.05
	Total:	**$142,878.05**

Tax Office Refunds for 05/28/2025

Over $500 Refunds

Account #	Recipient	Amount
R408754	LLANAS JONATHAN F	709.35
R327137	TDHCA	2,633.42
MULTIPLE	CORELOGIC	175,301.81
R5010	MURALLA WILHMAN JAVIER	1,600.00
R380401	S&H PROPERTY HOLDINGS LLC	1,156.88
R7197	HARTLEY ELIZABETH LIFE ESTATE	523.85
R388974	ZAMAN NAFIL	2,524.59
R25319	DUENAS JUAN	1,055.98
R372377	FINK CODY SCOTT	749.55
R8964	MILNER FRANCES FERGUSON	619.66
R371577	HERFURTH MICHAEL CUNNANE	551.88
MULTIPLE	FIRST AMERICAN HOMES LTD	3,820.37
R371542	KIM SAMUEL Y	551.88
R9658	LEGACY AGRICULTURAL HOLDINGS LLC	753.51
R371716	JAMESON GREGORY M	849.78
MULTIPLE	CENTURY LAND HOLDINGS OF TEXAS LL	709.76
R6115	WILLIS PAGE S	1,359.01
R202678	ANDERSON BRENDA SUE	555.37
R339117	AMBROSE DAVID	1,625.82
R371353	WANG ZHI	1,684.76
R338673	TSAKIRIS LOUIS ALEX	1,576.78
R338658	TSAKIRIS LOUIS A	1,576.78
R8829	PERKINS JEREMY T	937.57
R391156	TRANS ANSERRA LLC	981.45
R387721	CASTANEDA MIKENNA ELISE	2,630.94
RC48423	LIGHT JAMES	1,517.86
R399277	TREJO NICOLE MARIE	830.07
R364125	CORCHACHDO JESUS	668.36
R387751	COOPER SHAMETRIA	812.39
V171924	STYERS CONSTRUCTION CO	543.31
R40080	ASTRO SUNTERRA LAKES NORTH LP	994.07
R159795	WEST JAMES H	895.24
R358047	MCGOVERN LORRI ANN	640.01
R381494	PRAIRIE LEGACY PARTNERS INC	536.49
R44499	BONIUK INTERESTS LTD	44,421.44

R358026	COMIN 1ST DEVELOPMENT INC	1,596.53
R3902	NEW HEART OF TEXAS MINISTRIES	671.98
R7629	WRIGHT CHANDRA DENISE	2,291.96
R4671	VIRGINIA SWANSON	2,121.19
R4668	WILLIAM BROOKSHIRE	1,184.27
R402215	YANEZ CHRISTIAN PEREZ	694.78
R400113	CORELOGIC	680.65
R400090	PATTON MARK EDWARD	665.54
R399221	CORELOGIC	699.13
R399195	ROMERO KARELY GABRIELA FREITAS	1,621.37
R398797	ALEJANDRO DE LUNA ABRAHAM	2,282.49
R397922	WILLIAM DAVID COMPANIES INC	720.10
MULTIPLE	JACKSON, KANESHA	1,740.93
R400153	RRUNER PHILLIP VICTOR	1,505.76
R40117	HARVINDER THIND	16,090.13
P47058	NEWCOMB, JAMES E JR	850.62
R23915	BRONIKOWSKI, JEFFERY PAUL	1,211.56
R365272	SAM THOMAS	1,346.98
R404459	KETTELHUT KATELYN M	1,061.73
R389409	BIJOU TRAN	2,339.41
R332291	RODRIGUEZ JUVENAL	675.94
R26893	MARINO JULIA L	1,447.08
MULTIPLE	FVP HEMPSTEAD LLC	6,004.98
R408775	HOUSTON OAKS NORTH LP	1,036.68
R351220	LICONA LILIANA	2,892.04
R351104	ESPINOZA BEATRIZ	2,299.57
R16079	SCOTT DEREK CHASE	2,659.80

Transportation Advocacy Group – Houston | TAG
5718 Westheimer Rd, Suite 1000
Houston, TX 77057
E-Mail events@taghouston.org

Registration # 023189
Joan Sargent Waller Co. Treasurer
Deputy JC Date 5-5-25

INVOICE 3282	PO NUMBER	1/8/2025

BILL TO

Waller County
Trey Duhon
425 FM 1488 Suite 106
Hempstead, TX 77445

MESSAGE

ITEMS	QUANTITY	UNIT PRICE	PAID
Membership Dues	1	5,000.00	0.00

TOTAL	**5,000.00**
PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED	(0.00)
TOTAL DUE BY 1/8/2025	**5,000.00**

Thank you for your support!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
0.00	0.00	5,000.00	0.00	5,000.00

MAY 5 '25 PM 3:05 AUDITOR

Submit payment online here

TAG Houston Region W-9

****Our Address Has Changed****
5718 Westheimer Rd
Suite 1000
Houston, TX 77057

MAY 5 '25 AM 11:56 TREASURER

Please update in your billing system if paying by check.

INVOICE

Fort Bend Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

kelley.large@fortbendcountytx.gov
+1 (832) 471-4011

Bill to
Judge Trey Duhon
Waller County Judge
836 Austin Street, Suite 203
Hempstead, TX 77445

Ship to
Judge Trey Duhon
Waller County Judge
836 Austin Street, Suite 203
Hempstead, TX 77445

Invoice details
Invoice no.: 1495
Terms: Net 30
Invoice date: 05/05/2025
Due date: 06/04/2025

Registration # 023209
Joan Sargent Waller Co. Treasurer
Deputy JG Date 5-5-25

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/21/2025	**Autopsy**	Full Autopsy Case# 25-00512WL ordered by Judge J.R. Woolley	1	$2,600.00	$2,600.00
2.	03/14/2025	**Autopsy**	Full Autopsy Case# 25-00690WL ordered by Judge Ted Krenek	1	$2,600.00	$2,600.00
3.	03/19/2025	**External Examination**	External Examination Case# 25-00746WL ordered by Judge J.R. Woolley	1	$850.00	$850.00
4.	03/28/2025	**Autopsy**	Full Autopsy Case# 25-00822WL ordered by Judge Marian Jackson	1	$2,600.00	$2,600.00

Total **$8,650.00**

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
May 12, 2025

Registration # 023405
Joan Sargent Waller Co. Treasurer
Deputy JG Date 5-13-25

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

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			-One Man First Call - per Judge Charles Karisch				425..00
1			Transport to Fort Bend ME				500.00
1			Body Bag				200.00
						Balance Due	$1125.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

Liberty Tire Recycling, LLC
600 River Ave, 3rd Floor
Pittsburgh, PA 15212
Phone: 412.926.1500
Fax: 412.697.2410
www.libertytire.com

Invoice # 2949219
Invoice Date 3/29/2025
Due Date 4/28/2025
Account Number 109979
Terms Net 30 Days
Page 1 of 1

Bill Waller County
425 FM 1488 Rd # 102
Hempstead, TX 77445-9634

INVOICE

Service Date	Work Order/Tkt PO#	Description Cust Ref #	Qnty	Rate	Total
0002 - Household Hazardous Waste Collection Event- Pattison Volunteer FD - 2950 FM 359 Rd					
03/29/25	WO#: 0010091702	Car Tire Each Off Rim	64.00	3.2500	$208.00
03/29/25	WO#: 0010091702	Min Service Charge	1.00	1,989.0000	$1,989.00
03/29/25	WO#: 0010091702	Truck Tire Each Off Rim	1.00	15.0000	$15.00
03/29/25	WO#: 0010091702	Demurrage 6 hours	1.00	870.0000	$870.00

Fuel Surcharge Variable Rate 287.56
Service Location Sub Total $3,369.56

Invoice Total: $3,369.56

Please detach and include with payment.

Please Pay This Amount **$3,369.56**

Amount of Remittance

Waller County
425 FM 1488 Rd # 102
Hempstead, TX 77445-9634

Account Number 109979
Invoice # 2949219
Invoice Date 3/29/2025
Due Date 04/28/2025

Please Remit Payment To: **LIBERTY TIRE SERVICES LLC**
PO Box 645375
Pittsburgh, PA 15264

Liberty Tire Recycling, LLC
600 River Ave, 3rd Floor
Pittsburgh, PA 15212
Phone: 412.926.1500
Fax: 412.697.2410
www.libertytire.com

Invoice # 2968429
Invoice Date 4/26/2025
Due Date 5/26/2025
Account Number 109979
Terms Net 30 Days
Page 1 of 1

Bill to: Waller County
425 FM 1488 Rd # 102
Hempstead, TX 77445-9634

INVOICE

Service Date	Work Order/Tkt PO#	Description Cust Ref #	Qnty	Rate	Total
0001 - Household Hazardous Waste Collection Event - Waller Co R&B - 775 US-290 Bus					
04/25/25	WO#: 0010196336	Drop Fee for Container	1.00	292.0000	$292.00
			Fuel Surcharge Variable Rate		37.96
			Service Location Sub Total		$329.96
				Invoice Total:	$329.96

Please detach and include with payment.

Please Pay This Amount **$329.96**

Amount of Remittance

Waller County
425 FM 1488 Rd # 102
Hempstead, TX 77445-9634

Account Number 109979
Invoice # 2968429
Invoice Date 4/26/2025
Due Date 05/26/2025

Please Remit Payment To: **LIBERTY TIRE SERVICES LLC**
PO Box 645375
Pittsburgh, PA 15264

Liberty Tire Recycling, LLC
600 River Ave, 3rd Floor
Pittsburgh, PA 15212
Phone: 412.926.1500
Fax: 412.697.2410
www.libertytire.com

Invoice # 2976646
Invoice Date 5/3/2025
Due Date 6/2/2025
Account Number 109979
Terms Net 30 Days
Page 1 of 1

Bill to: Waller County
425 FM 1488 Rd # 102
Hempstead, TX 77445-9634

INVOICE

Service Date	Work Order/Tkt PO#	Description Cust Ref #	Qnty	Rate	Total
0001 - Household Hazardous Waste Collection Event - Waller Co R&B - 775 US-290 Bus					
04/28/25	WO#: 0010196681	Mixed Load - Load	1.00	1,325.0000	$1,325.00
			Fuel Surcharge Variable Rate		172.25
			Service Location Sub Total		$1,497.25
				Invoice Total:	$1,497.25

Please detach and include with payment.

Please Pay This Amount **$1,497.25**

Amount of Remittance

Waller County
425 FM 1488 Rd # 102
Hempstead, TX 77445-9634

Account Number 109979
Invoice # 2976646
Invoice Date 5/3/2025
Due Date 06/02/2025

Please Remit Payment To: **LIBERTY TIRE SERVICES LLC**
PO Box 645375
Pittsburgh, PA 15264

DEAL SIKES

Mr. Uriel Tuck
Waller County District Attorney's Office
645 12th Street
Hempstead, TX 77445

Tax ID: 26-4118216

INVOICE

March 6, 2025

Project # 2021-2347-13
Ending Date 2/28/2025
Re: Real Property Appraisal Reports for 3 Tracts of Land in Waller County, Texas

Current Charges

Name	Hours	Rate	Total
Matthew C. Deal, CRE	0.50	375.00	$187.50
Andrew Stone	7.50	200.00	$1,500.00
Kira Burtt	1.50	100.00	$150.00

	Total
Subtotal	$1,837.50
Expenses	$115.00
Total amount of this bill	$1,952.50
BALANCE DUE	**$1,952.50**

PAST DUE

Approved by: _____

Date: 5/16/25

8811 Gaylord Drive | Suite 150
Houston, Texas 77024
713.662.3500 | fax 888.662.2955
www.dealsikes.com

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

Husch Blackwell values your feedback in the delivery of our legal services. Please use the link below to provide us with feedback on the matter related to this invoice.
https://www.surveymonkey.com/r/53HQV8H

Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: May 10, 2024
Invoice Number: 3526300

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through April 30, 2024

Currency: USD

Our Reference No. 0553103-0000002
Diemer Road Re-Alignment

Total Professional Services	907.50
Amount Due	**$907.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: May 10, 2024
Invoice Number: 3526300

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through April 30, 2024

Currency: USD

Our Reference No. 0553103-0000002
Diemer Road Re-Alignment

Date	Professional Services	Hours	Amount
04/02/24	[redacted]	0.40	$150.00
04/24/24		0.40	$150.00

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Diemer Road Re-Alignment
Page 3

Our Reference No.: 0553103-0000002
Invoice Number: 3526300

Date	Professional Services	Hours	Amount
04/25/24	[redacted]	0.80	$420.00
04/26/24		0.50	$187.50
	Total Hours and Fees	**2.10**	**$ 907.50**
	Current Invoice Due		**$907.50**
	Other Outstanding Invoices		$28,147.50
	Total Balance Due		**$29,055.00**

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: May 10, 2024
Invoice Number: 3526300

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through April 30, 2024

Currency: USD

Our Reference No. 0553103-0000002
Diemer Road Re-Alignment

Total Professional Services	907.50
Total Current Invoice	**$907.50**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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For wire transfer instructions, please email: ARInfo@huschblackwell.com

To make an online payment: https://payonline.huschblackwell.com/
You will be redirected to our unique LawPay link.

Mail Payments to:
Husch Blackwell LLP
P. O. Box 790379
SAINT LOUIS, MO 63179

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PENDING FINANCE

HUSCH BLACKWELL

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: May 10, 2024
Invoice Number: 3526300

Sent by Email to:
e.dorsey@wallercounty.us

08/04/23	3382672	$2,647.50
09/25/23	3407203	$4,665.00
10/12/23	3416986	$4,725.00
11/08/23	3430312	$4,305.00
12/08/23	3446946	$3,562.50
01/10/24	3461123	$3,907.50
02/06/24	3473407	$1,455.00
03/11/24	3491687	$2,512.50
04/14/24	3510567	$367.50
Prior Balance Due		$28,147.50
Current Invoice		
05/10/24	3526300	$907.50
Total Balance Due		$29,055.00

REMITTANCE

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: June 14, 2024
Invoice Number: 3544457

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through May 31, 2024

Currency: USD

Our Reference No. 0553103-0000002
Diemer Road Re-Alignment

Total Professional Services	675.00
Amount Due	**$675.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: June 14, 2024
Invoice Number: 3544457

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through May 31, 2024

Currency: USD

Our Reference No. 0553103-0000002
Diemer Road Re-Alignment

Date	Professional Services	Hours	Amount
05/24/24	[redacted]	1.10	$412.50
05/24/24		0.50	$262.50
	Total Hours and Fees	**1.60**	**$ 675.00**
	Current Invoice Due		**$675.00**

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Diemer Road Re-Alignment
Page 3

Our Reference No.: 0553103-0000002
Invoice Number: 3544457

Other Outstanding Invoices	$29,055.00
Total Balance Due	**$29,730.00**

CONFIDENTIAL INFORMATION
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P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: June 14, 2024
Invoice Number: 3544457

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through May 31, 2024

Currency: USD

Our Reference No. 0553103-0000002
Diemer Road Re-Alignment

Total Professional Services	675.00
Total Current Invoice	**$675.00**

Other Invoices Outstanding

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Date	Invoice	Balance

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SAINT LOUIS, MO 63179

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: June 14, 2024
Invoice Number: 3544457

Sent by Email to:
e.dorsey@wallercounty.us

08/04/23	3382672	$2,647.50
09/25/23	3407203	$4,665.00
10/12/23	3416986	$4,725.00
11/08/23	3430312	$4,305.00
12/08/23	3446946	$3,562.50
01/10/24	3461123	$3,907.50
02/06/24	3473407	$1,455.00
03/11/24	3491687	$2,512.50
04/14/24	3510567	$367.50
05/10/24	3526300	$907.50
Prior Balance Due		$29,055.00
Current Invoice		
06/14/24	3544457	$675.00
Total Balance Due		$29,730.00

REMITTANCE

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SAINT LOUIS, MO 63179

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https://www.surveymonkey.com/r/53HQV8H

Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: July 12, 2024
Invoice Number: 3559478

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through June 30, 2024

Currency: USD

Our Reference No. 0553103-0000003
Evaluation of Subdivision Regulations

Total Professional Services	262.50
Amount Due	**$262.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: July 12, 2024
Invoice Number: 3559478

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through June 30, 2024

Currency: USD

Our Reference No. 0553103-0000003
Evaluation of Subdivision Regulations

Date	Professional Services	Hours	Amount
06/03/24	[redacted]	0.50	$262.50
	Total Hours and Fees	**0.50**	**$ 262.50**
	Current Invoice Due		**$262.50**
	Other Outstanding Invoices		$11,865.00
	Total Balance Due		**$12,127.50**

CONFIDENTIAL INFORMATION
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HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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https://www.surveymonkey.com/r/53HQV8H

Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: July 12, 2024
Invoice Number: 3559478

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through June 30, 2024

Currency: USD

Our Reference No. 0553103-0000003
Evaluation of Subdivision Regulations

Total Professional Services	262.50
Total Current Invoice	**$262.50**

Other Invoices Outstanding

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Date	Invoice	Balance
08/04/23	3382673	$105.00
10/12/23	3416988	$7,507.50
11/08/23	3430313	$4,252.50
Prior Balance Due		$11,865.00

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Mail Payments to:
Husch Blackwell LLP
P. O. Box 790379
SAINT LOUIS, MO 63179

We want your feedback. Use the link below to provide us feedback on our services or the matter related to this invoice.

https://www.surveymonkey.com/r/53HQV8H

PREVIANCE

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

Husch Blackwell values your feedback in the delivery of our legal services. Please use the link below to provide us with feedback on the matter related to this invoice.
https://www.surveymonkey.com/r/53HQV8H

Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT

Invoice Date: July 12, 2024

Invoice Number: 3559478

Sent by Email to:
e.dorsey@wallercounty.us

RECEIPT

Current Invoice		
07/12/24	3559478	$262.50
Total Balance Due		$12,127.50

THIS INVOICE IS PAYABLE UPON RECEIPT. PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.
(Please reference your client and/or invoice number when submitting payment. Thank you!)

For wire transfer instructions, please email: ARInfo@huschblackwell.com

To make an online payment: https://payonline.huschblackwell.com/
You will be redirected to our unique LawPay link.

Mail Payments to:
Husch Blackwell LLP
P. O. Box 790379
SAINT LOUIS, MO 63179

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: September 17, 2024
Invoice Number: 3596496

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through August 31, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	2,047.50
Amount Due	**$2,047.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: September 17, 2024
Invoice Number: 3596496

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through August 31, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Date	Professional Services	Hours	Amount
08/23/24	[redacted]	0.80	$420.00
08/27/24		2.90	$1,522.50
08/30/24		0.20	$105.00
	Total Hours and Fees	**3.90**	$ **2,047.50**

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Current Invoice Due	**$2,047.50**
Other Outstanding Invoices	$36,120.00
Total Balance Due	**$38,167.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: September 17, 2024
Invoice Number: 3596496

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through August 31, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	2,047.50
Total Current Invoice	**$2,047.50**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: September 17, 2024
Invoice Number: 3596496

Sent by Email to:
e.dorsey@wallercounty.us

08/04/23	3382670	$975.00
09/25/23	3407202	$3,900.00
10/12/23	3416985	$300.00
11/08/23	3430311	$5,962.50
12/08/23	3446945	$112.50
03/11/24	3491686	$262.50
04/14/24	3510566	$6,667.50
05/10/24	3526299	$3,712.50
06/14/24	3544459	$7,717.50
07/12/24	3559477	$6,037.50
08/08/24	3574060	$472.50
Prior Balance Due		$36,120.00
Current Invoice		
09/17/24	3596496	$2,047.50
Total Balance Due		$38,167.50

REMITTANCE

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: September 17, 2024
Invoice Number: 3596497

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through August 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	11,615.00
Amount Due	**$11,615.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: September 17, 2024
Invoice Number: 3596497

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through August 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Date	Professional Services	Hours	Amount
08/01/24	[redacted]	2.80	$1,610.00
08/02/24		2.40	$1,380.00
08/05/24		1.20	$690.00

CONFIDENTIAL INFORMATION
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Client: Waller County, Texas
Matter: Mobility Bond Program
Page 3

Our Reference No.: 0553103-0000004
Invoice Number: 3596497

Date	Professional Services	Hours	Amount
08/06/24	[redacted]	3.70	$2,127.50
08/07/24		4.00	$2,300.00
08/07/24		4.50	$2,587.50
08/25/24		1.10	$632.50
08/26/24		0.50	$287.50
	Total Hours and Fees	**20.20**	$ **11,615.00**
	Current Invoice Due		**$11,615.00**
	Other Outstanding Invoices		$10,982.50
	Total Balance Due		**$22,597.50**

CONFIDENTIAL INFORMATION
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P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: September 17, 2024
Invoice Number: 3596497

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through August 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	11,615.00
Total Current Invoice	**$11,615.00**

Other Invoices Outstanding

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Date	Invoice	Balance

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: September 17, 2024
Invoice Number: 3596497

Sent by Email to:
e.dorsey@wallercounty.us

06/14/24	3544460	$4,715.00
07/12/24	3559482	$3,277.50
08/08/24	3574061	$2,990.00
Prior Balance Due		$10,982.50
Current Invoice		
09/17/24	3596497	$11,615.00
Total Balance Due		$22,597.50

PENDING FINAL

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: October 09, 2024
Invoice Number: 3610693

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through September 30, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	3,800.00
Amount Due	**$3,800.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: October 09, 2024
Invoice Number: 3610693

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through September 30, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Date	Professional Services	Hours	Amount
09/03/24	[redacted]	0.10	$25.00
09/06/24		5.40	$2,835.00
09/06/24		2.50	$625.00

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Woods Road Project
Page 3

Our Reference No.: 0553103-0000001
Invoice Number: 3610693

Date	Professional Services	Hours	Amount
09/10/24	[redacted]	0.40	$210.00
09/10/24		0.20	$105.00
	Total Hours and Fees	**8.60**	$ **3,800.00**
	Current Invoice Due		**$3,800.00**
	Other Outstanding Invoices		$38,167.50
	Total Balance Due		**$41,967.50**

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P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: October 09, 2024
Invoice Number: 3610693

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through September 30, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	3,800.00
Total Current Invoice	**$3,800.00**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: October 09, 2024
Invoice Number: 3610693

Sent by Email to:
e.dorsey@wallercounty.us

08/04/23	3382670	$975.00
09/25/23	3407202	$3,900.00
10/12/23	3416985	$300.00
11/08/23	3430311	$5,962.50
12/08/23	3446945	$112.50
03/11/24	3491686	$262.50
04/14/24	3510566	$6,667.50
05/10/24	3526299	$3,712.50
06/14/24	3544459	$7,717.50
07/12/24	3559477	$6,037.50
08/08/24	3574060	$472.50
09/17/24	3596496	$2,047.50
Prior Balance Due		$38,167.50
Current Invoice		
10/09/24	3610693	$3,800.00
Total Balance Due		$41,967.50

PAYMENT COPY

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: October 09, 2024
Invoice Number: 3610694

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through September 30, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	808.00
Amount Due	**$808.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: October 09, 2024
Invoice Number: 3610694

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through September 30, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Date	Professional Services	Hours	Amount
09/17/24	[redacted]	0.90	$517.50
09/17/24		0.40	$118.00
09/20/24		0.30	$172.50
	Total Hours and Fees	**1.60**	$ **808.00**

CONFIDENTIAL INFORMATION
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Client: Waller County, Texas
Matter: Mobility Bond Program
Page 3

Our Reference No.: 0553103-0000004
Invoice Number: 3610694

Current Invoice Due	**$808.00**
Other Outstanding Invoices	$22,597.50
Total Balance Due	**$23,405.50**

CONFIDENTIAL INFORMATION
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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: October 09, 2024
Invoice Number: 3610694

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through September 30, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	808.00
Total Current Invoice	**$808.00**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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Waller County, Texas
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Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: October 09, 2024
Invoice Number: 3610694

Sent by Email to:
e.dorsey@wallercounty.us

06/14/24	3544460	$4,715.00
07/12/24	3559482	$3,277.50
08/08/24	3574061	$2,990.00
09/17/24	3596497	$11,615.00
Prior Balance Due		$22,597.50
Current Invoice		
10/09/24	3610694	$808.00
Total Balance Due		$23,405.50

RETAINER

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: December 18, 2024
Invoice Number: 3652962

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through November 30, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	157.50
Amount Due	**$157.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: December 18, 2024
Invoice Number: 3652962

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through November 30, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Date	Professional Services	Hours	Amount
11/26/24	[redacted]	0.30	$157.50
	Total Hours and Fees	**0.30**	**$ 157.50**
	Current Invoice Due		**$157.50**
	Other Outstanding Invoices		$5,847.50
	Total Balance Due		**$6,005.00**

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HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

Husch Blackwell values your feedback in the delivery of our legal services. Please use the link below to provide us with feedback on the matter related to this invoice.
https://www.surveymonkey.com/r/53HQV8H

Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: December 18, 2024
Invoice Number: 3652962

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through November 30, 2024

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	157.50
Total Current Invoice	**$157.50**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance
09/17/24	3596496	$2,047.50
10/09/24	3610693	$3,800.00
Prior Balance Due		$5,847.50

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

If you have questions or need help, call 314-480-1500 or email us at ARInfo@huschblackwell.com

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT

Invoice Date: December 18, 2024
Invoice Number: 3652962

Sent by Email to:
e.dorsey@wallercounty.us

PENDING FINAL

Current Invoice		
12/18/24	3652962	$157.50
Total Balance Due		$6,005.00

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: December 18, 2024
Invoice Number: 3652963

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through November 30, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	977.50
Amount Due	**$977.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: December 18, 2024
Invoice Number: 3652963

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through November 30, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Date	Professional Services	Hours	Amount
11/07/24	[redacted]	1.00	$575.00
11/12/24		0.20	$115.00
11/14/24		0.50	$287.50
	Total Hours and Fees	**1.70**	$ **977.50**
	Current Invoice Due		**$977.50**

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Other Outstanding Invoices	$12,423.00
Total Balance Due	**$13,400.50**

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P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: December 18, 2024
Invoice Number: 3652963

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through November 30, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	977.50
Total Current Invoice	**$977.50**

Other Invoices Outstanding

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Date	Invoice	Balance
09/17/24	3596497	$11,615.00
10/09/24	3610694	$808.00
Prior Balance Due		$12,423.00

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

If you have questions or need help, call 314-480-1500 or email us at ARInfo@huschblackwell.com

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT

Invoice Date: December 18, 2024
Invoice Number: 3652963

Sent by Email to:
e.dorsey@wallercounty.us

PENDING

Current Invoice		
12/18/24	3652963	$977.50
Total Balance Due		$13,400.50

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

If you have questions or need help, call 314-480-1500 or email us at ARInfo@huschblackwell.com

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: January 16, 2025
Invoice Number: 3667262

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through December 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	2,472.50
Amount Due	**$2,472.50**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: January 16, 2025
Invoice Number: 3667262

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through December 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Date	Professional Services	Hours	Amount
12/10/24	[redacted]	3.70	$2,127.50
12/18/24		0.60	$345.00
	Total Hours and Fees	**4.30**	**$ 2,472.50**
	Current Invoice Due		**$2,472.50**
	Other Outstanding Invoices		$13,400.50

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Mobility Bond Program
Page 3

Our Reference No.: 0553103-0000004
Invoice Number: 3667262

Total Balance Due	**$15,873.00**

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: January 16, 2025
Invoice Number: 3667262

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through December 31, 2024

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	2,472.50
Total Current Invoice	**$2,472.50**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: January 16, 2025
Invoice Number: 3667262

Sent by Email to:
e.dorsey@wallercounty.us

09/17/24	3596497	$11,615.00
10/09/24	3610694	$808.00
12/18/24	3652963	$977.50
Prior Balance Due		$13,400.50
Current Invoice		
01/16/25	3667262	$2,472.50
Total Balance Due		$15,873.00

RENTAL

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: February 12, 2025
Invoice Number: 3679501

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through January 31, 2025

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	2,625.00
Amount Due	**$2,625.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

Husch Blackwell values your feedback in the delivery of our legal services. Please use the link below to provide us with feedback on the matter related to this invoice.
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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: February 12, 2025
Invoice Number: 3679501

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through January 31, 2025

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Date	Professional Services	Hours	Amount
01/08/25	[redacted]	0.60	$315.00
01/17/25		1.20	$630.00
01/24/25		1.40	$735.00

CONFIDENTIAL INFORMATION
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Client: Waller County, Texas
Matter: Woods Road Project
Page 3

Our Reference No.: 0553103-0000001
Invoice Number: 3679501

Date	Professional Services	Hours	Amount
01/27/25	[redacted]	1.80	$945.00
	Total Hours and Fees	**5.00**	$ **2,625.00**
	Current Invoice Due		**$2,625.00**
	Other Outstanding Invoices		$6,005.00
	Total Balance Due		**$8,630.00**

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: February 12, 2025
Invoice Number: 3679501

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through January 31, 2025

Currency: USD

Our Reference No. 0553103-0000001
Woods Road Project

Total Professional Services	2,625.00
Total Current Invoice	**$2,625.00**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: February 12, 2025
Invoice Number: 3679501

Sent by Email to:
e.dorsey@wallercounty.us

09/17/24	3596496	$2,047.50
10/09/24	3610693	$3,800.00
12/18/24	3652962	$157.50
Prior Balance Due		$6,005.00
Current Invoice		
02/12/25	3679501	$2,625.00
Total Balance Due		$8,630.00

RETAINER

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

Invoice Date: February 12, 2025
Invoice Number: 3679502

Sent by Email to:
e.dorsey@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through January 31, 2025

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	1,955.00
Amount Due	**$1,955.00**

HUSCH BLACKWELL

P.O. BOX 790379, SAINT LOUIS, MISSOURI 63179, (314) 480-1500, Federal ID No. 26-1688286

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: February 12, 2025
Invoice Number: 3679502

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through January 31, 2025

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Date	Professional Services	Hours	Amount
01/14/25	[redacted]	1.90	$1,092.50
01/21/25		1.00	$575.00
01/25/25		0.50	$287.50
	Total Hours and Fees	**3.40**	$ **1,955.00**
	Current Invoice Due		**$1,955.00**

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Client: Waller County, Texas
Matter: Mobility Bond Program
Page 3

Our Reference No.: 0553103-0000004
Invoice Number: 3679502

Other Outstanding Invoices	$15,873.00
Total Balance Due	**$17,828.00**

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: February 12, 2025
Invoice Number: 3679502

Sent by Email to:
e.dorsey@wallercounty.us

For Professional Services Rendered and Costs Advanced Through January 31, 2025

Currency: USD

Our Reference No. 0553103-0000004
Mobility Bond Program

Total Professional Services	1,955.00
Total Current Invoice	**$1,955.00**

Other Invoices Outstanding

Our records indicate that the following invoices are outstanding. For your convenience, a list of these outstanding invoice is below. If payment has been remitted, please disregard. If not, we would appreciate your payment as soon as possible. Should you need a copy of the invoice(s) faxed or e-mailed, please call (314) 480-1500 or email ARInfo@HuschBlackwell.com

Date	Invoice	Balance

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Waller County, Texas
645 12th Street
Hempstead, TX 77445

PAYMENT DUE UPON RECEIPT
Invoice Date: February 12, 2025
Invoice Number: 3679502

Sent by Email to:
e.dorsey@wallercounty.us

09/17/24	3596497	$11,615.00
10/09/24	3610694	$808.00
12/18/24	3652963	$977.50
01/16/25	3667262	$2,472.50
Prior Balance Due		$15,873.00
Current Invoice		
02/12/25	3679502	$1,955.00
Total Balance Due		$17,828.00

RENITANCE

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

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https://www.surveymonkey.com/r/53HQV8H

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 46,800 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $3,565,224 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/28/25
Date

EXHIBIT A

Premises – the approximately 2.627 acre parcel of land in Waller County, Texas that is identified as Reserve 1 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2694 Twinwood Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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)

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 35" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 852.26 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 14° 59' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

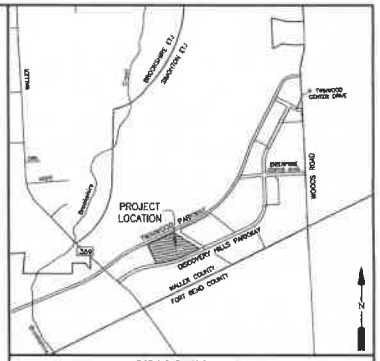
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.627	114,442	RESTRICTED TO COMMERCIAL
2	2.648	115,365	RESTRICTED TO COMMERCIAL
3	3.236	141,001	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.806	126,584	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,954	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,950.00'	14°58'47"	510.39'	S 72°45'17" W	508.93'
C2	100.00'	14°37'42"	25.53'	S 32°03'56" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 30°30'18" W	30.85'

NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.999977178.
2. BENCHMARK: NGS HGCSD 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 66 1988. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 825 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 35 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 136.80 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: BRP1=CP_OR: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY. ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
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 OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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 8 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 16.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K

