NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION
Wednesday, September 30, 2026 at 9:00 AM
Waller County Courthouse, Hempstead, Texas

AGENDA

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

Waller County Courthouse
836 Austin Street
Hempstead, Texas 77445

All or part of this meeting will be held by videoconference call. A quorum of the Commissioners Court will be physically present at the Waller County Courthouse in Hempstead, Texas, which will be open to the public.

NOTICE: Commissioners Court will convene at 9:00 a.m. as scheduled. However, the Court will immediately go into recess due to the anticipated lack of a three-member quorum. Court will resume at 2:00 p.m., at which time it is anticipated that a required three-person quorum will be present.

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 2026 Budget Adjustments and Departmental Line-Item Transfers.

5. Request by County Auditor to approve official documents and all monthly reports.

6. Request by Economic Development to authorize publication of notices in one or more newspapers of general circulation in Waller County, Texas for two public hearings to be held at the regular session of Commissioners Court on November 18, 2026 concerning the establishment of two separate reinvestment zones pursuant to Texas Tax Code § 312.401.

7. Request by County Engineer to accept a Formal Notice from A T & T for a utility installation of a fiber optic line, and conduit, placed within the right of way of Hegar Rd. (Project #2026-3045).

8. Request by County Engineer to accept a Formal Notice from A T & T for a utility installation of a fiber optic line, and conduit, placed within the right of way of Rice Rd. (Project #2026-3043).

9. Request by County Engineer to accept a Formal Notice from A T & T for a utility installation of fiber optic cable, placed within the right of way of Rice Rd, Joseph Rd, and those County Roads within the Furnace, Kickapoo Hills, and Brushy Creek Subdivisions (Project #2026-3032).

10. Request by County Engineer to accept a Formal Notice from Comcast of Houston LLC for a utility installation of a fiber optic line, placed within the right of way of Cameron Rd. (Project #2026-3046).

11. Request by County Engineer to accept a Formal Notice from Comcast of Houston, LLC for a utility installation of a fiber optic line, placed within the right of way of Penick Rd. (Project #2026-3047).

12. Request by County Engineer to accept a Formal Notice from PS Lightwave, Inc. for a utility installation of six (6) wooden poles to be placed within the right of way of Twinwood Pkwy. (Project #2026-3031).

13. Request by County Engineer to approve the Final Plat of Twinwood Distribution.

14. Request by County Engineer to approve the Final Plat of Bluebonnet Waller County M.U.D. NO. 46 Lift Station No. 1 in Precinct 3.

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

Requests to approve payments on the following:

16. $1,150.00 for Invoice dated September 8, 2026 and $1,150.00 for Invoice dated September 8, 2026, for a total of $2,300.00 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

17. $550.00 for Invoice #06 and $550.00 for Invoice #07 for a total of $1,100.00 to Stephens & Flowers Funeral and Cremations from line item 125-423-540705 [Transport to Morgue].

18. $100,000.00 for Invoice #2855 to Waller County Economic Development from line item 125-411-547200 [Economic Development].

19. $20,000.00 for Invoice #14862 to Waller County Fair Association from line item 125-411-547325 [County Fair].

20. $1,990.80 for Invoice #107 to J&M Cabling Solutions to be paid from line item 606-606-581839 [Courthouse Soft Cost].

21. $2,615.63 for Invoice #52239 to LDD Blueline to be paid from line item 606-606-581840 [Professional Services Pct. 2].

22. $16,112.25 for Invoice #52240 to LDD Blueline to be paid from line item 606-606-581841 [Professional Services Precinct 3].

23. $2,150.00 for Invoice #115764 to Hance Scarborough, LLP for Professional Services rendered from August 1, 2026 to August 21, 2026. Funds to be paid from line item 125-411-540300 [Legal].

24. $2,930.00 for Invoice #13631 to Wald Relocation Services, LTD to be paid from line item 606-606-581842 [Soft Costs 3rd Floor Courthouse].

25. $64,844.41 for Invoice #52472-16 to BGE, Inc. for Professional Services rendered July 25, 2026 to August 21, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

26. $32,462.00 for Invoice #ARIV1074909-6 to KCI Technologies, Inc. for Professional Services rendered from July 1, 2026 to July 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

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

ECONOMIC DEVELOPMENT

28. Discuss and take action to terminate tax abatement agreement Contract ID 230614-11a between Waller County, Texas and Twinwood Industrial Owner, LLC entered on June 14, 2023.

29. Discuss and take action to terminate tax abatement agreement Contract ID 230614-11c between Waller County, Texas and Twinwood Industrial Owner, LLC entered on June 14, 2023.

30. Discuss and take action on the proposed tax abatement agreement between Waller County, Texas and Twinwood Two Industrial Owner, LLC. Twinwood Two Industrial Owner, LLC is the tax abatement applicant and the owner of the real property. The property is located in the Waller County Twinwood Business Park Reinvestment Zone 12 ("Zone"), on Discovery Hills Parkway in Brookshire, Waller County, Texas and designated as a reinvestment zone by the County on May 10, 2023. The Zone is generally located north of the boundary line between Waller and Fort Bend Counties, south of Interstate 10, east of FM 359 and west of Woods Road in Brookshire, Texas, 77423. Twinwood Two Industrial Owner, LLC will improve the property by constructing an approximately 91,000 square foot facility to be used as an industrial warehouse or manufacturing facility for an estimated approximate cost of $5,000,000.00.

31. Discuss and take action on the proposed tax abatement agreement between Waller County, Texas and Twinwood Two Industrial Owner, LLC. Twinwood Two Industrial Owner, LLC is the tax abatement applicant and the owner of the real property. The property is located in the Waller County Twinwood Business Park Reinvestment Zone 12 ("Zone"), on Discovery Hills Parkway in Brookshire in Waller County, Texas and designated as a reinvestment zone by the County on May 10, 2023. The Zone is generally located north of the boundary line between Waller and Fort Bend Counties, south of Interstate 10, east of FM 359 and west of Woods Road in Brookshire, Texas, 77423. Twinwood Two Industrial Owner, LLC will improve the property by constructing an approximately 181,000 square foot facility to be used as an industrial warehouse or manufacturing facility for an estimated approximate cost of $10,000,000.00.

32. Discuss and take action on the proposed tax abatement agreement between Waller County, Texas and Twinwood Two Industrial Owner, LLC. Twinwood Two Industrial Owner, LLC is the tax abatement applicant and the owner of the real property. The property is located in the Waller County Twinwood Business Park Reinvestment Zone 12 ("Zone"), on Discovery Hills Parkway in Brookshire in Waller County, Texas and designated as a reinvestment zone by the County on May 10, 2023. The Zone is generally located north of the boundary line between Waller and Fort Bend Counties, south of Interstate 10, east of FM 359 and west of Woods Road in Brookshire, Texas, 77423. Twinwood Two Industrial Owner, LLC will improve the property by constructing an approximately 178,000 square foot facility to be used as an industrial warehouse or manufacturing facility for an estimated approximate cost of $10,000,000.00.

33. Discuss and take action on the proposed tax abatement agreement between Waller County, Texas and Ninety West Partners, LP. Ninety West Partners, LP is the tax abatement applicant and the owner of the real property. The property is located in the City of Brookshire Reinvestment Zone #4 ("Zone"), located in Brookshire, Waller County, Texas and designated as a reinvestment zone by the City of Brookshire on May 21, 2026. The Zone is generally located north of Interstate 10, south of US Highway 90, east of Kenney Street, and west of Woods Road in Brookshire, Texas, 77423. Ninety West Partners, LP will improve the property by constructing an approximately 202,000 square foot facility to be used as an industrial warehouse or manufacturing facility for an estimated approximate cost of $10,000,000.00.

DISTRICT ATTORNEY

34. Discuss and take action to approve agreement with Thomson Reuters for Westlaw access in the amount of $4,694.05 per month for the first year, with two possible annual renewals, each with a ten percent increase. Funds to be paid from line item 125-416-535000 [Books].

PROCUREMENT DIRECTOR

35. Discuss and take action on award recommendation of Bid 26-013, Reconstruction of Double Culvert Road and Cedar Creek Road, low bidder meeting specifications, in the amount of $8,699,471.20. Funds to be paid from line item 605-605-582810 [Road Construction].

36. Discuss and take action on award recommendation of Bid 26-016, Term Contract for Mowing Services, to Wayne Yancey, Inc., as primary and Yellowstone Landscape-Central, Inc. as secondary. Funds to be paid from line item 110-530-587400 [Mowing and Spraying].

37. Discuss and take action on Agreement with Brazos Valley Vending Solution, LLC for vending services.

38. Discuss and take action on Agreement with Otis Elevator Company for elevator maintenance for the term October 1, 2026 through September 30, 2029.

39. Discuss and take action on Agreement with Tyler Technologies, utilizing Sourcewell contract #060624-TTI for jury management software, in the amount of $82,385.00 plus travel expenses and transaction based services.

TREASURER

40. Discuss and take action to approve the 2027 Renewal Notice and Benefit Confirmation for Post-65 group retiree healthcare.

MISCELLANEOUS

41. Discuss and take action to set the amount over which the Commissioners Court must approve an expenditure by an incumbent county or precinct officer who was not renominated or reelected, and adopt a related policy.

42. 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.

43. 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

44. Annual Review of the following Departments:

    Chief of Staff

    Procurement

    County Engineer

45. Deliberate the consideration of a complaint, or the evaluation, employment, duties, discipline, or dismissal of a public officer or employee.

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

47. 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.

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

49. 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
PUBLIC HEARING: TAX RATE
WEDNESDAY – SEPTEMBER 16, 2026

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **PUBLIC HEARING: TAX RATE** on Wednesday, the 16th day of September 2026 at its meeting place at the Waller County Courthouse, Hempstead, Texas.

CALL TO ORDER

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

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

Absent: John A. Amsler, Commissioner Precinct

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

DRAFT

1. Approval of Agenda.

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

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

PUBLIC HEARING

2. Public Hearing: Proposed Tax Rate

   Judge Duhon announced Commissioners Court will vote on the proposed tax rate on September 16, 2026 at 9:00am at its meeting place located in the Waller County Courthouse at 836 Austin Street, Hempstead, Texas.

   Public Hearing began at 9:05 a.m.
   1. Denise Maddox made public comment
   2. Commissioner Jones and Judge Duhon commented on the Tax Rate and 2027 Budget process.

   Public Hearing ended at 9:15 a.m.

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 4-0 vote.

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

Meeting was **ADJOURNED** at 9:15 a.m.

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

_____
Debbie Hollan
Waller County Clerk

APPROVED this the 30th day of September 2026.

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

DRAFT

MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – SEPTEMBER 16, 2026

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 16th day of September 2026 at its meeting place at the Waller County Courthouse, Hempstead, Texas.

CALL TO ORDER

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

Absent: John A. Amsler, Commissioner Precinct 1

1. Approval of Agenda.

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

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

DRAFT

PUBLIC COMMENT

1. Marva Wills
2. IT Administrator Greg Henry recognized National IT Professionals Day
3. Dr. Denise Mattox

ANNOUNCEMENT: Commissioner Beckendorff announced the upcoming County Fair, Parade, and Auction.

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 – September 2, 2026 Regular Session, September 8, 2026 Special Session

3. Request by County Auditor to Approve and/or Ratify 2026 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*

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

5. Request by County Treasurer for approval of Monthly Report.

6. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

7. Request by County Fire Marshal to accept a donation of a pallet of work gloves and arm sleeve protectors for the Waller County Fire Marshal's Office from Igloo valued at $1,000.00.

8. Request by Procurement Director to advertise for bids for Road Improvements at Bowler at Kyle Intersection. Advertisement to be paid from line item 125-401-544100 [Bid Notice & Printing].

9. Request by County Engineer to accept a Formal Notice from Comcast of Houston for a utility installation of a fiber optic line, and conduit, placed within the right of way of Penick Rd. and Hoover Ln. (Project #2026-2187).

10. Request by County Engineer to accept a Formal Notice from San Bernard Electric Coop for Two poles, for existing Powerline, installation within the right of way of Lakeside Dr. (Project #2026-2853).

11. Request by County Engineer to place roads in Trails at Cochran Section 2 into the developer's one-year maintenance period, effective September 16, 2026, and reduce the maintenance bond.

12. Request by County Engineer to place roads in Woodhaven Estates Section 6 into the developer's one-year maintenance period, effective September 16, 2026, and reduce the maintenance bond.

13. Request by County Engineer to accept the roads in Lakeview Section 2 into county maintenance and release the bond.

14. Request by County Engineer to accept the roads in Lakeview Section 4 into county maintenance and release the bond.

15. Request by County Engineer to accept the roads in Lakeview Section 5 into county maintenance and release the bond.

16. Request by County Engineer to accept the roads in Lakeview Section 6 into county maintenance and release the bond.

17. Ratify vote of September 2, 2026 to approve the selection of insurance and related coverages for the County as recommended by the County's broker, ANCO Insurance, for the plan year December 1, 2026 through November 30, 2027, and authorize the signature of all necessary documents for the plan.

DRAFT

Requests to approve payments on the following:

18. $247,385.00 for Invoice #8152026GWA to Waller County Appraisal District from line item 125-437-540500 [Tax Appraisal District].

19. $7,983.00 for Invoice #0000030150 to Harris County Accounts Receivable from line item 125-422-541600 [Pro Rata Court Expense].

20. $1,200.00 to Schmidt Funeral Home for Invoice dated August 13, 2026 from line item 125-423-540705 [Transport to Morgue].

21. $5,200.00 for Invoice #1736 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

22. $2,200.00 for Invoice #190601012845 to Neptune Society from line item 125-411-561502 [Pauper Burial Expense].

23. $1,560.00 for Invoice #7890 to The Randle Law Offi LTD. to be paid from line item 125-411-540300 [Legal].

24. $1,955.00 for Invoice #4041759 to Husch Bl kwell for Profe sional Services rendered through August 28, 2026. Funds to be paid om li e item 605-605-545405 [Prof. Services].

25. $1,906.10 for Invoice #77 to King Ar ite tural Co sulting Service, PLLC to be paid from line item 604-604-545405 [Profes sion l S ices].

26. $300.00 for Invoice #03318 0 to Stargel Office Solutions to be paid from line item 606-606-581842 [Soft Cost 3 Floor Courtho se].

27. $17,140.80 for Invoi #2467 to Wilson Bauhaus Interiors to be paid from line item 606-606-581842 Courth se 3 Floor Soft Cost]

28. $156,958.37 for I voice #36 777 to Cobb Fendley for Professional Services rendered July 01, 2026 throug July 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

29. $48,994.77 for Invoice #362347-3 to Cobb Fendley for Professional Services ending April 30, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

30. $31,779.89 for Invoice #363591-4 to Cobb Fendley for Professional Services ending May 31, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

31. $141,115.38 for Invoice #14 to EHRA for Professional Services ending August 09, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

32. $774,034.94 for Invoice #04 to Forde Construction Company, Inc. for Morton Overlay Construction, August 15, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

DRAFT

33. $128,828.25 for Invoice #85206-01-10 to GFT Infrastructure, Inc. for Professional Services rendered from July 01, 2026 through July 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

34. $108,790.15 for Invoice #81708-01-11 to GFT Infrastructure, Inc. for Professional Services rendered from July 01, 2026 through July 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

35. $53,860.56 for Invoice #65035800-0726-16 to Kimley-Horn and Associates, Inc. for Professional Services rendered July 01, 2026 through July 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

36. $8,122.50 for Invoice #101454-16 to R.G. Miller Engineers, Inc. for Professional Engineering Services rendered from July 01, 2026 through July 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

37. $4,971.94 for Invoice #203417-13 to TEDSI Infrastructure Group for Professional Services rendered from June 01, 2026 through June 30, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

38. $29,592.71 for Invoice #203449-14 to TEDSI Infrastructure Group for Professional Services rendered from July 01, 2026 through July 31, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

39. $18,000.00 for Invoice #183-26C to Whitney & Associates Real Estate Valuation and Consulting for appraisal report of a 6.8204-acre tract of land for a 0.1564-acre at 28150 Morton Rd-parcel 2 – Morton Rd; appraisal report of a 1.4956-acre tract of land for a 0.3233-acre at 28144 Morton Rd-parcel 3 – Morton Rd; appraisal report of a 2.1185-acre tract of land for a 0.2119-acre at N. Morton Rd-parcel 4 – Morton Rd; appraisal report of a 3.816-acre tract of land for a 0.5820-acre at 28108 Rocky Ln.-parcel 5 – Morton Rd. Funds to be paid from line item 605-605-545405 [Professional Services].

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

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

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

Advanced to the Agenda Item 46

46. **Presentation** by the Extension Office on 4-H.

Motion to approve Proclamation made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 4-0 vote.

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

Proceeded with Agenda Item 41

DRAFT

COUNTY JUDGE

41. Discuss and take action to ratify the property tax increase based on new value reflected in the 2027 Budget.

    Judge Duhon moved to ratify the property tax increase based on new value reflected in the 2027 Budget, seconded by Commissioner Jones.

    Motion carried by 4-0 vote.

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

42. Discuss and take action to adopt the Tax Rate for 2026.

    Judge Duhon moved that the Property Tax Rate be increased by an adoption of a tax rate of $.558466 which is effectively a 3.5% increase in the tax rate. In adopting this 2026 total tax rate, the court orders the total tax rate to be levied as follows for the following funds:
    $.428905 per $100 of taxable property for maintenance and operation of the General Fund;
    $.023116 per $100 of taxable property for the Farm-to-Market Roads;
    $.106445 per $100 of taxable property for interest and sinking fund of the General Fund,
    seconded by Commissioner Beckendorff.

    Roll Call Vote: *Commissioner Beckendorff - Yay*
    Commissioner Jones - Yay
    Judge Duhon - Yay
    Commissioner Smith - Yay
    Commissioner Amsler - Absent

    Motion carried by 4-0 vote.

Advanced to Agenda Item 44

44. **Presentation** of the 50% CD Budget Estimate on the Justice Tower.
    No action required.

Proceeded with Agenda Item 43

43. Presentation by Ben Rosenberg related to the issuance of Certificates of Obligation, with the court to discuss and take action to approve a resolution authorizing the Publication of a Notice of Intention to Issue "Waller County, Texas, Certificates of Obligation, Series 2026".

    Motion to approve resolution by Commissioner Smith, seconded by Commissioner Jones.

    Motion carried by 3-1 vote.

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

44. *Court addressed item 44 earlier in the meeting. (page 5)*

AUDITOR

45. ~~**Presentation** from the audit firm of Armstrong, Vaughn & Associates, PC of the fiscal year 2025 Waller County Financial Audit Report~~.
    Item WITHDRAWN.

EXTENSION OFFICE

46. *Court addressed item 46 earlier in the meeting. (page 4)*

DRAFT

TAX ASSESSOR-COLLECTOR

47. **Presentation** of August 2026 Collection Report.
No action required.

FIRE MARSHAL

48. **Update** on Burn Ban.
No action required.

COMMISSIONER, PRECINCT 3

49. **Discussion** on Waller County Travel Policy.
No action required.

COUNTY ENGINEER

50. **Public Hearing:** Final Replat of Sunterra Lagoon Partial Replat No.1. Requesting to be allowed to amend Unrestricted Reserve "A", Block 1. The amendment will create two (2) reserves by Sunterra Property Owners Association INC.

Public Hearing began at 10:19 a.m.
1. County Engineer Ross McCall provided a brief explanation.
Public Hearing ended at 10:20 a.m.

51. Discuss and take action to approve the Final Replat of Sunterra Lagoon Partial Replat No.1 in Precinct 3. ***and***

52. Discuss and take action on a 0.0423 acre Donation Deed from Century Land Holdings of Texas, LLC to Waller County, Texas for Public Right of Way of Morrison Rd. ***and***

53. Discuss and take action on a .974 acre Donation Deed from Millrose Properties Texas, LLC to Waller County, Texas for Public Right of Way of Morrison Rd. ***and***

54. Discuss and take action on the Engineering Services Agreement between Waller County and IEA, Inc. for construction and engineering inspection services for Double Culvert Rd and Cedar Creek Rd (Mobility Road Projects). ***and***

55. Discuss and take action on the First Amendment to Engineering Services Agreement between Waller County and Woolpert, Inc. (Penick/Mathis Rd).

Motion to **approve Items 51 thru 55** made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

GRANT MANAGER

56. Discuss and take action to authorize the County Judge to accept the Texas Department of Transportation's FY27 Selective Traffic Enforcement Program (STEP)-Comprehensive grant award in the amount of $46,352.34 with a required local match of $9,549.71. Funds coming from line item 125-411-569900 [Transfer to Grant Fund]. ***and***

DRAFT

57. Discuss and take action to authorize the County Judge to accept the Texas Department of Transportation's FY27 Selective Traffic Enforcement Program (STEP)-Commercial Motor Vehicle (CMV) grant award in the amount of $27,426.34 with a required local match of $5,764.51. Funds coming from line item 125-411-569900 [Transfer to Grant Fund]. ***and***

58. Discuss and take action to authorize the County Judge to accept the FY26 Texas Indigent Defense Commission's Formula Grant award in the amount of $51,693.00. ***and***

59. Discuss and take action to authorize the County Judge to execute an interlocal agreement with the Waller-Harris Emergency Services District No. 200 relative to the Rural Ambulance Service Grant--House Bill 3000 of the 89th Legislature.

Motion to **approve Items 56 thru 59** made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

CHIEF OF STAFF

60. Discuss and take action on FM 1774 180 Development Agreement.

Motion to approve made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 3-1 vote.

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

61. Discuss and take action to approve a resolution supporting the creation of a new district court in Waller County during the 2027 legislative session.

Motion to approve made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

PROCUREMENT DIRECTOR

62. Discuss and take action to approve agreement with Motorola Solutions, pursuant to Texas DIR-CPO-5433, for communications equipment and services regarding exacom logging solution for Sheriff's Office in the amount of $208,099.00. Funds to be paid from line items: $75,000.00, 125-517-545515 [Equipment Rental/Repairs], $108,615.00, 125-517-581700 [Equipment], $24,484.00, 125-516-581700 [Equipment]. ***and***

63. Discuss and take action to approve purchase of two (2) cargo vans for Sheriff's Office from Caldwell Country Chevrolet, utilizing BuyBoard Contract #724-23, in the amount of $83,848.00. Funds to be paid from line item ~~125-518-571800 [Equipment]~~ **125-518-581700 [Equipment]**. ***and***

64. Discuss and take action to approve purchase of four (4) police interceptor utility vehicles for Sheriff's Office from Caldwell Country Ford dba Rockdale Country Ford, utilizing BuyBoard contract #724-23, in the amount of $177,172.00. Funds to be paid from line item 125-518-581700 [Equipment].

DRAFT

Motion to **approve Items 62 thru 64** made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion to **amend** 63 on the line item for 125-518-581700 made by Commissioner Smith, seconded by Commissioner Beckendorff.
Amendment carried by 4-0 vote.

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

Amended Motion carried by 4-0 vote.

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

DISTRICT ATTORNEY

65. Discuss and take action to authorize the County Treasurer to continue to pay salary and benefits for the Victims' Assistance in the District Attorney's Office at the current levels from October 01, 2026 until such time as the VOCA grant is awarded by the Governor's Office, and to also authorize the Treasurer to receive funds from the District Attorney for the payment of said salary and benefits if necessary.

Motion to approve made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

DIRECTOR OF FACILITIES

66. Discuss and take action to approve the amended proposal from Landtech, Inc. for surveying work at Precinct 2. ***and***

67. Discuss and take action to approve payment of $1,256,953.86 for Application #1 to SEDALCO, Inc. for Justice Tower Design ***and***

68. Discuss and take action to approve payment of $40,487.35 for Application #46 to SEDLACO, Inc. to be paid from line item 604-604-581000 [Bldg Purch, Const, or Improv].

Motion to **approve Items 66 thru 68** made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

MISCELLANEOUS

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

Motion to approve made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 4-0 vote.

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

DRAFT

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

EXECUTIVE SESSION

71. Deliberate the consideration of a complaint, or the evaluation, employment, duties, discipline, or dismissal of a public officer or employee.

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

73. 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.

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

    Court convened to Executive Session at 10:57 a.m.
    Court reconvened from Executive Session at 11:[illegible]3 a.m.

75. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session. *No action taken.*

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 4-0 vote.

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

Meeting was **ADJOURNED** at 11:28 a.m.

DRAFT

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 30th day of September 2026.

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

MONTHLY REPORT DUE TO COMMISSIONER'S COURT
DATE: JULY 2026

OFFICE	DATE RECEIVED
ANIMAL CONTROL	8/5/26
AUDITOR	8/11/26
CONSTABLE PCT#1	JUNE 7/22/2026 & JULY 8/5/2026
CONSTABLE PCT#2	8/6/26
CONSTABLE PCT#3	8/5/26
CONSTABLE PCT#4	8/18/26
COUNTY CLERK	8/3/26
DISTRICT CLERK	8/10/26
ENVIRONMENTAL	7/2-7/7-7/9-7/16-7/23-7/30/2026
FIRE MARSHALL	8/4/26
JP#1	7/23-7/26-8/17/2026
JP#2	7/13-7/21-7/30-8/4/2026
JP#3	7/16-8/10-8/10-8/10/26
JP#4	7/20-7/29-8/4/2026
LIBRARY - HEMPSTEAD	8/10/26
LIBRARY- BROOKSHIRE	8/11/26
RECYCLE CENTER	8/5/26
ROAD AND BRIDGE	7/6-7/15-7/16-7/23-2026
SHERIFF	8/5/26
TAX OFFICE	8/5/26

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-09-11

Permit # 2026-3045

Issued To: AT&T COMMUNICATIONS, Betty Pedeaux

Road Name: Hegar Rd

Utility Type: BURIED FIBER OPTIC CABLE

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

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

J. Ross McCall

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-09-11

Permit # 2026-3043

Issued To: AT&T, Dustin Gillock

Road Name: Rice Rd

Utility Type: FIBER OPTICS CABLE

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

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
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4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-09-10

Permit # 2026-3032

Issued To: AT&T, DUSTIN GILLOCK

Road Name: Rice Rd, Joseph Rd, and those County Roads within the Furnace, Kickapoo Hills, and Brushy Crk Subdivisions

Utility Type: AT&T WILL BE PLACE NEW BURIED FIBER CABLE

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

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
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4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-09-11

Permit # 2026-3046

Issued To: COMCAST OF HOUSTON, LLC , Justin VALENTINE

Road Name: Cameron Rd.

Utility Type: FIBER OPTIC

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

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
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4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-09-11

Permit # 2026-3047

Issued To: COMCAST OF HOUSTON, LLC , JUSTIN VALENTINE

Road Name: Penick Rd.

Utility Type: Fiber optic

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

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
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5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-09-10

Permit # 2026-3031

Issued To: PS Lightwave, Inc , Patricia Eilenfeldt

Road Name: Twinwood Pkwy

Utility Type: Placing (6) 30' wooden poles

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

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6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

100 50 0 100 200 300

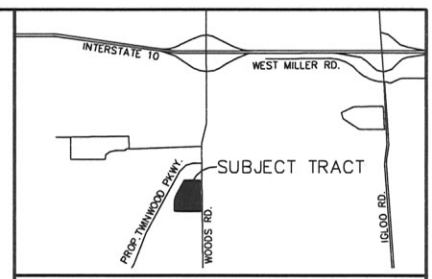
Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	1150.00'	584.34'	29°06'47"	578.07'	N12°16'48" E

Course	Bearing	Distance
L1	S42°36'09"W	35.28'
L2	N47°16'36"W	35.36'

NOTES:

1. The surveyor has not abstracted the subject property.
2. This survey was created with the benefit of a title commitment prepared by Integrity Title under Job Number 2647094A, dated June 15, 2026.
3. Basis of Bearings for the survey is the Texas State Plane Coordinate Systems, South Central Zone NAD83.
4. By graphic plotting only, the subject property lies within Zone "X", areas determined to be outside the 0.2% annual chance floodplain, as defined by the Federal Emergency Management Agency flood insurance rate map number 48071C0335E dated 05-04-2015.
5. Control benchmark: Harris County Floodplain Reference Marker No. 190073, Elev.=150.12', NAVD88, 2001 Adjustment.

   TBM "A": Square cut on RCP located at the southwest intersection of Woods Road and proposed Enterprise Center Boulevard, as shown hereon, Elev.=157.78'.
6. Plat is within the City of Simonton ETJ.



VICINITY MAP
SCALE: N.T.S.

● = SET 5/8" IR W/CAP, UNLESS OTHERWISE NOTED

BLOCK 1
COMMERCIAL RESERVE "A"
FINAL PLAT
PENINSULA TWINWOOD
PLAT No. 2304451, W.C.P.R.

CALLED 0.7154 ACRES
WALLER COUNTY, TEXAS
INSTRUMENT No. 2105042

REMAINDER 17.2825 ACRES
KOHINOOR GROUP, L.P.
VOL. 1293, PG. 107, W.C.D.R.

N87°34'14"E 803.47'

BLOCK 1
RESTRICTED RESERVE "A"
FINAL PLAT OF
WELCOME GROUP MDT
PLAT No. 1808483, W.C.P.R.

CONC. DRIVEWAY

N26°50'12"E 780.83'

25' B.L.

BLOCK 1
RESTRICTED RESERVE "A"
FINAL PLAT OF
WELCOME GROUP TWINWOOD
PLAT No. 2307125, W.C.P.R.

10' S.S.E.
W.C.C.F. No. 2009786

DISCOVERY HILLS PARKWAY
(100' R.O.W.)
INSTRUMENT No. 2020008872, W.C.O.R.

C1

BLOCK 1
RESTRICTED RESERVE "A"
(RESTRICTED TO COMMERCIAL USE)
41.9342 ACRES
(1,826,654 SQ. FT.)

S02°31'07"E 1537.64' WOODS ROAD (CALLED 60' R.O.W.)
INSTRUMENT No. 2105042, W.C.O.R.

CALLED 16.587 ACRES
DRAINAGE EASEMENT
WALLER COUNTY ROAD IMPROVEMENT DISTRICT No. 1
INSTRUMENT No. 2105934, W.C.O.R.

CALLED 189.906 ACRES
UNRESTRICTED RESERVE "A"
FINAL PLAT OF P150
PLAT No. 2202492, W.C.P.R.

UNRESTRICTED RESERVE "B"
FINAL PLAT OF P150
PLAT No. 2202492, W.C.P.R.

0.0040 ACRE W.L.E.
W.C.C.F. No. 2009785

N02°16'36"W
END. 5/8" I.R. 285.05'

10'x10' S.S.E.
W.C.C.F. No. 2009437

END. 5/8" I.R.

S87°43'24"W 1290.12'
ENTERPRISE CENTER BOULEVARD
(100' R.O.W.) INSTRUMENT No. 2008673, W.C.D.R.

30' DRAINAGE ESMT. & R.O.W.
BROOKSHIRE-KATY DRAINAGE DISTRICT
VOL. 1918, PG. 727 & VOL. 406, PG. 29, W.C.D.R.

JORDAN RANCH BLVD.
(40' R.O.W.)

CALLED 190.91 ACRES
WOODS ROAD & I-10 INVESTMENTS, INC.
VOL. 1338, PG. 389, W.C.D.R.

CALLED 2.5598 ACRES
2123 WOODS RD., LLC
INSTRUMENT No. 2105780, W.C.D.R.

CALLED 15.396 ACRES
MYRNA JEAN JORDAN NAIL
VOL. 901, PG. 380, W.C.D.R.

BLOCK 1
COMMERCIAL RESERVE "A"
FINAL REPLAT
ENTERPRISE PARK AT TWINWOOD
PLAT No. 2603614, W.C.P.R.

BLOCK 1
RESERVE "A"
FINAL PLAT
DIESELCORE TWINWOOD BUSINESS PARK
PLAT No. 2206146, W.C.P.R.

CALLED 10.14 ACRES
SUNNINGHILLS LLC
INSTRUMENT No. 2403607, W.C.D.R.

LEGEND

- IRON ROD SET/FIND
- POWER POLE
- GUY ANCHOR
- MANHOLE
- MONITOR WELL
- SAMPLE WELL
- CLEANOUT
- GATE VALVE & BOX
- WATER METER
- FIRE HYDRANT
- FIRE DEPT. CONNECTION
- TELEPHONE PEDESTAL
- CABLE EQUIPMENT
- ELECTRIC BOX
- LIGHT STANDARD
- LIGHT
- AREA INLET
- PIPE BOLLARD
- TRAFFIC SIGN
- HANDICAPPED SIGN
- TREE
- FIBER OPTIC CABLE
- WOOD FENCE
- CHAIN LINK FENCE
- WROUGHT IRON FENCE
- OVERHEAD ELECTRIC
- WATERLINE
- GAS LINE
- TELEPHONE LINE
- CENTER OF SWALE
- TOP OF BANK

FINAL PLAT OF TWINWOOD DISTRICT

BEING A SUBDIVISION OF 41.9342 ACRES

LOCATED IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

SCALE: 1" = 100' August 2026

1 RESERVE 1 BLOCK

OWNER/DEVELOPER:
EXETER TWINWOOD LAND, L.P.
1244 N. POST OAK ROAD, SUITE 200
Houston, Texas 77055
Phone: (713) 333 1466

Gruller Surveying, LLC
PROFESSIONAL LAND SURVEYING
11020 KATY FREEWAY, STE. 108
HOUSTON, TEXAS 77043 TFR #10120100
PH: 713.333.1466/ FX: 713.782.3755
JOB. No. 36-1904 PAGE 1 OF 2

STATE OF TEXAS
COUNTY OF HARRIS

A. WE, EXETER TWINWOOD LAND, L.P., A TEXAS LIMITED PARTNERSHIP OWNER(S) OF RECORD OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF TWINWOOD DISTRUBUTION, DO HEREBY MAKE MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID TWINWOOD DISTRIBUTION, ACCORDING TO THE LINES, LOTS, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS TWINWOOD DISTRIBUTION, LOCATED IN THE H.&T.C.R.R. CO. SURVEY SECTION 107, ABSTRACT 170, WALLER COUNTY, TEXAS.

B. WE, THE AFOREMENTIONED, HEREBY DEDICATE FOR THE PUBLIC USE ALL EASEMENTS AND ROADS SHOWN THEREON. THERE IS ALSO DEDICATED FOR UTILITIES, AN AERIAL EASEMENT FIVE (5) FEET WIDE TAKEN FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND, LOCATED ADJACENT TO ALL UTILITY EASEMENTS AND STREETS SHOWN THEREON.

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

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVE SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS.
4. PROPERTY OWNERS WILL OBTAIN CLASS "B" BUILDING PERMITS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL BUILDING CONSTRUCTION WITHIN THE 100 YEAR FLOOD PLAIN.
5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS FILED FOR RECORD AT PAGE 729, VOLUME 1128, PAGE 395 & VOL. 1128, PG. 399 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID C-2 STONEGATE, LLC, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.
6. THERE ARE NO UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION.

WE, Exeter Twinwood Land, L.P., a Texas limited partnership BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT WALLER COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS OWNERS HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY WALLER COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE WALLER COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT OF WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. OWNERS AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO OWNERS FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

I, J. Ross McCall, PE, COUNTY ENGINEER OF WALLER COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE WALLER COUNTY COMMISSIONER'S COURT; AND FURTHER, THAT IT COMPLIES OR WILL COMPLY WITH SECTION VI, WALLER COUNTY SUBDIVISION REGULATIONS, DATED _____, 2026.

_____ _____
J. ROSS McCALL, P.E., DATE
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS, THIS_____DAY OF_____A.D., 2026.

_____
Carbett J. Duhon III
COUNTY JUDGE

_____ _____
John A. Amsler, COMMISSIONER, PRECINCT ONE
Walter E. Smith, P.E., RPLS, COMMISSIONER, PRECINCT TWO

_____ _____
Kendric D. Jones, COMMISSIONER, PRECINCT THREE
Justin Beckendorff, COMMISSIONER, PRECINCT FOUR

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ DAY OF _____, 2026 A.D., AT _____ O'CLOCK _____M., AND DULY RECORDED ON, _____ DAY OF _____, 2026 A.D., AT _____ O'CLOCK _____M., AT FILE No. _____ OF THE DEED RECORDS OF WALLER COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, ON THIS _____ DAY OF _____ A.D., 2026

_____
DEBBIE HOLLAN
COUNTY CLERK

BY:_____

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT No. _____

APPROVED BY THE BOARD OF SUPERVISORS ON

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.

EXETER TWINWOOD LAND, L.P., A TEXAS LIMITED PARTNERSHIP (OWNERS) BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT WALLER COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY WALLER COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE WALLER COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT OF WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. OWNERS AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

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

I, Kenneth A. Gruller, R.P.L.S., am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods have an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet.

_____
Kenneth A. Gruller, R.P.L.S.
Texas Registration No. 5476

STATE OF TEXAS · REGISTERED · KENNETH A. GRULLER · 5476 · PROFESSIONAL LAND SURVEYOR

IN TESTIMONY WHEREOF, EXETER TWINWOOD LAND, L.P., OWNER OF TWINWOOD DISTRIBUTION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JASON HONESTY, VICE PRESIDENT, THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2026.

EXETER TWINWOOD LAND, L.P., a Texas limited partnership

By: Exeter Twinwood Land GP, LLC, a Delaware limited liability company, its general partner

By: Exeter Five REIT South, LLC, a Delaware limited liability company, its sole member

By: Exeter Operating Partnership V, L.P., a Delaware limited partnership, its sole member

By: Exeter Operating Partnership V GP LLC, a Delaware limited liability company, its sole general partner

By:Exeter Industrial REIT V LLC, a Delaware limited liability company, its sole member

By:_____
Name: Jason Honesty
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)

) ss:

COUNTY OF _____)

On _____ before me, _____, a Notary Public, personally appeared Jason Honesty, the Vice President of Exeter Industrial REIT V LLC, a Delaware limited liability company, the sole member of Exeter Operating Partnership V GP LLC, a Delaware limited liability company, the sole general partner of Exeter Operating Partnership V, L.P., a Delaware limited partnership, the sole member of Exeter Five REIT South, LLC, a Delaware limited liability company, the sole member of Exeter Twinwood Land GP, LLC, a Delaware limited liability company, the general partner of Exeter Twinwood Land, L.P., a Texas limited partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

I, CHARLES A. KALKOMEY, ENGINEER FOR THE BROOKSHIRE-KATY DRAINAGE DISTRICT, DO HEREBY CERTIFY THAT THIS PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS ADOPTED BY SAID DISTRICT AS OF THE DATE SHOWN HEREON.

_____
CHARLES A. KALKOMEY, P.E.
REGISTRATION NO. 46208
DATE:_____

METES AND BOUNDS DESCRIPTION
41.9342 ACRES
LOCATED IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

Being a tract or parcel of land containing 41.9342 acres of land or 1,826,654 square feet, located in the Nathan Brookshire League, Abstract 16, Waller County, Texas, Said 41.9342 acre tract being out of a 41.93 acre tract of record in the name of Exeter Twinwood Land, L.P. in Waller County Clerk's File Number (W.C.C.F.) 2115284; Said 41.9342 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone (NAD83)):

BEGINNING at a 5/8 inch iron rod with "Gruller" cap set for the northeast corner the herein described tract, being on the south line of a called 17.2825 acre tract of record in the name of Kohinoor Group, L.P. in Volume 1293, Page 107 in the Deed Records of Waller County (W.C.D.R.), Texas and being on the west Right-of-Way (R.O.W.) line of Woods Road (80 feet wide);

THENCE, coincident the east line of herein described tract and the west R.O.W. line of aforesaid Woods Road, South 02 degrees 31 minutes 07 seconds East, a distance of 1,537.64 feet to a 5/8 inch iron rod found for the north corner of a R.O.W. transition from the west R.O.W. line of said Woods Road to the north R.O.W. line of Enterprise Center Boulevard (100 feet wide);

THENCE, coincident aforesaid R.O.W. transition , South 42 degrees 36 minutes 09 seconds West, a distance of 35.28 feet to a 5/8 inch iron rod found for the south corner of said R.O.W. transition being on the north R.O.W. line of aforesaid Enterprise Center Boulevard;

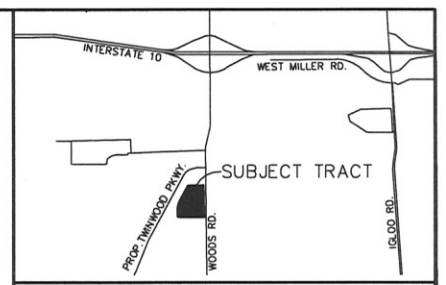
THENCE, coincident the south line of both aforesaid 41.93 acre tract and the herein described tract and the north R.O.W. line of aforesaid Enterprise Center Boulevard, South 87 degrees 43 minutes 24 seconds West, a distance of 1,290.12 feet to a 5/8 inch iron rod with "Gruller" cap set for the south corner of a R.O.W. transition from the north R.O.W. line of said Enterprise Center Boulevard to the east R.O.W. line of Discovery Hills Parkway (100 feet wide);

THENCE, coincident aforesaid R.O.W. transition, North 47 degrees 16 minutes 36 seconds West, a distance of 35.36 feet to a 5/8 inch iron rod with "Gruller" cap set for the north corner of said R.O.W. transition and being on the east R.O.W. line of aforesaid Discovery Hills Parkway;

THENCE, coincident the west line of the herein described tract and the east R.O.W. line of aforesaid Discovery Hills Parkway, the following three (3) courses:

1. North 02 degrees 16 minutes 36 seconds West, a distance of 285.05 feet to a 5/8 inch iron rod with "Gruller" cap set for the beginning of a curve to the right;
2. Coincident aforesaid curve to the right, an arc length of 584.34 feet, having a radius of 1,150.00 feet, a central angle of 29 degrees 06 minutes 47 seconds and a chord bearing of North 12 degrees 16 minutes 48 seconds East, a distance of 578.07 feet to a 5/8 inch iron rod with "Gruller" cap set;
3. North 26 degrees 50 minutes 12 seconds East, a distance of 790.83 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of the herein described tract and being the southwest corner of aforesaid 17.2825 acre tract;

THENCE, coincident the north line of the herein described tract, North 87 degrees 34 minutes 14 seconds East, a distance of 803.47 feet to the POINT OF BEGINNING and containing 41.9342 acres of land.



VICINITY MAP
SCALE: N.T.S.

● = SET 5/8" IR W/CAP, UNLESS OTHERWISE NOTED

FINAL PLAT OF TWINWOOD DISTRIBUTION

BEING A SUBDIVISION OF 41.93 ACRES

LOCATED IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

SCALE: 1" = 100' August 2026

1 RESERVE 1 BLOCK

OWNER/DEVELOPER:
EXETER TWINWOOD LAND, L.P.
1244 N. POST OAK ROAD. SUITE 200
Houston, Texas 77055
Phone: (713) 333 1466

Gruller Surveying, LLC
PROFESSIONAL LAND SURVEYING
11020 KATY FREEWAY, STE. 108
HOUSTON, TEXAS 77043 TFR #10120100
PH: 713.333.1466/ FX: 713.782.3755
JOB. No. 36-1904

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Bluebonnet WC M.U.D. NO. 46
Lift Station No. 1

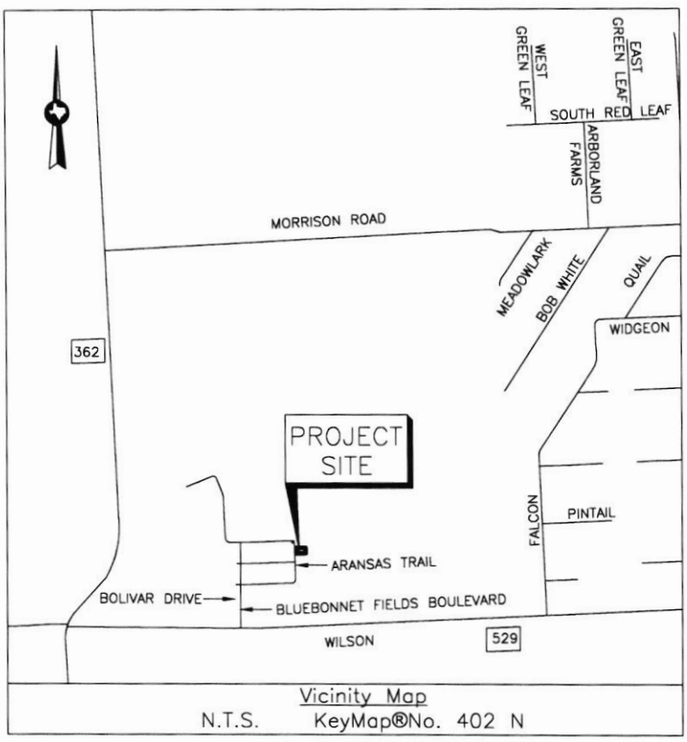
Date: September 30, 2026

Background

Final Plat of Bluebonnet WC M.U.D. NO 46 Lift Station NO. 1 which consists of 0.2195 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat



Vicinity Map
N.T.S. KeyMap®No. 402 N

FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1

BEING A SUBDIVISION OF 0.2195 ACRE OUT OF
THE H.&T.C. R.R. CO. SURVEY,
SECTION 51, ABSTRACT NO. 143,
WALLER COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

MILLROSE PROPERTIES TEXAS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
5775 N SAM HOUSTON PARKWAY,
SUITE 900, HOUSTON, TX 77086
281-875-1000

SEPTEMBER, 2026 JOB NO. 231-088-23 SHEET 1 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
PLATTING@EHRA.TEAM
TBPELS Nos. F-726 & 10092300

STATE OF TEXAS §

COUNTY OF WALLER §

We, Millrose Properties Texas, LLC, a Texas limited liability company acting by and through Michael W. Johnson, Vice President of U.S. Home, LLC, a Delaware limited liability company, general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, d/b/a Friendswood Development Company, Agent under that certain Power of Attorney, dated April 11, 2025 for Millrose Properties Texas, LLC, a Texas limited liability company, owner of the property subdivided in the above map of the BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

Further, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1 where building setback lines or public utility easements are to be established outside of the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys, or public ditches, streams, etc., either directly or indirectly is strictly prohibited.

2. All stock animals, horses, and fowl shall be fenced in and not allowed to run at large in the subdivision.

3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or walks, although dipstyle driveways are encouraged where appropriate.

4. Property owners will obtain Development Permits/Permit Exemptions from the County Floodplain Administrator for all development.

5. There are no known underground pipelines within the confines of this subdivision except as shown on the above plat.

6. There shall be no sanitary sewer system or any water well constructed within 50 feet of any lot line that does not adjoin a public road.

IN TESTIMONY WHEREOF, Owner has caused these presents to be signed by Michael W. Johnson, Vice President of U.S. Homes, LLC, a Delaware limited liability company, the general partner of its Agent Lennar Homes of Texas Land and Construction, LTD., a Texas limited liability partnership, d/b/a Friendswood Development Company, Agent under that certain Power of Attorney, dated April 11, 2025 as the act of Millrose Properties Texas, LLC, a Texas limited liability company, thereunto authorized, this day 27th of August, 202_.

OWNER:
Millrose Properties Texas, LLC,
a Texas limited liability company

By: Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, d/b/a Friendswood Development Company, its Agent under that certain Power of Attorney, dated effective April 11, 2025

By: U.S. Home, LLC,
a Delaware limited liability company,
its general partner

BY: _____
Michael W. Johnson, Vice President

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
PLATTING@EHRA.TEAM
TBPELS Nos. F-726 & 10092300

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Michael W. Johnson, Vice President of U.S. Home, LLC, a Delaware limited liability company, general partner of Lennar Homes of Texas land and Construction, Ltd., a Texas limited partnership, as the Agent of Millrose Properties Texas, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2026.

VERONICA LYNN VEGA CAPISTRAN
Notary ID #125049188
My Commission Expires
October 18, 2028

Notary Public in and for the
State of Texas
My Notary Commission Expires 10/18/2028

Veronica Lynn Vega-Capistran

This is to certify that I, A. Munroe Kelsay, 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 No. 48473C0275E, dated February 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 Community Panel No. 48473C0275E, dated February 18, 2009.

A. Munroe Kelsay
Registered Professional Land Surveyor
Texas Registration No. 5580

STATE OF TEXAS
REGISTERED
A. MUNROE KELSAY
5580
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. Munroe Kelsay, 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 26th day of August, 2026

Notary Public in and for the State of Texas
My Commission expires: 6/30/2027

DEIRDRE ANN BROCK
Notary Public, State of Texas
Comm. Expires 06-30-2027
Notary ID 128627191

I, J. Ross McCall, P.E., County Engineer of Waller County, Texas, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

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

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
PLATTING@EHRA.TEAM
TBPELS Nos. F-726 & 10092300

APPROVED by Commissioners Court of Waller County, Texas, this ____ day of _____, 20__ A.D.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith, P.E., R.P.L.S.
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 then current Waller County Subdivision and Development Regulations, in this regard.

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2026-14

APPROVED BY THE BOARD OF SUPERVISORS ON 07.13.2026
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

The above have signed these plans and /or plat based on the recommendation of the District's Engineer who has reviewed all sheets provided and found them to be in general compliance with the District's "Rules, Regulations, and Guidelines". This approval is only valid for three hundred sixty–five (365) calendar days. After that time re–approval is required. Please note, this does not necessarily mean that all the calculations provided in these plans and/or plats have been completely checked and verified. Plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas and plat has been signed and sealed by a registered professional land surveyor licensed to practice in the State of Texas, which conveys the engineer's and/or surveyor's responsibility and accountability.

I, Seyed Hossein Hashemi, a Registered Professional Engineer, hereby certify that all engineering for streets and drainage within the subdivision is in compliance with Waller County Subdivision and Development Regulations, including the Engineering Design Standards incorporated as Appendix A, and with all generally accepted engineering standards.

Seyed Hossein Hashemi, P.E.
Licensed Professional Engineer
Texas License No. 150356

STATE OF TEXAS
SEYED HOSSEIN HASHEMI
150356
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Seyed Hossein Hashemi, known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that he (she) executed it for the purposes and consideration set forth.

Given under my hand and seal of office, this 31st day of August, 2026.

Notary Public
In and For Harris County, Texas

DEIRDRE ANN BROCK
Notary Public, State of Texas
Comm. Expires 06-30-2027
Notary ID 128627191

SEPTEMBER, 2026 JOB NO. 231–088–23 SHEET 4 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM PLATTING@EHRA.TEAM TBPELS Nos. F-726 & 10092300

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrument with the certificate of authentication was filed for registration in my office on the _____ day of _____ _____, 20__, A.D. at ___ o'clock _.M., in File No. _____ of the Official Public Records of Waller County for said county.

Witness my hand and seal of office, at Hempstead, the day and date last above written.

_____
Debbie Hollan
Clerk of the County Court
Waller County, Texas

By:_____
Deputy

FIELD NOTES of a 0.2195 of one acre tract of land situated in the H.&T.C. R.R. Co. Survey, Section 51, Abstract No. 143, Waller County, Texas; said 0.2195 of one acre tract of land being out of and a part of a called 229.735 acre tract of land as conveyed to Millrose Properties Texas, LLC and recorded under Waller County Clerk's File No. (W.C.C.F. No.) 2500833; said 0.2195 of one acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990836.

COMMENCING at the Southeast corner of the residue of a called 310.5246 acre tract as described in deed to GR 310 L.L.C. and recorded in W.C.C.F. No. 2205137, the Southwest corner of a called 6.667 acre tract as described in deed to C & V Freeman LLC and Synergy Machine, LLC and recorded in W.C.C.F. No. 2406870, being in the Northerly right-of-way line of F.M. 529 (120 feet wide) as recorded in Volume 144, Page 505 of the Waller County Deed Records (W.C.D.R.), from which a found 1/2-inch capped iron rod stamped "RPLS 2085" bears S 21°42'16" W, 0.79 feet and from which a 1/2-inch capped iron rod stamped "RPLS 2085" found for the Southeast corner of said 6.667 acre tract and the Southwest corner of a called 318.15 acre tract of land as describe in deed to Century Land Holdings of Texas, LLC and recorded in W.C.C.F. No. 2411344 bears N 87°53'10" E, 66.74 feet.

THENCE N 01°56'07" W with the West line of said 6.667 acre tract a distance of 993.09 feet to an angle point.

THENCE S 88°03'53" W a distance of 17.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land and the POINT OF BEGINNING.

1) THENCE S 88°03'53" W with the South line of this tract of land a distance of 127.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southwest corner of this tract of land.

2) THENCE N 01°56'07" W with the West line of this tract of land a distance of 75.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Northwest corner of this tract of land.

3) THENCE N 88°03'53" E with the North line of this tract of land a distance of 127.50 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Northeast corner of this tract of land.

4) THENCE S 01°56'07" E with the East line of this tract of land a distance of 75.00 feet to PLACE OF BEGINNING; containing within said boundaries a calculated area of 0.2195 of one acre (9,563 sq. ft.) of land.

