NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION

Wednesday, June 11, 2025 at 9:00 AM

Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

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

Waller County Joe Kuciemba Annex
425 FM 1488
Hempstead, Texas 77445

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.

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

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

5. Request by Justice of the Peace, Pct. 2 for approval of Fixed Asset Transfer to the Maintenance Department.

6. Request by County Engineer to authorize the issuance of a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on July 23, 2025 for a Replat of Rio Acres. The amendment will create 5 lots from the original Lots 4 and 5 of the Rio Acres Subdivision by Owner Justin Capistran and rename the new Lots as Bosque Estates.

7. Request by County Engineer to approve the Final Plat of New Life Subdivision in Precinct 1.

8. Request by County Engineer to accept Notice for Verizon Wireless for Small Cell Support Pole within right of way of Jordan Ranch Blvd. Project # 2025-656.

9. Request by County Engineer to accept Notice for Verizon Wireless for installation of New Node Support Pole and all Equipment within right of way of Spindletree Lane- Project # 2025-565.

10. Request by County Engineer to accept Notice for San Bernard Electric to install one Power Pole within right of way of Joseph Rd- Project # 2025-545.

11. Request by 9-1-1 Addressing to approve name change of 350 AC Riley Rd Project to Riley Pines (R271177).

Requests to approve payments on the following:

12. $120.00 for Invoice #6916, $1,720.00 for Invoice #6917, $120.00 for Invoice #6918, and $680.00 for Invoice #6919 for a total of $2,640.00 to The Randle Law Office from line item 125-411-540300 [Legal].

13. $600.00 for Invoice dated May 14, 2025 to Magnolia Funeral Home, Inc. from line item 125-423-540705 [Transport to Morgue].

14. $16,351.13 for Invoice #76904330163 dated May 27, 2025 to CleanEarth to be paid from line item 326-527-540800 [Professional & Contracts].

15. $11,322.54 for Invoice #76904330165 dated May 27, 2025 to CleanEarth to be paid from line item 326-527-540800 [Professional & Contracts].

16. $1,832.00 for Invoice #BXHS34153093 to BOXX Modular to be paid from line item 605-605-545405 [Professional Services].

17. $75,886.10 for Invoice #BXHS34153125 to Boxx Modular. Funds to be paid from line item 241-595-561209 [ARPA Misc.].

18. $259.67 for Invoice #55 to King Architectural Consulting Services from line item 604-604-545405 [Professional Services].

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

PRESENTATION

20. Presentation from Citizens in Defense of Waller County.

ECONOMIC DEVELOPMENT

21. Terminate tax abatement agreement Contract ID 220803-06 between Waller County, APEX Ag Chem Inc., Peninsula Development, Inc., and Plateau Products, Inc.

COUNTY ENGINEER

22. Approve payment of $14,290.50 for Invoice #99447-1 to R. G. Miller Engineers, Inc. for Professional Services rendered April 2, 2025 through April 20, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

23. Approve payment of $17,676.22 for Invoice #71462-01 to Binkley & Barfield, Inc. for Professional Services rendered March 19, 2025 through March 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

24. Approve payment of $4,738.40 for Invoice #71475-01 to Binkley & Barfield, Inc. for Professional Services rendered March 19, 2025 through March 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

25. Approve payment of $53,248.86 for Invoice #72214 to Binkley & Barfield, Inc. for Professional Services rendered April 1, 2025 through April 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

26. Approve payment of $167,155.92 for Invoice #202515491 to LJA Engineering, Inc. for Professional Services rendered March 29, 2025 through April 25, 2025 (10th Invoice). Funds to be paid from line item 605-605-545405 [Prof. Services].

27. Approve Sunterra Lakes Development Agreement.

PROCUREMENT DIRECTOR

28. Approve contract extension with Prosperity Bank for bank depository services for the term August 21, 2025 through December 31, 2025.

TREASURER

29. Approve continuation of policy and payment to Texas Association of Counties for Law Enforcement, Privacy or Security Event, and Public Officials Liability and Property coverages effective July 1, 2025.

DIRECTOR OF FACILITIES

30. Approve payment of $2,133,237.76 for Application #31 to SEDALCO, Inc. to be paid from the following line items:

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

    $2,100,210.85 - 604-604-581000 [Bldg Purch, Const, or Improv].

31. Approve payment of $300,143.67 for Application #15 to SEDALCO from line item 125-600-581620 [Justice Center Modulars].

MISCELLANEOUS

32. Approve acceptance letter for proposed purchase sale agreement between Waller County and City of Houston.

33. Approve Agreement for due diligence studies for proposed purchase sale agreement between Waller County and City of Houston.

34. Approve the commencement of repairs by Industrial Scale & Measurement to a truck scale damaged in Precinct 4 based upon quote provided for repairs.

35. Approve authorization of firework sales for the Fourth of July in unincorporated areas of Waller County.

36. Approve settlement offer in CV24-01-0991 Waller County v. Awry Ready Mix Concrete LLC, et al.

37. 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.

38. 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

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

40. 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.

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

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

ADJOURN MEETING

NOTICE

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

MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – MAY 28, 2025

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 28th day of May 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Presiding Judge Commissioner Justin Beckendorff at 9:02 a.m. with the following members of the Court present to-wit:

John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3 – *arrived at 9:22 a.m.*
Justin Beckendorff, Commissioner Precinct 4 – *Presiding Judge*
Debbie Hollan, County Clerk

Absent: Carbett "Trey" J. Duhon III, County Judge

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

Commissioner Smith made motion to approve agenda, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

PUBLIC COMMENT – *None*

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 – May 14, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*
5. Request by County Auditor to approve official documents and all Monthly Reports.
6. Request by County Auditor to approve the 2025 Interlocal Agreement with Grimes County for the Cost Sharing of the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter.

DRAFT

7. Request by the County Auditor to spread upon the minutes the certification of the Juvenile Probation Department, TJJD S&E grant award, in the amount of $14,848.00 and amend the 2024-2025 grant budget, 2025-01 (JP).
8. Request by County Engineer to approve the Final Plat of Sunterra Lakes Section 3 and accept the Construction Bond in Precinct 3.
9. Request by County Engineer to approve the Final Plat of Sunterra Lakes Section 4 and accept the Construction Bond in Precinct 3.
10. Request by County Engineer to approve the Final Plat of Sunterra Lakes Section 5 and accept the Construction Bond in Precinct 3.
11. Request by County Engineer to approve the Final Plat of Sunterra Lakes Detention Reserves and Street Dedication and accept the Construction Bond in Precinct 3.
12. Request by County Engineer to accept a Formal Utility Notice for Anserra Trail from Centerpoint Energy for 2 (two) perpendicular Gas Line Crossings at 4000 Anserra Trail in Precinct 4.
13. Request by County Engineer to accept a Formal Utility Notice for PS Light Wave to place 200' HDPE Conduit crossing Clay Road and (12) Utility Poles placed within (3) feet of the edge of the right-of-way of Schlipf Road, Morton Road and Franz Road in Precinct 4.
14. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on July 9, 2025 Replat of Totoia Garcia No.1 Warehouse. The amendment will replat Lot E/2 of Block 9 into two Lots, with one Lot having access right-of-way via 25-foot access easement by Owner Goosby Real Estate Investments LLC.
15. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for two consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on June 25, 2025 to amend the Major Thoroughfare Plan Map for Sunterra Lakes North by Christian Walker.
16. Request to approve the re-nomination of John Kremmer at the primary and Randy Loewe as the alternate for the HGAC Criminal Justice Advisory Committee for Waller County.
17. Spread upon the minutes the Waller County Sheriff's Office Chapter 59 Seizure Fund 2025 Budget.
18. Spread upon the minutes the Waller County Sheriff's Office Federal Forfeiture (Equitable Sharing) Fund 2025 Budget.

Requests to approve payments

19. Request by County Tax Assessor-Collector to approve refunds in excess of $500.00 in accordance with Article 31.11 State Property Tax Code.
20. $5,000.00 for Invoice #3282 to TAG Houston Region from line item 125-411-562300 [County Organizational Dues].
21. $8,650.00 to Fort Bend Medical Examiner for Invoice #1495 from line item 125-423-540702 [Autopsy].
22. $1,125.00 for Invoice dated May 12, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

DRAFT

23. $3,369.56 for Invoice #2949219 to Liberty Tire Services, LLC to be paid from line item 326-527-540800 [Professional & Contracts].
24. $329.96 for Invoice #2968429 to Liberty Tire Services, LLC to be paid from line item 326-527-540800 [Professional & Contracts].
25. Approve payment of $1,952.50 for Project #2021-2347-12, appraisal reports for 3 tracts of land, to Deal Sikes for professional services rendered through February 28, 2025. Funding to be paid from line item 125-600-571500.
26. Approve payment of invoices 3526300, 3544457, 3559478, 3596496, 3596497, 3610693, 3610694, 3652962, 3652963, 3667262, 3679501, 3679502, in the total amount of $28,303.00, to Husch Blackwell for professional services rendered through January 31, 2025. Funding to be paid from line item 605-605-545405 (Mobility Bond).
27. Request by County Auditor to Approve and/or Ratify Accounts Payable.