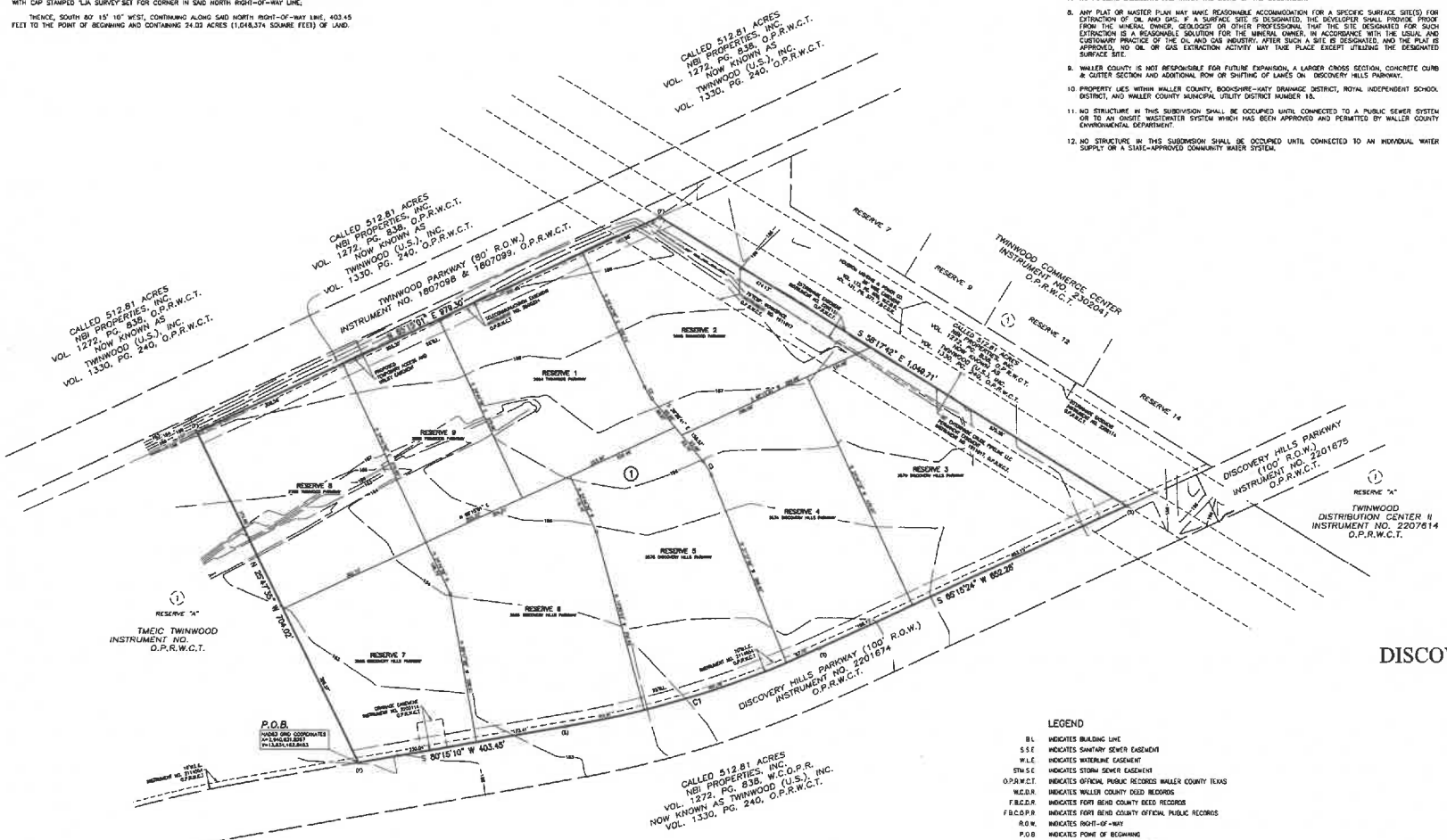

CALLED 512.81 ACRES NBI PROPERTIES, INC. VOL. 1272, PG. 838, W.C.O.P.R. NOW KNOWN AS TWINWOOD (U.S.), INC. VOL. 1330, PG. 240, O.P.R.W.C.T.
TWINWOOD PARKWAY (80' R.O.W.) INSTRUMENT NO. 1807098 & 1807099, O.P.R.W.C.T.
N 65°15'01" E 979.30'
S 58°17'42" E 1,049.71'
S 25°47'35" W 704.02'
S 65°15'24" W 852.26'
S 80°15'10" W 403.45'
RESERVE 1
RESERVE 2
RESERVE 3
RESERVE 4
RESERVE 5
RESERVE 6
RESERVE 7
RESERVE 8
RESERVE 9
RESERVE 12
RESERVE 14
RESERVE "A"
TWINWOOD COMMERCE CENTER INSTRUMENT NO. 2302041 O.P.R.W.C.T.
DISCOVERY HILLS PARKWAY (100' R.O.W.) INSTRUMENT NO. 2201675 O.P.R.W.C.T.
DISCOVERY HILLS PARKWAY (100' R.O.W.) INSTRUMENT NO. 2201674 O.P.R.W.C.T.
TWINWOOD DISTRIBUTION CENTER II INSTRUMENT NO. 2207614 O.P.R.W.C.T.
TMEIC TWINWOOD INSTRUMENT NO. O.P.R.W.C.T.
P.O.B.
HARRIS COUNTY FLOOD CONTROL DISTRICT
FORT BEND COUNTY DRAINAGE DISTRICT
CENTERPOINT ENERGY
ENTERPRISE PRODUCTS
ENTERPRISE CRUDE PIPELINE LLC
ENTERPRISE TEXAS PIPELINE LLC
ENTERPRISE PRODUCTS OPERATING LLC
ENTERPRISE TEXAS PIPELINE LLC
ENTERPRISE CRUDE

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2694 Twinwood Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 1 – 46,800SF commercial building	2694 Twinwood Pkwy, Brookshire, Texas 77423	
Total Square Footage: 46,800SF		$3,565,224
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$3,565,224

Address: Reserve 1, Bldg. 1 – 46,800SF – 2694 Twinwood Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

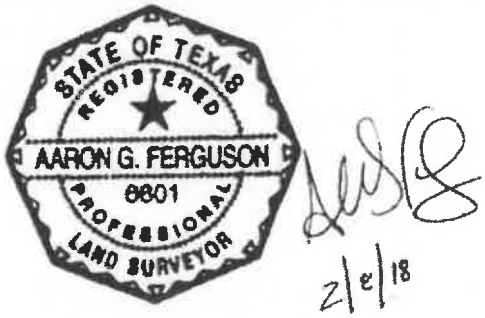
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

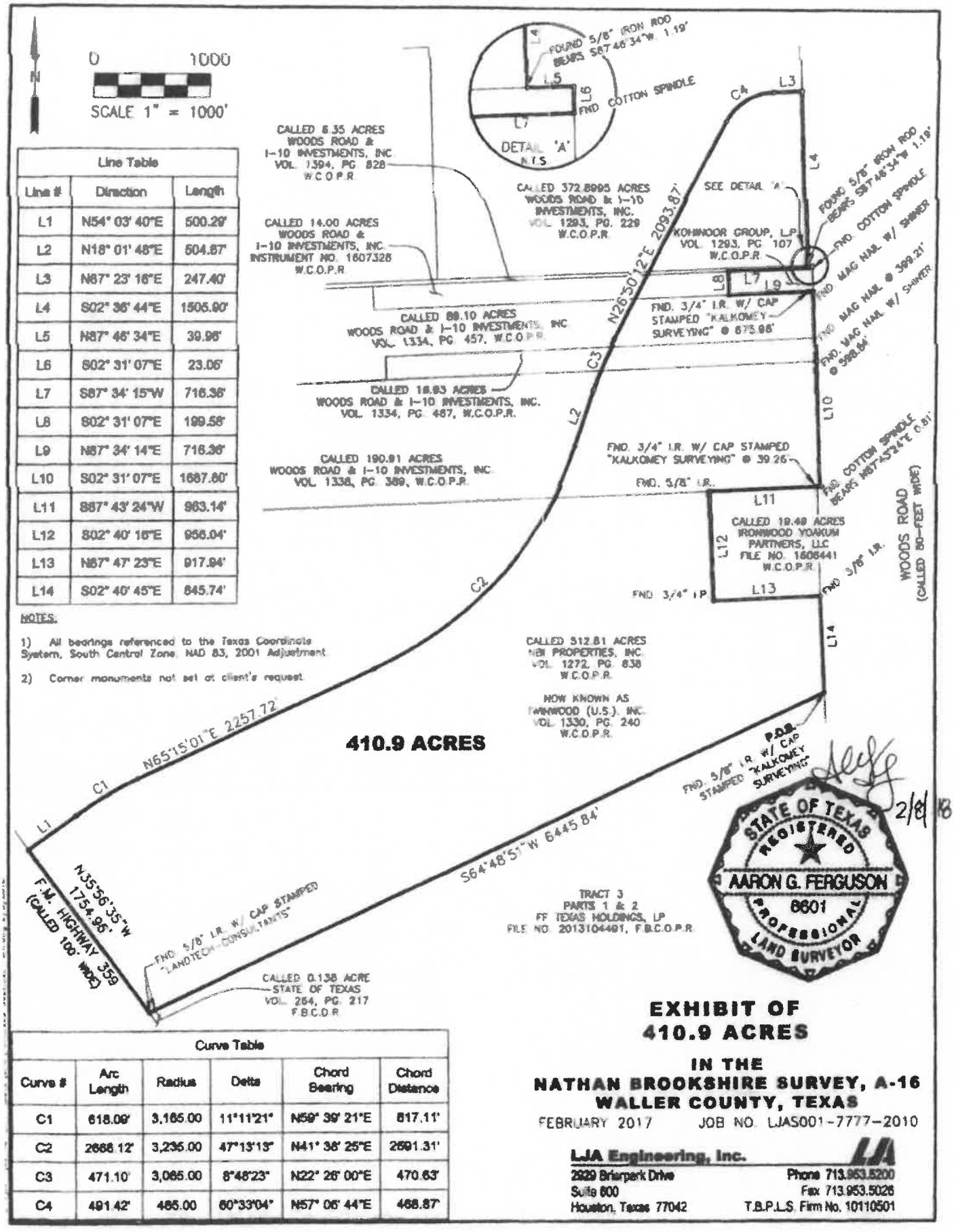
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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





Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.87'
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	23.06'
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	1687.60'
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	2668.12'	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'

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

2/8/18

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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 54,080 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $4,119,814 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/29/25
Date

EXHIBIT A

Premises – the approximately 2.816 acre parcel of land in Waller County, Texas that is identified as Reserve 4 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2574 Discovery Hills Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R.; SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 25" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 652.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.38 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,850.00 FEET, A CENTRAL ANGLE OF 14° 56' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

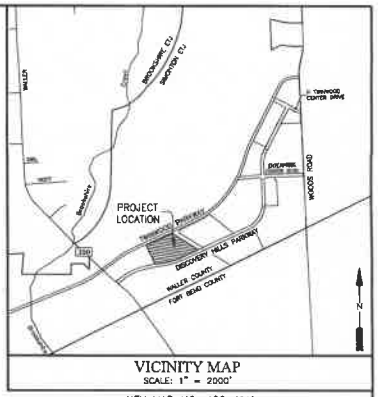
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.627	114,442	RESTRICTED TO COMMERCIAL
2	2.648	115,365	RESTRICTED TO COMMERCIAL
3	3.238	141,081	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.906	126,584	RESTRICTED TO COMMERCIAL
6	3.121	135,956	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,850.00'	14°56'47"	510.38'	S 72°45'17" W	508.93'
C2	100.00'	14°27'49"	25.53'	S 33°03'50" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 26°36'19" E	30.85'

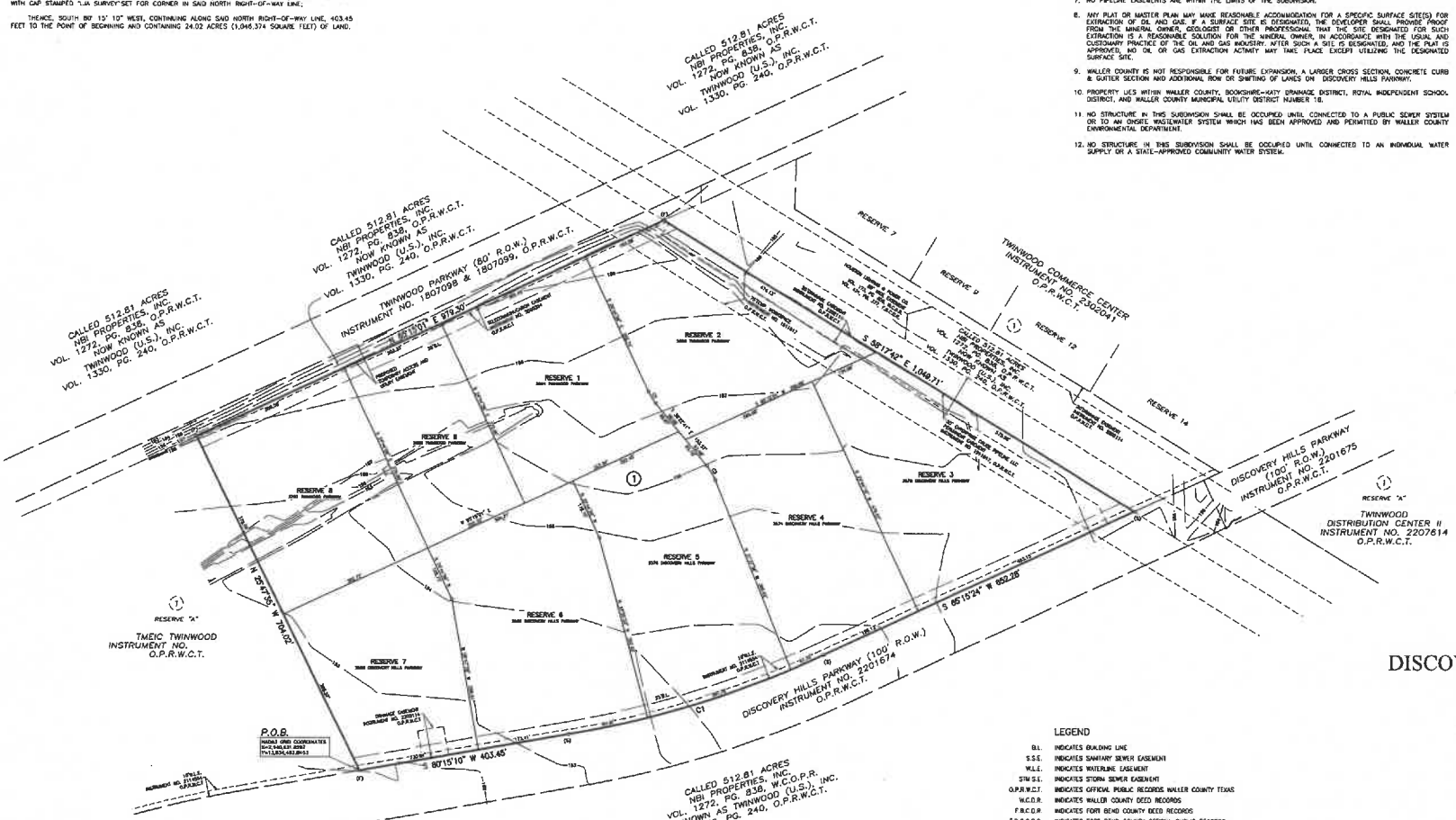
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.999871718.
2. BENCHMARK: NGS HGCSO 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSO 66 1986. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 625 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 138.60 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: RRP1=CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY. ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO 48473C0350G, 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.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANDS ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 18.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K





LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.O.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.O.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF
DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:
ProE CONSULTING
1334 BRITMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2588
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:
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
sferguson@ljasurvey.com

SHEET 2 OF 2

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2574 Discovery Hills Pkwy, Brookshire, Texas 77423.

Description		**Cost**
Number of Buildings: 1		
Bldg. 4 – 54,080SF commercial facility	2574 Discovery Hills Pkwy, Brookshire, Texas 77423	
Total Square Footage: 54,080SF		$4,119,814
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$4,119,814

Address: Reserve 4, Bldg. 4 – 54,080SF – 2574 Discovery Hills Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones, Commissioner of Precinct No 3, and seconded by Justin Beckendorff, Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

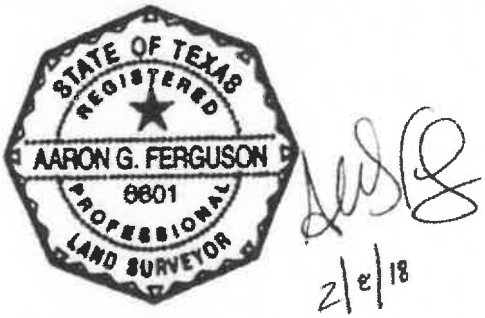
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

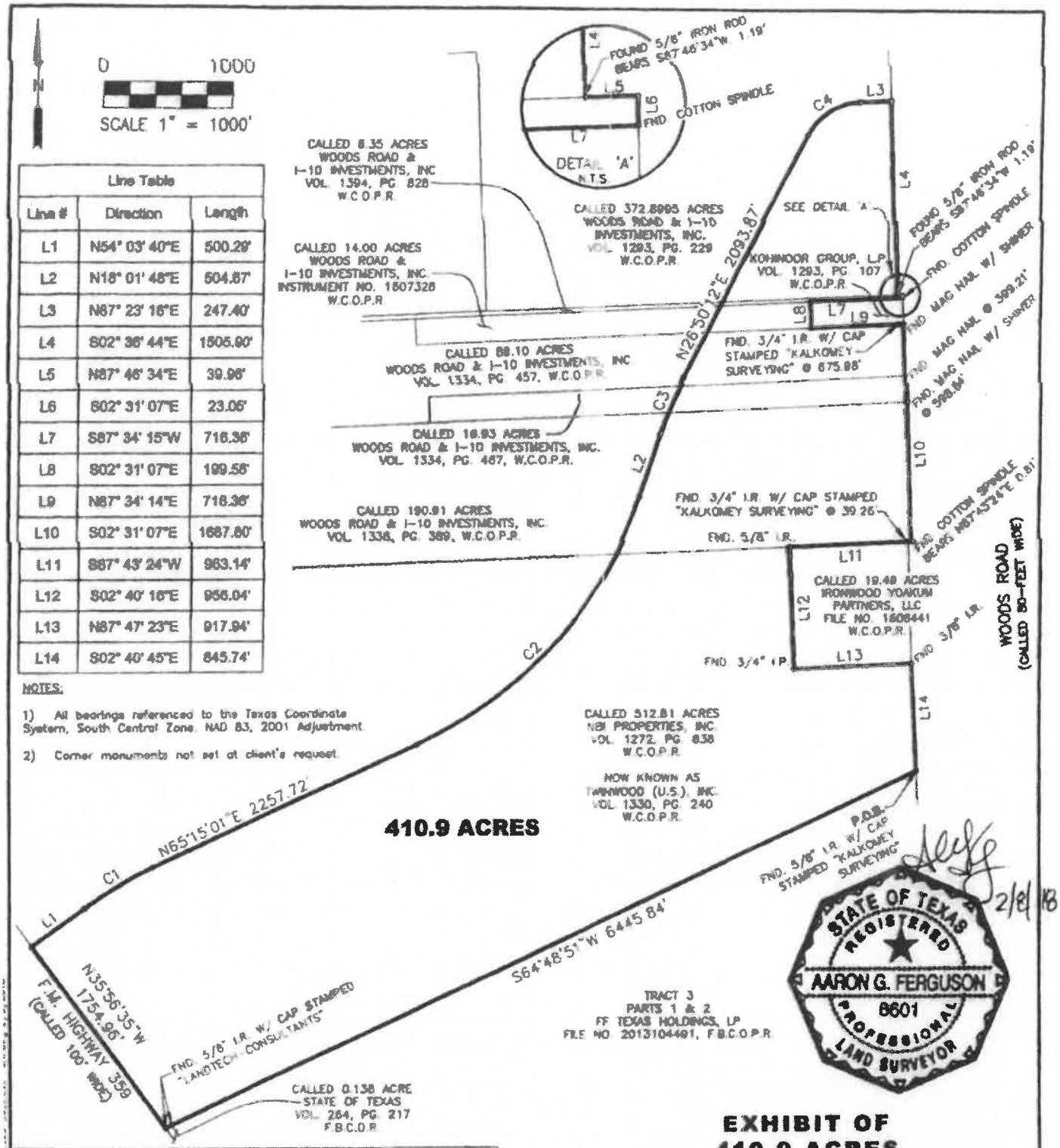
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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.





Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	604.87'
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	23.06'
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	1687.60'
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	2668.12'	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'	485.00	60°33'04"	N57° 06' 44"E	468.87'

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

2/6/18

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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Buildings (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 54,600 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $4,157,354 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/29/25
Date

EXHIBIT A

Premises – the approximately 3.121 acre parcel of land in Waller County, Texas that is identified as Reserve 6 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2582 Discovery Hills Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS; MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 35" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 852.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,850.00 FEET, A CENTRAL ANGLE OF 14° 56' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

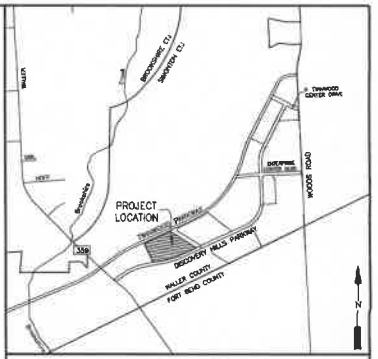
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.627	114,442	RESTRICTED TO COMMERCIAL
2	2.646	115,265	RESTRICTED TO COMMERCIAL
3	3.238	141,081	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.908	126,664	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,850.00'	14°56'47"	510.39'	S 72°45'17" W	508.93'
C2	100.00'	14°37'43"	25.53'	S 33°03'50" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 26°30'18" W	30.85'

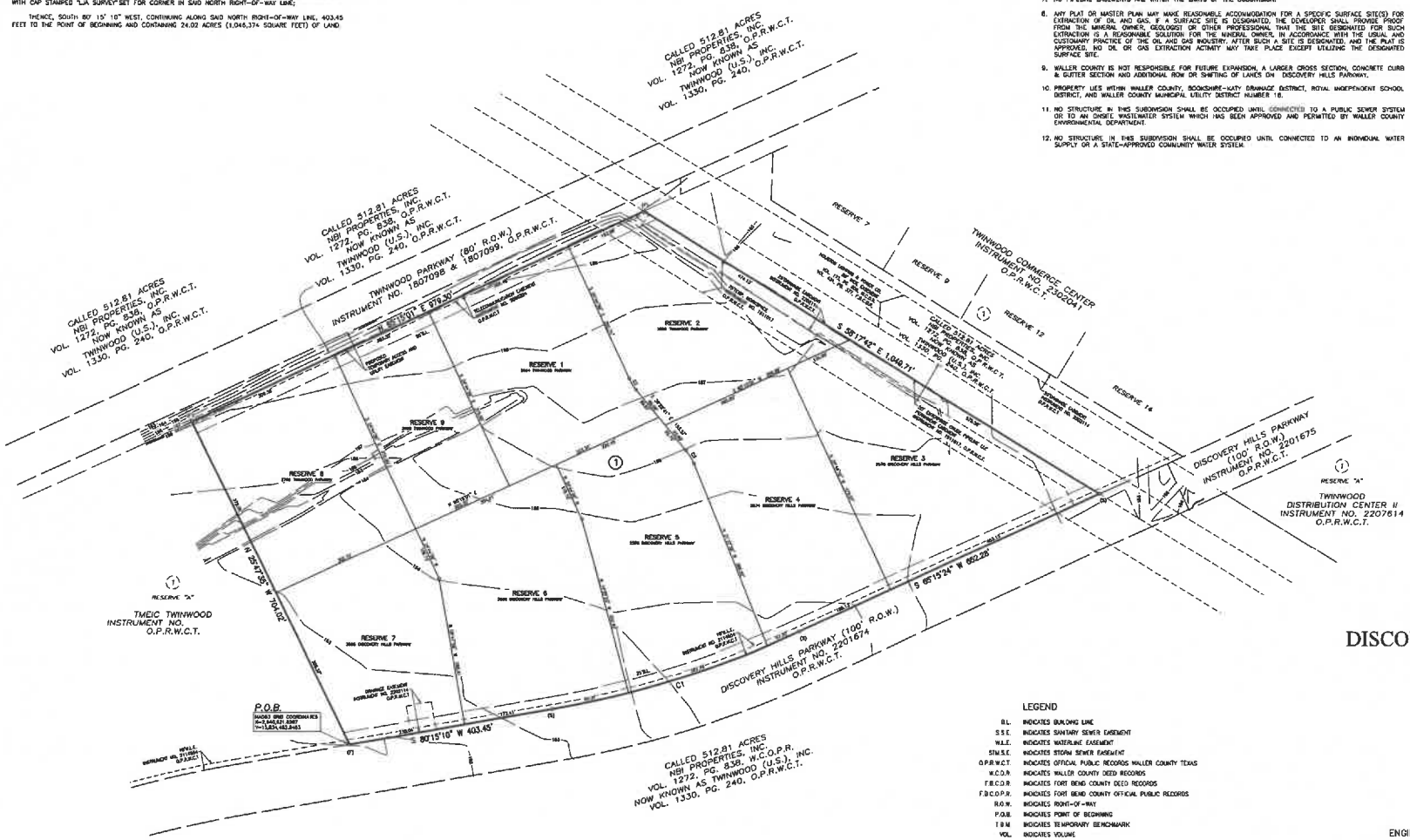
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.99987717.
2. BENCHMARK: NGS HGCSD 68: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 68 1988. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 825 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 138.60 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: RRP1-CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359, THE POINT IS LOCATED +/- 60 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY. ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0350L, 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.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 18.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K



N

100 50 0 100

SCALE: 1" = 100'

LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:

ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2568
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:

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
aferguson@ljasurvey.com

SHEET 2 OF 2

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2582 Discovery Hills Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 6 – 54,600SF commercial facility	2582 Discovery Hills Pkwy, Brookshire, Texas 77423	
Total Square Footage: 54,600SF		$4,157,354
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$4,157,354

Address: Reserve 6, Bldg. 6 – 54,600SF – 2582 Discovery Hills Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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

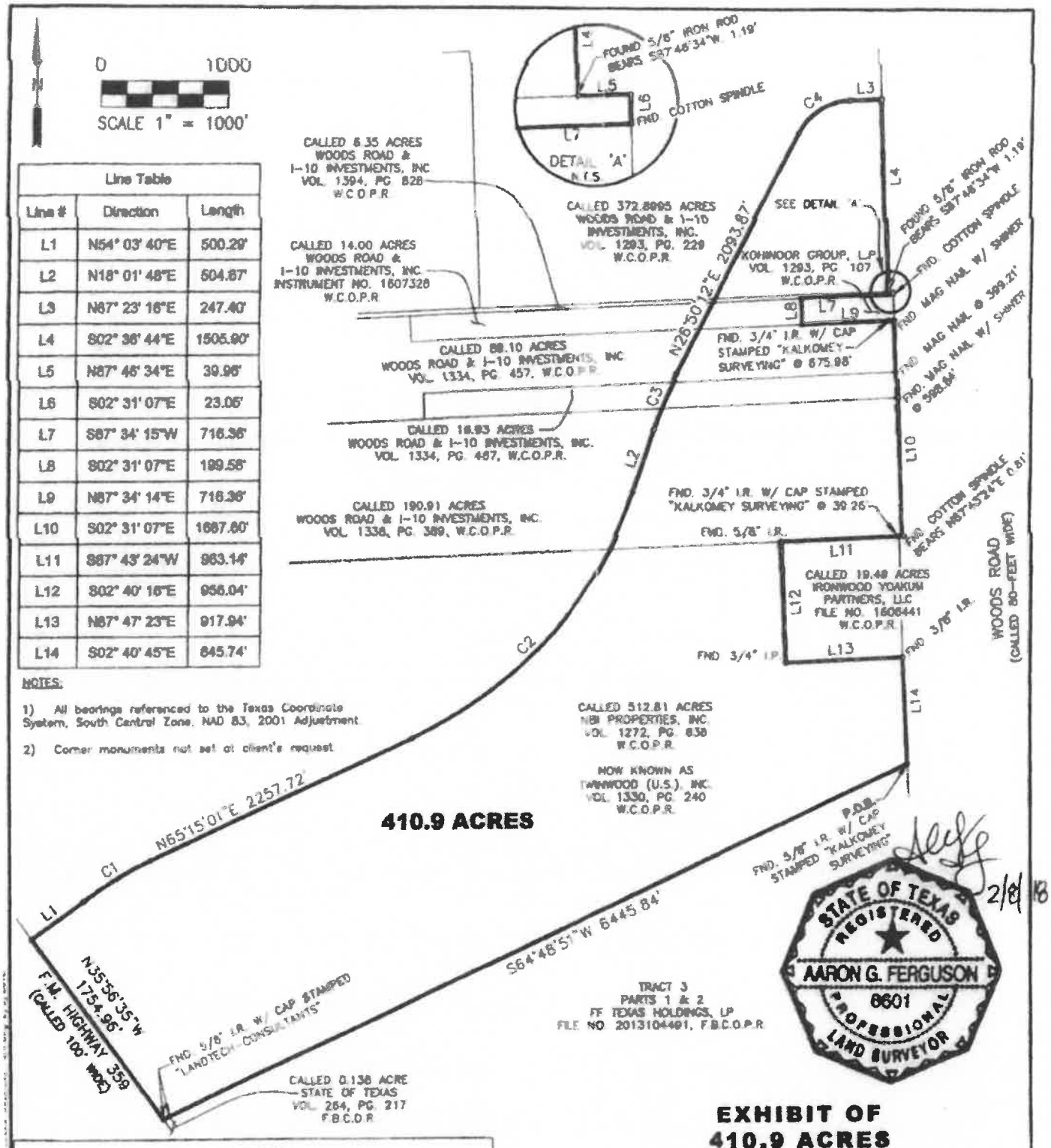
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way 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.



2/8/18



Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.87'
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	1687.60'
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'	485.00	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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period , this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 31,200 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $2,376,816 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/28/25
Date

EXHIBIT A

Premises – the approximately 2.646 acre parcel of land in Waller County, Texas that is identified as Reserve 2 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2690 Twinwood Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 35" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 652.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 14° 59' 47", AND A CHORD WHICH BEARS SOUTH 72° 43' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

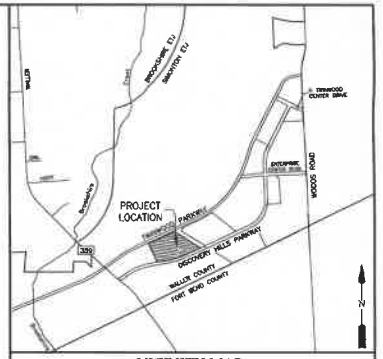
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.627	114,442	RESTRICTED TO COMMERCIAL
2	2.648	115,365	RESTRICTED TO COMMERCIAL
3	3.238	141,081	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.906	126,584	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,880.00'	14°58'47"	510.39'	S 72°43'17" W	508.93'
C2	100.00'	14°37'43"	25.53'	S 33°05'58" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 30°30'18" W	30.85'

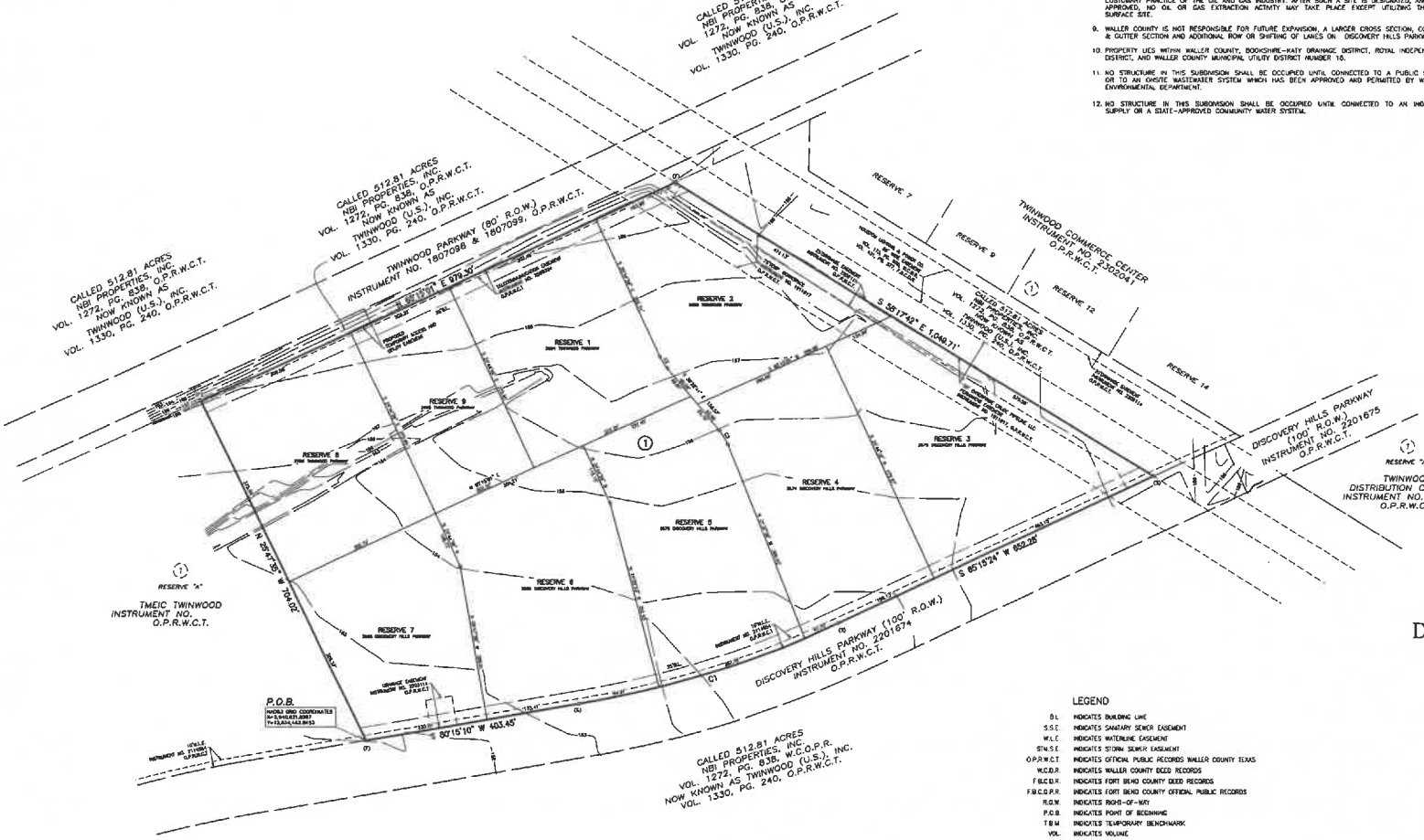
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.99987718.
2. BENCHMARK: NGS HGCSD 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 66 1998. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 625 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 136.80 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: TBM1-CP_DS: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 80 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY. ELEVATION = +147.40 FEET NAVD88 (2001) FBC LIDAR DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48473C0335E, EFFECTIVE DATE FEBRUARY 18, 2006, 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.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 10.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K



N

100 50 0 100

SCALE: 1" = 100'

LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS.