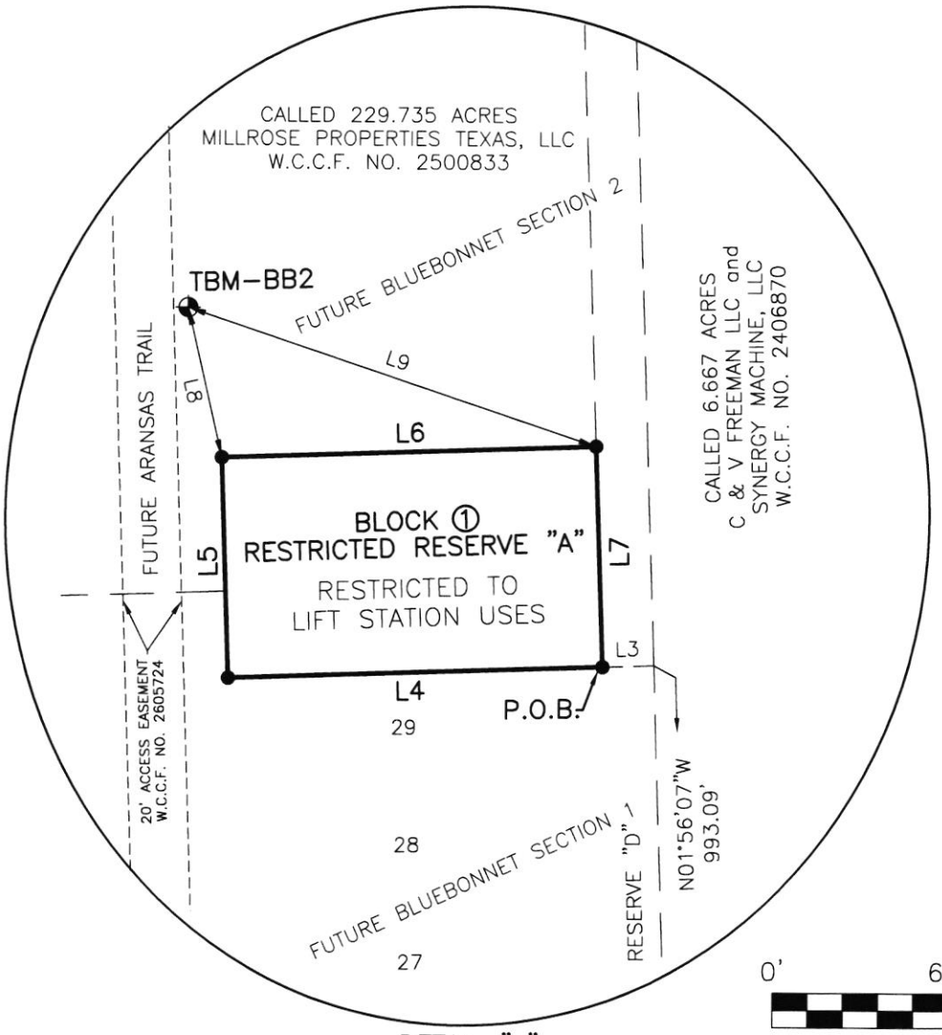
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
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TBPELS Nos. F-726 & 10092300

PARK LAND TABLE

PLAT	PARKS/TRAILS	OPEN SPACE	TOTAL
BLUEBONNET DETENTION BASIN 7	3.01 AC.	28.30 AC.	31.31 AC.
BLUEBONNET DETENTION BASIN 8	2.89 AC.	14.13 AC.	17.02 AC.
BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	0.00 AC.	0.00 AC.	0.00 AC.
TOTAL	5.90 AC.	42.43 AC.	48.33 AC.

REQUIRED NEIGHBORHOOD PARK LAND
1 ACRE PER 54 LOTS @ 876 LOTS = 16.2
1) 50% MINIMUM (8.1 ACRES) SHALL BE POCKET PARK/COMMUNITY PARK/TRAILS AROUND DETENTION PONDS.
2) REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE (LANDSCAPE BUFFERS, OPEN SPACE, DETENTION AREAS).

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°53'10"E	66.74'
L2	S87°13'28"W	65.38'
L3	S88°03'53"W	17.50'
L4	S88°03'53"W	127.50'
L5	N01°56'07"W	75.00'
L6	N88°03'53"E	127.50'
L7	S01°56'07"E	75.00'
L8	N12°58'36"W	52.21'
L9	N71°29'40"W	146.74'





SCALE: 1" = 60'

DETAIL "A"
TEMPORARY BENCHMARK (TBM-BB2)
SCALE: 1"=60'
A 5/8" BLUE CAPPED IRON ROD
STAMPED "E.H.R.A. 713-784-4500"
ELEV.=187.33'
(SEE NOTE 18)

SEPTEMBER, 2026 JOB NO. 231-088-23 SHEET 6 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936	10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM PLATTING@EHRA.TEAM TBPELS Nos. F-726 & 10092300

GENERAL NOTES:

1. B.L. indicates Building Line.
   C.I.R. indicates Capped Iron Rod.
   ELEV. indicates Elevation.
   FND. indicates Found.
   M.U.D. indicates Municipal Utility District
   N.T.S. indicates Not to Scale.
   PG. indicates Page.
   P.O.B. indicates Point of Beginning.
   P.O.C. indicates Point of Commencing.
   P.U.E. indicates Public Utility Easement.
   R.O.W. indicates Right-Of-Way.
   SQ. FT. indicates Square Feet.
   VOL. indicates Volume.
   W.C.C.F. NO. indicates Waller County Clerk's File Number.
   W.C.D.R. indicates Waller County Deed Records.

2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99990836.

3. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.

4. All lot corners, reserves and block corners are set 5/8" iron rods with cap stamped "E.H.R.A. 713-784-4500" unless otherwise noted.

5. 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.

6. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0275E, dated February 18, 2009 the subject property appears to be within Unshaded Zone "X"; defined as areas outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ and Associates, Inc.

7. According to City Planning Letter issued by Lennar Title Company with File No. 114729-002828 on January 12, 2026 there are no pipeline easements within the boundaries of this plat.

8. A subdivision variance has been approved to allow a minimum lot width of 40 feet by Waller County Commissioners Court on May 14, 2025.

9. A subdivision variance has been approved to allow cul-de-sacs to have a right-of-way radius of 60 feet and a pavement radius of 50 feet by Waller County Commissioners Court on May 14, 2025.

10. A subdivision variance has been approved to allow a minimum right-of-way width of a local street from 60 feet to 50 feet by Waller County Commissioners Court on May 14, 2025.

11. A subdivision variance has been approved to allow a minimum centerline radius for a local street of 300 feet with a minimum tangent of 50 feet between reverse curves by Waller County Commissioners Court on May 14, 2025.

12. A subdivision variance has been approved to allow a minimum right-of-way width of a collector street from 80 feet to 60 feet by Waller County Commissioners Court on May 14, 2025.

13. A subdivision variance has been approved to allow a minimum centerline radius for a collector street of 650 feet with a minimum tangent of 150 feet between reverse curves by Waller County Commissioners Court on May 14, 2025.

14. A subdivision variance has been approved to allow 25' Garage Building Lines and 20' Front Building Lines along cul-de-sacs and knuckles by Waller County Commissioners Court on October 29, 2025.

15. Park land shall comply with the the Development Agreement, approved on September 18, 2024. Furthermore park land shall adhere to required acreage of park land provided in the Park Land Table upon the submission of the final plat for the Bluebonnet project.

16. P.U.E.'s are reserved for non-electrical utilities.

17. The property subdivided in the foregoing plat lies in Waller County M.U.D. NO. 46, Royal Independent School District, and Brookshire-Katy Drainage District.

18. Benchmark: NGS Station No. A 1026 (PID AW2192) is a disk on top of concrete monument stamped "A 1026 1954" located south of the intersection of US 290 and FM 362 approx. 11.80 miles to the intersection with FM 529, on the southwest corner of the intersection. ELEV. = 203.6' (NAVD 88) 2001 Adjusted
    Temporary Bench Marks: TBM-BB2: Set 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500".
    Elev. =187.33' Feet (NAVD 1988) 2001 Adjusted.

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OWNER'S RESPONSIBILITIES:

(1) No structure in this subdivision shall be occupied until connected to a public sewer system which has been approved and permitted by Waller County Environmental Department.

(2) No structure in this subdivision shall be occupied until connected to an individual water supply or a state–approved community water system.

(3) In a subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality as meeting minimum standards for water utility service, the Commissioners Court may require a limited fire suppression system that requires a developer to construct:
(a) For a subdivision of fewer than 50 houses, 2,500 gallons of storage: or
(b) For a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water system or 5,000 gallons of storage.

(4) Structures built on lots in the designated Floodplain 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 elevation. 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.

(5) The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. 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 streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.

(6) The County assumes no responsibility for the accuracy of representations by other parties on the plat. Floodplain data, in particular, may change depending on subsequent development.

(7) 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.

(8) 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 Millrose Properties Texas LLC., a Texas limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

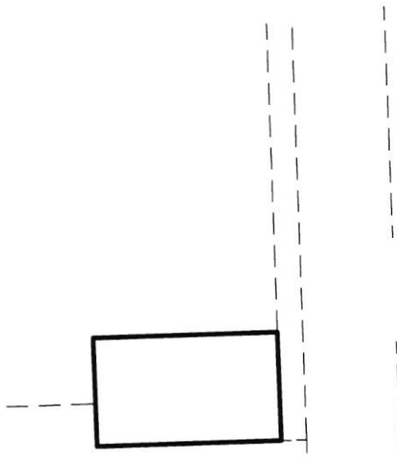
(9) Include certification that the subdivider has complied with the requirements of Section 232.032 and that:

(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.

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NOT TO SCALE

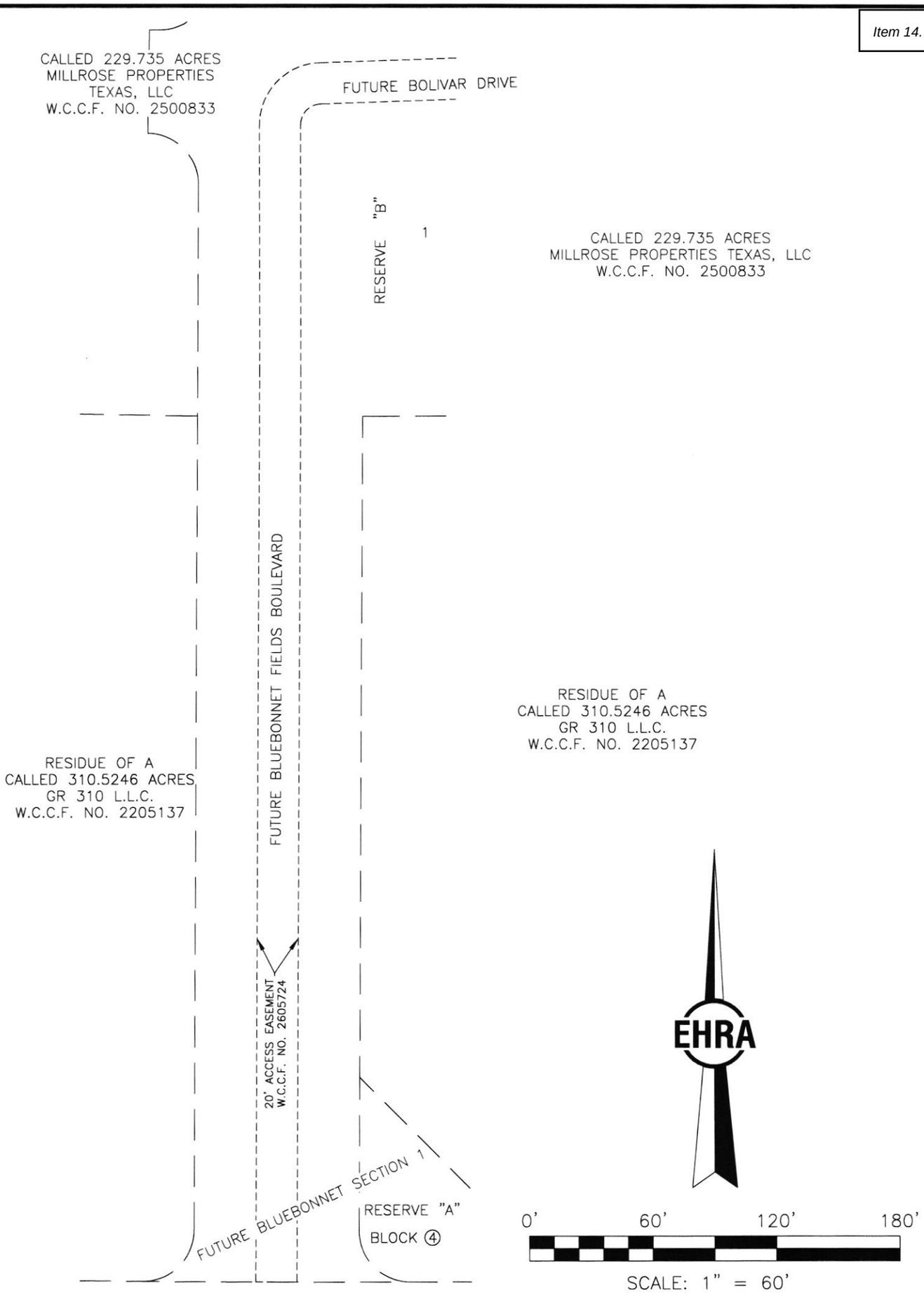


SHEET 12

SHEET 10

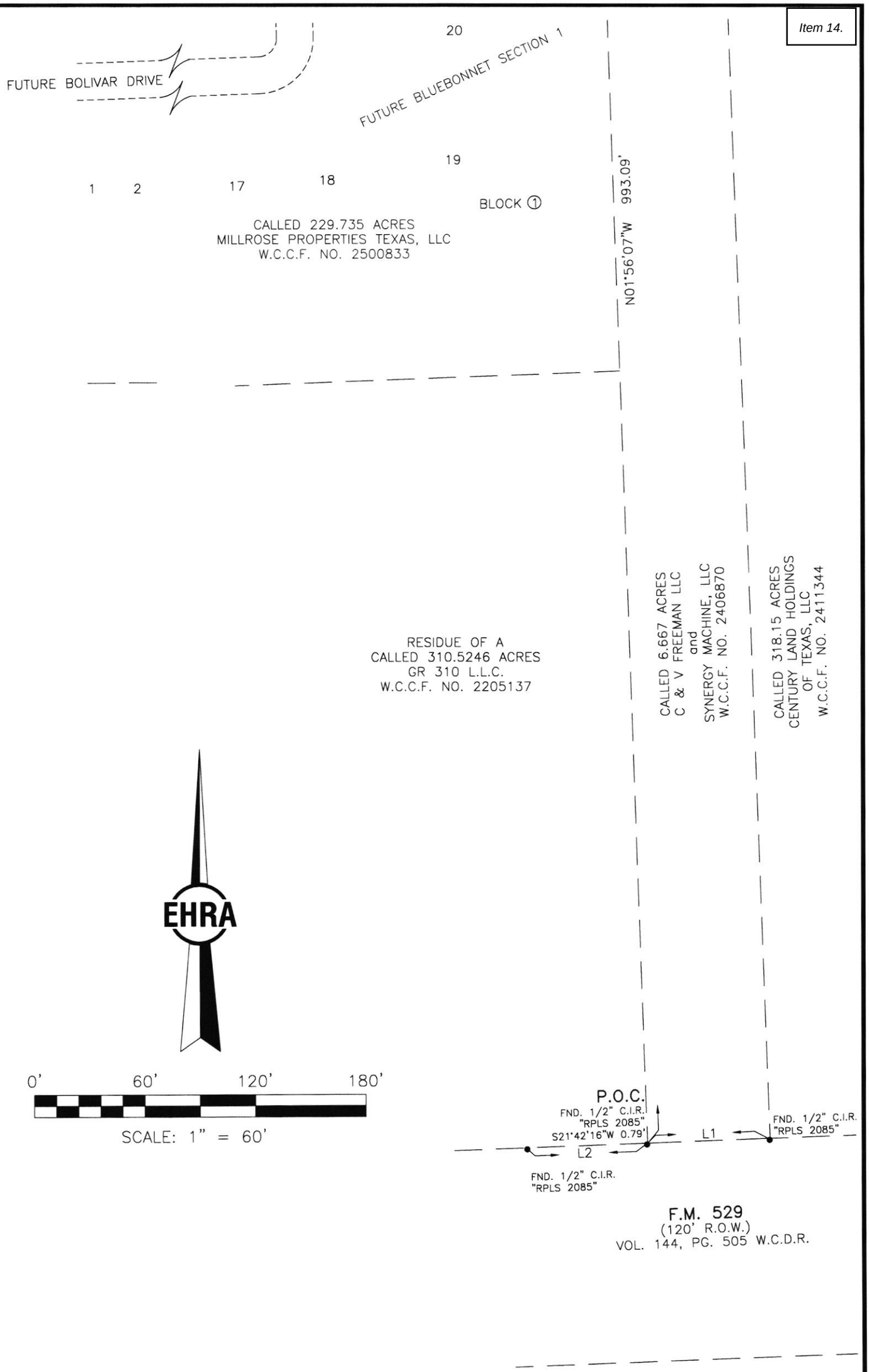
SHEET 11

SEPTEMBER, 2026 JOB NO. 231-088-23 SHEET 9 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936	10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM PLATTING@EHRA.TEAM TBPELS Nos. F-726 & 10092300



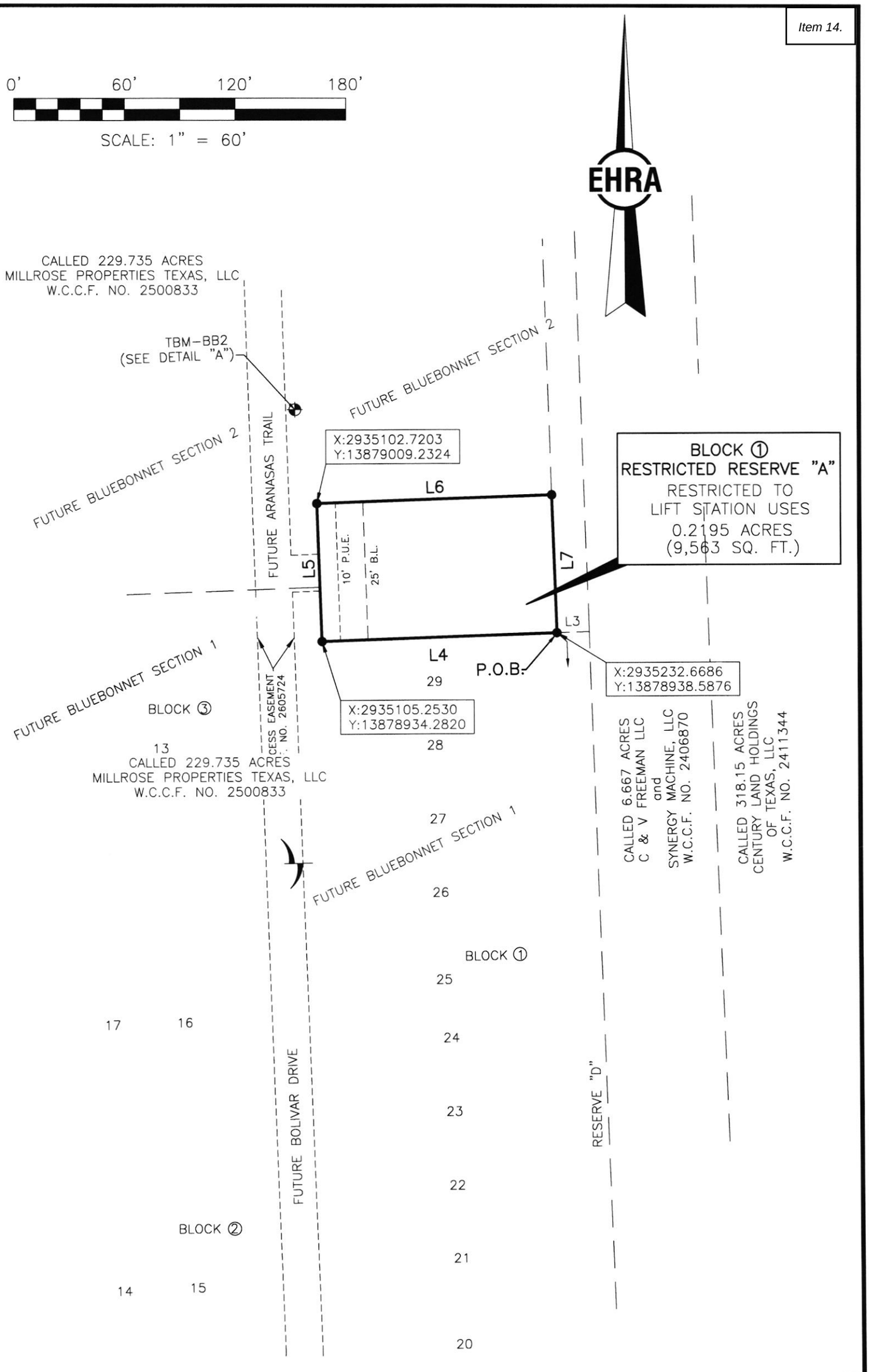
SEPTEMBER, 2026 JOB NO. 231-088-23 SHEET 10 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936

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SEPTEMBER, 2026 JOB NO. 231-088-23 SHEET 11 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936

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SEPTEMBER, 2026 JOB NO. 231-088-23 SHEET 12 OF 12	OWNER: MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUEBONNET WALLER COUNTY M.U.D. NO. 46 LIFT STATION NO. 1	EHRA ENGINEERING THE FUTURE SINCE 1936

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Bluestem Section 8

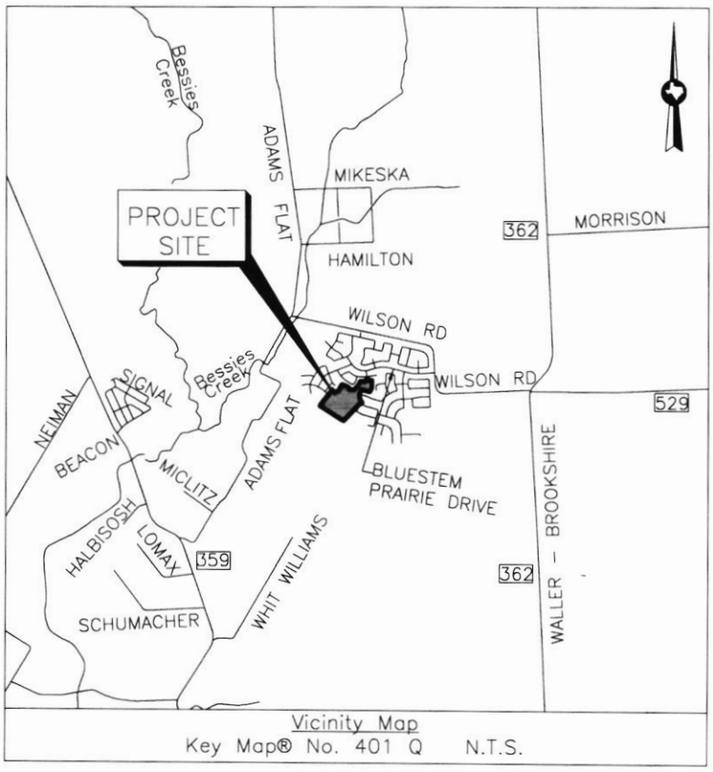
Date: September 30, 2026

Background

Final Plat of Bluestem Section 8 Subdivision which consists of 24.69 acres will include 64 Lots, 3 Blocks and 2 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



FINAL PLAT OF BLUESTEM SECTION 8

BEING A SUBDIVISION OF 24.69 ACRES OUT OF
THE WILLIAM B. ELLIS SURVEY, A-127,
WALLER COUNTY, TEXAS.

64 LOTS 3 BLOCKS 2 RESERVES

BLUESTEM DEVELOPMENT COMPANY, LLC,
A TEXAS LIMITED LIABILITY COMPANY
206 EAST 9TH STREET, SUITE 1300
AUSTIN, TEXAS 78701
(713) 452-1700

EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPELS Firm Nos.
F-726 & 10092300

STATE OF TEXAS §

COUNTY OF WALLER §

We, Bluestem Development Company, LLC, a Texas limited liability company owner (or owners) of the property subdivided in the above map of the Bluestem Section 8, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above 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 of hereby certify that we are the Owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Bluestem Section 8 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys, or public ditches, streams, etc., either directly or indirectly is strictly prohibited.

2. All stock animals, horses, and fowl shall be fenced in and not allowed to run at large in the subdivision.

3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or walks, although dipstyle driveways are encouraged where appropriate.

4. Property owners will obtain Development Permits/Permit Exemptions from the County Floodplain Administrator for all development.

5. There are no known underground pipelines within the confines of this subdivision exceptas shown on the above plat.

6. There shall be no sanitary sewer system or any water well constructed within 50 feet of any lot line that does not adjoin a public road.

WITNESS our hand in Waller County, Texas, this 16, day of September, 2026.

OWNER
Bluestem Development Company, LLC,
a Texas limited liability company

BY: _____
Daniel K. Signorelli, Manager
Bluestem Development Company, LLC,
a Texas limited liability company

STATE OF TEXAS §

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Daniel K. Signorelli, Manager of Bluestem Development Company, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed it for the purposes and considerations set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of September, 2026.

_____
Notary Public in and for the State of Texas
My Commission expires: 1/18/2027

NOTARY PUBLIC STATE OF TEXAS
DANIA KHWAJA
Notary ID #131857999
My Commission Expires
January 18, 2027

SEPTEMBER, 2026 211-071-08 SHEET 2 OF 20	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 20__ A.D.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith, P.E., R.P.L.S.
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 then current Waller County Subdivision and Development Regulations, in this regard.

I, J. Ross McCall, P.E., County Engineer of Waller County, Texas, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

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

I, Elaine C. Stremlau, a Registered Professional Engineer, hereby certify that all engineering for streets and drainage within the subdivision is in compliance with Waller County Subdivision and Development Regulations, including the Engineering Design Standards incorporated as Appendix A, and with all generally accepted engineering standards.

9/17/26
Date

Elaine C. Stremlau
Registered Professional Engineer

STATE OF TEXAS
ELAINE C. STREMLAU
149603
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §

COUNTY OF Harris §

ECS 9/17/26

BEFORE ME, the undersigned authority, on this day personally appeared Elaine C. Stremlau, 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 17 day of September, 2026.

Jessica Romero
Notary Public in and for the State of Texas
My Commission expires: December 7, 2027

JESSICA ROMERO
Notary ID #134672503
My Commission Expires
December 7, 2027

SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936	10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
211-071-08				
SHEET 3 OF 20				

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrume the certificate of authentication was filed for registration in my office on the _____ day of _____, 20__, A.D. at __ o'clock _.M., in File No. _____ of the Official Public Records of Waller County for said county.

Witness my hand and seal of office, at Hempstead, the day and date last above written.

_____
Debbie Hollan
Clerk of the County Court
Waller County, Texas

By:_____
Deputy

This is to certify that I, A. Munroe Kelsay, 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 No. 48473C0275E & 48473C0350E, dated February 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 Community Panel No. 48473C0275E & 48473C0350E, dated February 18, 2009.

A. Munroe Kelsay
Registered Professional Land Surveyor
Texas Registration No. 5580

STATE OF TEXAS
REGISTERED
A. MUNROE KELSAY
5580
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §

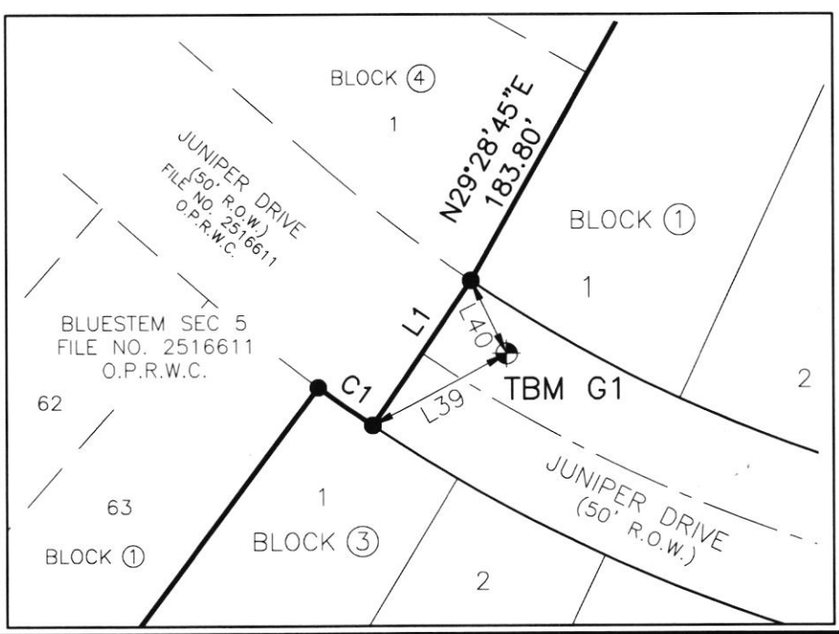
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared A. Munroe Kelsay, 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 18 day of September, 2026.

Jessica Romero
Notary Public in and for the State of Texas
My Commission expires: December 7, 2027

JESSICA ROMERO
Notary ID #134672503
My Commission Expires
December 7, 2027



DETAIL
TEMPORARY BENCHMARK (TBM) G1

SCALE: 1"=50'
CUT BOX IN CONCRETE
ELEV.=171.90'
PROJECT BENCHMARK: NGS NO. AW2192
ELEV. 203.6'
(SEE NOTE 19)
(SEE SHEET 20)

SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 4 OF 20			

OWNER'S RESPONSIBILITIES:

(1) No structure in this subdivision shall be occupied until connected to a public sewer system which has been approved and permitted by Waller County Environmental Department.

(2) No structure in this subdivision shall be occupied until connected to an individual water supply or a state–approved community water system.

(3) In a subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality as meeting minimum standards for water utility service, the Commissioners Court may require a limited fire suppression system that requires a developer to construct:
(a) For a subdivision of fewer than 50 houses, 2,500 gallons of storage: or
(b) For a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water system or 5,000 gallons of storage.

(4) Structures built on lots in the designated Floodplain 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 elevation. 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.

(5) The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. 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 streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.

(6) The County assumes no responsibility for the accuracy of representations by other parties on the plat. Floodplain data, in particular, may change depending on subsequent development.

(7) 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.

(8) 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 Bluestem Development Company, LLC, a Texas limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

(9) 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.

NOTES:
(1) B.L. indicates Building Line
FND indicated Found
FT. indicates Foot
I.R. indicates Iron Rod
N.T.S. indicates Not To Scale
O.P.R.W.C. indicates Official Public Records Waller County
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.U.E. indicates Public Utility Easement
R= indicates Radius
R.O.W. indicates Right–Of–Way
SQ.FT. indicates Square Feet
STM S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement
VOL. indicates Volume.
W.C.C.F. NO. indicates Waller County Clerk's File Number
W.C.D.R. indicates Waller County Deed Records
(F) indicates Found 5/8" Capped Iron Rod stamped "E.H.R.A. 713–784–4500"

(2) All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.

(3) All easements extend equidistant from either side of the property and lot lines unless otherwise noted.

(4) All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). Scale factor = 0.999906628611.

(5) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

(6) All lot corners, reserves and block corners are set 5/8" iron rods with cap stamped "E.H.R.A. 713–784–4500" unless otherwise noted.

(7) According to City Planning Letter issued by Texas American Title Company with File No. 2791026–04415 on August 13, 2026, there are no pipeline easements within the boundaries of this plat.

(8) 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.

NOTES: (CONTINUED)

(9) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0275E and Map No. 48473C0350E, dated February 18, 2009, the subject property appears to be within Unshaded Zone "X"; defined as areas outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ and Associates, Inc.

(10) The property subdivided in the foregoing plat lies in Waller County, Waller County M.U.D. No. 41 and Royal Independent School District.

(11) A subdivision variance has been approved to allow a minimum lot width of 40' by Waller County Commissioners Court on July 28, 2021.

(12) A subdivision variance has been approved to allow a minimum right-of-way width of 50' for local streets by Waller County Commissioners Court on July 28, 2021.

(13) A subdivision variance has been approved to allow a cul-de-sac right-of-way radius of 50' with a corresponding 42' pavement radius by Waller County Commissioners Court on July 28, 2021.

(14) A subdivision variance has been approved to allow a minimum centerline radius of 300 feet with a minimum tangent of 50 feet between the reverse curves by Waller County Commissioners Court on March 2, 2022.

(15) One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets 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 subdivision 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.

(16) The proposed land uses for Bluestem Section 8 shall consist of residential, right-of-way, landscape, and recreation.

(17) Tract is subject to Affidavit to the Public as recorded under Waller County Clerk's File No. 2210774.

(18) Tract is subject to Agreement as recorded under Waller County Clerk's File No. 2302931.

(19) Benchmark: NGS Station No. A 1026 (PID AW2192) is a disk on top of concrete monument stamped "A 1026 1954" located south of the intersection of US 290 and FM 362 approx. 11.80 miles to the intersection with FM 529, on the southwest corner of the intersection.
Elev.= 203.6' (NAVD 88) 2001 Adjusted
Temporary Bench Marks: TBM-G1: Set 5/8-inch capped iron rod stamped
"E.H.R.A. 713-784-4500".
Elev. =171.90' Feet (NAVD 1988) 2001 Adjusted.

(20) A subdivision variance has been approved to allow a minimum right-of-way width of 60' for collector streets by Waller County Commissioners Court on July 27, 2022.

(21) Typical lot size within this section is 50' wide by 120' deep.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°10'42"E	50.00'
L2	S24°11'36"E	52.46'
L3	S72°24'03"E	109.57'
L4	N75°05'15"E	110.10'
L5	N13°19'13"E	30.41'
L6	N23°29'39"E	111.80'
L7	N30°38'54"E	44.93'
L8	N32°33'53"E	53.25'
L9	S56°47'34"E	48.88'
L10	S52°12'18"E	80.36'
L11	S00°11'55"W	40.81'
L12	S71°56'41"E	51.73'
L13	N36°17'11"E	56.84'
L14	N27°33'19"E	109.81'
L15	S87°10'21"E	50.00'
L16	S17°33'38"W	47.90'
L17	S48°36'02"W	50.00'
L18	S55°21'25"W	18.07'
L19	S42°44'23"W	100.84'
L20	S42°44'23"W	50.00'
L21	N47°15'37"W	22.42'
L22	N56°45'12"W	81.38'
L23	S86°05'53"E	77.62'
L24	N08°10'39"W	2.27'
L25	S55°42'56"W	50.67'
L26	N47°15'37"W	108.80'
L27	N79°23'19"W	90.57'
L28	S66°33'19"W	34.93'
L29	N53°42'49"W	87.35'
L30	S86°05'53"E	67.87'
L31	N69°43'51"E	27.00'
L32	S11°40'30"W	35.00'
L33	S08°26'26"E	35.00'
L34	S28°33'22"E	35.00'
L35	S48°40'18"E	35.00'
L36	S68°47'14"E	35.00'
L37	S88°20'13"E	58.90'
L38	N48°52'34"W	106.31'
L39	N61°42'05"E	43.37'
L40	S25°53'11"E	23.13'
L41	S81°01'55"W	196.71'
L42	N08°58'05"W	20.00'
L43	N81°01'55"E	194.40'

FIELD NOTES of a 24.69 acres tract of land situated in the William B. Ellis Survey, Abstract No. 127, Waller County, Texas; said 24.69 acre tract of land being out of and a part of the residue of a called 183.76 acre tract of land conveyed to Bluestem Development Company LLC and recorded under Waller County Clerk's File Number (W.C.C.F. No.) 2415761; said 24.69 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.999906628611. Reference is made to exhibit drawing of even date accompanying this metes and bounds description.

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the Southwest corner of this tract of land, the Southeast corner Reserve "A", Block 1 of Bluestem Section 5 as recorded in File Number 2516611 of the Official Public Records of Waller County (O.P.R.W.C.) and in the Northerly line of a called 109.974 acre tract of land as described in deed and recorded in W.C.C.F. No. 901420 and in Volume 1152, Page 388 of the Waller County Deed Records (W.C.D.R.).

THENCE along the Westerly line of this tract of land and the Easterly line of said Bluestem Section 5 the following courses and distances:

1) N 36°28'13" E, a distance of 435.77 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

2) Along said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 02°17'31", an arc length of 19.00 feet and a chord bearing S 54°40'32" E, a distance of 19.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

3) N 34°10'42" E, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

4) N 29°28'45" E, a distance of 183.80 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for an angle point in the Southerly line of Block 5 of Bluestem Section 3 as recorded in File Number 2309483 O.P.R.W.C.

THENCE along the Northwesterly line of this tract of land and the Southerly line of said Block 5, Bluestem Section 3 the following courses and distances:

5) S 24°11'36" E, a distance of 52.46 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

6) S 72°24'03" E, a distance of 109.57 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

7) N 75°05'15" E, a distance of 110.10 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

8) N 13°19'13" E, a distance of 30.41 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

9) N 23°29'39" E, a distance of 111.80 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

10) N 30°38'54" E, a distance of 44.93 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

11) N 32°33'53" E, a distance of 53.25 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

THENCE along the Northerly line of this tract of land and the Southerly line of said Block 5, Bluestem Section 3 the following courses and distances:

12) S 71°04'39" E, a distance of 135.92 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

13) S 56°47'34" E, a distance of 48.88 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

14) S 52°12'18" E, a distance of 80.36 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

15) S 00°11'55" W, a distance of 40.81 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

16) S 71°56'41" E, a distance of 51.73 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point..

17) N 89°21'42" E, a distance of 122.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

18) N 41°44'55" E, a distance of 181.87 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

19) N 36°17'11" E, a distance of 56.84 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

20) N 27°33'19" E, a distance of 109.81 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

21) S 87°53'41" E, a distance of 159.98 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point, being in the arc of a non-tangent curve to the left.

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22) Along said non-tangent curve to the left having a radius of 275.00 feet, a central angle of 23°17'15", a length of 111.77 feet and a chord bearing N 14°28'17" E, a distance of 111.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

23) S 87°10'21" E, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point, being in the arc of a non-tangent curve to the right.

24) Along said non-tangent curve to the right having a radius of 325.00 feet, a central angle of 12°52'07", an arc length of 72.99 feet and a chord bearing S 09°15'43" W, a distance of 72.84 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

25) N 89°21'42" E, a distance of 147.75 feet to 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for the Northeast corner of this tract of land, in the South line of Lot 18, Block 3 of said Bluestem Section 3 and the Northwest corner of Lot 37, Block 2 of Bluestem Section 6 as recorded in File Number 2507510 O.P.R.W.C.

THENCE along the Easterly line of this tract of land and the Westerly line of said Bluestem Section 6 the following courses and distances:

26) S 00°32'30" E, a distance of 210.50 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

27) S 17°33'38" W, a distance of 47.90 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

28) S 26°39'39" W, a distance of 122.65 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point.

29) N 78°26'25" W, a distance of 284.98 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" found for an angle point, being in the arc of a non-tangent curve to the left.

30) Along said non-tangent curve to the left having a radius of 350.00 feet, a central angle of 74°26'53", at an arc length 327.55 feet pass the Southwest corner of Lot 33, Block 1 of said Bluestem Section 6; continuing a total arc length of 454.78 feet and a chord bearing S 04°10'31" E, a distance of 423.45 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point.

31) S 48°36'02" W, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point, being in the arc of a non-tangent curve to the left.

32) Along said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 83°14'37", an arc length of 36.32 feet and a chord bearing N 83°01'17" W, a distance of 33.21 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point.

33) S 55°21'25" W, a distance of 18.07 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for a point of curvature to the left.

34) Along said curve to the left having a radius of 375.00 feet, a central angle of 12°37'02", an arc length of 82.58 feet and a chord bearing S 49°02'54" W, a distance of 82.41 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point.

35) S 42°44'23" W, a distance of 100.84 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for a point of curvature to the left.

36) Along said curve to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet and a chord bearing S 02°15'37" E, a distance of 35.36 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point.

37) S 42°44'23" W, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point.

38) N 47°15'37" W, a distance of 22.42 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for an angle point.

39) S 42°44'23" W, a distance of 510.35 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land, a point in the Southerly line of said 183.76 acre tract and the Northerly line of said 109.974 acre tract.

THENCE along the Southerly line of this tract, the Southerly line of said 183.76 acre tract and the Northerly line of said 109.974 acre tract of land the following courses and distances:

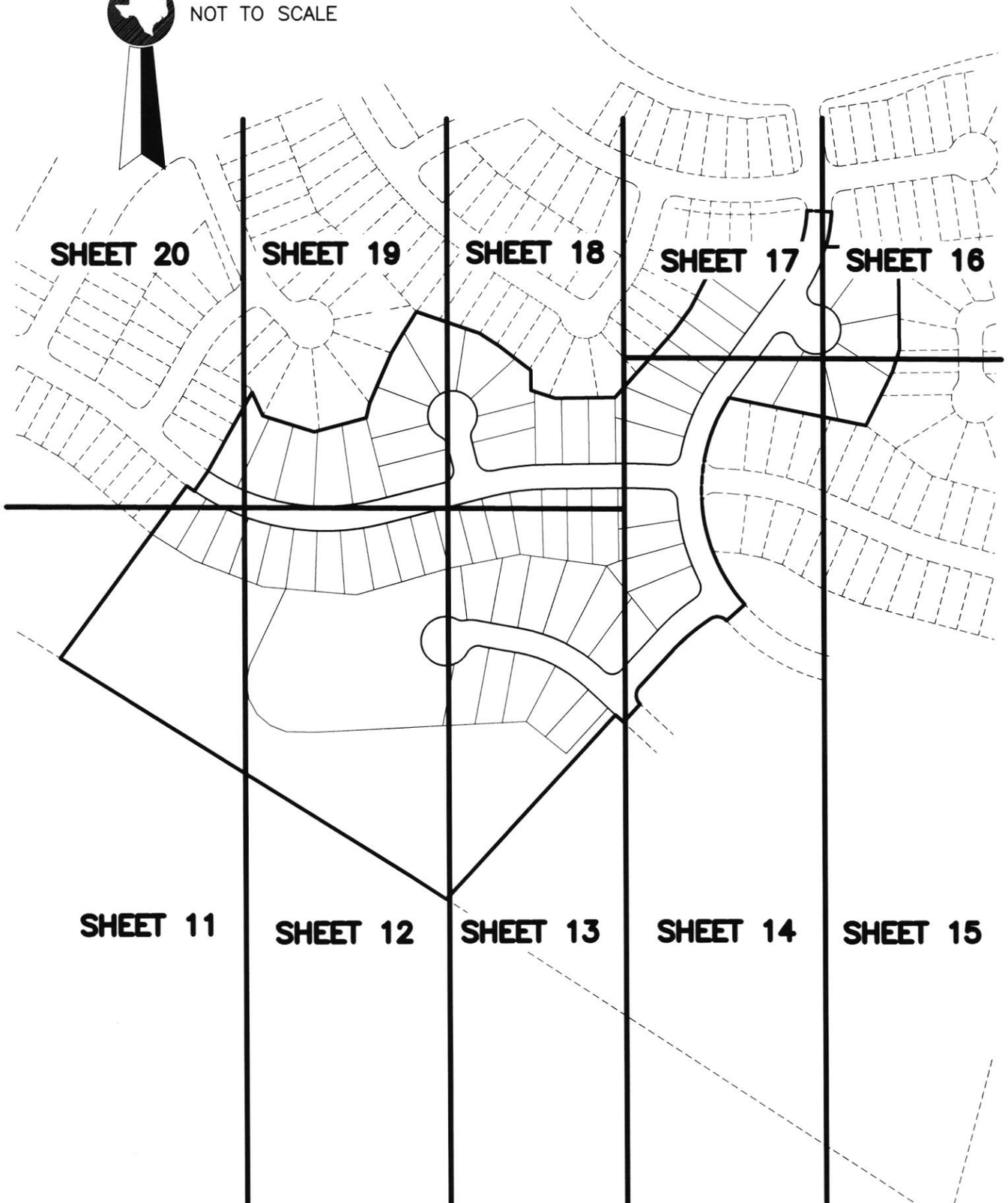
40) N 56°45'12" W, a distance of 81.38 feet to a 3/8-inch iron rod found for an angle point.

41) N 57°53'49" W, a distance of 845.64 feet to the POINT OF BEGINNING and containing within said boundaries a calculated area of 24.69 acres (1,075,483 sq. ft.) of land.

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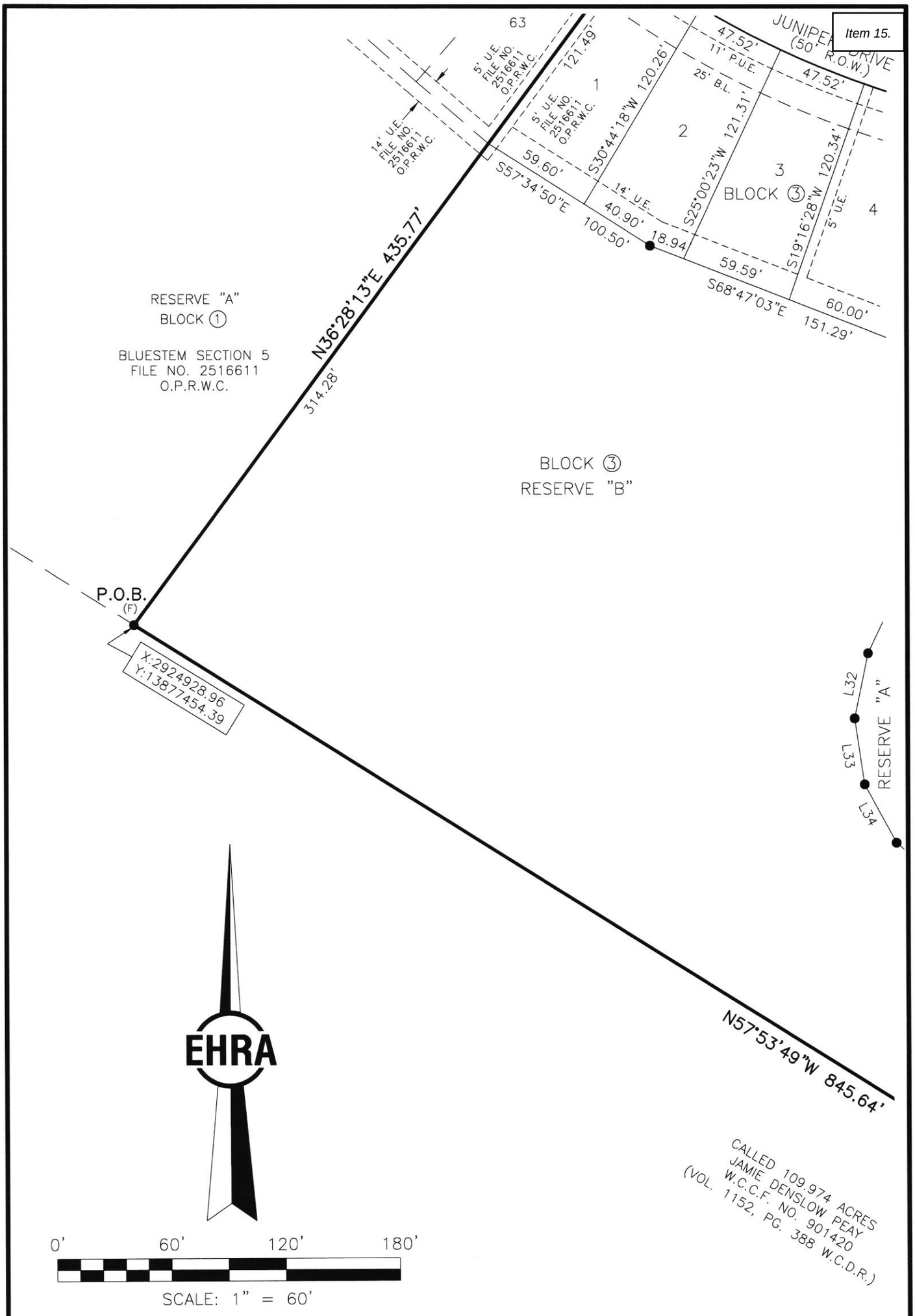
CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	475.00'	2°17'31"	19.00'	S54°40'32"E	19.00'
C2	275.00'	23°17'15"	111.77'	N14°28'17"E	111.00'
C3	325.00'	12°52'07"	72.99'	S09°15'43"W	72.84'
C4	350.00'	74°26'53"	454.78'	S04°10'31"E	423.45'
C5	25.00'	83°14'37"	36.32'	N83°01'17"W	33.21'
C6	375.00'	12°37'02"	82.58'	S49°02'54"W	82.41'
C7	25.00'	90°00'00"	39.27'	S02°15'37"E	35.36'
C8	450.00'	48°14'57"	378.95'	S79°56'47"E	367.85'
C9	500.00'	13°25'58"	117.22'	N82°38'44"E	116.95'
C10	1200.00'	4°32'24"	95.09'	S88°22'06"E	95.06'
C11	375.00'	77°41'09"	508.45'	N02°33'24"W	470.39'
C12	300.00'	33°27'31"	175.19'	N19°33'25"E	172.71'
C13	300.00'	11°00'18"	57.62'	N02°40'30"W	57.53'
C14	400.00'	12°58'34"	90.59'	S49°13'39"W	90.40'
C15	300.00'	32°07'41"	168.22'	N63°19'28"W	166.03'
C16	50.00'	34°03'23"	29.72'	S83°35'00"W	29.28'
C17	475.00'	48°14'57"	400.00'	S79°56'47"E	388.29'
C18	475.00'	13°25'58"	111.36'	N82°38'44"E	111.11'
C19	1175.00'	4°32'24"	93.11'	S88°22'06"E	93.08'
C20	25.00'	83°14'37"	36.32'	S44°28'35"E	33.21'
C21	400.00'	24°40'25"	172.25'	S15°11'29"E	170.93'
C22	25.00'	83°14'37"	36.32'	S14°05'38"W	33.21'
C23	425.00'	12°58'34"	96.25'	S49°13'39"W	96.05'
C24	25.00'	90°00'00"	39.27'	S87°44'23"W	35.36'
C25	325.00'	32°07'41"	182.24'	N63°19'28"W	179.86'
C26	75.00'	20°34'04"	26.92'	N89°40'21"W	26.78'
C27	25.00'	37°26'55"	16.34'	N81°13'55"W	16.05'
C28	50.00'	269°57'44"	235.59'	S17°27'26"E	70.73'
C29	25.00'	73°03'00"	31.87'	N64°05'11"E	29.76'
C30	275.00'	32°07'41"	154.20'	S63°19'28"E	152.19'
C31	275.00'	33°27'31"	160.59'	N19°33'25"E	158.32'
C32	400.00'	25°37'41"	178.92'	S23°28'20"W	177.43'
C33	25.00'	83°14'37"	36.32'	S52°16'48"W	33.21'
C34	1225.00'	4°32'24"	97.07'	N88°22'06"W	97.04'
C35	525.00'	11°56'18"	109.39'	S83°23'34"W	109.19'
C36	25.00'	88°30'20"	38.62'	N58°19'25"W	34.89'
C37	25.00'	48°11'23"	21.03'	N10°01'26"E	20.41'
C38	50.00'	276°22'46"	241.19'	S75°55'45"W	66.67'
C39	25.00'	48°11'23"	21.03'	S38°09'57"E	20.41'
C40	25.00'	90°00'00"	39.27'	S30°55'45"W	35.36'
C41	425.00'	48°14'57"	357.90'	N79°56'47"W	347.41'
C42	350.00'	77°41'09"	474.56'	S02°33'24"E	439.03'
C43	25.00'	119°52'02"	52.30'	S83°46'49"E	43.27'
C44	50.00'	240°56'44"	210.26'	N35°40'50"E	86.19'
C45	25.00'	116°00'50"	50.62'	N26°47'07"W	42.41'
C46	325.00'	28°23'39"	161.06'	N17°01'29"E	159.42'
C47	450.00'	6°56'44"	54.55'	S52°20'56"E	54.52'

NOT TO SCALE

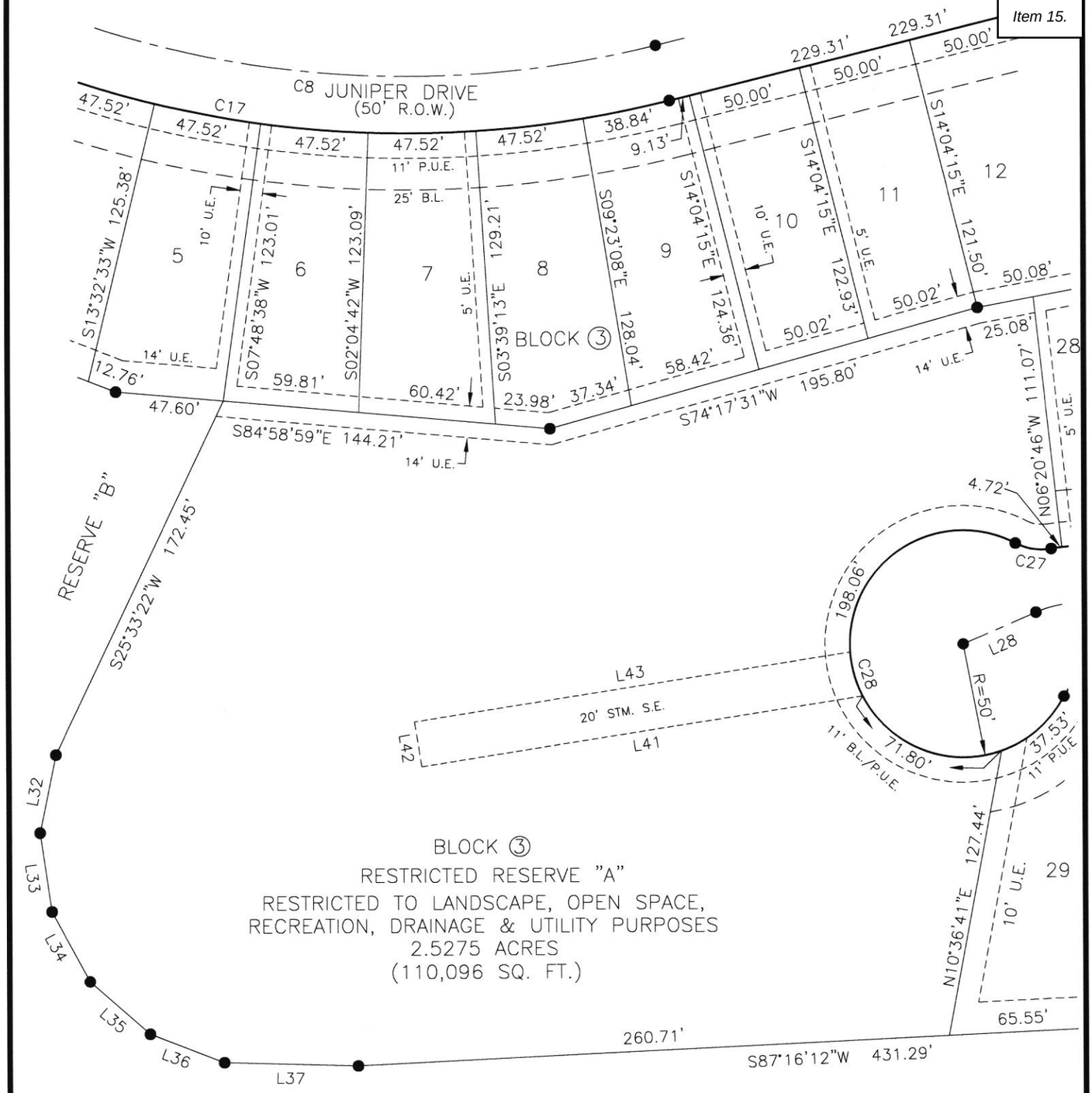


SEPTEMBER, 2026 211-071-08 SHEET 10 OF 20	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPELS Firm Nos.
F-726 & 10092300



SEPTEMBER, 2026 211-071-08 SHEET 11 OF 20	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936	10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300



BLOCK ③
RESTRICTED RESERVE "A"
RESTRICTED TO LANDSCAPE, OPEN SPACE,
RECREATION, DRAINAGE & UTILITY PURPOSES
2.5275 ACRES
(110,096 SQ. FT.)