Motion to approve Consent Agenda made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

ECONOMIC DEVELOPMENT

28. Approve nine tax abatement agreements between Waller County, Texas, and Urban Twinwood II, LP. Urban Twinwood II, LP owns the property that is subject to the tax abatement agreements, and is the applicant for the tax abatement agreements. The property is located in Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12, in the area commonly referred to as Discovery Hills Commerce Center, and is generally located south of Twinwood Parkway, west of Woods Road, east of FM 359, and north of the Waller and Fort Bend County line. Urban Twinwood II, LP will improve the land by building the following Spec Buildings:
    (a) Building 1, an approximately 46,800 square foot commercial facility with an estimated cost of approximately $3,565.224.00.
    (b) Building 2, an approximately 31,200 square foot commercial facility with an estimated cost of approximately $2,376,816.00.
    (c) Building 3, an approximately 40,560 square foot commercial facility with an estimated cost of approximately $3,089,861.00.
    (d) Building 4, an approximately 54,080 square foot commercial facility with an estimated cost of approximately $4,119,814.00.
    (e) Building 5, an approximately 54,080 square foot commercial facility with an estimated cost of approximately $4,119,814.00.
    (f) Building 6, an approximately 54,600 square foot commercial facility with an estimated cost of approximately $4,157,354.00.
    (g) Building 7, an approximately 33,280 square foot commercial facility with an estimated cost of approximately $2,535,270.00.
    (h) Building 8, an approximately 46,800 square foot commercial facility with an estimated cost of approximately $3,565.224.00.
    (i) Building 9, an approximately 28,080 square foot commercial facility with an estimated cost of approximately $2,139,134.00.

DRAFT

Motion made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

SHERIFF

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

Motion made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

GRANT MANAGER

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

Motion made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

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

Motion made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

COUNTY ENGINEER

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

Motion made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

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

Motion made by Commissioner Smith, seconded by Commissioner Amsler.
Motion carried by 3-0 vote.

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

DRAFT

Advanced to Agenda Items #35-39

PROCUREMENT DIRECTOR

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

    Motion made by Commissioner Smith, seconded by Commissioner Amsler.
    Motion carried by 3-0 vote.

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

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

    Motion made by Commissioner Smith, seconded by Commissioner Amsler.
    Motion carried by 3-0 vote.

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

37. Approve contract renewal with Xerox, utilitzing California Partners Contract #R191104 for renewal of copier and maintenance located at the Annex Building in Precinct 4 for County Clerk in the monthly amount of $19[illegible]57. Funds to be paid from line item 125-403-581813 [Copier/Printer].

    Motion made by Commissioner Smith, seconded by Commissioner Amsler.
    Motion carried by 3-0 vote.

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

Commissioner Jones arrived to meeting

38. Court addresses Agenda Item #38 later in the meeting after Executive Session. (page 7)

39. Approved Agreement with Enterprise Fleet Management, pursuant to Sourcewell Contract #030[illegible]EM for environmental vehicle leases. Funds to be paid from line item 125-443-587523 [Fleet Management Lease Payment].

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

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

Returned to Agenda Item #34

COMMISSIONER, PRECINCT 3

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

    August 1st, 8th, 18th, 25th, & 29th,
    September 8th, 15th, & 26th,
    October 6th & 13th, and
    November 10th.

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

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

DRAFT

Proceeded with Agenda Item #40

MISCELLANEOUS

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

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

EXECUTIVE SESSION

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

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

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

    Court convened to Executive Session at 9:[illegible] a.m.
    Court reconvened from Executive Session at 9:54 a.m.

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

Returned to agenda item #38

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

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

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

ADJOURN MEETING

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

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

Meeting was **ADJOURNED** at 9:55 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 11th day of June 2025.

_____
Commissioner Justin Beckendorff
Presiding Judge

DRAFT

FIXED ASSET TRANSFERS					
TAG #	SERIAL #	TRANSFER TO (DEPT)	TRANSFER FROM (DEPT)	DATE	DESCRIPTION
1803	MR317718	Maintenance	JP2	5/20/2024	GE 22 CUBIC REFRIGERATOR

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

APPLICATION: JUSTIN CAPISTRAN is requesting to be allowed to amend *Lots 4 and 5 of Rio Acres Subdivision*. The amendment will *create 5 lots from the original Lots 4 and 5 of the Rio Acres Subdivision.*

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

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on *July 23, 2025 at 9:00 AM* at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

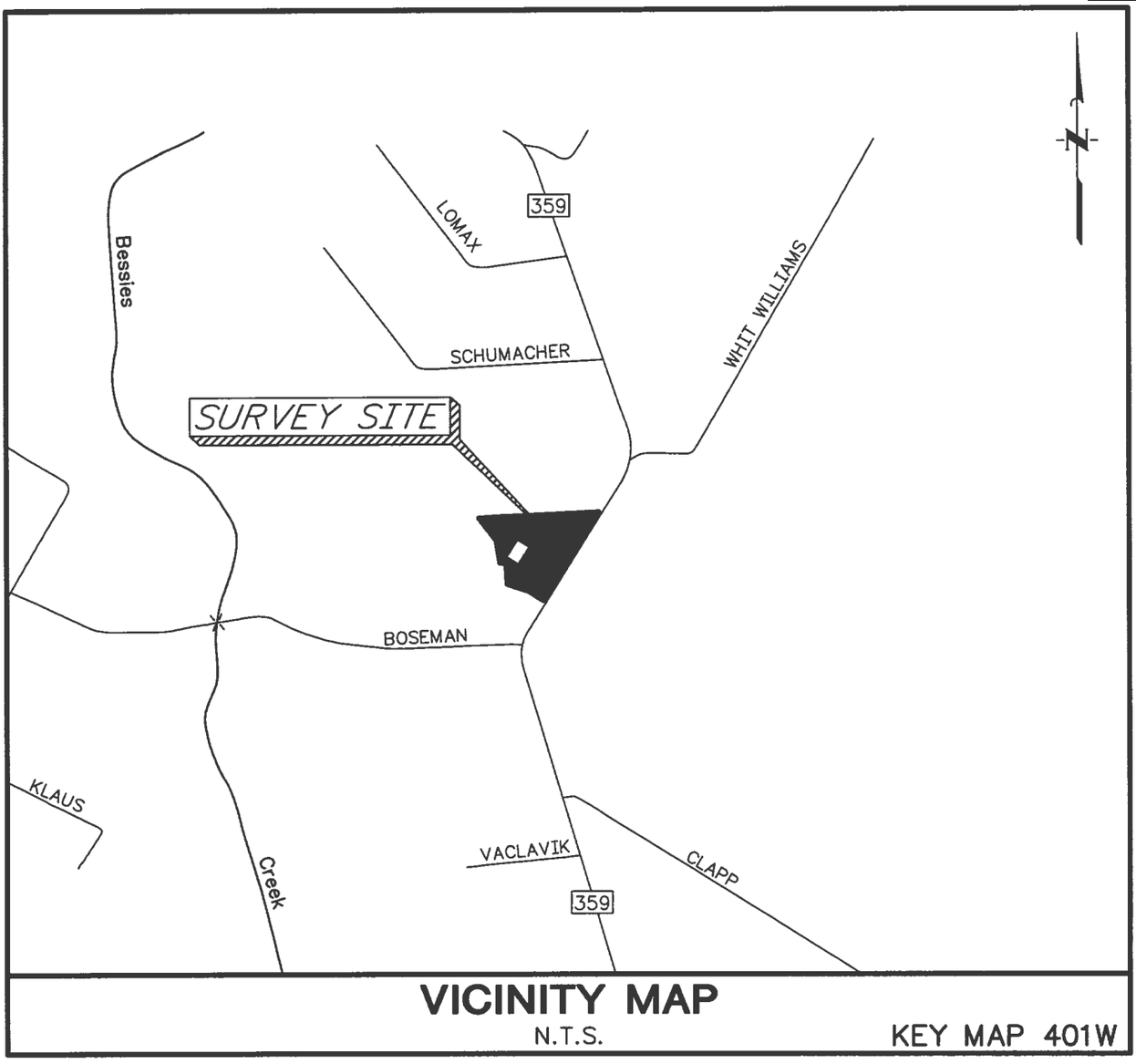
To: Honorable Commissioners' Court

Item: Final Plat Approval-New Life Subdivision

Date: June 11, 2025

Background
Final Plat of New Life Subdivision which consists of 19.07 acres will include 2 Lots, 1 Reserve and 1 Block in Precinct 1.

Staff Recommendation
Approve Plat



VICINITY MAP

N.T.S.