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:

ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2558
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:

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
sferguson@ljasurvey.com

SHEET 2 OF 2

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2690 Twinwood Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 2 – 31,200SF commercial building	2690 Twinwood Pkwy, Brookshire, Texas 77423	
Total Square Footage: 31,200SF		$2,376,816
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$2,376,816

Address: Reserve 2, Bldg. 2 – 31,200SF – 2690 Twinwood Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

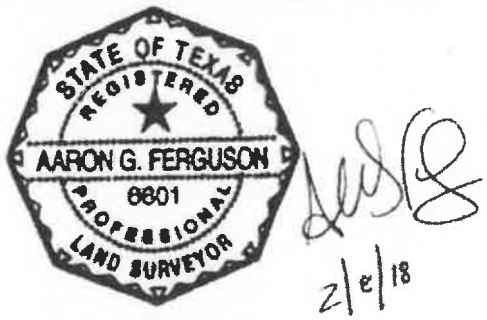
Twinwood Business Park

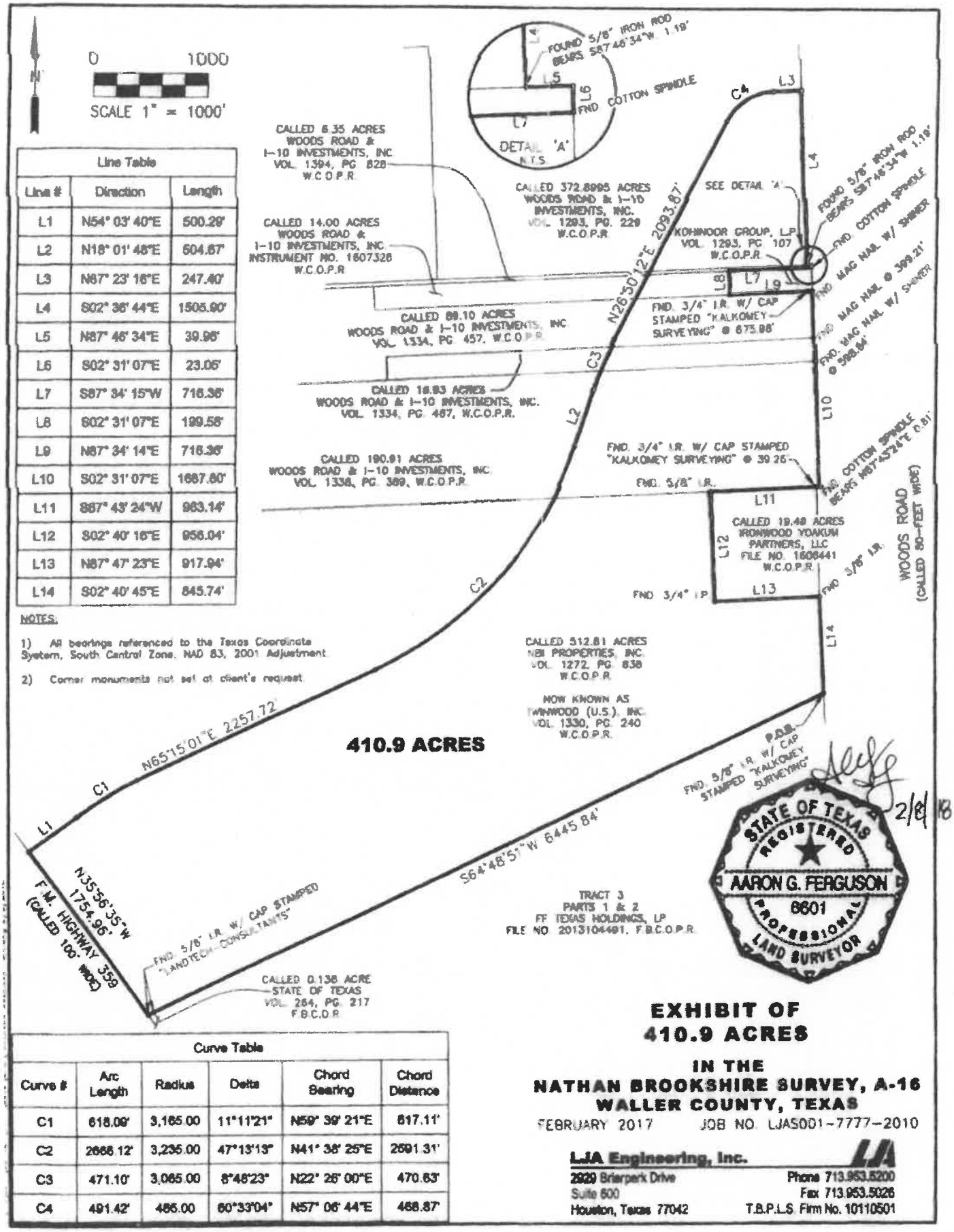
February 8, 2018
Job No. 7777-2010

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





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	23.06'
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	1687.60'
L11	S87° 43' 24"W	983.14'
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° 38' 25"E	2591.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	486.00	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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 45,800 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $3,565,224 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

Date 4/29/25

EXHIBIT A

Premises – the approximately 2.640 acre parcel of land in Waller County, Texas that is identified as Reserve 8 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2702 Twinwood Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 55" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 652.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 14° 59' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

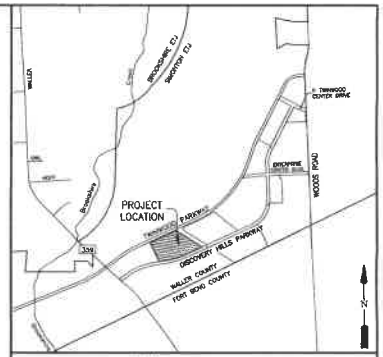
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.827	114,442	RESTRICTED TO COMMERCIAL
2	2.846	115,205	RESTRICTED TO COMMERCIAL
3	3.238	141,061	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.908	126,664	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,950.00'	14°59'47"	510.39'	S 72°45'17" W	508.93'
C2	100.00'	14°39'43"	25.53'	S 32°03'50" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 30°30'19" W	30.85'

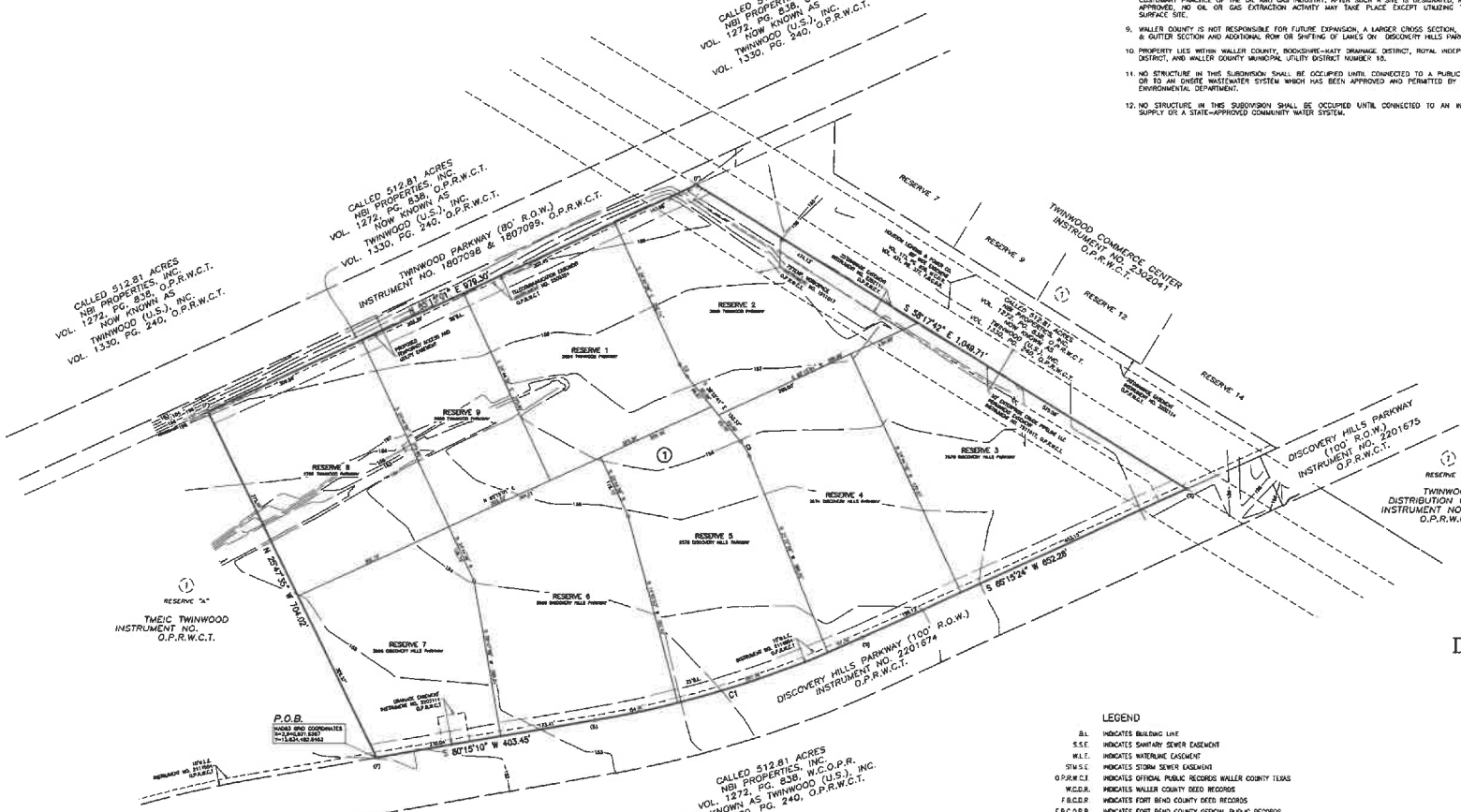
NOTES:

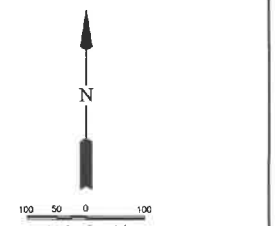
1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.9999677178.
2. BENCHMARK: NGS HGCSD 86: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 86 1986. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 825 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBIT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 138.60 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: RRP1-CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY. ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0335K, 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.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA LNG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS; LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 16.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K





LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B	INDICATES POINT OF BEGINNING
T.B.M	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF
DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:
ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2568
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:
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
aferguson@ljasurvey.com

SHEET 2 OF 2

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2702 Twinwood Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 8 – 45,800SF commercial facility	2702 Twinwood Pkwy, Brookshire, Texas 77423	
Total Square Footage: 45,800SF		$3,565,224
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$3,565,224

Address: Reserve 8, Bldg. 8 – 45,800SF – 2702 Twinwood Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

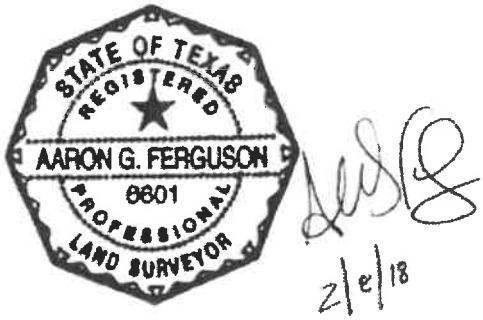
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

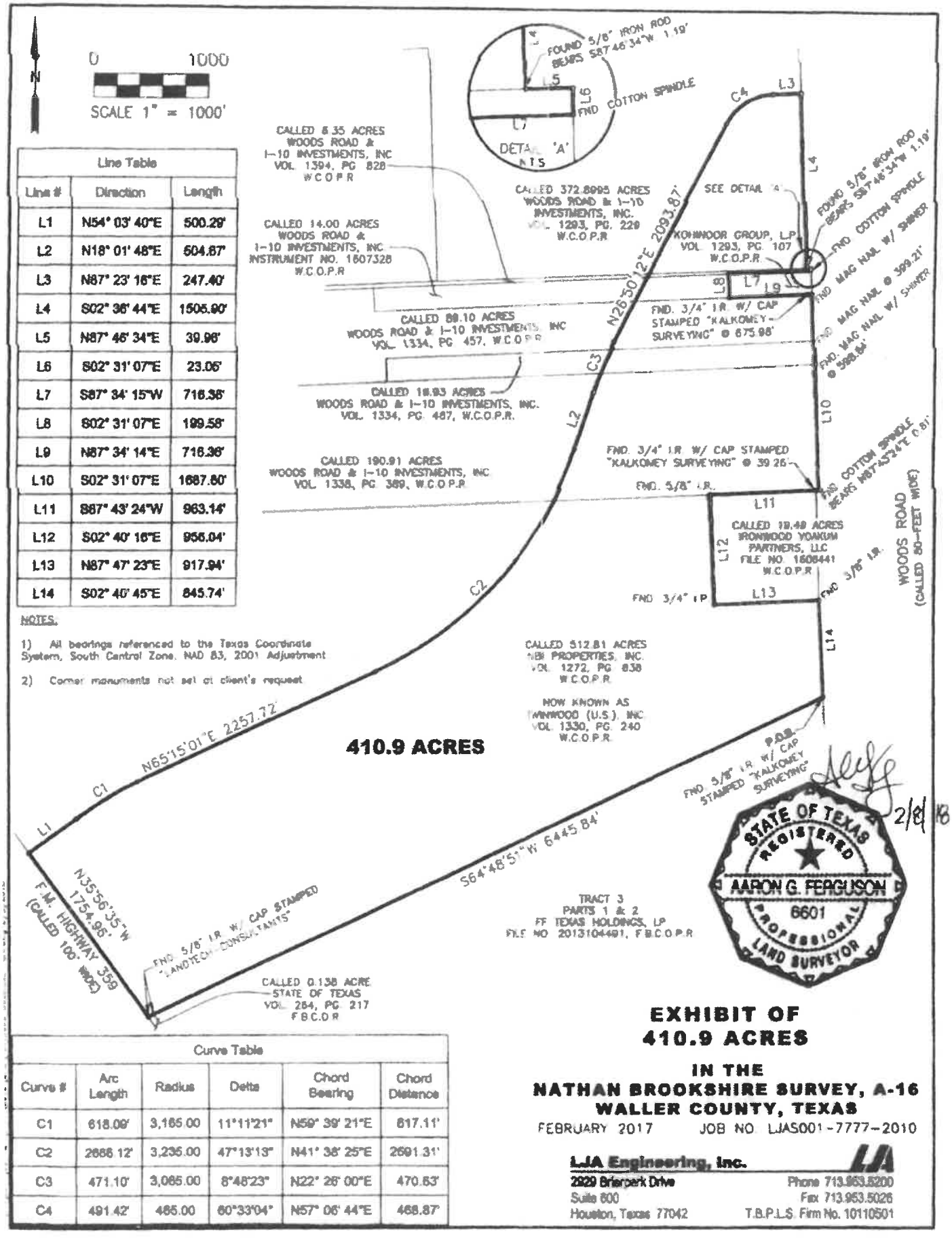
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way 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



2/8/18



Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.87'
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	23.06'
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° 38' 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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 28,080 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $2,139,134 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/29/25
Date

EXHIBIT A

Premises – the approximately 1.753 acre parcel of land in Waller County, Texas that is identified as Reserve 9 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2698 Twinwood Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 35" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 652.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 14° 59' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

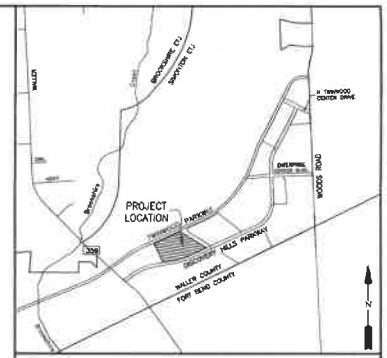
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.827	114,442	RESTRICTED TO COMMERCIAL
2	2.846	115,265	RESTRICTED TO COMMERCIAL
3	3.238	141,061	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.905	126,564	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,950.00'	14°59'47"	510.38'	S 72°45'17" W	508.93'
C2	100.00'	14°57'49"	25.53'	S 32°33'56" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 30°30'19" W	30.85'

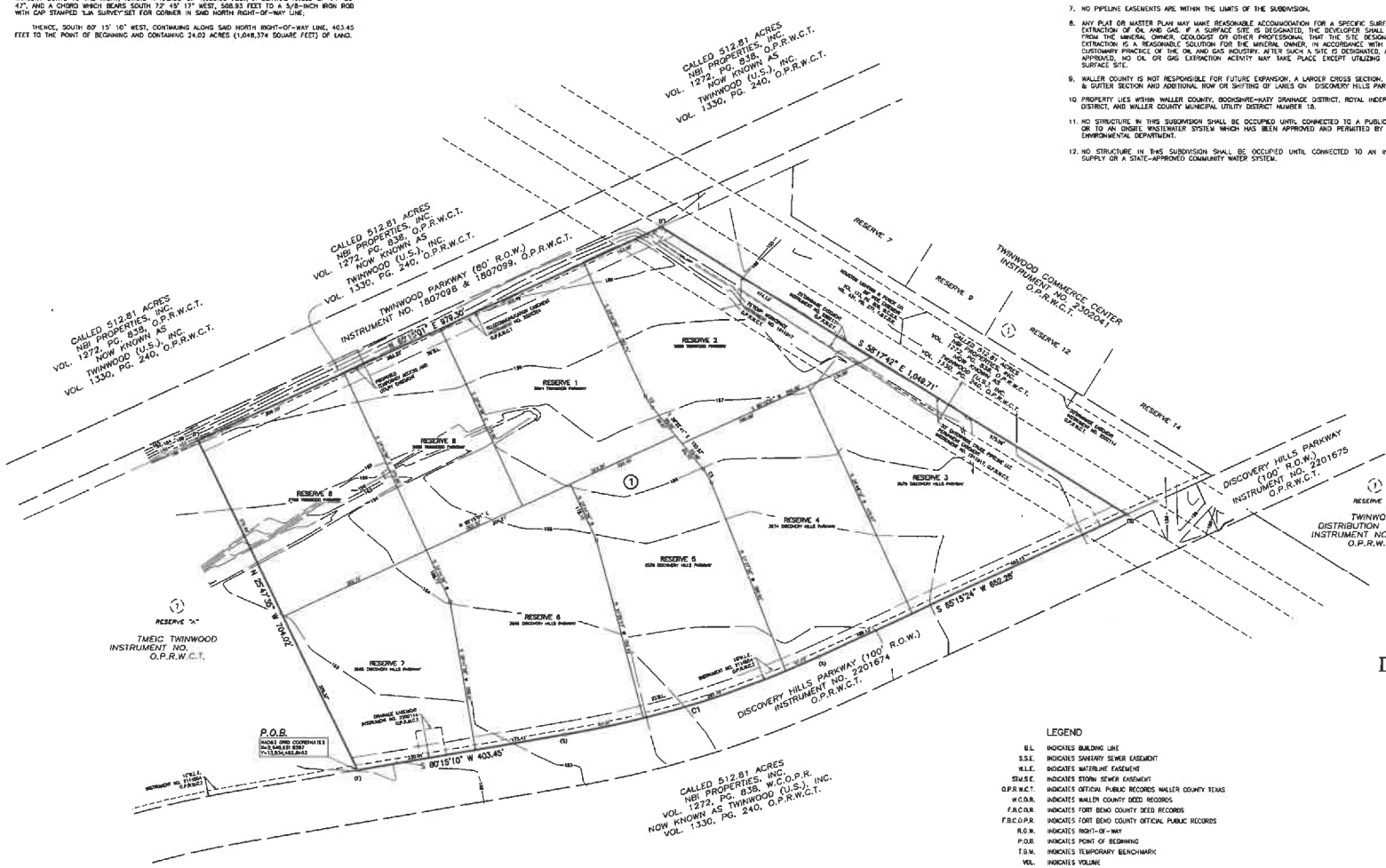
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.999877178.
2. BENCHMARK: NGS HGCSD 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 66 1988. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 625 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 136.60 FEET NAVD88 (2001) FBC LOAR DATUM
3. TEMPORARY BENCHMARK: RRP1-CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY. ELEVATION = 147.43 FEET NAVD88 (2001) FBC LOAR DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0350E, EFFECTIVE DATE FEBRUARY 18, 2006, 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.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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 8 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 18.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K





LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:
ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2568
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:
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
aferguson@ljasurvey.com

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2698 Twinwood Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 9 – 28,080SF commercial facility	2698 Twinwood Pkwy, Brookshire, Texas 77423	
Total Square Footage: 28,080SF		$2,139,134
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$2,139,134

Address: Reserve 9, Bldg. 9 – 28,080SF. 2698 Twinwood Pkwy., Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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

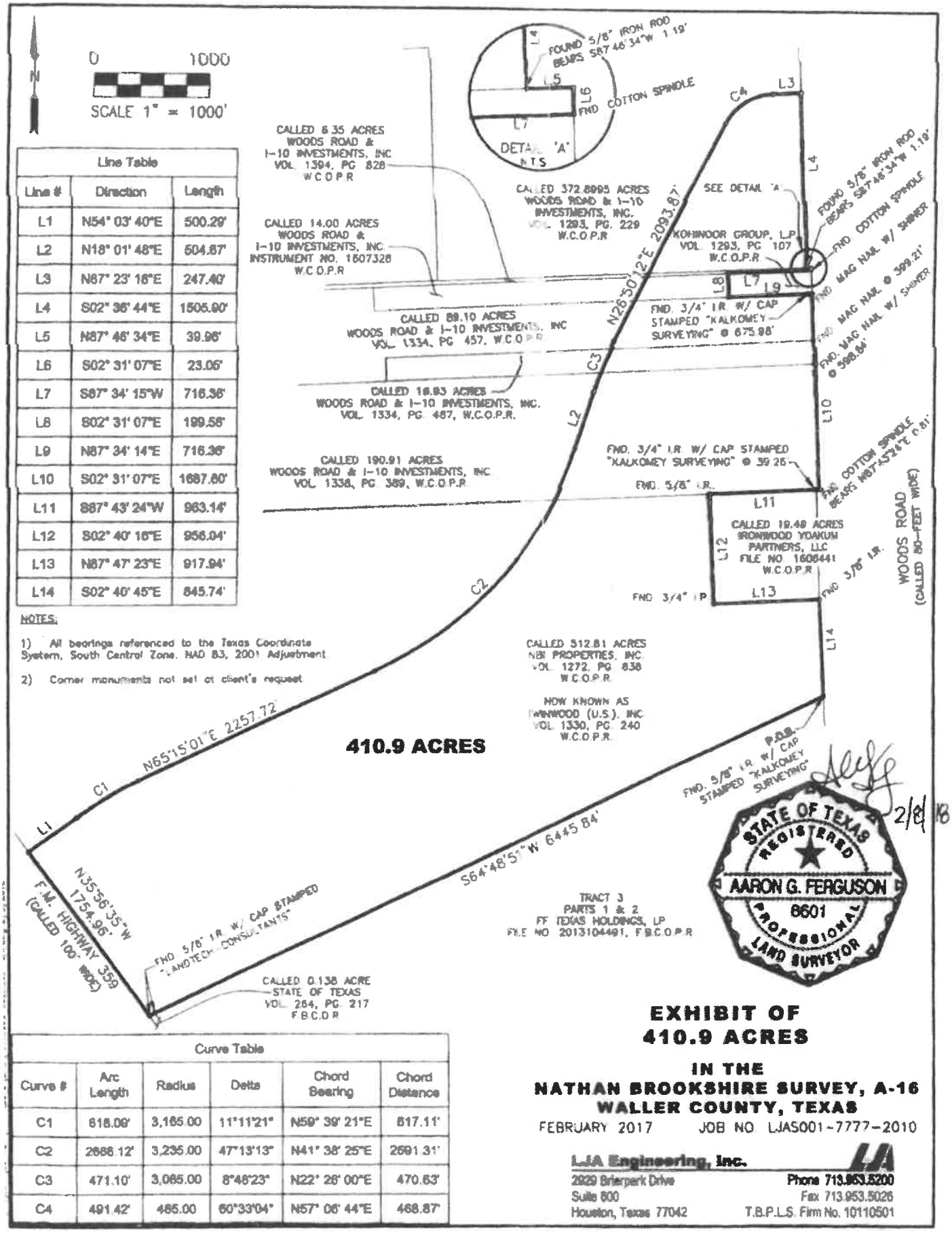
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way 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



2/8/18



Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.67'
L3	N87° 23' 18"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.06'
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	1687.60'
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° 38' 25"E	2591.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	485.00	60°33'04"	N57° 06' 44"E	468.87'

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

2/8/18

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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 40,560 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $3,089,861 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/29/25
Date

EXHIBIT A

Premises – the approximately 3.238 acre parcel of land in Waller County, Texas that is identified as Reserve 3 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2570 Discovery Hills Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 35" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 978.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,048.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 883.26 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,850.00 FEET, A CENTRAL ANGLE OF 14° 56' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

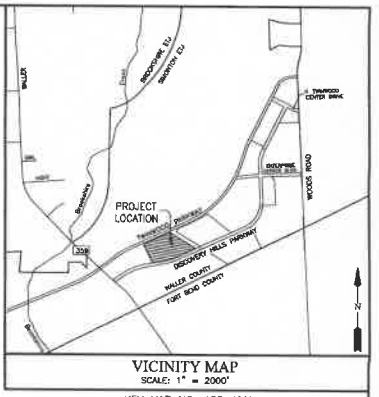
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.827	114,442	RESTRICTED TO COMMERCIAL
2	2.848	115,295	RESTRICTED TO COMMERCIAL
3	3.238	141,061	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.806	128,584	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,850.00'	14°56'47"	510.39'	S 72°45'17" W	508.93'
C2	100.00'	14°37'43"	25.53'	S 32°33'06" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 30°30'19" W	30.85'

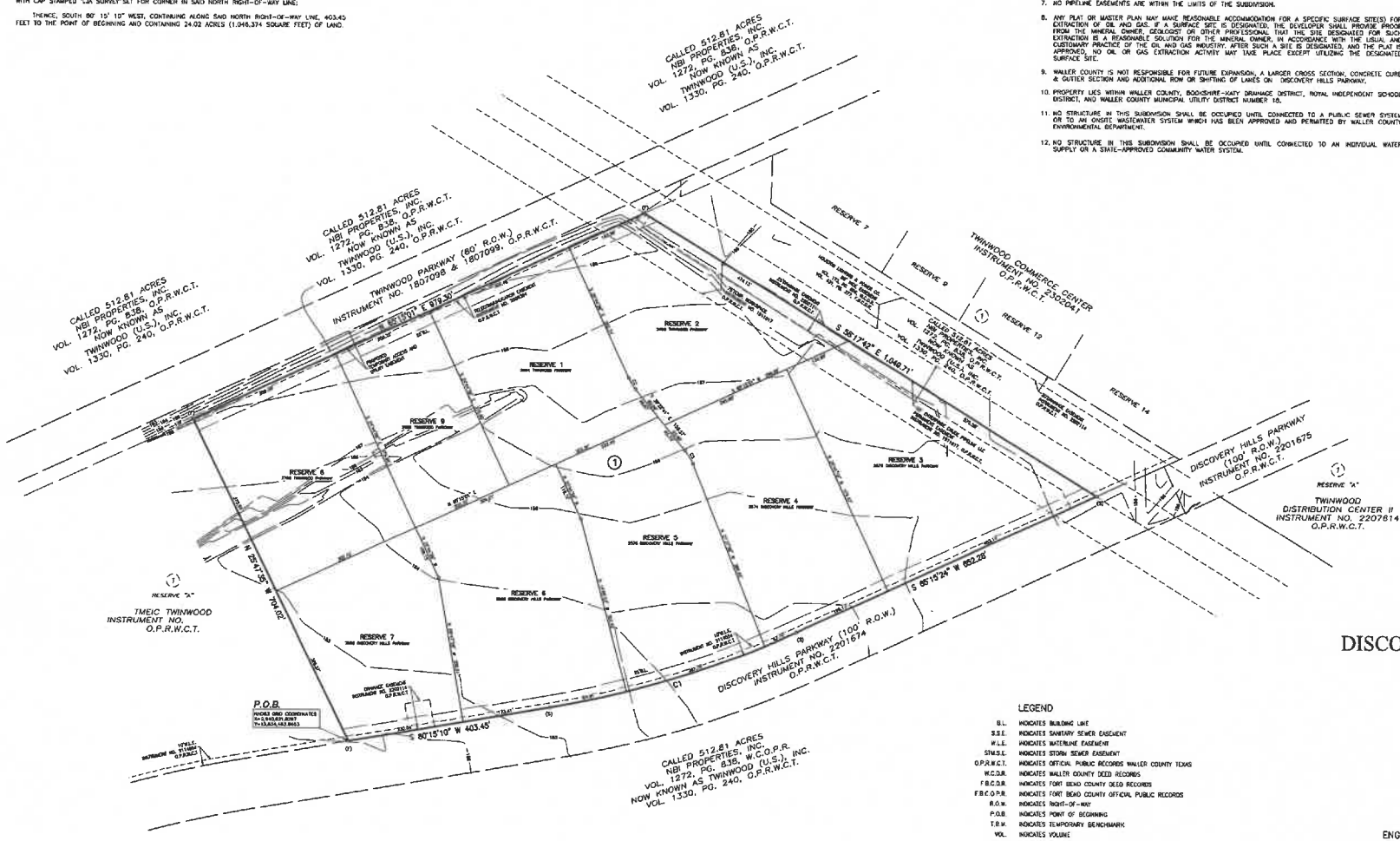
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.99987778.
2. BENCHMARK: NGS HGCSD 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 66 1986. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 625 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBIT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463.
ELEVATION = 136.60 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: RRP1-CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY.
ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0356D, 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.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 18.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K



N

100 50 0 100

SCALE: 1" = 100'

LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
S.W.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF
DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:

ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2568
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:

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
sferguson@ljasurvey.com

SHEET 2 OF 2

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2570 Discovery Hills Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 3 – 40,560SF commercial facility	2570 Discovery Hills Pkwy, Brookshire, Texas 77423	
Total Square Footage: 40,560SF		$3,089,861
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$3,089,861

Address: Reserve 3, Bldg. 3 – 40,560SF – 2570 Discovery Hills Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones, Commissioner of Precinct No 3, and seconded by Justin Beckendorff, Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

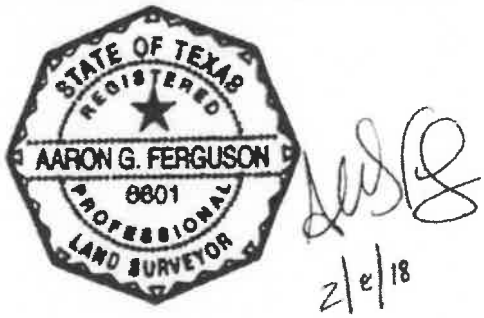
Twinwood Business Park

February 8, 2018
Job No. 7777-2010

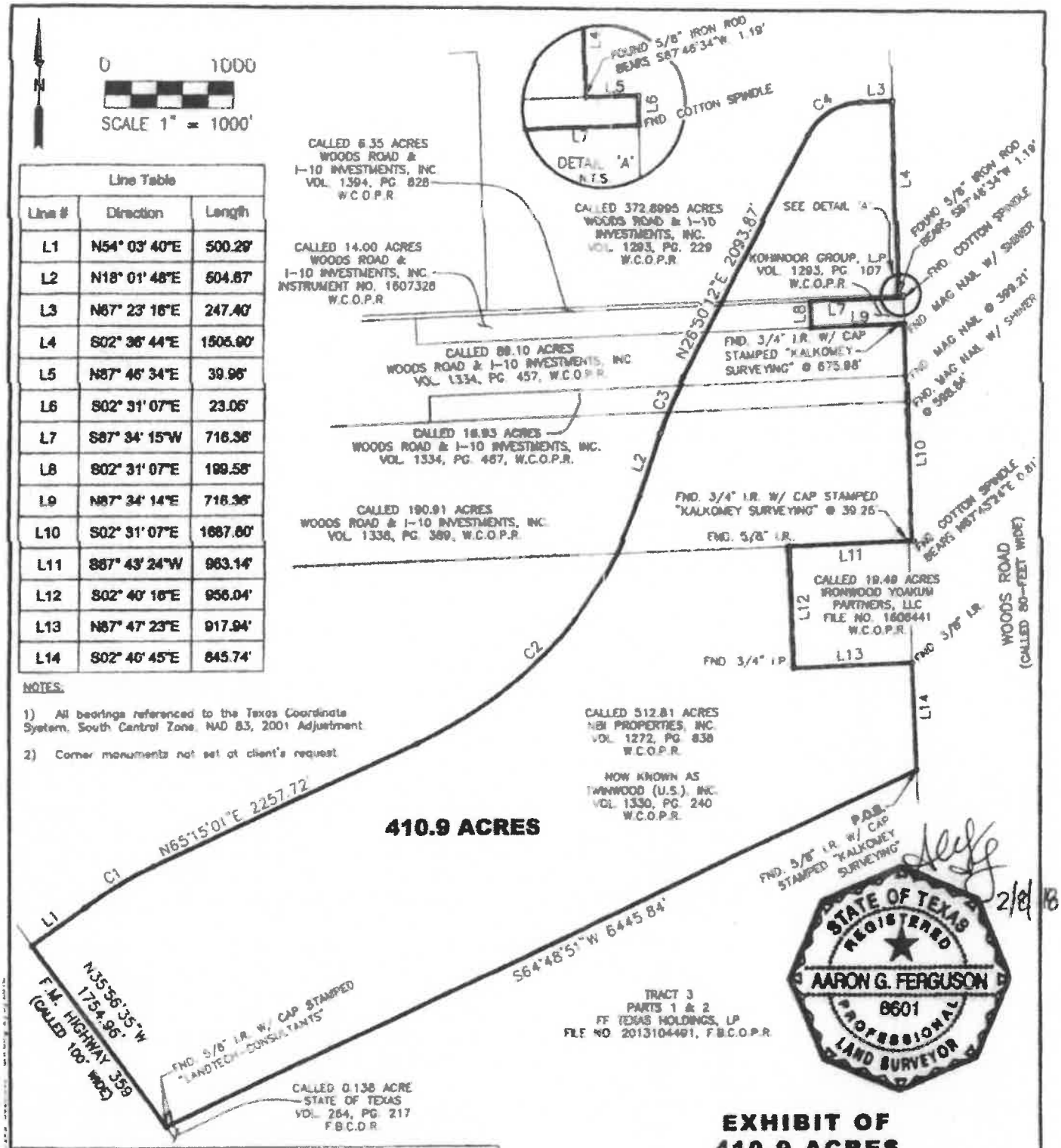
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way 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.