BLOCK ③
RESTRICTED RESERVE "B"
RESTRICTED TO LANDSCAPE, OPEN SPACE,
RECREATION, DRAINAGE & UTILITY PURPOSES
5.9711 ACRES
(260,100 SQ. FT.)

N57°53'49"W 845.64'

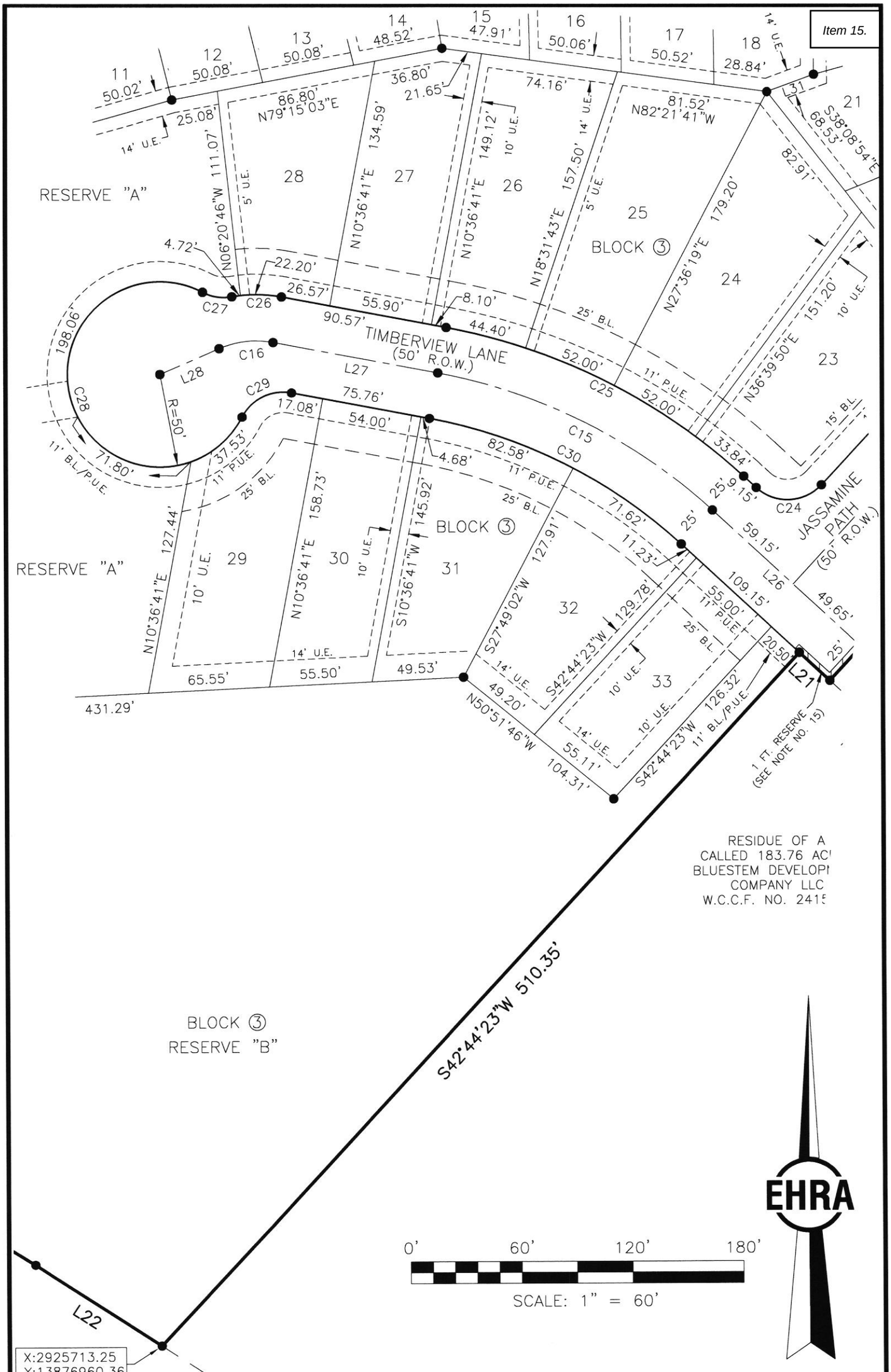
CALLED 109.974 ACRES
JAMIE DENSLOW PEAY
W.C.C.F. NO. 901420
(VOL. 1152, PG. 388 W.C.D.R.)

0' 60' 120' 180'

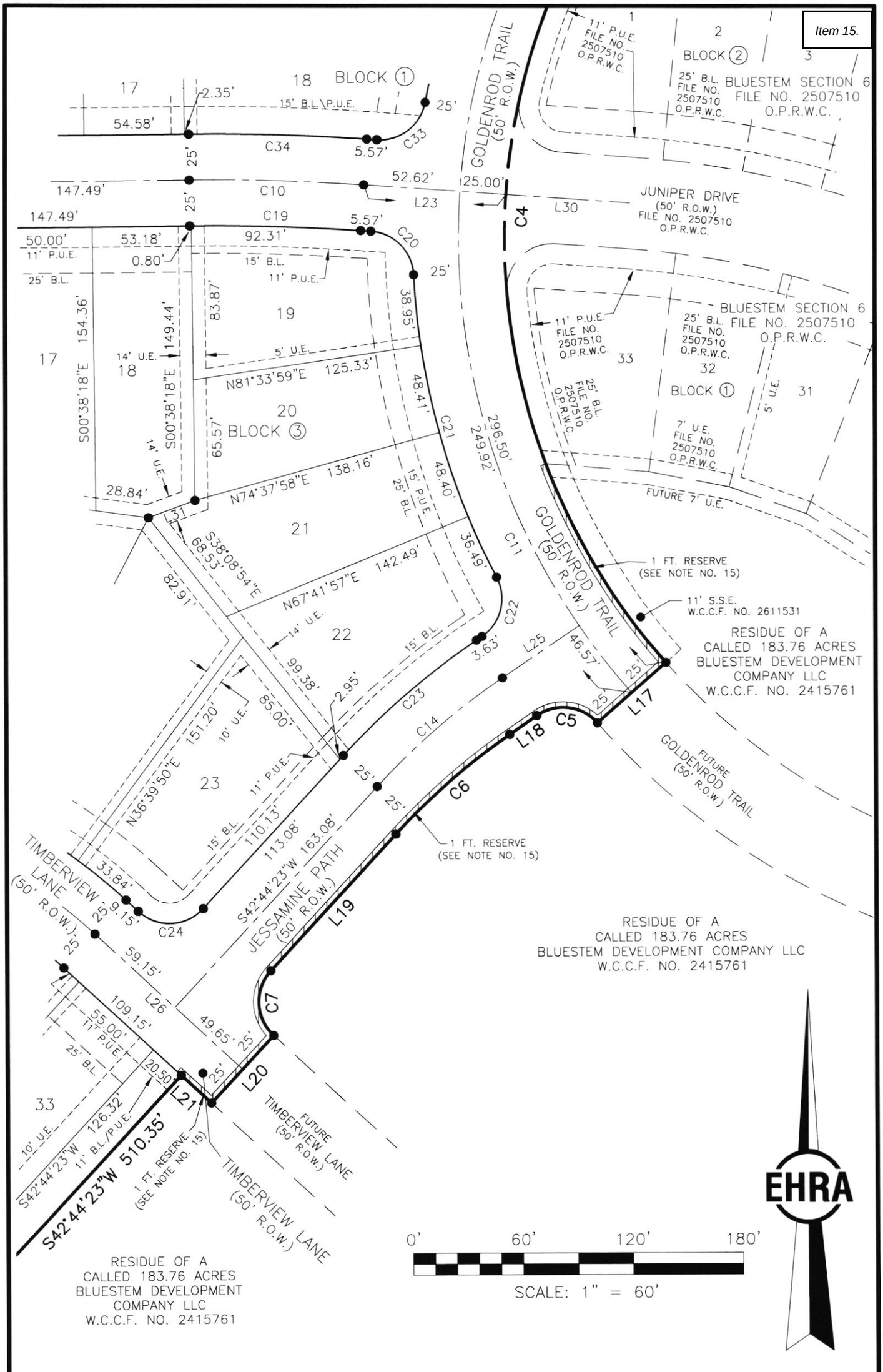
SCALE: 1" = 60'

EHRA

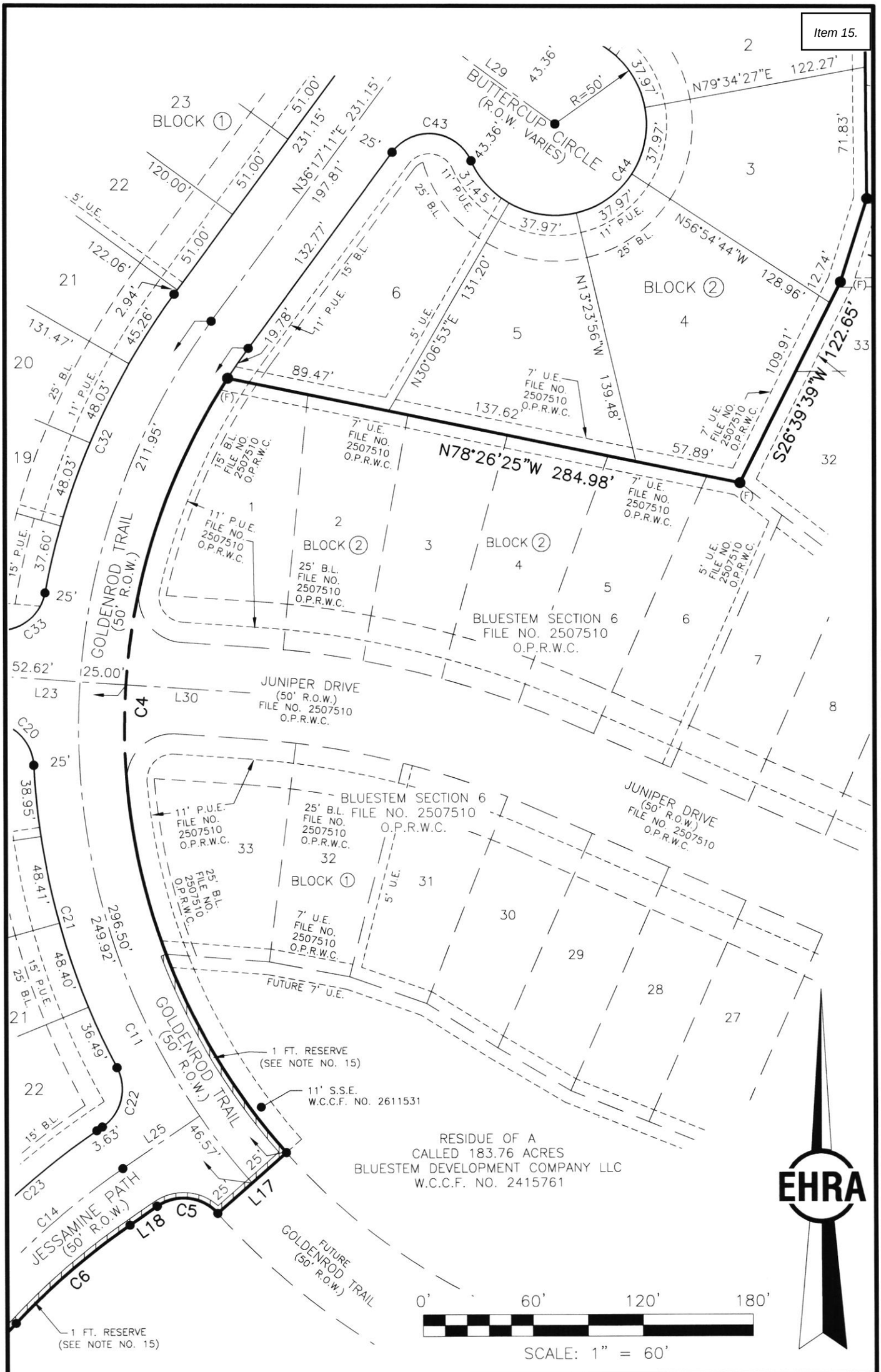
SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 12 OF 20			



SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 13 OF 20			

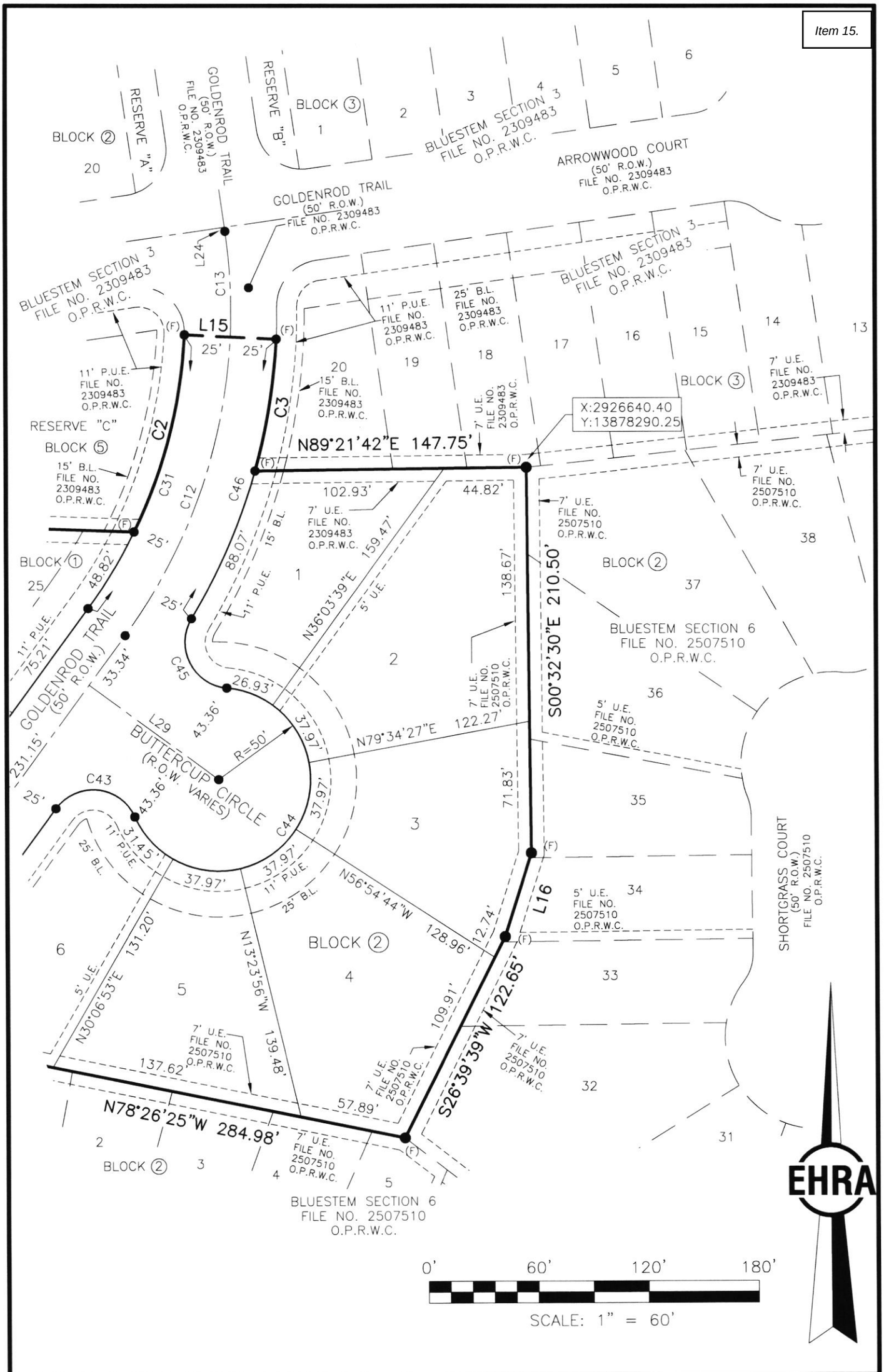


SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 14 OF 20			

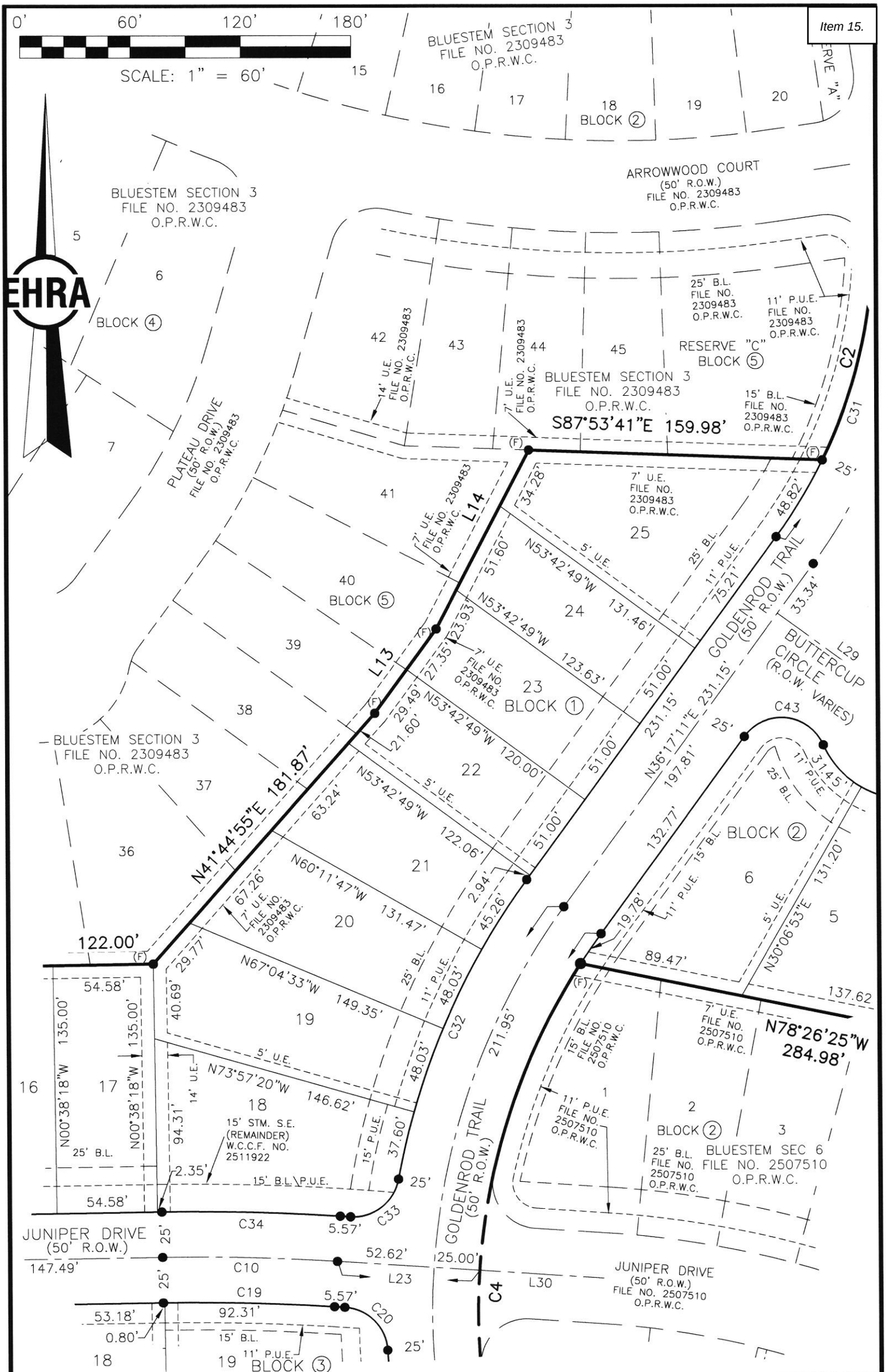


SEPTEMBER, 2026 211-071-08 SHEET 15 OF 20	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936

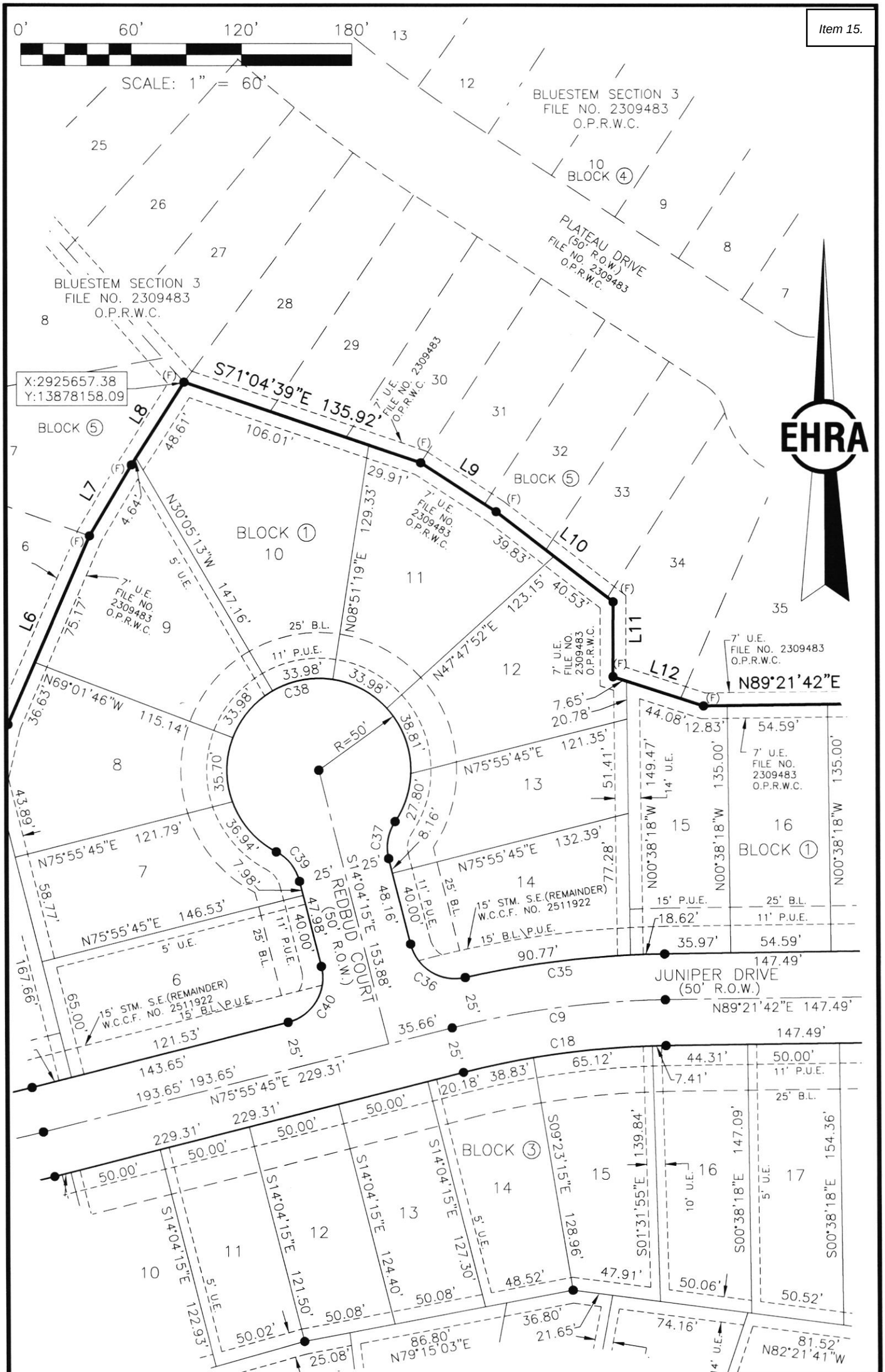
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPELS Firm Nos.
F-726 & 10092300



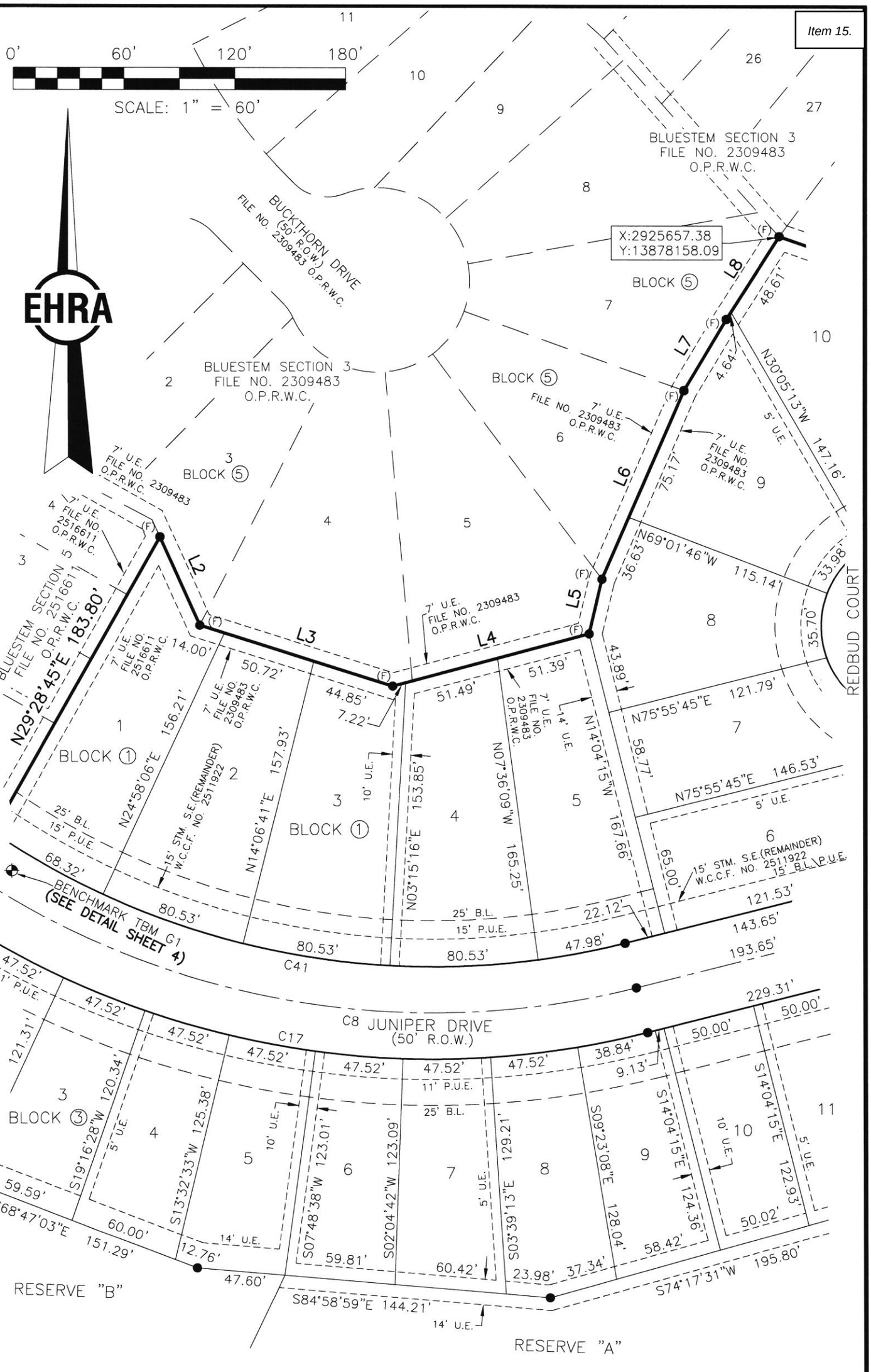
SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 16 OF 20			



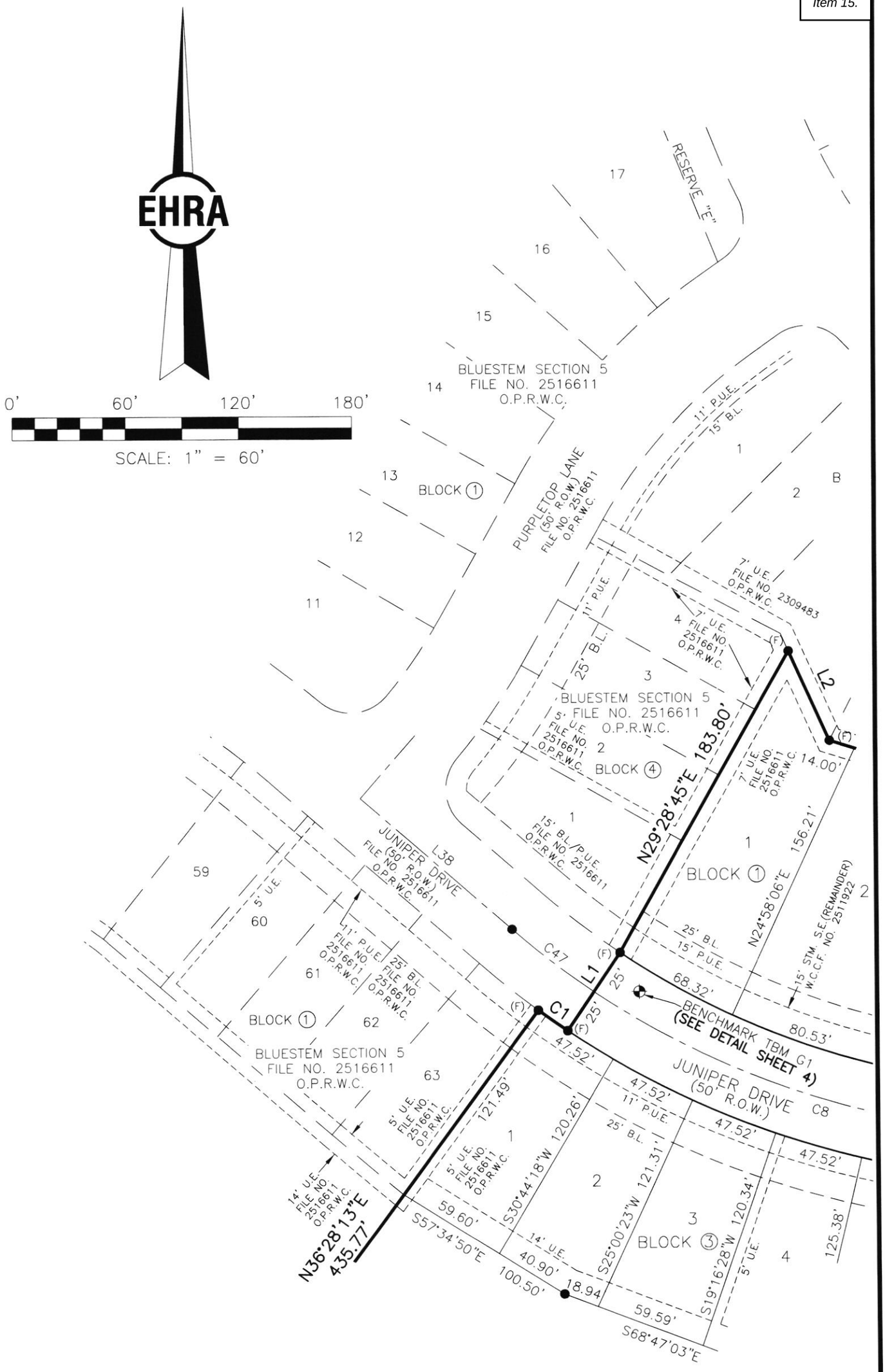
SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 17 OF 20			



SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 18 OF 20			



SEPTEMBER, 2026	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936
211-071-08			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300
SHEET 19 OF 20			



SEPTEMBER, 2026 211–071–08 SHEET 20 OF 20	OWNER: BLUESTEM DEVELOPMENT COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY	FINAL PLAT OF BLUESTEM SECTION 8	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM TBPELS Firm Nos. F-726 & 10092300

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
September 8, 2026

Registration # 037614
Joan Sargent Waller Co. Treasurer
Deputy JG Date 9-10-26

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

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			- First Call 9/6/2026 - - per Judge Hester				$ 450.00
1			Transport to FBCME				$ 500.00
1			Body Bag				$ 200.00
						Balance Due	$ 1150.00

Thank You,

SEP10'26PM1:57AUDITOR

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

SEP8'26PM1:02TREASURER

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
September 8, 2026

Registration # 037615
Joan Sargent Waller Co. Treasurer
Deputy JS Date 9-10-26

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

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			- First Call 9/7/2026 - - per Judge Hester				$ 450.00
1			Transport to FBCME				$ 500.00
1			Body Bag				$ 200.00
						Balance Due	$ 1150.00

Thank You,

SEP10'26PM1:57AUDITOR

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

SEP9'26PM1:01TREASURER

Stephens & Flowers
FUNERAL & CREMATION

Veteran Owned and Operated

4003 S Front St. | Brookshire, TX 77423 | Tel: 1-713-859-6117

Mailing Address: 2702 Sunnyside Ln, Pearland, TX 77584

AUG27'26PM3:22TREASURER

ISSUED TO:
Waller County

INVOICE NO: 06
DATE: 8-26-26

DESCRIPTION	TOTAL
Pick-up transportation (DOD: (8/14/26)	$450.00
Body bag (XL)	$100.00

Registration # 037345
Joan Sargent Waller Co. Treasurer
Deputy JO Date 8-26-26

SUBTOTAL	$550.00
TOTAL	$550.00

THANK YOU

Austin Stephens

Stephens & Flowers
FUNERAL & CREMATION

Veteran Owned and Operated

4003 S Front St. | Brookshire, TX 77423 | Tel: 1-713-859-6117

Mailing Address: 2702 Sunnyside Ln, Pearland, TX 77584

SEP 2'26 AM 7:52 TREASURER

ISSUED TO:
Waller County

INVOICE NO: 07
DATE: 09-01-2026

DESCRIPTION	TOTAL
Pick-up transportation (DOD: (8/28/26)	$450.00
Body bag (XL)	$100.00

037346
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy JG Date 9-2-26

SUBTOTAL	$550.00
TOTAL	$550.00

THANK YOU
Austin Stephens

Invoice

Waller County Economic Dev.
519 9th St Suite A.
Hempstead, TX 77445

Bill To
Waller County 826 Austin St. Hempstead, TX 77445

Date	Invoice No.	P.O. Number	Terms	Project
10/01/26	2855	contract	Net 15	

Item	Description	Quantity	Rate	Amount
County Contract payment	2026 Contract - 4th Qtr Pymt 037359 Registration # _____ Joan Sargent Waller Co. Treasurer Deputy JG Date 9-8-26		100,000.00	100,000.00
			Subtotal	$100,000.00
			Sales Tax	$0.00
			Total	$100,000.00

SEP8'26PM1:07AUDITOR

SEP2'26PM1:08TREASURER

Waller County Fair Association
PO Box 911
Hempstead, TX 77445
+19798262825
office@wallercountyfair.org
https://wallercountyfair.org

INVOICE

BILL TO
Waller County Treasurer

SHIP TO
Waller County Treasurer

INVOICE # 14862
DATE 07/27/2026
DUE DATE 10/01/2026
TERMS Net 30

EVENT NUMBER
2026 WCF

ACTIVITY	QTY	RATE	AMOUNT
Sponsorships:Corporate Sponsorship - Undesignated Budget allocation for Kubota M5-111 Tractor Payment #2 of 3	1	20,000.00	20,000.00

We appreciate your support and look forward to your continued involvement with the Waller County Fair.

Ways to pay

View and pay

SUBTOTAL	20,000.00
TAX	0.00
TOTAL	20,000.00
BALANCE DUE	**$20,000.00**

037460
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy JG Date 9-9-24

SEP 3'26 AM 10:30 TREASURER
SEP 3'26 AM 10:56 AUDITOR

Please be advised that all invoices not paid within 45 days will have 5% service charge per month added to them.

Invoice

J&M Cabling Solutions
2723 Summer Lane
Missouri City, TX 77489
Phone: (346) 461-2088

Invoice # 107
Date: 8/26/2026

BILL TO:
Danny ~~Bess~~ ROTHE
Waller County Courthouse
846 6th Street
Hempstead, TX 77445
(979) 826-7737

Comments or special instructions:

Due upon receipt

Quantity	Description	Unit Price	Total
2 Technicians	Labor	$80 x16 hrs.	1,200.00
2	Caddies	$6.00 each	12.00
8	Jacks	$8.00 each	64.00
2	2-port Faceplate	$7.00 each	14.00
960 ft	CAT 6 cable	$ 0.73 per ft	700.80

Subtotal	1,990.80
Sales tax	0
Shipping and handling	1,990.80
TOTAL DUE	

CH SOFT COST # 23
REQUESTED BY ROBERT PECHUKAS
CONVERT STORAGE TO OFFICE
FOR ASSISTANT

APPROVED
DANNY ROTHE
9/10/26

LDDBlueline

Remit To: LDDBlueline, PO Box 1076, Harrisonburg, VA, 22803

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 52239
Date: 08/31/2026
Due Date: 091508/2026

Waller County Precinct 2 Annex Building

06.24.008

For Services Rendered Through 8/31/2026

NEW REMIT TO ADDRESS: PO Box 1076, Harrisonburg, VA 22803

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$69,750.00	$69,750.00	100.00	$.00
Design Development	$87,187.50	$78,468.75	93.00	$2,615.63
Construction Documents	$122,062.50	$.00	0.00	$.00
Procurement	$17,437.50	$.00	0.00	$.00
Construction Administration	$52,312.50	$.00	0.00	$.00
Total Professional Services	**$348,750.00**	**$148,218.75**		**$2,615.63**

Invoice Amount **$2,615.63**

APPROVED
DANNY ROTHE
WC/FD/CM
9/9/2026

LDDBlueline

Remit To: LDDBlueline, PO Box 1076, Harrisonburg, VA, 22803

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 52240
Date: 08/31/2026
Due Date: 09/15/2026

Waller County Precinct 3 Annex Building

06.24.007

For Services Rendered Through 8/31/2026

NEW REMIT TO ADDRESS: PO Box 1076, Harrisonburg, VA 22803

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$92,070.00	$92,070.00	100.00	$.00
Design Development	$115,087.50	$115,087.50	100.00	$.00
Construction Documents	$161,122.50	$145,010.25	100.00	$16,112.25
Procurement	$23,017.50	$.00	0.00	$.00
Construction Administration	$69,052.50	$.00	0.00	$.00
Added Service: Geotechnical Engineering Study	$8,690.00	$8,690.00	100.00	$.00
Total Professional Services	**$469,040.00**	**$360,857.75**		**$16,112.25**

Reimbursable

	Unit Rate	Qty	Markup	Amount
Mileage	0.73	88.00	1.10	$70.18
Total Reimbursable				**$70.18**

Invoice Amount	**$16,182.43**

APPROVED
DANNY ROTHE
INC/DF/CM
9/9/2026
D R. R

LDDBlueline

Remit To: LDDBlueline, PO Box 1076, Harrisonburg, VA, 22803

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 52239
Date: 08/31/2026
Due Date: 091508/2026

Waller County Precinct 2 Annex Building

06.24.008

For Services Rendered Through 8/31/2026

NEW REMIT TO ADDRESS: PO Box 1076, Harrisonburg, VA 22803

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$69,750.00	$69,750.00	100.00	$.00
Design Development	$87,187.50	$78,468.75	93.00	$2,615.63
Construction Documents	$122,062.50	$.00	0.00	$.00
Procurement	$17,437.50	$.00	0.00	$.00
Construction Administration	$52,312.50	$.00	0.00	$.00
Total Professional Services	**$348,750.00**	**$148,218.75**		**$2,615.63**

Invoice Amount **$2,615.63**

APPROVED
DANNY ROTHE
WC/FD/CM
9/9/2026

Hance Scarborough, LLP
203 W 10TH ST, SUITE 600
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

September 10, 2026

Invoice No. 115764
Our File No. 28071 0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Lauren Windsor at l.windsor@wallercounty.us
and Uriel Tuck at u.tuck@wallercounty.us

PROFESSIONAL SERVICES FOR AUGUST	$2,150.00
EXPENSES	$0.00
INVOICE TOTAL	$2,150.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$0.00	$0.00	$0.00	$0.00

Hance Scarborough, LLP
203 W 10TH ST, SUITE 600
Austin, TX 78701
(512) 479-8888 (512) 482-6891 Fax
Federal Tax I. D. #: 74-2719272

September 10, 2026

Invoice No. 115764
Our File No. 28071-0001

WALLER COUNTY
Office of the County Attorney
645 12th Street
Hempstead, TX 77445

Representation Agreement for Waller County in the matter entitled Brookshire-Katy Drainage District v. Awry Ready Mix Concrete LLC, et al, in the County Court at Law No. 2 of Waller County, Texas

VIA EMAL TO: Lauren Windsor at l.windsor@wallercounty.us
and Uriel Tuck at u.tuck@wallercounty.us

FOR PROFESSIONAL SERVICES RENDERED

8/1/26	MLW	[redacted]	0.25 hrs	400 / hr	100.00
8/4/26	MLW	[redacted]	0.50 hrs	400 / hr	200.00
8/4/26	DG	[redacted]	0.50 hrs	250 / hr	125.00
8/6/26	DG	[redacted]	0.40 hrs	250 / hr	100.00
8/7/26	MLW	[redacted]	0.50 hrs	400 / hr	200.00
8/7/26	DG	[redacted]	2.00 hrs	250 / hr	500.00
8/10/26	MLW	[redacted]	0.25 hrs	400 / hr	100.00
8/10/26	DG	[redacted]	0.50 hrs	250 / hr	125.00
8/10/26	DG	[redacted]	0.20 hrs	250 / hr	50.00
8/20/26	DG	[redacted]	0.80 hrs	250 / hr	200.00
8/21/26	MLW	[redacted]	0.50 hrs	400 / hr	200.00

8/21/26	DG	[redacted]	1.00 hrs	250 / hr	250.00

Timekeeper Summary

Name	Hours	Rate	Amount
GUSTAFSON, DANIEL	5.40	250.00	$1,350.00
WOODWARD, MICHAEL	2.00	400.00	$800.00
Total fees for this matter	7.40 hrs		$2,150.00

BILLING SUMMARY

TOTAL FEES	$2,150.00
TOTAL CHARGES FOR THIS BILL	$2,150.00
TOTAL BALANCE NOW DUE	$2,150.00

AR Aging Summary

0 - 30	31 - 60	61 - 90	91 - 120	121 & up
$0.00	$0.00	$0.00	$0.00	$0.00

Wald Relocation Services, LTD
14043 S. Gessner Rd.
Missouri City, TX 77489
713.512.4800

Invoice Date: 9/9/2026
Invoice #: 13631
Order #: WALD-5517-5
Customer #: 16483

Amount Due: $2,930.00
Due Date: 10/9/2026
After 10/9/2026 pay: $2,973.95

Amount Paid: $ _____

Waller County
Attn: Danny Rothe
425 FM 1488
Hempstead, TX 77445

Remit To:
Wald Relocation Services, LTD
14043 S. Gessner Rd.
Missouri City, TX 77489
713-512-4800

APPROVED
9/16/2026

3RD FLOOR SOFT COST # 4

Please detach and return this portion with your payment. Thank you.

Invoice Date: 9/9/2026
Invoice #: 13631
Order #: WALD-5517-5
Customer #: 16483

Wald Relocation Services, LTD
14043 S. Gessner Rd.
Missouri City, TX 77489
713.512.4800

Remit To:
Wald Relocation Services, LTD
14043 S. Gessner Rd.
Missouri City, TX 77489
713-512-4800

Shipper: Waller County New Courthse, Billing **Salesperson:** Monfort, Duane **Hauled Wt:** **Miles:**
Origin: **Destination:** **Tariff:** O&I

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
7/13/26 - Crate Delivery							$448.00
4006	O&I Mover	1.00 Crew	4.00 hrs	30.00	$120.00		$120.00
4015	O&I Driver	1.00 Crew	4.00 hrs	39.00	$156.00		$156.00
4016	O&I Bobtail	1.00 Units	4.00 hrs	35.00	$140.00		$140.00
22941	Cont Labels		1.00 Qty	32.00	$32.00		$32.00
7/16/26 - Crate Delivery							$236.00
4015	O&I Driver	1.00 Crew	4.00 hrs	39.00	$156.00		$156.00
4022	O&I Trans Van	1.00 Units	4.00 hrs	20.00	$80.00		$80.00
7/21/26							$1,366.00
4015	O&I Driver	1.00 Crew	9.00 hrs	39.00	$351.00		$351.00
4006	O&I Mover	2.00 Crew	9.00 hrs	30.00	$540.00		$540.00
4016	O&I Bobtail	1.00 Units	9.00 hrs	35.00	$315.00		$315.00
22926	Cont Bins		5.00 Qty	32.00	$160.00		$160.00
8/31/26 - Crate Pick-Up/Site Assessment							$320.00
4011	O&I Project Manager	1.00 Crew	4.00 hrs	60.00	$240.00		$240.00
4022	O&I Trans Van	1.00 Units	4.00 hrs	20.00	$80.00		$80.00
Crate & Dolly Rental							$560.00
22926	Crate & Dolly Rental - 2 weeks		40.00 Qty	3.50	$140.00		$140.00

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
Crate & Dolly Rental							$560.00

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
22926	Crate and Dolly Rental (Week 3-5)	40.00 Units	3.00 hrs	3.50	$420.00		$420.00

Amount Due:	**$2,930.00**
Due Date:	**10/9/2026**
After 10/9/2026 pay:	**$2,973.95**

Thank you for prompt payment. We are looking forward to providing you moving services again.

Wald Relocation Services, LTD

19274 **Monday, July 13, 2026**

Waller County New Courthse, Matl Delv

Origin: 14065 S. Main St
Ste 200
Houston, TX 77035

Home Phone:

Work Phone:

Email: WALD@5517-5-N

Destination: 400 Sherifff R. Glen Smith Dr
Danny Rothe 979-221-3922
Hempstead, TX 77445

Home Phone:

Work Phone:

Other Phone:

Coordinator: Lucio, Regina

Salesperson: Monfort, Duane

Customer: Waller County (16483)

Natl Account:

Natl Account #:

PO #:

Valuation: Normal Rate .60/lb

Service	Start	Pack	Load	Delivery
Material Delivery	7:30 AM		07/13/2026	

Containers	Estimated	Actual	Containers	Estimated	Actual	Containers	Estimated	Actual
* V- BT w/Liftgate	1	1	E- SpidC- Steel Dolly			Pro- Cloth Pads		
* Driver	1	1	E- SpidCrane			Pro- Coreplast		
Ctn- 1.5 Book			E- Walk Board			Pro- Corner Guard		
Ctn- Inter-Lock			M- BubbleWrap			Pro- Masonite		
DISPOSAL			M- Cardboard Separator			Pro- Matadoors		
E- Bins			M- Corrugated Roll			Pro- Polynite		
E- Deck Bar			M- Corrugated Sheets			Pro- Rug Runner		
E- Dolly- 4-Wheel			M- Flat Brackets (Box)			Pro- Security Seal		
E- Dolly-Extension			M- Furniture Screws (Box)			Tape- Blue		
E- Dolly-Kickback			M- Mounting Kit			Tape- Double Sided		
E- E-Crate	30	30	M- Newsprint			Tape- Duct		
E- E-Crate Dolly	10	10	M- Packing Peanuts			Tape- Polynite		
E- Ladder			M- StretchWrap AntiStat			Tape- Tan		
E- Pallet Jack			M- StretchWrap Green			Tape- Velcro		
E- Pallet Jack Lifter			M- Zip Ties			Tool & Drill		
E- Pallets			Move- Inv. Sticker			Tool- Door Stop		
E- Panel Cart			Move- Inventory			Tool- J-Bar		
E- RBC			Move- Label-248			Tool- Markers		
E- RBC Covers			Move- Label-500	1	1	Tool- Pry Bar		
E- Roll-A-Lift/Safe Jack			PC Bags			Tool- Rubber Mallet		
E- Sliders			PC- Computer Wrap			Tool- Utility Knife		

Special Instructions(Origin): START TIME: OPEN
Crew to deliver 30 E-crates/10 E-crate dollies and 1 pack of labels for upcoming move.

Wald Relocation Services, LTD

19304 **Thursday, July 16, 2026**

Waller County New Courthse, Matl Delv6

Origin:	14065 S. Main St Ste 200 Houston, TX 77035	**Destination:**	400 Sherifff R. Glen Smith Dr Danny Rothe 979-221-3922 Hempstead, TX 77445
Home Phone:		**Home Phone:**	
Work Phone:		**Work Phone:**	
Email:	WALD@5517-5-P	**Other Phone:**	
Coordinator:	Lucio, Regina	**Natl Account:**	
Salesperson:	Monfort, Duane	**Natl Account #:**	
Customer:	Waller County (16483)	**PO #:**	
Valuation:	Normal Rate .60/lb		

Service	Start	Pack	Load	Delivery
Material Delivery			07/16/2026	

del 10 crates
3 dollies

IMPORTANT NOTICE- Read notice before signing below:

I acknowledge that the above requested work has been completed.

Shipments accepted at carriers liability hereby declared as not exceeding $.60 per pound per article unless owner specifies herein in writing a valuation and pays the agreed premium. Storage shipments are subject to terms and conditions on the non-negotiable warehouse receipt.

The Company is not responsible for articles packed by owner, under no circumstances will the Company be responsible for articles of extraordinary value such as but not limited to currency, money, coin & stamp collections, documents, securities, jewelry, watches or precious stones. Any claims for shortage or damages must be reported within 48 hours after receipt of goods. I agree to the above.