KEY MAP 401W

NEW LIFE
SUBDIVISION

A SUBDIVISION OF 19.07 ACRES OF LAND
OUT OF THE
STEPHEN MILLER SURVEY, A-219
WALLER COUNTY, TEXAS

1 RESERVE 2 LOTS 1 BLOCK

NOVEMBER 2024

DATE: NOVEMBER 2024 SCALE NTS SHEET 1A OF 1	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000

K:\17495\17495-0003-01 New Life Beginnings Subdivision Plat\Project Management\PLATTING\NEW LIFE CHURCH - PLAT.dwg May 14,2025 - 12:42pm CKJ

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 19.07 acre tract of land in the Stephen Miller Survey, Abstract 219, Waller County, Texas, being comprised of a portion of the residue of that certain called 21.5512 acre tract recorded in Volume 866, Page 309, Official Records, Waller County, Texas, and all of that certain called 0.33 acre tract recorded under County Clerk's File Number 2410695, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked "Team" found in the apparent occupied northwesterly right-of-way line of F. M. Highway 359 (called 100-feet wide) for the northeast corner of said called 21.5512 acre tract, same being the southeast corner of an adjoining called 53.8279 acre tract recorded in Volume 1204, Page 770, Official Records, Waller County, Texas, for the northeast corner and Place of Beginning of the herein described tract, said point being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, along the apparent northwesterly right-of-way line of F. M. Highway 359, having a central angle of 07 degrees 58 minutes 05 seconds, an arc length of 72.73 feet, a radius of 522.96 feet, and a chord bearing South 27 degrees 52 minutes 17 seconds West, 72.67 feet;

Thence South 32 degrees 51 minutes 52 seconds West continuing along the apparent northwesterly right-of-way line of F. M. Highway 359, 1,123.82 feet to a point for corner, being the east corner of an adjoining called 0.39 acre tract recorded under County Clerk's File Number 2410694, Official Public Records, Waller County, Texas, said point being in a non-tangent curve to the right;

Thence along the common line of the herein described tract and said adjoining called 0.39 acre tract, and an adjoining called 1.84 acre tract recorded in Volume 863, Page 623, Official Records, Waller County, Texas with the following courses and distances:

Thence with said non-tangent curve to the right, having a central angle of 29 degrees 40 minutes 57 seconds, an arc length of 457.18 feet, a radius of 882.48 feet, and a chord bearing North 28 degrees 50 minutes 46 seconds West, 452.08 feet;

North 14 degrees 00 minutes 18 seconds West, 48.49 feet;

North 21 degrees 41 minutes 46 seconds West, 65.75 feet;

North 32 degrees 12 minutes 38 seconds East, 88.11 feet;

North 57 degrees 47 minutes 22 seconds West, 217.80 feet;

South 32 degrees 12 minutes 38 seconds West, 300.00 feet;

South 57 degrees 47 minutes 22 seconds East, 217.80 feet;

North 32 degrees 12 minutes 38 seconds East, 174.76 feet;

South 21 degrees 41 minutes 46 seconds East, 41.86 feet;

South 14 degrees 00 minutes 18 seconds East, 46.47 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 30 degrees 07 minutes 57 seconds, an arc length of 479.89 feet, a radius of 912.48 feet, and a chord bearing South 29 degrees 04 minutes 16 seconds East, 474.37 feet to a point for corner, being the south corner of said adjoining called 0.39 acre tract, and being in the apparent northwesterly right-of-way line of F. M. Highway 359;

Thence South 32 degrees 51 minutes 52 seconds West along the apparent northwesterly right-of-way line of F. M. Highway 359, 80.68 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the south corner of the herein described tract, said point being the east corner of an adjoining called 5.237 acre tract recorded in Volume 870, Page 488, Official Records, Waller County, Texas, and described in Volume 478, Page 377, Deed Records, Waller County, Texas;

Thence North 57 degrees 34 minutes 12 seconds West along the common line of the herein described tract and said adjoining called 5.237 acre tract, 217.30 feet to a fence corner post found for angle point;

Thence North 72 degrees 04 minutes 07 seconds West continuing along said common line, 281.69 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for corner;

Thence North 03 degrees 11 minutes 56 seconds West establishing the westerly line of the herein described tract, following an existing fence line, 252.95 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for corner;

Thence North 81 degrees 06 minutes 05 seconds West continuing along said existing fence line, 77.68 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for corner, said point being in the east line of an adjoining called 22.05 acre tract recorded in Volume 587, Page 895, Official Records, Waller County, Texas'

Thence North 09 degrees 42 minutes 41 seconds West along the common line of the herein described tract and said adjoining called 22.05 acre tract, 282.74 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for angle point;

Thence North 37 degrees 27 minutes 27 seconds West continuing along said common line, 359.90 feet to a 1-½ inch iron pipe found for the northwest corner of the herein described tract and said called 21.5512 acre tract, same being the southwest corner of the aforementioned adjoining called 53.8279 acre tract;

Thence North 87 degrees 21 minutes 52 seconds East along the north line of the herein described tract and said called 21.5512 acre tract, same being the south line of said adjoining called 53.8279 acre tract, 1,514.78 feet to the Place of Beginning and containing 19.07 acres of land, more or less.

DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1B OF 1			

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General Notes

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

1. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 1.0001000668.
2. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
3. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
4. 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.
5. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
6. No structure in this subdivision shall be occupied until connected to an individual water supply or a state - approved community water system.
7. This tract lies within Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0350E, Panel 350, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Zone "X" is defined as areas determined to be 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 the surveyor.
   The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ.Quiddity assumes no liability as to the accuracy of the location of the flood zone limits.
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.
9. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid New Life Beginnings, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
   (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
   (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
   (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
   (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
10. No pipeline or pipeline easements exist within the boundaries of the platted area.

DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1C OF 1			

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°00'18"W	48.49'
L2	N21°41'46"W	65.75'
L3	N32°12'38"E	88.11'
L4	N32°12'38"E	174.76'
L5	S21°41'46"E	41.86'
L6	S14°00'18"E	46.47'
L7	S32°51'52"W	80.68'
L8	N57°34'12"W	217.30'
L9	N81°06'05"W	77.68'
L10	N57°47'22"W	114.29'
L11	N27°04'20"W	176.98'
L12	N17°44'50"W	107.98'
L13	N14°26'29"W	90.61'
L14	N32°12'38"E	150.00'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	522.96'	7°58'05"	72.73'	S27°52'17"W	72.67'	36.42'
C2	882.48'	29°40'57"	457.18'	N28°50'46"W	452.08'	233.84'
C3	912.48'	30°07'57"	479.89'	S29°04'16"E	474.37'	245.63'

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DATE: NOVEMBER 2024

SCALE NTS

SHEET 1D OF 1

NEW LIFE SUBDIVISON

OWNER
NEW LIFE BEGINNINGS CHURCH
P.O. BOX 203
PATTISON, TEXAS 77466
281.236.9562

ENGINEER/PLANNER/SURVEYOR:

QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10045100
2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

Certificate of Surveyor

This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

No portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance flood plain as delineated on Waller County Community Panel #480640, dated 2/18/2009.

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



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

I, J. Ross McCall, County Engineer of Waller County, Certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.