2/8/18



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	1506.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.06'
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	1687.60'
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'	466.00	60°33'04"	N57° 06' 44"E	468.87'

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

2/8/18

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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Building (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 54,080 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $4,119,814 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/28/25
Date

EXHIBIT A

Premises – the approximately 2.906 acre parcel of land in Waller County, Texas that is identified as Reserve 5 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2578 Discovery Hills Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 25° 47' 35" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 85° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,049.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 85° 15' 24" WEST, 852.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,650.00 FEET, A CENTRAL ANGLE OF 14° 56' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

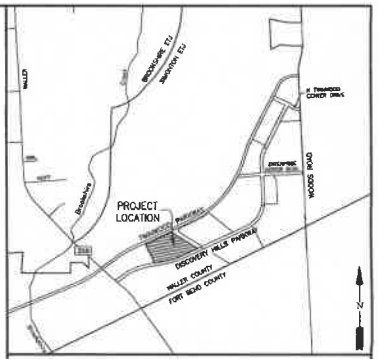
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.627	114,442	RESTRICTED TO COMMERCIAL
2	2.648	115,345	RESTRICTED TO COMMERCIAL
3	3.238	141,061	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.906	126,584	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,650.00'	14°56'47"	516.39'	S 72°45'17" W	508.93'
C2	100.00'	14°57'43"	25.53'	S 30°03'30" E	25.45'
C3	100.00'	17°44'43"	30.97'	N 30°30'18" W	30.85'

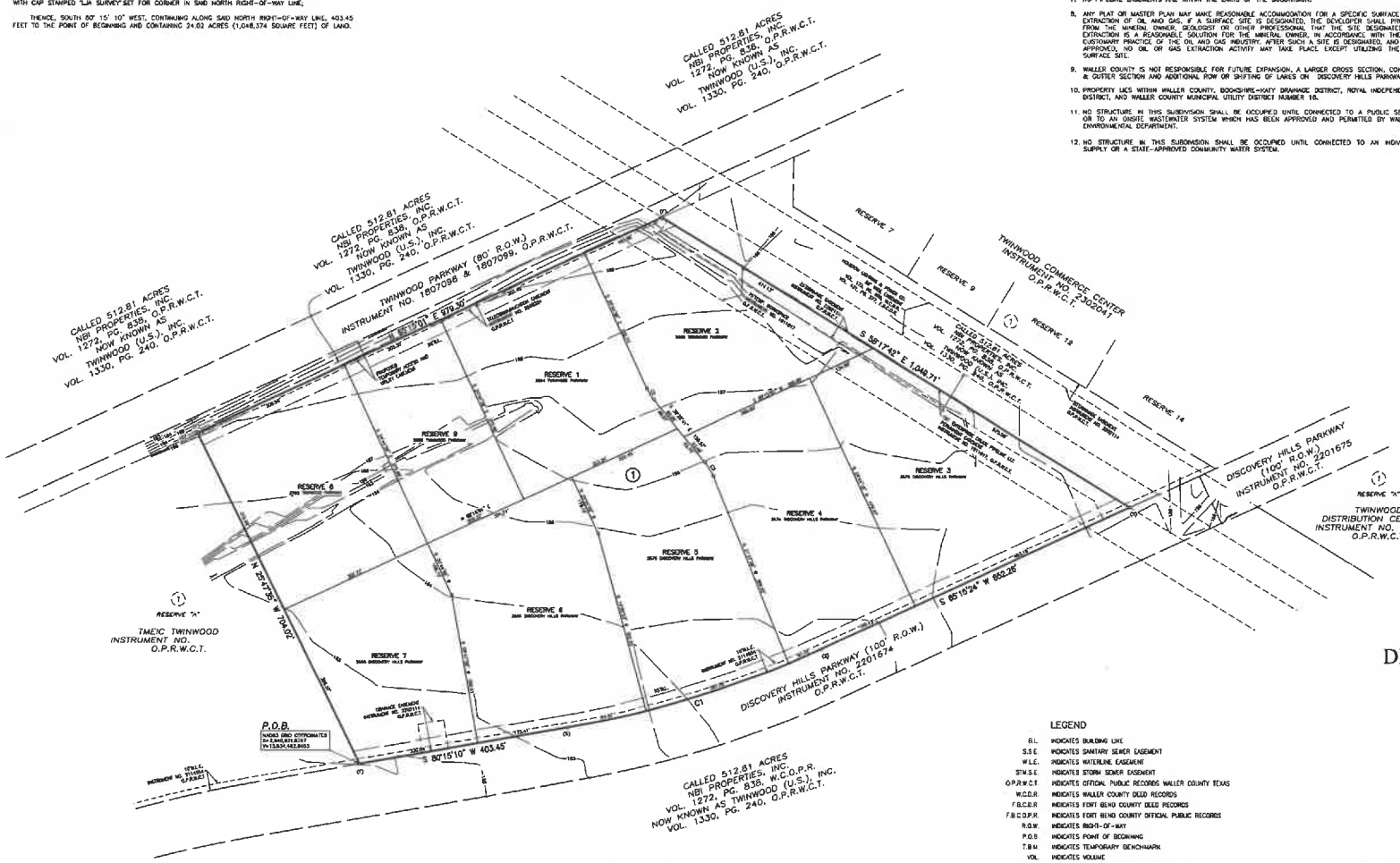
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.999877176.
2. BENCHMARK: NGS HGCSD 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 66 1998. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 825 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463
   ELEVATION = 136.80 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: BRP1=CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(FM) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY.
   ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
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 OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION. A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 16.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K



N

100 50 0 100

SCALE: 1" = 100'

LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
ST.M.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:
ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2568
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:
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
aflaguaon@ljasurvey.com

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2578 Discovery Hills Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 5 – 54,080SF commercial facility	2578 Discovery Hills Pkwy, Brookshire, Texas 77423	
Total Square Footage: 54,080SF		$4,119,814
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$4,119,814

Address: Reserve 5, Bldg. 5 – 54,080SF – 2578 Discovery Hills Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones, Commissioner of Precinct No 3, and seconded by Justin Beckendorff, Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

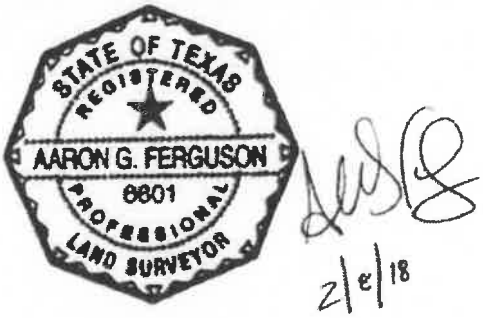
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

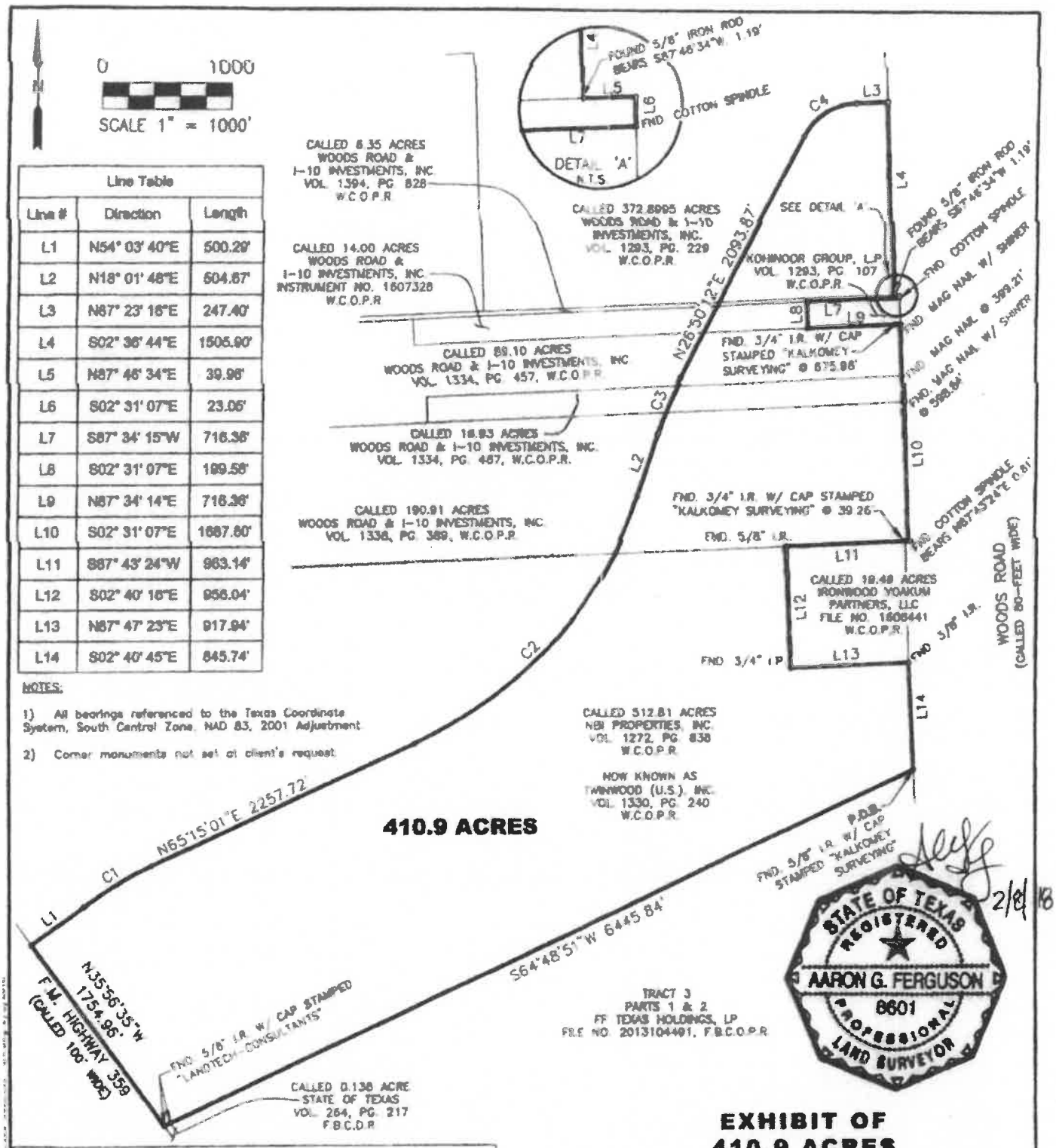
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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.





Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.67'
L3	N87° 23' 18"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.98'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	189.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 18"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	2668.12'	3,235.00	47°13'13"	N41° 36' 25"E	2691.31'
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'

STATE OF TEXAS
REGISTERED
AARON G. FERGUSON
8601
PROFESSIONAL
LAND SURVEYOR

2/8/18

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

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD II, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood II, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive 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;

NOW THEREFORE, the PARTIES hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Buildings (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. 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 the Abatement Period, this Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, 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.

7. 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.

8. The improvements Owner shall make to the Premises, including the Spec Building, 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 the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 33,280 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $2,535,270 by the beginning of Year (1).

   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 Section 8(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.

9. 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 Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 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.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. 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 Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

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

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

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the abatement period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. 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, then 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 a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, 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 on any of its property that is 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 Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 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:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Attn: Don Weaver
County Judge	Urban Twinwood II, LP
425 FM 1488 Suite 106	2110 Grandway Dr.
Hempstead, Texas 77445	Katy, TX 77449

17. 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 years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 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 Section 17(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 or Improvements in future years will be allowed.

18. Notwithstanding Section 17 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 or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those 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 or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. 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.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. 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. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. 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 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come 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.

23. This Agreement does not inure to the benefit of any third parties.

24. 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 construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and 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 and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements 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.

26. 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.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on May 28, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

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

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood II, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

URBAN TWINWOOD II, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

4/29/25
Date

EXHIBIT A

Premises – the approximately 2.274 acre parcel of land in Waller County, Texas that is identified as Reserve 7 of the Preliminary Plat of Discovery Hills Commerce Center dated February 4, 2025 that is attached hereto, and is located at 2586 Discovery Hills Pkwy, Brookshire, Texas 77423.

BEING 24.02 ACRES (1,046,374 SQUARE FEET), OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION 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, IN 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., SAID 24.02 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):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2201674, W.C.O.P.R.; SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 29° 47' 36" WEST, 704.02 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, NORTH 65° 15' 01" EAST, 979.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR CORNER;

THENCE, SOUTH 58° 17' 42" EAST, 1,048.71 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY;

THENCE, SOUTH 65° 15' 24" WEST, 852.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE, THE BEGINNING OF A TANGENT CURVE;

THENCE, 510.39 FEET CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 14° 59' 47", AND A CHORD WHICH BEARS SOUTH 72° 45' 17" WEST, 508.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER IN SAID NORTH RIGHT-OF-WAY LINE;

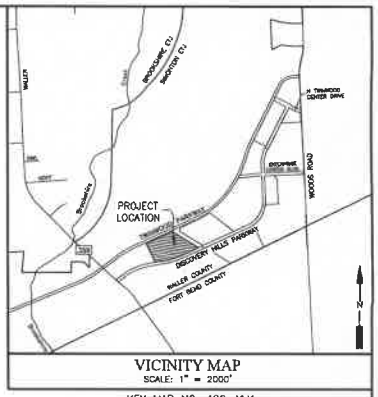
THENCE, SOUTH 80° 15' 10" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 403.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.02 ACRES (1,046,374 SQUARE FEET) OF LAND.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
1	2.627	114,442	RESTRICTED TO COMMERCIAL
2	2.648	115,365	RESTRICTED TO COMMERCIAL
3	3.238	141,081	RESTRICTED TO COMMERCIAL
4	2.816	122,677	RESTRICTED TO COMMERCIAL
5	2.908	126,664	RESTRICTED TO COMMERCIAL
6	3.121	135,959	RESTRICTED TO COMMERCIAL
7	2.274	99,056	RESTRICTED TO COMMERCIAL
8	2.640	114,984	RESTRICTED TO COMMERCIAL
9	1.753	76,365	RESTRICTED TO COMMERCIAL
TOTAL	24.021	1,046,373	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1,950.00'	14°59'47"	510.39'	S 72°45'17" W	508.93'
C2	100.00'	14°37'49"	25.53'	S 32°03'50" E	25.46'
C3	100.00'	17°44'43"	30.97'	N 30°30'15" W	30.85'

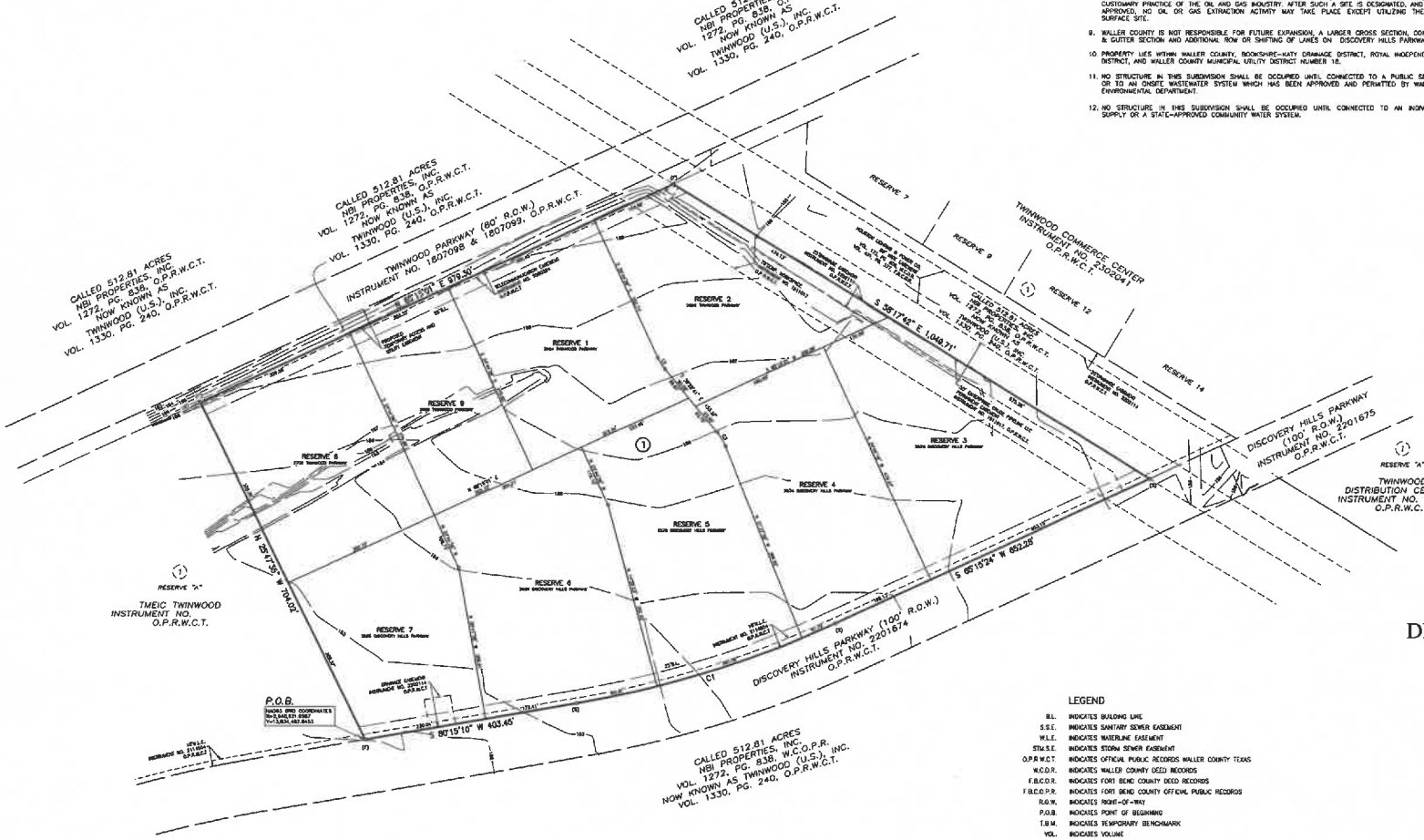
NOTES:

1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.99987718.
2. BENCHMARK: NGS HGCSD 66: A STAINLESS-STEEL ROD IN SLEEVE ACCESSED THROUGH A LOGO CAP STAMPED HGCSD 66 1988. THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 625 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBITT ROAD AND +/- 55 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463.
   ELEVATION = 138.60 FEET NAVD88 (2001) FBC LIDAR DATUM
3. TEMPORARY BENCHMARK: RRP1-CP_09: 1/2-INCH IRON ROD WITH CAP STAMPED LJA SURVEY SET ALONG THE NORTHEAST SIDE OF FARM-TO-MARKET(F/M) 359. THE POINT IS LOCATED +/- 90 FEET NORTH OF THE INTERSECTION OF FM 359 AND TWINWOOD PARKWAY.
   ELEVATION = 147.45 FEET NAVD88 (2001) FBC LIDAR DATUM
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 OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. 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.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. 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.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 18.
11. 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.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 J&K



N

100 50 0 100

SCALE: 1" = 100'

LEGEND

B.L.	INDICATES BUILDING LINE
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.O.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.O.R.	INDICATES FORT BEND COUNTY DEED RECORDS
F.B.C.O.P.R.	INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
T.B.M.	INDICATES TEMPORARY BENCHMARK
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
F.N.	INDICATES FILE NUMBER
(S)	INDICATES SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"
(F)	INDICATES FOUND 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"

PRELIMINARY PLAT OF DISCOVERY HILLS COMMERCE CENTER

A SUBDIVISION OF 24.02 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS,

9 COMMERCIAL RESERVES (24.02 ACRES) 1 BLOCK

FEBRUARY 4, 2025 JOB NO. 4016-0005.310

OWNER/DEVELOPER:

URBAN TWINWOOD II, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5380 EMAIL: moverton@urbancompanies.com

ENGINEER:

ProE CONSULTING
1334 BRITTMOORE ROAD, SUITE 1703
HOUSTON, TX 77043
PHONE: (832) 714-2568
EMAIL: JUSTIN@PROE.CONSULTING

SURVEYOR:

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
aferguson@ljasurvey.com

SHEET 2 OF 2

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT
Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: 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.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements shown in the table below shall be located on the Premises at 2586 Discovery Hills Pkwy, Brookshire, Texas 77423:

Description		**Cost**
Number of Buildings: 1		
Bldg. 7 – 33,280SF commercial facility	2586 Discovery Hills Pkwy, Brookshire, Texas 77423	
Total Square Footage: 33,280SF		$2,535,270
Driveways & Parking: Included in Building Cost		
Other Improvements		
Total		$2,535,270

Address: Reserve 7, Bldg. 7 – 33,280SF – 2586 Discovery Hills Pkwy, Brookshire, Texas 77423

EXHIBIT C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 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 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, 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 south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as 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 (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

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 10th day of May, 2023;

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 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

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;

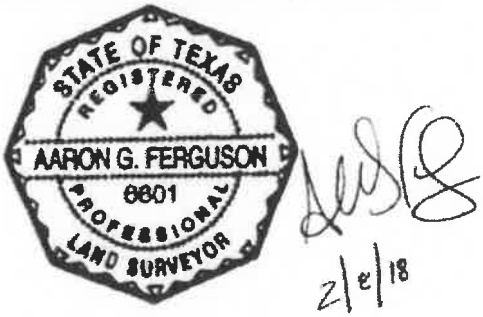
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

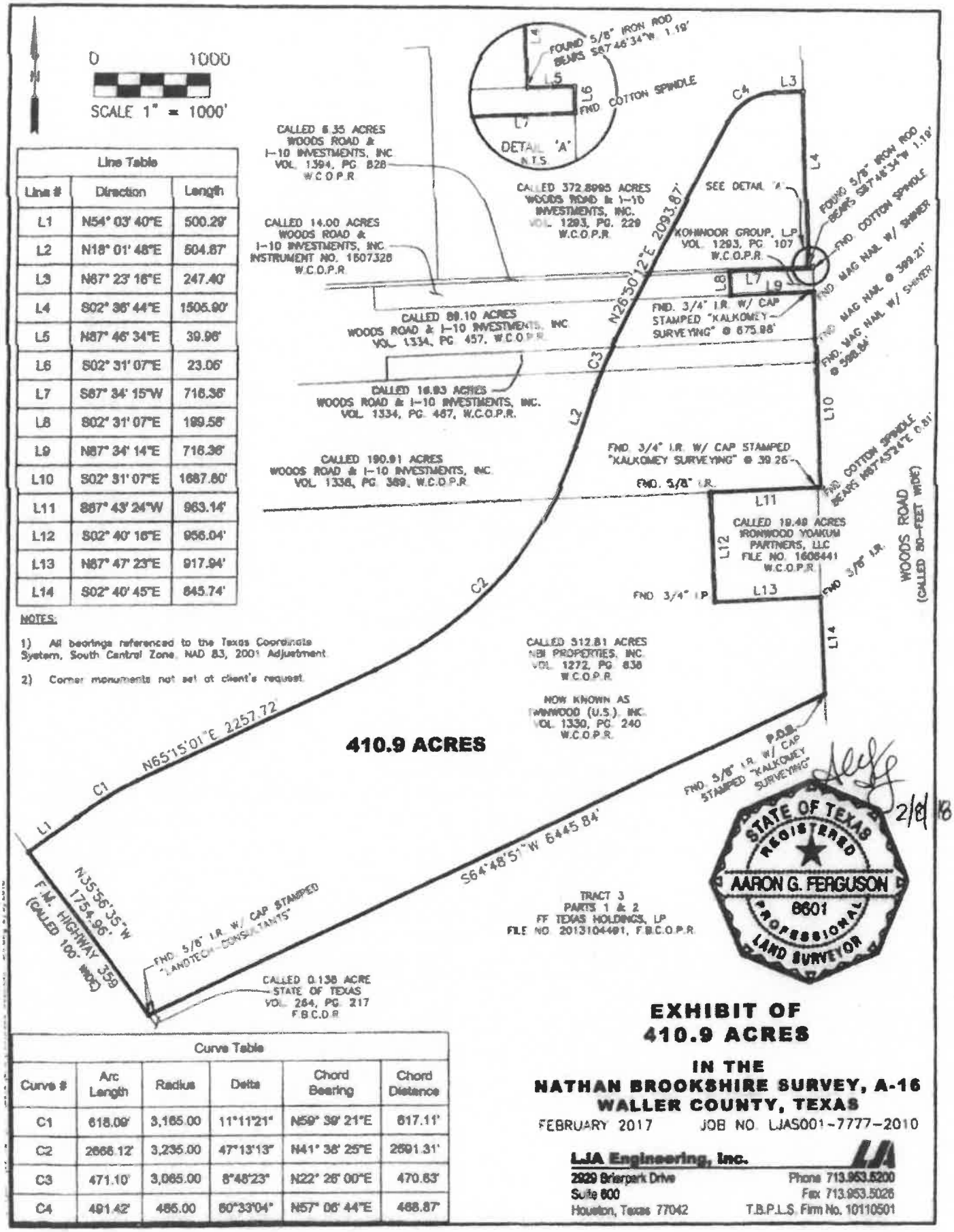
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way 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.



2/8/18



Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.87'
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	23.06'
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	1687.60'
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	2668.12'	3,235.00	47°13'13"	N41° 38' 25"E	2591.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	485.00	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

Waller County, Texas

Ordinance Regulating Law Enforcement Towing of Motor Vehicles

RESOLUTION AND ORDER

WHEREAS, Section 2308.08 of the Texas Occupations Code generally allows counties, acting by and through their commissioners courts, to adopt an ordinance that is identical to Chapter 2308 of the Texas Occupations Code, or that imposes additional requirements that exceed the minimum standards of said Chapter, but may not adopt an ordinance conflicting with said Chapter; and

WHEREAS, Waller County, Texas ("County") is authorized, under Section 2308.08 of the Texas Occupations Code, to regulate unauthorized vehicles and towing of motor vehicles; and

WHEREAS, the County desires to regulate Law Enforcement Tows to improve public safety, and in order to provide ease and convenience to the citizens of Waller County; and

WHEREAS, implementation of these rules is necessary in order to protect the public, to protect the rights of persons whose vehicles may be towed, to maintain safe and efficient operations, and to preserve the peace of the community; and

WHEREAS, County desires that this Ordinance, effective the [] day of [MONTH], [YEAR], repeal and replace the "Waller County Towing Ordinance," in its entirety as previously adopted.

NOW THEREFORE, Waller County, Texas, pursuant to Chapter 2308 of the Texas Occupations Code, hereby establishes the Waller County Ordinance Regulating the Towing of Motor Vehicles ("Ordinance") applicable primarily to individuals and business enterprises engaged in Law Enforcement Towing services, and/or the storage of vehicles, from incident scenes in the unincorporated areas of Waller County, when such services are initiated by law enforcement officers in the performance of their official duties.

The Waller County Commissioners Court ("Commissioners Court") hereby delegates to the Sheriff of Waller County or his or her designee ("Sheriff") the authority to administer and enforce the registration, permitting, and operational requirements promulgated by this Ordinance.

Accordingly, except as otherwise indicated under this Ordinance, no person shall operate a tow truck, in the performance of Law Enforcement Tows, as defined by this Ordinance, in the unincorporated areas of Waller County, unless said tow truck has been properly licensed and permitted by the Texas Department of Licensing and Regulation ("TDLR") and the Sheriff pursuant to this Ordinance. This Ordinance does not apply to consent tows, as defined in this Ordinance, or where government owned and operated tow trucks or vehicle storage facilities are employed for removal and storage of motor vehicles.

On this, the [DAY] day of [MONTH], 2025, at a Regular Session meeting of the Commissioners Court, there came on for consideration and approval a motion to approve the Ordinance, repeal the "Waller County Towing Ordinance," and approve the latter's replacement

with the "Waller County Ordinance Regulating the Towing of Motor Vehicles," attached herewith, effective the [DAY] of [MONTH], 2025.

The Motion was made by Commissioner _____ and seconded by Commissioner _____ to hereby approve the Ordinance, repeal the "Waller County Towing Ordinance," and approve the latter's replacement with the "Waller County Ordinance on Regulating the Towing of Motor Vehicles," attached herewith, effective the [DAY] of [MONTH], 2024.

Said Motion being put to a vote, it carried by a vote of _____ "aye" votes to _____ "nay votes as follows:

	Yes	No	Abstain	Absent
Judge Carbett "Trey" Duhon, III	□	□	□	□
Comm. John A. Amsler	□	□	□	□
Comm. Walter Smith	□	□	□	□
Comm. Kendric D. Jones	□	□	□	□
Comm. Justin Beckendorff	□	□	□	□

THEREFORE, IT IS HEREBY RESOLVED, APPROVED, AND ORDERED that this Commissioners Court approves the Ordinance, repeals the "Waller County Towing Ordinance" and approves the latter's replacement with the "Waller County Ordinance Regulating the Towing of Motor Vehicles," as attached to this Resolution and Order and presented to Commissioners Court, effective [DAY] of [MONTH], 2025.

PASSED AND APPROVED this [NUMBER] day of [MONTH], 2025.

WALLER COUNTY, TEXAS

_____

Carbett "Trey" Duhon, III, County Judge

_____

John A. Amsler, Commissioner Pct. 1

_____

Walter Smith, Commissioner Pct. 2

_____

Kendric D. Jones, Commissioner Pct. 3

_____

Justin Beckendorff, Commissioner Pct. 4

Attest:

_____

Debbie Hollan, County Clerk

WALLER COUNTY, TEXAS
ORDINANCE REGULATING LAW ENFORCEMENT
TOWING OF MOTOR VEHICLES

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PART 1. ADMINISTRATIVE AND GENERAL PROVISIONS

1.1 **AUTHORITY**: Waller County, pursuant to the authority granted by state law, in order to protect the public, to protect the rights of persons whose vehicles may be towed by law enforcement, to maintain safe and efficient operating rules, and to preserve the peace of the community, hereby enact this Ordinance to regulate Law Enforcement Tows, and the associated storing of Motor Vehicles in the unincorporated areas of Waller County.

1.2 **JURISDICTION**: This Ordinance applies to the unincorporated areas of Waller County, Texas.

1.3 **PERMIT REQUIRED**: No person or company shall perform a Law Enforcement Tow in the unincorporated areas of Waller County, Texas unless the Tow Truck has been permitted with the County and has an accompanying Chip.

No person shall perform a Law Enforcement Tow unless he or she has been issued an ID Card by the Waller County Sheriff's Office ("WCSO").

1.4 **ENFORCEMENT**: The WCSO is authorized to enforce this Ordinance.

1.5 **SEVERABILITY**: The provisions of this Ordinance are severable. If any word, phrase, clause, sentence, section, provision, or part of these Ordinance provisions are held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioner's Court that these Ordinance provisions would have been adopted as to the remaining portions, regardless of the invalidity of any part.

1.6 **ADDITIONAL REQUIREMENTS**: The requirements of this Ordinance are additional to state and federal laws and regulations.

1.7 **DEFINITIONS**: the following words and terms shall have the following meanings when used in this Ordinance.

A. Application – The written form approved and supplied by the WCSO.

B. Assumed Name Certificate – official documentation filed with the Waller County Clerk

C. Chip – A numbered metal tag that is issued by the WCSO to each permitted Tow Truck to be used in a Match at a Law Enforcement Scene.

D. Consent Tow - any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a Law Enforcement Tow.

E. Heavy Duty Tow Truck – A Tow Truck with a chassis rated at twenty-five or more tons by the vehicle manufacturer, and a winch rated for lifting a minimum of 30,000 pounds by the winch manufacturer. Except where a distinction is made, the term "Tow Truck" includes "Heavy Duty Tow Truck."

F. ID Card – Issued to each Tow Truck Operator by the WCSO, and is required for a Tow Truck Operator to be present at a Law Enforcement Scene, or to perform a Law Enforcement Tow.

G. Law Enforcement Scene – The area surrounding a law enforcement action, including the scene of a crime, accident (traffic or otherwise), or arrest, or the area surrounding the location of a vehicle that is a traffic hazard, a recovered stolen vehicle, or an abandoned vehicle, and which is located within the unincorporated areas of Waller County, Texas.

H. Law Enforcement Tow – a vehicle tow conducted at the direction of a law enforcement officer at a Law Enforcement Scene. The term does not include the tow of a vehicle held by law enforcement for law enforcement investigations or other law enforcement purposes.

I. Match – The selection process utilized by a law enforcement officer to determine which Tow Truck Operator will perform a Law Enforcement Tow at a Law Enforcement Scene.

J. Storage Facility – has the meaning of a "vehicle storage facility" under Occupations Code Section 2308.002.

K. TDLR – Texas Department of Licensing & Regulation.

L. Towing Company - an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state.

M. Tow Truck - a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term does not include:

1. a motor vehicle owned and operated by a governmental entity, including a public school district;
2. a motor vehicle towing:
    a. a race car;
    b. a motor vehicle for exhibition; or
    c. an antique motor vehicle;
3. a recreational vehicle towing another vehicle;
4. a motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;
5. a motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle;
6. a motor vehicle that:

a. is owned or operated by an entity the primary business of which is the rental of motor vehicles; and

b. only tows vehicles rented by the entity;

7. a truck-trailer combination that is owned or operated by a dealer licensed under Chapter 2301 and used to transport new vehicles during the normal course of a documented transaction in which the dealer is a party and ownership or the right of possession of the transported vehicle is conveyed or transferred; or

8. a car hauler that is used solely to transport, other than in a consent or nonconsent tow, motor vehicles as cargo:

a. in the course of:

i. a prearranged shipping transaction; or

ii. a commercial transaction for transport of a damaged vehicle arranged or authorized by an insurance company and delivered to a salvage pool operator as defined by Section 2302.001; or

b. for use in mining, drilling, or construction operations.