Signature of Customer, Owner or Agent X _____

Additional Notes:

Packing Charge HRS	Charges	
Drayage		
Valuation Charge		
Travel Time		
Transportation		
Total:		

8/31 crate plan

Wald Relocation Services, LTD

19356 **Tuesday, July 21, 2026**

Waller County New Courthse

Origin: 400 Sherifff R. Glen Smith Dr
POC: Danny Rothe 979-221-3922
Hempstead, TX 77445

Home Phone:
Work Phone:
Email: WALD@5517-5-O

Destination: 836 Austin St
POC: Danny Rothe 979-221-3922
Hempstead, TX 77445

Home Phone:
Work Phone:
Other Phone:

Coordinator: Lucio, Regina
Salesperson: Monfort, Duane
Customer: Waller County (16483)
Valuation: Normal Rate .60/lb

Natl Account:
Natl Account #:
PO #:

Service	Start	Pack	Load	Delivery
Load/Deliver	10:00 AM		07/21/2026	

Containers	Estimated	Actual	Containers	Estimated	Actual	Containers	Estimated	Actual
* V- BT w/Liftgate	1	1	E- SpidC- Steel Dolly			Pro- Coreplast		
* Driver	1	1	E- SpidCrane			Pro- Corner Guard		
* Mover	2	1	E- Walk Board			Pro- Masonite		
Ctn- 1.5 Book			M- BubbleWrap			Pro- Matadoors		
Ctn- Inter-Lock			M- Cardboard Separator			Pro- Polynite		
Disposal Form			M- Corrugated Roll			Pro- Rug Runner		
E- Bins	5	5	M- Corrugated Sheets			Pro- Security Seal		
E- Deck Bar			M- Flat Brackets (Box)			Tape- Blue		
E- Dolly- 4-Wheel	15	15	M- Furniture Screws (Box)			Tape- Double Sided		
E- Dolly-Extension			M- Mounting Kit			Tape- Duct		
E- Dolly-Kickback			M- Newsprint			Tape- Polynite		
E- E-Crate			M- Packing Peanuts			Tape- Tan		
E- E-Crate Dolly			M- StretchWrap AntiStat			Tape- Velcro		
E- Ladder			M- StretchWrap Green			Tool & Drill	1	
E- Pallet Jack			M- Zip Ties			Tool- Door Stop		
E- Pallet Jack Lifter			Move- Inv. Sticker			Tool- J-Bar		
E- Pallets			Move- Inventory			Tool- Markers		
E- Panel Cart			Move- Label-248			Tool- Pry Bar		
E- RBC			Move- Label-500	1		Tool- Rubber Mallet		
E- RBC Covers			PC Bags			Tool- Utility Knife		
E- Roll-A-Lift/Safe Jack			PC- Computer Wrap	10				
E- Sliders			Pro- Cloth Pads					

18 E crates left
5 Dollies
15 E crates
4 Dollies
Total
(9) Dollies
(33) E crates

Wald Relocation Services, LTD

19710 **Monday, August 31, 2026**

Waller County New Courthse, Site Assess/PU

Origin:	400 Sherifff R. Glenn Smith Dr POC: Danny Rothe 979-221-3922 Hempstead, TX 77445	**Destination:**	14065 S. Main St Ste 200 Houston, TX 77035
Home Phone:		**Home Phone:**	
Work Phone:		**Work Phone:**	
Email:	WALD@5517-5-Q	**Other Phone:**	
Coordinator:	Lucio, Regina	**Natl Account:**	
Salesperson:	Monfort, Duane	**Natl Account #:**	
Customer:	Waller County (16483)	**PO #:**	
Valuation:	Normal Rate .60/lb		

Service	Start	Pack	Load	Delivery
O & I Move	7:30 AM		08/31/2026	

Containers	Estimated	Actual	Containers	Estimated	Actual	Containers	Estimated	Actual
* PM	1	1	E- SpidC- Steel Dolly			Pro- Cloth Pads		
* V- TV	1	1	E- SpidCrane			Pro- Coreplast		
Ctn- 1.5 Book			E- Walk Board			Pro- Corner Guard		
Ctn- Inter-Lock			M- BubbleWrap			Pro- Masonite		
Disposal Form			M- Cardboard Separator			Pro- Matadoors		
E- Bins			M- Corrugated Roll			Pro- Polynite		
E- Deck Bar			M- Corrugated Sheets			Pro- Rug Runner		
E- Dolly- 4-Wheel			M- Flat Brackets (Box)			Pro- Security Seal		
E- Dolly-Extension			M- Furniture Screws (Box)			Tape- Blue		
E- Dolly-Kickback			M- Mounting Kit			Tape- Double Sided		
E- E-Crate			M- Newsprint			Tape- Duct		
E- E-Crate Dolly			M- Packing Peanuts			Tape- Polynite		
E- Ladder			M- StretchWrap AntiStat			Tape- Tan		
E- Pallet Jack			M- StretchWrap Green			Tape- Velcro		
E- Pallet Jack Lifter			M- Zip Ties			Tool & Drill		
E- Pallets			Move- Inv. Sticker			Tool- Door Stop		
E- Panel Cart			Move- Inventory			Tool- J-Bar		
E- RBC			Move- Label-248			Tool- Markers		
E- RBC Covers			Move- Label-500			Tool- Pry Bar		
E- Roll-A-Lift/Safe Jack			PC Bags			Tool- Rubber Mallet		
E- Sliders			PC- Computer Wrap			Tool- Utility Knife		

Special Instructions(Origin): START TIME: OPEN
PM to perform site assessment for upcoming move. Pick up all remaining e-crates and e-ddollies and bring back to Wald.

Special Instructions(Origin): START TIME: 10:00 AM
Crew to load and deliver IT equipment and contents from the DA's office and 2 judges.

IMPORTANT NOTICE- Read notice before signing below:

I acknowledge that the above requested work has been completed.

Shipments accepted at carriers liability hereby declared as not exceeding S.60 per pound per article unless owner specifies herein in writing a valuation and pays the agreed premium. Storage shipments are subject to terms and conditions on the non-negotiable warehouse receipt.

The Company is not responsible for articles packed by owner, under no circumstances will the Company be responsible for articles of extraordinary value such as but not limited to currency, money, coin & stamp collections, documents, securities, jewelry, watches or precious stones. Any claims for shortage or damages must be reported within 48 hours after receipt of goods. I agree to the above.

Signature of Customer, Owner or Agent

Additional Notes:

Packing Charge	Charges	
HRS		
Drayage		
Valuation Charge		
Travel Time		
Transportation		
Total:		

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $64,844.41

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 52472-16 Project # 14280-00

Services current July 25, 2026 through August 21, 2026

2023 Mobility Bond - Joseph Rd 23204_23205

Charge to GL line: 605-605-545405

Julie Adams 9-9-26

Signature of Person Submitting Request — Date

J. Ross McCall 9/9/26

Signature of Official/Department Head Submitting Request — Date

INVOICE

Joan Beaty
Waller County Treasurer
836 Austin St., Ste. 2200
Hempstead, TX 77445

Sept 08, 2026
Project No: 00014280-00
Invoice No: 52472-16

Invoice Total $64,844.41

Project 00014280-00 2023 Mobility Bond-Joseph Rd-23204_23205
Services current July 25, 2026 through August 21, 2026

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	75,480.00	100.00	75,480.00	75,480.00	0.00
Preliminary Engineering	74,820.00	100.00	74,820.00	74,820.00	0.00
Final Design	471,290.00	55.8328	263,134.47	210,481.00	52,653.47
Drainage					
Preliminary Engineering	7,020.00	100.00	7,020.00	7,020.00	0.00
Final Design	46,335.00	80.4092	37,257.61	32,107.53	5,150.08
Traffic					
General	2,787.50	100.00	2,787.50	2,352.20	435.30
Preliminary Engineering	41,860.00	100.00	41,860.00	41,192.04	667.96
Final Design	55,470.00	23.014	12,765.84	6,828.24	5,937.60
Bridge					
Final Design	20,730.00	0.00	0.00	0.00	0.00
Consultants					
Environmental-Raba Kistner	16,860.50	100.00	16,860.50	16,860.50	0.00
Geotechnical-Terracon	51,670.00	100.00	51,670.00	51,670.00	0.00
ROW Survey Hegar Rd-Landtech	209,776.00	55.3151	116,037.88	116,037.88	0.00
SUE-Cobb Fendley	68,996.00	99.6356	68,744.60	68,744.60	0.00
Total Fee	1,143,095.00		768,438.40	703,593.99	64,844.41
		Total Fee			**64,844.41**
				Total this Task	**$64,844.41**

REMIT TO: BGE, Inc. · 10777 Westheimer · Suite 400 · Houston, Texas 77042
To pay via Wire or ACH, please contact AR@bgeinc.com for instructions
INVOICE PAYABLE UPON RECEIPT

Total this Phase **$64,844.41**

Phase 0006 Construction Phase Services-HNTE

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

Total this Phase **0.00**

Total this Invoice **$64,844.41**

	Current	**Prior**	**Total**
Billings to Date	**64,844.41**	**703,593.99**	**768,438.40**

Fee Recap

1,198,870.00	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
1,198,870.00	*Total Authorized Fee*
768,438.40	*Billed To Date*
$430,431.60	

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

Waller County 2023 Mobility Bond

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

Progress Report for August Invoice

Billing Period
July 25, 2026 to August 21, 2026

Completed this Billing Period

- Production of sheets
  - General sheets (title, index, etc.)
  - Typicals
  - SW3P
  - SPM
  - Plan & Profile
  - Hydraulic sheets
    - Culvert
    - Drainage area map
- PER sheets for resubmittal
- Parcel 5 and 6 completed and submitted
- Utility conflict matrix (sub)
- Utility layouts (sub)

To be Completed next Billing Period

- TCP sheets
- Detour layout sheets
- Hydraulic ditch calculations and tables
- Parcels 1-4 (sub)

Outstanding Issues

PER Report Submittal: TBD

Interim Design Submittal (70%): 9/10/2026

Final Design Submittal: 12/2026

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Tuesday, September 8, 2026 3:34 PM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice BGE Invoice #52472-16_Joseph Rd-23204_23205
Attachments: 20260908-Invoice #52472-16-BGE-Joseph Rd-23204_23205.pdf

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

Good Afternoon

Attached is invoice 16 from BGE for Joseph Rd.

Project #: 23204 &23205
Project Name: Joseph Rd
Consultant: BGE
Percent spent so far: 64%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
09.08.26	52472-16	$64,844.41

Thanks,

NATASHA MEDINA | Project Coordinator
Program Management
O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $32,462.00

Please make check payable to:

Name: KCI Technologies, Inc.

Address: P O Box 791479

Baltimore, MD 21279-1479

Please mail check to:

Name: KCI Technologies, Inc.

Address: P O Box 791479

Baltimore, MD 21279-1479

Purpose of check: Invoice # ARIV1074909-6 Project # 40634_001

Professional Services From July 01, 2026 through July 31, 2026

Morrison Rd Mobility Bond Project FM 362 to Pattison Rd

Charge to GL line: 605-605-545405

Julie Adams — 9-8-26

Signature of Person Submitting Request — Date

J. Ross McCall — 9/8/26

Signature of Official/Department Head Submitting Request — Date

ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
P.O. Box 791479 • Baltimore, MD 21279-1479 • Phone 800-572-7496

Waller County, TX
425 FM 1488
Hempstead, TX 77445

Date: 8/27/2026
KCI Project No: 00040634_001
Invoice No: ARIV1074909

Project Name: Morrison Road Mobility Bond Project FM 362 to Pattison Road

For professional services from 07/01/2026 through 07/31/2026

Progress Detail

Description of Work	Contract value	Percent complete	Total billed to date	Previous billing	Current billing	Remaining contract
Morrison Road Mobility Bond Project FM 362 to Pattison Road						
Roadway Design	318,306.00	10.00%	31,830.60	31,830.60	0.00	286,475.40
Drainage Design	239,894.00	10.00%	23,989.40	23,989.40	0.00	215,904.60
Bridge Design- Subconsultant	51,247.00	18.45%	9,455.07	9,455.07	0.00	41,791.93
SUE - Subconsultant	85,483.88	83.71%	71,558.56	71,558.56	0.00	13,925.32
Survey - Subconsultant	433,200.00	54.21%	234,837.72	234,837.72	0.00	198,362.28
Geotechnical - Subconsultant	32,462.00	100.00%	32,462.00	0.00	32,462.00	0.00
Environmental - Subconsultant	16,915.00	100.00%	16,915.00	16,915.00	0.00	0.00
PER	372,134.00	90.00%	334,920.60	334,920.60	0.00	37,213.40
Subtotal	**1,549,641.88**	**48.78%**	**755,968.95**	**723,506.95**	**32,462.00**	**793,672.93**
					Subtotal	**32,462.00**
					Total	**32,462.00**

For billing inquires, contact: Williams, Linda P, Email: linda.williams@kci.com
Remit payment to: KCI Technologies, Inc P.O. Box 791479 Baltimore, MD 21279-1479
ACH: Routing (ABA): 061-000-104 | Account Number: 1000168252970

KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
3 Riverway Drive, Suite 1500 • Houston, Texas 77056 • Phone 713-237-9800 • Fax 713-237-9801

Waller County 2023 Mobility Bond

23304 Morrison Road

August 2026 Project Progress

Design Progress

- Summary of work completed since last meeting
  - PER
    - Completed and submitted
    - PER Presented to the County
- Next steps
  - Meet with Coastal Prairie Conservancy to discuss opportunities and solutions concerning CPC land
  - Use recommendations from meetings with the County and the CPC and produce 60% plans

Project Schedule Update

- Expected PER Submittal – 2/27/2026 - Completed
- Expected 60% Submittal – 10/25/2026
- Expected 90% Submittal – 12/20/2026
- Expected 100% Submittal – 1/18/2027

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Tuesday, September 8, 2026 9:15 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice-KCI Inv. 06 Morrison 23304

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

Good Morning

Attached is invoice 6 from KCI for Morrison Rd.

Project #: 23304
Project Name: Morrison Rd
Consultant: KCI
Percent spent so far: 46%
Design Schedule Changes: Schedule pushed 1 month

Invoice Date	Invoice #	Invoice $
08.27.26	ARIV1074909-6	$32,462.00

Thanks,

NATASHA MEDINA I Project Coordinator
Program Management
O: 713.380.4420 I D: 713.341.8017 I C: 305.495.6645
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Docusign Envelope ID: 879A9191-56D6-8BCF-81DC-C89F36FE36FD

STATE OF TEXAS
COUNTY OF WALLER

TERMINATION OF CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND TWINWOOD INDUSTRIAL OWNER, LLC.

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

WHEREAS, Building 1 was not constructed because of construction delays and market conditions that resulted from impacts of COVID-19 related supply chain issues and other secondary impacts;

WHEREAS, Owner now wishes to terminate the Agreement; and

NOW, THEREFORE the parties hereto mutually agree as follows:

1. The above stated recitals are incorporated into this Termination.
2. The County and Owner hereby terminate the tax abatement agreement entered into between the parties on June 14, 2023 and having contract ID 230614-11a.
3. The Agreement is terminated effective as of September 30, 2026.
4. No other amendments or modifications to the Agreement are hereby made.
5. Signatories represent and warrant that they have the authority to bind the respective parties.

[Signature page follows]

Docusign Envelope ID: 879A9191-56D6-8BCF-81DC-C89F36FE36FD

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed by their authorized officers or representatives as of the date of signature.

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

Carbett "Trey" J. Duhon, III
County Judge

Date

ATTEST

Debbie Hollan
County Clerk

Date

TWINWOOD INDUSTRIAL OWNER, LLC
a Delaware limited liability company

Signed by:
Todd King
6D4B0B1BAFF7412...

Todd King
Partner

9/24/2026
Date

Signed by:
Riley Hix
BDB9707C992B45D...

Riley Hix
Development Manager, Twinwood Industrial Owner, LLC

9/24/2026
Date

THE STATE OF TEXAS,

COUNTY OF WALLER,

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

TAX ABATEMENT AGREEMENT:

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

RECITALS:

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

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

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

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

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

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

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

COVENANTS AND AGREEMENTS:

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

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

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

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

   a. The IMPROVEMENTS, as referenced in Exhibit "B," for Building 1, located at 2282 Discovery Hills Parkway, Brookshire, Texas 77423, shall be completed by the end of Year (1) and will cost an estimated $5,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

Debbie Hollan
County Clerk

COUNTY OF WALLER

Carbett "Trey" J. Duhon III
Waller County Judge

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

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

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

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

By: Todd King
Local partner

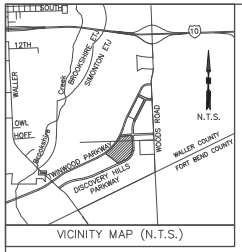
Todd King
Twinwood Industrial Owner, LLC
11750 Katy Freeway
Suite 420
Houston, Texas 77079

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

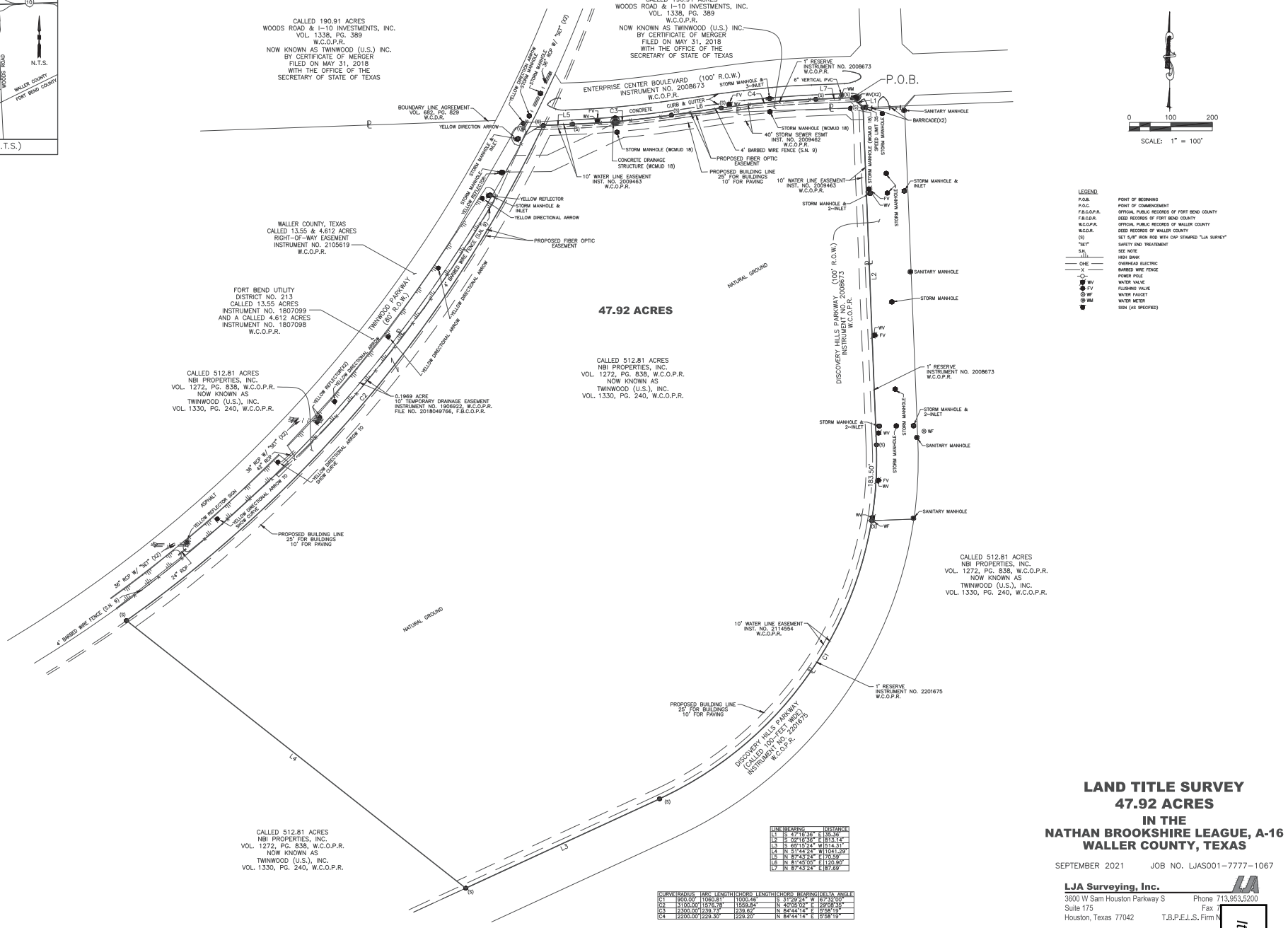
Attach copy of plat and legal description (generally available from Title Company at closing) and a site plan showing the location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the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

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

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



VICINITY MAP (N.T.S.)



LINE	BEARING	DISTANCE
L1	S 47°15'35" E	35.36'
L2	S 02°16'39" E	813.14'
L3	S 65°15'24" W	514.31'
L4	N 51°44'24" W	1041.29'
L5	N 87°43'24" E	70.59'
L6	N 81°45'05" E	120.90'
L7	N 87°43'24" E	87.69'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	900.00'	1060.81'	1000.46'	S 31°29'24" W	67°32'00"
C2	3100.00'	1576.78'	1559.84'	N 40°09'02" E	29°08'35"
C3	2300.00'	239.73'	239.60'	N 84°44'14" E	5°58'19"
C4	2200.00'	229.30'	229.20'	N 84°44'14" E	5°58'19"

LEGEND

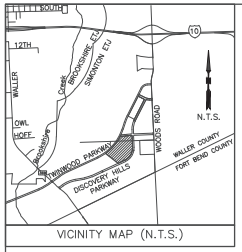
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
F.B.C.D.R.	DEED RECORDS OF FORT BEND COUNTY
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
W.C.D.R.	DEED RECORDS OF WALLER COUNTY
(S)	SET 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
"SET"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

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

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax
Houston, Texas 77042 T.B.P.E.L.S. Firm N

S:\Sections\Survey\Projects\LJAS001\7777\1067\08 CAD\Rev 5 - Parcel\sd LTS (045523).dwg 4/6/2022



VICINITY MAP (N.T.S.)

NOTES:

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

2. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. FTH-18-FAH2200176TTW, HAVING AN EFFECTIVE DATE OF MARCH 20, 2022, AND AN ISSUED DATE OF MARCH 28, 2022. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

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

B. INTENTIONALLY DELETED.

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

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

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

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

G. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 105, PAGE 464 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, PARTIALLY ASSIGNED BY VOLUME 508, PAGE 297; VOLUME 624, PAGE 196 AND VOLUME 674, PAGE 197 AND ASSIGNED TO COPANO NGL SERVICES, L.P. BY VOLUME 696, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (BLANKET BY NATURE)

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

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

J. INTENTIONALLY DELETED.

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

M. INTENTIONALLY DELETED.

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

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

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

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

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

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

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

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

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

10. FIELDWORK WAS COMPLETED IN AUGUST OF 2021.

DESCRIPTION OF
47.92 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYOR'S CERTIFICATE

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

THE UNDERSIGNED REGISTERED PUBLIC SURVEYOR (THE 'SURVEYOR') HEREBY CERTIFIES THAT (A) THIS PLAT OF SURVEY AND THE PROPERTY DESCRIPTION SET FORTH HEREON ARE TRUE AND CORRECT AND PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE REAL PROPERTY (THE 'PROPERTY') SHOWN HEREON; (B) SUCH SURVEY WAS CONDUCTED BY THE SURVEYOR, OR UNDER HIS SUPERVISION; (C) ALL MONUMENTS, SHOWN HEREON ACTUALLY EXIST, AND THE LOCATION, SIZE AND TYPE OF MATERIAL THEREOF ARE CORRECTLY SHOWN; (D) EXCEPT AS SHOWN HEREON, THERE ARE NO VISIBLE ENCROACHMENTS ONTO THE PROPERTY OR PROTRUSIONS THEREFROM, THERE ARE NO IMPROVEMENTS ON THE PROPERTY; THERE ARE NO VISIBLE EASEMENTS OR RIGHTS-OF-WAY ON THE PROPERTY AND THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA OR BOUNDARY LINE CONFLICTS; (E) THE SIZE, LOCATION AND TYPE OF IMPROVEMENTS ARE AS SHOWN HEREON AND ALL ARE LOCATED WITHIN THE BOUNDARIES OF THE PROPERTY AND ARE SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED; (F) THE DISTANCE FROM THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN; (G) THE PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY; (H) ALL RECORDED EASEMENTS AND OTHER EXCEPTIONS, AS NOTED IN THE TITLE COMPANY'S COMMITMENT FOR TITLE INSURANCE, GF NUMBER FTH-18-FAH2200175TTW, WITH AN EFFECTIVE DATE OF MARCH 20, 2022 (THE 'TITLE COMMITMENT'), HAVE BEEN CORRECTLY PLATTED HEREON; (I) THE BOUNDARIES, DIMENSIONS, AND OTHER DETAILS SHOWN HEREON ARE TRUE AND CORRECT; AND (J) THE PROPERTY IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN OR IN AN IDENTIFIED 'FLOOD-PRONE AREA', AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN-DEVELOPMENT, PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, AS REFLECTED BY THE FLOOD INSURANCE RATE MAP PANELS REFLECTED IN THE NOTES OF THIS SURVEY, WHICH SUCH MAP PANEL COVERS THE AREA IN WHICH THE PROPERTY IS SITUATED.

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

4/6/22

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

STATE OF TEXAS
AARON G. FERGUSON
6601
SURVEYOR

REVISED SEPTEMBER 16, 2021 PER TITLE COMPANY COMMENTS

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

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

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

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

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

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax
Houston, Texas 77042 T.B.P.E.L.S. Firm N

Item 28.

S:\Sections\Survey\Projects\LJAS001\7777\DGN\08 CAD\Rev 5 - Parcel01 LTS (045823).dwg 4/6/2022

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

DESCRIPTION OF
47.92 ACRES

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

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

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

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

47.92 ACRES

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

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

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

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

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

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

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

47.92 ACRES

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

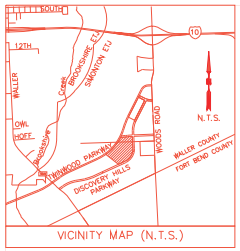
Thence, North 81° 45' 05" East, continuing along said south right-of-way line, 120.90 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner, the beginning of tangent a curve;

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

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



LJA Surveying, Inc.



VICINITY MAP (N.T.S.)

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

ENTERPRISE CENTER

N87°43'24"E 87.69'

.82 ACRES -P.O.B.

PS)

N87°43'24"E 7

0 100 200

SCALE: 1" = 100'

15.82 ACRES
(689,045 SQ FT)

FUTURE BUILDING 5

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

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

TWINWOOD PARKWAY

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

118 PARKING
SPEC OFFICE
BUILDING 3
TRUCK COURT
12 O.H. DOORS
TRUCK RAMP W/ SCREEN WALL
3 TRAILER STORAGE
40' COMMON DRIVE
5@ X 55' TYP BAY SIZE W/ 60' SPEED BAY AT TRUCK COURT
128 PARKING
BUILDING 4
21 PARKING
BUILDING 1
BUILDING 2
29 PARKING
ENTRY

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

PS

S)

(PS)

FIRE LANE/AERIAL APPARATUS

N87°43'24"W 1041.29'

CALLED 24.16 ACRES
URBAN TRACT II
PROPERTY, LP
INSTRUMENT NO. 2203936
O.P.R.

DISCOVERY HILLS PKWY.
INSTRUMENT NO. 2201675

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

CALLED 29.67 ACRES
CLAY PARTNERS - TWINWOOD
DISTRIBUTION #
INSTRUMENT NO. 22
W.C.O.P.R.

.10 ACRES- P.O.B.

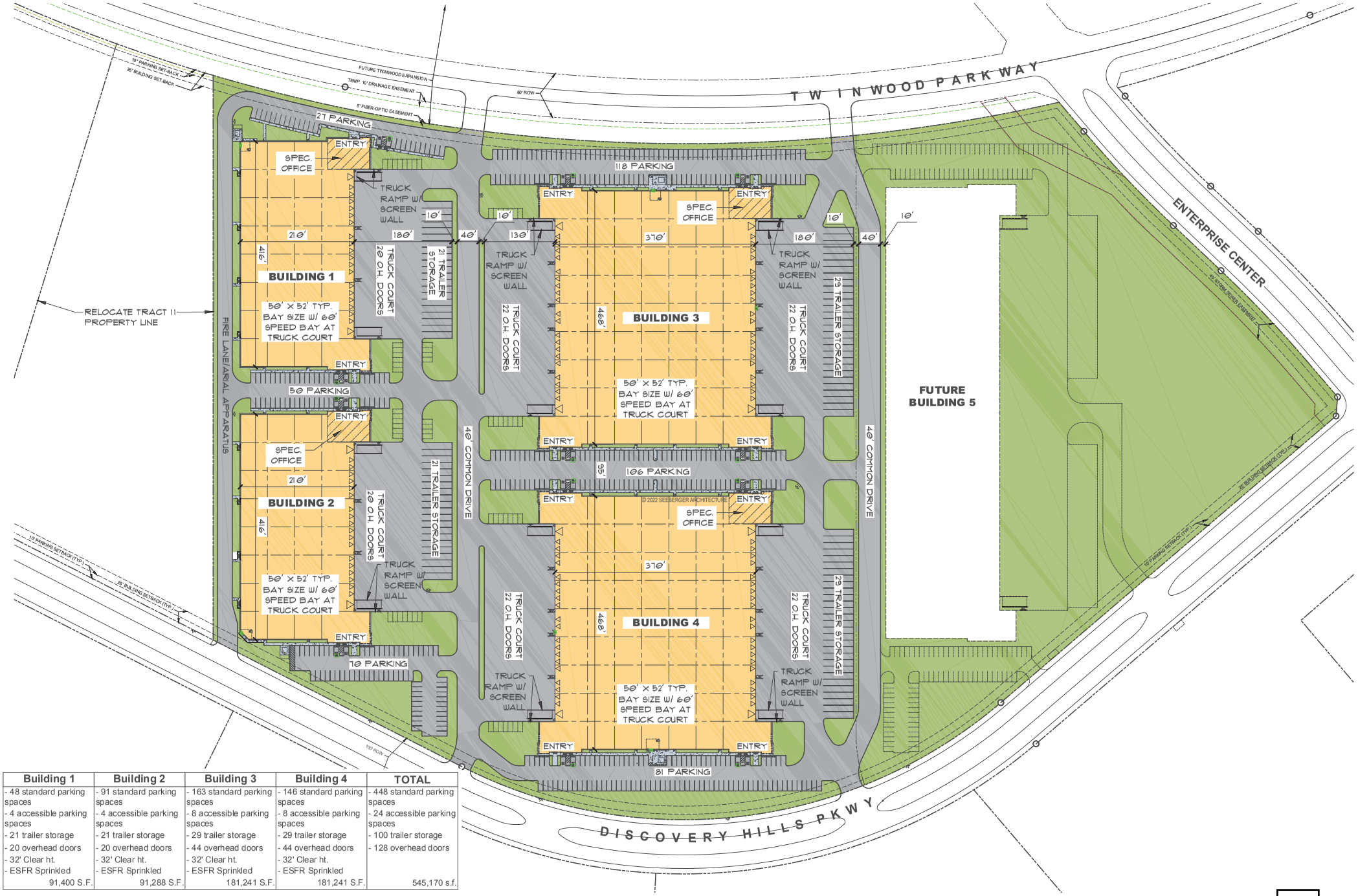
PANATTONI

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

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

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

EXHIBIT OF
PANATTONI TR



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

SEEBERGER ARCHITECTURE

Katy - Twinwood Industrial Buildings - Phase I

OVERALL SITE PLAN

Twinwood Business Park - Brookshire, TX

Exhibit 1, p. 019

PANATTONI®

222021 TWINWOOD MARKETING V2.D

DATE: 07/13

JOB NUMBER: 22

© 2022 SEEBERGER ARCHITECTURE

SCALE: 1" = 60'-0"

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

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

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

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

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

Description—Building 1	**Value**
Buildings	3,750,000
Driveways & Parking	1,450,000
Fencing	
Other Improvements	
Total	5,200,000

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

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

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

Exhibit C to Tax Abatement Agreement

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

AMENDMENT TO ORDER DESIGNATING REINVESTMENT ZONE

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

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

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

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

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

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

Signed this 22nd day of December, 2021.

CARBETT "TREY" J. DUHON III
County Judge

Absent
John Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No.

Justin Beckendorff
Commissioner, Precinct No. 4

10

STATE OF TEXAS | IN THE COMMISSIONERS COURT

COUNTY OF WALLER | OF WALLER COUNTY, TEXAS

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

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

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

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

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

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

(U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the survey attached hereto as Exhibit *"A"*, and made apart hereof for all purposes;

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

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

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

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

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

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

Signed this 28th day of February, 2018.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER JERON BARNETT
Precinct No. 3

COMMISSIONER RUSSELL KLECKA
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

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;

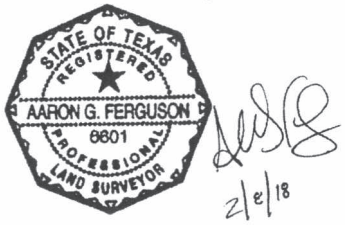
Twinwood Business Park

February 8, 2018
Job No. 7777-2010

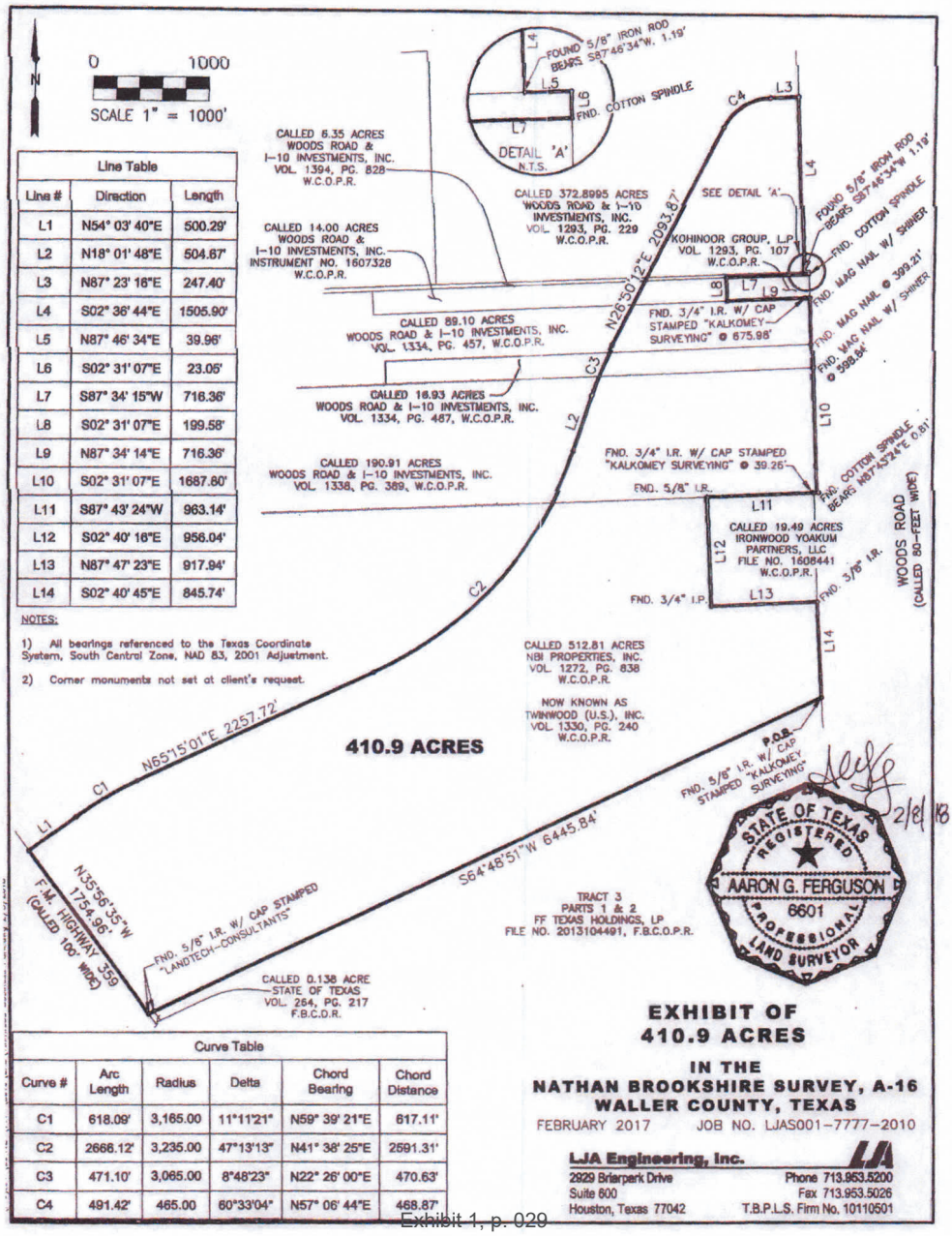
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way 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	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	2666.12'	3,235.00	47°13'13"	N41° 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 Brierpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110501

Docusign Envelope ID: 894D4B60-D183-8691-82D8-886E011C9A51

STATE OF TEXAS
COUNTY OF WALLER

TERMINATION OF CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND TWINWOOD INDUSTRIAL OWNER, LLC.

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

WHEREAS, Building 3 was not constructed because of construction delays and market conditions that resulted from impacts of COVID-19 related supply chain issues and other secondary impacts;

WHEREAS, Owner now wishes to terminate the Agreement; and

NOW, THEREFORE the parties hereto mutually agree as follows:

1. The above stated recitals are incorporated into this Termination.
2. The County and Owner hereby terminate the tax abatement agreement entered into between the parties on June 14, 2023 and having contract ID 230614-11c.
3. The Agreement is terminated effective as of September 30, 2026.
4. No other amendments or modifications to the Agreement are hereby made.
5. Signatories represent and warrant that they have the authority to bind the respective parties.

[Signature page follows]

Docusign Envelope ID: 894D4B60-D183-8691-82D8-886E011C9A51

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed by their authorized officers or representatives as of the date of signature.

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

Carbett "Trey" J. Duhon, III
County Judge

Date

ATTEST

Debbie Hollan
County Clerk

Date

TWINWOOD INDUSTRIAL OWNER, LLC
a Delaware limited liability company

Signed by:
Todd King
6D4B0B1BAFF7412...

Todd King
Partner

9/24/2026
Date

Signed by:
Riley Hix
BDB9707C992B45D...

Riley Hix
Development Manager, Twinwood Industrial Owner, LLC

9/24/2026
Date

THE STATE OF TEXAS,

COUNTY OF WALLER,

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

TAX ABATEMENT AGREEMENT:

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

RECITALS:

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

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

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

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

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

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

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

COVENANTS AND AGREEMENTS:

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

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

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

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

   a. The IMPROVEMENTS, as referenced in Exhibit "B," for Building 3, located at 2152 Discovery Hills Parkway, Brookshire, Texas 77423, shall be completed by the end of Year (1) and will cost an estimated $9,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

Debbie Hollan
County Clerk

COUNTY OF WALLER

Carbett "Trey" J. Duhon III
Waller County Judge

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

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

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

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

By: Todd King
Local partner

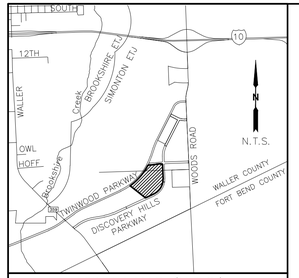
Todd King
Twinwood Industrial Owner, LLC
11750 Katy Freeway
Suite 420
Houston, Texas 77079

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

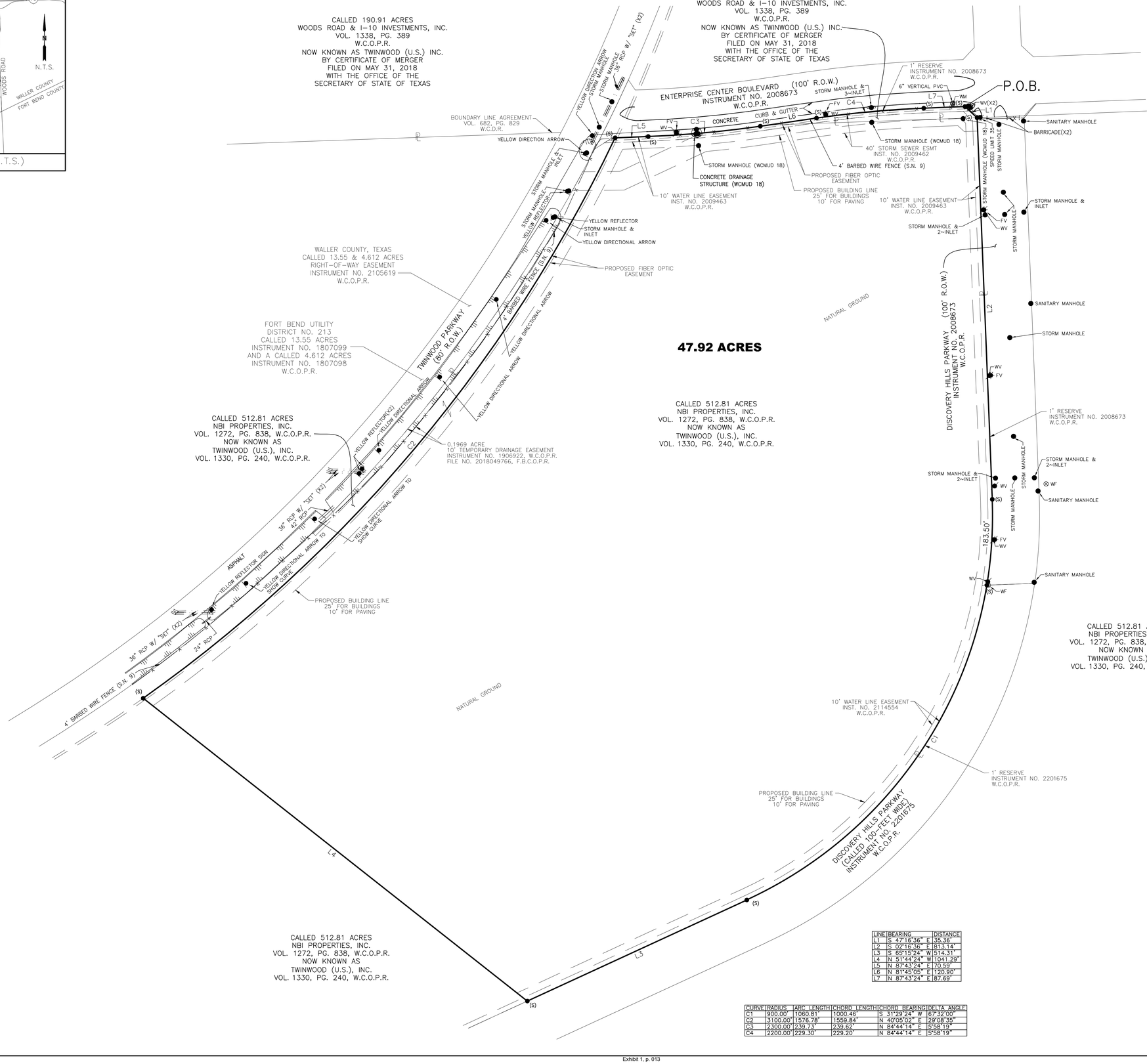
Attach copy of plat and legal description (generally available from Title Company at closing) and a site plan showing the location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the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

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

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



VICINITY MAP (N.T.S.)



LEGEND

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

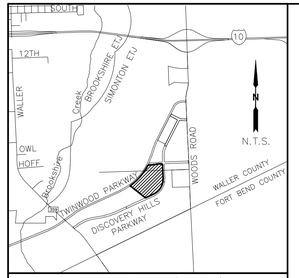
LINE	BEARING	DISTANCE
L1	S 47°16'36" E	35.36'
L2	S 02°16'36" E	813.14'
L3	S 65°15'24" W	514.31'
L4	N 51°44'24" W	1041.29'
L5	N 87°43'24" E	70.59'
L6	N 81°45'05" E	120.90'
L7	N 87°43'24" E	87.69'

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

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

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

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



VICINITY MAP (N.T.S.)

NOTES:

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

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

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

B. INTENTIONALLY DELETED.

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

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

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

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

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

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

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

J. INTENTIONALLY DELETED.

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

M. INTENTIONALLY DELETED.

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

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

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

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

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

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

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

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

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

10. FIELDWORK WAS COMPLETED IN AUGUST OF 2021.

DESCRIPTION OF
47.92 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYOR'S CERTIFICATE

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

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

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

4/6/22

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

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

REVISED SEPTEMBER 16, 2021 PER TITLE COMPANY COMMENTS

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

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

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

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

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

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

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

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

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

DESCRIPTION OF
47.92 ACRES

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

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

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

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

47.92 ACRES

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

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

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

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

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

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

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

47.92 ACRES

Revised April 5, 2022
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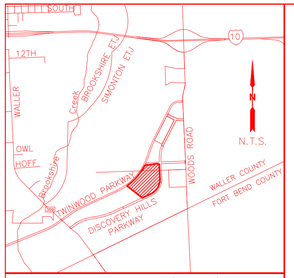
Thence, North 81° 45' 05" East, continuing along said south right-of-way line, 120.90 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner, the beginning of tangent a curve;

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

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

LJA Surveying, Inc.





VICINITY MAP (N.T.S.)

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

ENTERPRISE CENTER BOULEVARD (100-FOOT WIDE)
INSTRUMENT NO. 2008674
W.C.O.P.R.

ENTERPRISE CENTER

15.82 ACRES –P.O.B.

N87°43'24"E 87.69'

N87°43'24"E 70.59'

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

N81°45'05"E 120.90'

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

S47°16'36"E 35.36'

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

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

15.82 ACRES
(689,045 SQ FT)

FUTURE BUILDING 5

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

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

TWINWOOD PARKWAY (100-FOOT WIDE)

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

DISCOVERY HILLS PARKWAY (100-FOOT WIDE)
INSTRUMENT NO. 2008673
W.C.O.P.R.

S02°26'36"E 61.14'

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

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

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

Δ=048° 46' 36"
R=900.00'
L=766.26'
CH=S40°57'56"W
743.33

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

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

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

BUILDING 1
BUILDING 2
BUILDING 3
BUILDING 4

416'
210'
468'
310'

5@ X 52' TTP
BAY SIZE W/ 60'
SPEED BAY AT
TRUCK COURT

TRUCK COURT
22 O.H. DOORS

TRUCK
RAMP W/
SCREEN
WALL

SPEC
OFFICE

21 TRAILER
STORAGE

29 TRAILER STORAGE

106 PARKING

27 PARKING

30 PARKING

18 PARKING

10 PARKING

66 COMMON DRIVE

ENTRY

TRUCK
ENTRY

N53°44'24"W 1041.29'

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

FIRE LANE/ARIAL APPARATUS

S65°15'24"W 514.37'

100' ROW

32.10 ACRES– P.O.B.

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

TWINWOOD PARKWAY

DISCOVERY HILLS PARKWAY

FUTURE TWINWOOD DAYWOOD

TBDR 10' DRAINAGE EASEMENT

FIBER OPTIC EASEMENT

10' PARKING SET-BACK

25' BUILDING SET-BACK

25' BUILDING SETBACK (TYP.)

10' PARKING SETBACK (TYP.)

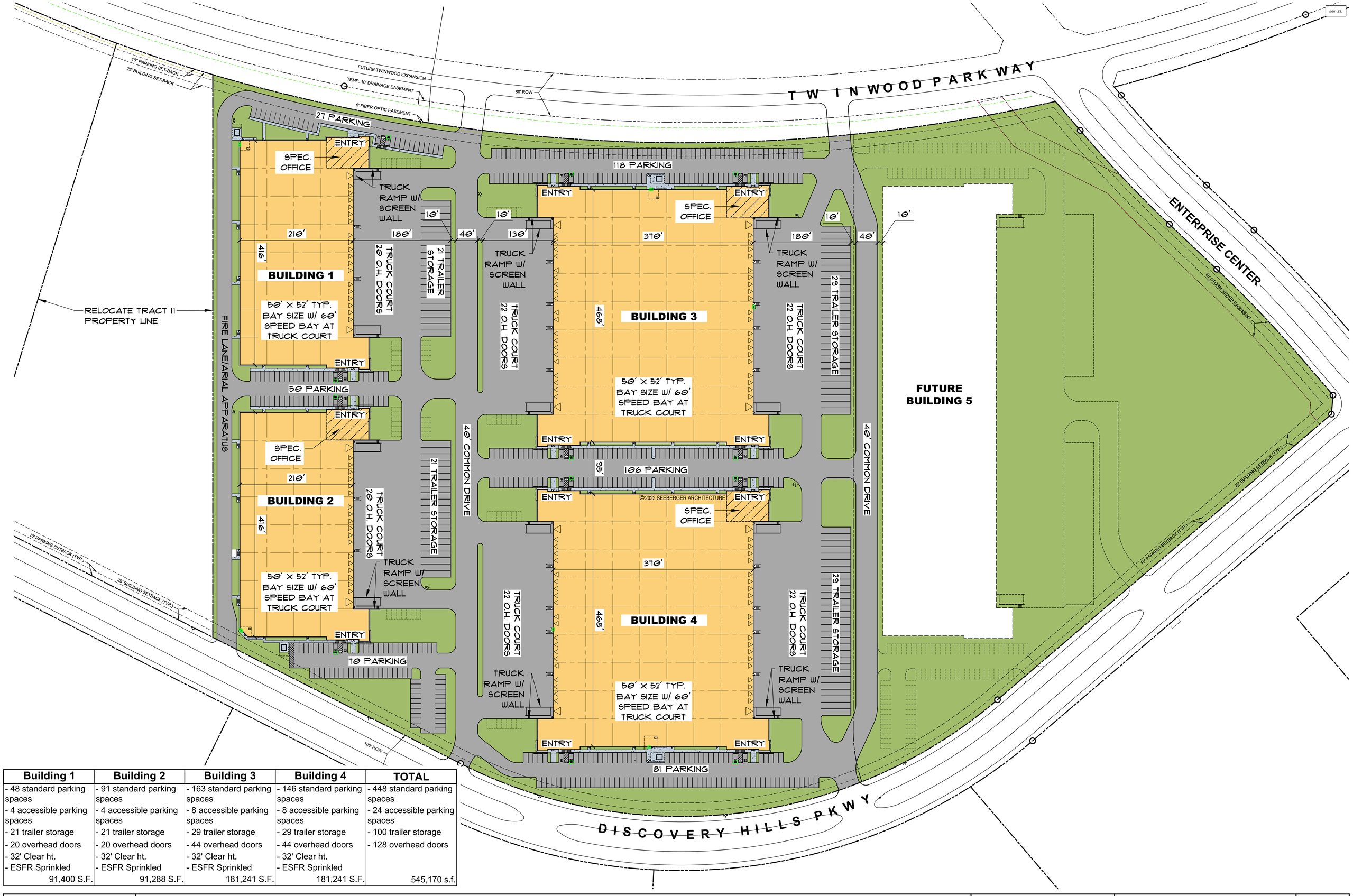
0 100 200
SCALE: 1" = 100'

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

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

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

EXHIBIT OF PANATTONI TRACT



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

SEEBERGER ARCHITECTURE

Katy - Twinwood Industrial Buildings - Phase I

OVERALL SITE PLAN

Twinwood Business Park - Brookshire, TX

Exhibit 1, p. 019

PANATTONI®

222021 TWINWOOD MARKETING V2.DWG

DATE: 07/13-2022

JOB NUMBER: 222021

© 2022 SEEBERGER ARCHITECTURE

N

SCALE: 1" = 60'-0"

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

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

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

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

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

Description—Building 3	**Value**
Buildings	6,800,000
Driveways & Parking	2,750,000
Fencing	
Other Improvements	
Total	9,550,000

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

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

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

Exhibit C to Tax Abatement Agreement

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

AMENDMENT TO ORDER DESIGNATING REINVESTMENT ZONE

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

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

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

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

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

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

Signed this 22nd day of December, 2021.

CARBETT "TREY" J. DUHON III
County Judge

Absent

John Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No.