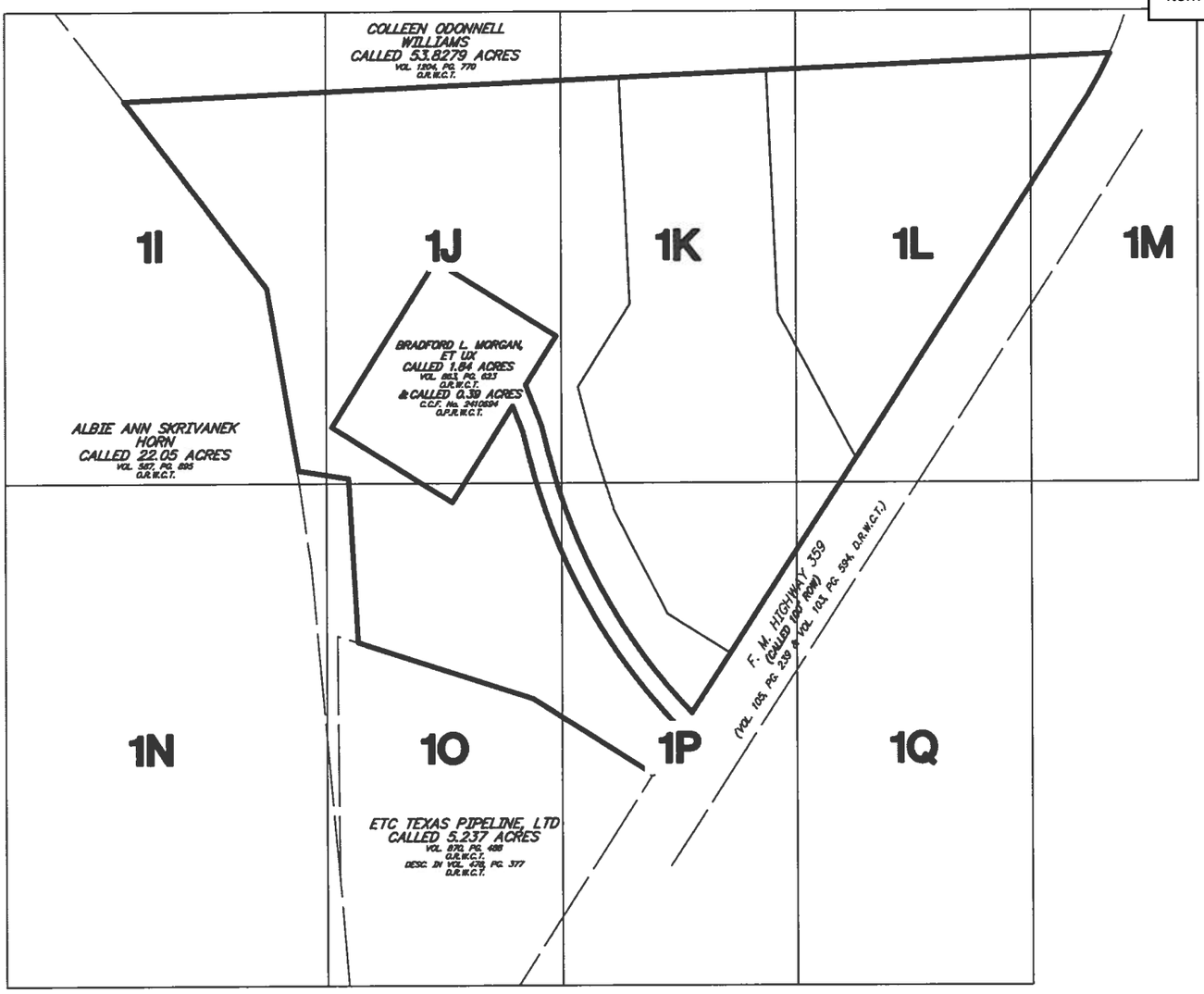
No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

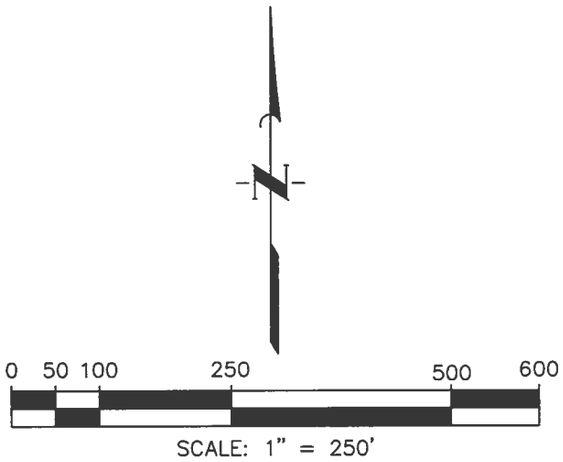
Date

J. Ross McCall, PE
County Engineer

DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE NTS			
SHEET 1E OF 1			

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DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE 1" = 250'			
SHEET 1F OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

We, New Life Beginnings Church acting by and through David Johnson, Elder being an officer of New Life Beginnings Church and , owners hereinafter referred to as Owner of the 19.07 tract described in the above and foregoing map of New Life Subdivision, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision Sunterra where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and to hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

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

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and 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 no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the New Life Chruch Beginnigs has caused these presents to be signed by David Johnson, Elder, thereunto authorize, this 30 day of January, 2025

New Life Church Beginnigs
By: David Johnson
David Johnson
Title Elder

STATE OF TEXAS §

COUNTY OF Austin §

BEFORE ME, the undersigned authority, on this day personally appeared David Johnson, Elder, 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 30 day of January, 2025

Notary Public in and for the State of Texas

Amy Rohan
Print Name

My commission expires: 3-11-26

AMY R. ROHAN
Notary Public, State of Texas
Comm. Expires 03-11-2026
Notary ID 133640906

DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23740 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832 913 4000
SCALE NTS			
SHEET 1G OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office

on _____ , 2024, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 2024.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

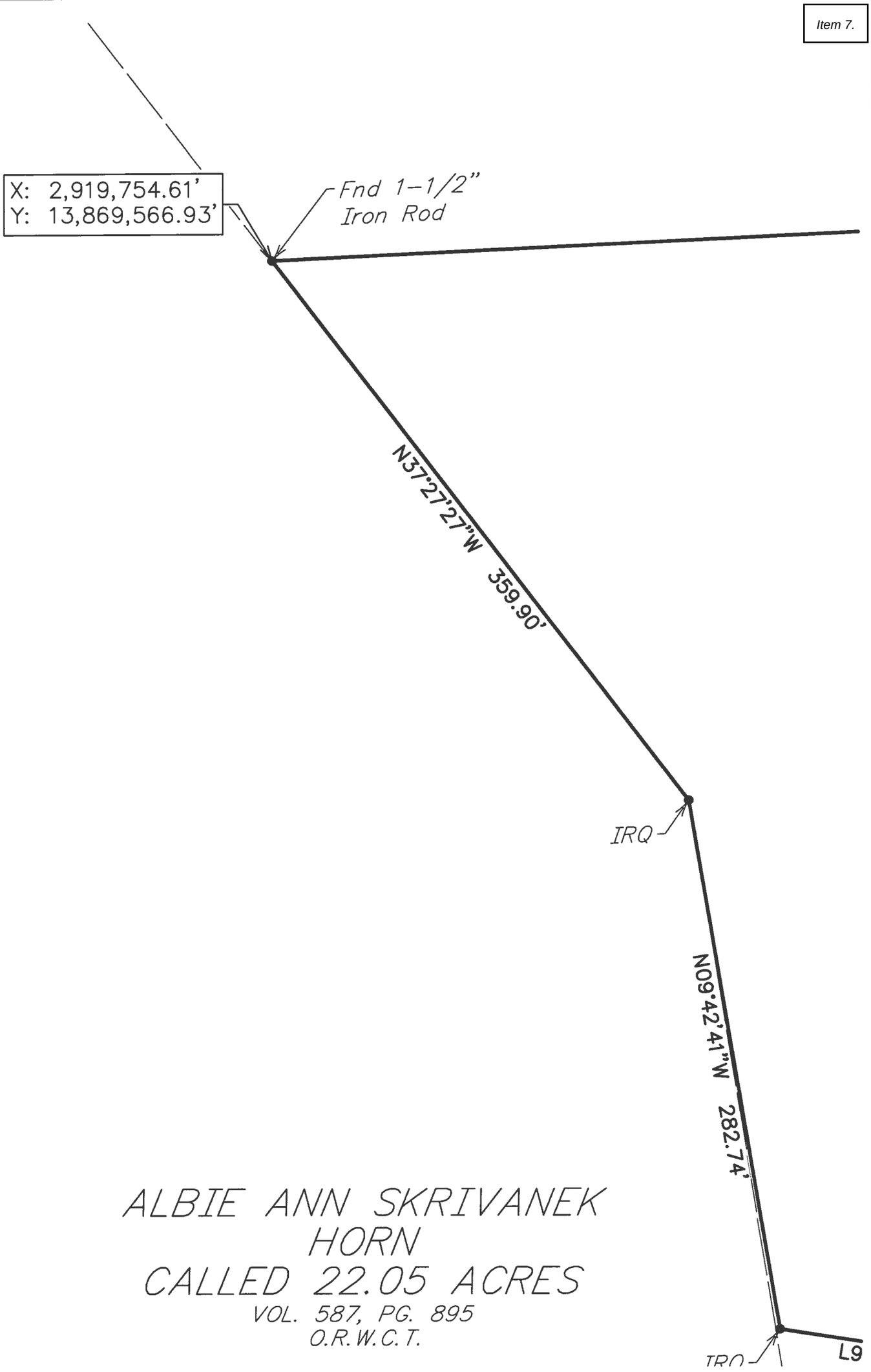
_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: Acceptance of the above plat by the Commissioners Court does not signify Waller County acceptance of the dedicated roads for integration into the County Road System. The developer is required to comply with Sections 5 and 6 of the current Waller County Subdivision and Development Regulations, in this regard.

DATE: NOVEMBER 2024 SCALE NTS SHEET 1H OF 1	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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ALBIE ANN SKRIVANEK HORN
CALLED 22.05 ACRES
VOL. 587, PG. 895
O.R.W.C.T.

DATE: NOVEMBER 2024 SCALE 1" = 60' SHEET 1I OF 1	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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COLLEEN ODONNELL
WILLIAMS
CALLED 53.8279 ACRES
VOL. 1204, PG. 770
O.R.W.C.T.