N. Tow Truck Permit – A numbered tag issued by the WCSO authorizing a specific Tow Truck to perform Law Enforcement Tows.

O. Towing Operator – Any person operating, driving, or otherwise using a tow truck, regardless of whether the person owns the truck.

P. Vehicle (whether or not capitalized)– a device in, on, or by which a person or property may be transported on a public roadway. The terms includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

Q. WCSO – The Sheriff's Office of Waller County, Texas.

PART 2. TOWING COMPANIES

2.1 TOW TRUCK PERMIT AND CHIP REQUIRED

A. A Tow Truck must have a current and valid Tow Truck Permit and a Towing Operator must have a Chip issued by the WCSO in order to perform Law Enforcement Tows in the unincorporated areas of Waller County.

B. A Towing Company must apply for a Tow Truck Permit and Chip for each Tow Truck that performs Law Enforcement Tows.

C. The Tow Truck Permit shall be affixed to the rear of the Tow Truck, and be clearly visible at all times.

D. A Towing Operator may not possess more than one Chip with the same number.

E. Towing Companies are responsible for the Tow Truck Permit(s) issued to their Tow Trucks, and the accompanying Chip(s). If a Tow Truck Permit or Chip is lost or stolen, the responsible Towing Company shall notify the WCSO. If the responsible Towing Company believes a Tow Truck Permit or Chip is stolen, it must file a police report with the appropriate law enforcement agency. The responsible Towing Company shall pay for any Tow Truck Permit or Chip replacement.

F. An altered or mutilated Chip shall not be used to perform a Match. If, while conducting a Match, the law enforcement officer determines that the Chip is altered or mutilated beyond normal wear and tear, the officer may require that the Chip be immediately surrendered to the WCSO. The Towing Company shall be responsible for obtaining a replacement Chip.

G. All Chips and Permits are the property of the WCSO. Any altered or mutilated Tow Truck Permit or Chip must be immediately surrendered to the WCSO.

2.2 ADDITIONAL REQUIREMENTS

A. A Towing Company that performs Law Enforcement Tows must:

1. Have a place of business in Waller County, Texas.
2. Be operating in Waller County for a minimum of two years.
3. If using an assumed named, maintain and file an Assumed Name Certificate as required by Texas Business and Commerce Code Chapter 71.
4. Be current on all Waller County tax obligations and payments.
5. Comply with this ordinance, as well as all state and federal requirements.

B. Towing Company business cards must contain the name of the Towing Company, the Towing Company's business address, a 24-hour telephone number, and the location of the Storage Lot used for storing vehicles subject to Law Enforcement Tows.

C. The Towing Company must ensure its Tow Truck's safety mechanisms are operable and in a good state of repair at all times. A Tow Truck's safety mechanism is anything that contributes to the safe operation of the Tow Truck, and include, but are not limited to: headlights, tail lights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades, handles that open doors and windows, and tires.

D. The Towing Company must ensure that each of their Tow Trucks meet the safety requirements of all other applicable state and federal laws and regulations, in addition to this Ordinance's safety requirements.

E. A Towing Company shall not charge fees that exceed the limit established by applicable state or federal law or regulation. A Towing Company shall immediately refund any fee that was paid to it in excess of the applicable limits.

2.3 PERMIT APPLICATION AND RENEWAL PROCESS

A. A Towing Company that desires to perform Law Enforcement Tows in the unincorporated area of Waller County shall file a written application for a Tow Truck Permit with the WCSO annually. Applications for Tow Truck Permits will be accepted throughout the year. The Applicant shall attach to the written application form a certificate of insurance, a copy of its Assumed Name Certificate (if any), the required fees, and a copy of the Tow Truck's state registration. The application must be signed by the Towing Company's owner or authorized agent.

B. The Application for a Tow Truck Permit may be hand delivered to the WCSO during regular business hours; via United States Postal Service, certified mail, return receipt requested; or by a private courier service that provides mail tracking.

C. A Towing Company must submit an Application for each Tow Truck that will perform a Law Enforcement Tow. Each application must include the following information:

1. The Tow Truck's year, make, and model,
2. The Tow Truck's vehicle identification number,
3. The Tow Truck's current Texas license plate number,
4. The Tow Truck's current certificate of registration issued by TDLR,
5. The Tow Truck's current Texas towing license issued by TDLR,
6. The Storage Lot certificates issued by TDLR for the Storage Lot that will store vehicles subject to a Law Enforcement Tow, and
7. The Towing Company's address and telephone number.

D. A Tow Truck must pass a safety inspection performed by the WCSO in order to receive a Tow Truck Permit.

E. The WCSO shall issue a Tow Truck Permit and Chip to all applicants that meet and satisfy all provisions of this Ordinance.

F. The applicant will pay all fees, if any, for Tow Truck Permit(s) at the time of application.

G. Tow Truck Permits are valid from the date of issuance, and expire on December 31st of each year.

H. Tow Truck Permits must be renewed annually, and the renewal application must be submitted prior to the Tow Truck Permit's expiration. Annual renewal applications must may be submitted by December 1st. Renewal applications will be processed by the WCSO during December of each year. It is solely the responsibility of the Towing Company to ensure that a renewal application is timely submitted. WCSO will not accept renewal applications that are submitted late. If a Tow Truck Permit

is not renewed prior to the Tow Truck Permit's expiration, the Towing Company must submit a new Tow Truck Permit application.

I. A Tow Truck must pass a safety inspection performed by the WCSO before a Tow Truck Permit will be renewed.

J. Upon submitting an initial application under this Ordinance, the WCSO will provide a copy of this Ordinance to the applicant.

2.4 REQUIRED IDENTIFICATION

A. Each Tow Truck must display a Tow Truck license plate issued by the Texas Department of Motor Vehicles.

B. The TDLR issued permit number must be on each side of the front fenders in letters at least 2 inches high and ½ inch wide.

C. Each Tow Truck shall have the Towing Company's business name and telephone number permanently inscribed on each side of the Tow Truck. The inscription shall be in letters no less than 2 inches high and ½ inch wide, and in a color that contrasts with the color of the background surface. No magnetic or removable signs are allowed.

D. Each Tow Truck shall have the address of the Storage Lot used to store vehicles subject to a Law Enforcement Tow displayed on each side of the Tow Truck and on the bed, in letters at least 2 inches high and ½ inch wide. If there is not sufficient room on the bed to display the storage lot address, then the storage lot address must be displayed on both doors of the Tow Truck.

2.5 INSURANCE REQUIREMENTS

A. A Towing Company shall procure for each of its Tow Trucks a policy of motor vehicle liability and property damage insurance that meets at least the minimums of both state and federal law and regulation. The insurance policy must be maintained and current if the applicable Tow Truck is being operated. At the time of initial application and at any subsequent renewal application, the applicant must submit a copy of a valid and applicable certificate of insurance as part of the application. The certificate must identify the type and amount of insurance coverage and require a notification to the WCSO within 10 calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum requirements.

B. The certificate of insurance shall also identify the covered Tow Truck by the make, model, and vehicle identification number, and reference the Tow Truck's TDLR license or permit number; and indicate that the policy complies with the minimum liability requirements established by applicable law.

C. A Tow Truck must be fully covered by insurance in order to participate in a Law Enforcement Tow or Match.

D. The insurance requirements of this Ordinance are additional to the requirement of any other applicable statute or regulation.

PART 3. TOW TRUCK OPERATORS

3.1 ID CARD REQUIRED

A. All Tow Truck Operators must have a valid Texas driver's license, a TDLR towing operator license, and an ID Card issued by the WCSO in order to perform a Law Enforcement Tow.

B. Tow Truck Operators are responsible for the ID cards issued to them.

3.2 ADDITIONAL REQUIREMENTS

A. A Tow Truck Operator authorized to perform Law Enforcement Tows must contact the appropriate law enforcement agency before towing a vehicle that is reported stolen, or appears to be stolen. Failure to do so may result in an adverse administrative action.

B. A Tow Truck Operator shall store Law Enforcement Towed vehicles only at the Storage Lot designated to store vehicles subject to a Law Enforcement Tow, unless the vehicle's owner is present at the time of the tow, and consents to the vehicle's storage at another location.

C. A Tow Truck Operator shall ensure that while he is lifting a vehicle in preparation for towing, that only the Tow Truck Operator and his or her helper is within a safe distance of the Tow Truck and the vehicle to be towed. A safe distance is at least twice the distance measured from the end of the boom to the point of attachment to the vehicle being loaded; or twice the length of the vehicle that is being lifted, whichever is greater. If a hydraulic lift is used, a safe distance is twice the length of the extended arm. Once calculated, the safe distance is to be measured from the point of the towed vehicle's attachment to the Tow Truck, and continuing in any direction.

D. A Tow Truck Operator shall not lift or tow more than the Tow Truck's factory-rated lifting capacity.

E. A Tow Truck Operator may not connect to or winch a vehicle when either the Tow Truck or vehicle to be towed is in a lane of traffic, unless a law enforcement officer has stopped or diverted the flow of traffic to permit safe connecting or winching, and the officer has authorized the Tow Truck Operator to proceed with the tow.

F. All Tow Truck Operators are required to be appropriately dressed while at Law Enforcement Scenes, and while performing a Law Enforcement Tow. For safety reasons, a Tow Truck Operator shall not wear muscle shirts, tank tops, or sleeveless shirts. Tow Truck Operators shall wear enclosed shoes or boots. If a Tow Truck Operator choses to wear shorts, the shorts must be no shorter than 2 inches above the knee when the top of the shorts are worn at the waist.

G. A Tow Truck Operator shall not possess, or knowingly permit any person to possess a weapon prohibited by state or federal law or regulation; shall not possess without an appropriate license or knowingly permit a person without an appropriate license to possess a weapon; or possess or knowingly permit a person to possess an alcoholic beverage in or around a Tow Truck while operating the Tow Truck, or when present at a Law Enforcement Scene.

H. A Tow Truck Operator must operate a Tow Truck in compliance with the applicable manufacturer's recommended safety policies and procedures for towing vehicles.

I. Tow Truck Operators shall obey all federal, state and county laws and ordinances. Violators are subject to any applicable criminal and regulatory penalties, as well as adverse administrative penalties under this Ordinance, including suspension or revocation of any Tow Truck Permit, ID Card, and/or Chip.

J. A Tow Truck Operator shall not charge fees that exceed the limit established by applicable state or federal law or regulation. A Tow Truck Operator shall immediately refund any fee that was paid to it in excess of the applicable limits.

K. A Tow Truck Operator must immediately surrender to the WCSO any altered, damaged, or mutilated ID Card.

3.3 APPLICATION AND RENEWAL PROCESS

A. To obtain an ID card, the applicant must have a valid driver's license issued by a state in the United States, hold an appropriate towing operator license issued by TDLR, and submit an application on a form furnished by the WCSO. The applicant shall provide the following information:

1. The applicant's name and address,
2. The applicant's date of birth,
3. The applicant's height, weight, hair color, eye color, gender, and race,
4. The applicant's employer,
5. Whether the applicant was convicted of a felony offense in the past 5 years preceding the date of the application, including whether he or she received probation or deferred adjudication,
6. Whether the applicant was convicted of a crime involving moral turpitude within the last 10 years, and
7. The applicant's signature.

B. A Tow Truck Operator may file an application for an ID card with the WCSO at any time.

C. An applicant for an ID card shall pay the applicable permit fee at the time the application is submitted.

D. Once issued, and ID card shall expire on December 31st of each year.

E. ID cards must be renewed annually, and the renewal application must be submitted prior to the ID card's expiration. Annual renewal applications must be submitted no later than December 1st. Renewal applications will be processed by the WCSO during December of each year. It is solely the responsibility of the Towing Company to ensure that a renewal application is timely submitted. WCSO will not accept renewal applications that are submitted late. If an ID card is not renewed prior to the ID card's expiration, the Towing Operator must submit a new ID card application.

PART 4. STORAGE FACILITIES

4.1 PERMIT REQUIRED

A. Each Storage Facility that is located in the unincorporated area of Waller County, that stores motor vehicles that are subject to Law Enforcement Tows, shall complete and file a certificate with the WCSO that certifies:

1. The Storage Facility is licensed by TDLR,
2. The Storage Facility will not charge fees that exceed the maximum set by TDLR,
3. Storage Facility personnel will notify the WCSO of towed vehicles the Storage Facility accepts for storage in accordance with applicable laws and regulations, and keep all records as required by TDLR,
4. The Storage Facility will comply with this Ordinance,
5. The Storage Facility will only allow vehicle storage for a single, identified Towing Company,
6. The Storage Facility is owned by the Towing Company that will store vehicles subject to Law Enforcement Tows, and
7. The Storage Facility is able to store a minimum of 25 vehicles.

4.2 ADDITIONAL REQUIREMENTS

A. Each Storage Facility must be licensed by TDLR, and meet and abide by all current TDLR rules and regulations.

B. The Storage Facility shall not dispose of a vehicle that was subject to a Law Enforcement Tow without first providing the WCSO written notice at least 10 business days prior to the disposition.

C. The fees charged by a Storage Facility may not exceed the maximum limit set by TDLR regulations.

D. The Storage Facility must have one or more signs that have the following information:

1. The registered name of the Vehicle Storage Facility (VSF) as it appears on the VSF license,
2. Street address,
3. The telephone number for the owner to contact in order to obtain release of the vehicle,
4. The facility's hours, within one hour of which vehicles will be released to vehicle owners,
5. The Storage Facility's TDLR license number, preceded by the phrase "VSF License Number," and
6. A fee schedule setting out the charge for storage and all other fees.

The sign(s) must be posted in a prominent location plainly visible to the public.

E. The Storage Facility's daily storage fee shall not exceed the maximum established by TDLR regulations.

F. Storage Lot personnel shall allow persons who demonstrate ownership or the right to possession of stored vehicles to remove personal property from stored vehicles prior to requiring payment of any Storage Facility or towing fees. The Storage Facility must keep an itemized receipt that identifies all personal items that are released from the vehicle, and the receipt must have the signature of the person to whom the items are released.

PART 5. ADDITIONAL REGULATIONS

5.1 SAFETY EQUIPMENT

A. Each Tow Truck that performs Law Enforcement Tows shall have brakes that meet braking performance requirements under all loading conditions.

B. Each Tow Truck shall be equipped with a power winch that has a factory single line pulling capacity of not less than 8,000 pounds, and a hydraulic or mechanical wheel lift that has a lifting capacity of not less than 2,500 pounds.

C. Each Tow Truck shall carry the following standard equipment:

1. A tow sling or hydraulic lift that is sufficient to prevent from swinging any equipment and/or vehicle that is towed.
2. Tow Trucks having a gross vehicle weight of 10,000 pounds or less shall have a minimum 5/16 inch steel safety chains, and Tow Trucks having a gross vehicle weight of more than 10,000 pounds shall have a minimum 3/8 inch steel safety chains. The steal chains must be at least Grade 70 regardless of the gross weight of the Tow Truck.
3. Fire extinguishers:

a. Tow Trucks having a gross vehicle weight of 26,000 pounds or less shall carry at least one five-pound type fire extinguisher

b. Tow Trucks having a gross vehicle weight of 26,001 pounds or more shall carry at least one ten-pound type fire extinguisher, OR at least two five-pound type fire extinguishers.

Each fire extinguisher shall be class BC or ABC. The fire extinguisher(s) shall be properly filled and located so they are readily accessible for use. All fire extinguishers shall, at a minimum, meet the requirements of the most recent edition of NFPA 10, the Standard for Portable Fire Extinguishers established by the National Fire Protection Association (NFPA), and shall be labeled by a recognized, national testing laboratory.

4. One crowbar or wrecking bar of not less than 36 inches in length with a wedge head.
5. One broom designed for pushing with an 18 inch head, and a handle not less than 36 inches.
6. One shovel with a flat edge of at least 9 inches, with a handle of not less than 36 inches.
7. A box or bucket to safely carry glass and/or debris removed from accident scenes.
8. Rope, webbing, or wire suitable for securing vehicle doors, hoods, trunks, etc.
9. A functioning spotlight or flashlight.
10. Exterior side view mirrors on each side of the Tow Truck.
11. Emergency rotation or strobe type lights that are visible from all directions. The lights shall comply with Texas Transportation Code Chapter 547.
12. Three portable red emergency reflectors, orange cones, or flares.
13. Functional tail lights, including ones for use in the event that the Tow Truck tows a vehicle that does not have functioning tail lights. If the towed vehicle does not have functioning tail lights, the Tow Truck Operator must supply it with tail lights that provide safe lighting of the towed vehicle.
14. A reliable method for communication.
15. Safety chains or straps, which must be used on all tows.

5.2 MATCHING

A. When two or more Tow Trucks arrive at a location where a Law Enforcement Tow is required, a law enforcement officer or the officer's designee will conduct a Match.

B. A Tow Truck must have a valid Tow Truck Permit, and a Tow Truck Operator must have a valid Chip and ID Card to participate in a Match, or otherwise load a vehicle for a Law Enforcement Tow. Each Tow Truck Operator must also be able to show proof that he or she is authorized to tow a vehicle to a Storage Facility that is permitted by WCSO. This requirement does not apply to a government owned Tow Truck.

C. The Tow Truck Operator must give his or her Chip and a valid ID Card to the officer or his designee in order to participate in the Match. The officer or his designee will then place each Chip in a container. The law enforcement officer or his designee will then draw a Chip randomly from the container. If a Tow Truck Operator's Chip is drawn, he may then load the vehicle.

D. If a Tow Truck Operator is selected but refuses, or cannot perform the Tow, the Tow Truck Operator shall inform the officer or his designee that the Tow Truck Operator is unable or unwilling to perform the Law Enforcement Tow and the officer or his designee will perform another Match with the remaining Tow Truck Operators present at the Law Enforcement Scene.

E. If more than one Law Enforcement Tow is required, the law enforcement officer or his designee will continue to conduct a Match until each vehicle requiring a Law Enforcement Tow is provided for.

F. A Tow Operator that has been Matched may not assign the Tow to another Tow Operator or Towing Company. In the event of an assignment violation of this section, both the Tow Operator who attempted to assign the tow and the Tow Operator who attempted to receive the tow shall be subject to an adverse administrative action pursuant to this Ordinance.

5.3 LAW ENFORCEMENT SCENES

A. A Tow Truck Operator shall park at least 100 feet from a Law Enforcement Scene unless directed to do otherwise by a law enforcement officer.

B. The Tow Truck Operator shall park the Tow Truck on the same side of the road as the vehicle to be towed.

C. A Tow Truck Operator may only use beacon lights as directed by state law or a law enforcement officer.

D. The Tow Truck Operator(s) selected during the Match(es) to perform the Law Enforcement Tow shall remove all debris, if any, from the Law Enforcement Scene.

E. Any Tow Truck Operator(s) soliciting a driver at a Law Enforcement Scene after law enforcement personnel arrive, or soliciting any injured party at any time, shall not be allowed to participate in a Match. An injured party is defined as a person who has visible injuries or who claims injuries.

F. A law enforcement officer may afford a vehicle owner or operator who is present at a Law Enforcement Scene the ability to make a Consent Tow of the affected

vehicle if the owner or operator is willing and able to do so within a reasonable time. The decision is within the law enforcement officer's discretion, and the officer may consider any factor in making his or her decision, including whether the vehicle owner or operator is under arrest, the vehicle's location, whether the vehicle is obstructing traffic, whether the vehicle is creating an immediate traffic hazard, general traffic conditions, or any other factor related to traffic management and public safety. However, if the owner or operator of the vehicle is incapable of making or unwilling to make arrangements for a Consent Tow to remove the vehicle within a reasonable time, the investigating law enforcement officer may proceed with a Law Enforcement Tow. A vehicle owner that is not present at the Law Enforcement Scene may make a request to the law enforcement officer managing the Law Enforcement scene to allow the owner to make a Consent Tow of the affected vehicle. The decision concerning the tow is at the law enforcement officer's discretion, but in any event, will only be honored if the law enforcement officer can verify that the person making the request is the vehicle's owner.

G. No person shall operate a Tow Truck at a Law Enforcement Scene unless the Tow Truck possesses a valid Tow Truck Permit, and the Tow Truck Operator possesses a valid ID Card and Chip, unless specifically requested by the affected vehicle's owner or operator. For the request to be valid, the vehicle owner or operator must be physically present at the Law Enforcement Scene at the time of the request.

H. Tow Trucks present at Law Enforcement Scenes are subject to inspection by the WCSO.

I. Once a vehicle has been fully loaded on a Tow Truck for a Law Enforcement Tow, the fees charged by the Towing Company may not exceed the amounts set by TDLR.

J. When performing a Law Enforcement Tow, a Towing Company may not upcharge for the use of cables or winches, dollied wheels, or any other equipment needed to safely tow the vehicle from the Law Enforcement Scene to the Storage Facility.

K. The towing fee charged by a Towing Company or Towing Operator may not exceed the maximum limit set by TDLR regulations. If the vehicle owner or owner's representative directs the vehicle to be towed to a place other than a Storage Facility, the Tow Truck Operator must negotiate a fee with the owner or owner's representative.

L. A Tow Truck Operator must present an ID card, Tow Truck Permit and Chip when required by a law enforcement officer at a Law Enforcement Scene.

M. A Tow Truck Operator may not remove or attach his or her Tow Truck to any affected vehicle at a Law Enforcement Scene until a law enforcement officer responsible for the Law Enforcement Scene authorizes the vehicle to be moved.

N. If no law enforcement officer is present at a Law Enforcement Scene when a Tow Truck arrives, the Tow Truck Operator shall notify the WCSO of the incident, and

wait for a law enforcement officer to arrive. A vehicle may not be removed from a Law Enforcement Scene until a law enforcement officer authorizes its removal.

O. All Tow Truck Operators at a Law Enforcement Scene shall obey all lawful orders given them by any law enforcement officer, and shall not in any manner interfere with such law enforcement officer in the performance of his or her duty.

P. The WCSO may require Tow Truck Operators to provide vehicle operators documentation including but not limited to a Driver's Bill of Rights.

Q. The provisions of this section shall not apply to vehicles held by a law enforcement officer for a law enforcement investigation or for other law enforcement purposes authorized by state and federal law.

5.4 VEHICLES HELD BY LAW ENFORCEMENT

A. Vehicles held by law enforcement for law enforcement investigations or other law enforcement purposes shall be towed by a government owned tow truck, a Contract Tow Company, or as otherwise directed by the law enforcement officer in charge of the Law Enforcement Scene.

B. The selected Tow Truck Operator shall tow the vehicle held by law enforcement for law enforcement investigations or other law enforcement purposes to the location specified by the law enforcement officer. The law enforcement officer must specify a location in Waller County, Texas.

C. A Contract Towing Company must possess a valid Tow Truck Permit for each Tow Truck that performs tows of vehicles held by law enforcement for law enforcement investigations or other law enforcement purposes, and the Tow Truck Operator performing the tow must possess an ID Card issued by the WCSO under this Ordinance.

D. A Contract Towing Company shall not charge a fee to tow a vehicle held by law enforcement for law enforcement investigations or other law enforcement purposes that exceeds the contracted for towing or storage rates, or those established by state or federal law or regulation, if applicable.

E. This section prevails over all other sections of this Ordinance and Matching regulations.

5.5 HEAVY DUTY TOW TRUCKS

A. Heavy Duty Tow Trucks will be dispatched for Law Enforcement Tows utilizing an alphabetical rotation. A Towing Company will be alphabetized based on their business name. If a Towing Company uses an assumed name, the assumed name will be used as the business name. If a Heavy Duty Tow Truck passes on their rotation, they will lose their place in the rotation, and the next Heavy Duty Tow Truck on the alphabetical list will be called.

B. A Heavy Duty Tow Truck must have a Tow Truck Permit issued under this Ordinance, and be operated by a Tow Truck Operator with an ID Card issued under this Ordinance.

C. A Heavy Duty Tow Truck must be equipped with air brakes and tandem axles.

D. A Heavy Duty Tow Truck must have a minimum of $1,000,000.00 of liability coverage that is combined single limit liability for bodily injury to, or death of, an individual per occurrence, and loss or damage to property (excluding cargo) per occurrence.

E. Heavy Duty Tow Trucks must be equipped with a dependable form of communication with a 24-hour dispatch service.

F. Heavy Duty Tow Trucks must be equipped with air brakes and tandem axles.

G. A law enforcement officer may skip a Heavy Duty Tow Truck in the rotation if he or she determines that its distance from the scene is too far, its response time will be too long, or there are similar traffic and safety concerns. In such a case, the skipped Heavy Duty Tow Truck will maintain their spot in the rotation.

PART 6. VIOLATIONS AND ENFORCEMENT

6.1 DENIAL, SUSPENSION, REVOCATION

A. Any violation of this Ordinance may result in an adverse administrative action, or a criminal action as applicable. Any one or more violation(s) of this Ordinance may result in an applicable Tow Truck Permit(s)'s, Chip(s)'s, or ID Card(s)'s denial, suspension, non-renewal, and/or revocation, and consequent temporary or permanent removal of the violator(s) from the Matching process, or from the Heavy Duty Tow Truck rotation. The adverse administrative action shall take place in accordance with the procedures stated in this Ordinance, and shall be subject to the due process rights of appeal and hearing stated under this Section. Notification of an adverse administrative action by the WCSO to a Tow Truck Permit, Chip, or ID Card holder shall be in writing, regardless of whether a verbal notification is also provided, and must be responded to in writing.

B. The WCSO, after notice of a hearing, may deny, suspend, revoke, or refuse to renew a Tow Truck Permit issued under this Ordinance for any violation of this Ordinance, including:

1. The applicant knowingly supplied false or incomplete information on their initial application or renewal application.
2. A Towing Company or Tow Truck Operator violates this Ordinance.
3. A Towing Company or Tow Truck Operator commits a violation of state or local law that is a class B misdemeanor or higher, or a violation of federal law that is class C misdemeanor or higher.

4. A Towing Company or its representative falsifies records, including an application submitted under this Ordinance, or records that are required to be kept under law or regulation.
5. A Towing Company or Tow Truck loses insurance coverage.
6. A Towing Company or Tow Truck loses its TDLR Tow Truck license.
7. A Towing Company's Storage Facility loses its TDLR license, its insurance coverage, or allows the storage of towed vehicles by more than one Towing Company.

C. The WCSO, after notice of a hearing, may deny, suspend, revoke, or refuse to renew an ID Card issued under this Ordinance for any violation of this Ordinance, including:

1. The Tow Truck Operator's drivers' license is suspended.
2. The Tow Truck Operator falsifies records, including an application submitted under this Ordinance, or records that are required to be kept under law or regulation.
3. The Tow Truck Operator has a felony conviction, or has received probation or deferred adjudication for a felony offense in the last 3 years.
4. The Tow Truck Operator was convicted of a crime involving moral turpitude or a crime of violence within the last 10 years.
5. The Tow Truck Operator is arrested for a state offense that is a class B misdemeanor or higher, or a federal offense that is a class C misdemeanor or higher.

6.2 ADVERSE ADMINISTRATIVE ACTIONS

A. A deputy designated by the WCSO, or a WCSO Tow Truck inspector shall have the authority to suspend an ID card for any violation of this Ordinance for a period not to exceed 7 days.

B. A disciplinary committee shall have the authority to indefinitely suspend or revoke any Tow Truck Permit and/or ID Card for just cause.

C. Any Towing Company or Tow Truck Operator that requests, demands, or accepts a fee that exceeds the limits set by state or federal law or regulation will have his or her Tow Truck Permit(s) and/or ID Card(s) suspended for period of not less than 7 days, and not more than 30 days.

D. Notices to Towing Company, Storage Lots, and/or Tow Truck Operators of adverse administrative actions shall be as follows:

1. The WCSO shall provide written notice immediately following a denial, suspension, denial of renewal, or revocation of a Tow Truck Permit or ID Card; and

2. Written notice must be delivered via hand delivery to the concerned Tow Truck Permit or ID Card holder, or delivered via United States Postal Service Certified Mail, Return Receipt Requested to the most recent address of the Tow Truck Permit or ID Card holder as provided on the Application. Copies may be sent electronically, or by First Class Mail. Hand delivered notices shall be marked by the WCSO with the date of delivery. Hand delivered notices are deemed received on the date of delivery; mailed notices are deemed delivered on the third day after the notice is placed in the mail with proper, paid postage.

E. If a Tow Truck Permit or ID Card is denied, suspended, revoked, or a renewal application is denied as a result of an adverse administrative action, such action shall take effect immediately, unless otherwise indicated in the written notice. The affected entity or individual shall surrender all affected Tow Truck Permits and ID Cards to the WCSO within 3 business days after the receipt of written notice, regardless of whether an appeal is filed. The surrender shall be made by hand delivery, or by a verifiable delivery method.

F. Failure to timely surrender a Tow Truck Permit or ID Card is an additional violation of this Ordinance. The failure shall result in the continuation of the suspension, revocation, or non-reinstatement of the Tow Truck Permit or ID Card for the same number of calendar days that the Tow Truck Permit or ID Card remain unreturned to the WCSO.

G. The WCSO's denial, suspension, revocation, or renewal refusal of a Tow Truck Permit or ID Card disqualifies the affected Towing Company, Tow Truck, or Towing Operator from participating in a Match until such time as the Tow Truck Permit or ID Card is reinstated or reissued, and all other requirements of this Ordinance are met.

H. The WCSO reserves the right at all times, prior to initiating any adverse administrative action, to issue a verbal and/or written warning or notice of violation to a violator for a violation of this Ordinance. In no event is the WCSO obligated to issue such a warning or notice prior to initiating any adverse administrative action.

6.3 ADVERSE ADMINISTRATIVE ACTION APPEALS

A. An affected Tow Truck Permit or ID Card holder may appeal a suspension of 7 days or less by delivering a written request to the WCSO in the same manner prescribed for delivery of notices of adverse administrative actions. The Tow Truck Permit or ID Card holder may include any documentary evidence with their appeal.

1. All notices of appeal shall be delivered in writing to:

Waller County Sheriff's Office

Attn: Towing Ordinance Enforcement

400 Sheriff R. Glenn Smith Dr.

Hempstead, Texas 77445

2. Upon receipt of a written notice of appeal, the WCSO shall assign an officer to review the documentation for the adverse administrative action, and render a decision within 2 business days from the WCSO's receipt of the written notice of appeal. The decision shall be written, and delivered to the appellant in the same manner prescribed for delivery of notices of adverse administrative actions.

3. The assigned officer's decision may be appealed to the Sheriff by delivering a written notice of appeal in the same manner prescribed for delivery of notices of adverse administrative actions. No additional documents may be submitted as evidence. The Sheriff shall review the assigned representative's decision and any documentary evidence included in the appeal to the assigned officer, and render a decision within 3 business days of receipt of the written notice. His decision shall be written, and delivered to the appellant in the same manner prescribed for delivery of notices of adverse administrative actions.

B. An affected Tow Truck Permit or ID Card holder may appeal an adverse administrative action that lasts for 8 days or more may appeal using the following procedure:

1. The appellant shall deliver a written notice of appeal to the WCSO in the same manner prescribed for delivery of notices of adverse administrative actions. The Sheriff will appoint a Disciplinary Hearing Committee (DHC) that shall be composed of members who did not participate in the appealed adverse administrative action.

2. The DHC shall give the appellant written notice of an appeal hearing to be conducted by the DHC. The hearing notice shall be delivered in the same manner prescribed for delivery of notices of adverse administrative actions, and shall state the date, time, and place of the hearing. Both the appellant and the WCSO are entitled to offer evidence and argument at the appeal hearing. Following the hearing, the DHC shall render a decision and provide written notice of their decision no later than 5 business days from the hearing date. A decision of the DHC shall be final if not appealed to the Sheriff within 10 business days of the appellant's receipt of the written decision.

C. An adverse decision of the DHC may be appealed by delivering to the WCSO a written notice of appeal within 10 business days of the appellant's receipt of the DHC's written decision. The Sheriff will appoint a Disciplinary Review Committee (DRC) consisting of members who did not participate in the DHC or the disciplinary committee. The DRC's decision shall be based upon a review of the Disciplinary Hearing Committee's decision, written materials submitted at the

hearing, and any additional written information (limited to 5 double-spaced pages) that the appellant or DHC submits. The DRC will render a written decision within 5 business days from the date of receipt of the properly delivered written notice of appeal. Notification of the decision will be made in the same manner prescribed for delivery of notices of adverse administrative actions.

D. An adverse decision of the Disciplinary Review Committee may be appealed within 10 business days of the Disciplinary Review Committee's decision by delivering a written notice of final appeal to the Sheriff. Additional information may not be submitted in a final appeal to the Sheriff. The Sheriff's decision will be based only on a review of the written information previously submitted to the Disciplinary Hearing Committee and the Disciplinary Review Committee.

1. The Sheriff shall review all written evidence and information, and render a written decision within 15 business days of the receipt of the written notice of final appeal. The Sheriff's decision shall be final.

E. In the event the initial adverse administrative action is a denial, revocation, or refusal to renew a Tow Truck Permit or ID Card, an affected Towing Company or Tow Truck Operator may submit a new application to the WCSO, together with payment of the applicable fees and submission of required documents as follows:

1. No earlier than 180 calendar days from the date of the final decision of the DHC's decision if no appeal was made to the DRC or Sheriff; or
2. In the event of an appeal, no earlier than 90 calendar days from the date of final decision by the DRC or the Sheriff, whichever rendered the decision that is last in time.

F. As a further condition of application approval or reinstatement, following a denial, suspension, revocation, or refusal to renew resulting from an adverse administrative action, the Sheriff may require the submission of an application and/or payment of the applicable fees, regardless of any fees previously paid in connection with a prior application, in order to perform a subsequent Law Enforcement Tow and/or to participate in a Match.

FEE SCHEDULE	
Application Fees	
Tow Truck and Heavy Duty Tow Truck	No Fee
Storage Lot	No Fee
Permit, ID Card, and Chip Fees	
Tow Truck Permit (Includes inspection and Tow Truck Permit)	$80.00
Heavy Duty Tow Truck Permit (Includes inspection and Tow Truck Permit)	$80.00
ID Card and Chip Fee	$35.00
Replacement Fees	
ID Card Replacement	$25.00
Chip Replacement	$25.00
Permit Replacement	$30.00

2025 Tomball Health Coalition/Tri County Health Alliance Grant Guidelines

Background and focus: Tomball Health Coalition is a 501(c)(3) created in January of 2013 and dedicated to helping the health needs in Tomball, Magnolia, Waller and surrounding communities.