Justin Beckendorff
Commissioner, Precinct No. 4

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed this 28th day of February, 2018.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER JERON BARNETT
Precinct No. 3

COMMISSIONER RUSSELL KLECKA
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

February 8, 2018
Job No. 7777-2010

DESCRIPTION OF
410.9 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence, North 87° 46' 34" East, along the north line of said 6.35 acre tract, 39.96 feet to a point for corner in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the east line of said 6.35 acre tract, common to the centerline of said Woods Road, 23.05 feet to a cotton spindle found for the southeast corner of said 6.35 acre tract, common to the northeast corner of that certain tract of land described in deed to Kohinoor Group, L.P. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R.;

Thence, South 87° 34' 15" West, along the south line of said 6.35 acre tract, common to the north line of said Kohinoor Group tract, 716.36 feet to the northeast corner of the aforementioned 14.00 acre tract;

Thence, South 02° 31' 07" East, along the east line of said 14.00 acre tract, 199.58 feet to the southeast corner of said 14.00 acre tract in a north line of the aforementioned 89.10 acre tract;

Thence, North 87° 34' 14" East, along the south line of said Kohinoor Group tract, common to a north line of said 89.10 acre tract, passing at a distance of 675.98, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the intersection of said common line with the aforementioned west right-of-way line of Woods Road, continuing for a total distance of 716.36 feet to a mag nail with shiner found for the southeast corner of said Kohinoor Group tract, common to a northeast corner of said 89.10 acre tract, in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the centerline of said Woods Road, common to the east line of said 89.10 acre tract, passing at a distance of 399.21, a mag nail found for the common east corner of said 89.10 acre tract and the aforementioned 16.93 acre tract, continuing along said centerline, common to the east line of said 16.93 acre tract, passing at a distance of 598.84 feet, a mag nail with shiner found for the common east corner of said 16.93 acre tract and the aforementioned 190.91 acre tract, continuing along said centerline, common to the east line of said 190.91 acre tract for a total distance of 1,687.80 feet to the southeast corner of said 190.91 acre tract, from which a found cotton spindle bears, North 87° 43' 24" East, 0.81 feet;

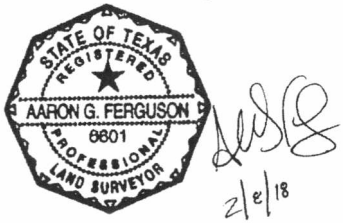
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood Yoakum Partners, LLC by an instrument of record in File Number 1608441,W.C.O.P.R., continuing along the north line of said 19.49 acre tract, common to said south line for a total distance of 963.14 feet to a 5/8-inch iron rod found for the northwest corner of said 19.49 acre tract, common to an east corner of the aforementioned 512.81 acre tract;

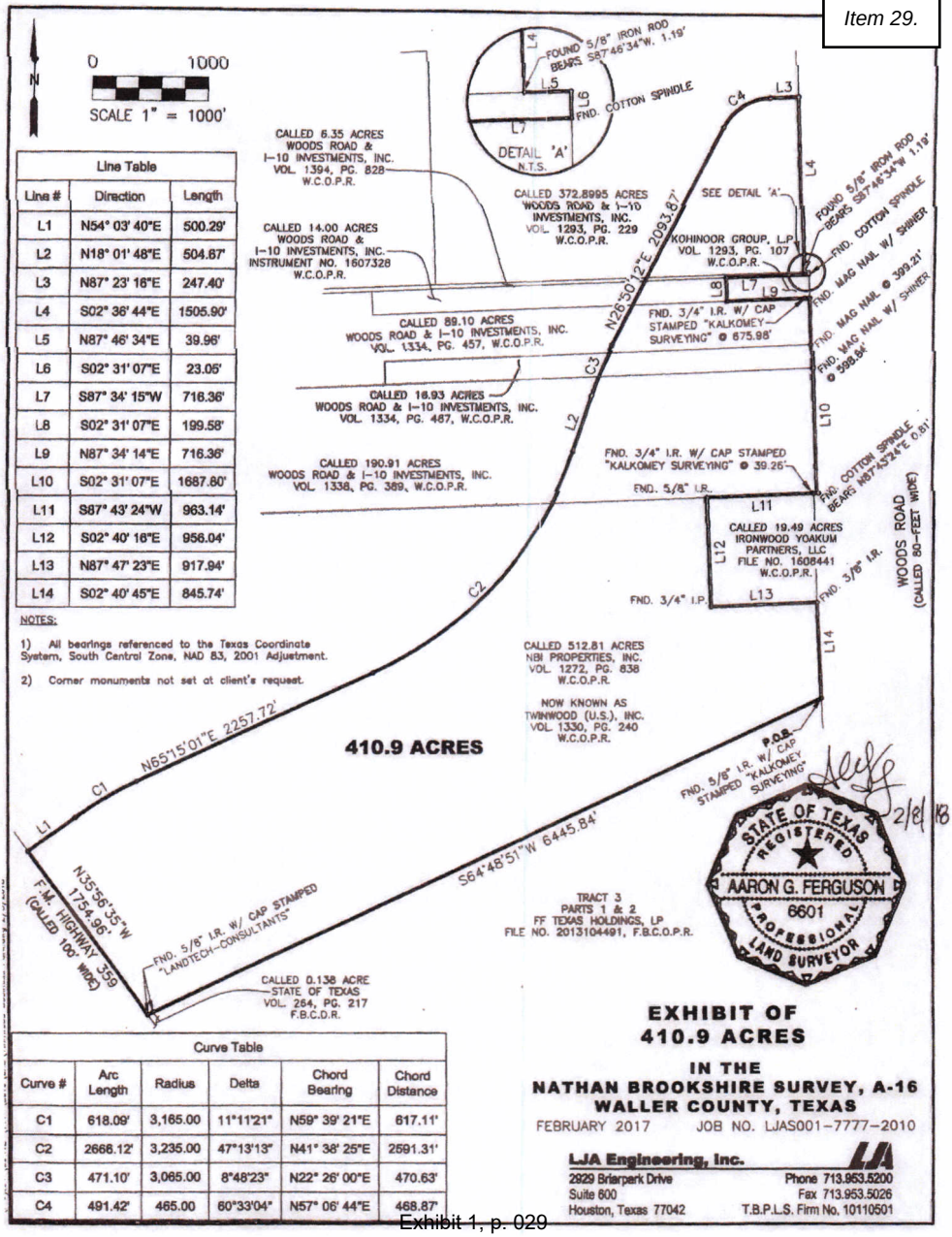
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	2666.12'	3,235.00	47°13'13"	N41° 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

Docusign Envelope ID: C99D693F-720B-8B39-821B-56D6F84DCA11

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND TWINWOOD TWO INDUSTRIAL OWNER, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and Twinwood Two Industrial Owner, LLC ("Twinwood "), a Delaware limited liability company having its principal place of business at 400 Capital Mall, Suite 2040, Sacramento, California 95814 (each a "Party," and collectively "Parties"). Twinwood is the owner of taxable property located within Waller County, Texas and the Waller County Twinwood Business Park Reinvestment Zone 12, ("Reinvestment Zone"), on September 30, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Commissioners Court ordered the designation of the Waller County Twinwood Business Park Reinvestment Zone 12 as authorized by Texas Tax Code Chapter 312 on May 10, 2023, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court previously entered into a tax abatement agreement concerning the Improvements identified in this Agreement with Twinwood under Contract ID 230614-11a which was subsequently terminated because of construction delays due to industrial impacts from COVID-19 related supply chain issues and other secondary impacts; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

Docusign Envelope ID: C99D693F-720B-8B39-821B-56D6F84DCA11

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2027.

1.5 "Building" means the approximately 91,000 square foot facility that will be constructed by Twinwood on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by Twinwood in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 30.315-acre parcel of land legally described on Exhibit A. Twinwood is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 91,000 square foot facility that will be constructed on the Premises at 2282 Discovery Hills Parkway, Brookshire, Texas 77423, and is described on Exhibit B. The Building will be constructed and owned by Twinwood .

Docusign Envelope ID: C99D693F-720B-8B39-821B-56D6F84DCA11

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: Twinwood shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other 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.

3.5 Effect of Appraisal Protest: If Twinwood protests the certified appraised value of the Improvements, and the certified appraised value is reduced as a result of the protest, then the percentage of the abatement granted herein will be adjusted downward by the same percentage rounded to the nearest whole number. For example, if a protest results in the reduction of the property's certified appraised value by 6.6%, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** Twinwood shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: Twinwood shall invest, or cause to be invested, a cumulative amount of at least $$5,647,401.00 into the Project by December 31, 2027.

Docusign Envelope ID: C99D693F-720B-8B39-821B-56D6F84DCA11

4.2 Real Property Improvements: Twinwood shall construct the Building by December 31, 2027.

4.3 Improvement Quality: Twinwood shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: Twinwood shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. Twinwood shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: Twinwood shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: Twinwood shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. Twinwood , upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt Twinwood business with such inspections.

4.7 Required Forms: Twinwood acknowledges its responsibility to file Forms 50-116, 50-141, 50-142, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: Twinwood shall, before December 31 of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

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4.9 Right of Access: Twinwood agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give Twinwood written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) Twinwood shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to Twinwood or any third party, that Twinwood complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: Twinwood must provide the County thirty (30) days written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless Twinwood provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: Twinwood nor shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: Twinwood understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by Owner if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. Twinwood fails to complete or install the Improvements as identified in Exhibit B, or otherwise in accordance with this Agreement;

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b. Twinwood fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

c. Twinwood becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. During the Abatement Period, Twinwood operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

e. Twinwood files any petition for bankruptcy;

f. Any breach of the terms or conditions of this Agreement.

Twinwood will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to Twinwood that it is in default.

5.6 Opportunity to Cure: If a default may be cured, Twinwood shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If Twinwood defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: Twinwood shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and Twinwood shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge Twinwood interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If Twinwood or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

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6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County 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.

b. Twinwood may assign this Agreement without prior written consent from the County if such assignment is to any entity that is directly or indirectly controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. Twinwood 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

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Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require Twinwood to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: Twinwood shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If Twinwood fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing Twinwood the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: Twinwood recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). Twinwood shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. Twinwood recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Twinwood further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, and employees shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Twinwood in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

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10. INDEMNITY

10.1 INDEMNITY: TWINWOOD 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 WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL TWINWOOD INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do 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.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. Twinwood shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, Twinwood must make a written request to the County in the manner described by Section 11.19. Twinwood has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that Twinwood is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Twinwood performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

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11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on September 30, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: Twinwood recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. Twinwood agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which Twinwood violation this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

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11.19 Notices: 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:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For Twinwood :

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

With a copy to:

Either party may designate a different notice party or address by giving the other party at least ten (10) days prior written notice in the manner prescribed above.

[Remainder of page intentionally left blank; Signature Page follows.]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

TWINWOOD TWO INDUSTRIAL OWNER, LLC
a Delaware limited liability company

9/24/2026
_____
Date

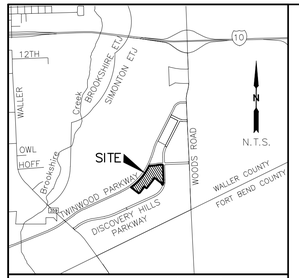
By: Twinwood Two Industrial Venture, LLC
a Delaware limited liability company
Its: Sole Member

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

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

Signed by:
By: Todd King
6D4B0B1BAFF7412...
Name: Todd King
Title: Local Partner

EXHIBIT A



VICINITY MAP (N.T.S.)



SCALE: 1" = 100'

Grate Inlets	
Number	Description
SGTI-05	24" CPP SOUTHEAST
SGTI-06	24" CPP SOUTHEAST
SGTI-14	24" CPP SOUTHEAST
SGTI-15	48" CPP NORTHEAST
	48" CPP NORTHWEST
	30" CPP SOUTHWEST
	48" CPP SOUTHEAST
SGTI-16	48" CPP SOUTHWEST
SGTI-27	24" CPP SOUTHEAST
SGTI-37	24" CPP SOUTHEAST
SGTI-38	48" CPP NORTHWEST
	48" CPP SOUTHEAST
SGTI-39	60" CPP NORTHWEST
	48" CPP SOUTHEAST
SGTI-40	60" CPP NORTHWEST
	60" CPP SOUTHEAST

LEGEND

P.O.B.	POINT OF BEGINNING
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
F.B.C.D.R.	DEED RECORDS OF FORT BEND COUNTY
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
W.C.D.R.	DEED RECORDS OF WALLER COUNTY
(F)	FOUND 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
FL	FLOW LINE
RCP	REINFORCED CONCRETE PIPE
PLM	PIPELINE MARKER
COMM.	COMMUNICATIONS
TCM	TELEPHONE CABLE MARKER
GW	GUY WIRE
	PROPERTY LINE
	HIGH BANK
GAS	GAS LINE (BASED ON VISIBLE FEATURES)
OHE	OVERHEAD ELECTRIC
X	BARBED WIRE FENCE
PP	POWER POLE (AS SPECIFIED)
WV	WATER VALVE
FV	FLUSHING VALVE/FIRE HYDRANT
WF	WATER FAUCET
WM	WATER METER
	SIGN (AS SPECIFIED)
	LIGHT POLE
	GAS VALVE

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	280.78'	900.00	17°52'30"	S06° 39' 39"W	279.64'
C2	12.37'	45.00	15°44'54"	S61° 28' 42"W	12.33'
C3	36.48'	25.00	83°36'57"	N68° 50' 22"W	33.33'
C4	38.81'	90.00	24°42'17"	N39° 23' 02"W	38.51'
C5	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C6	23.56'	15.00	90°00'00"	S83° 15' 49"W	21.21'
C7	47.12'	30.00	90°00'00"	S06° 44' 11"E	42.43'
C8	23.56'	15.00	90°00'00"	S83° 15' 49"W	21.21'
C9	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C10	47.13'	30.00	90°00'41"	S83° 16' 09"W	42.43'
C11	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C12	43.99'	28.00	90°00'44"	S83° 16' 11"W	39.60'
C13	1576.78'	3,100.00	29°08'35"	N40° 05' 02"E	1559.84'
C14	239.73'	2,300.00	5°58'19"	N84° 44' 14"E	239.62'
C15	229.30'	2,200.00	5°58'19"	N84° 44' 14"E	229.20'

Line Table		
Line #	Direction	Length
L1	N27° 01' 54"W	69.93'
L2	S38° 15' 49"W	40.00'
L3	S38° 15' 49"W	35.00'
L4	N51° 44' 11"W	15.01'
L5	S38° 15' 14"W	35.00'
L6	S38° 15' 49"W	40.00'
L7	S38° 15' 49"W	20.00'
L8	S38° 15' 49"W	35.00'
L9	S51° 44' 11"E	19.01'
L10	S38° 15' 36"W	34.95'
L11	N87° 43' 24"E	70.59'
L12	N81° 45' 05"E	120.90'
L13	N87° 43' 24"E	87.69'
L14	S47° 16' 36"E	35.36'

LEGAL DESCRIPTION

BEING 30.315 ACRES OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF COMMERCIAL RESERVE "A" OF THE REPLAT OF ENTERPRISE PARK AT TWINWOOD, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2603614 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (W.C.O.P.R.) (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2001 ADJUSTMENT).

TO TWINWOOD TWO INDUSTRIAL OWNER, LLC, PANATTONI DEVELOPMENT COMPANY, METLIFE INVESTMENT MANAGEMENT, LLC, TWINWOOD TWO INDUSTRIAL VENTURE, LLC, TWINWOOD TWO INDUSTRIAL PO, LLC, MCPP TWINWOOD II MEMBER, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 10, 11(A), 11(B), 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN AUGUST OF 2024.

DATE OF PLAT OR MAP: OCTOBER 2, 2024

4/27/26

AARON G. FERGUSON, RPLS
TEXAS RPLS NUMBER 6601

REVISED APRIL 27, 2026

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

NOTES:

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

2. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. FAH240052428, HAVING AN EFFECTIVE DATE OF JULY 25, 2024, AND AN ISSUED DATE OF SEPTEMBER 6, 2024. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

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

ITEM 1:
MAP AND/OR PLAT RECORDED UNDER INSTRUMENT NO. 2308539, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NOS. 1801631, 1906931, 1906985, 1910181 , AND 2204608 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AND IN/UNDER COUNTY CLERK'S FILE NOS. 2019093995, 2019093651 , AND 2019091855, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

ITEM 10:
d. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME105, PAGE 464 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, PARTIALLY ASSIGNED BY VOLUME 508, PAGE 297; VOLUME 624, PAGE 196 AND VOLUME 674, PAGE 197 AND ASSIGNED TO COPANO NGL SERVICES, L.P. BY VOLUME 698, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (BLANKET BY NATURE)

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

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

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

i. ONE FOOT (1') RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE AND END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR REPLATTED IN A RECORDED PLAT, THE ONE FOOT (1') RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE SHALL REVERT TO DEDICATOR, AS SET FORTH BY PLAT RECORDED IN/UNDER FILE NO. 2008673 AND 2201675 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

j. A BUILDING SET-BACK LINE, AS DISCLOSED BY SAID MAP/PLAT RECORDED IN INSTRUMENT NUMBER 2308539 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS AFFECTS: 25 FEET IN WIDTH ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY SUBDIVISION LINE(S), EXCEPT ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL RESERVE "B". (AS SHOWN HEREON)

k. A PAVING SET-BACK LINE, AS DISCLOSED BY SAID MAP/PLAT RECORDED IN INSTRUMENT NUMBER 2308539 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS, AFFECTS: 10 FEET IN WIDTH ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY SUBDIVISION LINE(S), EXCEPT ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL RESERVE "B". (AS SHOWN HEREON)

l. ALL THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS SAME ARE SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME391, PAGE 5,VOLUME 433, PAGE 606 AND VOLUME 655, PAGE 525, AS AMENDED BY COUNTY CLERK'S FILE NO. 2011380, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NO. 2000040086 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (DRILL SITE AND ACCESS DO NOT AFFECT SUBJECT TRACT, OTHER RIGHTS ARE NOT A SURVEY ITEM)

n. ALL TERMS, CONDITIONS, AND PROVISIONS ON THAT CERTAIN BOUNDARY LINE AGREEMENT, RECORDED IN/UNDER VOLUME 682, PAGE 829 OF THE OFFICIAL PUBLIC RECORDS, WALLER COUNTY, TEXAS, AS SHOWN ON THE RECORDED PLAT AND DEDICATION. (DOES NOT AFFECT)

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

p. ALL TERMS, CONDITIONS, STIPULATIONS, EASEMENTS, CHARGES, LIENS, FEES AND ASSESSMENTS AS SET FORTH IN THE DOCUMENT ENTITLED, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FO FOR TWINWOOD (COMMERCIAL PROPERTY), RECORDED UNDER CLERK'S FILE NO. 1801631 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND CLERK'S FILE NO. 2019091855 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. AS AFFECTED BY INSTRUMENTS RECORDED UNDER WALLER COUNTY CLERK'S FILE NO(S). 1910181 AND 2204608 AND UNDER FORT BEND COUNTY CLERK'S FILE NO(S).2019093651, NOTE FOR INFORMATIONAL PURPOSES: SAID DOCUMENT PROVIDES FOR, AMONG OTHER THINGS, THE FOLLOWING: "ANY LIEN DESCRIBED IN THIS DECLARATION AND THE SUPERIOR TITLE HEREIN RESERVED SHALL BE DEEMED SUBORDINATE TO THE PURCHASE MONEY MORTGAGE LIEN OF A MORTGAGE WHICH MAY HAVE HERETOFORE OR MAY HEREAFTER LEND MONEY IN GOOD FAITH FOR THE PURCHASE OF ANY TRACT WITHIN THE PROPERTY AND/OR ANY RENEWAL, EXTENSION, REARRANGEMENT, OR REFINANCING THEREOF." REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (NOT A SURVEY ITEM)

q. RIGHTS OF PARTIES CONTAINED IN COVENANTS, CONDITIONS AND RESTRICTIONS, SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1178, PAGE 480, IN VOLUME 1278, PAGE 311,VOLUME 1278, PAGE 314, VOLUME 1288, PAGE 33; VOLUME 1290, PAGE 507 AND COUNTY CLERK'S FILE NOS. 1708571,2100596, 2215045, 2215046, 2215047, 2401053, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, TOGETHER WITH TRANSFER FEES SET FORTH THEREIN. THIS INSTRUMENT INCLUDES PROVISIONS PURPORTING TO CREATE A LIEN ON THE LAND PAYABLE UPON EACH TRANSFER OF THE LAND. (NOT A SURVEY ITEM)

r. TELECOMMUNICATION EASEMENT RECORDED APRIL 11, 2022 UNDER CLERK'S FILE NO. 2204609, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AS SHOWN ON THE RECORDED PLAT AND DEDICATION. (AS SHOWN HEREON)

s. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE WALLER COUNTY MUNICIPAL UTILITY DISTRICT #18 AND MAY BE SUBJECT TO STANDBY FEES AND TAX ASSESSMENTS BY SAID DISTRICT.

y. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SURFACE ENTRY WAIVER AGREEMENT, RECORDED IN VOLUME 1347, PAGE 142 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

z. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SURFACE ENTRY WAIVER AGREEMENT, RECORDED IN VOLUME 1347, PAGE 158 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

aa. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WAIVER OF SURFACE RIGHTS AND DESIGNATION OF DRILL SITE AGREEMENT, RECORDED IN VOLUME 1071, PAGE 643, CORRECTED IN VOLUME 1338, PAGE 383, AND AS AMENDED UNDER CLERK'S FILE NO(S) 2001636, 2001637 AND 2001638 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (ACCESS EASEMENT AND DRILL SITE LIE OUTSIDE OF SUBJECT TRACT)

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

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

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

6. THE SURVEYED PROPERTY SHOWN HEREON HAS ACCESS TO ENTERPRISE CENTER BOULEVARD AND DISCOVERY HILLS PARKWAY BUT IS SUBJECT TO THE 1' RESERVE SHOWN HEREON. THESE STREETS WERE DEDICATED TO THE PUBLIC BY PLAT UNDER INSTRUMENT NUMBERS 2201675 AND 2008673, W.C.O.P.R.

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

8. THE SURVEYOR WAS NOT PROVIDED WITH ANY ZONING REPORTS. THERE ARE NO BUILDINGS ON THE SUBJECT TRACT. THERE ARE NO STRIPED PARKING SPACES ON THE SUBJECT TRACT. THE SURVEYOR WAS NOT PROVIDED WITH PLANS OR REPORTS REGARDING UTILITIES.

9. A TEXAS 811 TICKET (TICKET NUMBER 2469173366) WAS PLACED PRIOR TO COMMENCING FIELDWORK. NOTE TO THE CLIENT, INSURER, AND LENDER – WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

10. THE SURVEYED PROPERTY SHOWN HEREON LIES AT THE INTERSECTION OF ENTERPRISE CENTER BOULEVARD AND DISCOVERY HILLS PARKWAY.

11. UNLESS SHOWN HEREON, THERE ARE NO VISIBLE ENCROACHMENTS.

12. THERE IS NO VISIBLE EVIDENCE THAT THE SURVEYED PROPERTY SHOWN HEREON IS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

13. THE BOUNDARY LINE DIMENSIONS AS SHOWN HEREON FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS OR GORES.

14. EXCEPT AS SHOWN HEREON, ALL VISIBLE UTILITIES SERVING THE SURVEYED PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED EASEMENTS.

15. BASED ON INFORMATION OBTAINED FROM THE FAA NOTICE CRITERIA TOOL, THE SURVEYED PROPERTY SHOWN HEREON (NO STRUCTURES CURRENTLY ON SUBJECT TRACT) DOES NOT EXCEED NOTICE CRITERIA.

16. WHERE APPLICABLE AND BASED ON THE INFORMATION PROVIDED TO THE SURVEYOR, THIS SURVEY INCLUDES THE METLIFE INVESTMENT MANAGEMENT REQUIREMENTS.

17. FLOWLINE SIZES AND DIRECTIONS WERE NOT ABLE TO BE OBTAINED IN SOME MANHOLES DUE TO THE MANNER IN WHICH THE UNDERGROUND BOX WAS CONSTRUCTED.

18. THE SURVEYOR WAS NOT PROVIDED WITH DOCUMENTATION TO SHOW PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY LINES. THERE IS NO EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIR AT THE TIME OF SURVEY.

ALTA/NSPS
LAND TITLE SURVEY
30.315 ACRES
IN THE
NATHAN BROOKSIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

AUGUST 2024 JOB NO. LJAS3054-2402

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

S:\Sections\Survey\Projects\LJAS3054 (Panattoni Development)\2602\06 CAD\Working Files\Base Files\30.32Ac_ALTA_REV-04-22-2026.dwg
4/27/2026

Docusign Envelope ID: C99D693F-720B-8B39-821B-56D6F84DCA11

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

"**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.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by Twinwood Two Industrial Owner, LLC at 2282 Discovery Hills Pkwy, Brookshire, Texas 77423

Description	**Investment**
Building – one (1) 91,000 square foot facility to be used as an industrial warehouse or manufacturing facility	$3,608,121.00
Driveways & Parking	$2,039,280.00
Fencing	
Other Improvements	
Total	$5,647,401.00

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;

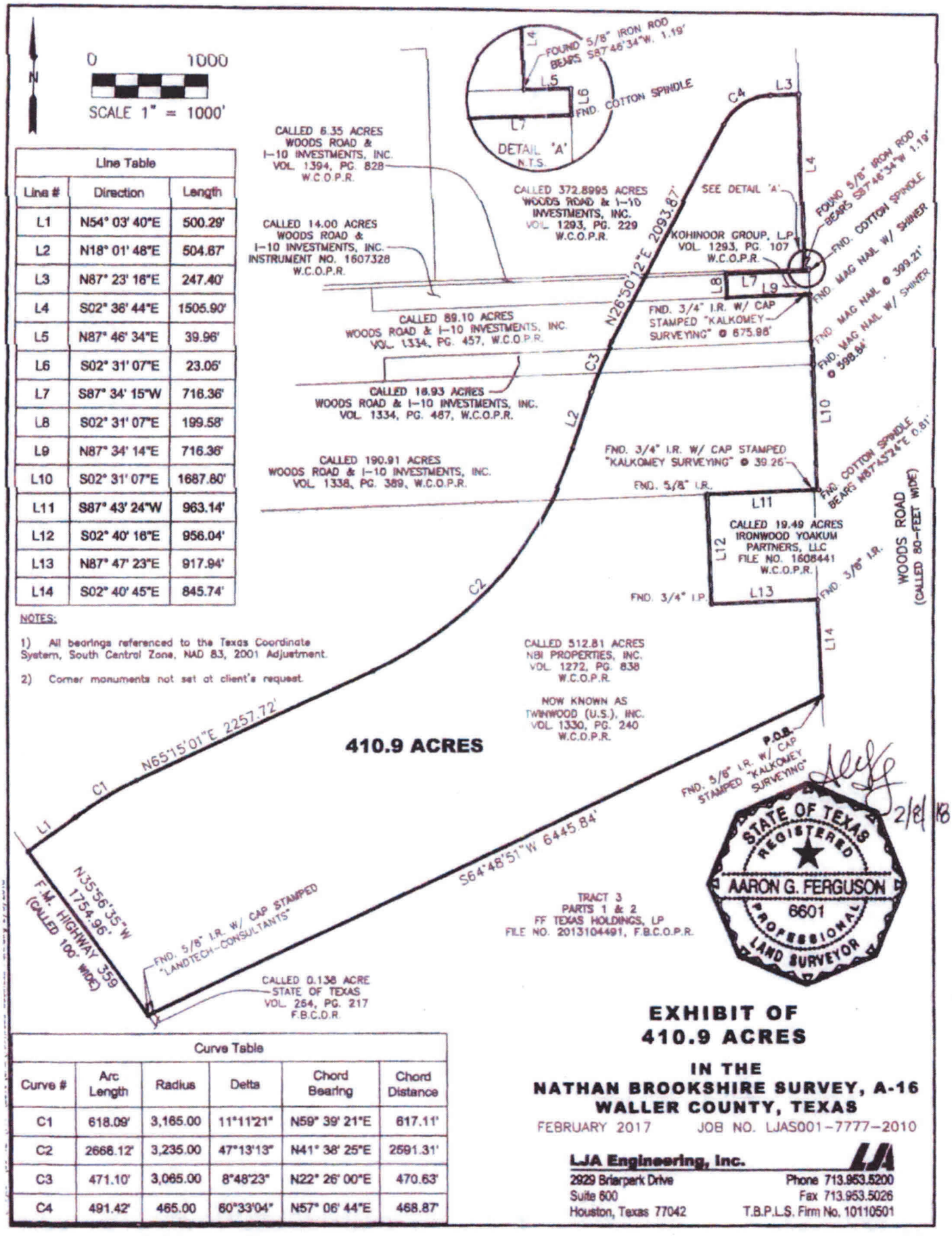
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	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'	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

Docusign Envelope ID: 8D42CE27-D568-8FB9-8234-28ADBB0EF831

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND TWINWOOD TWO INDUSTRIAL OWNER, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and Twinwood Two Industrial Owner, LLC ("Twinwood "), a Delaware limited liability company having its principal place of business at 400 Capital Mall, Suite 2040, Sacramento, California 95814 (each a "Party," and collectively "Parties"). Twinwood is the owner of taxable property located within Waller County, Texas and the Waller County Twinwood Business Park Reinvestment Zone 12, ("Reinvestment Zone"), on September 30, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Commissioners Court ordered the designation of the Waller County Twinwood Business Park Reinvestment Zone 12 as authorized by Texas Tax Code Chapter 312 on May 10, 2023, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court previously entered into a tax abatement agreement concerning the Improvements identified in this Agreement with Twinwood under Contract ID 230614-11c which was subsequently terminated because of construction delays due to industrial impacts from COVID-19 related supply chain issues and other secondary impacts; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

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1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2027.

1.5 "Building" means the approximately 181,000 square foot facility that will be constructed by Twinwood on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by Twinwood in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 30.315-acre parcel of land legally described on Exhibit A. Twinwood is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 181,000 square foot facility that will be constructed on the Premises at 2152 Discovery Hills Parkway, Brookshire, Texas 77423, and is described on Exhibit B. The Building will be constructed and owned by Twinwood .

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3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: Twinwood shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other 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.

3.5 Effect of Appraisal Protest: If Twinwood protests the certified appraised value of the Improvements, and the certified appraised value is reduced as a result of the protest, then the percentage of the abatement granted herein will be adjusted downward by the same percentage rounded to the nearest whole number. For example, if a protest results in the reduction of the property's certified appraised value by 6.6%, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** Twinwood shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: Twinwood shall invest, or cause to be invested, a cumulative amount of at least $$10,427,906.00 into the Project by December 31, 2027.

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4.2 Real Property Improvements: Twinwood shall construct the Building by December 31, 2027.

4.3 Improvement Quality: Twinwood shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: Twinwood shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. Twinwood shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: Twinwood shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: Twinwood shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. Twinwood , upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt Twinwood business with such inspections.

4.7 Required Forms: Twinwood acknowledges its responsibility to file Forms 50-116, 50-141, 50-142, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: Twinwood shall, before December 31 of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

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4.9 Right of Access: Twinwood agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give Twinwood written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) Twinwood shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to Twinwood or any third party, that Twinwood complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: Twinwood must provide the County thirty (30) days written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless Twinwood provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: Twinwood nor shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: Twinwood understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by Owner if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

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a. Twinwood fails to complete or install the Improvements as identified in Exhibit B, or otherwise in accordance with this Agreement;

b. Twinwood fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

c. Twinwood becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. During the Abatement Period, Twinwood operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

e. Twinwood files any petition for bankruptcy;

f. Any breach of the terms or conditions of this Agreement.

Twinwood will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to Twinwood that it is in default.

5.6 Opportunity to Cure: If a default may be cured, Twinwood shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If Twinwood defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: Twinwood shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and Twinwood shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge Twinwood interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If Twinwood or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

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5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County 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.

b. Twinwood may assign this Agreement without prior written consent from the County if such assignment is to any entity that is directly or indirectly controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. Twinwood 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.

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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 assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require Twinwood to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: Twinwood shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If Twinwood fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing Twinwood the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: Twinwood recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). Twinwood shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. Twinwood recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Twinwood further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, and employees shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by

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Twinwood in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: TWINWOOD 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 WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL TWINWOOD INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do 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.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. Twinwood shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, Twinwood must make a written request to the County in the manner described by Section 11.19. Twinwood has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that Twinwood is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Twinwood performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

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11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on September 30, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: Twinwood recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. Twinwood agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which Twinwood violation this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

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11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: 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:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For Twinwood :

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

With a copy to:

Either party may designate a different notice party or address by giving the other party at least ten (10) days prior written notice in the manner prescribed above.

[Remainder of page intentionally left blank; Signature Page follows.]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III — Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan — Date
Waller County Clerk

TWINWOOD TWO INDUSTRIAL OWNER, LLC
a Delaware limited liability company

9/24/2026
_____
Date

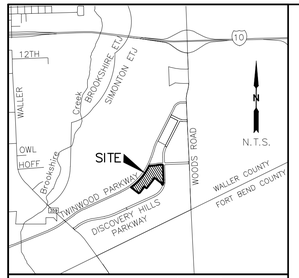
By: Twinwood Two Industrial Venture, LLC
a Delaware limited liability company
Its: Sole Member

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

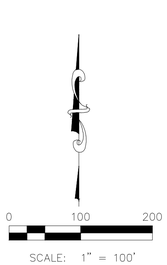
By: PDC Houston LPIV, LLC,
a Delaware limited liability company
Its: Manager

By: Signed by: Todd King 6D4B0B1BAFF7412... _____
Name: Todd King
Title: Local Partner

EXHIBIT A



VICINITY MAP (N.T.S.)



Grate Inlets	
Number	Description
SGTI-05	24" CPP SOUTHEAST
SGTI-06	24" CPP SOUTHEAST
SGTI-14	24" CPP SOUTHEAST
SGTI-15	48" CPP NORTHEAST
	48" CPP NORTHWEST
	30" CPP SOUTHWEST
	48" CPP SOUTHEAST
SGTI-16	48" CPP SOUTHWEST
SGTI-27	24" CPP SOUTHEAST
SGTI-37	24" CPP SOUTHEAST
SGTI-38	48" CPP NORTHWEST
	48" CPP SOUTHEAST
SGTI-39	60" CPP NORTHWEST
	48" CPP SOUTHEAST
SGTI-40	60" CPP NORTHWEST
	60" CPP SOUTHEAST

LEGEND

P.O.B.	POINT OF BEGINNING
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
F.B.C.D.R.	DEED RECORDS OF FORT BEND COUNTY
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
W.C.D.R.	DEED RECORDS OF WALLER COUNTY
(F)	FOUND 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
FL	FLOW LINE
RCP	REINFORCED CONCRETE PIPE
PLM	PIPELINE MARKER
COMM.	COMMUNICATIONS
TCM	TELEPHONE CABLE MARKER
GW	GUY WIRE
PL	PROPERTY LINE
HB	HIGH BANK
GAS	GAS LINE (BASED ON VISIBLE FEATURES)
OHE	OVERHEAD ELECTRIC
X	BARBED WIRE FENCE
PP	POWER POLE (AS SPECIFIED)
WV	WATER VALVE
FV	FLUSHING VALVE/FIRE HYDRANT
WF	WATER FAUCET
WM	WATER METER
	SIGN (AS SPECIFIED)
	LIGHT POLE
	GAS VALVE

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	280.78'	900.00	17°52'30"	S06° 39' 39"W	279.64'
C2	12.37'	45.00	15°44'54"	S61° 28' 42"W	12.33'
C3	36.48'	25.00	83°36'57"	N68° 50' 22"W	33.33'
C4	38.81'	90.00	24°42'17"	N39° 23' 02"W	38.51'
C5	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C6	23.56'	15.00	90°00'00"	S83° 15' 49"W	21.21'
C7	47.12'	30.00	90°00'00"	S06° 44' 11"E	42.43'
C8	23.56'	15.00	90°00'00"	S83° 15' 49"W	21.21'
C9	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C10	47.13'	30.00	90°00'41"	S83° 16' 09"W	42.43'
C11	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C12	43.99'	28.00	90°00'44"	S83° 16' 11"W	39.60'
C13	1576.78'	3,100.00	29°08'35"	N40° 05' 02"E	1559.84'
C14	239.73'	2,300.00	5°58'19"	N84° 44' 14"E	239.62'
C15	229.30'	2,200.00	5°58'19"	N84° 44' 14"E	229.20'

Line Table		
Line #	Direction	Length
L1	N27° 01' 54"W	69.93'
L2	S38° 15' 49"W	40.00'
L3	S38° 15' 49"W	35.00'
L4	N51° 44' 11"W	15.01'
L5	S38° 15' 14"W	35.00'
L6	S38° 15' 49"W	40.00'
L7	S38° 15' 49"W	20.00'
L8	S38° 15' 49"W	35.00'
L9	S51° 44' 11"E	19.01'
L10	S38° 15' 36"W	34.95'
L11	N87° 43' 24"E	70.59'
L12	N81° 45' 05"E	120.90'
L13	N87° 43' 24"E	87.69'
L14	S47° 16' 36"E	35.36'

LEGAL DESCRIPTION

BEING 30.315 ACRES OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF COMMERCIAL RESERVE "A" OF THE REPLAT OF ENTERPRISE PARK AT TWINWOOD, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2603614 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (W.C.O.P.R.) (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2001 ADJUSTMENT).

TO TWINWOOD TWO INDUSTRIAL OWNER, LLC, PANATTONI DEVELOPMENT COMPANY, METLIFE INVESTMENT MANAGEMENT, LLC, TWINWOOD TWO INDUSTRIAL VENTURE, LLC, TWINWOOD TWO INDUSTRIAL PO, LLC, MCPP TWINWOOD II MEMBER, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 10, 11(A), 11(B), 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN AUGUST OF 2024.

DATE OF PLAT OR MAP: OCTOBER 2, 2024

4/27/26

AARON G. FERGUSON, RPLS
TEXAS RPLS NUMBER 6601

REVISED APRIL 27, 2026

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

NOTES:

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

2. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. FAH240052428, HAVING AN EFFECTIVE DATE OF JULY 25, 2024, AND AN ISSUED DATE OF SEPTEMBER 6, 2024. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

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

ITEM 1:
MAP AND/OR PLAT RECORDED UNDER INSTRUMENT NO. 2308539, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NOS. 1801631, 1906931, 1906985, 1910181 , AND 2204608 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AND IN/UNDER COUNTY CLERK'S FILE NOS. 2019093995, 2019093651 , AND 2019091855, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

ITEM 10:
d. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME105, PAGE 464 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, PARTIALLY ASSIGNED BY VOLUME 508, PAGE 297; VOLUME 624, PAGE 196 AND VOLUME 674, PAGE 197 AND ASSIGNED TO COPANO NGL SERVICES, L.P. BY VOLUME 698, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (BLANKET BY NATURE)

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

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

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

i. ONE FOOT (1') RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE AND END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR REPLATTED IN A RECORDED PLAT, THE ONE FOOT (1') RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE SHALL REVERT TO DEDICATOR, AS SET FORTH BY PLAT RECORDED IN/UNDER FILE NO. 2008673 AND 2201675 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

j. A BUILDING SET-BACK LINE, AS DISCLOSED BY SAID MAP/PLAT RECORDED IN INSTRUMENT NUMBER 2308539 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS AFFECTS: 25 FEET IN WIDTH ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY SUBDIVISION LINE(S), EXCEPT ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL RESERVE "B". (AS SHOWN HEREON)

k. A PAVING SET-BACK LINE, AS DISCLOSED BY SAID MAP/PLAT RECORDED IN INSTRUMENT NUMBER 2308539 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS, AFFECTS: 10 FEET IN WIDTH ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY SUBDIVISION LINE(S), EXCEPT ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL RESERVE "B". (AS SHOWN HEREON)

l. ALL THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS SAME ARE SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME391, PAGE 5,VOLUME 433, PAGE 606 AND VOLUME 655, PAGE 525, AS AMENDED BY COUNTY CLERK'S FILE NO. 2011380, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NO. 2000040086 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (DRILL SITE AND ACCESS DO NOT AFFECT SUBJECT TRACT, OTHER RIGHTS ARE NOT A SURVEY ITEM)

n. ALL TERMS, CONDITIONS, AND PROVISIONS ON THAT CERTAIN BOUNDARY LINE AGREEMENT, RECORDED IN/UNDER VOLUME 682, PAGE 829 OF THE OFFICIAL PUBLIC RECORDS, WALLER COUNTY, TEXAS, AS SHOWN ON THE RECORDED PLAT AND DEDICATION. (DOES NOT AFFECT)

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

p. ALL TERMS, CONDITIONS, STIPULATIONS, EASEMENTS, CHARGES, LIENS, FEES AND ASSESSMENTS AS SET FORTH IN THE DOCUMENT ENTITLED, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FO FOR TWINWOOD (COMMERCIAL PROPERTY), RECORDED UNDER CLERK'S FILE NO. 1801631 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND CLERK'S FILE NO. 2019091855 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. AS AFFECTED BY INSTRUMENTS RECORDED UNDER WALLER COUNTY CLERK'S FILE NO(S). 1910181 AND 2204608 AND UNDER FORT BEND COUNTY CLERK'S FILE NO(S).2019093651, NOTE FOR INFORMATIONAL PURPOSES: SAID DOCUMENT PROVIDES FOR, AMONG OTHER THINGS, THE FOLLOWING: "ANY LIEN DESCRIBED IN THIS DECLARATION AND THE SUPERIOR TITLE HEREIN RESERVED SHALL BE DEEMED SUBORDINATE TO THE PURCHASE MONEY MORTGAGE LIEN OF A MORTGAGE WHICH MAY HAVE HERETOFORE OR MAY HEREAFTER LEND MONEY IN GOOD FAITH FOR THE PURCHASE OF ANY TRACT WITHIN THE PROPERTY AND/OR ANY RENEWAL, EXTENSION, REARRANGEMENT, OR REFINANCING THEREOF." REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (NOT A SURVEY ITEM)

q. RIGHTS OF PARTIES CONTAINED IN COVENANTS, CONDITIONS AND RESTRICTIONS, SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1178, PAGE 480, IN VOLUME 1278, PAGE 311,VOLUME 1278, PAGE 314, VOLUME 1288, PAGE 33; VOLUME 1290, PAGE 507 AND COUNTY CLERK'S FILE NOS. 1708571,2100596, 2215045, 2215048 AND 2401053, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, TOGETHER WITH TRANSFER FEES SET FORTH THEREIN. THIS INSTRUMENT INCLUDES PROVISIONS PURPORTING TO CREATE A LIEN ON THE LAND PAYABLE UPON EACH TRANSFER OF THE LAND. (NOT A SURVEY ITEM)

r. TELECOMMUNICATION EASEMENT RECORDED APRIL 11, 2022 UNDER CLERK'S FILE NO. 2204609, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AS SHOWN ON THE RECORDED PLAT AND DEDICATION. (AS SHOWN HEREON)

s. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE WALLER COUNTY MUNICIPAL UTILITY DISTRICT #18 AND MAY BE SUBJECT TO STANDBY FEES AND TAX ASSESSMENTS BY SAID DISTRICT.

y. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SURFACE ENTRY WAIVER AGREEMENT, RECORDED IN VOLUME 1347, PAGE 142 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

z. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SURFACE ENTRY WAIVER AGREEMENT, RECORDED IN VOLUME 1347, PAGE 158 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

aa. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WAIVER OF SURFACE RIGHTS AND DESIGNATION OF DRILL SITE AGREEMENT, RECORDED IN VOLUME 1071, PAGE 643, CORRECTED IN VOLUME 1338, PAGE 383, AND AS AMENDED UNDER CLERK'S FILE NO(S) 2001636, 2001637 AND 2001638 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (ACCESS EASEMENT AND DRILL SITE LIE OUTSIDE OF SUBJECT TRACT)

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

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

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

6. THE SURVEYED PROPERTY SHOWN HEREON HAS ACCESS TO ENTERPRISE CENTER BOULEVARD AND DISCOVERY HILLS PARKWAY BUT IS SUBJECT TO THE 1' RESERVE SHOWN HEREON. THESE STREETS WERE DEDICATED TO THE PUBLIC BY PLAT UNDER INSTRUMENT NUMBERS 2201675 AND 2008673, W.C.O.P.R.

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

8. THE SURVEYOR WAS NOT PROVIDED WITH ANY ZONING REPORTS. THERE ARE NO BUILDINGS ON THE SUBJECT TRACT. THERE ARE NO STRIPED PARKING SPACES ON THE SUBJECT TRACT. THE SURVEYOR WAS NOT PROVIDED WITH PLANS OR REPORTS REGARDING UTILITIES.

9. A TEXAS 811 TICKET (TICKET NUMBER 2469173366) WAS PLACED PRIOR TO COMMENCING FIELDWORK. NOTE TO THE CLIENT, INSURER, AND LENDER – WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

10. THE SURVEYED PROPERTY SHOWN HEREON LIES AT THE INTERSECTION OF ENTERPRISE CENTER BOULEVARD AND DISCOVERY HILLS PARKWAY.

11. UNLESS SHOWN HEREON, THERE ARE NO VISIBLE ENCROACHMENTS.

12. THERE IS NO VISIBLE EVIDENCE THAT THE SURVEYED PROPERTY SHOWN HEREON IS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

13. THE BOUNDARY LINE DIMENSIONS AS SHOWN HEREON FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS OR GORES.

14. EXCEPT AS SHOWN HEREON, ALL VISIBLE UTILITIES SERVING THE SURVEYED PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED EASEMENTS.

15. BASED ON INFORMATION OBTAINED FROM THE FAA NOTICE CRITERIA TOOL, THE SURVEYED PROPERTY SHOWN HEREON (NO STRUCTURES CURRENTLY ON SUBJECT TRACT) DOES NOT EXCEED NOTICE CRITERIA.

16. WHERE APPLICABLE AND BASED ON THE INFORMATION PROVIDED TO THE SURVEYOR, THIS SURVEY INCLUDES THE METLIFE INVESTMENT MANAGEMENT REQUIREMENTS.

17. FLOWLINE SIZES AND DIRECTIONS WERE NOT ABLE TO BE OBTAINED IN SOME MANHOLES DUE TO THE MANNER IN WHICH THE UNDERGROUND BOX WAS CONSTRUCTED.

18. THE SURVEYOR WAS NOT PROVIDED WITH DOCUMENTATION TO SHOW PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY LINES. THERE IS NO EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIR AT THE TIME OF SURVEY.

ALTA/NSPS
LAND TITLE SURVEY
30.315 ACRES
IN THE
NATHAN BROOKSIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

AUGUST 2024 JOB NO. LJAS3054-2402

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

S:\Sections\Survey\Projects\LJAS3054 (Panattoni Development)\2602\06 CAD\Working Files\Base Files\30.32Ac_ALTA_REV-04-22-2026.dwg
4/27/2026

Docusign Envelope ID: 8D42CE27-D568-8FB9-8234-28ADBB0EF831

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

"**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.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by Twinwood Two Industrial Owner, LLC at 2152 Discovery Hills Pkwy, Brookshire, Texas 77423

Description	**Investment**
Building – one (1) 181,241 square foot facility to be used as an industrial warehouse or manufacturing facility	$6,380,818.00
Driveways & Parking	$4,047,088.00
Fencing	
Other Improvements	
Total	$10,427,906.00

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;

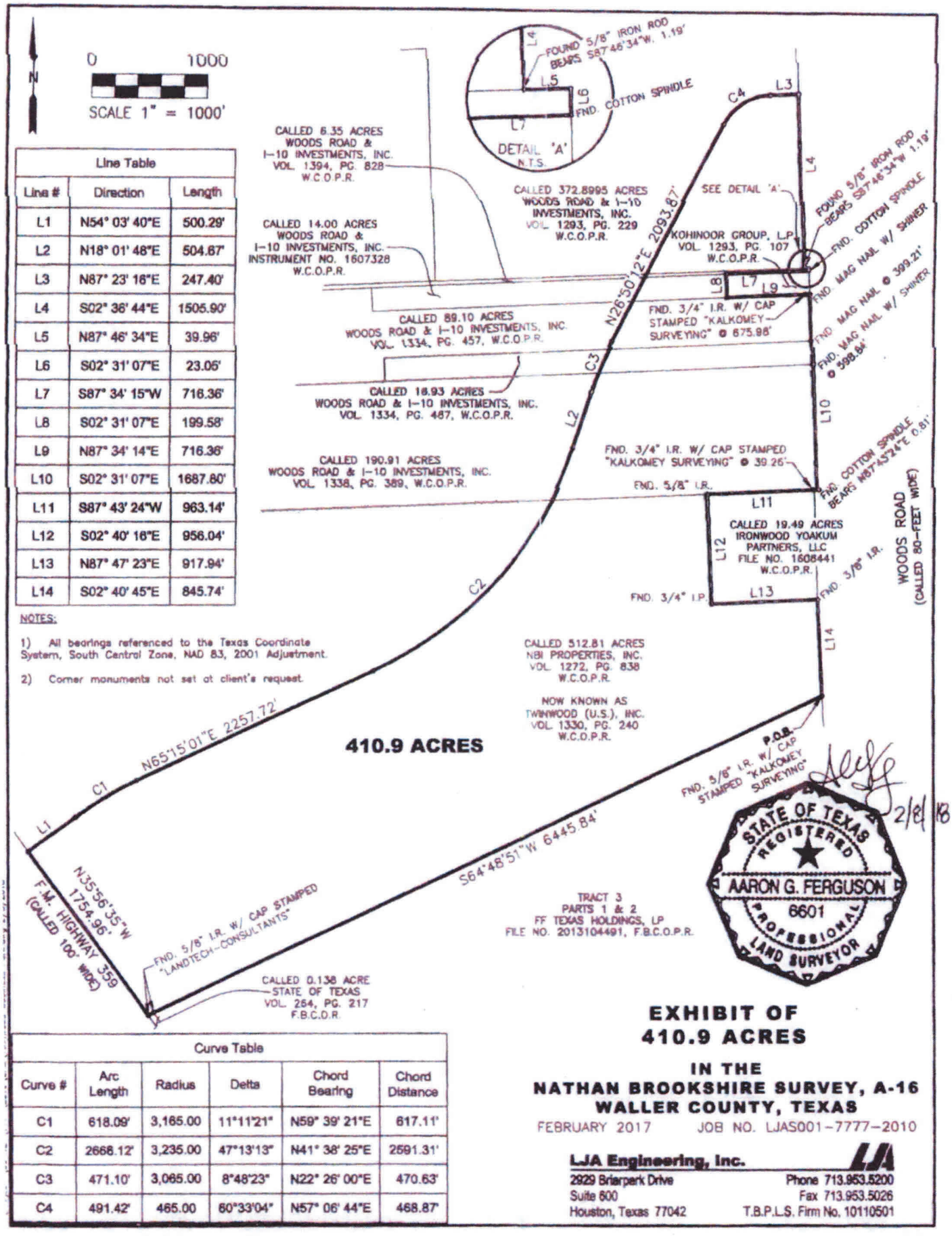
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	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'	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

Docusign Envelope ID: F68E18CB-A5C7-8DB2-8179-71592047F0D9

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND TWINWOOD TWO INDUSTRIAL OWNER, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and Twinwood Two Industrial Owner, LLC ("Twinwood "), a Delaware limited liability company having its principal place of business at 400 Capital Mall, Suite 2040, Sacramento, California 95814 (each a "Party," and collectively "Parties"). Twinwood is the owner of taxable property located within Waller County, Texas and the Waller County Twinwood Business Park Reinvestment Zone 12, ("Reinvestment Zone"), on September 30, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Commissioners Court ordered the designation of the Waller County Twinwood Business Park Reinvestment Zone 12 as authorized by Texas Tax Code Chapter 312 on May 10, 2023, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

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1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2027.

1.5 "Building" means the approximately 178,000 square foot facility that will be constructed by Twinwood on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by Twinwood in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 30.315-acre parcel of land legally described on Exhibit A. Twinwood is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 178,000 square foot facility that will be constructed on the Premises at 2050 Discovery Hills Parkway, Brookshire, Texas 77423, and is described on Exhibit B. The Building will be constructed and owned by Twinwood .

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

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3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: Twinwood shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other 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.

3.5 Effect of Appraisal Protest: If Twinwood protests the certified appraised value of the Improvements, and the certified appraised value is reduced as a result of the protest, then the percentage of the abatement granted herein will be adjusted downward by the same percentage rounded to the nearest whole number. For example, if a protest results in the reduction of the property's certified appraised value by 6.6%, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** Twinwood shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: Twinwood shall invest, or cause to be invested, a cumulative amount of at least $10,451,823.00 into the Project by December 31, 2027.

4.2 Real Property Improvements: Twinwood shall construct the Building by December 31, 2027.

4.3 Improvement Quality: Twinwood shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and

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regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: Twinwood shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. Twinwood shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: Twinwood shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: Twinwood shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. Twinwood , upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt Twinwood business with such inspections.

4.7 Required Forms: Twinwood acknowledges its responsibility to file Forms 50-116, 50-141, 50-142, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: Twinwood shall, before December 31 of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: Twinwood agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees

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(i) to give Twinwood written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) Twinwood shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to Twinwood or any third party, that Twinwood complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: Twinwood must provide the County thirty (30) days written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless Twinwood provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: Twinwood nor shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: Twinwood understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by Owner if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. Twinwood fails to complete or install the Improvements as identified in Exhibit B, or otherwise in accordance with this Agreement;

b. Twinwood fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

c. Twinwood becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

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d. During the Abatement Period, Twinwood operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

e. Twinwood files any petition for bankruptcy;

f. Any breach of the terms or conditions of this Agreement.

Twinwood will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to Twinwood that it is in default.

5.6 Opportunity to Cure: If a default may be cured, Twinwood shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If Twinwood defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: Twinwood shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and Twinwood shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge Twinwood interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If Twinwood or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

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1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County 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.

b. Twinwood may assign this Agreement without prior written consent from the County if such assignment is to any entity that is directly or indirectly controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. Twinwood 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 assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require Twinwood to guarantee the performance and payment of the assignee under this Agreement.