760.69'

1

LOT 1

Fnd 1/2"
Iron Rod

N57°47'22"W 217.80'

S32°12'38"W 300.00'

BRADFORD L. MORGAN,
ET UX
CALLED 1.84 ACRES
VOL. 863, PG. 623
O.R.W.C.T.
& CALLED 0.39 ACRES
C.C.F. No. 2410694
O.P.R.W.C.T.

N09°42'41"W 282.74'

Fnd 1/2"
Iron Rod

S57°47'22"E 217.80'

L3

L2

IRF

L1

L4

L5

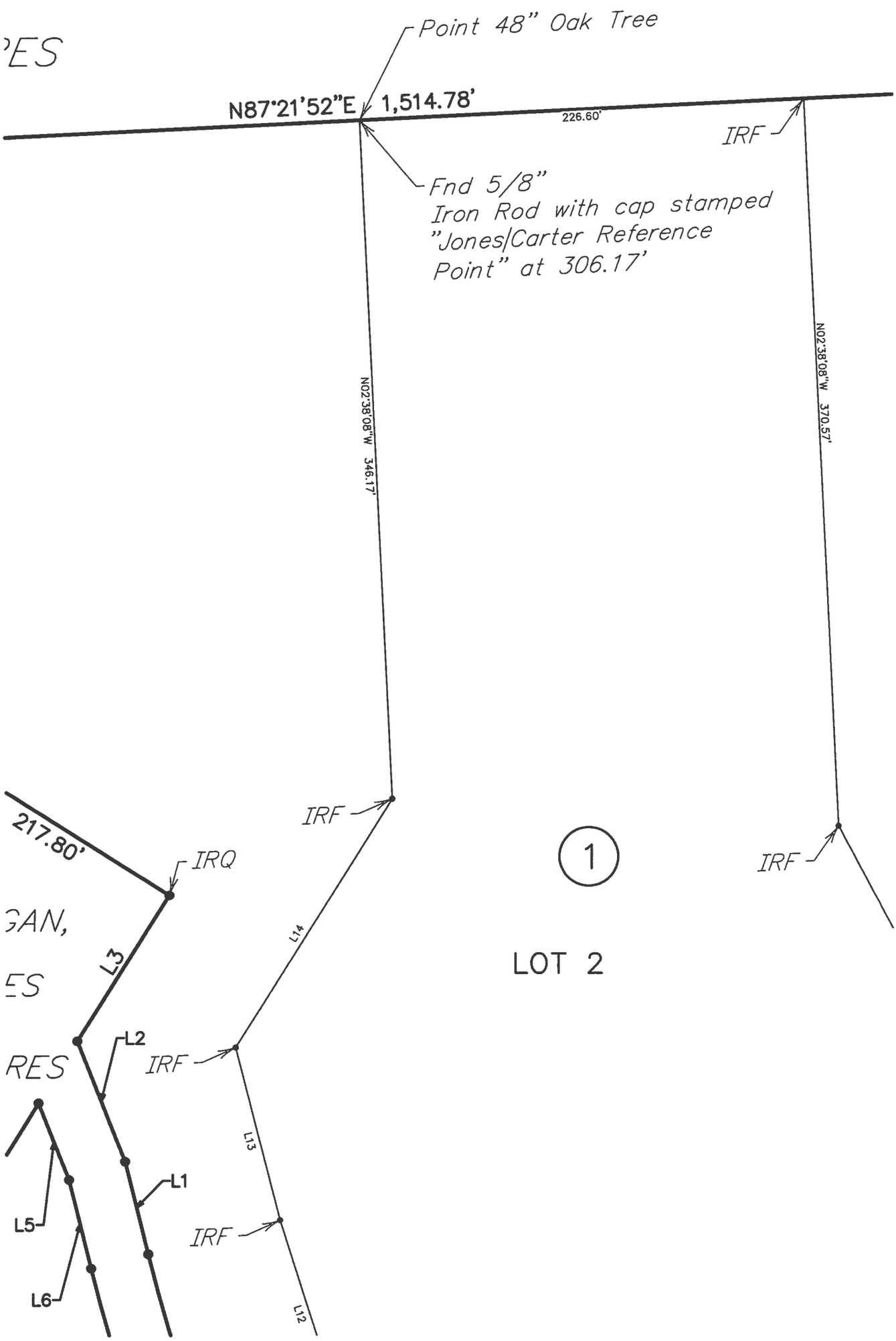
L6

TRO

L9

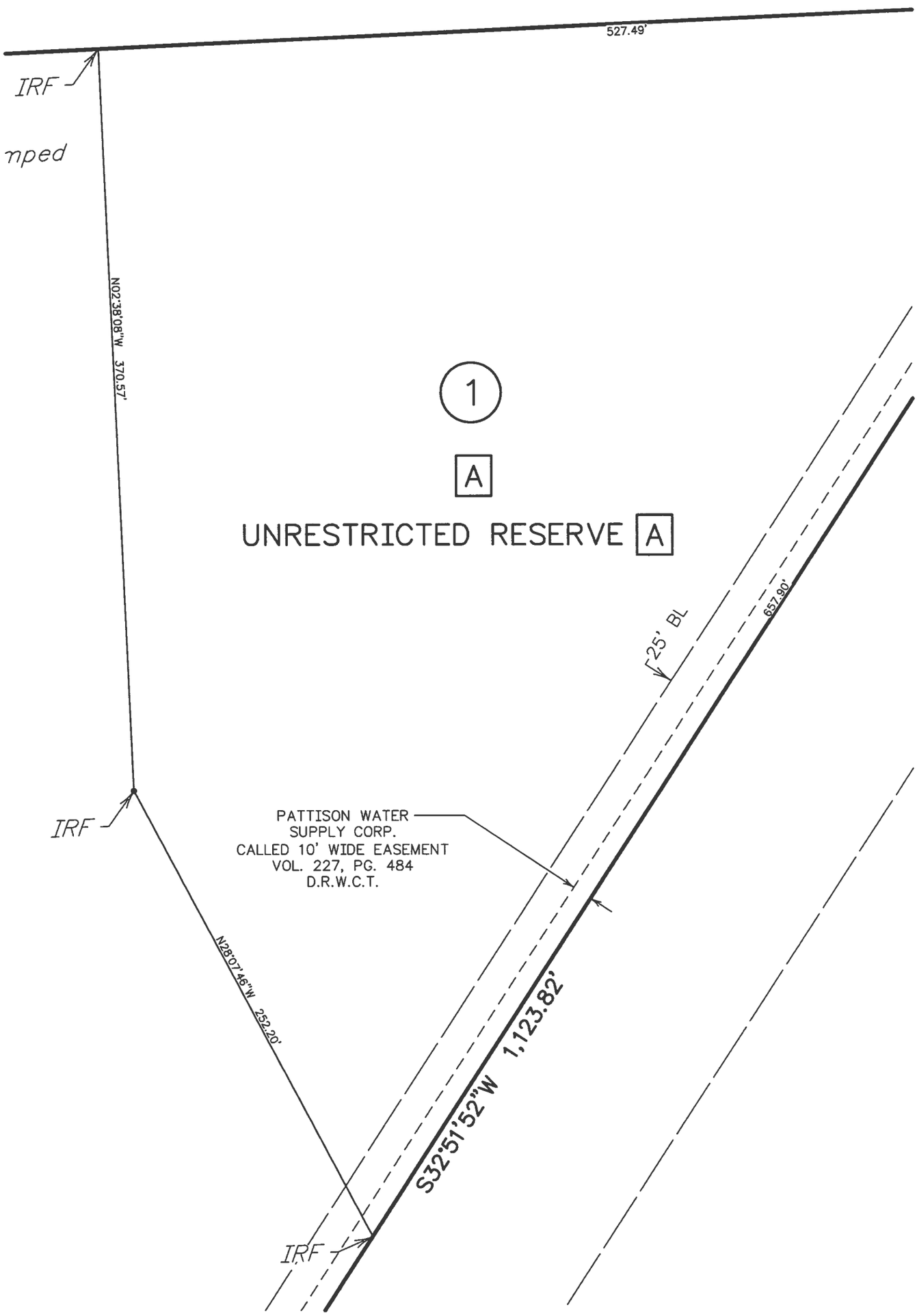
DATE: NOVEMBER 2024 SCALE 1" = 60' SHEET 1J OF 1	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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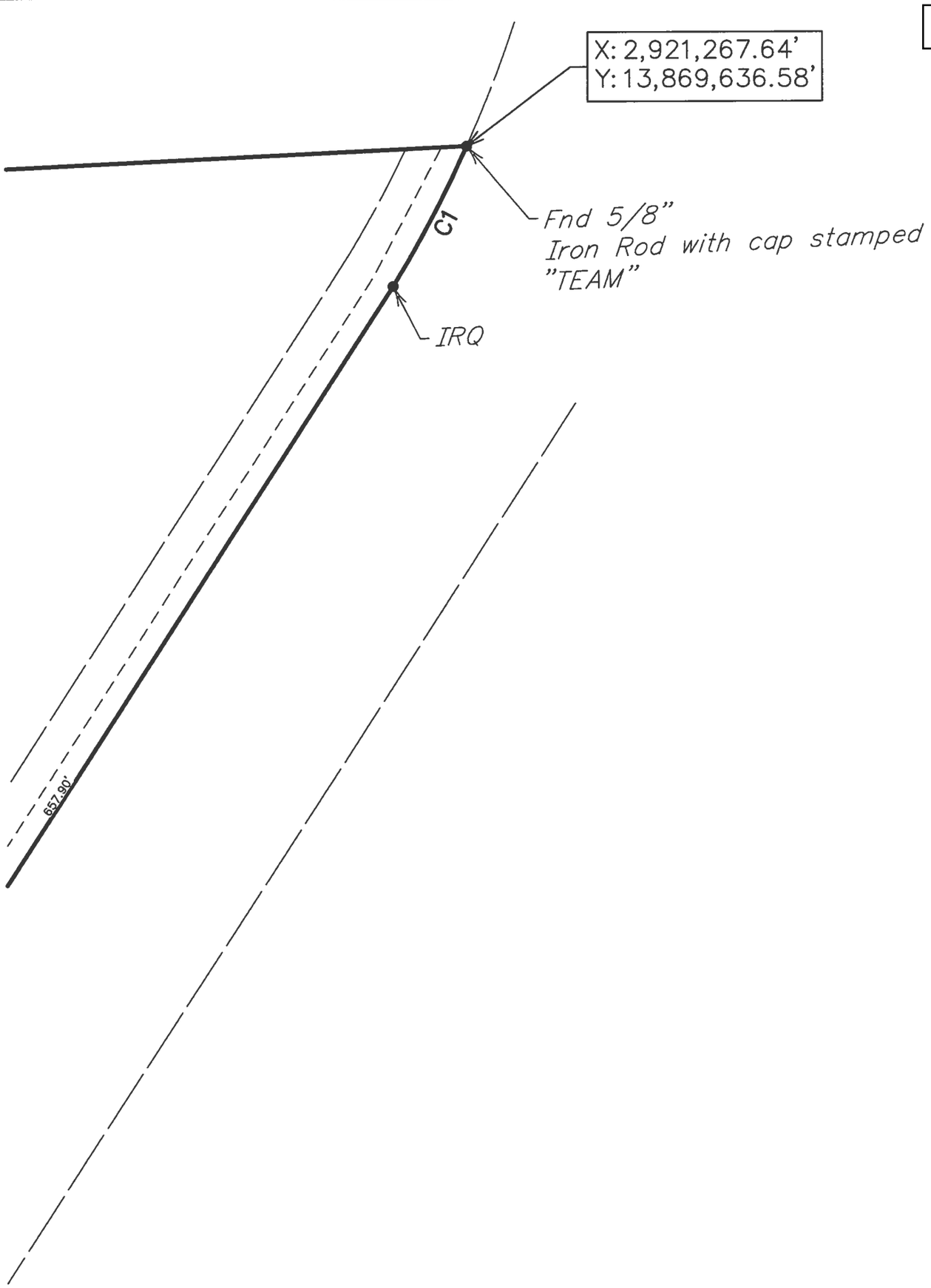
DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1" = 60'			
SHEET 1K OF 1			