Board Meetings and Proposal Review: The Board of Directors meets monthly. The Coalition accepts applications on an on-going basis. Proposals that staff are unable to review for the next scheduled Board meeting are held over for the following months meeting.

The Coalition will notify the applicant by letter or email that the proposal has been received. If any additional information is required, it will be requested at that time. Applicants are notified by letter regarding any action taken by the Board of Directors with respect to their request for funding.

Eligibility:

- Organizations applying for funds must be tax exempt under sections 501 (c)(3) or 170 (c) of the Internal Revenue Code and be classified as a public charity under section 509 (a) of the Code
- Organizations located in and around Tomball, Magnolia and Waller
- Organizations and agencies may request funds only once during a calendar year (exceptional circumstances are taken into consideration)
- Organizations that have been previously funded must submit a final evaluation report before requesting additional funds
- Except in special circumstances, organizations receiving multi-year grants may not request additional funds until the grant has been paid in full and a final evaluation report has been submitted.

Tomball Health Coalition supports:

- Health and wellness initiatives in the greater Tomball, Magnolia and Waller area.

Restrictions:

- Grants for religious purposes
- Grants for hiring staff.
- Grants for computers or software
- Grants for food or travel
- Pass-through grants
- Underwriting or contributions to luncheons, galas and social fundraisers
- Grants for major medical research projects
- Requests for individual scholarships
- Major arts organizations
- Grants supporting candidates for political office, political parties or PACs.
- International organizations
- Grants to local, national or international organizations' annual giving or holiday campaigns
- Grants to 509 (a) (3) Type III supporting organizations.

Please direct all correspondence to:
Ann Marie Paradowski, Executive Director
Tomball Health Coalition
P.O. Box 608
Tomball, TX 77377
832-217- 4078
tomballhealthcoalition@gmail.com

(NOTE: Use this form and limit response to one page)

I. General Information

A. Name of Organization: **Waller County Fire Marshal's Office and Office of Homeland Security & Emergency Management.**

B. Address: 27392 Field Store Rd.
City: Waller State: Texas Zip: 77484

C. General Contact Information:
Main Phone Number: 979-826-7785__ Fax: _____
Email: d.hensley@wallercounty.us Website: _____

D. Grant Request Contact Information:
i. Primary Contact: Dean Hensley Title: Asst. Chief / Asst. EMC Coord.
Phone: 979-826-7785 Email: d.hensley@wallercounty.us
ii. Secondary Contact: Brian Cantrell__ Title: Chief/Fire Marshal/EMC Coord.
Phone: _____ Email:_____

E. Requested Amount: **$30,000** ❑Operating ❑Program ❑Capital

F. Brief Description of Request:

Funding to purchased AED's for patrol vehicles and fire trucks in Waller County, and stop the bleed kits for school district classrooms. $20.000 for AED;s and $5.000 for Stop the bleed kits/tourniquets for school classrooms for Hempstead ISD, Waller ISD and Royal ISD.

I received a request from the Waller-Harris ESD#200 Fire Department for help with funding to put AED's on Fire trucks and booster trucks. This $30,000-dollar request will help purchase AED's for multiple fire trucks and first responder units. Just a few weeks ago we responded to an electrocution where CPR and AED was used to revive a 22-year-old man in Waller County. To this date, he is still alive and recovering. I understand the importance to have these AED units on every first responder vehicle in Waller County.

Since last years request additional housing neighborhoods and commercial businesses have opened or are being built in Waller County.

Thank you for your consideration and past support you have given to Waller County.

Agency Statistics

II. Waller County was founded in 1873, with a population of over 59,781.

III. Cities within Waller County are Hempstead, Prairie View, Brookshire, Pattison, and Pine Island.

IV. School districts in Waller County are Waller ISD, Royal ISD and Hempstead ISD. Waller ISD district covers two counties, Waller and Harris.

V.

VI. Over the last 20 years, significant population growth has occurred. The "0-24" age group was the largest and fastest growing age group in Waller County, although this may be skewed by the college population of Prairie View A&M University.

VII.

VIII. The 1995 County household income was nearly equivalent to 1990 levels, although 25. 1 % lower than in 1979.

IX.

X. Physical features consist of rolling prairies that drain to the Brazos and San Jacinto Rivers, with alluvial soils, and the area is one-fifth forested. Much of the vegetation consists of

cultivated prairie grassland and pastureland. Recreation consists of fishing, hunting, historic sites, historical museums, Chamber of commerce Festivals, and the Waller County Fair.

XI.

1. For Capital Requests:
   Capital Campaign Budget: _____ Raised to Date: _____
   Capital Start/End Date: ___/___/____ - ___/___/_____
8. Do you have an endowment? ❒ Yes ☒ **No**

XII. Other Information

Do you have evaluation procedures in place? ☒Yes ❒ No

Previous Applications to The Tomball Health Coalition (Please indicate purpose: Program, Operating, Capital or Endowment.)

Year	Approved/ Declined	Amount Awarded	Purpose		Year	Approved/ Declined	Amount Awarded	Purpose







ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and Gannett Flemming**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Morton Road from approximately FM 2855 to Pitts Road in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 262, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the

Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability

whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$3,100,074.22** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$366,450.60** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

(1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

(2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by

Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of **$3,466,524.82** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by

stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER

ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

   All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Nick Bokaie, Gannett Flemming, 3101 W Alabama St, Houston, TX 77098, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours of Engineer becoming aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts known to Engineer pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to

the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in section 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:	ENGINEER:
WALLER COUNTY	Gannett Flemming
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Nick Bokaie
_____	_____
Date	Date

ATTEST:

_____
Debbie Hollan, County Clerk

Approved:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $3,466,524.82 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Morton Road

The proposed improvements include the widening and reconstruction of 3.22 miles of an existing 2-lane asphalt roadway to a four-lane divided boulevard with left-turn lanes and intersection improvements on Morton Road from FM 2855 to Pitts Road, with a transition back to the existing 2-lane roadway east of Pitts Road.

The final PS&E design will consist of two separate construction packages: (1) Morton Road @ FM 2855 intersection, and (2) Morton Road from east of FM 2855 to east of Pitts Road.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- The Engineer will collect intersection traffic counts, spot speed survey, and growth rates.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The Engineer shall coordinate with and prepare a permit application for TxDOT approval.
- The Engineer shall coordinate with the governing drainage district and water authorities.
- The Engineer shall coordinate with local permitting agencies, including the City of Katy.
- The Engineer shall coordinate with existing and future development.
- The Engineer will attend utility coordination meetings with the County, their consultants, and other stakeholders as required to present a status report on the status of utilities.
- The Engineer will assist with exhibits needed for permits/agreements. All permits/agreements will be provided by the Program Manager.
- Coordination with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate to be completed by the Program Manager. The Engineer will assist with exhibits needed for coordination.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A

milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.

- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Fort Bend County criteria/design manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
- Perform detailed SUE QL A-D for the detailed design phase.
- Perform geotechnical evaluation for pavement or structural design in the final design phase.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.
    - The environmental constraints evaluation will be for a study corridor of approximately 500 feet on each side of the existing ROW.
    - Obtain and review the most recent available data for natural resources, cultural resources, land use, locations of public resources, gas pipeline and well information, water wells, and ASTM third-party hazardous materials database search.
    - Conduct a limited “windshield” field reconnaissance to verify data and identify other environmental concerns.
    - Prepare an environmental constraints map at a reasonable scale, and a brief letter report (or as part of the PER) summarizing the environmental review. The report will include a regulatory and analysis framework, methods, results, conclusions, and recommendations.
    - A supplemental scope of work may be required for environmental field surveys and to determine any required approvals to proceed to the final design phase.
    - A supplemental scope of work may be required to conduct thorough background archeological literature and records research and coordination with the Texas Historical Commission for concurrence of findings.
- Present a schematic roll plot for each alternative with horizontal and vertical alignments.

Scope of Services
Morton Road

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).

- Evaluate ROW requirements for roadway based on preliminary cross sections.

- Perform a review of the utilities along the corridor and provide a utility conflict list.

- Provide all correspondence with utility companies to the Program Manager for relocation coordination. The Engineer will provide exhibits and assist with relocation coordination, as needed.

- Provide Signal Warrant analysis for Morton Road at (1) FM 2855, (2) Schlipf Road, (3) Bartlett Road, and (4) Pitts Road.

- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify the ultimate project outfalls
  - Define drainage boundaries for the project
  - Size crossing using HEC-RAS and/or HY-8
  - Provide existing vs proposed flows. If existing road has inlets (curb and gutter), analyze existing street ponding.

- Provide Drainage Report.

- Provide updated construction cost estimates based on the preliminary design.

- Provide Preliminary Engineering Report (PER, draft and final).

- Attend PER meeting at Waller County facility.

- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. <u>Final Design</u>

- Construction drawings will be prepared on 11”x17” sheets.

- Assist with utility relocation status reports. The Program Manager will obtain LONOs from utilities or have utilities relocated prior to bidding.

- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.

- Obtain environmental permit approvals prior to project bidding. (If needed, this will be included in a supplemental scope of work).

- Prepare project title sheet and index sheet

- Prepare horizontal alignment data

Scope of Services
Morton Road

- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare storm sewer plan and profiles with hydrologic and hydraulic data.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare signalization details for Morton Road at (1) FM 2855, (2) Schlipf Road, (3) Bartlett Road, and (4) Pitts Road.
- Prepare traffic control plans.
- Prepare air bridge or Zero load slab details for projects crossing pipelines.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.
- Assist the Program Manager in preparing a utility adjustment summary for the complete package for letting.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.

Scope of Services
Morton Road

- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

FEE PROPOSAL SUMMARY
MORTON ROAD

Work Task	Consultant	Total Fee
PRIME	Gannett Fleming	$1,867,345.00
DRAINAGE	-	$0.00
TRAFFIC	TEDSI	$274,045.74
BRIDGE	LINFIELD, HUNTER & JUNIUS, INC.	$524,552.00
ENVIRONMENTAL	Consor	$33,006.00
GEOTECHNICAL	B2Z Engineering	$62,211.08
SURVEY	Weisser	$447,500.00
SUE	Pape-Dawson Engineers	$257,865.00
Total Management & Engineering Fees		**$3,466,524.82**

FEE SCHEDULE

PRIME PROVIDER: GANNETT FLEMING
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	4	4	12	16					8	44	NA	NA	NA
PROJECT MEETINGS	48	12	48						24	132	NA	NA	NA
TXDOT PERMIT	4	8	24	16				20		72	NA	NA	NA
										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	40	24	60	24					40	188	NA	NA	NA
PROJECT ADMINISTRATION	72		72						80	224	NA	NA	NA
PRELIMINARY ENGINEERING													
FIELD SURVEYING	8	8	12							28	NA	NA	NA
SUE COORDINATION	8	8	16							32	NA	NA	NA
GEOTECH COORDINATION	4		12	4						20	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION	4		12							16	NA	NA	NA
PREPARE SCHEMATIC ROLL PLOT	8	16	24	40		40		60		188	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	4	8	16	24		24				76	NA	NA	NA
EVALUATE ROW REQUIREMENTS	4	8	16	20		24		16		88	NA	NA	NA
UTILITY COORDINATION	4	8	16	16		20				64	NA	NA	NA
DRAINAGE ANALYSIS										0	NA	NA	NA
1. Data Collection and Review of Existing Studies and Plans	4	16	24	12		16				72	NA	NA	NA
2. Hydrologic and Hydraulic Analysis										0	NA	NA	NA
Existing Conditions										0	NA	NA	NA
a. Delineation of Existing and Proposed Drainage Areas	4	8	16	24		16				68	NA	NA	NA
b. Existing Land Use Calculation		4	8	16		8				36	NA	NA	NA
c. Calculate Existing Peak Flows		4	4	12		8				28	NA	NA	NA
d. Develop Existing Hydrographs		4	8	20						32	NA	NA	NA
e. identify and locate outfalls		4	4	8		4				20	NA	NA	NA
f. Develop Existing XP SWMM Model - Evaluate Target Flows and WSE	4	24	48	100		16		20		212	NA	NA	NA
g. Identify the Water Surface Elevations for the 2, 5, 10, 25, 50, and 100-year Storm Events		4	12	24						40	NA	NA	NA
Proposed And Mitigated Conditions										0	NA	NA	NA
a. Proposed Land Use Calculation		4	8	16						28	NA	NA	NA
b. Calculate Proposed Peak Flows		4	8	12						24	NA	NA	NA
c. Develop Proposed Hydrographs		4	8	16						28	NA	NA	NA
d. Develop Proposed XP SWMM Model	4	24	48	100		16		20		212	NA	NA	NA
e. Analyze Receiving Streams	2	4	4	8		8				26	NA	NA	NA
f. Determine and Review Impacts - Peak Flow and WSE	4	4	4	8		8				28	NA	NA	NA
g. Develop Mitigation Alternatives: Ponds, Restrictors, Ditches, Storm Sewer and Outfall System	4	8	16	20		16		8		72	NA	NA	NA
h. Evaluate Alternatives and Optimize Solution in XP SWMM	4	4	8	12						28	NA	NA	NA
Drainage / Detention Easements	4	4	8	16		16		8		56	NA	NA	NA
Analysis of Minor Crossings		4	8	12		8		8		40	NA	NA	NA
Analysis of Major Crossings		4	8	12		8		8		40	NA	NA	NA
										0	NA	NA	NA
DRAINAGE REPORT										0	NA	NA	NA
a. Report Preparation	4	24	40	80						148	NA	NA	NA
b. Exhibits and Appendices for Both Existing and Proposed Conditions	4	8	40	40		40		80	8	220	NA	NA	NA
c. Response to Comments from Reviewing Authority	4	8	8	16		8		8	4	56	NA	NA	NA
d. Final Report, Exhibits and Appendices	2	8	16	8		8		20	8	70	NA	NA	NA
CONSTRUCTION COST ESTIMATES	4	16	16	40		40				116	NA	NA	NA
PREPARATION OF PER	16	24	40	80		40		24		224	NA	NA	NA
PER MEETING	4	4	8	4						20	NA	NA	NA
										0	NA	NA	NA

FEE SCHEDULE

FINAL DESIGN (PS&E Package 1) **MORTON ROAD at FM 2855 Intersection**												
TITLE SHEET			2	4		8		10		24	SHEETS	1	24
HORIZONTAL ALIGNMENT DATA		1	4	4		8		8		25	SHEETS	1	25
EXISTING TYPICAL SECTIONS		1	2	2		8		12		25	SHEETS	1	25
PROPOSED TYPICAL SECTIONS		2	8	8		16		24		58	SHEETS	2	29
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)		2	8	16		24		40		90	SHEETS	3	30
INTERSECTION LAYOUTS (50 SCALE)		2	4	8		8		16		38	SHEETS	1	38
ROADWAY DETAILS		2	4	4		8		12		30	SHEETS	1	30
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')		4	12	40		16		12		84	SHEETS	10	8
STORM SEWER PLAN AND PROFILES (50 SCALE)		2	8	16		24		40		90	SHEETS	3	30
CULVERT LAYOUT SHEETS		2	8	8		16		32		66	SHEETS	2	33
DRAINAGE DETAILS		4	4	6		8		12		34	SHEETS	1	34
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)		4	4	10	8	16		24		66	SHEETS	2	33
EXISTING AND PROPOSED HYDROLOGY MAPS		2	2	4		8		16		32	SHEETS	1	32
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)		2	4	8	8	16		16		54	SHEETS	2	27
TCP LAYOUTS (50 SCALE DOUBLE BANK)		8	8	40		60		80		196	SHEETS	8	25
SW3P LAYOUTS (50 SCALE DOUBLE BANK)		2	4	8	8	16		16		54	SHEETS	2	27
MISCELLENAEOUS DETAILS										0	NA	NA	NA
PREPARATION OF STANDARDS		8	12	40		40		80		180	SHEETS	60	3
QC (3) & CONSTRUCTABILITY REVIEWS (2)		100	40	40		80				260	NA	NA	NA
DETAILED CONSTRUCTION COST ESTIMATE	4	12	24	24	8	12				84	NA	NA	NA
PRODUCE PROJECT MANUAL	8	12	20	24						64	NA	NA	NA
FINAL DESIGN (PS&E Package 2) **MORTON ROAD from East of FM 2855 to East of Pitts Road**													
TITLE SHEET			2	4		8		10		24	SHEETS	1	24
HORIZONTAL ALIGNMENT DATA		2	8	16		12		20		58	SHEETS	2	29
EXISTING TYPICAL SECTIONS		2	2	2		8		16		30	SHEETS	1	30
PROPOSED TYPICAL SECTIONS		4	16	24		40		60		144	SHEETS	5	29
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)		16	40	80	120	180		340		776	SHEETS	27	29
INTERSECTION LAYOUTS (50 SCALE)		4	12	16		32		32		96	SHEETS	3	32
ROADWAY DETAILS		2	4	8		16		20		50	SHEETS	2	25
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')		16	40	220		160		80		516	SHEETS	110	5
STORM SEWER PLAN AND PROFILES (50 SCALE)		16	40	80	120	200		360		816	SHEETS	27	30
CULVERT LAYOUT SHEETS		8	16	32		60		92		208	SHEETS	6	35
DRAINAGE DETAILS		4	4	6		8		12		34	SHEETS	1	34
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)		8	24	40	60	120		180		432	SHEETS	16	27
EXISTING AND PROPOSED HYDROLOGY MAPS		16	8	40		60		100		224	SHEETS	8	28
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)		12	20	80	60	112		144		428	SHEETS	16	27
TCP LAYOUTS (50 SCALE DOUBLE BANK)		24	40	120	160	320		400		1064	SHEETS	51	21
SW3P LAYOUTS (50 SCALE DOUBLE BANK)		12	8	40	40	112		224		436	SHEETS	16	27
MISCELLENAEOUS DETAILS										0	NA	NA	NA
PREPARATION OF STANDARDS		12	12	40		40		120		224	SHEETS	80	3
QC (3) & CONSTRUCTABILITY REVIEWS (2)		120	60	40		80				300	NA	NA	NA
DETAILED CONSTRUCTION COST ESTIMATE	4	16	40	40	16	20				136	NA	NA	NA
PRODUCE PROJECT MANUAL	8	12	20	24						64	NA	NA	NA

FEE SCHEDULE

CONSTRUCTION PHASE SERVICES													
ADMINSTRATIVE DOCUMENTS	8	12	16						20	56	NA	NA	NA
ATTEND PRE-BID MEETING	4	4	4							12	NA	NA	NA
RESPOND TO QUESTIONS	16	16	24	40					16	112	NA	NA	NA
PRECONSTRUCTION MEETING	4	4	4							12	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	16	16	40	40						112	NA	NA	NA
PREPARATION OF CHANGE ORDERS	8	16	40	40					16	120	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	16	24	40	80						160	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS	16	24	40	80						160	NA	NA	NA
ANSWER GENERAL QUESTIONS	16	24	40	80						160	NA	NA	NA
PROVIDE RECORD DRAWINGS	8	16	40	40	40	80			16	240	NA	NA	NA
HOURS SUB-TOTALS	420	966	1,646	2,542	648	2,452	0	2,960	240	11,874		473	
CONTRACT RATE PER HOUR	$275.00	$250.00	$200.00	$180.00	$125.00	$130.00	$120.00	$100.00	$95.00			# OF SHEETS	
TOTAL LABOR COSTS	$115,500.00	$241,500.00	$329,200.00	$457,560.00	$81,000.00	$318,760.00	$0.00	$296,000.00	$22,800.00	$1,862,320.00			
LABOR SUBTOTAL										**$1,862,320.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	2,000	mile	$0.700	or current IRS rate						$1,400.00
Courier Services	10	each	$30.000							$300.00
Overnight mail - letter size	10	each	$15.00							$150.00
Overnight mail - oversized box	5	each	$25.00							$125.00
Photocopies B/W (8.5 x 11)	2,000	each	$0.10							$200.00
Photocopies B/W (11 x 17)	4,000	each	$0.25							$1,000.00
Plot (Color on Bond)	500	SF	$3.50							$1,750.00
Report Printing, Binding, Tabbing	2	each	$50.00							$100.00
SUBTOTAL DIRECT EXPENSES										**$5,025.00**

SUMMARY	
TOTAL LABOR COSTS	$1,862,320.00
OTHER DIRECT EXPENSES	$5,025.00
TOTAL	**$1,867,345.00**

FEE SCHEDULE

PRIME PROVIDER: TEDSI
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
MORTON RD AT FM 2855, AT SCHLIPF RD, AT BARTLETT RD AND AT PITTS RD (4 LOCATONS)													
GENERAL													
DATA COLLECTION (TRAFFIC COUNTS - 12-HR COUNT & SPOT SPEED SURVE	2		15		35				1	53	NA	NA	NA
PROJECT MEETINGS	6		6							12	NA	NA	NA
TXDOT PERMIT										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	4		16		18					38	NA	NA	NA
PROJECT ADMINISTRATION	4		8						2	14	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	2		16		20			36		74	NA	NA	NA
										0	NA	NA	NA
SIGNAL WARRANT ANALYSIS	2		60		120			2	1	185	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES										0	NA	NA	NA
ASSIST WITH PREPARATION OF PER										0	NA	NA	NA
ASSIST WITH PER MEETING	3		3							6	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
SIGNALIZATION DETAILS	8		130		270			380	4	792	SHEETS	30	26
										0	NA	NA	NA
PREPARATION OF STANDARDS	1		2		3					6	SHEETS	8	1
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1		16		16					33	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1		10							11	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS	4		4							8	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	**8**		**8**							16	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2		4		10			20		36	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		36							38	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS	2		12							14	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS	2		12		16			30		60	NA	NA	NA
HOURS SUB-TOTALS	54	0	358	0	508	0	0	468	8	1,396		38	
CONTRACT RATE PER HOUR	$350.91	$314.92	$256.44	$215.96	$175.46	$184.45	$160.00	$155.22	$130.46			# OF SHEETS	
TOTAL LABOR COSTS	$18,949.33	$0.00	$91,803.80	$0.00	$89,132.05	$0.00	$0.00	$72,641.84	$1,043.71	$273,570.74			
LABOR SUBTOTAL										**$273,570.74**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	500	mile	$0.700	or current IRS rate						$350.00
Overnight mail - letter size		each	$15.00							$0.00
Overnight mail - oversized box		each	$25.00							$0.00
Photocopies B/W (8.5 x 11)		each	$0.10							$0.00
Photocopies B/W (11 x 17)	500	each	$0.25							$125.00
SUBTOTAL DIRECT EXPENSES										**$475.00**

SUMMARY	
TOTAL LABOR COSTS	$273,570.74
OTHER DIRECT EXPENSES	$475.00
TOTAL	**$274,045.74**

FEE SCHEDULE

PRIME PROVIDER: Linfield, Hunter & Junius, Inc.
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION		2			4					6	NA	NA	NA
PROJECT MEETINGS (Assume 6)	6									6	NA	NA	NA
PROJECT ADMINISTRATION	12									12	NA	NA	NA
PRELIMINARY ENGINEERING													
GEOTECH COORDINATION		2			4					6	NA	NA	NA
CONCRETE PROTECTIVE SLAB CALCULATIONS (ASSUME 10 LOCATIONS)	1	2	4		20					27	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES		2			8					10	NA	NA	NA
ASSIST WITH PREPARATION OF PER (CONCRETE PROTECTIVE SLABS)	1	2	4		16			16		39	NA	NA	NA
ASSIST WITH PER MEETING	2									2	NA	NA	NA
FINAL DESIGN													
CONCRETE PROTECTIVE SLAB DETAILS (ASSUME 10 LOCATIONS)	1	2	4		12			24		43	NA	NA	NA
MISCELLENAEOUS DETAILS	1	2	4		24			24		55	NA	NA	NA
PREPARATION OF STANDARDS	1	2	4		12				6	25	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1	3	6		12					22	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1	4	8		16				6	35	NA	NA	NA
ADDITIONAL SERVICES													
AIR BRIDGE DESIGN													
AIR BRIDGE CALCULATIONS (PRELIMINARY) (ASSUME 20 LOCATIONS)	4	20	40		200					264	NA	NA	NA
ASSIST WITH PREPARATION OF PER (AIR BRIDGES) (ASSUME 20)	2	4	12		40			168		226	NA	NA	NA
AIR BRIDGE CALCULATIONS (FINAL) (ASSUME 20 LOCATIONS)	4	40	160		600					804	NA	NA	NA
AIR BRIDGE LAYOUT (ASSUME 20 LOCATIONS)	2	8	40		160			320		530	NA	NA	NA
AIR BRIDGE TYPICAL SECTIONS	1	1	2		8			16		28	NA	NA	NA
AIR BRIDGE FOUNDATION LAYOUTS (ASSUME 20 LOCATIONS)	1	4	8		80			160		253	NA	NA	NA
AIR BRIDGE SLAB PLAN DETAILS (ASSUME 20 LOCATIONS)	4	20	40		200			800		1064	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1	2	4		28					35	NA	NA	NA
CONSTRUCTION PHASE SERVICES													
PRE-BID MEETING	1									1	NA	NA	NA
RESPOND TO QUESTIONS	1	1	2		4			4	1	13	NA	NA	NA
PRE-CONSTRUCTION MEETING	1									1	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	8	8								16	NA	NA	NA
PREPARATION OF CHANGE ORDERS	1	1			2				1	5	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2	4	8		56					70	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	1	2	4		8					15	NA	NA	NA
RESPOND TO RFIS	1	2	2		4					9	NA	NA	NA
ANSWER GENERAL QUESTIONS	1	2	2		4					9	NA	NA	NA
PROVIDE RECORD DRAWINGS	4				24			24		52	NA	NA	NA
HOURS SUB-TOTALS	67	142	358	0	1,546	0	0	1,556	14	3,683		0	
CONTRACT RATE PER HOUR	$290.00	$230.00	$190.00	$145.00	$135.00			$125.00	$70.00			# OF SHEETS	
TOTAL LABOR COSTS	$19,430.00	$32,660.00	$68,020.00	$0.00	$208,710.00	$0.00	$0.00	$194,500.00	$980.00	$524,300.00			
LABOR SUBTOTAL										**$524,300.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	360	mile	$0.700	or current IRS rate						$252.00
Overnight mail - letter size		each	$15.00							$0.00
Overnight mail - oversized box		each	$25.00							$0.00
Photocopies B/W (8.5 x 11)		each	$0.10							$0.00
Photocopies B/W (11 x 17)		each	$0.25							$0.00
SUBTOTAL DIRECT EXPENSES										**$252.00**

FEE SCHEDULE

SUMMARY	
TOTAL LABOR COSTS	$524,300.00
OTHER DIRECT EXPENSES	$252.00
TOTAL	**$524,552.00**

FEE SCHEDULE

SUBPROVIDER: CONSOR
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENV PLANNER	PROJECT ENV PLANNER	JUNIOR ENV PLANNER	FIELD GEOLOGIST/ SCIENTIST	FIELD PROJECT MANAGER	GIS TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL												
DATA COLLECTION / FIELD RECONNAISSANCE		2	4	20			16		42	NA	NA	NA
PROJECT MEETINGS (up to 4 meetings)		8	8	4					20	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES (up to 2 meetings)		4	8						12	NA	NA	NA
PROJECT ADMINISTRATION (up to 4 months)		8						32	40	NA	NA	NA
PRELIMINARY ENGINEERING									0	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION (preparation of Constraints Map)		2	4	8			16		30	NA	NA	NA
PREPARATION OF PER (Environmental Constraints Report - up to 2 rounds of review)		4	8	24			8		44	NA	NA	NA
PER MEETING (assumes one in person meeting)		2	2						4	NA	NA	NA
FINAL DESIGN									0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL		2	4	4					10	NA	NA	NA
									0			
Task 1 - Phase I Environmental Site Assessment									0			
Task 2 - WOTUS Assessment									0			
Task 3 - T&E Assessment									0			
Task 4 - Cultural Resources Desktop Assessment									0			
HOURS SUB-TOTALS	0	32	38	60	0	0	40	32	202		0	
CONTRACT RATE PER HOUR		$276.00	$218.00	$117.00			$133.00	$75.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$8,832.00	$8,284.00	$7,020.00	$0.00	$0.00	$5,320.00	$2,400.00	$31,856.00			
LABOR SUBTOTAL									**$31,856.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
ASTM Haz Mat Search (based on land use density and length of project)	1	each	$ 800.00						$800.00
Mileage	500	mile	$0.700						$350.00
Overnight mail - letter size		each							$0.00
Overnight mail - oversized box		each							$0.00
Photocopies B/W (8.5 x 11)		each							$0.00
Photocopies B/W (11 x 17)		each							$0.00
SUBTOTAL DIRECT EXPENSES									**$1,150.00**

SUMMARY	
TOTAL LABOR COSTS	$31,856.00
OTHER DIRECT EXPENSES	$1,150.00
TOTAL	**$33,006.00**

FEE SCHEDULE

SUBPROVIDER: B2Z Engineering
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	GEOTECHNICAL ENGINEER	ENGINEER PROJECT	ENGINEER DESIGN	FIELD TECHNICIAN / LOGGER	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins	1	2	4						4	11	N/A	N/A
Field Personnel and Management During Drilling	2	4	8					6	4	24	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation	1	4	8						2	15	N/A	N/A
Pavement Design (Rigid)	2	8	16					8	4			
Preliminary Geotechnical Report with Bridge Recommendations	2	12	24					4	4	46	N/A	N/A
Final Geotechnical Report with Bridge Recommendations	2	8	16					2	8	36	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal	2	4	8						8	22	N/A	N/A
HOURS SUB-TOTALS	12	42	84	0	0	0	0	20	34	192		
CONTRACT RATE PER HOUR	$245.39	$216.52	$162.39					$101.04	$83.00			
TOTAL LABOR COSTS	$2,944.68	$9,093.84	$13,640.76	$0.00	$0.00	$0.00	$0.00	$2,020.80	$2,822.00	$30,522.08		
% DISTRIBUTION OF STAFFING	6.25%	21.88%	43.75%	0.00%	0.00%	0.00%	0.00%	10.42%	17.71%			
SUBTOTAL FC 102 (110)										**$30,522.08**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	GEOLOGIST JUNIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	12	42	84	0	0	0	0	20	34	192	$30,522.08
SUBTOTAL LABOR EXPENSES	12	42	84	0	0	0	0	20	34		$30,522.08

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Atterberg limits	48	ASTM D4318	$135.00	each					$6,480.00
Unconfined Compressive Strength (Soil)		ASTM D2166		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	180	N/A	$38.00	LF					$6,840.00
Soil Boring/Rock Coring without TCP (> 60 ft.)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips		N/A		LF					$0.00
Determining Moisture Content in Soil Materials	72	Tex-103-E	$12.00	each					$864.00
Determining Liquid Limits of Soils		Tex-104-E		each					$0.00
Determining Plastic Soil Limits		Tex-105-E		each					$0.00
Calculating the Plasticity Index of Soils		Tex-106-E		each					$0.00
Full Sieve Gradation & Hydrometer	4	Tex-110-E	$90.00	each					$360.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	48	Tex-111-E	$60.00	each					$2,880.00
Determining Sulfate Content in Soils - Colorimetric Method	12	Tex-145-E	$95.00	each					$1,140.00
California Bearing Ratio with Standard Proctor		ASTM D-1883		each					$0.00
Triaxial UU compression		ASTM D-2850		each					$0.00
Triaxial CU compression		ASTM D-4767		each					$0.00
Specific Gravity		ASTM D-854		each					$0.00
Lime Series Testing (pH Relation)	6	Tex-121-E Part III	$400.00	each					$2,400.00
Particle size analysis with hydrometer		ASTM D-7928		each					$0.00
Double Hydrometer Test		ASTM D-4221		each					$0.00
SUBTOTAL UNIT COSTS									**$20,964.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage			$0.700	mile					$0.00
Mobilization and Demobilization of Drilling Rig	3		$475.00	Day					$1,425.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	3		$2,500.00	Day					$7,500.00
3" diameter borings (0' to 30')	0		$27.00	feet					$0.00
Pavement Hole Patch for Bores in Rdwy (ACP Cold-Mix)	12	150	$150.00	each					$1,800.00
Install 1 piezometers to 20'	0		$26.00	feet					$0.00
Plugging/abandoning of piezomter	0		$21.00	feet					$0.00
SUBTOTAL DIRECT EXPENSES									**$10,725.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$30,522.08
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$20,964.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$10,725.00
GRAND TOTAL	$62,211.08

FEE SCHEDULE

SUBPROVIDER: WEISSER
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	FIELD COORDINATOR	SURVEY TECHNICIAN	CADD TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP								0		
ABSTRACTING/PREPARE ABSTRACT MAP			24	6	80	50	1	161	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS			24	6	80	50	1	161	N/A	N/A
PREPARE PARCEL PLATS AND FIELD NOTES								0		
PREPARE FINAL RIGHT-OF-WAY SHEETS			17		60	30	2	109	N/A	N/A
HOURS SUB-TOTALS	0	0	65	12	220	130	4	431	0	
CONTRACT RATE PER HOUR			$175.00	$110.00	$125.00	$100.00	$75.00			
TOTAL LABOR COSTS	$0.00	$0.00	$11,375.00	$1,320.00	$27,500.00	$13,000.00	$300.00	$53,495.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	15.08%	2.78%	51.04%	30.16%	0.93%			
SUBTOTAL FC 145								**$53,495.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	FIELD COORDINATOR	SURVEY TECHNICIAN	CADD TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS, TRACKING, REPORTS								0	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP			15					15	N/A	N/A
PREPARE CONTROL AND DATA SHEETS			20	6	110	110	6	252		
FIELD SURVEY OF EXISTING IMPROVEMENTS; DRAINAGE CROSS SECTIONS OBSCURED FEATURES, CULVERTS, VISIBLE UTILITIES			40	28			15	83	N/A	N/A
MERGE AND UPDATE DTM AND TIN FILES			20		20	60	15	115	N/A	N/A
MERGE AND UPDATE PLANIMETRIC (DGN) FILES			20		20	80	15	135	N/A	N/A
MAPPING; DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, CROSS SECTIONS			40		40	160	15	255	N/A	N/A
HOURS SUB-TOTALS	0	0	155	34	190	410	66	855	0	
CONTRACT RATE PER HOUR			$175.00	$110.00	$125.00	$100.00	$75.00			
TOTAL LABOR COSTS	$0.00	$0.00	$27,125.00	$3,740.00	$23,750.00	$41,000.00	$4,950.00	$100,565.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	18.13%	3.98%	22.22%	47.95%	7.72%			
SUBTOTAL FC 160 (150)								$100,565.00		