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7. PROPERTY CONVEYANCE

7.1 Property Conveyance: Twinwood shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If Twinwood fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing Twinwood the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: Twinwood recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). Twinwood shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. Twinwood recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Twinwood further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, and employees shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Twinwood in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: TWINWOOD 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 WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF

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PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL TWINWOOD INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do 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.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. Twinwood shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, Twinwood must make a written request to the County in the manner described by Section 11.19. Twinwood has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that Twinwood is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Twinwood performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on September 30, 2026 in accordance with applicable provisions of the Texas Tax

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Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: Twinwood recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. Twinwood agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which Twinwood violation this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: 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:

Docusign Envelope ID: F68E18CB-A5C7-8DB2-8179-71592047F0D9

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For Twinwood :

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

With a copy to:

Either party may designate a different notice party or address by giving the other party at least ten (10) days prior written notice in the manner prescribed above.

[Remainder of page intentionally left blank; Signature Page follows.]

Docusign Envelope ID: F68E18CB-A5C7-8DB2-8179-71592047F0D9

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

TWINWOOD TWO INDUSTRIAL OWNER, LLC
a Delaware limited liability company

9/24/2026
_____
Date

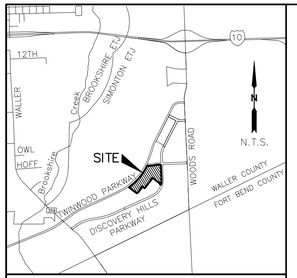
By: Twinwood Two Industrial Venture, LLC
a Delaware limited liability company
Its: Sole Member

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

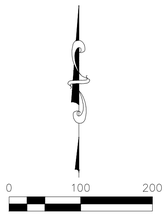
By: PDC Houston LPIV, LLC,
a Delaware limited liability company
Its: Manager

By: Signed by: Todd King 6D4B0B1BAFF7412... _____
Name: Todd King
Title: Local Partner

EXHIBIT A



VICINITY MAP (N.T.S.)



SCALE: 1" = 100'

Grate Inlets	
Number	Description
SGTI-05	24" CPP SOUTHEAST
SGTI-06	24" CPP SOUTHEAST
SGTI-14	24" CPP SOUTHEAST
SGTI-15	48" CPP NORTHEAST
	48" CPP NORTHWEST
	30" CPP SOUTHWEST
	48" CPP SOUTHEAST
SGTI-16	48" CPP SOUTHWEST
SGTI-27	24" CPP SOUTHEAST
SGTI-37	24" CPP SOUTHEAST
SGTI-38	48" CPP NORTHWEST
	48" CPP SOUTHEAST
SGTI-39	60" CPP NORTHWEST
	48" CPP SOUTHEAST
SGTI-40	60" CPP NORTHWEST
	60" CPP SOUTHEAST

LEGEND

P.O.B.	POINT OF BEGINNING
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
F.B.C.D.R.	DEED RECORDS OF FORT BEND COUNTY
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
W.C.D.R.	DEED RECORDS OF WALLER COUNTY
(F)	FOUND 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
FL	FLOW LINE
RCP	REINFORCED CONCRETE PIPE
PLM	PIPELINE MARKER
COMM.	COMMUNICATIONS
TCM	TELEPHONE CABLE MARKER
GW	GUY WIRE
	PROPERTY LINE
	HIGH BANK
GAS	GAS LINE (BASED ON VISIBLE FEATURES)
OHE	OVERHEAD ELECTRIC
X	BARBED WIRE FENCE
PP	POWER POLE (AS SPECIFIED)
WV	WATER VALVE
WF	FLUSHING VALVE/FIRE HYDRANT
WM	WATER METER
	SIGN (AS SPECIFIED)
	LIGHT POLE
	GAS VALVE

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	280.78'	900.00	17°52'30"	S06° 39' 39"W	279.64'
C2	12.37'	45.00	15°44'54"	S61° 28' 42"W	12.33'
C3	36.48'	25.00	83°36'57"	N68° 50' 22"W	33.33'
C4	38.81'	90.00	24°42'17"	N39° 23' 02"W	38.51'
C5	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C6	23.56'	15.00	90°00'00"	S83° 15' 49"W	21.21'
C7	47.12'	30.00	90°00'00"	S06° 44' 11"E	42.43'
C8	23.56'	15.00	90°00'00"	S83° 15' 49"W	21.21'
C9	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C10	47.13'	30.00	90°00'41"	S83° 16' 09"W	42.43'
C11	23.56'	15.00	90°00'00"	S06° 44' 11"E	21.21'
C12	43.99'	28.00	90°00'44"	S83° 16' 11"W	39.60'
C13	1576.78'	3,100.00	29°08'35"	N40° 05' 02"E	1559.84'
C14	239.73'	2,300.00	5°58'19"	N84° 44' 14"E	239.62'
C15	229.30'	2,200.00	5°58'19"	N84° 44' 14"E	229.20'

Line Table		
Line #	Direction	Length
L1	N27° 01' 54"W	69.93'
L2	S38° 15' 49"W	40.00'
L3	S38° 15' 49"W	35.00'
L4	N51° 44' 11"W	15.01'
L5	S38° 15' 14"W	35.00'
L6	S38° 15' 49"W	40.00'
L7	S38° 15' 49"W	20.00'
L8	S38° 15' 49"W	35.00'
L9	S51° 44' 11"E	19.01'
L10	S38° 15' 36"W	34.95'
L11	N87° 43' 24"E	70.59'
L12	N81° 45' 05"E	120.90'
L13	N87° 43' 24"E	87.69'
L14	S47° 16' 36"E	35.36'

LEGAL DESCRIPTION

BEING 30.315 ACRES OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF COMMERCIAL RESERVE "A" OF THE REPLAT OF ENTERPRISE PARK AT TWINWOOD, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2603614 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (W.C.O.P.R.) (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2001 ADJUSTMENT).

TO TWINWOOD TWO INDUSTRIAL OWNER, LLC, PANATTONI DEVELOPMENT COMPANY, METLIFE INVESTMENT MANAGEMENT, LLC, TWINWOOD TWO INDUSTRIAL VENTURE, LLC, TWINWOOD TWO INDUSTRIAL PO, LLC, MCPP TWINWOOD II MEMBER, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 10, 11(A), 11(B), 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN AUGUST OF 2024.

DATE OF PLAT OR MAP: OCTOBER 2, 2024

4/27/26

AARON G. FERGUSON, RPLS
TEXAS RPLS NUMBER 6601

REVISED APRIL 27, 2026

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

NOTES:

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

2. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. FAH240052428, HAVING AN EFFECTIVE DATE OF JULY 25, 2024, AND AN ISSUED DATE OF SEPTEMBER 6, 2024. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

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

ITEM 1:
MAP AND/OR PLAT RECORDED UNDER INSTRUMENT NO. 2308539, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NOS. 1801631, 1906931, 1906985, 1910181 , AND 2204608 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AND IN/UNDER COUNTY CLERK'S FILE NOS. 2019093995, 2019093651 , AND 2019091855, OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

ITEM 10:
d. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME105, PAGE 464 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, PARTIALLY ASSIGNED BY VOLUME 508, PAGE 297; VOLUME 624, PAGE 196 AND VOLUME 674, PAGE 197 AND ASSIGNED TO COPANO NGL SERVICES, L.P. BY VOLUME 698, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (BLANKET BY NATURE)

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

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

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

i. ONE FOOT (1') RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE AND END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR REPLATTED IN A RECORDED PLAT, THE ONE FOOT (1') RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE SHALL REVERT TO DEDICATOR, AS SET FORTH BY PLAT RECORDED IN/UNDER FILE NO. 2008673 AND 2201675 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

j. A BUILDING SET-BACK LINE, AS DISCLOSED BY SAID MAP/PLAT RECORDED IN INSTRUMENT NUMBER 2308539 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS AFFECTS: 25 FEET IN WIDTH ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY SUBDIVISION LINE(S), EXCEPT ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL RESERVE "B". (AS SHOWN HEREON)

k. A PAVING SET-BACK LINE, AS DISCLOSED BY SAID MAP/PLAT RECORDED IN INSTRUMENT NUMBER 2308539 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS, AFFECTS: 10 FEET IN WIDTH ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY SUBDIVISION LINE(S), EXCEPT ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL RESERVE "B". (AS SHOWN HEREON)

l. ALL THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS SAME ARE SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME391, PAGE 5,VOLUME 433, PAGE 606 AND VOLUME 655, PAGE 525, AS AMENDED BY COUNTY CLERK'S FILE NO. 2011380, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NO. 2000040086 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (DRILL SITE AND ACCESS DO NOT AFFECT SUBJECT TRACT, OTHER RIGHTS ARE NOT A SURVEY ITEM)

n. ALL TERMS, CONDITIONS, AND PROVISIONS ON THAT CERTAIN BOUNDARY LINE AGREEMENT, RECORDED IN/UNDER VOLUME 682, PAGE 829 OF THE OFFICIAL PUBLIC RECORDS, WALLER COUNTY, TEXAS, AS SHOWN ON THE RECORDED PLAT AND DEDICATION. (DOES NOT AFFECT)

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

p. ALL TERMS, CONDITIONS, STIPULATIONS, EASEMENTS, CHARGES, LIENS, FEES AND ASSESSMENTS AS SET FORTH IN THE DOCUMENT ENTITLED, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FO FOR TWINWOOD (COMMERCIAL PROPERTY), RECORDED UNDER CLERK'S FILE NO. 1801631 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND CLERK'S FILE NO. 2019091855 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. AS AFFECTED BY INSTRUMENTS RECORDED UNDER WALLER COUNTY CLERK'S FILE NO(S). 1910181 AND 2204608 AND UNDER FORT BEND COUNTY CLERK'S FILE NO(S).2019093651, NOTE FOR INFORMATIONAL PURPOSES: SAID DOCUMENT PROVIDES FOR, AMONG OTHER THINGS, THE FOLLOWING: "ANY LIEN DESCRIBED IN THIS DECLARATION AND THE SUPERIOR TITLE HEREIN RESERVED SHALL BE DEEMED SUBORDINATE TO THE PURCHASE MONEY MORTGAGE LIEN OF A MORTGAGE WHICH MAY HAVE HERETOFORE OR MAY HEREAFTER LEND MONEY IN GOOD FAITH FOR THE PURCHASE OF ANY TRACT WITHIN THE PROPERTY AND/OR ANY RENEWAL, EXTENSION, REARRANGEMENT, OR REFINANCING THEREOF." REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (NOT A SURVEY ITEM)

q. RIGHTS OF PARTIES CONTAINED IN COVENANTS, CONDITIONS AND RESTRICTIONS, SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1178, PAGE 480, IN VOLUME 1278, PAGE 311,VOLUME 1278, PAGE 314, VOLUME 1288, PAGE 33; VOLUME 1290, PAGE 507 AND COUNTY CLERK'S FILE NOS. 1708571,2100596, 2215045, 2215048, AND 2401053, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, TOGETHER WITH TRANSFER FEES SET FORTH THEREIN. THIS INSTRUMENT INCLUDES PROVISIONS PURPORTING TO CREATE A LIEN ON THE LAND PAYABLE UPON EACH TRANSFER OF THE LAND. (NOT A SURVEY ITEM)

r. TELECOMMUNICATION EASEMENT RECORDED APRIL 11, 2022 UNDER CLERK'S FILE NO. 2204609, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AS SHOWN ON THE RECORDED PLAT AND DEDICATION. (AS SHOWN HEREON)

s. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE WALLER COUNTY MUNICIPAL UTILITY DISTRICT #18 AND MAY BE SUBJECT TO STANDBY FEES AND TAX ASSESSMENTS BY SAID DISTRICT.

y. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SURFACE ENTRY WAIVER AGREEMENT, RECORDED IN VOLUME 1347, PAGE 142 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

z. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SURFACE ENTRY WAIVER AGREEMENT, RECORDED IN VOLUME 1347, PAGE 158 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

aa. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WAIVER OF SURFACE RIGHTS AND DESIGNATION OF DRILL SITE AGREEMENT, RECORDED IN VOLUME 1071, PAGE 643, CORRECTED IN VOLUME 1338, PAGE 383, AND AS AMENDED UNDER CLERK'S FILE NO(S) 2001636, 2001637 AND 2001638 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (ACCESS EASEMENT AND DRILL SITE LIE OUTSIDE OF SUBJECT TRACT)

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

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

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

6. THE SURVEYED PROPERTY SHOWN HEREON HAS ACCESS TO ENTERPRISE CENTER BOULEVARD AND DISCOVERY HILLS PARKWAY BUT IS SUBJECT TO THE 1' RESERVE SHOWN HEREON. THESE STREETS WERE DEDICATED TO THE PUBLIC BY PLAT UNDER INSTRUMENT NUMBERS 2201675 AND 2008673, W.C.O.P.R.

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

8. THE SURVEYOR WAS NOT PROVIDED WITH ANY ZONING REPORTS. THERE ARE NO BUILDINGS ON THE SUBJECT TRACT. THERE ARE NO STRIPED PARKING SPACES ON THE SUBJECT TRACT. THE SURVEYOR WAS NOT PROVIDED WITH PLANS OR REPORTS REGARDING UTILITIES.

9. A TEXAS 811 TICKET (TICKET NUMBER 2469173366) WAS PLACED PRIOR TO COMMENCING FIELDWORK. NOTE TO THE CLIENT, INSURER, AND LENDER – WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION S.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

10. THE SURVEYED PROPERTY SHOWN HEREON LIES AT THE INTERSECTION OF ENTERPRISE CENTER BOULEVARD AND DISCOVERY HILLS PARKWAY.

11. UNLESS SHOWN HEREON, THERE ARE NO VISIBLE ENCROACHMENTS.

12. THERE IS NO VISIBLE EVIDENCE THAT THE SURVEYED PROPERTY SHOWN HEREON IS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

13. THE BOUNDARY LINE DIMENSIONS AS SHOWN HEREON FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS OR GORES.

14. EXCEPT AS SHOWN HEREON, ALL VISIBLE UTILITIES SERVING THE SURVEYED PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED EASEMENTS.

15. BASED ON INFORMATION OBTAINED FROM THE FAA NOTICE CRITERIA TOOL, THE SURVEYED PROPERTY SHOWN HEREON (NO STRUCTURES CURRENTLY ON SUBJECT TRACT) DOES NOT EXCEED NOTICE CRITERIA.

16. WHERE APPLICABLE AND BASED ON THE INFORMATION PROVIDED TO THE SURVEYOR, THIS SURVEY INCLUDES THE METLIFE INVESTMENT MANAGEMENT REQUIREMENTS.

17. FLOWLINE SIZES AND DIRECTIONS WERE NOT ABLE TO BE OBTAINED IN SOME MANHOLES DUE TO THE MANNER IN WHICH THE UNDERGROUND BOX WAS CONSTRUCTED.

18. THE SURVEYOR WAS NOT PROVIDED WITH DOCUMENTATION TO SHOW PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY LINES. THERE IS NO EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIR AT THE TIME OF SURVEY.

ALTA/NSPS
LAND TITLE SURVEY
30.315 ACRES
IN THE
NATHAN BROOKSIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

AUGUST 2024 JOB NO. LJAS3054-2402

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

S:\Sections\Survey\Projects\LJAS3054 (Panattoni Development)\2602\Cb CAD\Working Files\Base Files\30.32Ac_ALTA_REV-04-22-2026.dwg
4/27/2026

Docusign Envelope ID: F68E18CB-A5C7-8DB2-8179-71592047F0D9

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

"**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.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by Twinwood Two Industrial Owner, LLC at 2050 Discovery Hills Pkwy, Brookshire, Texas 77423

Description	**Investment**
Building – one (1) 178,740 square foot facility to be used as an industrial warehouse or manufacturing facility	$6,441,623.00
Driveways & Parking	$4,010,200.00
Fencing	
Other Improvements	
Total	$10,451,823.00

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;

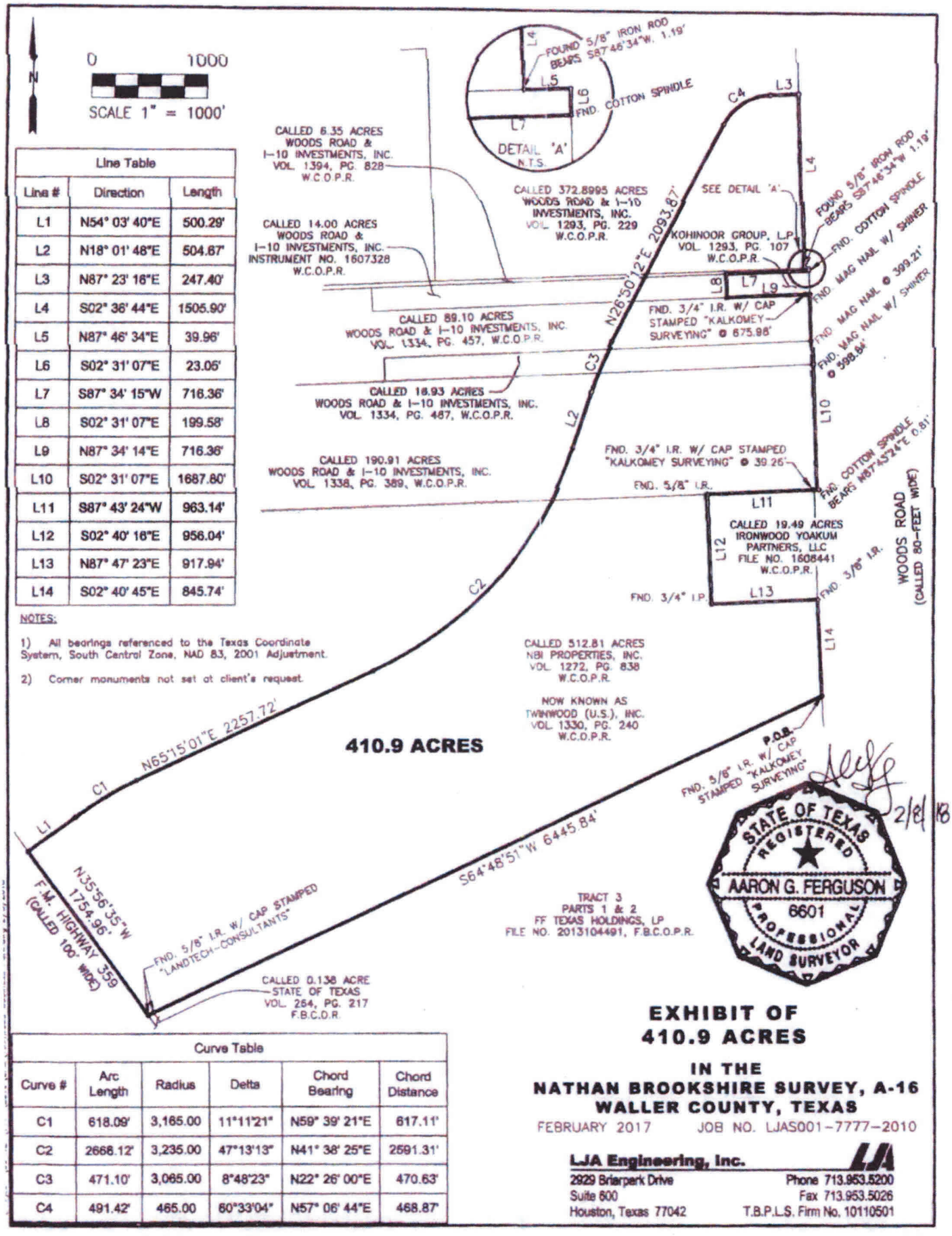
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	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'	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

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND NINETY WEST PARTNERS, LP

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and Ninety West Partners, LP ("Ninety West"), a Texas limited partnership having its principal place of business at 10000 Memorial Dr., Suite 450, Houston, Texas 77024 (each a "Party," and collectively "Parties"). Ninety West is the owner of taxable property located within Waller County, Texas and the City of Brookshire Reinvestment Zone #4, ("Reinvestment Zone"), on September 30, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the City Council of the City of Brookshire ordered the designation of the City of Brookshire Reinvestment Zone as authorized by Texas Tax Code Chapter 312 on May 21, 2026, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.

1.5 "Building" means the approximately 202,000 square foot facility that will be constructed by Ninety West on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by Ninety West in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 13.88-acre parcel of land legally described on Exhibit A. Ninety West is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 202,000 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by Ninety West.

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: Ninety West shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other 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.

3.5 Effect of Appraisal Protest: If Ninety West protests the certified appraised value of the Improvements, and the certified appraised value is reduced as a result of the protest, then the percentage of the abatement granted herein will be adjusted downward by the same percentage rounded to the nearest whole number. For example, if a protest results in the reduction of the property's certified appraised value by 6.6%, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** Ninety West shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: Ninety West shall invest, or cause to be invested, a cumulative amount of at least $10,300,000.00 into the Project by December 31, 2028.

4.2 Real Property Improvements: Ninety West shall construct the Building by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: Ninety West shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: Ninety West shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. Ninety West shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: Ninety West shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: Ninety West shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. Ninety West, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt Ninety West business with such inspections.

4.7 Required Forms: Ninety West acknowledges its responsibility to file Forms 50-116, 50-141, 50-142, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: Ninety West shall, before December 31 of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: Ninety West agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give Ninety West written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) Ninety West shall be permitted to have a

representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to Ninety West or any third party, that Ninety West complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: Ninety West must provide the County thirty (30) days written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless Ninety West provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: Ninety West shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: Ninety West understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by Ninety West if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. Ninety West fails to complete or install the Improvements as identified in Exhibit B;

b. Ninety West fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

c. Ninety West becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. During the Abatement Period, Ninety West operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

e. Ninety West files any petition for bankruptcy;

f. Any breach of the terms or conditions of this Agreement.

Ninety West will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to Ninety West that it is in default.

5.6 Opportunity to Cure: If a default may be cured, Ninety West shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If Ninety West defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: Ninety West shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and Ninety West shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge Ninety West interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If Ninety West or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;

2. The assignee must explicitly accept all or assignor's obligations under this Agreement,

3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County 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.

b. Ninety West may assign this Agreement without prior written consent from the County if such assignment is to any entity that is directly or indirectly controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. Ninety West 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 assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require Ninety West to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: Ninety West shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If Ninety West fails to provide the thirty (30) day written notice, the person or entity receiving the property**

will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing Ninety West the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: Ninety West recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). Ninety West shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. Ninety West recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Ninety West further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, employees, and agents shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Ninety West in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 **INDEMNITY: NINETY WEST 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 WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL NINETY WEST INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.**

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do 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.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. Ninety West shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, Ninety West must make a written request to the County in the manner described by Section 11.19. Ninety West has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that Ninety West is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Ninety West's performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on September 30, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: Ninety West recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. Ninety West agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which Ninety West is in violation of this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: 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:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For Ninety West:

Ninety West Partners, LP
10000 Memorial Drive
Suite 450
Houston, Texas 77024

With a copy to:

Either party may designate a different notice party or address by giving the other party at least ten (10) days prior written notice in the manner prescribed above.

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III — Date
Waller County Judge

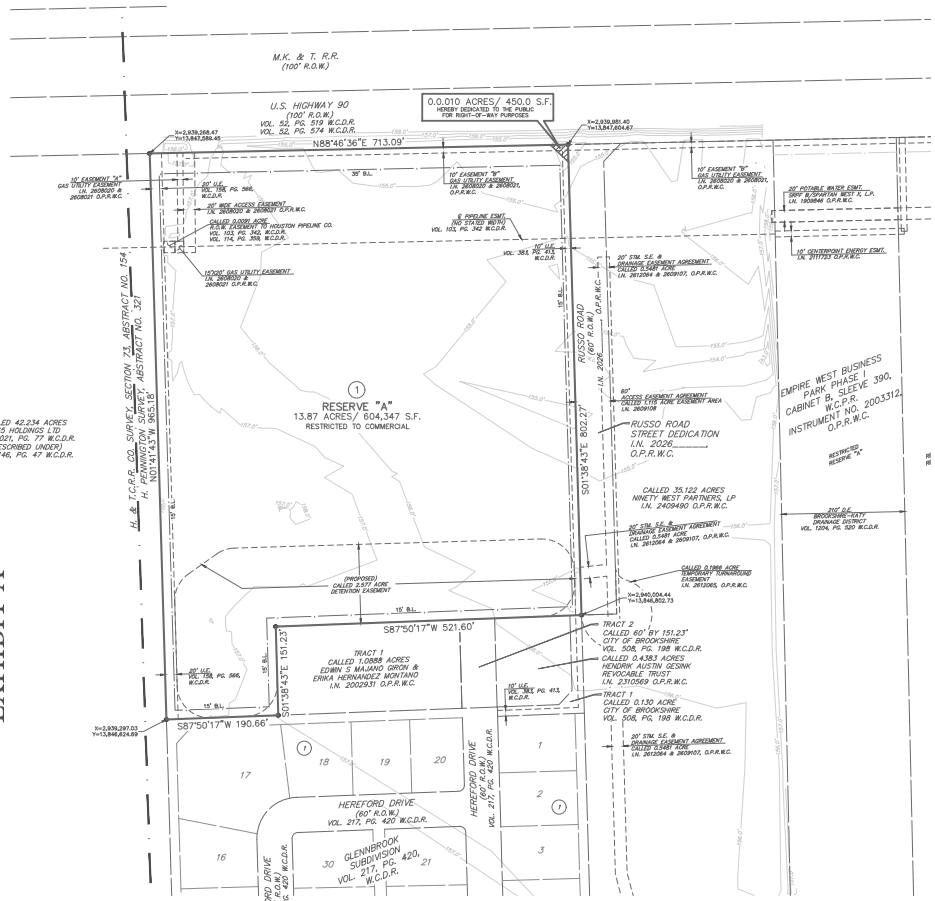
ATTEST:

_____ _____
Debbie Hollan — Date
Waller County Clerk

NINETY WEST PARTNERS, LP
a Texas limited partnership

_____ 9-24-2076
By: Charles J. Giammalva, Jr — Date
Title: Vice President

EXHIBIT A



1. GENERAL NOTES
2. " (1) " indicates Block Number.
3. "A.E." indicates Aerial Easement.
4. "B.L." indicates Building Line.
5. "D.E." indicates Drainage Easement.
6. "U.E." indicates Utility Easement.
7. "F.H.E." indicates Fire Hydrant Easement.
8. "W.L.E." indicates Water Line Easement.
9. "W.M.E." indicates Water Meter Easement.
10. "SAN. S.E." indicates Sanitary Sewer Easement.
11. "STM. S.E." indicates Storm Sewer Easement.
12. "I.N." indicates Instrument Number.
13. "O.P.R.W.C." indicates Official Public Record Waller County.
14. 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.
15. Structures built on lots in the designated floodplain 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) above the 500-year floodplain elevation. 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.
16. The property lies in the Unshaded Zone "X " of the Flood Insurance Rate Map, Community No. 4810970, Map Number 48473C0350E, Panel 350, Suffix "E" dated February 18,2009, for Waller County, Texas and incorporated areas, and revised under LOMR Case No. 23-06-1114P, dated July 25,2024. Unshaded Zone "X", is defended as areas determined to be outside the 0.2% annual chance floodplain.
17. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Surface Coordinates (NAD83) and may be brought to Grid by multiplying by the following combined scale 0. 99992666.
18. There is observable evidence of pipelines within the boundaries of the subject tract, based on the title research provided per City Planning Letter prepared by Abstract Services of Houston, February 17, 2026.
19. 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.
20. New development within the subdivision plat shall obtain a storm waster quality permit before issuance of any development permits.
21. Elevations shown hereon are based on GPS observations taken _____, and processed using data from CORS stations TXCM, TXLI, TXLM, TXLV, TXSO and TXWH.
22. All of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of Brookshire, Texas.
23. This plat is subject to Access Easement Agreement as filed in Instrument Number 2609108 of the Official Public Records of Waller County.

DESCRIPTION OF A 13.88 ACRE TRACT OF LAND SITUATED IN THE H. & T.C.R.R. CO. SURVEY, BLOCK 1, SECTION 73, ABSTRACT NO. 154 WALLER COUNTY, TEXAS

BEING a 13.88 acre (604,797 square foot) tract of land situated in the H. & T.C.R.R. CO. Survey, Section 73, Abstract No. 154 of Waller County, Texas and being all of a called 13.88 acre tract as described in an instrument to Ninety West Partners, LP recorded under Instrument Number (I.N.) 2600711 of the Official Public Records of Waller County (O.P.R.W.C.), said 13.88 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of GLENNBROOK SUBDIVISION as cited herein:

BEGINNING at a point lying on the North line of GLENNBROOK SUBDIVISION, a subdivision per plat recorded under Volume (Vol.) 217, Page (Pg.) 418 of the Waller County Deed Records (W.C.D.R.), same being the Southwest corner of a called 1.0888 acre tract described as Tract 1 in an instrument to Edwin S Majano Giron & Erika Hernandez Montano recorded under I.N. 2002931 of the O.P.R.W.C. and the most Southerly Southeast corner of the herein described tract and said 13.88 acre tract, from which a found 5/8-inch iron rod bears N 88°52' W, 1.16 feet;

THENCE, S 87°50'17" W, a distance of 190.66 feet along and with the North line of said GLENNBROOK SUBDIVISION and the South line of said 13.88 acre tract to Northwest corner of said GLENNBROOK SUBDIVISION, same being the Southwest corner of said 13.88 acre tract and the herein described tract, lying on the East line of a called 42.234 acre tract as described in an instrument to 365 Holdings LTD recorded under Vol. 1021, Pg. 77 of the W.C.D.R. and described under Vol. 146, Pg. 47 of the W.C.D.R., from which a found bent 1-inch iron pipe bears S 52°26' W, 0.52 feet;

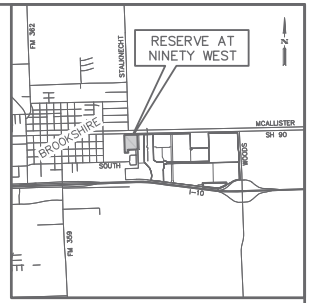
THENCE, N 01°41'43" W, a distance of 965.18 feet along and with the East line of said 42.234 acre tract and the West line of said 13.88 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set on the South right-of-way line of U.S. Highway 90 (100 foot width) as recorded under Vol. 52, Pg. 519 of the W.C.D.R. and Vol. 52, Pg. 574 of the W.C.D.R., same being the Northwest corner of said 13.88 acre tract and the herein described tract;

THENCE, N 88°46'36" E, a distance of 713.09 feet along and with the South right-of-way line of said U.S. Highway 90 and the North line of said 13.88 acre tract to the common North corner of a called 35.122 acre tract as described in an instrument to NINETY WEST PARTNERS, LP recorded under I.N. 2409490 of the O.P.R.W.C. and said 13.88 acre tract, same being the Northeast corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped WEISSER ENG' bears S 79°18' W, 0.62 feet;

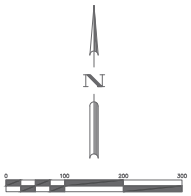
THENCE, S 01°38'43" E, a distance of 802.27 feet along and with the West line of said 35.122 acre tract and the East line of said 13.88 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common East corner of a called 0.130 acre tract described as Tract 1 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R. and said 13.88 acre tract, same being the most Easterly Southeast corner of the herein described tract;

THENCE, S 87°50'17" W, a distance of 521.60 feet along and with the North line of said 0.130 acre tract, a called 0.4383 acre tract as described in an instrument to Hendrik Austin Gesink Revocable Trust recorded under I.N. 2310569 of the O.P.R.W.C., a called 60 foot by 151.23 foot tract described as Tract 2 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R., and said 1.0888 acre tract, same being the South line of said 13.88 acre tract to the Northwest corner of said 1.0888 acre tract and an interior corner of the herein described tract and said 13.88 acre tract, from which a found 5/8-inch iron rod bears S 84°24' W, 1.37 feet;

THENCE, S 01°38'43" E, a distance of 151.23 feet along and with the West line of said 1.0888 acre tract and along an East line of said 13.88 acre tract to the POINT OF BEGINNING and containing 13.88 acres (604,797 square feet) of land



VICINITY MAP
SCALE: N.T.S.
KEY MAP NO. _____



BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2026-108

FINAL PLAT OF

RESERVE AT NINETY WEST

A SUBDIVISION OF 13.88 ACRES OF LAND
LOCATED IN THE
H. & T.C. R.R. CO. SURVEY, BLOCK 1,
SECTION 73, A-154
WALLER COUNTY, TEXAS

LOTS: 0 RESERVES: 1 BLOCKS: 1
SCALE: 1"=100' DATE: SEPTEMBER, 2026

OWNER:
NINETY WEST PARTNERS, LP,
a Texas limited partnership
1000 Memorial Drive, Suite 450
Houston, TX 77025

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

Exhibit A, p. 001

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STATE OF TEXAS
COUNTY OF WALLER

We, NINETY WEST PARTNERS, LP, a Texas limited partnership, acting by and through Charles J. Giammalva, Jr., Vice President, of NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, its General Partner, hereinafter referred to as Owner of the 13.88 acre tract subdivided in this plat of RESERVE AT NINETY WEST, 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 purposes 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 purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'0") for ten feet (10'0") back-to-back ground easements, or eight feet (8'0") for fourteen feet (14'0") back-to-back ground easements or seven feet (7'0") for sixteen feet (16'0") back-to-back ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'0") in width.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above subdivision of RESERVE AT NINETY WEST where building setback lines or public utility easements are to be established outside the boundaries of the forgoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all utility easements shown in said adjacent acreage

FURTHER, All of the property subdivided in the above and forgoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the opinion of Waller County, by Waller County, or any citizen thereof, by injunction as follows.

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, etc., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced and 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 three quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all 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 underground pipelines within the confines of the subdivision 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 public road.

IN TESTIMONY WHEREOF, NINETY WEST PARTNERS, LP, a Texas limited partnership, acting by and through NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, its General Partner, has caused these presents to be signed by Charles J. Giammalva Jr., Vice President, thereunto authorized,

this _____ day of _____, 2026.

NINETY WEST PARTNERS, LP, a Texas limited partnership

By: NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, General Partner

By: _____
Charles J. Giammalva, Jr.
Vice President

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Charles J. Giammalva, Jr., Vice Presidnet of NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, General Partner of NINETY WEST PARTNERS, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

_____
Printed Name

Notary Public in and for the State of Texas

Commission Expires: _____

Certificate of Surveyor

This is to certify that I, Austin Woo, 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.

STATE OF TEXAS
REGISTERED
AUSTIN WOO
6852
PROFESSIONAL
LAND SURVEYOR

_____
Austin Woo, R.P.L.S.
Texas Registration No. 6852

I, _____, Engineer for of City of Brookshire, Certify that this plat of this subdivision complies with all existing rules and regulations of City of Brookshire.

No construction or other development within this subdivision may begin until all City of Brookshire permit requirements have been met.

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF BROOKSHIRE, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF RESERVE AT NINETY WEST. IN TESTIMONY WHEREOF WITNESS THE OFFICIAL SIGNATURE OF THE MAYOR AND CITY SECRETARY OF THE CITY OF KATY, TEXAS, THIS _____ DAY OF _____, 2026.

BY: _____
LaKETHIA CONNOR
CITY SECRETARY

BY: _____
ROBERT RICHARDS
MAYOR

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2026-108

APPROVED BY THE BOARD OF SUPERVISORS ON _____
DATE

_____
PRESIDENT

_____
SECRETARY

_____
DISTRICT ENGINEER

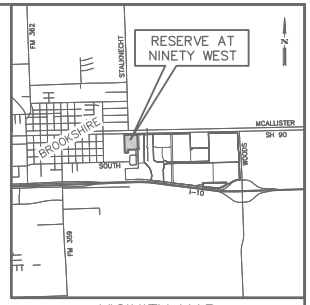
THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES'. THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365)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

I, DEBBIE HOLLAN, COUNTY CLERK OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2026, AT _____ O'CLOCK _____ .M., AT INSTRUMENT NUMBER _____, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

_____
DEBBIE HOLLAN
COUNTY CLERK
OF WALLER COUNTY, TEXAS

BY: _____
DEPUTY



VICINITY MAP
SCALE: N.T.S.
KEY MAP NO. _____

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2026-108

FINAL PLAT OF

RESERVE AT NINETY WEST

A SUBDIVISION OF 13.88 ACRES OF LAND
LOCATED IN THE
H. & T.C. R.R. CO. SURVEY, BLOCK 1,
SECTION 73, A-154
WALLER COUNTY, TEXAS

LOTS: 0 RESERVES: 1 BLOCKS: 1
SCALE: 1"=100' DATE: SEPTEMBER, 2026

OWNER:
NINETY WEST PARTNERS, LP,
a Texas limited partnership
1000 Memorial Drive, Suite 450
Houston, TX 77025

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

Sheet 1 of 2

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Item 33.

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

"**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.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by Ninety West Partners, LP on the Premises:

Description	**Investment**
Building – one (1) 202,284 square foot facility to be used as an industrial warehouse or manufacturing facility	$10,300,000.00
Driveways & Parking	
Fencing	
Other Improvements	
Total	$10,300,000.00

ORDINANCE NO. 26-750-16

AN ORDINANCE OF THE CITY OF BROOKSHIRE, TEXAS DESIGNATING A REINVESTMENT ZONE FOR COMMERICAL-INDUSTRIAL TAX ABATEMENT; ASSIGNING THE NAME "CITY OF BROOKSHIRE REINVESTMENT ZONE #4" TO SAID ZONE; DESCRIBING THE BOUNDARIES THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Brookshire, Texas (the "City"), as authorized by the property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX CODE (the "Act"), wishes to designate a new reinvestment zone in an effort to promote the development or redevelopment of certain contiguous geographic area through the use of tax abatements; and

WHEREAS, the City Council 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 contribute to the economic development of the City; and

WHEREAS, the City Council find that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act; and

WHEREAS, the City held a public hearing on the creation of the City of Brookshire Reinvestment Zone #3 after providing proper notice to the public and other taxing entities; and

WHEREAS, the City adopted Tax Abatement Guidelines through Resolution No. 1498 on the 1st day of May, 2025;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSHIRE, TEXAS, THAT:

SECTION 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and accurate and incorporated into this ordinance for all purposes.

SECTION 2. The City Council hereby designates the 13.88 acre tract of land situated in the H.&T.C.R.R. Co. Survey, Section 73, Abstract No. 154 Waller County, Texas, consisting of Waller CAD IDs 40111 and 152162, further described in the legal description attached hereto as **Exhibit A**,, and made a part hereof for all purposes, as a Reinvestment Zone under the name "City of Brookshire Reinvestment Zone #4".

SECTION 3. The City Council hereby finds that the improvements sought are feasible and practical and are a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, TEX. TAX CODE, as applicable.

SECTION 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Brookshire, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 5. This Ordinance shall take effect immediately upon its approval.

PASSED, APPROVED and **ORDAINED** on this 21st day of May, 2026.

CITY OF BROOKSHIRE, TEXAS

ROBERT RICHARDS, MAYOR

ATTEST:

LaKethia Connor, City Secretary

EXHIBIT A
METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A 13.88 ACRE TRACT OF LAND SITUATED

IN THE H. & T.C.R.R. CO. SURVEY, SECTION 73, ABSTRACT NO. 154

WALLER COUNTY, TEXAS

BEING a 13.88 acre (604,797 square foot) tract of land situated in the H. & T.C.R.R. CO. Survey, Section 73, Abstract No. 154 of Waller County, Texas and being all of a called 7.767 acre tract as described in an instrument to Janki Jeegar, LLC recorded under Instrument Number (I.N.) 1702853 of the Official Public Records of Waller County (O.P.R.W.C.) and all of a called 6.086 acre tract as described in an instrument to Janki Jeegar, LLC recorded under I.N. 1702841 of the O.P.R.W.C., said 13.88 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of GLENNBROOK SUBDIVISION as cited herein:

BEGINNING at a corner lying on the North line of GLENNBROOK SUBDIVISION, a subdivision per plat recorded under Volume (Vol.) 217, Page (Pg.) 420 of the Waller County Deed Records (W.C.D.R.), same being the common South corner of a called 1.0888 acre tract described as Tract 1 in an instrument to Edwin S Majano Giron & Erika Hernandez Montano recorded under I.N. 2002931 of the O.P.R.W.C. and said 7.767 acre tract, same being the most Southerly Southeast corner of the herein described tract, from which a found 5/8-inch iron rod bears N 88°52' W, 1.16 feet;

THENCE, S 87°50'17" W, a distance of 190.66 feet along and with the North line of said GLENNBROOK SUBDIVISION and the South line of said 7.767 acre tract to Northwest corner of said GLENNBROOK SUBDIVISION, same being the Southwest corner of said 7.767 acre tract and the herein described tract, lying on the East line of a called 42.234 acre tract as described in an instrument to 565 Holdings LTD recorded under Vol. 1021, Pg. 77 of the W.C.D.R. the described under Vol. 146, Pg. 47 of the W.C.D.R., from which a found bent 1-inch iron pipe bears S 52°26' W, 0.52 feet;

THENCE, N 01°41'43" W, a distance of 965.18 feet along and with the East line of said 42.234 acre tract and the West line of said 7.767 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set on the South right-of-way line of U.S. Highway 90 (100 foot width) as recorded under Vol. 52, Pg. 519 of the W.C.D.R. and Vol. 52, Pg. 574 of the W.C.D.R., same being the Northwest corner of said 7.767 acre tract and the herein described tract;

THENCE, N 88°46'36" E, a distance of 713.09 feet along and with the South right-of-way line of said U.S. Highway 90 and the North line of said 7.767 acre tract and said 6.086 acre tract to the common North corner of a called 35.122 acre tract as described in an instrument to I-10 Brookshire Partners, LP recorded under I.N. 2409490 of the O.P.R.W.C. and said 6.086 acre tract, same being the Northeast corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped WEISSER ENG" bears S 79°18' W, 0.62 feet;

THENCE, S 01°38'43" E, a distance of 802.27 feet along and with the West line of said 35.122 acre tract and the East line of said 6.086 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common East corner of a called 0.130 acre tract described as Tract 1 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R. and said 6.086 acre tract, same being the most Easterly Southeast corner of the herein described tract;

THENCE, S 87°50'17" W, a distance of 521.60 feet along and with the North line of said 0.130 acre tract, a called 0.4383 acre tract as described in an instrument to Hendrik Austin Gesink Revocable Trust recorded under I.N. 2310569 of the O.P.R.W.C., a called 60 foot by 151.23 foot tract described as Tract 2 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R., and said 1.0888 acre tract, same being the South line of said 6.086 acre tract and the interior line of said 7.767 acre tract to the Northwest corner of said 1.0888 acre tract and an interior corner of the herein described tract, from which a found 5/8-inch iron rod bears S 84°24' W, 1.37 feet;

THENCE, S 01°38'43" E, a distance of 151.23 feet along and with the West line of said 1.0888 acre tract and continuing along an interior line of said 7.767 acre tract to the **POINT OF BEGINNING** and containing 13.88 acres (604,797 square feet) of land.

Order Form

Order ID: Q-11971616

Contact your representative christie.weidemann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000274178
WALLER COUNTY CRIM DISTRICT ATTY
645 12TH ST
HEMPSTEAD TX 77445-4445 US

"Customer"

Shipping Address
Account #: 1000274178
WALLER COUNTY CRIM DISTRICT ATTY
645 12TH ST
HEMPSTEAD TX 77445-4445 US

Billing Address
Account #: 1000274178
WALLER COUNTY CRIM DISTRICT ATTY
645 12TH ST
HEMPSTEAD, TX 77445-4445
US

This Order Form is a legal document between Customer and

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ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$4,694.05	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this order form, and are incorporated into this order form by reference: https://www.tr.com/legal-services-ai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clauses applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal

Additional Features and Functionality: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades") which may be subject to usage limits. For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Upgrades do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Usage Limits: TR may, acting reasonably, at any time during the Term, impose or modify usage limits on any LLM Feature upon 60 days' prior written notice to Customer. “LLM Feature” means any functionality of the Service that uses a large language model (LLM) whether the LLM is the whole or part of the Service.

If TR imposes or modifies a usage limit under this clause, Customer may, within 30 days of TR's notice of the limit, provide written notice to TR requesting good faith negotiations. The parties shall explore commercially reasonable alternatives, which may include adjustments to usage limits or pricing.

Acknowledgement: Order ID: Q-11971616

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 9/30/2026.

Attachment Order ID: Q-11971616

Contact your representative christie.weidemann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000274178
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: MATA, CYNTHIA
Email: c.mata@wallercounty.us

eBilling Contact
Contact Name CYNTHIA MATA
Email **c.mata@wallercounty.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000274178	WALLER COUNTY CRIM DISTRICT ATTY	645 12TH ST HEMPSTEAD TX 77445-4445 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
15	Attorneys	43482985	CoCounsel Legal, National Primary, Enterprise Access, Government
15	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
15	Attorneys	42566958	OCONNORS FOR GOVERNMENT ON WESTLAW
1	Seats	42584750	PEOPLEMAP PREMIER AND COMPANY INVESTIGATOR FOR GOVERNMENT ON WESTLAW

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CYNTHIA	MATA	c.mata@wallercounty.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41933477	Westlaw Litigation Collection, Enterprise access, Government
42566959	OCONNORS FOR GOVERNMENT ON WESTLAW
42584751	PEOPLEMAP PREMIER AND COMPANY INVESTIGATOR FOR GOVERNMENT ON WESTLAW
42958183	Practical Law for Government with Dynamic Toolset
43102994	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$4,694.05	10.00 %	$5163.45	10.00 %	$5679.80	N/A	N/A	N/A	N/A	Monthly

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

Waller County Tabulation
Bid 26-013
Reconstruction of Double Culvert Road and Cedar Creek Road

Recommendation: Texas Materials Group, Inc. $8,699,471.20

Company	Bid Price
Texas Materials Group, Inc.	$8,699,471.20
Durwood Greene Construction Co.	$9,057,774.75
Larry Young Paving, Inc.	$9,083,245.50
Hayden Paving, Inc.	$9,424,719.81
Forde Construction Company, Inc.	$9,443,914.35