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DATE: NOVEMBER 2024 SCALE 1" = 60' SHEET 1L OF 1	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

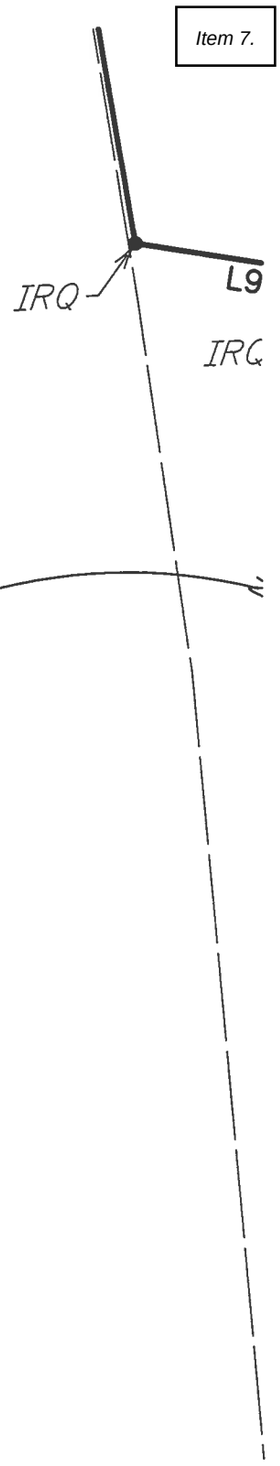
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DATE: NOVEMBER 2024 SCALE 1" = 60' SHEET 1M OF 1	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23190 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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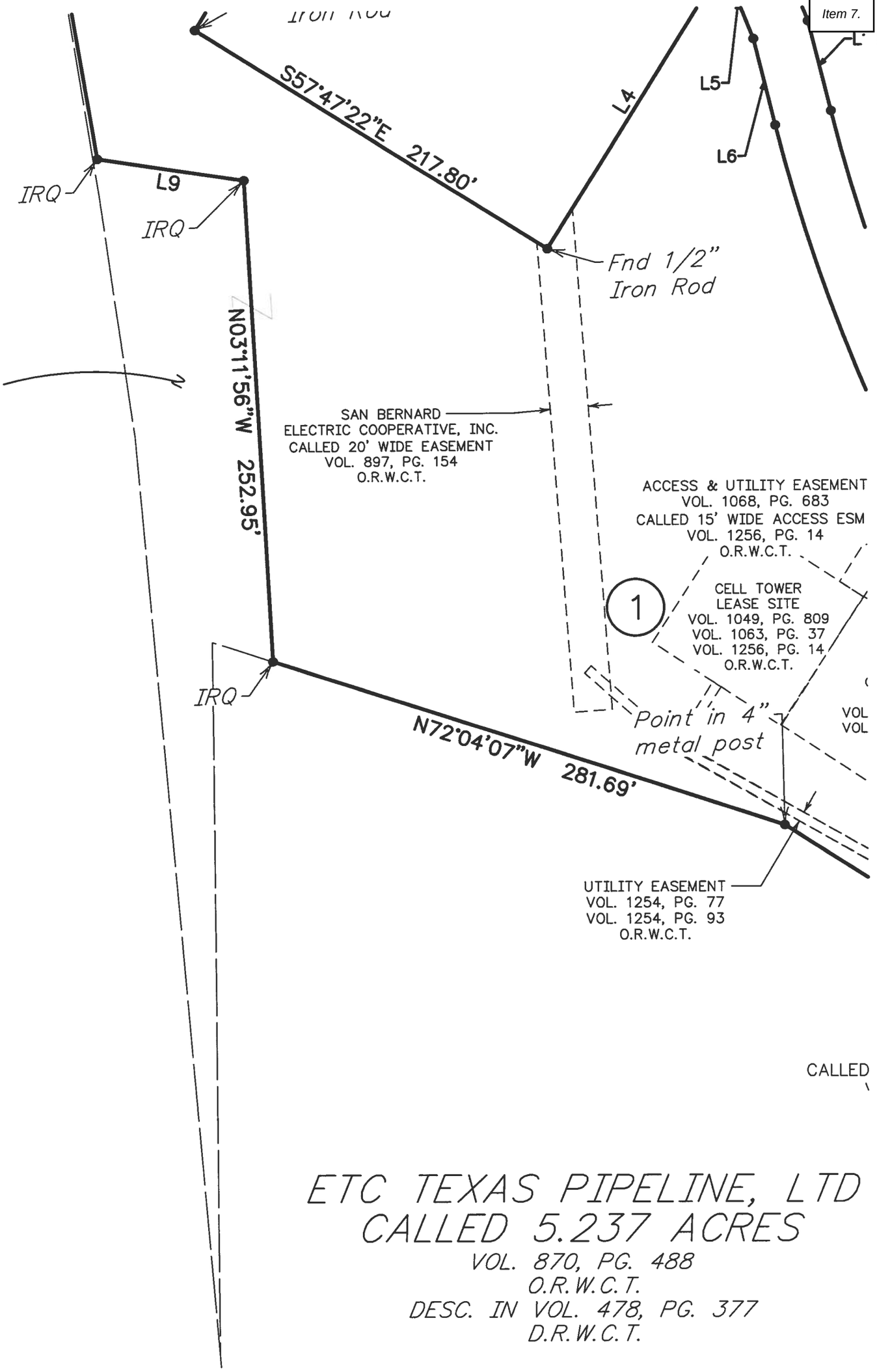
ALBIE ANN SKRIVANEK
HORN
CALLED 22.05 ACRES
VOL. 587, PG. 895
O.R.W.C.T.