FEE SCHEDULE

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	0	0	65	12	220	130	4	431	$53,495.00
DESIGN SURVEY	0	0	155	34	190	410	66	855	$100,565.00
SUBTOTAL LABOR EXPENSES	0	0	220	46	410	540	66		$154,060.00

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
ESTABLISH HORIZONTAL AND VERTICAL CONTROL	70	$ 155.00	HOUR				$10,850.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS	100	$ 155.00	HOUR				$15,500.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA	350	$ 155.00	HOUR				$54,250.00
RIGHT-OF-WAY STAKING	3	$ 13,060.00	EA				$39,180.00
PARCEL SURVEYS	50	$ 2,955.00	EA				$147,750.00
SURVEY SOIL BORING LOCATIONS	1	$ 3,530.00	EA				$3,530.00
SURVEY SUE INFORMATION	6	$ 3,730.00	EA				$22,380.00
SET ROW MONUMENTS AND PARCEL CORNERS			HOUR				$0.00
SUBTOTAL UNIT COSTS	580						**$293,440.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage		$0.700	mile				$0.00
Certified Letter Return Receipt			each				$0.00
Standard Postage			each				$0.00
Deed Copies			sheet				$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$154,060.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$293,440.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$0.00
GRAND TOTAL	$447,500.00

FEE SCHEDULE

SUBPROVIDER: PAPE-DAWSON ENGINEERS
PROJECT NAME: MORTON ROAD

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering												
Utility Base Layouts	2				40	40	8			90	N/A	N/A
Utility Coordination Meetings (Attendance only, Coordinated by Program Mgr.)	24					16	84			124	N/A	N/A
Utility Kick Off Mtg & Field Review	8						8			16	N/A	N/A
Utility Conflict Matrix, CAD file and Contact List. Progress Mtgs w State and it's reps	12				42	42	24		12	132	N/A	N/A
Utility Coordination												
HOURS SUB-TOTALS	46	0	0	0	82	98	124	0	12	362		
CONTRACT RATE PER HOUR	$380.00				$135.00	$140.00	$190.00		$100.00			
TOTAL LABOR COSTS	$17,480.00	$0.00	$0.00	$0.00	$11,070.00	$13,720.00	$23,560.00	$0.00	$1,200.00	$67,030.00		
% DISTRIBUTION OF STAFFING	12.71%	0.00%	0.00%	0.00%	22.65%	27.07%	34.25%	0.00%	3.31%			
SUBTOTAL										**$67,030.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH	TOTAL COSTS
Utility Engineering	46	0	0	0	82	98	124	0	12	362	$67,030.00
SUBTOTAL LABOR EXPENSES	46	0	0	0	82	98	124	0	12		$67,030.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT					
SUE Mobilization/Demobilization	660		$5.50	mile					$3,630.00
SUE (Quality Level D)	33,800		$0.40	LF					$13,520.00
SUE (Quality Level C)	33,800		$0.40	LF					$13,520.00
SUE (Quality Level B - Utility Designation)	16,900		$1.85	LF					$31,265.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft	35		$1,500.00	each	20				$52,500.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	35		$1,750.00	each	10				$61,250.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft	2		$1,900.00	each	50				$3,800.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft	0		$2,500.00	each	4				$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft	0		$175.00	FT					$0.00
One (1) Designating Person with equipment	16		$150.00	hour					$2,400.00
Two (2) Designating Person with equipment	16		$200.00	hour					$3,200.00
Two (2) Person Vacuum Excavation with equipment	0		$300.00	hour					$0.00
Coring and repairing the pavement includes labor, equipment, and materials	2		$250.00	each					$500.00
SUBTOTAL UNIT COSTS					84				**$185,585.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage	0		$0.700	mile	or current IRS rate				$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1		$5,250.00	day					$5,250.00
SUBTOTAL DIRECT EXPENSES									**$5,250.00**

FEE SCHEDULE

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$67,030.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$185,585.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$5,250.00
GRAND TOTAL	$257,865.00

EXHIBIT B - BASIC SERVICES FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
MORTON RD AT FM 2855, AT SCHLIPF RD, AT BARTLETT RD AND AT PITTS RD													
FOUR (4) LOCATONS													
GENERAL													
DATA COLLECTION (TRAFFIC COUNTS - 12-HR COUNT & SPOT SPEED SURVEY)	2		15		35				1	53	NA	NA	NA
PROJECT MEETINGS	6		6							12	NA	NA	NA
TXDOT PERMIT										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	4		16		18					38	NA	NA	NA
PROJECT ADMINISTRATION	4		8						2	14	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	2		16		20			36		74	NA	NA	NA
PERFORM A TRAFFIC STUDY										0	NA	NA	NA
SIGNAL WARRANT ANALYSIS	2		60		120			2	1	185	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES										0	NA	NA	NA
ASSIST WITH PREPARATION OF PER										0	NA	NA	NA
ASSIST WITH PER MEETING	3		3							6	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
SIGNALIZATION DETAILS	8		130		270			380	4	792	NA	30	26
ILLUMINATION DETAILS										0	NA	NA	NA
PREPARATION OF STANDARDS	1		2		3					6	NA	8	1
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1		16		16					33	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1		10							11	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS	4		4							8	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	**8**		**8**							16	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2		4		10			20		36	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		36							38	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS	2		12							14	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS	2		12		16			30		60	NA	NA	NA
HOURS SUB-TOTALS	54	0	358	0	508	0	0	468	8	1,396		38	
CONTRACT RATE PER HOUR	$350.91	$314.92	$256.44	$215.96	$175.46	$184.45	$160.00	$155.22	$130.46			# OF SHEETS	
TOTAL LABOR COSTS	$18,949.33	$0.00	$91,803.80	$0.00	$89,132.05	$0.00	$0.00	$72,641.84	$1,043.71	$273,570.74			
LABOR SUBTOTAL										**$273,570.74**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT		
Mileage	500	mile	$0.700	or current IRS Rate	$350.00
Overnight mail - letter size		each			$0.00
Overnight mail - oversized box		each			$0.00
Photocopies B/W (8.5 x 11)		each			$0.00
Photocopies B/W (11 x 17)	500	each	$0.10		$125.00
SUBTOTAL DIRECT EXPENSES					**$475.00**

SUMMARY	
BASIC SERVICES	
TOTAL LABOR COSTS	$273,570.74
OTHER DIRECT EXPENSES	$475.00
BASIC SERVICES TOTAL=	**$274,045.74**

LINFIELD, HUNTER & JUNIUS, INC.

Waller County Precinct 4
Project No. 23401 - Morton Road

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION		2			4					6	NA	NA	NA
PROJECT MEETINGS (Assume 6)	6									6	NA	NA	NA
PROJECT ADMINISTRATION	12									12	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
GEOTECH COORDINATION		2			4					6	NA	NA	NA
CONCRETE PROTECTIVE SLAB CALCULATIONS (ASSUME 10 LOCATIONS)	1	2	4		20					27	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES		2			8					10	NA	NA	NA
ASSIST WITH PREPARATION OF PER (CONCRETE PROTECTIVE SLABS)	1	2	4		16			16		39	Sheet	2	20
ASSIST WITH PER MEETING	2									2	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
CONCRETE PROTECTIVE SLAB DETAILS	1	2	4		12			24		43	Sheet	2	22
MISCELLENAEOUS DETAILS	1	2	4		24			24		55	Sheet	1	55
PREPARATION OF STANDARDS	1	2	4		12				6	25	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1	3	6		12					22	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1	4	8		16				6	35	NA	NA	NA
ADDITIONAL SERVICES - CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
PRE-BID MEETING	1									1	NA	NA	NA
RESPOND TO QUESTIONS	1	1	2		4			4	1	13	NA	NA	NA
PRE-CONSTRUCTION MEETING	1									1	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	8	8								16	NA	NA	NA
PREPARATION OF CHANGE ORDERS	1	1			2				1	5	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	1	2	4		16					23	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	1	2	4		8					15	NA	NA	NA
RESPOND TO RFIS	1	2	2		4					9	NA	NA	NA
ANSWER GENERAL QUESTIONS	1	2	2		4					9	NA	NA	NA
PROVIDE RECORD DRAWINGS	2				16			16		34	NA	NA	NA
ADDITIONAL SERVICES - AIR BRIDGES													
AIR BRIDGE CALCULATIONS (PRELIMINARY) (ASSUME 20 LOCATIONS)	4	20	40		200					264	NA	NA	NA
ASSIST WITH PREPARATION OF PER (AIR BRIDGES) (ASSUME 20)	2	4	12		40			168		226	Sheet	21	11
AIR BRIDGE CALCULATIONS (FINAL) (ASSUME 20 LOCATIONS)	4	40	160		600					804	NA	NA	NA
AIR BRIDGE LAYOUT (ASSUME 20 LOCATIONS)	2	8	40		160			320		530	Sheet	20	27
AIR BRIDGE TYPICAL SECTIONS	1	1	2		8			16		28	Sheet	1	28
AIR BRIDGE FOUNDATION LAYOUTS (ASSUME 20 LOCATIONS)	1	4	8		80			160		253	Sheet	20	13
AIR BRIDGE SLAB PLAN DETAILS (ASSUME 20 LOCATIONS)	4	20	40		200			800		1064	Sheet	40	27
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1	2	4		28					35	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	1	2	4		40					47	NA	NA	NA
PROVIDE RECORD DRAWINGS	2				8			8		18	NA	NA	NA
HOURS SUB-TOTALS	67	142	358	0	1,546	0	0	1,556	14	3,683		107	
CONTRACT RATE PER HOUR	$290.00	$230.00	$190.00	$145.00	$135.00	$220.00	$135.00	$125.00	$70.00			# OF SHEETS	
TOTAL LABOR COSTS	$19,430.00	$32,660.00	$68,020.00	$0.00	$208,710.00	$0.00	$0.00	$194,500.00	$980.00	$524,300.00			
LABOR SUBTOTAL										**$524,300.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	360	mile	$0.700							$252.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)		each								$0.00
Photocopies B/W (11 x 17)		each								$0.00
SUBTOTAL DIRECT EXPENSES										**$252.00**

SUMMARY	
TOTAL LABOR COSTS	$524,300.00
OTHER DIRECT EXPENSES	$252.00
TOTAL	**$524,552.00**

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses

Gannett Fleming

Job Classification	Maximum Raw Salary Rate
Principal	$150.00
Senior Project Manager	$130.00
Deputy Project Manager	$125.00
Support Manager	$125.00
Senior Tolling Advisor	$120.00
Quality Manager	$120.00
Senior Project Engineer	$100.00
Project Engineer	$75.00
Design Engineer	$70.00
Senior Traffic Engineer	$100.00
Traffic Engineer	$75.00
Senior Structural Engineer	$100.00
Structural Engineer	$80.00
Senior Electrical Engineer	$100.00
Electrical Engineer	$80.00
Engineer-In-Training II	$65.00
Engineer-In-Training I	$55.00
Senior CADD Technician	$50.00
CADD Technician	$45.00
Junior CADD Technician	$40.00
Senior Engineering Technician	$55.00
Engineering Technician	$50.00
Junior Engineering Technician	$40.00
Senior Scheduler	$75.00
GIS Specialist	$75.00
GIS Technician	$60.00
Survey Project Manager (TX RPLS)	$90.00
Project Manager (TX RPLS)	$80.00
Survey Technician	$50.00
3-Person Survey Crew	$120.00
4-Person Survey Crew	$150.00
SUE Project Manager	$120.00
SUE Senior Engineer	$80.00
SUE Project Engineer	$65.00
SUE Engineer-In-Training	$55.00
SUE Engineering Technician	$55.00
Senior Utilities Coordinator	$95.00
Administrative / Clerical	$40.00

Appendix C
Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: $1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and Gradient Group, LLC**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Cochran Road from approximately Old Houston Highway to Brumlow Road in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 262, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the Engineer

under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$743,737.35** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$96,721.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

(1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

(2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

b. It is understood and agreed that monthly payments will be made to the Engineer by the

County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of **$840,458.35** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Appendix C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Stephanie Anderson, PE, LEED AP, ENV SP, Gradient Group, LLC, 3151 Briarpark Drive, Suite 225 Houston, TX 77042, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours of Engineer becoming aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts known to Engineer pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in section 809.001 of the Texas

Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:	ENGINEER:
WALLER COUNTY	Gradient Group, LLC
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Stephanie Anderson
_____	_____
Date	Date

ATTEST:

_____
Debbie Hollan, County Clerk

Approved:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $840,458.35 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

The project consists of reconstructing approximately 4,500 linear feet of Cochran Road from Old Houston Highway to Brumlow Road. The existing roadway is a 2-lane asphalt road with proposed improvements to include a 2-lane asphalt roadway with widening for turn lanes where needed, incorporating a center turn lane and intersection improvements.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect available land plans, existing as-built plans, drainage studies, survey data, and other data pertaining to the design of the project that is publicly available.
- Attend monthly progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development. (12 months)
- The Engineer shall coordinate with the governing drainage district and water authorities.
- The Engineer shall coordinate with local permitting agencies.
- The Engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, LIDS, HOAs, and POAs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate.
- The Engineer shall perform QA/QC at submittal levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

2. Preliminary Engineering

- **SURVEY** – The surveyor will perform a detailed field survey for the detailed design phase. The survey scope will include the following:

  Control and Design Surveys: The surveyor will establish project control as detailed in Chapter 6 of the Design Manual. Elevations will be referenced to the nearest NGS Height Modernization benchmarks. Temporary benchmarks will be set, and the design baseline will be monumented at a maximum 1,000-foot spacing between points. The Design Baseline will be staked at all PCs, PTs, and PIs, and at the beginning, end, and 1,000-foot stations. The surveyor will prepare a survey control map showing all survey control, Temporary Benchmarks, Design Baseline, and all side street construction centerlines.

The surveyor will perform topographic surveys within the existing ROW and 25 feet beyond the existing and proposed ROW as detailed in Chapter 6 of the Design Manual. The total length of survey is 6,257 linear feet, including 5,357 feet along Cochran Road and 100 feet along intersecting roads within the project limits. Roadway cross sections will be taken at intervals of 100 feet. The surveyor will request Right of Entry from adjoining private landowners and provide copies of all correspondence and a tracking report. Structures in clear view and within 100 feet of the existing or proposed ROW will be surveyed. Visible utilities will be surveyed. Buried utilities will be marked and surveyed by the SUE consultant. The surveyor will survey the location of up to 15 geotechnical borings after they are drilled and provide coordinates and elevations in a text file and the topographic survey CAD file. A separate field mobilization will be necessary for this task. Deliverables will be provided as specified in Section 6.1.M. of the Design Manual.

The surveyor will also perform the following services after the work described above is completed in support of efforts by others related to clearing, utility relocation, or other purposes, up to three separate times as needed:

A. Recover, verify, and flag Design Baseline points, survey control points, and benchmarks.
B. Set lathes at 100-foot intervals along ROW tangents and 50-foot intervals along curves.

Right of Way Surveys: The surveyor will survey property corners, perform easement and property ownership research, and prepare a preliminary ROW graphics file showing property ownership along the ROW and the location and widths of the existing ROW. Once ROW needs have been determined and approved by Waller County, the surveyor will prepare a final ROW Map, a table listing each parcel and the parcel number, and a Parcel Map and a Metes-and-Bounds Description for a total of 2 parcels to be acquired for the project. The ROW map and parcel exhibits will be prepared as described in Section 7.3., 7.4. and 7.5. of the Design Manual. The final ROW Map and parcel exhibits will meet the standards and specifications for a TSPS Category 1B, Condition II survey as specified in Section 6.1.L. of the Design Manual. All parcels will be staked in the field. Final deliverables will include KMZ and GIS files.

- **Subsurface Utility Engineer (SUE)** – The Engineer will perform detailed SUE QL A-D for the detailed design phase. The SUE scope will include:

  The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

  A. Quality Level ‘B’ through ‘D’ Utility Information & Designation – The Engineer will provide utility information, up to QL-“B”, along Cochran Rd from US 290 BUS to Brumlow Rd, approximately 1.0 Mi. See attached map in yellow.

  B. Quality Level A Utility Test Hole – The Engineer will excavate by air-vacuum or other minimally invasive methods up to Four (4) test holes on existing utilities along Cochran Rd from US 290 BUS to Brumlow Rd at locations to be determined. This work includes:

- Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.
- Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

This work includes:

A. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
B. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, The Engineer will search for detectible indications of the location of anticipated subsurface utilities.
C. Marking all locations that can be validated, using paint, flags or other devices.
D. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
E. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

This work does not include:

A. Right-of-Entry
B. Permitting
C. Paving coring
D. Traffic control for test holes

The Engineer shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The Engineer shall create and maintain a utility conflict matrix along the project length through the duration of the contract identifying potential known conflicts. The Engineer shall develop and maintain a utility contact list through the duration of the contract.

Deliverables:

A. Utility Conflict Matrix

- **GEOTECHNICAL** - The Engineer will perform geotechnical evaluation for pavement and subgrade preparation the final design phase.

A. Core/drill and sample a total of 11 geotechnical borings (each boring 500-ft spacing) within the area of the proposed development. The depth and number of borings were determined based on the Waller County Engineering Design Manual. The depth and number of borings are provided on the table below.

Table: Summary of Soil Core/Borings

Design Element	Number of Borings	Approximate Boring Depth (ft)	Approximate Total Footage (ft)
Morrison Road	11	10	110
Total	**11**	**-**	**110**

B. Obtain both disturbed and undisturbed samples continuously to a depth of 10 feet from the existing ground surface. Since the final grade elevation is not known at this time, sample collection will be based on the existing ground surface rather than the final grade elevation.
C. Obtain utilities clearance for all the boring locations by calling TX 811.
D. Provide traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services for the roadway borings in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and Waller County Standards, if necessary.
E. Measure groundwater levels in the borings during drilling and approximately 24 hours after the completion of drilling.
F. Backfill the borings with soil cutting after drilling. Mark the borings with spray marking/stakes that extend at least 3 feet above the ground surface, tie survey flagging near the top of the stakes, and label the stakes with the boring number. After the completion of our field activities, the client will be notified for surveying of the boring locations.
G. Perform laboratory tests to classify and determine the engineering properties of the subsurface Soil classifications will be performed in strict accordance with ASTM D 2487. The laboratory program may include the tests described in the Table below.

TABLE: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM/Standard Procedures
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Unconfined Compression Strength	ASTM D2166
California Bearing Ratio	ASTM D1883

Characterize the site subsoil and groundwater conditions and provide the results on the “gINT” boring logs. Perform engineering analyses to develop geotechnical recommendations including final concrete pavement recommendations (which will include pavement layer thickness) including subgrade stabilization requirements.

Conduct a desktop geological fault study, which may include reviewing existing fault maps along the project alignment or at the specific project site that could impact the project design. A detailed fault study (phases 1 through 3) is not included in our scope.

Submit a pdf file of a report following Waller County Engineering Design Manual which presents the results of the geotechnical investigation.

- **ENVIRONMENTAL** – The Engineer shall perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.

Desktop Environment Review
The Desktop Environmental Review will be performed for purposes of providing a limited review of conditions at the site and surrounding properties. The client is advised that this Desktop Environmental Review will not satisfy the requirements to qualify for landowner liability protections. The Desktop Environmental Review scope of work includes the following:

- Historical records review
- Regulatory records review
- Summary letter of findings and conclusions

A. Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available. will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be obtained and reviewed for the site:

- Historical topographic maps
- Aerial photographs (approximate 5 to 10-year intervals)
- City directories (approximate 5 -year intervals)
- Fire (Sanborn) insurance maps

B. Regulatory Records Review

Federal, state, and tribal databases, where applicable and within defined minimum search distances from the nearest property boundary, will be reviewed. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review, including client-provided reports and files. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre -Approval.

C. Report Preparation

A draft Desktop Environmental Review report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. Client comments will be considered prior to submittal of the final report.

Waters of the United States (WOTUS) Desktop Assessment

This scope item aims to assist the client in maintaining compliance with Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act. The results may determine the necessary level of United States Army Corps of Engineers (USACE) permitting and/or coordination. To achieve this, the Engineer will perform subtasks including a desktop review and report preparation as described below.

A. Desktop Review

Prior to visiting the site, a comprehensive desktop review will be conducted. This will include locating and examining relevant maps, aerial photographs, historical topographic maps, soil surveys, plant species data, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil surveys data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM). Additional pertinent data will also be reviewed to ensure a thorough understanding of site conditions.

This desktop review will aid the Engineer shall preliminarily identifying potential aquatic resources on the site. For larger sites, this process will help pinpoint areas of interest, allowing field efforts to be efficiently conducted. This approach minimizes unnecessary time, effort and costs associated with transecting the entire site. If field-based surveys are required for this project, then a change order may be necessary to account for that effort.

B. Report Preparation

The Engineer shall provide comprehensive reports typically address the applicable framework, describe the assessment, methodology, limitations, and findings, and provide site-specific conclusions and recommendations as appropriate. The WOTUS Delineation report will include a brief description of the project, method s/sampling procedures, and results as required by the USACE.

C. Task-Specific Limitations and Considerations

Wetlands are naturally-evolved and evolving systems. Effects of man -made disturbances, temporal variations (e.g., rainfall, season, drought), and subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions, and recommendations.

Cultural Resources Desktop Assessment

In Texas, cultural resources are reviewed at the federal level under Section 106 of the National Historic Preservation Act (NHPA) of 1966 (54 United States Code § 300101 et seq.), as amended, and the state Antiquities Code of Texas (ACT; Natural Resources Code, Chapter 191) and associated rules (Texas Administrative Code, Title 13, Chapter 26). The Texas Historical Commission (THC) and applicable federal agencies are responsible for managing cultural resource compliance in Texas.

It is understood that the proposed project will occur on lands owned or controlled by Waller County, a political subdivision of the State; therefore, compliance with the ACT would be required. Additionally, it is understood that no federal nexus (federal funding, permitting, or use of federal land) is anticipated at this time and coordination under Section 106 of the NHPA will not be required. If this information is not accurate, please inform the undersigned as soon as possible so that a revised scope, schedule, and/or budget may be determined, as needed.

The Engineer will prepare a cultural resources desktop assessment that contains information about the presence or probability of cultural resources within a one-mile Search Radius of the project site to assist the client in evaluating and complying with the ACT. This assessment will include the review of the Texas Archeological Sites Atlas restricted -access database, the National Register of Historic Places (NRHP) database, and the Texas Department of Transportation (TxDOT) Houston District PALM datasets, that assess the likelihood for buried precontact archeological sites in certain areas of Texas, as well as sources representing soils and geology mapped within the project site. The Engineer will review additional sources such as USGS topographic maps, aerial imagery, TxDOT online Historic Resources Aggregator, and the Texas Freedom Colonies Project Atlas which represents post- Bellum Black settlements and areas of cultural significance to Black communities. These sources will be consulted to identify previous cultural resources projects, known precontact or historic-period archeological sites, State Antiquities Landmarks, and historic properties listed or eligible for listing in the NRHP within the project site or the one -mile Search Radius. A field visit is not included as part of this task. If field -based surveys are required for this project, then a change order may be necessary to account for that effort.

The Engineer will present the results of these queries in a detailed report prepared with appropriate illustrations and tabulated data summaries. This assessment will include the professional opinion about the need for additional work, if warranted. Upon review and acceptance of the assessment by the client, the Engineer will coordinate this assessment with the appropriate regulatory agencies. By law, the THC, which serves as the State Historic Preservation Office, has 30 days to review and comment.

- Present a schematic roll plot for two alternatives with horizontal and vertical alignments.
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes correspondence with utility companies to the Program Manager.
- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify the ultimate project outfalls
  - Define drainage boundaries for the project
  - Size crossing using HEC-RAS
  - Provide existing vs proposed flows
  - We have assumed that a separate drainage meeting is not required
- Provide Drainage write up in PER.
- Provide updated construction cost estimate based on the preliminary design.
- Provide Preliminary Engineering Report
- Attend PER meeting at Waller County facility.
- Provide M&Bs for ROW taking after design is finalized at PER meeting.

Deliverable:

- PER Report
  - Design Survey
  - Geotechnical Report
  - SUE Borings
  - Environmental Report
  - Drainage Memo
  - Roll Plot
  - Utility Conflict Table
- AutoCAD File
- KMZ

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets at a 1” = 50’ scale
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from governing agencies (County & MUD) prior to bidding.
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare erosion control (SWPPP) details.
- Other Miscellaneous items. Prepare survey control maps, driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site during construction - 6 months
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.
- Construction staking not included

Cochran Road

Project Number 23303 (GG# 20500-0001)

Project Manager: Stephanie Anderson, PE

5/12/2025

BASIC SERVICES		**$**	**840,458.35**
PHASE 1	**Preliminary Engineering Report**	**$**	**453,530.35**
	1P - Pre-Design Study	$	187,323.00
	1D - Drainage		$81,024.00
	1S - Survey		$99,848.40
	1U - SUE		$49,660.95
	1G - Geotechnical		$18,759.00
	1E - Environmental		$16,915.00
Phase 2	**Engineering Design Services**	**$**	**290,207.00**
	2P - Design Plans	$	290,207.00
Phase 3	**Construction Phase Services**	**$**	**96,721.00**
	3P - Construction Phase Services		$96,721.00
TOTAL PROJECT COST		**$**	**840,458.35**

FEE SCHEDULE

TASK DESCRIPTION **GRADIENT PRIME**	SENIOR PROJECT MANAGER	SENIOR ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT		URS UNIT
GENERAL											
DATA COLLECTION		2		8	16			26	NA	NA	NA
PROJECT MEETINGS (12 months)	24	24		12				60	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	8	16		16				40	NA	NA	NA
PROJECT ADMINISTRATION	36	36					24	96	NA	NA	NA
PRELIMINARY ENGINEERING											
FIELD SURVEYING COORDINATION	16	8					4	28	NA	NA	NA
SUE COORDINATION	8	4					2	14	NA	NA	NA
GEOTECH COORDINATION	1	4					1	6	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION COORDINATION	2	2					2	6	NA	NA	NA
PREPARE 2 SCHEMATIC ROLL PLOT & KMZ	8	12	16	24	32	48		140	NA	NA	NA
EVALUATE ROW REQUIREMENTS	8	16		12		4		40	NA	NA	NA
UTILITY COORDINATION	8	16	20	32		8		84	NA	NA	NA
CONSTRUCTION COST ESTIMATES	2	4	8	8	4	8		34	NA	NA	NA
PREPARATION OF PER	8	12	20	16	8	16	4	84	NA	NA	NA
PER MEETING & PRESENTATION	8	12		8	4	8		40	NA	NA	NA
FINAL DESIGN											
TITLE SHEET		1	1	2		2		6	Sheets	1	6
OVERALL LAYOUT w/ HORIZONTAL DATA	1	1	2	8	12	12		36	Sheets	1	36
EXISTING TYPICAL SECTIONS (2 per Sheets)	1	2	2		2	8		15	Sheets	1	15
PROPOSED TYPICAL SECTIONS (2 per Sheets)	2	4	4	4	8	32		54	Sheets	2	27
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)	12	24	32	48	8	80		204	Sheets	10	20
ROADWAY DETAILS		4	8	8	8	32		60	Sheets	2	30
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50'; 4 per Sheet)	4	16	32	24	32	48		156	Sheets	20	8
CULVERT LAYOUT SHEETS	2	8	32	16	8	16		82	Sheets	4	21
DRAINAGE DETAILS		2	12		4	32		50	Sheets	2	25
DRAINAGE AREA MAPS (50 SCALE DOUBLE BANK)	2	4	6	8	12	16		48	Sheets	2	24
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)		8	16	32	10	64		130	Sheets	6	22
SIGNING AND STRIPING DETAILS		1	2		2	4		9	Sheets	4	2
TCP LAYOUTS (50 SCALE DOUBLE BANK)	4	16	32	24	30	36		142	Sheets	7	20
TCP DETAILS		1	2		2	6		11	Sheets	5	2
SW3P LAYOUTS (50 SCALE DOUBLE BANK)	2	8	24	28	24	36		122	Sheets	6	20
SW3P DETAILS		1	2		2	4		9	Sheets	2	5
MISCELLENAEOUS DETAILS		4	8		16	24		52	Sheets	2	26
UTILITY COORDINATION- LONOS	8	12	16	8				44	NA	NA	NA
DETAILED CONSTRUCTION COST ESTIMATE	2	4	8	24	4			42	NA	NA	NA
PRODUCE PROJECT MANUAL	1	16	16	8	4			45	NA	NA	NA
HOURS SUB-TOTALS	178	305	321	378	252	544	37	2,015		77	
CONTRACT RATE PER HOUR	$391.00	$357.00	$323.00	$170.00	$170.00	$153.00	$136.00			# OF SHEETS	
TOTAL LABOR COSTS	$69,598.00	$108,885.00	$103,683.00	$64,260.00	$42,840.00	$83,232.00	$5,032.00	$477,530.00			
LABOR SUBTOTAL								**$477,530.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT					
Mileage	1,250	mile	$0.700					$875.00
SUBTOTAL DIRECT EXPENSES								**$875.00**

SUMMARY	
TOTAL LABOR COSTS	$477,530.00
OTHER DIRECT EXPENSES	$875.00
TOTAL	**$478,405.00**

FEE SCHEDULE

TASK DESCRIPTION **GRADIENT PRIME - CA**	SENIOR PROJECT MANAGER	SENIOR ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT		URS UNIT
CONSTRUCTION PHASE SERVICES											
ADMINSTRATIVE DOCUMENTS	4	4					8	16	NA	NA	NA
ATTEND PRE-BID MEETING	4	4						8	NA	NA	NA
RESPOND TO QUESTIONS	4	8	8					20	NA	NA	NA
PRECONSTRUCTION MEETING	4	4						8	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	12	36	24					72	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2	4	24					30	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2	12	12	12				38	NA	NA	NA
RESPOND TO RFIS	4	24	24	24				76	NA	NA	NA
ANSWER GENERAL QUESTIONS	2	6	12					20	NA	NA	NA
PROVIDE RECORD DRAWINGS	2	2	2	4	2	4		16	NA	NA	NA
HOURS SUB-TOTALS	40	104	106	40	2	4	8	304		0	
CONTRACT RATE PER HOUR	$391.00	$357.00	$323.00	$170.00	$170.00	$153.00	$136.00			# OF SHEETS	
TOTAL LABOR COSTS	$15,640.00	$37,128.00	$34,238.00	$6,800.00	$340.00	$612.00	$1,088.00	$95,846.00			
LABOR SUBTOTAL								**$95,846.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT					
Mileage	1,250	mile	$0.700					$875.00
SUBTOTAL DIRECT EXPENSES								**$875.00**

SUMMARY	
TOTAL LABOR COSTS	$95,846.00
OTHER DIRECT EXPENSES	$875.00
TOTAL	**$96,721.00**

FEE SCHEDULE

TASK DESCRIPTION **DRAINAGE - GRADIENT**	DEPUTY PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	TOTAL LABOR HRS. & COSTS	UNIT	NO. OF UNITS	HOURS PER UNIT
GENERAL									
DATA COLLECTION	1	2		8		11	NA	NA	NA
PRELIMINARY ENGINEERING						0	NA	NA	NA
DRAINAGE ANALYSIS - EXISTING CONDITION	2	4	12	48		66	NA	NA	NA
DRAINAGE ANALYSIS - PROPOSED CONDITION	2	4	12	48		66	NA	NA	NA
SIZE ROADSIDE DITCH & CULVERTS INCLUDING HEC-RAS ANALYSIS	2	4	12	48		66	NA	NA	NA
DRAINAGE REPORT NARRATIVE	1	2	6	24		33	NA	NA	NA
DRAINAGE REPORT FIGURES	2	4	12	48	88	154	NA	NA	NA
HOURS SUB-TOTALS	10	20	54	224	88	396		0	
CONTRACT RATE PER HOUR	$391.00	$357.00	$340.00	$170.00	$153.00			# OF SHEETS	
TOTAL LABOR COSTS	$3,910.00	$7,140.00	$18,360.00	$38,080.00	$13,464.00	$80,954.00			
LABOR SUBTOTAL						**$80,954.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT			
Mileage	100	mile	$0.700			$70.00
SUBTOTAL DIRECT EXPENSES						**$70.00**