BID 26-013
DOUBLE CULVERT ROAD SEGMENTS 1 & 2
BID FORM

Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity		Texas Material Group, Inc. Unit Price	Texas Material Group, Inc. Total Price	Durwood Greene Construction Co. Unit Price	Durwood Greene Construction Co. Total Price	Larry Young Paving, Inc. Unit Price	Larry Young Paving, Inc. Total Price	Hayden Paving, Inc. Unit Price	Hayden Paving, Inc. Total Price	Forde Construction Conpany, Inc. Unit Price	Forde Construction Conpany, Inc. Total Price	Engineer's Estimate		Percent Difference of Lowest
A	**SITE PREPARATION & WORK ZONE ITEMS**																	
1	PREPARING RIGHT-OF-WAY	HC 100.01	STA	220	x	$ 2,630.00	$ 578,600.00	$ 1,500.00	$ 330,000.00	$ 4,000.00	$ 880,000.00	$ 1,050.00	$ 231,000.00	$ 2,800.00	$ 616,000.00	$ 2,000.00	$ 440,000.00	32%
2	PROJECT SIGN	DWG	EA	3	x	$ 1,320.00	$ 3,960.00	$ 1,700.00	$ 5,100.00	$ 1,600.00	$ 4,800.00	$ 2,000.00	$ 6,000.00	$ 1,400.00	$ 4,200.00	$ 1,000.00	$ 3,000.00	32%
				Subtotal A			**$ 582,560.00**		**$ 335,100.00**		**$ 884,800.00**		**$ 237,000.00**		**$ 620,200.00**		**$ 443,000.00**	32%
B	**REMOVAL ITEMS**																	
3	REMOVING CONCRETE (CONCRETE RIPRAP)	HC 104.03	SY	84	x	$ 20.00	$ 1,680.00	$ 25.00	$ 2,100.00	$ 16.00	$ 1,344.00	$ 40.00	$ 3,360.00	$ 118.00	$ 9,912.00	$ 30.00	$ 2,520.00	-33%
4	REMOVING BASE AND ASPHALT PAVEMENT (ALL DEPTHS)	HC 105.01	SY	46,083	x	$ 13.00	$ 599,079.00	$ 10.00	$ 460,830.00	$ 5.00	$ 230,415.00	$ 12.50	$ 576,037.50	$ 11.00	$ 506,913.00	$ 15.00	$ 691,245.00	-13%
5	SALVAGING, HAULING AND STOCKPINGIN RECLAIMABLE ASPHALT PAVEMENT (2" to 4")	HC 106.02	SY	4,543	x	$ 4.00	$ 18,172.00	$ 10.00	$ 45,430.00	$ 3.00	$ 13,629.00	$ 8.00	$ 36,344.00	$ 3.50	$ 15,900.50	$ 15.00	$ 68,145.00	-73%
6	REMOVING STRUCTURES (RCP or METAL PIPE)	HC 108.17	LF	796	x	$ 30.00	$ 23,880.00	$ 30.00	$ 23,880.00	$ 24.00	$ 19,104.00	$ 21.00	$ 16,716.00	$ 24.00	$ 19,104.00	$ 20.00	$ 15,920.00	50%
7	TRAFFIC SIGNS, ROADSIDE SIGNS, AND MAILBOXES (REMOVE AND REPLACE MAILBOX)	HC 502.02	EA	31	x	$ 778.00	$ 24,118.00	$ 850.00	$ 26,350.00	$ 950.00	$ 29,450.00	$ 920.00	$ 28,520.00	$ 800.00	$ 24,800.00	$ 380.00	$ 11,780.00	105%
8	TRAFFIC SIGNS, ROADSIDE SIGNS, AND MAILBOXES (REMOVE SIGN AND DISPOSAL)	HC 502.04	EA	40	x	$ 104.00	$ 4,160.00	$ 125.00	$ 5,000.00	$ 130.00	$ 5,200.00	$ 120.00	$ 4,800.00	$ 150.00	$ 6,000.00	$ 120.00	$ 4,800.00	-13%
				Subtotal B			**$ 671,089.00**		**$ 563,590.00**		**$ 299,142.00**		**$ 665,777.50**		**$ 582,629.50**		**$ 794,410.00**	-16%
C	**ROADWAY ITEMS**																	
9	EXCAVATION	HC 110.01	CY	27,215	x	$ 28.00	$ 762,020.00	$ 14.00	$ 381,010.00	$ 12.00	$ 326,580.00	$ 17.00	$ 462,655.00	$ 28.00	$ 762,020.00	$ 17.00	$ 462,655.00	65%
10	LIME TREATMENT (8")	HC 260.07	SY	62,795	x	$ 5.25	$ 329,673.75	$ 6.00	$ 376,770.00	$ 5.50	$ 345,372.50	$ 7.00	$ 439,565.00	$ 7.00	$ 439,565.00	$ 8.00	$ 502,360.00	-34%
11	HYDRATED LIME (SLURRY)	HC 260.02	TON	966	x	$ 360.00	$ 347,760.00	$ 250.00	$ 241,500.00	$ 400.00	$ 386,400.00	$ 340.00	$ 328,440.00	$ 345.00	$ 333,270.00	$ 250.00	$ 241,500.00	44%
12	DENSE-GRADED HOT-MIX ASPHALT BASE COURSE (TY-B)(PG64-22)	HC 292.01	TON	27,163	x	$ 107.00	$ 2,906,441.00	$ 134.00	$ 3,639,842.00	$ 130.00	$ 3,531,190.00	$ 136.00	$ 3,694,168.00	$ 129.00	$ 3,504,027.00	$ 83.75	$ 2,274,901.25	28%
13	TACK COAT (CSS-1H)	HC 312.01	GAL	6,336	x	$ 4.50	$ 28,512.00	$ 3.75	$ 23,760.00	$ 3.75	$ 23,760.00	$ 2.50	$ 15,840.00	$ 4.00	$ 25,344.00	$ 4.00	$ 25,344.00	13%
14	PRIME COAT	HC 314.05	GAL	12,561	x	$ 5.10	$ 64,061.10	$ 3.00	$ 37,683.00	$ 6.00	$ 75,366.00	$ 9.00	$ 113,049.00	$ 4.00	$ 50,244.00	$ 5.00	$ 62,805.00	2%
15	DENSE-GRADED HOT-MIX ASPHALT BASE COURSE (TY D)(SAC-B)(PG64-22)	HC 341.04	TON	10,381	x	$ 121.00	$ 1,256,101.00	$ 152.00	$ 1,577,912.00	$ 140.00	$ 1,453,340.00	$ 141.00	$ 1,463,721.00	$ 141.00	$ 1,463,721.00	$ 123.00	$ 1,276,863.00	-2%
16	METAL BEAM GUARD FENCE WITH MOW STRIP (12 GAUGE)	540.20	LF	1,278	x	$ 82.00	$ 104,796.00	$ 80.00	$ 102,240.00	$ 67.00	$ 85,626.00	$ 30.00	$ 38,340.00	$ 32.00	$ 40,896.00	$ 65.00	$ 83,070.00	26%
17	METAL BEAM GUARD FENCE (LONG SPAN SYSTEM)	TxDOT 540-7027	EA	4	x	$ 7,770.00	$ 31,080.00	$ 2,000.00	$ 8,000.00	$ 2,100.00	$ 8,400.00	$ 1,720.00	$ 6,880.00	$ 1,300.00	$ 5,200.00	$ 850.00	$ 3,400.00	814%
18	METAL BEAM GUARD FENCE (TERMINAL ANCHOR SECTIONS)(TIMBER POST)(12 GAUGE) (FURNISH AND INSTALL)	HC 540.24	EA	12		$ 2,075.00	$ 24,900.00	$ 6,200.00	$ 74,400.00	$ 2,100.00	$ 25,200.00	$ 4,400.00	$ 52,800.00	$ 3,700.00	$ 44,400.00	$ 2,000.00	$ 24,000.00	4%
				Subtotal C			**$ 5,855,344.85**		**$ 6,463,117.00**		**$ 6,261,234.50**		**$ 6,615,458.00**		**$ 6,668,687.00**		**$ 4,956,898.25**	18%
D	**DRAINAGE ITEMS**																	
19	CUT AND RESTORE ASPHALT PAVING	TxDOT 400-7009	SY	59	x	$ 321.00	$ 18,939.00	$ 300.00	$ 17,700.00	$ 50.00	$ 2,950.00	$ 130.00	$ 7,670.00	$ 350.00	$ 20,650.00	$ 150.00	$ 8,850.00	114%
20	TRENCH EXCAVATION PROTECTION (5' TO 10')	HC 402.01	LF	361	x	$ 7.00	$ 2,527.00	$ 15.00	$ 5,415.00	$ 3.25	$ 1,173.25	$ 33.00	$ 11,913.00	$ 1.00	$ 361.00	$ 5.00	$ 1,805.00	40%
21	RIPRAP (5")	HC 432.03	SY	989	x	$ 88.00	$ 87,032.00	$ 170.00	$ 168,130.00	$ 100.00	$ 98,900.00	$ 125.00	$ 123,625.00	$ 102.00	$ 100,878.00	$ 250.00	$ 247,250.00	-65%
22	REINFORCED CONCRETE BOX CULVERT (PRECAST)(3 FT X 2 FT)	HC 462.01	LF	48	x	$ 438.00	$ 21,024.00	$ 620.00	$ 29,760.00	$ 400.00	$ 19,200.00	$ 783.00	$ 37,584.00	$ 515.00	$ 24,720.00	$ 182.00	$ 8,736.00	141%
23	REINFORCED CONCRTE PIPE (CIRCULAR)(24 IN)(CL III)	HC 464.01	LF	1,061	x	$ 102.00	$ 108,222.00	$ 130.00	$ 137,930.00	$ 110.00	$ 116,710.00	$ 176.00	$ 186,736.00	$ 132.00	$ 140,052.00	$ 130.00	$ 137,930.00	-22%
24	REINFORCED CONCRETE PIPE (CIRCULAR)(30 IN)(CL III)	HC 464.03	LF	64	x	$ 162.00	$ 10,368.00	$ 320.00	$ 20,480.00	$ 150.00	$ 9,600.00	$ 330.00	$ 21,120.00	$ 189.00	$ 12,096.00	$ 140.00	$ 8,960.00	16%
25	SET (TYPE II)(24 IN RCP)(6:1)(PD-SPR)	HC 467.55	EA	40		$ 3,021.00	$ 120,840.00	$ 2,700.00	$ 108,000.00	$ 1,900.00	$ 76,000.00	$ 3,220.00	$ 128,800.00	$ 2,300.00	$ 92,000.00	$ 1,050.00	$ 42,000.00	188%
26	HEADWALL (CH-PW-0)(DIA=30 IN)	TxDOT 466-7103	EA	2	x	$ 12,570.00	$ 25,140.00	$ 9,140.00	$ 18,280.00	$ 14,000.00	$ 28,000.00	$ 14,295.00	$ 28,590.00	$ 10,000.00	$ 20,000.00	$ 9,000.00	$ 18,000.00	40%
27	WINGWALL (CH-PW-S)(DIA=24 IN)	TxDOT 466-7116	EA	4	x	$ 12,777.00	$ 51,108.00	$ 7,000.00	$ 28,000.00	$ 12,000.00	$ 48,000.00	$ 14,372.00	$ 57,488.00	$ 5,300.00	$ 21,200.00	$ 8,000.00	$ 32,000.00	60%
28	WINGWALL (PW-1)(HW=4 FT)	TxDOT 466-7174	EA	2	x	$ 10,717.00	$ 21,434.00	$ 17,000.00	$ 34,000.00	$ 14,000.00	$ 28,000.00	$ 16,829.00	$ 33,658.00	$ 14,000.00	$ 28,000.00	$ 15,000.00	$ 30,000.00	-29%
				Subtotal D			**$ 466,634.00**		**$ 567,695.00**		**$ 428,533.25**		**$ 637,184.00**		**$ 459,957.00**		**$ 535,531.00**	-13%
E	**SIGNING AND PAVEMENT MARKINGS**												$ -		$ -			
29	SIGNS	HC 636.01	EA	88	x	$ 492.00	$ 43,296.00	$ 700.00	$ 61,600.00	$ 600.00	$ 52,800.00	$ 540.00	$ 47,520.00	$ 515.00	$ 45,320.00	$ 750.00	$ 66,000.00	-34%
30	DELINEATOR AND OBJECT MARKER ASSEMBLIES (INSTL DEL ASSM (D-SW)SZ 1(WFLX)GF2(BI))	TxDOT 658-7002	EA	30		$ 88.00	$ 2,640.00	$ 100.00	$ 3,000.00	$ 110.00	$ 3,300.00	$ 97.00	$ 2,910.00	$ 30.00	$ 900.00	$ 40.00	$ 1,200.00	120%
31	DELINEATOR AND OBJECT MARKER ASSEMBLIES (INSTL OM ASSM (OM-2Y)WC(GNDLL)	TxDOT 658-7056	EA	20		$ 285.00	$ 5,700.00	$ 300.00	$ 6,000.00	$ 350.00	$ 7,000.00	$ 315.00	$ 6,300.00	$ 300.00	$ 6,000.00	$ 54.00	$ 1,080.00	428%
32	REFLECTORIZED PAVEMENT MARKINGS (TYPE I)(THERMOPLASTIC)(90 MIL) 4", WHITE/SOLID	HC 666.04	LF	43,793		$ 0.60	$ 26,275.80	$ 0.70	$ 30,655.10	$ 0.75	$ 32,844.75	$ 0.66	$ 28,903.38	$ 0.65	$ 28,465.45	$ 1.50	$ 65,689.50	-60%
33	REFLECTORIZED PAVEMENT MARKINGS (TYPE I)(THERMOPLASTIC)(90 MIL) 24", WHITE/SOLID	HC 666.07	LF	103		$ 8.29	$ 853.87	$ 15.00	$ 1,545.00	$ 10.00	$ 1,030.00	$ 9.10	$ 937.30	$ 9.00	$ 927.00	$ 6.03	$ 621.09	37%
34	REFLECTORIZED PAVEMENT MARKINGS (TYPE I)(THERMOPLASTIC)(90 MIL) 4", YELLOW/SOLID	HC 666.09	LF	24,840	x	$ 0.60	$ 14,904.00	$ 0.70	$ 17,388.00	$ 0.75	$ 18,630.00	$ 0.68	$ 16,891.20	$ 0.65	$ 16,146.00	$ 1.50	$ 37,260.00	-60%
35	REFLECTORIZED PAVEMENT MARKINGS (TYPE I)(THERMOPLASTIC)(90 MIL) 4", YELLOW/DASHED	HC 666.16	LF	4,470	x	$ 0.63	$ 2,816.10	$ 0.70	$ 3,129.00	$ 0.75	$ 3,352.50	$ 0.70	$ 3,129.00	$ 0.70	$ 3,129.00	$ 1.53	$ 6,839.10	-59%
36	PREFABRICATED PAVEMENT MARKINGS (RR XING)	HC 668.06	EA	2	x	$ 710.00	$ 1,420.00	$ 900.00	$ 1,800.00	$ 870.00	$ 1,740.00	$ 780.00	$ 1,560.00	$ 742.00	$ 1,484.00	$ 800.00	$ 1,600.00	-11%
				Subtotal E	x		**$ 97,905.77**		**$ 125,117.10**		**$ 120,697.25**		**$ 108,150.88**		**$ 102,371.45**		**$ 180,289.69**	-46%
F	**TRAFFIC CONTROL ITEMS**				x													
37	Wk Zn PAV MRK SHT TERM (TAB)(TY Y-2)	TxDOT 662-7114	EA	1,004	x	$ 1.04	$ 1,044.16	$ 4.00	$ 4,016.00	$ 0.75	$ 753.00	$ 0.52	$ 522.08	$ 3.00	$ 3,012.00	$ 3.00	$ 3,012.00	-65%
38	TEMPORARY TRAFFIC CONTROL	HC 694.01	MO	20	x	$ 1.00	$ 20.00	$ 750.00	$ 15,000.00	$ 12,000.00	$ 240,000.00	$ 7,000.00	$ 140,000.00	$ 1,000.00	$ 20,000.00	$ 8,000.00	$ 160,000.00	-100%
39	CONSTRUCTING DETOURS (TEMPORARY PAVEMENT WIDENING)(2" HOT MIX ASPHALT & 6" STABILIZED BASE)(COMPLETE IN PLACE)	HC 697	SY	7,185	x	$ 73.00	$ 524,505.00	$ 65.00	$ 467,025.00	$ 46.00	$ 330,510.00	$ 70.00	$ 502,950.00	$ 65.00	$ 467,025.00	$ 100.00	$ 718,500.00	-27%
40	CONSTRUCTING DETOURS (CONCRETE PIPE)	HC 697.03	LF	1	x	$ 2,215.00	$ 2,215.00	$ 1,700.00	$ 1,700.00	$ 100.00	$ 100.00	$ 1,100.00	$ 1,100.00	$ 500.00	$ 500.00	$ 25,000.00	$ 25,000.00	-91%
				Subtotal F			**$ 527,784.16**		**$ 487,741.00**		**$ 571,363.00**		**$ 644,572.08**		**$ 490,537.00**		**$ 906,512.00**	-42%
G	**SWPPP ITEMS**				x													
41	SEEDING FOR EROSION CONTROL (BROADCAST SEEDING)	HC 164.02	SY	38,724	x	$0.33	$ 12,778.92	$0.35	$ 13,553.40	$0.50	$ 19,362.00	$0.40	$ 15,489.60	$0.80	$ 30,979.20	$ 5.00	$ 193,620.00	-93%
42	ROCK FILTER DAM (TYPE 1)(INSTALLATION 60%, REMOVAL 40%)	HC 591.01	LF	40		$54.00	$ 2,160.00	$90.00	$ 3,600.00	$110.00	$ 4,400.00	$137.00	$ 5,480.00	$55.00	$ 2,200.00	$ 80.00	$ 3,200.00	-33%
43	CONSTRUCTINON EXITS (INSTALLATION 60%, REMOVAL 40%)	HC 591.06	SY	224		$46.00	$ 10,304.00	$25.00	$ 5,600.00	$65.00	$ 14,560.00	$47.00	$ 10,528.00	$28.00	$ 6,272.00	$ 50.00	$ 11,200.00	-8%
44	TEMPORARY SEDIMENT CONTROL FENCE (INSTALLATION 60%, REMOVAL 40%)	HC 591.08	LF	3,723	x	$4.50	$ 16,753.50	$3.75	$ 13,961.25	$4.50	$ 16,753.50	$3.25	$ 12,099.75	$4.40	$ 16,381.20	$ 8.00	$ 29,784.00	-44%
45	CONCRETE TRUCK WASHOUT (INSTALLATION 60%, REMOVAL 40%)	HC 591.10	EA	2	x	$1,555.00	$ 3,110.00	$1,600.00	$ 3,200.00	$1,200.00	$ 2,400.00	$4,750.00	$ 9,500.00	$350.00	$ 700.00	$ 1,500.00	$ 3,000.00	4%
46	SWPPP MONITORING AND DOCUMENTATION	HC 591.11	MO	12	x	$215.00	$ 2,580.00	$1,500.00	$ 18,000.00	$750.00	$ 9,000.00	$640.00	$ 7,680.00	$1,000.00	$ 12,000.00	$ 3,000.00	$ 36,000.00	-93%
				Subtotal G			**$ 47,686.42**		**$ 57,914.65**		**$ 66,475.50**		**$ 60,777.35**		**$ 68,532.40**		**$ 276,804.00**	-83%
H	**EXTRA WORK ITEMS**																	
47	PROJECT SITE DOCUMENTATION	HC 561.01	LS	1	x	$ 467.00	$ 467.00	$ 7,500.00	$ 7,500.00	$ 1,000.00	$ 1,000.00	$ 5,800.00	$ 5,800.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	-77%
48	CONTINGENCY		LS	1	x	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	$ 450,000.00	0%
				Subtotal H			**$ 450,467.00**		**$ 457,500.00**		**$ 451,000.00**		**$ 455,800.00**		**$ 451,000.00**		**$ 452,000.00**	0%
				GRAND TOTAL (Items A-H)			**$ 8,699,471.20**		**$ 9,057,774.75**		**$ 9,083,245.50**		**$ 9,424,719.81**		**$ 9,443,914.35**		**$ 8,545,444.94**	2%

BID 26-013
DOUBLE CULVERT ROAD SEGMENTS 1 & 2
AND CEDAR CREEK ROAD
BID FORM

WALLER COUNTY ROAD BOND

THE STATE OF TEXAS WALLER COUNTY

Item No.	Spec No.*	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
A.		**SITE PREPARATION & WORK ZONE ITEMS**				
1	100.01	Preparing Right-Of-Way	STA	220	$ 2,630.00	$ 578,600.00
2	DWG	Waller County Project Sign	EA	3	$ 1,320.00	$ 3,960.00
					Subtotal of A. SITE PREPARATION & WORK ZONE ITEMS	$ 582,560.00
B.		**REMOVAL ITEMS**				
3	104.03	Removing Concrete (Concrete Riprap)	SY	84	$ 20.00	$ 1,680.00
4	105.01	Removing Base and Asphalt Pavement (All Depths)	SY	46,083	$ 13.00	$ 599,079.00
5	106.02	Salvaging, Hauling and Stockpiling Reclaimable Asphalt Pavement (2" to 4" Depth)	SY	4,543	$ 4.00	$ 18,172.00
6	108.17	Removing Structures (Reinforced Concrete Pipe or Metal Pipe)	LF	796	$ 30.00	$ 23,880.00
7	502.02	Traffic Signs, Roadside Signs, and Mailboxes (Remove and Relocate Mail Box)	EA	31	$ 778.00	$ 24,118.00
8	502.04	Traffic Signs, Roadside Signs, and Mailboxes (Remove Sign and Disposal)	EA	40	$ 104.00	$ 4,160.00
					Subtotal of B. REMOVAL ITEMS	$ 671,089.00
C.		**ROADWAY ITEMS**				
9	110.01	Excavation	CY	27,215	$ 28.00	$ 762,020.00
10	260.07	Lime Treatment (8" Depth)	SY	62,795	$ 5.25	$ 329,673.75
11	260.02	Hydrated Lime (Slurry)	TON	966	$ 360.00	$ 347,760.00
12	292.01	Dense-Graded Hot-Mix Asphalt Base Course (TY-B PG64-22)	TON	27,163	$ 107.00	$ 2,906,441.00
13	312.01	HMAC Tack Coat (CSS-1H)	GAL	6,336	$ 4.50	$ 28,512.00
14	314.05	Emulsified Asphalt Prime Coat (Earthwork Seal)	GAL	12,561	$ 5.10	$ 64,061.10
15	341.04	Dense-Graded Hot-Mix Asphalt Base Course (Ty D SAC-B PG64-22)	TON	10,381	$ 121.00	$ 1,256,101.00
16	540.20	Metal Beam Guard Fence With Mow Strip (12 Gauge)	LF	1,278	$ 82.00	$ 104,796.00
17	TxDOT 540-7027	Metal Beam Guard Fence (Long Span System)	EA	4	$ 7,770.00	$ 31,080.00
18	540.24	Terminal Anchor Section (Timber Post)(12 Gauge) (Furnish and Install)	EA	12	$ 2,075.00	$ 24,900.00
					Subtotal of C. ROADWAY ITEMS	$ 5,855,344.85
D.		**DRAINAGE ITEMS**				
19	TxDOT 400-7009	Cut & Restore Asph Paving	SY	59	$ 321.00	$ 18,939.00
20	402.01	Trench Excavation Protection (5' to 10' Depth)	LF	361	$ 7.00	$ 2,527.00
21	432.03	Riprap (Concrete, 5" Thick)	SY	989	$ 88.00	$ 87,032.00
22	462.01	Reinforced Concrete Box Culvert (Precast)(3 FT X 2 FT)	LF	48	$ 438.00	$ 21,024.00
23	464.01	Reinforced Concrete Pipe (Circular)(24 IN)(CL III)	LF	1,061	$ 102.00	$ 108,222.00
24	464.03	Reinforced Concrete Pipe (Circular)(30 IN)(CL III)	LF	64	$ 162.00	$ 10,368.00
25	467.55	SET (Type II)(24 IN RCP)(6:1)(PD-SPR)	EA	40	$ 3,021.00	$ 120,840.00
26	TxDOT 466-7103	Headwall (CH-PW-0)(DIA=30 IN)	EA	2	$ 12,570.00	$ 25,140.00
27	TxDOT 466-7116	Headwall (CH-PW-S)(DIA=24 IN)	EA	4	$ 12,777.00	$ 51,108.00
28	TxDOT 466-7174	Wingwall (PW-1)(HW=4 FT)	EA	2	$ 10,717.00	$ 21,434.00
					Subtotal of D. DRAINAGE ITEMS	$ 466,634.00

Item No.	Spec No.*	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
E.		SIGNING AND PAVEMENT MARKING ITEMS				
29	636.01	Signs	EA	88	$ 492.00	$ 43,296.00
30	TxDOT 658-7002	Delineator and Object Marker Assemblies (INSTL DEL ASSM (D-SW)SZ 1(WFLX)GF2(BI))	EA	30	$ 88.00	$ 2,640.00
31	TxDOT 658-7056	Delineator & Object Marker Assemblies (INSTL OM ASSM (OM-2Y)WC(GNDLL)	EA	20	$ 285.00	$ 5,700.00
32	666.04	Retroreflectorized Pavement Markings (Type I) 4 IN, White, Solid, Thermoplastic)(90 MIL)	LF	43,793	$ 0.60	$ 26,275.80
33	666.07	Retroreflectorized Pavement Markings (Type I) 24 IN, White, Solid, Thermoplastic)(90 MIL)	LF	103	$ 8.29	$ 853.87
34	666.09	Retroreflectorized Pavement Markings (Type I) 4 IN, Yellow, Solid, Thermoplastic)(90 MIL)	LF	24,840	$ 0.60	$ 14,904.00
35	666.16	Retroreflectorized Pavement Markings (Type I) 4 IN, Yellow, Dashed, Thermoplastic)(90 MIL)	LF	4,470	$ 0.63	$ 2,816.10
36	668.06	Prefabricated Pavement Markings (RR XING)	EA	2	$ 710.00	$ 1,420.00
		Subtotal of E. SIGNING AND PAVEMENT MARKING ITEMS				$ 97,905.77
F.		TRAFFIC CONTROL ITEMS				
37	TxDOT 662-7114	Wk Zn Pav Mrk Sht Term (Tab) TY Y-2	EA	1,004	$ 1.04	$ 1,044.16
38	694.01	Temporary Traffic Control	MO	20	$ 1.00	$ 20.00
39	697	Constructing Detours (Temp Pavement Widening)(2" Hot Mix Asphalt & 6" Stabilized Base), Complete in Place, in accordance with plans and specifications	SY	7,185	$ 73.00	$ 524,505.00
40	697.03	Constructing Detours (Concrete Pipe)	LF	1	$ 2,215.00	$ 2,215.00
		Subtotal of F. TRAFFIC CONTROL ITEMS				$ 527,784.16
G.		SWPPP ITEMS				
41	164.02	Seeding for Erosion Control (Broadcast Seeding)	SY	38,724	$0.33	$ 12,778.92
42	591.01	Rock Filter Dam (Type 1)(Installation 60%, Removal 40%)	LF	40	$54.00	$ 2,160.00
43	591.06	Construction Exits (Installation 60%, Removal 40%)	SY	224	$46.00	$ 10,304.00
44	591.08	Temporary Sediment Control Fence (Installation 60%, Removal 40%)	LF	3,723	$4.50	$ 16,753.50
45	591.10	Concrete Truck Washout (Installation 60%, Removal 40%)	EA	2	$1,555.00	$ 3,110.00
46	591.11	SWPPP Monitoring and Documentation	MO	12	$215.00	$ 2,580.00
		Subtotal of G. SWPPP ITEMS				$ 47,686.42
H.		EXTRA WORK ITEMS				
47	561.01	Project Site Documentation	LS	1	$ 467.00	$ 467.00
48		CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES	LS	1	$ 450,000.00	$ 450,000.00
		Subtotal of H. EXTRA WORK ITEMS				$ 450,467.00
	* 2023 Harris County specification unless noted otherwise					
		GRAND TOTAL ITEMS (A-H)				$ 8,699,471.20

Waller County, Texas
Invitation for Bid

Reconstruction of Double Culvert Road Segments 1&2 and Cedar Creek Road
for Waller County Engineering
BID 26-013

SUBMIT BIDS TO:

Waller County
County Judge's Office
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, August 27, 2026
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-013
Double Culvert and Cedar Creek Roads

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE COUNTY JUDGE'S OFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than August 19, 2026, at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: All Bidders must submit, WITH BID, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Waller County, or a Bid Bond in the same amount issued by a surety, acceptable to Waller County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. The cashier's check or certified check submitted by an unsuccessful Bidder will be returned only after a written request to do so has been received by the Procurement Director.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under Scope.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of

business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 Pre-Bid Conference: A pre-bid conference will be conducted on **Thursday, August 13, 2026 at 10:00 AM** (CST). The pre-bid conference will be held at the Waller County Judge's Office located in the County Courthouse at 836 Austin Street, Suite 4300, Hempstead, Texas 77445. All bidders are encouraged to attend.

SECTION 3. SCOPE

3.1 Scope: It is the intent of Waller County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor, and supervision necessary to complete the reconstruction of Double Culvert Roads Segments 1 & 2 and Cedar Creek Road.

3.1.1 Double Culver Road Segment 1

The scope of work includes the reconstruction and widening of Double Culvert Road from FM 1748 to the railroad crossing for a total length of approximately two (2) miles in Waller County.

Proposed scope improvements include, but not limited to, reconstructing the existing asphalt roadway and widening from approximately 20 feet to 26 feet to provide a two-lane roadway with 11-foot travel lanes and 2-foot shoulders. It is proposed to maintain the existing roadway classification as a local road and the design speed in accordance with County guidelines.

Proposed typical sections include a 26' wide roadway with 11' travel lanes and 2' shoulders.

The scope of work includes regrading of existing roadside ditches and driveway reconstruction throughout the corridor.

Traffic control, pavement markings and striping, erosion control measures, and storm water pollution prevention are also included as part of the scope of this project.

All appurtenant and incidental items necessary to complete the project in accordance with the plans, specifications, and County standards are also included.

3.1.2 Double Culvert Road Segment 2 and Cedar Creek Road

The scope of work includes the reconstruction of an asphalt roadway along Double Culvert Road and Cedar Creek Road in Waller County. The limits of the Double Culvert Road Segment 2 begin approximately 200' north of the Union Pacific Railroad crossing and end at Cedar Creek Road, approximately 1.27 miles in length. Cedar Creek Road limits begin at Double Culvert Road and end at SH6, a length of 0.91 miles.

Proposed scope improvements include, but not limited to, reconstructing the existing two-lane roadway with open ditch drainage within the existing right-of-way (ROW) which varies from 34' to 60' on Double Culvert Road and varies from 54' to 70' on Cedar Creek Road. At several locations along the east side of Double Culvert Road, fence lines are set back from the prescribed ROW line. Ditch and driveway work is proposed within the limits of the fenced area. It is proposed to reconstruct with 3-inch asphalt pavement, 8-inch black base course, 8-inch lime stabilized subgrade with black base shoulders in accordance with Waller County guidelines. The roadway classification is local road and is being designed for 35mph.

Proposed typical sections include a 24' wide roadway for the section of Double Culvert Road south of Donahoe Creek and a 22' wide roadway north of Donahoe Creek. Cedar Creek Road width will be 26'. For both roadways, travel lanes will be 11'. Shoulders will be constructed of black base. The existing bridge on Double Culvert Road over Donahoe Creek will remain, with no work planned for the bridge. Proposed work on the approaches to the bridge include milling and replacing 3" of asphalt.

The scope of work also includes evaluation of exiting drainage conditions and maintaining or improving storm water conveyance. The open ditch is to be maintained, and regrading of exiting ditches are proposed for both roadways. Double Culvert Road shares a common drainage ditch with Union Pacific Railroad for the greater part of the length of the roadway, and no work will be performed within railroad ROW.

Traffic control, permanent signing and striping, and storm water pollution prevention are also included as part of the scope for this project. The ornamental mailbox located at 40681 Cedar Creek Road (belonging to Charles Williams) will be relocated by others and not included in the proposed work. All other mailboxes will be relocated as part of the project.

SECTION 4. ESTIMATED BUDGET AND PROJECT COMPLETION DATE

4.1 Estimated Budget: $9.4 million

4.2 Estimated Completion Date: Three hundred thirty (330) calendar days, beginning on the issuance date of the Notice to Proceed.

SECTION 5. ENCLOSURE

5.1 Enclosure #1: Specifications and Plans

SECTION 6. PRICING

6.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in

Section 1.4 and 1.5.

SECTION 7. PERFORMANCE AND PAYMENT BONDS

7.1 Bonds Required: The Bidder must provide to the County a payment bond and performance bond, each in the amount of 100% of the total Contract Price. Bonds must be submitted to the Procurement Director within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a solvent surety company duly authorized to do business and licensed in the State of Texas to issue surety bonds with a Best Rating of A/VII or better. Waller County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Waller County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Waller County.

An attorney-in-fact or agent who signs a bid bond, performance bond, or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney or authority to act.

SECTION 8. REQUIRED FORMS

8.1 Required Forms: All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-013.

c. Description is the title of the solicitation: Double Culvert Roads Segments 1&2 and Cedar Creek Road.

SECTION 9. AWARD

9.1 Award: The contract will be awarded to the overall lowest responsible bidder.

Waller County Bid 26-013

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Texas Materials Group, Inc.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 58-1401466

Principal Place of Business Address: 23990 State Hwy 6, Navasota, Texas 77868

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

23990 State Hwy 6, Navasota, Texas 77868

List any other names the Company uses, or is known by (dba, aka, etc.):

dba Texas Materials, dba Few Ready Mix, dba Builders Supply, dba Louisiana Materials

Texas Materials Group, Inc.
Company Name

August 27, 2026
Date

Signature of Authorized Company Official

Kyle Lewis
Printed Name

klewis@texasmaterials.com
Email address

Waller County Bid 26-013

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Texas Materials Group, Inc.
Company Name

August 27, 2026
Date

Signature of Authorized Company Official

Kyle Lewis
Printed Name

Waller County Bid 26-013

Contract Sheet

Contract Sheet
Bid 26-013

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 30 day of September, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Texas Materials Group, Inc., of the City of _____, County of _____, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Reconstruction of Double Culvert Road and Cedar Creek Road for Waller County**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word, and the County agrees to pay the Contractor the total amount of:

$ 8,699,471.20	
(Figures)	(Words)

The Contractor hereby agrees to commence work on the date specified in the written Notice to Proceed to be issued by the County, and to finally complete construction of the improvements, as required by the Contract Documents within _____ calendar days. Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

Waller County Bid 26-013

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this _____ day of _____ 20_____.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

Date

By: Signature of Contractor

August 27, 2026
Date

Kyle Lewis, GM Construction
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

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.

Texas Materials Group, Inc.
Company Name

August 27, 2026
Date

Signature of Authorized Company Official

Kyle Lewis
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

Kyle Lewis
Printed Name

Signature of Authorized Company Official

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, 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 with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

August 27, 2026
Date

Signature of Authorized Company Official

Kyle Lewis
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

August 27, 2026
Date

Signature of Authorized Company Official

Kyle Lewis
Printed Name

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Texas Materials Group, Inc.

2 Business name/disregarded entity name, if different from above.

dba Texas Materials, dba Few Ready Mix, dba Builders Supply, dba Louisiana Materials

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

11714 Wilson Parke Ave, Ste 155

6 City, state, and ZIP code

Austin, TX 78726

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	1	4	0	1	4	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Scott Frazier Date January 12, 2026

Vendor Billing Address: TXR-AP@na.crh.com / 11714 Wilson Parke Ave, Ste 155, Austin, TX 78726
Customer Remittance Address: TMGremit@texasmaterials.com / PO Box 845198, Dallas, TX 75284 (Online Portal: mytexasmaterialsgroup.myamatportal.com)

We rebranded from APAC-Texas, Inc. in 2016, and from Oldcastle Materials Texas, Inc. in 2018. Then in 2023, we consolidated all dba names to Texas Materials, and are no longer operating under Gulf Coast, TexasBit, Texas Concrete, East Texas Asphalt, and Moore Brothers Construction.

Other acquired business names included in our current business entity:
Mathews Brothers Construction, Trotti & Thomson, Texas Bitulithic Co, Wheeler Coatings Asphalt, Armor Asphalt, Ironhorse Asphalt, Lindsey Contractors, JLB Contracting, Angel Brothers Construction, Century Asphalt, Century Terminals, LD Construction, East Texas Asphalt, Moore Brothers Construction, Aggregate Rail Cars, West Louisiana Aggregates, Coastal Ready-Mix, Gary Whitman Materials, Lone Star Concrete, Few Ready Mix Concrete Co., Montana Nelson (MN) Ready Mix, Builders Supply Company, Rock Solid Materials LLC, and Attoyac Rock LLC.

Should we be listed under any of the business names noted above please update to reflect this W-9.

For more information on our company please visit: https://texasmaterials.com/our-story/

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-LIB-26-298

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Texas Materials Group, Inc.
23990 State Hwy 6 S.
Navasota, TX 77868

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: Massachusetts

OWNER:
(Name, legal status and address)
Waller County, County Judge's Office
836 Austin Street, Suite 4300
Hempstead, TX 77445

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Reconstruction of Double Culvert Rd. Segments 1&2 and Cedar Creek Rd. Bid 26-013

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of August , 2026

	Texas Materials Group, Inc.
(Witness)	*(Principal)* *(Seal)*
Reagan McQuade	GM Construction
(Witness) Reagan McQuade, Surety Witness	*(Title)* Kyle Lewis
	Liberty Mutual Insurance Company
	(Surety) *(Seal)* Ariana Corasaniti
	(Title) Ariana Corasaniti, Attorney-in-Fact

Liberty Mutual SURETY

POWER OF ATTORNEY

Certificate No: 820

Item 35.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ariana Corasaniti

all of the city of Syracuse, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, loan or bail bond. Not valid for currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Texas Materials Group, Inc.
23990 State Hwy 6
Navasota, Texas 77868
P 936.825.0118

A CRH COMPANY

QUALIFICATION STATEMENT

SUBMITTED TO:

Waller County

ADDRESS:

836 Austin Street, Hempstead, TX 77445

PROJECT NAME:

Waller County - Reconstruction of Double Culvert &
Cedar Creek Rd 26-013

COMPANY NAME:

Texas Materials Group, Inc.
23990 State Hwy 6 South
Navasota, Texas 77868

DATE OF INCORPORATION:

1978, Delaware (44 years)

OFFICERS OF THE COMPANY:

Aaron Price, President
Kristin Davis, Secretary/Treasurer
Kal A. Kincaid, Vice President/Assistant Secretary
David Young, Vice President/Assistant Secretary
John Shogren, Vice President/Assistant Secretary
Nicholas Schack, Vice President/Assistant Secretary
Mike Brown, Vice President/Assistant Secretary
Derek Angel, Vice President/Assistant Secretary
David M. Toolan, Admin. Vice President/Assistant Secretary
Robert Banks, Assistant Secretary
Kyle Lewis, Assistant Secretary

WRITTEN SAFETY PROGRAM:

Texas Materials Group, Inc. has a fully developed safety program currently enforced on a company-wide basis. Upon request Texas Materials Group, Inc. will provide this document, held from the submittal due to its size.

SIZE OF CONTRACTS DESIRED:

Our organization is currently structured to perform work in the $500,000 - $50,000,000 range, although larger or smaller projects can be performed in order to meet a client's needs.

SCOPE OF INTERESTS:

State, County, Municipal, Schools, Industrial, Commercial and Private Developments Civil Construction Projects.

SIMILAR PROJECTS:

1. Brazos County Old Reliance Road Reconstruction - $4.5 million – Storm & Structures, Excavation & Embankment, Cement Stabilization, HMA.
   Owner: Brazos County, TX
   Engineer: Fred Paine 979-822-2127

2. Brazos County Rock Prairie Road Rehab $1.5 million – Storm & Structures, Signalization, Excavation and Embankment, HMA
   Owner: City of College Station, TX
   Engineer: Casey Rhodes 979-764-3510

3. Austin County Old Hwy 36 Rehab $1.6 Million – Pulverize & Stabilize Roadway, and Asphalt Surface.
   Owner: TxDOT
   Engineer: Ryan Simper, P.E. 979-532-3143

4. Washington County FM 389 $4.3 million – Storm and Structures, Widen and Graded Roadway, HMA Base and Surface.
   Owner: TxDOT
   Engineer: Chad Bohne, P.E. 979-778-2165

5. Montgomery FM 1488 $3.3 million – Base Repairs, Guardrail Updates, HMA Level-Up and Surface

KEY PROJECT PERSONNEL:

Area Manager: Kyle Lewis; Graduated Texas A&M University 1999

Project Experience: Managed a variety of projects in the Bryan/College Station area over the past 20 years with values up to $30 million.

Project Involvement: Oversight of project manager and project superintendent; time dedication will be 25%.

Project Manager: Mike Lackey; Graduated Texas A&M University 2006

Project Experience: Managed a variety of projects in the Bryan/College Station area as well as East Texas, over the past 20 years with values up to $30 million.

Project Involvement: Coordinate with onsite owner representative/crews/subcontractors; daily time dedication will be 100%.

Project Superintendent: David Bonds

Project Experience: Managed crews and subcontractors on projects ranging up to $30 million in the Brazos Valley Region. Has accumulated 20 years of experience with Highway and Civil Construction.

Project Involvement: Manage Texas Materials Group, Inc. foremen and coordinate subcontractors; daily time dedication will be 100%.

SCOPE OF SERVICES PERFORMED BY OUR FORCES:

Clearing and grubbing	Earthwork
Soil stabilization and base materials	Pavement milling and recycling
Asphalt paving	Concrete paving
Storm drainage	Water lines
Sanitary sewer lines	Bridges/Structures

SCOPE OF SERVICES SUBCONTRACTED:

Fencing	Structural concrete
Electrical	Paint striping & traffic control devices
Traffic signalization	Boring & tunneling

CURRENT LABOR FORCE:

Supervisory personnel:	65. +/-
Office personnel:	55. +/-
Field personnel:	775. +/-

WORK IN PROGRESS:

See attached Exhibit "A"

COMPLETED PROJECTS:

See attached Exhibit "B"

PERSONNEL LIST:

See attached Exhibit "C"

OWNED EQUIPMENT:

See attached Exhibit "D"

CERTIFICATE OF INSURANCE:

To be provided before commencement of work.

CLAIMS AND SUITS:

Has your organization ever failed to complete any work awarded to it?
Texas Materials Group, Inc. dba Gulf Coast, a CRH Company has never failed to complete any work awarded.

Are there any judgments, claims, arbitration proceedings or suits or outstanding against your organization or its officers?

None.

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

None.

BONDING INFORMATION:

Surety: Liberty Mutual Insurance Company

Agent: Tina Davis, 610-832-8240
Marsh USA, Inc.
15 W. South Temple, Ste. 700
Salt Lake City, UT 84101

Current bonding capacity: $500,000,000 aggregate; $50,000,000 single contract

INSURANCE:

See the attached sample certificate of insurance labeled Exhibit "D"

Experience Modifier Rates three (3) year history:

9/1/2025 – 9/1/2026: 0.55
9/1/2024 – 9/1/2025: 0.55
9/1/2023 – 9/1/2024: 0.62
9/1/2022 – 9/1/2023: 0.57

Agent: Valerie Reese, 513-867-3822
Liberty Mutual Insurance Co
National Insurance East
2000 Westwood Dr
Wausau, WI 54401

BANK REFERENCE:

Jonathan Ross, Director
Bank of America
600 Peachtree Street NE
Atlanta, GA 30308
415-343-9310

FINANCIAL STATEMENT:

Will be provided upon request.

Printed Name: Kyle Lewis

Signature: _____

Title: Area Manager

Liberty Mutual. INSURANCE

Tracey Davila
Account Specialist
Construction
Tracey.Davila@LibertyMutual.com

Liberty Mutual Insurance
3011 Sutton Gate Drive
Suwannee, GA 30024
Office: 470-539-5836

October 16, 2025

To Whom It May Concern,

RE: CRH Americas, Inc. and CRH Americas Materials, Inc., and affiliated companies
Affiliated Company(ies): Texas Materials Group, Inc.

Experience Modification Rates (EMR)

Outlined below please find the current EMR and previous three years of EMRs for the CRH Americas, Inc. and CRH Americas Materials, Inc., and its affiliated companies.

DATES	EMRs
09/01/2025-09/01/2026	0.55
09/01/2024-09/01/2025	0.55
09/01/2023-09/01/2024	0.62
09/01/2022-09/01/2023	0.57

If you need anything else, please feel free to contact me.

Tracey Davila

Texas Materials Group, Inc.
3003 Kilgore Parkway
Baytown, Texas 77523
P 281-421-5721
F 281-421-5796

TEXAS MATERIALS
A CRH COMPANY

EXHIBIT A
WORK IN PROGRESS

Project:	**Milam County GLO**
Owner:	Milam County
Contact:	Zachary Votaw , P.E., 832 374 5212
Contract Amount:	$ 3,227,421.00
% Complete:	75%

Project:	**Austin SH 36 (Bellville) - TxDOT**
Owner:	Austin County
Contact:	Ryan Simper , P.E., 979 532 3143
Contract Amount:	$ 6,157,668.01
% Complete:	25%

Project:	**Austin SH 36 (Sealy) - TxDOT**
Owner:	Austin County
Contact:	Ryan Simper , P.E., 979 532 3143
Contract Amount:	$ 4,364,003.24
% Complete:	95%

Project:	**City of Bedias GLO Improvements**
Owner:	City of Bedias
Contact:	Brian Dobiyanski , P.E., 979-307-6148
Contract Amount:	$3,153,801.10
% Complete:	98%

Project:	**Austin CR**
Owner:	TxDOT
Contact:	Ryan Simper, P.E., 979-532-3143
Contract Amount:	$4,031,920.50
% Complete:	99%

Project:	**Burleson FM 975**
Owner:	TxDOT
Contact:	James Kreamer, P.E., 979-836-9359
Contract Amount:	$5,263,760.10
% Complete:	99%

Project:	**Houston County – Ashphalt 2021 (21/0248)**
Owner:	Harris County, TX
Contact:	Jennifer Almonte, P.E., 202-805-0216
Contract Amount:	$6,670,373.13
% Complete:	95%

Project:	**Harris County – Cullen Blvd U of H (19101MF19201)**
Owner:	Harris County, TX
Contact:	Eloy Ortega PM, 713-274-3614
Contract Amount:	$12,610,480.35
% Complete:	90%

Project:	**Libert County – FM 146**
Owner:	Liberty County, TX
Contact:	Roberto Rodriguez, P.E., 936-336-2244
Contract Amount:	$6,227,671.95
% Complete:	95%

Texas Materials Group, Inc.
3003 Kilgore Parkway
Baytown, Texas 77523
P 281-421-5721
F 281-421-5796

TEXAS MATERIALS
A CRH COMPANY

EXHIBIT B
COMPLETED PROJECTS

Project:	**Brazos FM 159**
Owner:	TxDOT
Contact:	James Robbins, P.E., 979-778-6233
Contract Amount:	$184,180.00 (Bridge Rail Subcontract with Glenn Fuquay, Inc.
% Complete:	May 2025

Project:	**Milam US 190**
Owner:	TxDOT
Contact:	James Kreamer, P.E., 979-836-9359
Contract Amount:	$3,193,316.70
% Complete:	October 2025

Project:	**Burleson CR**
Owner:	TxDOT
Contact:	James Kreamer, P.E., 979-836-9359
Contract Amount:	$1,827,278.80
% Complete:	May 2025

Project:	**Brazos FM 60**
Owner:	TxDOT
Contact:	James Kreamer, P.E., 979-836-9359
Contract Amount:	$1,014,086.70
% Complete:	March 2025

Project:	**Walker IH 45**
Owner:	TxDOT
Contact:	Jace Lee, P.E., 979-836-9359
Contract Amount:	$3,254,250.00
% Complete:	March 2025

Project:	**Brazos FM 2818**
Owner:	TxDOT
Contact:	James Robbins, P.E., 979-778-6233
Contract Amount:	$1,902,556.39
% Complete:	January 2025

Project:	**Washington PR 12**
Owner:	TxDOT
Contact:	James Kreamer, P.E., 979-836-9359
Contract Amount:	$899,167.10
% Complete:	December 2024

Project:	**Grimes SH 105**
Owner:	TxDOT
Contact:	James Robbins, P.E., 979-778-6233
Contract Amount:	$2,060,026.16
% Complete:	August 2024

Project:	**Washington SH 105**
Owner:	TxDOT
Contact:	James Kreamer, P.E., 979-836-9359
Contract Amount:	$4,395,394.43
% Complete:	July 2024

Project:	**Brazos County – Old Reliance Rd Phase 1**
Owner:	Brazos County
Contact:	Fred Paine, P.E., 979-822-2127
Contract Amount:	$4,610,393.00
% Complete:	April 2024

Project:	**City of College Station – Egremont Court**
Owner:	City of College Station
Contact:	Melissa Thomas, P.E., 979-764-6324
Contract Amount:	$287,807.00
% Complete:	September 2023

Project:	**City of Bastrop, Old Austin Hwy**
Owner:	City of Bastrop
Contact:	Alan Munger, P.E., 979-599-9870
Contract Amount:	$1,490,107.00
% Complete:	August 2023

Project:	**Austin County – FM 109 (CSJ 0716-01-047)**
Owner:	TxDOT
Contact:	Ryan Simper, P.E., 979-532-3141
Contract Amount:	$10,008,192.85
% Complete:	100% - Awaiting TxDOT Final

Project:	**Fayette County – BS 71-E (CSJ 0265-14-008)**
Owner:	TxDOT
Contact:	Clayton Harris, P.E., 361-293-4387
Contract Amount:	$13,726,568.07
% Complete:	October 2023

Project:	**Easterwood Airport – Taxiway A (212-1876-004)**

Waller County Bid Tabulation
Bid 26-016
Term Contract for Mowing Services

Term: Through March 31, 2027
Recommendation: Wayne Yancey, Inc. - Primary; Yellowstone Landscape - Secondary

		Wayne Yancey, Inc.	Yellowstone Landscape - Central, Inc.
	# of tractors contractor proposes to utilize on job	4 to 13	6 to 8
	Est. value of current mowing equip. inventory	$1.5M	$5MM+
	Estimated Mileage		
Precinct 1 - Mowing Waller County Right-of-Way	115	$199.00	$325.00
Precinct 2 - Mowing Waller County Right-of-Way	160	$199.00	$325.00
Precinct 3 - Mowing Waller County Right-of-Way	155	$199.00	$325.00
Precinct 4 - Mowing Waller County Right-of-Way	130	$199.00	$325.00

Waller County, Texas
Invitation for Bid

Term Contract for Mowing Services
BID 26-016

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, September 10, 2026
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-016
Mowing Services

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Waller County Bid 26-016

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than September 2, 2026 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign contracts for Waller County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with one (1) or more contractor(s) to provide all materials, labor and equipment for mowing services, located throughout Waller County, which meet or exceed the specifications contained herein.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **through March 31, 2027** renewable annually for four (4) years (through March 31, 2031) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office with completed bid packet, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Pricing Form
b. Bidder's Business Information Sheet
c. Contract Special Terms & Conditions
d. Contract Sheet
e. W-9 Form
f. Texas Ethics Commission Form 1295:
    i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.
    ii. On-line instructions:
        a. Name of governmental entity is to read: Waller County, Texas.
        b. Identification number used by the governmental entity is: B26-016.
        c. Description is the title of the solicitation: Mowing Services.
g. References, as stated in section 1.7.

SECTION 8. AWARD

8.1 The contract is intended to be awarded to one (1) primary, one (1) secondary and one (1) tertiary contractor to the lowest and best bid meeting specifications to provide County-wide mowing services. On a case-by-case basis, should the primary contractor be unable to perform the work required in a timely manner, the secondary/tertiary contractor will be contacted to accomplish the work.

Waller County Bid 26-016

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Bid form

c. Contract General Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

Davis-Bacon prevailing wage requirements are not applicable to this contract. This contract is funded solely with County funds and is not federally funded or federally assisted.

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

Not applicable for this solicitation

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along County right-of-way, as required by the County Road Superintendent.

6.2 Waller County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). However, Waller County reserves the right to deduct $125.00 per traffic device from Contractor's invoice.

6.3 Contractor is responsible for mowing right-of-ways from right-of-way to right-of-way line, (assume fence line) except slopes that are unsafe for conventional mowers will be mowed by Waller County utilizing slope mowers.

6.4 Proper equipment must be utilized for its designed use.
- a. Slope mowers are not included in this contract.
- b. 15' mowers are to be used on wide areas and slight sloped ditches.
- c. Smaller (5' to7') mowers are to be used to trim other areas as directed by the Road Superintendent.
- d. Contractor must trim around sign posts, pipe ends and bridges. (minimum of two (2) weed eater operators required).
- e. Grass should not be cut higher than 3" to 4".

6.5 The contractor may choose the work hours but they should be coordinated in advance with the Road Superintendent.

6.6 The unit of measurement for mowing shall be per mile of right of way and shall consist of one complete mowing of the required area.

6.7 Contractor shall submit invoices for the actual mowing accomplished to the Waller County Road and Bridge Department. Mowing will be paid for at the unit bid price, per mile and shall be full compensation for furnishing all labor, materials, supervision equipment and supplies required to complete all items of work specified herein.

6.8 The mowing period shall begin as soon as this contract is awarded. The successful contractor shall be notified fourteen (14) days in advance of proposed mowing start date. The contractor shall complete all mowing within three (3) weeks of the start date unless weather or notification by the Road Superintendent has prevented this from being accomplished. The contractor shall notify the Road Superintendent for an inspection of the finished mowing site a minimum of once-each 48 hours to update completion status. Road Superintendent will inspect and approve completed work within the next 48 hours.

6.9 The Road Superintendent will retain the ability to re-direct mowing locations, time frame and mileage.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

Not applicable for this project.

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.

8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

- a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable to the County. Each Application for Payment must be filled out and signed by

the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance of the Contract Price. The Contractor may make application for final payment following

the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Contract Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Contract shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Contract will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Contract without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided services on the Project will be covered by

workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT**

BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved,

or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum contracts between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this

Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Contract, and Contractor's sole and exclusive remedy shall be to terminate this Contract. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Contract. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract 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 Contract 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 Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this contract is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision 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 contract shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete contract of the Parties hereto, superseding all oral or written previous and contemporary contracts between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment contract not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing contracts. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify

Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 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 contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

To Contractor:

As indicated on
Bidder's Business
Information Sheet

END

Waller County Bid 26-016

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company: Yellowstone Landscape - Central, Inc.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 80-0144209

Principal Place of Business Address: 10892 Shadow Wood, Houston, TX 77043

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Attn: Chris Cathey

10892 Shadow Wood, Houston, TX 77043

List any other names the Company uses, or is known by (dba, aka, etc.):

Yellowstone Landscape - Central, Inc.
Company Name

09/09/2026
Date

Signature of Authorized Company Official

Chris Cathey
Printed Name

ccathey@yellowstonelandscape.com
Email address

Waller County Bid 26-016

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Yellowstone Landscape - Central, Inc.
Company Name

09/09/2026
Date

Signature of Authorized Company Official

Chris Cathey
Printed Name

Contract Sheet
Bid 26-016

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 30 day of September, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Yellowstone Landscape, of the City of _____, County of _____, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Mowing Services**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this _____day of _____20_____.

Waller County, Texas

_____
County Judge, Carbett "Trey" Duhon, III

_____
Date

_____
By: Signature of Contractor

09/09/2026
Date

Chris Cathey - Sr. Business Dev. Mgr.
Printed Name and Title of Signatory

ATTEST

_____
Debbie Hollan, County Clerk

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Yellowstone Landscape - Central, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

10892 Shadow Wood

6 City, state, and ZIP code

Houston, TX 77043

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	0	–	0	1	4	4	2	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 09/09/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

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.

Yellowstone Landscape - Central, Inc.
Company Name

09/09/2026
Date

Signature of Authorized Company Official

Chris Cathey
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Yellowstone Landscape - Central, Inc.
Company Name

Signature of Authorized Company Official

Chris Cathey
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, 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 with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Yellowstone Landscape - Central, Inc.
Company Name

09/09/2026
Date

Signature of Authorized Company Official

Chris Cathey
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Yellowstone Landscape - Central, Inc.	09/09/2026
Company Name	Date
	Chris Cathey
Signature of Authorized Company Official	Printed Name

Waller County Pricing Form

Bid 26-016

Term Contract for Mowing Services

Term: through March 31, 2027

VENDOR NAME: Yellowstone Landscape - Central, Inc.

Number of tractors contractor proposes to use on job (Minimum of 6 tractors)? 6 to 8

Estimated value of current mowing equipment inventory: $5.MM+

Estimated mileage provided is per cycle mileage. There is no guarantee on estimates.

VENDOR NAME:	Yellowstone Landscape - Central, Inc.	
Price Per Mile with a Minimum of Three Cuts Per Year	**Estimate Mileage**	**Price Per Mile**
Precinct 1 -Mowing Waller County Right of Way	115	$ 325.00
Precinct 2 -Mowing Waller County Right of Way	160	$ 325.00
Precinct 3 -Mowing Waller County Right of Way	155	$ 325.00
Precinct 4 -Mowing Waller County Right of Way	130	$ 325.00

Waller County, Texas
Invitation for Bid

Term Contract for Mowing Services
BID 26-016

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, September 10, 2026
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-016
Mowing Services

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than September 2, 2026 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign contracts for Waller County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with one (1) or more contractor(s) to provide all materials, labor and equipment for mowing services, located throughout Waller County, which meet or exceed the specifications contained herein.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **through March 31, 2027** renewable annually for four (4) years (through March 31, 2031) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office with completed bid packet, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Pricing Form
b. Bidder's Business Information Sheet
c. Contract Special Terms & Conditions
d. Contract Sheet
e. W-9 Form
f. Texas Ethics Commission Form 1295:
    i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.
    ii. On-line instructions:
        a. Name of governmental entity is to read: Waller County, Texas.
        b. Identification number used by the governmental entity is: B26-016.
        c. Description is the title of the solicitation: Mowing Services.
g. References, as stated in section 1.7.

SECTION 8. AWARD

8.1 The contract is intended to be awarded to one (1) primary, one (1) secondary and one (1) tertiary contractor to the lowest and best bid meeting specifications to provide County-wide mowing services. On a case-by-case basis, should the primary contractor be unable to perform the work required in a timely manner, the secondary/tertiary contractor will be contacted to accomplish the work.

Waller County Bid 26-016

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Bid form

c. Contract General Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

Davis-Bacon prevailing wage requirements are not applicable to this contract. This contract is funded solely with County funds and is not federally funded or federally assisted.

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

Not applicable for this solicitation

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 Contractor shall furnish all labor, equipment, fuel, and supervision to mow or shred plant growth along County right-of-way, as required by the County Road Superintendent.

6.2 Waller County will replace any and all traffic control devices damaged during mowing (i.e. stop signs, bridge markers). However, Waller County reserves the right to deduct $125.00 per traffic device from Contractor's invoice.

6.3 Contractor is responsible for mowing right-of-ways from right-of-way to right-of-way line, (assume fence line) except slopes that are unsafe for conventional mowers will be mowed by Waller County utilizing slope mowers.

6.4 Proper equipment must be utilized for its designed use.

a. Slope mowers are not included in this contract.
b. 15' mowers are to be used on wide areas and slight sloped ditches.
c. Smaller (5' to7') mowers are to be used to trim other areas as directed by the Road Superintendent.
d. Contractor must trim around sign posts, pipe ends and bridges. (minimum of two (2) weed eater operators required).
e. Grass should not be cut higher than 3" to 4".

6.5 The contractor may choose the work hours but they should be coordinated in advance with the Road Superintendent.

6.6 The unit of measurement for mowing shall be per mile of right of way and shall consist of one complete mowing of the required area.

6.7 Contractor shall submit invoices for the actual mowing accomplished to the Waller County Road and Bridge Department. Mowing will be paid for at the unit bid price, per mile and shall be full compensation for furnishing all labor, materials, supervision equipment and supplies required to complete all items of work specified herein.