SUMMARY	
TOTAL LABOR COSTS	$80,954.00
OTHER DIRECT EXPENSES	$70.00
TOTAL	**$81,024.00**

FEE SCHEDULE

TASK DESCRIPTION **SURVEY - LANDTECH**	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEY TECHNICIAN	CAD TECHNICIAN	TOTAL LABOR HRS. & COSTS	NO OF DWGS	
RIGHT-OF-WAY (ROW) SURVEY							
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP							
PERFORM ABSTRACTING, SURVEY EXISTING PROPERTY AND ROW MONUMENTATION, AND PROVIDE PRELIMINARY ROW SHEETS SHOWING PRELIMINARY DETERMINATION OF PROPERTY OWNERSHIP AND EXISTING ROW WIDTHS.	3	12	50	44	109	N/A	N/A
PREPARE PRELIMINARY ROW MAP SHEETS SHOWING EXISTING AND PROPOSED ROW. AREAS TO BE ACQUIRED SHALL BE SHADED AND LABELED AND MEET WALLER COUNTY ROW MAP REQUIREMENTS.					0	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 2 PARCELS.	1	4	8	16	29		
PREPARE FINAL ROW MAP SET COMPLIANT WITH TSPS CATEGORY 1B, CONDITION II SPECIFICATIONS. PARCELS TO BE ACQUIRED SHALL BE SHADED AND LABELED AND MAP SHALL MEET WALLER COUNTY ROW MAP REQUIREMENTS. PROVIDE KMZ AND GIS DELIVERABLES.	3	9	15	28	55	N/A	N/A
HOURS SUB-TOTALS	7	25	73	88	193		
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00			
TOTAL LABOR COSTS	$1,610.00	$4,700.00	$9,490.00	$10,120.00	$25,920.00		
% DISTRIBUTION OF STAFFING	3.63%	12.95%	37.82%	45.60%			
SUBTOTAL FC 145					**$25,920.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY							
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPIES OF ROE LETTERS AND TRACKING REPORT.		1	4		5	N/A	N/A
ESTABLISH SURVEY CONTROL AT 1000-FOOT INTERVALS USING GPS RTK AND DIGITAL LEVEL LOOP. STAKE PROJECT BASELINE AT ALL PCs, PTs, PIS, AND AT BEGINNING, ENDING, AND 1000-FOOT STATIONS.	1	2	10		13	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	2	4		16	22		
PERFORM TOPOGRAPHIC SURVEY OF EXISTING ROADWAY, UTILITIES, DITCHES, FENCES, BRIDGES AND OTHER IMPROVEMENTS WHICH WILL EXTEND 20-FEET BEYOND EXISTING OR PROPOSED ROW. CROSS SECTIONS SHALL BE SURVEYED AT 100-FOOT INTERVALS. INTERSECTING STREETS WILL BE SURVEYED FOR A MINIMUM OF 100-FEET BEYOND PROPOSED PAVEMENT. STRUCTURES IN CLEAR VIEW AND WITHIN 100-FEET OF EXISTING OR PROPOSED ROW WILL BE TIED TO SURVEY. SURVEY STORM AND SANITARY SEWER FACILITIES INCLUDING FLOWLINES WHERE ACCESSIBLE. PROVIDE COPIES OF ALL POINT FILES, FIELD NOTES, AND DATA COLLECTION FILES. PROVIDE COPIES OF ALL POINT FILES, FIELD NOTES, AND DATA COLLECTION FILES.		2	13		15	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	2	7		48.5	57.5	N/A	N/A
SURVEY 20 GEOTECHNICAL BORINGS (REQUIRES SEPARATE MOBILIZATION)			2		2	N/A	N/A

FEE SCHEDULE

SURVEY SUE LEVEL B MARKINGS PLACED BY SUE TEAM MEMBER AND PROVIDE POINT FILES AND FIELD NOTES (REQUIRES SEPARATE MOBILIZATION)					0	N/A	
RECOVER, REFLAG, AND VERIFY BASELINE POINTS, SURVEY CONTROL POINTS, AND BENCHMARKS. RE-ESTABLISH MISSING POINTS AS NEEDED. THIS PROPOSAL PROVIDES FOR THIS SERVICE TO BE PERFORMED THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED.		3	18		21	N/A	N/A
SET LATHES AT 100-FOOT INTERVALS ALONG ALL ROW TANGENTS, AND AT 50-FOOT INTERVALS ALONG ALL ROW CURVES. THIS PROPOSAL PROVIDES FOR THIS SERVICE TO BE PERFORMED THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED.		5	27		32	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES	(WILL BE BASED ON A TIME AND MATERIALS BASIS)				0	N/A	N/A
HOURS SUB-TOTALS	5	24	74	64.5	167.5		
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00			
TOTAL LABOR COSTS	$1,150.00	$4,512.00	$9,620.00	$7,417.50	$22,699.50		
% DISTRIBUTION OF STAFFING	2.99%	14.33%	44.18%	38.51%			
SUBTOTAL FC 160 (150)					$22,699.50		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	7	25	73	88	193	$25,920.00
DESIGN SURVEY	5	24	74	65	168	$22,699.50
SUBTOTAL LABOR EXPENSES	12	49	147	153		$48,619.50

FEE SCHEDULE

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT	TOTAL
FIELD SURVEY - RIGHT-OF-WAY SURVEY	69	$ 200.00	HOUR	$ 13,800.00
FIELD SURVEY - DESIGN SURVEY	177	$ 200.00	HOUR	$ 35,400.00
FIELD SURVEY - ADDITIONAL SERVICES		$ 200.00	HOUR	$ -
SUBTOTAL UNIT COSTS	246			**$ 49,200.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT	TOTAL
Mileage	2,100	$0.700	mile	$1,470.00
Certified Letter Return Receipt	60	$8.95	each	$537.00
Standard Postage	30	$0.73	each	$21.90
Plat Copies per Page		$5.00	each	$0.00
Deed Copies per page		$1.00	sheet	$0.00
SUBTOTAL DIRECT EXPENSES				**$2,028.90**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$48,619.50
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$49,200.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$2,028.90
GRAND TOTAL	**$99,848.40**

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$ 25,920.00	$ 13,800.00	$ 420.00	$ 40,140.00
DESIGN SURVEY	$ 22,699.50	$ 35,400.00	$ 1,608.90	$ 59,708.40
ADD. SERVICES				
TOTAL	$ 48,619.50	$ 49,200.00	$ 2,028.90	$ 99,848.40

FEE SCHEDULE

TASK DESCRIPTION **SUE - TNP**	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING I	SENIOR UTILITY COORDINATOR	UTILITIES COORDINATOR					TOTAL LABOR HRS. & COSTS		
Utility Coordination													
1. Preliminary Conflict Analysis													
Obtain Design Files, Create Combined Design/SUE CAD Basefiles	2	2		2							6	N/A	N/A
Initial Conflict Analysis	2	3	12	12							29	N/A	N/A
Prepare Initial Utility Conflict Matrix	4	3	12		12						31	N/A	N/A
2. Final Conflict Analysis											0	N/A	N/A
Obtain Design Files, Create Combined Design/SUE CAD Basefiles	2	2		2							6	N/A	N/A
Final Conflict Analysis	3	3	12	12							30	N/A	N/A
Update Utility Conflict Matrix	5	3	9		12						29	N/A	N/A
HOURS SUB-TOTALS	18	16	45	28	24	0					131	#REF!	
CONTRACT RATE PER HOUR	$96.67	$96.67	$63.33	$56.67	$63.33	$56.67							
TOTAL LABOR COSTS	$1,740.06	$1,546.72	$2,849.85	$1,586.76	$1,519.92	$0.00					$9,243.31		
% DISTRIBUTION OF STAFFING	13.74%	12.21%	34.35%	21.37%	18.32%	0.00%							
SUBTOTAL FC 135 (135)											**$9,243.31**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Coordination	18	16	45	28	24	0	0	0	0	0	131	$9,243.31
SUBTOTAL LABOR EXPENSES	18	16	45	28	24	0	0	0	0	0		$9,243.31

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT						
SUE Mobilization/Demobilization	50		$5.65	mile						$282.50
SUE (Quality Level D)	2,500		$0.75	LF						$1,875.00
SUE (Quality Level C)	7,800		$0.85	LF						$6,630.00
SUE (Quality Level B - Utility Designation)	10,300		$2.00	LF						$20,600.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft	2		$2,400.00	each						$4,800.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	1		$2,600.00	each						$2,600.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft	1		$2,900.00	each						$2,900.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft			$3,300.00	each						$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft			$175.00	FT						$0.00
One (1) Designating Person with equipment			$55.00	hour						$0.00
Two (2) Designating Person with equipment	8		$73.33	hour						$586.64
Two (2) Person Vacuum Excavation with equipment			$350.00	hour						$0.00
Coring and repairing the pavement includes labor, equipment, and materials			$830.00	each						$0.00
SUBTOTAL UNIT COSTS										**$40,274.14**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT						
Mileage	205		$0.700	mile						$143.50
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)				day						$0.00
SUBTOTAL DIRECT EXPENSES										**$143.50**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$9,243.31
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$40,274.14
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$143.50
GRAND TOTAL	$49,660.95

FEE SCHEDULE

TASK DESCRIPTION **GEOTECHNICAL - HTS**	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS		
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins				2		1		4		7	N/A	N/A
Field Personnel and Management During Drilling				2		1		4		7	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation				10		2				12	N/A	N/A
Preliminary Geotechnocal Report			1	10		1				12	N/A	N/A
Final Geotechincal Report			2	10		1				13	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal			1	6		2				9	N/A	N/A
HOURS SUB-TOTALS	0	0	4	40	0	8	0	8	0	60	#REF!	
CONTRACT RATE PER HOUR	$100.00	$100.00	$176.00	$122.00	$122.00	$75.00	$100.00	$59.00	$100.00			
TOTAL LABOR COSTS	$0.00	$0.00	$704.00	$4,880.00	$0.00	$600.00	$0.00	$472.00	$0.00	$6,656.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	6.67%	66.67%	0.00%	13.33%	0.00%	13.33%	0.00%			
SUBTOTAL FC 102 (110)										**$6,656.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	GEOLOGIST JUNIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	0	0	4	40	0	8	0	8	0	60	$6,656.00
SUBTOTAL LABOR EXPENSES	0	0	4	40	0	8	0	8	0		$6,656.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Unconfined Compressive Strength (Soil)	17	ASTM D2166	$54.00	each					$918.00
Unconfined Compressive Strength (Rock)		ASTM D2938		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	110	N/A	$27.00	LF					$2,970.00
Soil Boring/Rock Coring without TCP (> 60 ft.)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips		N/A		LF					$0.00
Pavement Coring	11	N/A	$180.00	each					$1,980.00
Determining Moisture Content in Soil Materials	17	ASTM D 2216	$12.00	each					$204.00
Determining Atterberg Limits of Soils	17	ASTM D 4318	$76.00	each					$1,292.00
Determining Plastic Soil Limits		Tex-105-E		each					$0.00
Calculating the Plasticity Index of Soils		Tex-106-E		each					$0.00
Particle Size Analysis of Soils		Tex-110-E		each					$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	17	ASTM D 1140	$59.00	each					$1,003.00
Determining Sulfate Content in Soils - Colorimetric Method		Tex-145-E		each					$0.00
California Bearing Ratio with Standward Proctor	2	ASTM D1883	$1,023	each					$2,046.00
SUBTOTAL UNIT COSTS									**$10,413.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage				mile					$0.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	1		$746.00	LS					$746.00
Traffic Control Services - including signage & cones) - by 2 non certified technicians	2		$472.00	day					$944.00
SUBTOTAL DIRECT EXPENSES									**$1,690.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$6,656.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$10,413.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$1,690.00
GRAND TOTAL	**$18,759.00**

FEE SCHEDULE

TASK DESCRIPTION **ENVIRONMENTAL - TERRACON**	PRINCIPAL	SENIOR GEOLOGIST/ SCIENTIST	PROJECT GEOLOGIST/ SCIENTIST	SENIOR STAFF GEOLOGIST/ SCIENTIST	STAFF GEOLOGIST/ SCIENTIST	FIELD GEOLOGIST/ SCIENTIST	CAD/GIS OPERATOR II	CONTRACT ADMIN SPECIALIST	ADMINISTRATIVE ASSISTANT	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION										0	NA	NA	NA
PROJECT MEETINGS										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA
PROJECT ADMINISTRATION										0	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION										0	NA	NA	NA
PREPARATION OF PER										0	NA	NA	NA
PER MEETING										0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA
										0			
Task 1 - Desktop Environmental Review			4	20			6	2	2	34			
Task 2 - Waters of the U.S. Desktop Review	2	2		26	12		20	2	2	66			
Task 3 - Cultural Desktop Review		4			12				2				
HOURS SUB-TOTALS	2	6	4	46	24	0	26	4	6	118			
CONTRACT RATE PER HOUR	$220.00	$210.00	$180.00	$150.00	$130.00	$110.00	$110.00	$100.00	$90.00			# OF SHEETS	
TOTAL LABOR COSTS	$440.00	$1,260.00	$720.00	$6,900.00	$3,120.00	$0.00	$2,860.00	$400.00	$540.00	$16,240.00			
LABOR SUBTOTAL										**$16,240.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Database/Historical Resources Package (Desktop Environmental Review)	1	each	$ 675.00							$675.00
Mileage		mile	$ 0.75							$0.00
SUBTOTAL DIRECT EXPENSES										**$675.00**

SUMMARY	
TOTAL LABOR COSTS	$16,240.00
OTHER DIRECT EXPENSES	$675.00
TOTAL	**$16,915.00**

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses

GRADIENT	
Job Classification	**Maximum Raw Salary Rate**
Senior Project Manager	$115.00
Senior Project Engineer	$105.00
Project Engineer	$110.90
Design Engineer	$95.00
Engineer-In-Training II	$50.00
Engineer-In-Training I	$48.33
Senior CADD Technician	$50.00
CADD Technician	$45.00
Adm/Clerical	$40.00
Surveyor RPLS Senior	$62.00
Survey Technician	$43.00
2-Person Survey Crew	$200.00
2-Person Survey Crew	$245.00
Senior Engineering Technician	$24.00
Engineering Technician	$20.50
Junior Engineering Technician	$18.00
Senior Geologist/Scientist	$60.70
Project Geologist/Scientist	$53.00
Senior Staff Geologist/Scientist	$44.04
Staff Geologist/Scientist	$37.90
Field Geologist/Scientist	$32.85
CAD/GIS Operator II	$34.58
Contract Admin Specialist	$35.36
Senior Utility Coordinator	$63.33
Utilities Coordinator	$56.67

Appendix C
Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: $1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.

EVENT SCHEDULE PLANNER 2025

PROJECT/EVENT	WALLER COUNTY SEASONED ADULTS EVENTS
ORGANIZER	PRAIRIE VIEW CHAPTER TOP LADIES OF DISTINCTION, INCORPORATED

To get started right away, just click any placeholder text (such as this) and start typing to replace it with your own.

	STARTING	ENDING
PHASE 1	Date 08/01	Date 08/01
PHASE 2	Date 08/08	Date 08/08
PHASE 3	Date 08/18	Date 08/18
PHASE 4	Date 08/25	Date 08/25
PHASE 5	Date 08/29	Date
PHASE 6	Date 09/08	Date
PHASE 7	Date 09/15	
PHASE 8	Date 09/26	
PHASE 9	Date 10/06	
PHASE 10	Date 10/13	
PHASE 11	Date 11/10	

PROJECT PHASE DATE	STARTING TIME	ENDING TIME
Friday Game Day 08/01/2025	10:30 AM	12:00 PM
Breathing Exercises 08/08/2025	10:00 AM	11:30 AM
Zumba 08/18/2025	10:30 AM	11:30 AM
Yoga 08/25/2025	10:30 AM	11:30 AM
Tone & Stretch	Date TBD	Date TBD
Bingo 08/29/2025	10:30 AM	12:00 PM
Line Dancing 09/08/2025	10:30 AM	12:00 PM
Estate Planning 09/15/2025	10:30 AM	12:00 PM
Movie Watching 09/26/2025	10:30 AM	12:00 PM
Gardening Ideas 10/06/2025	10:30 AM	12:00 PM
First AID/CPR 11/17/2025	10:30 AM	12:00 PM
Computer Classes/Social Media 10/13/2025	10:30 AM	12:00 PM
Nutrition Classes 11/10/2025	10:30 AM	12:00 PM
Theatre Sign Up (van)	TBD	TBD

JANUARY						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

														31															30						
JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT AND EXTENSION OF THE AGREEMENT BETWEEN WALLER COUNTY AND DRC EMERGENCY SERVICES, LLC

This Amendment and Extension of the Agreement (Year 3) is entered into and effective as of the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), and DRC Emergency Services, LLC, with its principal place of business at 6702 Broadway Blvd., Galveston, Texas 77554 ("Contractor") (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, County and Contractor are Parties to the original agreement, entered into on May 10, 2023 pursuant to Request for Proposals 23-3-014, and approved by the Waller County Commissioners Court on that day;

WHEREAS, County and Contractor are Parties to a first extension term effective May 10, 2024, and also approved by the Waller County Commissioners Court on April 17, 2024;

WHEREAS, the Agreement is subject to three additional options to renew, each for a one (1) year term; and

WHEREAS, the Parties desire to amend the Agreement and extend the term for an additional one (1) year term beginning on the Effective Date of this Amendment and Extension;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, the Parties mutually agree that the foregoing is true and correct, and further mutually agree to amend the contract as follows:

SECTION 1. AMENDMENT

1.1 The Parties agree that the Term of the Agreement is hereby extended for a period of one (1) year beginning on May 10, 2025 and ending May 9, 2026, unless terminated earlier under any provisions of the Agreement. Following this Amendment and Extension, the Agreement shall be eligible for two additional one (1) year renewal periods by written amendment and mutual approval of the Waller County Commissioners Court and DRC Emergency Services, LLC.

1.2 The Parties agree that Amendment No. 1 entered into between the Parties on June 17, 2024 does not apply to the extension agreed to herein.

1.3 Except as expressly modified herein, all other terms and conditions of the Agreement and each of the previous Amendments shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Amendment and Extension and the Agreement and/or any of the previous Amendments, the terms and conditions of this Amendment shall prevail.

WALLER COUNTY

_____
Carbett "Trey" Duhon, III
Waller County Judge

Date: _____

CONTRACTOR

_____
Kristy Fuentes
VP, Administration and Compliance

Date: 5/13/25

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT AND EXTENSION OF THE AGREEMENT BETWEEN WALLER COUNTY AND THOMPSON CONSULTING SERVICES, LLC

This Amendment and Extension of the Agreement (Year 2) is entered into and effective as of the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), and Thompson Consulting Services, LLC, with its principal place of business at 2601 Maitland Center Parkway, Maitland, Florida 32751 ("Contractor") (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, County and Contractor are Parties to the original agreement ("Agreement") entered into pursuant to Request for Proposals 240417-30, approved by the Waller County Commissioners Court on May 29, 2024, and effective on June 3, 2024;

WHEREAS, the Agreement is subject to an option to renew for an additional one (1) year term;

WHEREAS, the Parties desire to amend the Agreement and extend the term for an additional one (1) year term; and

WHEREAS, Contractor requests a price increase for the current renewal term that aligns with changes to the Consumer Price Index for All Urban Consumers ("CPI-U");

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, the Parties mutually agree that the foregoing is true and correct, and further mutually agree to amend the contract as follows:

SECTION 1. AMENDMENT

1.1 The Parties agree that the Term of the Agreement is hereby extended for a period of one (1) year beginning on June 4, 2025 and ending June 3, 2026 ("First Renewal Term"), unless terminated earlier under any provision of the Agreement.

1.2 The Parties agree that the Hourly Rate Schedules for services performed during the First Renewal Term shall be as identified in the column labeled "April 2025" in Tables G-1, G-2, and G-3 in Exhibit A, attached hereto and incorporated herein for all purposes.

1.3 The Parties agree that Amendment No. 1 entered into between the Parties on June 17, 2024 does not apply to the First Renewal Term.

1.4 Except as expressly modified herein, all other terms and conditions of the Agreement and each of the previous Amendments shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Amendment and Extension and the Agreement and/or any of the previous Amendments, the terms and conditions of this Amendment shall prevail.

WALLER COUNTY

_____
Carbett "Trey" Duhon, III
Waller County Judge

Date: _____

CONTRACTOR

_____
Jon Hoyle
President

Date: 3/15/2025

EXHIBIT A

ATTACHMENT I

Series: CPI-U, U.S. City Average, All Items, 1982-84

	June 2024	April 2025
CPI for Current Period	314.175	320.795
Less CPI for Previous Period		314.175
Equals Index Point Change		6.620
Divided by Previous Period CPI		314.175
Equals		0.0211
Result Multiplied by 100		100
Equals Percent Change		2.11

Table G-1: Preparedness and Planning Services

Position	June 2024	April 2025
Emergency Management Consultant	85.00	86.79
Emergency Management Specialist	65.50	66.88
Office/Clerical	47.82	48.83

Table G-2: Debris Program Monitoring Rates

Position	June 2024	April 2025
Project Manager	65.00	66.37
Environmental Specialist	55.00	56.16
Data Manager	55.00	56.16
Field Supervisor	47.50	48.50
Debris Monitor	36.75	37.53

Table G-3: Post Disaster Grant Program Consulting Services

Position	June 2024	April 2025
Program Manager	135.00	137.85
Grant Management Specialist	125.00	127.64
Field Site Inspector	98.00	100.07
Data/Document Manager	85.00	86.79
Project Engineer	150.00	153.17

Lease Pricing PROPOSAL

Presented to Waller County Clerk's Office

By Dylan Alvarado

On 5/13/2025

Contract pricing utilizing Region 4 Bid / Omnia Bid#191104

Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	**C8255H2 (XEROX C8255H2)** - Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8155 S/N EHQ234841 Trade-In as of Payment 48	5/31/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8255H2	$193.67	1: Black and White Impressions	1 - 20,000 20,001+	Included $0.0061	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0556	
Total	$193.67	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of Waller County Clerk's Office. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 6/12/2025.

For any questions, please contact me at (979)260-3377

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Lease Agreement

Customer: COUNTY OF WALLER

BillTo: COUNTY OF WALLER
TREASURER
STE 316
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

Install: COUNTY OF WALLER
CLERK
BUSINESS STE 105
32225 US HWY 90
BROOKSHIRE, TX 77423

State or Local Government Negotiated Contract : 072816900

Solution

Item / Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8255H2 (XEROX C8255H2) - Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV Purchase Order Information - Product: AH9323	- Xerox C8155 S/N EHQ234841 Trade-In as of Payment 48	6/9/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8255H2	$193.67	1: Black and White Impressions	1 - 20,000 20,001+	Included $0.0061	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0556	
Total	$193.67	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Carbett Trey J. Duhon III Phone: (979)826-7711

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Dylan Alvarado
(979)260-3377

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Lease Agreement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8255H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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Lease Pricing PROPOSAL

Presented to Waller County Enviromental

By Dylan Alvarado

On 5/15/2025

Contract pricing utilizing Region 4 Bid / Omnia Bid#191104

Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8255H2 (XEROX C8255H2)	- Office Finisher - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8155 S/N EHQ221764 Trade-In as of Payment 51	5/29/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8255H2	$201.49	1: Black and White Impressions	1 - 20,000 20,001+	Included $0.0061	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0556	
Total	$201.49	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of Waller County Enviromental. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 6/14/2025.

For any questions, please contact me at (979)260-3377

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Lease Agreement

Customer: COUNTY OF WALLER

BillTo: WALLER COUNTY ENVIROMENTAL
929 5TH ST
HEMPSTEAD, TX 77445-5429

Install: WALLER COUNTY ENVIROMENTAL
929 5TH ST
HEMPSTEAD, TX 77445-5429

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8255H2 (XEROX C8255H2)	- Office Finisher - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV Purchase Order Information - Product: BG4857	- Xerox C8155 S/N EHQ221764 Trade-In as of Payment 50	5/30/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8255H2	$201.49	1: Black and White Impressions	1 - 20,000 20,001+	Included $0.0061	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0556	
Total	$201.49	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Carbett Trey J. Duhon III Phone: (979)921-0391

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Dylan Alvarado
(979)260-3377

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Terms and Conditions

INTRODUCTION:

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GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8255H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

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FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 28th day of May, 2025 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 29th day of November, 2017 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Waller, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest in accordance with Section 2251.025 of the Texas Government Code.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and non-exempt taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 14 of the Master Equity Lease Agreement is amended to add the following paragraphs:

In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee's intent to terminate the Schedule or portion of the Schedule directly related to Lessor's breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within three (3) business days of receipt of Lessee's notice, with no penalties or additional charges incurred by Lessee.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide ("advance ") written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement

has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles). Venue for any disputes under this Agreement shall be within the courts in Waller County, Texas.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

LESSOR VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES OR TRADE ASSOCIATIONS. If applicable, for contracts or purchase orders over $100,000. Pursuant to Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Lessor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association, but does not include an action made for ordinary business purposes.

LESSOR VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES. If applicable, for contracts or purchase orders over $100,000. Pursuant to Chapter 2274, Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021)), Lessor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement, but does not include an action made for ordinary business purposes.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited. Lessor hereby verifies that, as of the date of this Amendment, it is not a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf;
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf; or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or federal law and excludes the Lessor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, if the United States government

has affirmatively declared Lessor to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

County of Waller, Texas (Lessee)	Keith Gurule Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By Carbett "Trey" Duhon, III	By Keith Gurule
Title: County Judge	Title: Finance Director

FLEET MANAGEMENT

SERVICE AGREEMENT

This Agreement is entered into as of the 28th day of May 2025, by and between Enterprise Fleet Management, Inc., (EFM or Contractor), a Missouri corporation, and County of Waller, Texas (Company).

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Waller County, Texas .

Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #030122-EFM effective until April 18, 2026.

Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of this Agreement prior to commencing the work contemplated by this Contract. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the performance of this Agreement.

Independent Contractor: Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Contract. Contractor shall exercise independent judgment in performing duties under this Contract, and in cooperation with the relevant County department, is solely responsible for setting working hours, scheduling or prioritizing the work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor the agent, servant, or employee of the County.

Contractor Insurance Requirements: Contractor shall procure, pay for, and maintain insurance coverage during the term of this Contract, with a company authorized to do business in the State of Texas having an "AM BEST" rating of A- or better, and otherwise acceptable to the County. Contractor agrees to maintain the insurance coverages identified in the Sourcewell Contract.

Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured. Contractor shall provide County with unaltered original insurance certificates endorsed by the underwriter prior to Vehicle delivery.

Right of Review and Audit: County may review any and all of the Goods delivered by Contractor under this Contract. County is granted the right to audit, at County's election, all of Contractor's transactional records and billings relating to the performance of this Agreement as may be reasonably necessary for County to confirm its payment obligations under this Contract. Contractor agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by an audit under this section.

No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation

is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

No Arbitration: A dispute arising under or related to this Agreement shall not be subject to arbitration.

Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.

Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Agreement.

No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

Indemnity: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Waller County, Texas from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Waller County, Texas may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Waller County, Texas and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Order of Precedence: In the event of conflict between the terms and provisions of the below agreements, the order of precedence shall be as follows:

- Master Equity Lease Agreement and any Amendments Hereto
- Sourcewell Service Agreement
- Service Agreement

No Personal Liability. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the Lessee.

No Waiver of Immunity. The Parties agree that no provision of the Agreement extends the Lessee's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the Lessee of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

Public Information. The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended (the "Act"). Lessor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Lessor expressly understands and agrees that the Lessee shall release any and all information necessary to comply with Texas law without the prior written consent of Lessor.

Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF WALLER COUNTY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON COUNTY PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON COUNTY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, EFM and Waller County, Texas have executed this Service Agreement as of the day and year first above written.

Company: County of Waller, Texas

By: Carbett "Trey" Duhon, III
Title: County Judge

Address: 425 FM 1488
Suite 106
Hempstead, TX 77445

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: Keith Gurule
Title: Finance Director

Address: 10401 Centrepark Drive #200
Houston Texas 77043

CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 26-6047810

Waller County Property Accounts: Real Estate N/A Personal Property N/A

Enterprise Fleet Management, Inc hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Enterprise Fleet Management, Inc.	May 22, 2025
Company Name	Date
Keith Gurule	Finance Director
Signature of Authorized Company Official	Printed Name

CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMISSION (FORM 1295)

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

(1) Require an action or vote by the Commissioners Court before the contract may be signed;

(2) Have a value of at least $1 million; or

(3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Proposer must:

(1) Go to: https://www.ethics.state.tx.us/filinginfo/1295/ and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.

(2) Complete and print a copy of the form which will contain a unique certification number.

(3) Have an authorized agent sign the printed copy of the form.

(4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

***If your company is exempt from providing a Certificate of Interested Parties by Texas Government Code §2252.908(c), please complete the following certification:**

By signature below, I certify and verify that Enterprise Fleet Management, Inc is not required by Texas Government Code §2252.908 to provide a Certificate of Interested Parties; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name	Date
Signature of Authorized Company Official	Printed Name

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 8728414

Item 39.

Prepared For: County of Waller - Environmental
Duhon, Trey

Date 04/08/2025
AE/AM JJK/JJO

Unit #
Year 2025 **Make** RAM **Model** 1500
Series Tradesman 4x4 Crew Cab 144.5 in. WB
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 601644

$ 42,416.00		Capitalized Price of Vehicle[1]
$0.00	*	License and Certain Other Charges 0.0000% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 435.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 42,851.00		Total Capitalized Amount (Delivered Price)
$ 599.91		Depreciation Reserve @ 1.4000%
$ 195.75		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 795.66		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	2025 Ram 1500
Exterior Color	Bright White Clearcoat
Interior Color	Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40
Lic. Plate Type	Regular Exempt - 62A
GVWR	0

Additional Fleet Management

	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 80.20	Full Maintenance Program[3] Contract Miles 75,000	OverMileage Charge	$ 0.0864 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 80.20	**Additional Services SubTotal**		
$ 0.00	Tax 0.0000% **State** TX		
$ 875.86	**Total Monthly Rental Including Additional Services**		
$ 6,856.40	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes **PLEASE REFERENCE ENTERPRISE'S SOURCEWELL CONTRACT NUMBER: 030122**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE County of Waller - Environmental

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 60.00
Courtesy Delivery Fee	C	$ 375.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 435.00
Other Charges Total		$ 435.00

VEHICLE INFORMATION:

2025 RAM 1500 Tradesman 4x4 Crew Cab 144.5 in. WB - US

Series ID: DT6L98

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$45,094	$46,875.00
Total Options	$1,327.00	$1,440.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$48,416.00**	**$50,310.00**

SELECTED COLOR:

Exterior: PW7-Bright White Clearcoat

Interior: X8-Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
23A	Quick Order Package 23A Tradesman	NC	NC
ADB	Protection Group	$364.00	$395.00
APA	Monotone Paint	STD	STD
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
DSA	Anti-Spin Differential Rear Axle	$456.00	$495.00
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I	STD	STD
JKV	115V Auxiliary Power Outlet	$235.00	$255.00
MDA	Front License Plate Bracket	NC	NC
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
TUM	Tires: 275/65R18 BSW All Season LRR	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UBE	Radio: Uconnect 5 W w/8.4" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WBF	Wheels: 18" x 7.5" Steel Painted	STD	STD
X8_02	Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
XEA	Tow Hooks	Included	Included
XEE	Fuel Tank Skid Plate	Included	Included
XEF	Transfer Case Skid Plate	Included	Included
XEU	Front Suspension Skid Plate	Included	Included
XHC	Trailer Brake Control	$272.00	$295.00
XHR	400W Inverter	Included	Included
XJ2	Steering Gear Skid Plate	Included	Included
Z6B	GVWR: 6,900 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls, adaptive
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Valet Key: valet function
- Remote Engine Start: remote start - keyfob and smart device (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: RAM Connect
- Voice Recorder: voice recorder
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

- radio AM/FM/Satellite-prep with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Speakers: 6 speakers
- Internet Access: 4G LTE Wi-Fi Hot Spot internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector LED low/high beam headlamps

Auto-Dimming Headlights: auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense front and rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks

Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Deluxe Sound Insulation: deluxe sound insulation
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 305-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD

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Open-End (Equity) Lease Rate Quote

Quote No: 8776165

Item 39.

Prepared For: County of Waller - Environmental
Duhon, Trey

Date 04/08/2025
AE/AM JJK/JJO

Unit # 292J33
Year 2025 **Make** RAM **Model** 1500
Series Tradesman 4x4 Crew Cab 144.5 in. WB
Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 601644

$ 42,416.00		Capitalized Price of Vehicle[1]
$0.00	*	License and Certain Other Charges 0.0000% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 435.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 42,851.00		Total Capitalized Amount (Delivered Price)
$ 599.91		Depreciation Reserve @ 1.4000%
$ 201.75		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 801.66		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Customer Deciding
Exterior Color	Bright White Clearcoat
Interior Color	Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 80.20 Full Maintenance Program[3] Contract Miles 75,000 — OverMileage Charge $ 0.0864 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 80.20	**Additional Services SubTotal**
$ 0.00	Tax 0.0000% **State** TX
$ 881.86	**Total Monthly Rental Including Additional Services**
$ 6,856.40	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes **PLEASE REFERENCE ENTERPRISE'S SOURCEWELL CONTRACT NUMBER: 030122**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE County of Waller - Environmental

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Series ID: DT6L98

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	INVOICE	MSRP
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DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
DSA	Anti-Spin Differential Rear Axle	$456.00	$495.00
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I	STD	STD
JKV	115V Auxiliary Power Outlet	$235.00	$255.00
MDA	Front License Plate Bracket	NC	NC
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
TUM	Tires: 275/65R18 BSW All Season LRR	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UBE	Radio: Uconnect 5 W w/8.4" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WBF	Wheels: 18" x 7.5" Steel Painted	STD	STD
X8_02	Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
XEA	Tow Hooks	Included	Included
XEE	Fuel Tank Skid Plate	Included	Included
XEF	Transfer Case Skid Plate	Included	Included
XEU	Front Suspension Skid Plate	Included	Included
XHC	Trailer Brake Control	$272.00	$295.00
XHR	400W Inverter	Included	Included
XJ2	Steering Gear Skid Plate	Included	Included
Z6B	GVWR: 6,900 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls, adaptive
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Valet Key: valet function
- Remote Engine Start: remote start - keyfob and smart device (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: RAM Connect
- Voice Recorder: voice recorder
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

- radio AM/FM/Satellite-prep with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Speakers: 6 speakers
- Internet Access: 4G LTE Wi-Fi Hot Spot internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector LED low/high beam headlamps

Auto-Dimming Headlights: auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense front and rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks

Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Deluxe Sound Insulation: deluxe sound insulation
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 305-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1314070

Date Filed:
05/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waller County
Waller , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Waller County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

030122-EFM
Fleet Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Keith Gurule, and my date of birth is April 10th, 1970.

My address is 10401 Centrepark Drive #200 (street), Houston (city) Texas (state) 77043 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County County, State of Texas, on the _____ day of _____ (month), 20_____ (year). May 22nd, 2025

Keith Gurule

Signature of authorized agent of contracting business entity
(Declarant)