6.8 The mowing period shall begin as soon as this contract is awarded. The successful contractor shall be notified fourteen (14) days in advance of proposed mowing start date. The contractor shall complete all mowing within three (3) weeks of the start date unless weather or notification by the Road Superintendent has prevented this from being accomplished. The contractor shall notify the Road Superintendent for an inspection of the finished mowing site a minimum of once-each 48 hours to update completion status. Road Superintendent will inspect and approve completed work within the next 48 hours.

6.9 The Road Superintendent will retain the ability to re-direct mowing locations, time frame and mileage.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

Not applicable for this project.

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.

8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable to the County. Each Application for Payment must be filled out and signed by

the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance of the Contract Price. The Contractor may make application for final payment following

the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Contract Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Contract shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Contract will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Contract without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided services on the Project will be covered by

workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT**

BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved,

or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum contracts between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this

Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Contract, and Contractor's sole and exclusive remedy shall be to terminate this Contract. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Contract. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract 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 Contract 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 Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this contract is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision 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 contract shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete contract of the Parties hereto, superseding all oral or written previous and contemporary contracts between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment contract not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing contracts. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify

Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 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 contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

To Contractor:

As indicated on
Bidder's Business
Information Sheet

END

Waller County Bid 26-016

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Wayne Yancey, Inc.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 76-0207068

Principal Place of Business Address: 4439 FM 149
Magnolia, TX 77354

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Wayne Yancey, Inc.
PO Box 1244 Magnolia, TX 77353

List any other names the Company uses, or is known by (dba, aka, etc.):

_____

_____

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

tlyancey70@gmail.com
Email address

Waller County Bid 26-016

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

Contract Sheet
Bid 26-016

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the _____ day of _____, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and _____, of the City of _____, County of _____, and State of _____ ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Mowing Services**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this _____day of _____20_____.

Waller County, Texas

_____
County Judge, Carbett "Trey" Duhon, III

_____
Date

Dickey Yancey
By: Signature of Contractor

09-10-2026
Date

Dickey Yancey Owner / President
Printed Name and Title of Signatory

ATTEST

_____
Debbie Hollan, County Clerk

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Wayne Yancey, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 1244

Requester's name and address (optional)

6 City, state, and ZIP code
Magnolia, TX 77353

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
76 - 0207068

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 9/4/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

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.

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, 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 with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Wayne Yancey, Inc.
Company Name

09-10-2026
Date

Dickey Yancey
Signature of Authorized Company Official

Dickey Yancey
Printed Name

References

TX DoT Montgomery County Bubba Albanis 281-702-2950

Tx Dot Jefferson County Port Arthur Joe Mend 409-790

Tx Dot Jefferson County Beaumont Micah Wal 409-739

Roy Jorgesen Grand Parkway David Free 346-237-

Waller County Pricing Form

Bid 26-016

Term Contract for Mowing Services

Term: through March 31, 2027

VENDOR NAME: Wayne Yancey Inc.

Number of tractors contractor proposes to use on job (Minimum of 6 tractors)? 4 to 13

Estimated value of current mowing equipment inventory: 1,500,000.00

Estimated mileage provided is per cycle mileage. There is no guarantee on estimates.

VENDOR NAME: Wayne Yancey Inc.

Price Per Mile with a Minimum of Three Cuts Per Year	**Estimate Mileage**	**Price Per Mile**
Precinct 1 -Mowing Waller County Right of Way	115	199.00
Precinct 2 -Mowing Waller County Right of Way	160	199.00
Precinct 3 -Mowing Waller County Right of Way	155	199.00
Precinct 4 -Mowing Waller County Right of Way	130	199.00

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT FOR VENDING SERVICES

This agreement for vending services ("Contract") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), and Brazos Valley Vending Solutions, LLC ("Contractor"), a Texas limited liability company, with its principal place of business at 1432 Lake Ridge Drive, Brenham, Texas 77833 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the County solicited bids and/or proposals under Invitation for Bid #26-015, pursuant to applicable state laws and regulations; and

WHEREAS, no bids or proposals were received pursuant to Invitation for Bid #26-015;

WHEREAS, pursuant to Local Government Code § 262.0245, the County followed procedures adopted by the Commissioners Court for the purchase of an item for which the County receives no bid;

WHEREAS, Contractor desires to provide the required goods and services; and

WHEREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree that the foregoing is true and correct, and further agree as follows:

SECTION 1. AGREEMENT

1.1 Services to be Performed: Contactor agrees to provide vending machines, and related goods and services required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper installation of all machines, equipment, and/or goods necessary to fulfill the Contractor's obligations under this Contract. Contractor shall provide vending machines in the quantities and at the locations specified herein. The County hereby approves the products and prices set forth in Exhibit A, the Pricing Schedule. Contractor shall perform the vending services upon the terms and conditions set forth in this Agreement and its exhibits. Contractor shall furnish all personnel, labor, equipment, supplies, deliverables, and all other items necessary to provide all of the work as specified by the terms and conditions of the Contract.

1.2 The Contract Documents: The Contract Documents are composed of the following:

a. this Contract; and

b. the Pricing Schedule, attached hereto as Exhibit A.

All of the Documents referred to in this Section 1.2 are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract.

In interpreting this Contract and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Pricing Schedule.

1.3 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

1.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1. County's Designated Representatives: The County designates the Facilities Director as the Designated Representative with regard to the services performed under this Agreement.

2.2. Contractor's Designated Representatives: Contractor designates [Scott Fry] as its Designated Representative with regard to the services performed under this Agreement.

2.3. Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Vending Machines: The Contractor will install state-of-the-art chip/candy and soft drink machines in Waller County buildings as specified by this Agreement. The County reserves the right to approve all vending machines before installation and require replacement or removal of machines which, for any reason are not considered acceptable. All machines shall be current models and in good working condition. If the machine cannot be maintained in operational order or if it is in constant need of repair, the machine shall be replaced. Machines with dents, cracks, paint chips, etc. shall not be acceptable. Contractor shall repair or replace such equipment at its expense and the commission paid to the County shall not be affected.

3.2 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the satisfactory performance of this Contract. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to perform the Work in accordance with the terms of this Contract.

3.3 Dollar Bill Changer: Dollar bill changer shall be installed. Bill changers may be a separate machine and/or installed in the snack/soft drink machine. Machines shall be set to return change equal to the currency placed in the machine.

3.4 Chip/Candy Machine Capacity: Chip/candy machines shall hold a minimum of twenty (20) varieties of top brand chips, candy, and pastries.

3.5 Soft Drink Capacity: Soft drink machines shall hold a minimum of eight (8) variety of soft drinks.

3.6 Required Commission: Contractor shall remit commission equal to the percentage of gross vending sales proposed in the pricing schedule. The commission percentage proposed shall remain fixed for the duration of the contract unless otherwise provided herein. Commissions are to be made payable to Waller County. All commissions shall be submitted to the County Treasurer's Office at 836 Austin St., Ste 2200, Hempstead, TX

77445. Commissions shall be paid monthly for the previous month's sales. A computer printout of all sales from all machines must accompany the commission payment.

3.7 Service Staff Required: Contractor shall employ, maintain, and assign a sufficient number of service staff which shall be on-call from 8am – 5pm, CST, Monday through Friday for any service issues that may arise due to the malfunction of the equipment.

3.8 Refilling and Servicing: All vending machines shall be filled and serviced no less than twice per month. Contractor shall specify the appropriate time of day for servicing vending machines.

3.9 Posting of Prices: Prices shall be clearly displayed on each vending machine and shall remain consistent with the approved schedule unless otherwise authorized by the County. Any proposed price increase(s) during the contract shall require prior written approval by the County.

3.10 Goods and Quality: Contractor shall supply the goods identified on the Pricing Schedule at the price indicated thereon. All items provided must be fresh and unexpired at all times. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending services is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale.

3.11 Refunds: The Contractor shall provide a written procedure for patrons of vending services to receive refunds for faulty working machines and any products that are not up to standard.

3.12 Designated Holidays: No deliveries or services will be required or accepted on County approved holidays.

3.13 Utilities and Other Considerations: The County shall provide electricity, lighting, heating, and air conditioning of designated premises, but without liability on the County's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. Contractor agrees that in the use of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities.

3.14 Meetings and Cooperation: Contractor shall meet with the Designated Representative on an as needed basis to ensure the goods and services provided are satisfactory, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County and other contractors providing services to the County to maintain maximum efficiency.

3.15 Responsibility for Damage: Contractor shall be responsible for any damage it causes to County property or buildings during the installation and removal of the vending machines, and during any stocking or restocking.

SECTION 4. LOCATIONS

4.1 Vending Machine Locations: The Contractor shall place vending machines in the following locations:

Waller County Courthouse, 1st floor and 3rd floor
836 Austin Street
Hempstead, TX 77445

One (1) snack machine
One (1) cold soft drink machine
Waller County Road & Bridge
775 Business 290 East
Hempstead, TX 77445
One (1) snack machine
One (1) cold soft drink machine

Kuciemba Annex
425 FM 1488
Hempstead, TX 77445
One (1) snack machine
One (1) cold soft drink machine

Waller County Sheriff's Office
100 Sheriff R. Glenn Smith Drive.
Hempstead, TX 77445
One combination snack and cold soft drink machine

506 District Court Annex
400 Sheriff R. Glenn Smith Drive.
Hempstead, TX 77445
One (1) snack machine
One (1) cold soft drink machine

4.2 Location Addition and Removal: The County may, in its sole discretion, add locations to this list, or remove locations based on the needs of the County.

SECTION 5. COMMISSIONS

5.1 Commission Owed to County: Contractor shall pay to the County a commission of five percent (5%) on all products sold from a vending machine located on County property, as specified on the Pricing Schedule. If the total monthly sales are less than three thousand dollars ($3,000.00) for any given month, Contractor shall pay County a base rate of one hundred dollars ($100.00) for that month. The County shall not incur any costs or make any payments to Contractor under this Contract.

5.2 Commission Payment: Commissions shall be remitted monthly to the Waller County Treasurer, 836 Austin Street, Suite 2200, Hempstead, Texas 77445.

5.3 Commission Report: Contractor shall provide to the County a report each month indicating the total sales of vending machine products, and the total commission to be paid to the County.

SECTION 6. TERM AND TERMINATION

6.1 Contract Term: The term of this Contract shall begin on the Effective Date, and shall continue until terminated by either party in accordance with its terms.

6.2 Termination for Cause: Upon thirty (30) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor persistently or repeatedly refuses or fails to supply goods or services in accordance with this Contract, or otherwise breaches a provision of this Contract.

6.3 Termination for Convenience: Upon thirty (30) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The notice must state the reasons for such termination, and provide an effective date of the termination. Upon receipt of such notice, Contractor shall remove Contractor's property from County buildings within fifteen (15) days of the notice, regardless of whether a dispute regarding the Contract exists.

6.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Contract without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Contract become insolvent or files any petition for bankruptcy.

6.5 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 16.23.

6.6 Discretionary Opportunity to Cure: A Party receiving notice of termination for cause shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Contract will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

6.7 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

6.8 Commission After Termination: The Contractor shall pay any commissions earned during the notice period prior to the date of termination. Contractor shall not be entitled to lost or anticipated profits should the County exercise its option to terminate.

6.9 Machine Removal After Termination: The Contractor shall remove Contractor's property from County buildings no later than the last day of the thirty (30) day notice period, regardless of whether a dispute regarding the Contract exists.

SECTION 7. RIGHT TO ASSURANCE

7.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 8. RECORDS AND AUDITS

8.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 9. SITE INSPECTION AND COORDINATION

9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. INSURANCE

10.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

a. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

10.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 10.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

10.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

10.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

10.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Contract without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

10.7 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 11. INDEMNIFICATION

11.1 INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION

PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

SECTION 12. INDEPENDENT CONTRACTOR

12.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this

Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 13. NO EXCLUSION OR PAYMENT

13.1 No Exclusion or Payment: Contractor understands and agrees that this Contract does not create an exclusive right for Contractor to provide the vending services contemplated by this Contract. Contractor agrees that the County shall not be responsible for making any payments to Contractor under the terms of this Contract, whether as compensation or otherwise.

SECTION 14. ASSIGNMENT

14.2 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 15. TEXAS REQUIRED CERTIFICATIONS

15.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

15.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

15.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

15.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Recitals: The Recitals are incorporated into this Agreement.

16.2 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

16.3 Interpretation: This Contract controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Contract, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

16.4 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Contract. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

16.5 No Waiver: No claim or right arising out of a breach of this Contract 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 Contract 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 Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

16.6 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 the services prior to executing this Contract. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

16.7 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

16.8 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 deemed to be omitted. In such event, there shall be substituted for such deleted provision 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.

16.9 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

16.10 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

16.11 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

16.12 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

16.13 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

16.14 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Contract, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Contract.

16.15 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

16.16 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors, executors, administrators, and assigns to this Contract.

16.17 Force Majeure: Neither Party shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either Party to this Contract, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

16.18 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

16.19 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

16.20 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

16.21 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing information to the news media, citizens of Waller County, and other governmental agencies.

16.22 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16.23 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 Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

To Contractor:

Attn:
Brazos Valley Vending Solutions, LLC
1432 Lake Ridge Dr.
Brenham, Texas 77833

With a copy to:

Waller County Facilities Director
Attn: Danny Rothe
836 Austin Street, Suite 2411
Hempstead, Texas 77445

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY	**CONTRACTOR**
WALLER COUNTY, TEXAS a political subdivision of the State of Texas	**BRAZOS VALLEY VENDING SOLUTIONS, LLC** a Texas limited liability company
	Scott Fry President
Carbett "Trey" Duhon, III County Judge	NAME TITLE
_____ Date	9/18/2026 Date
ATTEST	**ATTEST**
Debbie Hollan County Clerk	NAME TITLE

Vending Services

Commission offered to Waller County **5%** 5% commision is based on sales of $3000 per month total from all machines assigned to Waller County, if sales fall below $3000 min a month we will gaurantee a base rate of $100

Category	Product	Maximum Retail Price
Chips	Lay's Classic, Doritos, Cheetos, or equivalent,1.5-2.0/3/3.25 oz	$2.00/$2.25/$2.50
Crackers	Cheez-It or equivalent, 1-1.5 oz.	$1.50
Cookies	Chips Ahoy or equivalent/ Grandmas 3.5 oz	$1.50/$2.00
Candy	Snickers or equivalent	$2.25
Granola Bar	Nature Valley or equivalent	$1.00
Pastry	Honey Bun or equivalent	$2.25
Popcorn	Individual serving	$1.50
Bottled Water	20oz.	$2.00
Soft Drink	Coca-Cola/Pepsi product, 20 oz.	$2.75
Sports Drink	Gatorade/Powerade, 20 oz.	$2.50
Energy Drink	16 oz.	$3.50
Juice	10-16oz.	$2.50

Docusign Envelope ID: 2B0A2E88-D909-8574-806C-BF3CB739D36B

ADDENDUM TO OTIS SIGNATURE SERVICE CONTRACT

The provisions of this Addendum supplement or amend the terms and conditions of the above-referenced and attached Agreement. To the extent that there are any conflicts or ambiguities between the provisions of this Addendum and the terms and conditions of the Contract, the provisions of this Addendum shall prevail.

ADDITIONAL TERMS AND CONDITIONS

TERM & RENEWAL is removed and replaced with the following:

> "The Commencement Date will be 10/1/2026. The initial term of this Contract will be for three (3) year(s) beginning on the Commencement Date.
>
> This Contract may be renewed for successive one (1) year terms at the conclusion of the initial term."

PAYMENT is removed and replaced with the following:

> "Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price, plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers, or you in connection with the performance of the work described. Notwithstanding the forgoing, we acknowledge that Waller County is a tax-exempt entity, and Waller County will not pay a tax from which it is exempt."

PARTS COVERAGE is removed and replaced with the following:

> "Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis, subject to your approval."

CUSTOMER REPRESENTATIVE is removed and replaced with the following:

> "As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and OMMSTM program. Any information provided to you under this service will be consistent with and/or comply with applicable codes and regulations. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn, unless such recommendation fails to be consistent with and/or comply with applicable codes and regulations."

SAFETY is removed and replaced with the following:

"We will conduct safety tests only if required by the applicable Elevator Code. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction that are not covered under this Contract may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS
We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tipping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer."

TRAVEL TIME AND EXPENSE is removed and replaced with the following:

"In the event there is a service call that is reasonably deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return, provided that you have provided prior authorization for the expenses."

EXCLUSIONS is removed and replaced with the following:

"This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warning in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured

or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of an/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than fifteen (15) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, rust, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to makes renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity."

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS is removed and replaced with the following:

"Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment. To the extent allowed by law and otherwise in accordance with this Contract, you agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not knowingly permit others to use, access, examine, copy, disclose, or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given reasonable access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble,

decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumptions of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ('Otis Service Software' or 'Service Software'). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otise service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confident and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software, to be used by Otis only in the provision of service under this Agreement."

MAINLINE DISCONNECTS is removed and replaced with the following:

"You agree to engage a qualified electrician to service the elevator mainline disconnects located in the elevator equipment room."

ENVIRONMENTAL PROTECTION is removed and replaced with the following:

"Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheets (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations, except to the extent that the need for removal or remediation of the waste or hazardous materials is caused by Otis.

WIRING DIAGRAMS is removed and replaced with the following:

"You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams, and any changes made thereto by Otis will remain your property."

APPLICABLE CODE AND VIOLATIONS is removed and replaced with the following:

"Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract

document, Otis' work shall be performed in accordance with applicable law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, You assume responsibility for the cost of correcting all Elevator Code violation throughout the duration of the Contract, unless the violation is caused by Otis. If such Elevator Code violation or other outstanding safety violations are not corrected in accordance with this Contract, to the extent the violation is not caused by Otis, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice. During the thirty (30) day written notice period, you shall have the opportunity to cure the outstanding violation. If a cure is made, the equipment may not be canceled or removed from this Contract."

THIRD PARTY INTERFACE is removed and replaced with the following:

"Should you require us to interface with a third party, Otis will add an appropriate and reasonable fee to cover the additional cost associated with this service, subject to your prior approval."

ENTRAPMENT is removed and replaced with the following:

"In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive. If the elevator mechanic does not arrive within thirty (30) minutes of the call, an Otis representative indicates they will not be able to arrive to the Unit within thirty (30) minutes of the call, or if you are unable to connect with an Otis representative, you may proceed with any alternative method of extrication that you deem appropriate, including requesting the assistance of any other licensed elevator mechanic to arrive. In the event of a medical emergency situation, you may summon any appropriate professional, including but not limited to a first responder such as police or firemen to respond to the entrapment without first contacting Otis. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis."

ALTERATIONS is removed and replaced with the following:

"You will not allow others to make alterations, additions, adjustments, or repairs to the units without providing a record of the alterations, additions, adjustments, or repairs to Otis."

MATERIAL BREACH BY CUSTOMER is removed and replaced with the following:

"Failure to pay any undisputed sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such undisputed sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due

for more than thirty (30) days. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition of malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste for which Otis is not responsible; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis may, by written notice to you, terminate the Contract if you do not cure such material breach within ninety (90) days after receipt of such written notice from us specifying in detail such material breach. In the event of a material uncured breach hereunder, Otis' remedy will be limited to terminating the Contract."

TERMINATION FOR CUSTOMER'S BREACH is intentionally deleted.

TRANSFER OF INTEREST IN PROPERTY is intentionally deleted.

INDEMNITY is removed and replaced with the following:

"Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been and to the extent caused by Otis' negligence or willful misconduct."

CONFIDENTIALITY is removed and replaced with the following:

"Waller County is bound by Texas Government Code Chapter 552, the Public Information Act (PIA), and other laws concerning government records. Otis shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Otis if any such information is requested in a public information request, subpoena, or other method so Otis may argue against the release of such information. Otis recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Otis further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Otis in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General."

ENTIRE CONTRACT is removed and replaced with the following:

"This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise

expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined by either you or us that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanction laws, that are applicable to you or us or otherwise apply to your or our operations."

LIMIT OF APPROPRIATIONS is added with the following:

"Funds for payment of this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Otis' sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Otis for any services already rendered under this Contract prior to the effective date of the termination."

RECORDS AND AUDITS is added with the following:

"The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Otis involving transactions relating to this Agreement. The County shall give Otis reasonable advance notice of intended inspections or audits. Otis shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit."

SITE INSPECTION AND COORDINATION is added with the following:

"Otis represents that it is thoroughly acquainted with all matters relating to the performance of this Contract. All services under this Contract shall be coordinated under, and performed to the satisfaction of the County."

NO EXCLUSION is added with the following:

"This Contract does not create an exclusive right for Otis to provide the services contemplated by this Contract."

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION is added with the following:

"Pursuant to Texas Government Code 2252.152, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 806.051, 807.051, or 2252.153."

NO ISRAEL BOYCOTT is added with the following:

"Pursuant to Texas Government Code 2271.002, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of $100,000 or more, Otis 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 Texas Government Code Section 808.001."

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES is added with the following:

"Pursuant to Texas Government Code 2274.002, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of $100,000 or more, Otis 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 contract 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 Texas Government Code Section 2274.001(3). "Firearm entity" and "firearm trade association" have the meanings provided in Texas Government Code Sections 2274.001(6) and (7)."

NO ENERGY COMPANY BOYCOTT is added with the following:

"Pursuant to Texas Government Code 2276.002, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of $100,000 or more, Otis 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 Texas Government Code Section 809.001."

NO WAIVER OF IMMUNITIES is added with the following:

"This Contract is expressly made subject to the County's governmental immunity. Nothing in this Contract shall be construed as a waiver of any immunities, privileges, or legal protections held by the County."

JURISDICTION AND VENUE is added with the following:

"This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

[SIGNATURE PAGE FOLLOWS]

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WALLER COUNTY, TEXAS

Carbett "Trey" Duhon, III
County Judge

Date

OTIS ELEVATOR COMPANY

DocuSigned by:
Meagan Milford
8AB2C3E7FE904E8...

Meagan Milford
Director & GM, Houston

23-Sep-2026

Date

Docusign Envelope ID: 2B0A2E88-D909-8574-806C-BF3CB739D36B

Signature Service

Signature Contract

ACCOUNT NAME & ADDRESS	Waller County 836 Austin Street Hemstead, TX 77445
CUSTOMER NAME & CONTACT INFO	Danny Rothe d.rothe@wallercounty.us

CONTRACT SUMMARY

MAINTENANCE	Overview of your preventative maintenance plan and which parts are included
RELIABILITY & RESPONSIVENESS	Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs
COMMUNICATION	Summary of the many ways for you to communicate with us and receive information from us
SAFETY & ENVIRONMENT	Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment
SCHEDULE & CLARIFICATIONS	Terms and conditions about our regular working hours, insurance coverage and legal requirements
PAYMENT & ACCEPTANCE	Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $1,848.00 per month, payable monthly in advance** **Duration : three (3) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Otis Elevator Company
M:

For emergencies:
OTISLINE® Customer Care 800.233.6847

1289 North Post Oak Suite 100
Houston, TX 77040
otis.com

OTIS

Docusign Envelope ID: 2B0A2E88-D909-8574-806C-BF3CB739D36B

Otis Signature Service

Otis Maintenance

9/22/2026

CUSTOMER NAME
Waller County
836 Austin Street
Hemstead, TX 77445

OTIS ELEVATOR COMPANY
1289 North Post Oak Suite 100
Houston, TX 77040

PROJECT LOCATION
Waller County Sheriff's Office
100 Sheriff R Glenn Smith Dr
Hemstead, TX 77445

Waller County Courthouse -
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

PROPOSAL NUMBER
QTE-002552322

OTIS MAINTENANCE

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	Thyssen	Only Elv	UNIT-001285498
3	Gearless Belted MR	OTIS	Elv 2, ELV 3, ELV 1	U1FE11, U1FE12, U1FE10

CONTRACT PRICE

The contract gross price is one thousand eight hundred forty-eight dollars ($1,848.00) per month, payable monthly in advance.

The contract price is broken out at the unit level as illustrated in the table below:

Unit Number	Customer Designation	Product Type	Monthly Price
UNIT-001285498	Only Elv	Hydraulic	$207.00
UNIT-001227256	Elv 2	Gearless Belted MR	$547.00
UNIT-001227257	ELV 3	Gearless Belted MR	$547.00

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UNIT-001227255	ELV 1	Gearless Belted MR	$547.00

If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

OTIS MAINTENANCE

TERM & RENEWAL

The Commencement Date will be 10/1/2026. The initial term of this Contract will be for three (3) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 0 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY

Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

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The Contract Price is subject to increase in response to increases to operational, administrative, labor, and other industry related economic factors. For instance, you agree that the Contract Price may be increased to account for labor rate plus fringe benefit increases under the International Union of Elevator Contractors as well as other economic factors beyond Otis' reasonable control including increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency. The annual percentage increase of the Contract will not exceed 3.5%.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace wire ropes or coated steel belts as often as in our discretion deemed necessary to maintain an appropriate factor of safety. As conditions, usage, or the ASME A17.1 Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring. No service other than that specifically stated as covered is included or intended.

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OTIS MAINTENANCE

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary

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to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Otis will follow terms awarded under the Omnia Partners Cooperative Agreement. Award # 2019.001563.

CUSTOMER BILLING RATES:

Labor Type	Regular Time Rate	Premium Time Rate	Overtime Rate
Mechanic	284.94	484.40	569.88

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Team – Mech + Helper	569.88	968.80	1139.76

The billing rates in the chart will be increased on January first each year not to exceed 5%. The above billing rates are applicable specifically for callback service requests and repair work billed on a time and material basis. Product upgrades outside of this are not eligible for these rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than fifteen (15) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, rust, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

Otis Signature Service

OTIS MAINTENANCE

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to

you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving,

consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TERMINATION FOR BREACH BY US

You may by written notice to Otis, terminate the Contract if Otis materially fails to perform any of our substantive obligations under the Contract, and does not cure such failure within ninety (90) days after receipt of such written notice from you specifying in detail such failure. In the event of a material uncured breach of our obligations hereunder, your remedy will be limited to the amount of payments actually made in accordance with this Contract during the twelve (12) months prior to such breach.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the $1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the $1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance

Otis Signature Service

upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

Docusign Envelope ID: 2B0A2E88-D909-8574-806C-BF3CB739D36B

Otis Signature Service

SUBMITTED BY: Chad Conley
TITLE: Specialist, Business Development
E-MAIL: Chad.Conley@otis.com

Accepted in Duplicate

Waller County	Otis Elevator Company
Date:	Date: 23-Sep-2026
Signed:	Signed: DocuSigned by: Meagan Milford 8AB2C3E7FE904E8...
Print Name:	Print Name: Meagan Milford
Title:	Title: Director & GM, Houston
Email:	Email: Meagan.Milford@otis.com

Company Name: Waller County

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____

OTIS MAINTENANCE

Otis Signature Service

OTIS MAINTENANCE

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name:	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No

If yes to above, please provide contact for PO renewal:

Name: _____

Phone: _____

Email Address: _____

Purchase Order Expiration Date: _____

Purchase Order Number: _____

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			

Signature Service

OTIS MAINTENANCE

NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		

	PO#	Value
If providing a blanket PO, please provide PO# and value:		

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		

Please provide system name: _____

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?		

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: _____

Certificate Holder Address: _____

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) _____

	Yes	No
Do you require upload of your certificate to a third party site?		

If yes, please provide site name: _____

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell, a cooperative purchasing program under Texas Local Government Code Chapter 271, Subchapter F, (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 187445;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/;

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure jury management software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-

Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.

- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s), provided that we have provided you with thirty (30) days prior notice of the overages, and an opportunity to cure. You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
   3.5. In the event of termination of the Agreement, and upon reasonable advance notice, Tyler shall promptly make all Data available to you in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.
   6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
   6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
   6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy

of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Exhibit B.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to

your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us on or after the Effective Date.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access

to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).

2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
   1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
      1.3.1. procure the right to continue its use;
      1.3.2. modify it to make it non-infringing; or
      1.3.3. replace it with a functional equivalent.

      We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
   1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.
   2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities,

damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing,

also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; and (ii) the specific fee(s) at issue. You may also include the corrective action(s) you are requesting of Tyler for consideration.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute past-due fees for the applicable invoices billed under this Agreement when you fail to pay undisputed fees for such past-due invoices within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. Tyler recognizes and agrees that upon receipt of Client's tax-exempt certificate, Client will not pay a tax from which it is exempt. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We

will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. If such an assignment occurs, you may choose to terminate this Agreement without penalty upon thirty (30) days written notice to us.

8. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the beginning of the delay of performance due to the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as

notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will endeavor to give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law. Any litigation brough under this Agreement shall be filed in a state or federal court of competent jurisdiction in or serving Waller County, Texas.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms. This Agreement is the Base Agreement referenced in the Data & Insights SaaS Services Terms of Service. Data and Insights SaaS services terms and conditions, as applicable, will only govern the use of Data and Insights SaaS services used under this Agreement. The Data and Insight terms will not prevail and govern the terms of the Agreement.

22. AI Solution Terms. Your rights, and the rights of any of your end users, to use any Tyler AI Solution is subject to the Tyler AI Solution Terms of Service, available at: https://www.tylertech.com/client-terms/tyler-ai-solution-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any Tyler AI solution, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
Exhibit E	Statement of Work
Exhibit F	Texas Certifications

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Waller County, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Address for Notices:
Waller County, Texas
836 Austin Street, Suite 4300
Hempstead, TX 77445-4640
Attention: County Judge

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Software Fees			
SaaS Payments			
	Year 1	**Year 2**	**Year 3**
Annual SaaS Fees	$37,970	$39,869	$41,862
Sourcewell Discount	*-$3,797*	*-$3,987*	*-$4,186*
Total Annual SaaS Fees	$34,173	$35,882	$37,676
**Annual SaaS Fees Escalate at 5% annually*			

Software (SaaS)	**SaaS Fees**
Enterprise Jury Manager Suite	**$37,970**
Enterprise Jury Manager'	Included
Enterprise Juror Access	Included
Enterprise Jury Voice	Included
Source List Update**	Included
Hosting and Managed Services	Included
Enterprise Jury Message (14,400/year)*	Included
Total Annual SaaS Fees (Year 1)	**$37,970**

Implementation Services			
Professional Services (T&M)	**Hours**	**Rate**	**Total**
Project Management	100	$195.00	$19,500
Source List / Data Conversion	0	$185.00	$0
Deployment	32	$185.00	$5,920
Integration Development / Consulting	10	$210.00	$2,100
Customization	32	$210.00	$6,720
Setup, Configuration & Consulting	24	$185.00	$4,440
Training / Go-Live	31	$185.00	$5,735
Total One-Time Professional Services			**$44,415**

Travel Expenses

Travel Expenses will be billed as incurred according to Tyler's standard business travel policy

Notes:

*If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay $0.14/text and will be billed monthly in arrears. 1 text message = 1 Twilio segment.

**One Source List Update included with Annual SaaS Fees. Additional Source List Updates will be billed $4,000 upon delivery of each instance of services performed.

Transaction Based Services			
Transaction Based Services	Year 1	Year 2	Year 3
Enterprise Jury Summons (Excludes Postage)*14,400 summonses	$0.90/pcs	$0.95/pcs	$1.00/pcs

Notes:

*Enterprise Jury Summons Pricing is based on an estimated 14,400 summonses annually. Excludes Postage-Tyler assumes the client will be responsible for obtaining and maintaining the USPS postal permit for the use of Enterprise Jury Summonses.

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered at the rates set forth in the Investment Summary.

   2.2. *Transaction-Based Services*: Subject to any additional adjustments set forth below, Years 1-3 Transaction-Based Services fees shall be at the rates set forth in the Investment Summary, and subsequent Transaction-Based Services fees shall be at our then-current rates. The following service-specific payment terms shall also apply:

      2.2.1. *Enterprise Jury Summons:* Fees for the Jury Summons services, at the rate set forth in the Investment Summary, shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term, provided that Tyler provides at least thirty (30) days notice of the change. In the event that Tyler's costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you thirty (30) days' advance written notice.

3. Hardware & Third-Party Products.
   3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
   3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with

applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction or otherwise indicated above, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the Client's receipt of the invoice. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Defendant Access

Exhibit E
Statement of Work for
Implementation of Enterprise Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In Waller County, TX
September 15, 2026

Tyler Technologies will implement Enterprise Jury Manager in **Waller County, TX** under the following terms.

Project Terms

Tyler will…

1. Provide a subscription to use the following Products:
    - **Enterprise Jury Manager;** web-based jury management system;
    - **Enterprise Juror Access;** interactive web response system;
    - **Enterprise Jury Voice;** interactive voice response system;
2. Provide the following Recurring Services:
    - **Enterprise Jury Hosting;** hosting services for ALL products and services listed in this SOW;
    - **Enterprise Jury Message;** text-messaging service (**max 14,000/year**);
    - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
    - **Enterprise Jury Summons**; data cleansing and summons production/mailing service.
        - The per summons fee for Enterprise Jury Summons is based on the Customer's estimated annual summons or questionnaire production of **14,400 postcard** summonses per year. Should the number of documents annually produced with Enterprise Jury Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume in accordance with this Agreement, effective for the next annual term. Notwithstanding the foregoing, billing for Enterprise Jury Summons shall be monthly in arrears for the number of

documents produced in the prior month at the per summons rate for the then-current annual term.

- The Enterprise Jury Summons price per piece has been calculated based on the current pricing for materials at the execution of this agreement. Tyler agrees to use its best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, Tyler shall adjust the contract price accordingly by providing sixty (60) days' advance written notice to Customer.

3. Provide the following Professional Services:

- Provide project management services to coordinate all aspects of the project;
- Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Enterprise Jury Manager;
- After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
- In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.
- 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are $200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;
- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are $200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
- Install a new source list in EJM Database and migrate Permanent Disqualified records and Jurors' Last Reporting Date from the legacy jury management system;

- Provide an expert Enterprise Jury Manager installation resource for installation of Enterprise Jury Manager in a training and a production environment;
- Provide 2 local or toll-free phone numbers (one for test and one for production sites) for use of Jury Voice and Jury Message;
- Provide a 2-hour, online System Administrator training session;
- Provide a 2-day (or 16 hours) of User training to the Customer online or at Customer's premises (travel expenses will apply for onsite training);
- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
- Provide an expert jury management "go-live" support resource (2 days onsite or 16 hours remotely) during Customer's first "live" location, the first days that jurors report under the new system (travel expenses will apply for onsite go-live);
- Provide standard customer support by telephone, email, and online portal. Customer Support Services will transition upon completion of go-live;

4. Provide the following Hosting Services:

- Provide all server operating system and database licenses required for use of Enterprise Jury Manager, Access, and Voice;
- Install and maintain a test and production environment of Enterprise Jury Manager, Access, and Voice;
- Configure the DNS for use of hosted Enterprise Jury Manager;
- Install, configure, maintain, and support upgrade functions with Enterprise Jury Manager, Access, and Voice;
- Install, configure, maintain, and support the database used by Enterprise Jury Manager, Access, and Voice;
- Perform automated Server Patching via Microsoft Automatic Update;
- Provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
- Guarantee the data will remain in the United States during transit and rest;
- Perform daily backups of the Enterprise Jury Manager environments, with 2-week retention.

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;

- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Enterprise Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as "first-line" support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer's IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer's premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
    - Google Maps API key; and,
- Provide required USPS postal permit for use of SummonsDirect.
    - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
    - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
    - Deposit and maintain funds on account with the USPS to cover postage.
    - Meet the minimum requirements of 200 pcs/mailing to utilize their postage permit. Failure to meet this minimum requirement will result in metered postage under Tyler's permit. The customer will be invoiced based on the actual number mailed plus a handling fee.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations and SMTP server;

- Continue to provide local workstation connectivity and environment;
- Provide access and to supply credentials for email server to Tyler including, but not limited to: SMTP host name or IP address, assigned username and password, port number, any required firewall exception(s) to facilitate access.
- Use the solution on equipment that meets the following minimum specifications:
    - Jury Manager (Desktop):
        - Resolution: 1440x900 (1920*1080 recommended)
        - RAM: 8GB
        - CPU: Quad-Core
        - Browser: The latest version of Microsoft Edge (Chrome-Based), Google Chrome, Firefox, or Safari
        - OS: Windows 10+, MacOS 11+
    - Jury Manager (Tablet)
        - Resolution: 1080x820
        - RAM: 3GB
        - CPU: Quad-Core
        - Browser: The latest version of Safari or Chrome
        - OS: iPad OS 15+, Android 11+, Windows 10+
    - Juror Access
        - Any modern web browser (IE11 not supported)



Exhibit F
Texas Certifications

By executing this Agreement, Tyler makes the following certifications:

Pursuant to Section 2271.002, Texas Government Code, we certify that neither Tyler nor its employees boycott Israel, and neither will boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, we verify that neither Tyler nor its employees are engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

We verify that 1) Tyler does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or 2) the verification required by Section 2274.002, Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, we will promptly notify you.

We represent and warrant 1) that we do not, and will not for the duration of this Agreement boycott energy companies, or 2) the verification required by Section 2276.002, Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, we will promptly notify you.

We represent and warrant that 1) Tyler is not owned by, neither is a majority of Tyler's stock or other ownership interest is held or controlled by a individuals who are citizens of China, Iran, North Korea, Russia, or a designated county defined in Chapter 2275, Texas Government Code, or a company or other entity, including governmental entity, that is owned or controlled by a citizen of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and Tyler is not headquartered in China, Iran, North Korea, Russia or a designated country, or 2) Texas Government Code Chapter 2275 does not apply to this Agreement.

Silver CountyChoice℠
Texas Association of Counties
Retiree Medical Program

Transamerica Life Insurance Company & Retiree Rx Care
2027 Renewal Notice and Benefit Confirmation

Group: Waller County
Return to TAC by: October 1, 2026

Below are the new renewal rates for TLIC medical and Retiree RxCare prescription drug coverages. Please initial and complete each section below. An authorized signature on last page is required to confirm and accept your group's renewal. Email renewals to CCS@county.org.

PACKAGE PLANS

Current Plan: Package 1

	Current Rates	New Rates Effective 1/1/2027
Medical Only:	$298.51	$298.51
Medical + RX:	$592.84	$610.50
Medicare Advantage:	$427.50	$452.07

☑ **Renew and Keep** current plan. OR

☐ **Change Package Option** (select only one from the list below)

PACKAGE OPTIONS (Rates eff. 1/1/2027)

☐ **Package 2**
- **Medical Only**: $183.81
- **Med+Rx**: $278.03
- **MedAdvantage**: $351.13

☐ **Package 3**
- **Medical Only**: $298.51
- **Med+Rx**: $568.01
- **MedAdvantage**: $351.13

_____ Initial to accept 2027 retiree package options rates.

MANAGE MY HEALTH (OPTIONAL)

☐ Add Manage My Health for an additional $10 per retiree per month.

_____ Initial to accept Manage My Health.

Silver CountyChoice
Texas Association of Counties
Retiree Medical Program

Transamerica Life Insurance Company & Retiree Rx Care
2027 Renewal Notice and Benefit Confirmation

Group: Waller County
Return to TAC by: October 1, 2026

BILLING AND CONTRIBUTION SCHEDULE

Please select your preferred billing option (Current billing option is Split):

☐ **Direct Bill:** Invoice for 100% of the cost to each retiree.

☐ **List Bill:** Invoice sent to the employer for 100% of the cost for each retiree. Employer will be responsible for collecting any premium due from retirees/spouses.

☑ **Split Bill:** Invoice will be sent to the group for employer subsidy and Amwins will send invoice to retiree for their remaining portion.

- **List/Split Billing**: Please indicate monthly contributions levels for Employer and Retirees:

	Medical Premium	Medical + Rx Premium	MedAdvantage
Paid by Employer	$ 200.00	$ 400.00	$ 300.00
Paid by Retiree	$ 98.51	$ 210.50	$ 152.07

_____ Initial to accept Billing Method.

CountyChoice Silver
Member Contact Designations
Waller County

Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide **notices** to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

		Please list changes and/or corrections below
Name/Title:	**Carbett "Trey" J. Duhon/County Judge**	
Address:	**425 FM 1488 Rd #102**	836 Austin St, Ste 4300
	Hempstead, TX 77445	
Phone:	**(979) 826-7700**	
Fax:	**(979) 826-2112**	
Email:	**t.duhon@wallercounty.us**	

Billing Contact: Responsible for receiving all invoices relating to retiree benefits. (Not applicable if Direct Bill).

		Please list changes and/or corrections below
Name/Title:	**Joan Beaty/County Treasurer**	
Address:	**425 FM 1488 Rd #102**	836 Austin St, Ste 2200
	Hempstead, TX 77445	
Phone:	**(979) 826-7707**	
Fax:	**(979) 472-3909**	
Email:	**j.beaty@wallercounty.us**	

Primary Contact: Main contact for daily matters pertaining to retiree benefits.

		Please list changes and/or corrections below
Name/Title:	**Joan Beaty/County Treasurer**	
Address:	**425 FM 1488 Road #102**	836 Austin St, Ste 2200
	Hempstead, TX 77445	
Phone:	**(979) 472-3909**	
Fax:	**(979) 826-7709**	
Email:	**j.beaty@wallercounty.us**	

_____ 09/30/2026

Signature of County Judge or Contracting Authority **Date**

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

Please PRINT Name and Title

Silver CountyChoice℠
Texas Association of Counties
Retiree Medical Program

Transamerica Life Insurance Company (TLIC) Supplement Plan

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) offers a Retiree Medical Benefits Program for Medicare eligible retirees through Amwins and Transamerica Life Insurance Company (TLIC). The following contains program information along with requirements that must be met in order to participate in the CountyChoice Silver (CCS) retiree program.

Program Requirements & Procedures

- Participants must meet the group's retirement qualifications and must be enrolled in Medicare Parts A & B.
- CCS will be the only retiree medical program offered to your Medicare eligible retirees. (No other Medicare supplement or Medicare Advantage program or group plan may be offered to your retirees.)
- By Federal Law this coverage cannot be offered to any ACTIVE employee, regardless of age.
- Transamerica does not coordinate benefits with any other individual or group coverage plan.
- Stand-alone prescription drug coverage is not available.

Available Billing Options

- Groups can elect to change billing options at renewal. Below are the options available.
    1. **LIST** (the Employer pays 100% of premiums); the monthly bill is sent to the Employer.
    2. **DIRECT** (the Employer pays $0 premium); the bill is sent to the retiree monthly.
    3. **SPLIT** (the Employer pays a portion of the premium); employer must indicate the contribution levels for Employer and for Retirees. Bills will be created and sent to the Employer for the Employer portion and to the Retiree for any remaining balance.

Silver CountyChoice℠
Texas Association of Counties
Retiree Medical Program

Retiree Enrollments

- Group will be responsible for providing the retiree enrollment packet at the time the employee retires.
- Enrollment requests form must be submitted to TAC HEBP or to Amwins.
- Benefits will be effective the first of the month following the date enrollment form is received.

Termination Reporting

TAC HEBP Group Health Terminations

- All group health employee terminations must be processed by the group prior to the TLIC effective date.
- Terminations processed via the TAC HEBP's Online Administrative System (OASYS) must be submitted by the group within the allowed 5-day grace period.
- Terminations reported after the 5th of the next month will be extended to the end of the following month, and the employer is responsible for these contributions.

Transamerica (TLIC) Terminations

- Termination requests must be submitted in writing to Amwins.
- Termination will be effective the first of the month following the date request is received.
- Group and retiree payments must be made to Amwins within 30 days. There is a 30-day grace period after the payment due date. Coverage will be terminated if payment has not been received after the 30-day grace period.

Open Enrollment Entries

Open enrollment for current and new members begins October 15th through December 7th of this year. This is the **only** time election changes will be accepted by the Centers for Medicare and Medicaid Services (CMS); **midyear changes will no longer be accepted.**

Silver CountyChoice℠
Texas Association of Counties
Retiree Medical Program

Transamerica Life Insurance Company (TLIC)

PROGRAM REQUIREMENTS & PROCEDURES

Acknowledgement

Waller County ___ (Group Name) acknowledges the attached document has been read and agrees to comply with the retiree program requirements and procedures.

	09/30/2026
Signature of County Judge or Contracting Authority	Date
Carbett "Trey" J. Duhon, III, Waller County Judge	
Print Name	Title

If there are questions about requirements and procedures please contact your Employee Benefits Specialist at 800-456-5974.

PLEASE PROVIDE A COPY OF THIS NOTICE TO YOUR PRIMARY CONTACT AND BILLING CONTACT

AMWINS BENEFITS | Retiree Healthcare

A Better Benefit Experience

2027 Renewal Summary:

TEXAS ASSOCIATION OF COUNTIES

UHC Takeover Groups

Renewal Summary

We are pleased to provide the 2027 Group Retiree Medical Insurance and Prescription Drug Program Renewal for Texas Association of Counties. Other than the annual Medicare deductible and co-insurance adjustments for Parts A, B and D the plan designs will remain unchanged for 2027. Please review the program details enclosed in this summary.

Your Prescription Drug plan will continue to include Retiree RxCare Specialty Savings Program. This program allows members, who choose to opt in, to fill certain specialty medications at $0 with a preferred pharmacy during the plan year. Retiree RxCare will send your eligible members information regarding this program.

Amwins Benefits Retiree Healthcare continues to provide a comprehensive Retiree Assistance Program. This program, **Manage My Health**, offers greater assistance to retirees and spouses by giving them easy, confidential access to an immense suite of programs and services aimed at improving their physical, mental, and financial wellbeing. In 2027, retirees will have:

- Fitness Program & Membership
- 24/7 Telehealth Solutions
- Food Delivery Service
- 24/7 Counseling & Intervention
- Hearing Services & Benefits
- Health & Wellness Support
- Access to Discounts & Rewards

As always, Amwins Benefits Retiree Healthcare will continue to provide our extensive administrative services including:

- Eligibility Management
- Annual and Monthly Enrollments
- Retiree Communications
- Customer Service
- Program Administration
- Billing and Collection of Premiums
- Retiree Specialty Contact Center
- Ongoing Retiree Advocacy and Support

Retiree Medical Insurance Plan

Underwritten by: Transamerica Life Insurance Company
Effective January 1, 2027 – December 31, 2027

	2026	2027	% Increase	# of Lives
Medical Package 1*	$298.51	$298.51	0.00%	396
Medical Package 2	$165.61	$183.81	10.99%	42
Medical Package 3*	$273.09	$298.51	9.31%	11

Effective 1/1/27, Medical Packages 1 and 3 will move from their current plan design to a Plan G.

***Members residing in FL receive state mandated rates, which are subject to renew off cycle. Last renewed 3/1/26.*

Amwins Benefits Retiree Healthcare is a third-party administrator for Transamerica Life Insurance Company. Amwins and Transamerica are not affiliated. Retiree Medical Supplemental medical insurance is underwritten by Transamerica Life Insurance Company, Cedar Rapids, Iowa/ Transamerica Financial Life Insurance Company, Harrison, NY. Limitations and exclusions apply. Refer to the policy, certificate, and riders for complete details. Plans may not be available in some states. Not connected with or endorsed by the U.S. Government or Federal Medicare Program.

Prescription Drug Plan

Underwritten by: Retiree RxCare
Effective January 1, 2027 – December 31, 2027

	2026	2027	% Increase	# of Lives
Rx Package 1	$294.33	$311.99	6.00%	317
Rx Package 2	$94.22	$94.22	0.00%	42
Rx Package 3	$269.50	$269.50	0.00%	199

Amounts are inclusive of all services performed by Amwins Benefits Retiree Healthcare, insurance premiums and non-insurance costs. Administration services are provided by Amwins Benefits, a division of Amwins Group, Inc.

MAPD Plan

Underwritten by: Humana
Effective January 1, 2027 – December 31, 2027

	2026	2027	% Increase	# of Lives
MAPD Package 1	$427.50	$452.07	5.75%	39
MAPD Package 2 & 3	$332.17	$351.13	5.71%	7

Amounts are inclusive of all services performed by Amwins Benefits Retiree Healthcare, insurance premiums and non-insurance costs ($10 for TAC). Administration services are provided by Amwins Benefits, a division of Amwins Group, Inc.

Retiree Program Plan Designs

Retiree Medical Insurance Plan

Underwritten by: Transamerica Life Insurance Company
Effective January 1, 2027 – December 31, 2027

	Package 1**	Package 2	Package 3**
Deductible *	Part B Deductible	50% Part A & B Deductible	Part B Deductible
Skilled Nursing	0%	50%	0%
Part B Co-insurance	0%	50%	0%
Total OOP Max ***	Part B Deductible	$4,620	Part B Deductible
Office Visit Copay	$0	50%	$0
ER Visit Copay	$0	50%	$0

** Part B Deductible (2026: $283), 2027 has not yet been released. Retiree is responsbile for 50% of both the Part A and B deductible if enrolled in Package 2; only resonsible for 50% of the Part B deductible if enrolled in Package 3.*

*****Effective 1/1/27, Medical Packages 1 and 3 will move from their current plan design to a Plan G.***

****Includes Calendar Year Deductible. Package 2 OOP Max will remain the same each year, regardless of Medicare's annual changes.*

Prescription Drug Plan

Underwritten by: Retiree RxCare
Effective January 1, 2027 – December 31, 2027

Prescription Drug Plan *(30 Day Retail)*	**Package 1**	**Package 2**	**Package 3**
Calendar Year Deductible:	$0	$700	$0
Tier 1: Generic	$5	25%	$10
Tier 2: Preferred Brand	$25	25%	$30
Tier 3: Non-Preferred Brand	$60	25%	$65
Tier 4: Specialty	25%	25%	25%
Catastrophic Coverage: Out-of-Pocket Maximum: $2,400	$0 Copays		

MAPD Plan

Underwritten by: Humana
Effective January 1, 2027 – December 31, 2027

Medical	Package 1 High Plan	Package 2 & 3 Low Plan
Calendar Year Deductible	$0	$0
Part B Co-Insurance	0%	0%
Out-of-Pocket Maximum**	$0	$2,400
Office Visit Copay	$0	$10
ER Visit Copay	$0	$90
Prescription Drug	**30 Day Standard Retail**	
Calendar Year Deductible:	$0	$0
Tier 1: Generic	$5	$5
Tier 2: Preferred Brand	$25	$25
Tier 3: Non-Preferred Brand	$60	$60
Tier 4: Specialty	33%	33%
Catastrophic Coverage: Out-of-Pocket Maximum: $2,400	$0	

THE STATE OF TEXAS §

COUNTY OF WALLER §

AN ORDER OF WALLER COUNTY, TEXAS ADOPTING A POLICY RELATED TO THE EXPENDITURES OF INCUMBENT COUNTY AND PRECINCT OFFICERS WHO HAVE NOT BEEN RENOMINATED OR REELECTED AND SETTING AN EXPENDITURE AMOUNT OVER WHICH APPROVAL IS NECESSARY.

WHEREAS, pursuant to Texas Local Government Code § 130.908, during the time following the date the results of the official canvass of the primary or election returns are announced, the Commissioners Court must approve any expenditure by an incumbent county or precinct officer who was not renominated or reelected that is over any amount set by the Commissioners Court;

WHEREAS, the Commissioners Court desires set an amount over which an expenditure must be approved by Commissioners Court and adopt a policy related to expenditures by incumbent county and precinct officers who have not been renominated or reelected to their office;

NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Waller County, Texas that:

1. **Expenditure Approval Required**: Any expenditure that exceeds $1,000.00, and which is made by an incumbent county or precinct officer who has not been renominated or reelected must be approved by Commissioners Court if the expenditure is made during the time following the date the results of the official canvass of the primary or election returns are announced until the officer leaves his or her office.
2. **Affected County and Precinct Officers**: This policy applies to the following elected county and precinct officers:

   County Judge
   County Commissioners
   County Constables
   County Sheriff
   County Treasurer
   Justices of the Peace
   County Tax Assessor Collector
   County Clerk
   District Clerk
   County Court at Law Judges
3. **Travel and Education**: No expenditures for education or travel associated with education will be permitted if required education hours are met for the remaining term. If required education hours have not been met, any approved travel associated with training and education must be no higher than the block rate associated with the training course.

4. **Delayed and Separate Bills**: Expenditures may not be held or delayed for presentation of payment, or split into separate invoices to avoid this policy.
5. **Pre-Approval**: Any cost, expenditure, or financial obligation that equals or exceeds $1,000.00 must be pre-approved by Commissioners Court. If a cost, expenditure, or financial obligation is not pre-approved, any associated bill or invoice will not be paid by Waller County. Any such bill or invoice is the personal responsibility of the outgoing county or precinct officer who incurred the expense.
6. **Compliance Verification**: Any county or precinct officer that has not been renominated or reelected shall provide all documents requested by the County Treasurer and County Auditor to ensure compliance with this policy.
7. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.
8. **Effective Date**: This policy shall take effect immediately from and after the date of this Order.

ADOPTED, this 30th day of September, 2026, by the vote of the Commissioners Court of 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