AREA OF QUESTIONABLE
OWNERSHIP

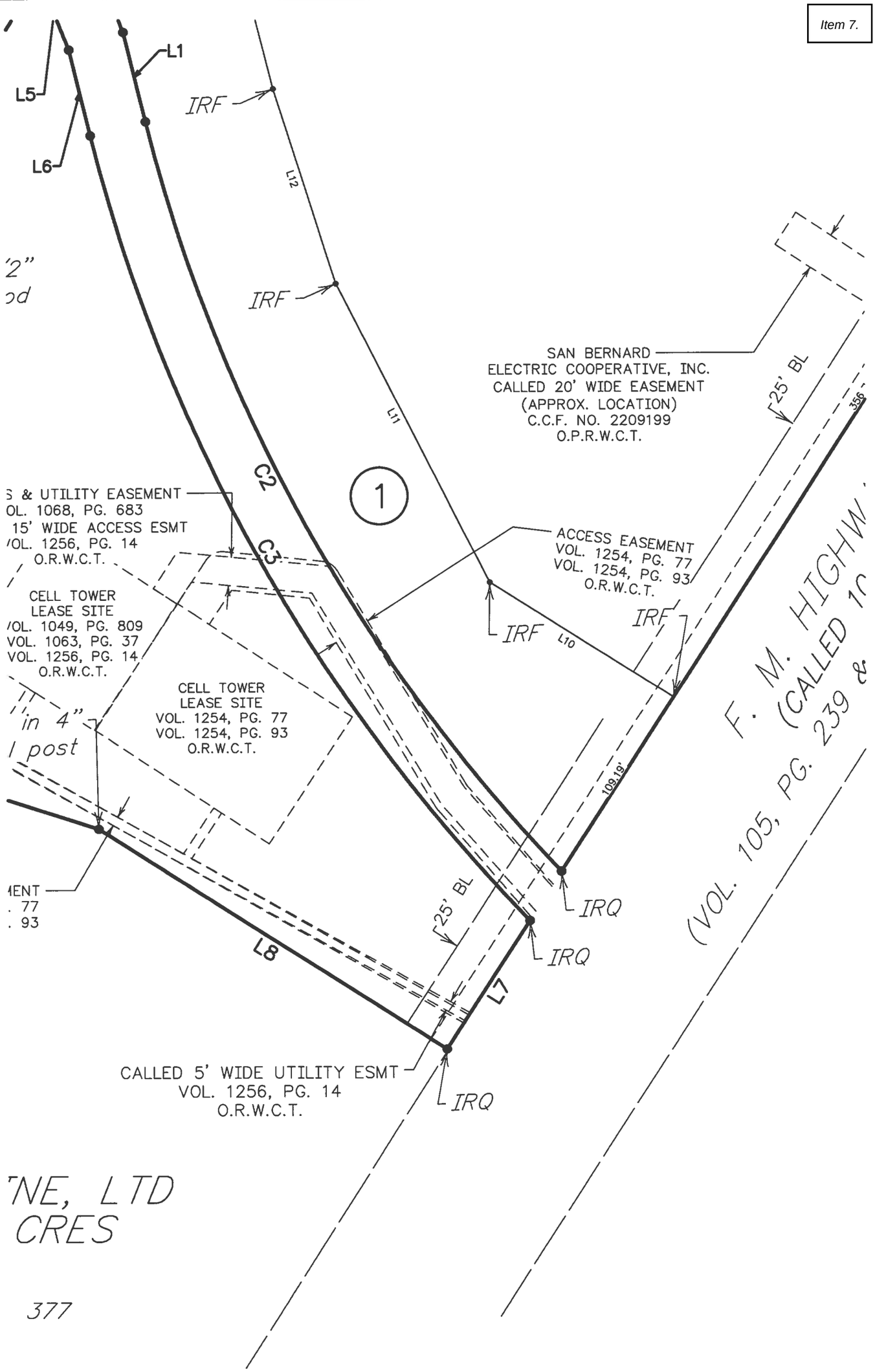
DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2222 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1" = 60'			
SHEET 1N OF 1			

K:\17495\17495-0003-01 New Life Beginnings Subdivision Plat\Project Management\PLATTING\NEW LIFE CHURCH - PLAT.dwg May 14,2025 - 12:45pm CKJ



DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23790 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1" = 60'			
SHEET 10 OF 1			

K:\17495\17495-0003-01 New Life Beginnings Subdivision Plat\Project Management\PLATTING\NEW LIFE CHURCH - PLAT.dwg May 14,2025 - 12:46pm CKJ



DATE: NOVEMBER 2024	NEW LIFE SUBDIVISON	**OWNER** NEW LIFE BEGINNINGS CHURCH P.O. BOX 203 PATTISON, TEXAS 77466 281.236.9562	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1" = 60'			
SHEET 1P OF 1			

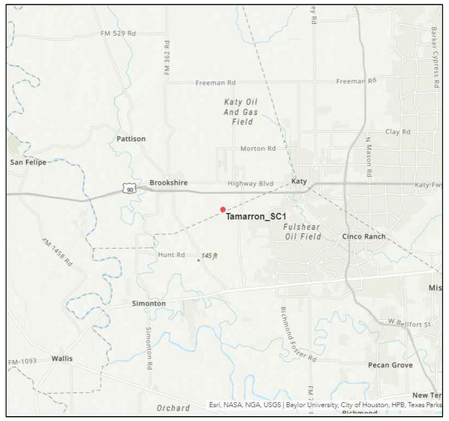
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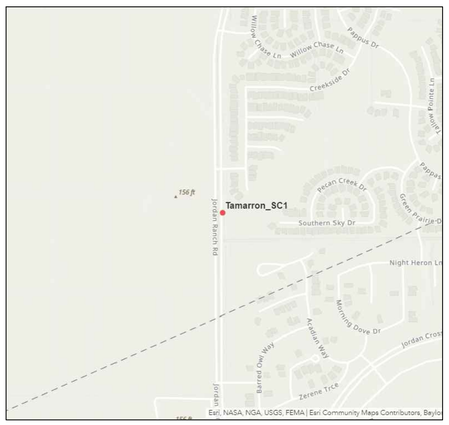
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SCALE 1" = 60'			
SHEET 1Q OF 1			

K:\17495\17495-0003-01 New Life Beginnings Subdivision Plat\Project Management\PLATTING\NEW LIFE CHURCH – PLAT.dwg May 14,2025 – 12:46pm CKJ

LOCATION MAP



VICINITY MAP



Sheet List Table	
Sheet Number	Sheet Title
1	TITLE
2	NOTES
3	TAMARRON_SC1 OVERALL SITE PLAN
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5	TAMARRON_SC1 POWER DESIGN
6	TAMARRON_SC1 POWER DESIGN (2)
7	ELEVATION
8	SPEC SHEET 1
9	SPEC SHEET 2
10	SPEC SHEET 3
11	GROUNDING
12	ONE LINE AND LOAD ANALYSIS
13	DETAILS
14	DETAILS 2
15	TCP
16	SWPPP

SITE NAME:

VERIZON SMALL CELL WALLER CO. PKG 2

verizon

CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

VZW SITE NAME	MGD LOCATION CODE	LAT	LONG	E911 ADDRESS	KEY MAP
TAMARRON_SC1	5000923464	29.762467	-95.901545	1383 JORDAN RANCH BLVD, KATY, TX 77494	482H

*NO WATER, WASTEWATER, OR DRAINAGE PROPOSED IN THIS PLAN SET

CONTRACTOR SHALL COMPLY WITH WALLER COUNTY STREET CUT ORDINANCE

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!!
713-223-4567 (IN HOUSTON)
NEW STATEWIDE NUMBER OUTSIDE HOUSTON
1-800-344-8377

CONTRACTOR SHALL NOTIFY WALLER COUNTY OFFICE OF THE ENGINEERING, 48 HOURS BEFORE STARTING WORK ON THIS PROJECT. TELEPHONE NO. 979-826-7670.

NOTE:
CONTRACTOR MUST FIELD VERIFY EXACT LOCATION AND DEPTH OF ALL EXISTING CENTERPOINT ENERGY UTILITY LINES AND SBC CONDUITS PRIOR TO COMMENCING CONSTRUCTION ON THIS PROJECT.

NOTE:
CONTRACTOR MUST FIELD VERIFY EXACT LOCATION AND DEPTH OF ALL EXISTING CENTERPOINT ENERGY UTILITY LINES AND SBC CONDUITS PRIOR TO COMMENCING CONSTRUCTION ON THIS PROJECT.

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

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PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

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2	04/03/24	3RD SUBMITTAL
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STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
23_V1S-016

TITLE

GENERAL NOTES:

THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMAN LIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.

THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

SITE GROUNDING SHALL COMPLY WITH VERIZON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.

ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.

ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.

ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.

CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.

THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND TOWER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.

ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.

SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.

PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.

RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.

THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3 : 1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. BACK FILL SHALL BE:
   - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;
   - FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
   - IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT 2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
10. FILL PREPARATION:
    REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAT 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACE TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OF OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
13. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.

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PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR
PROPOSED ANTENNA
SITES

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STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED
PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
23_V1S-016

NOTES

FLOODPLAIN:
TAMARRON_SC1 OVERALL SITE PLAN: THE PROPERTY SHOWN HEREON (EITHER TOTAL OR IN PORTION) IS LOCATED IN FLOOD INSURANCE RATE MAP 45473C0350E DATED 2/18/2009 UNSHADED ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL FLOOD CHANCE FLOODPLAIN.

BENCHMARK:
TAMARRON_SC1 OVERALL SITE PLAN: BENCHMARKS SHOWN HEREON REFERENCED TO HARRIS COUNTY FLOODPLAIN MARKER NO. 190073R. FROM THE INTERSECTION OF FROM I-10(WEST) AND PEDERSON RD. GO SOUTH ON TEXAS HERITAGE PARKWAY, GO SOUTH ON TEXAS HERITAGE PARKWAY 0.36 MILES TO THE BRIDGE OVER WILLOW FORK.

NOTE:

ALL EXISTING LANDSCAPING AND OR PRIVATE UTILITIES AFFECTED BY CONSTRUCTION TO BE RESTORED TO ORIGINAL STATE UPON COMPLETION

NOTE:

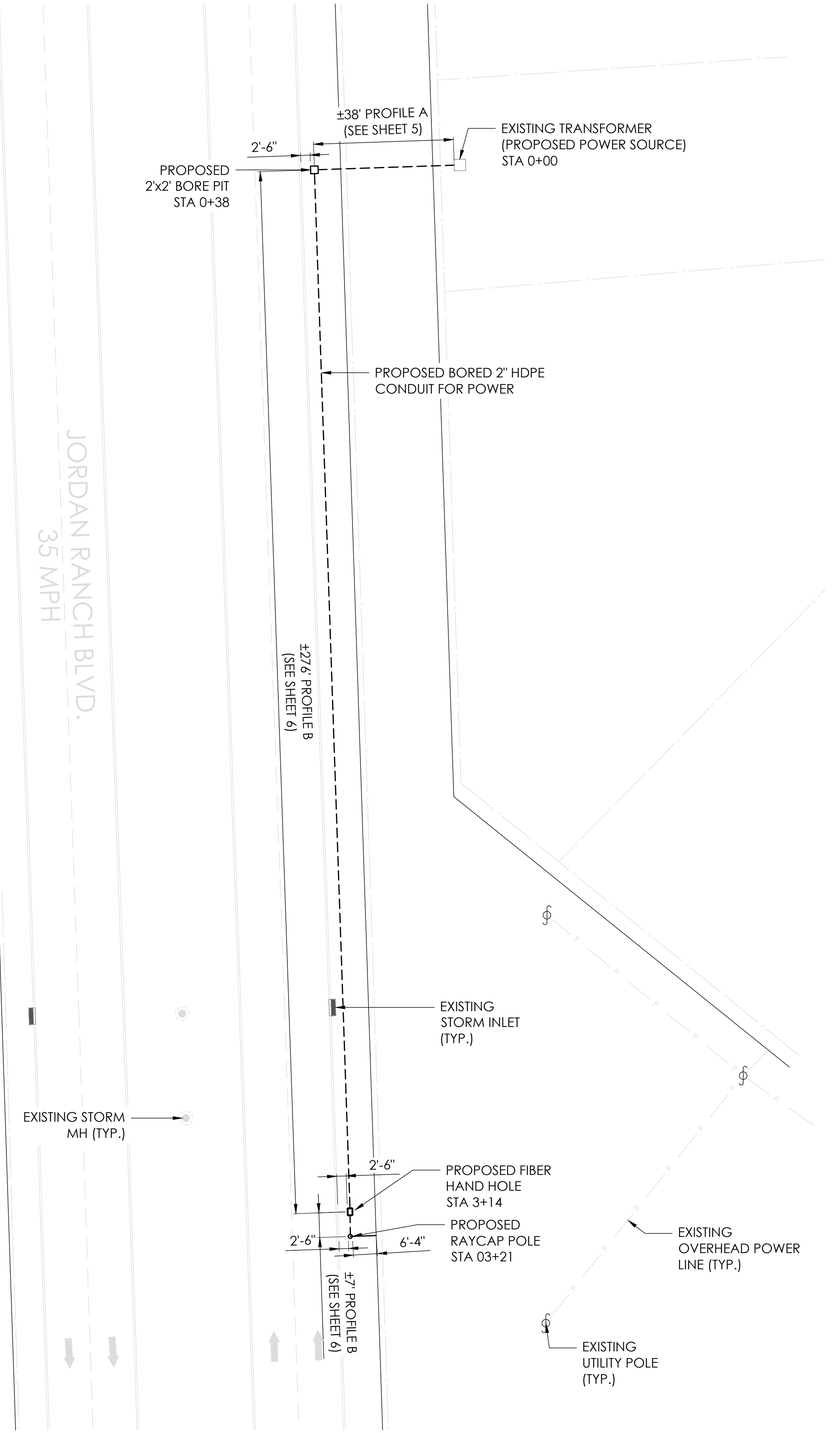
TOTAL ESTIMATED LENGTH OF PROPOSED UNDERGROUND CONDUIT: ±321'

NODE INFORMATION:

LATITUDE/LONGITUDE: 29.762467, -95.901545
E911 ADDRESS: 1383 JORDAN RANCH BLVD.
CITY: CYPRESS
ZIP CODE: 77433
KEY MAP: 482H

POWER SOURCE COORDINATES:

LATITUDE/LONGITUDE: 29.76322202, -95.90142049



TAMARRON_SC1 OVERALL SITE PLAN

10' 5' 0 10'

1"=10' 0" (FULL SIZE) 1"=20'-0" (11x17)



POWER SOURCE
(FOR CONSTRUCTION USE ONLY)

N
W E
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SMALL CELL NODE
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DESIGNED: JG
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CHECKED: JG

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NODE NAME
POWER DESIGN 2

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BENCHMARK:
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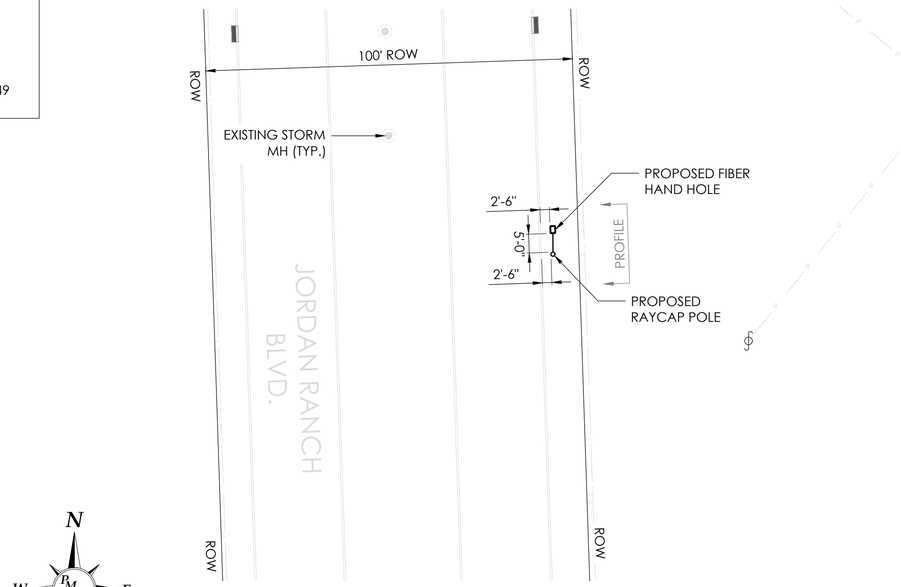
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NODE INFORMATION:

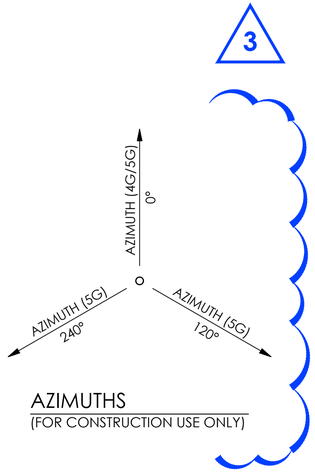
LATITUDE/LONGITUDE: 29.762467, -95.901545
E911 ADDRESS: 1383 JORDAN RANCH BLVD.
CITY: CYPRESS
ZIP CODE: 77433
KEY MAP: 482H

POWER SOURCE COORDINATES:

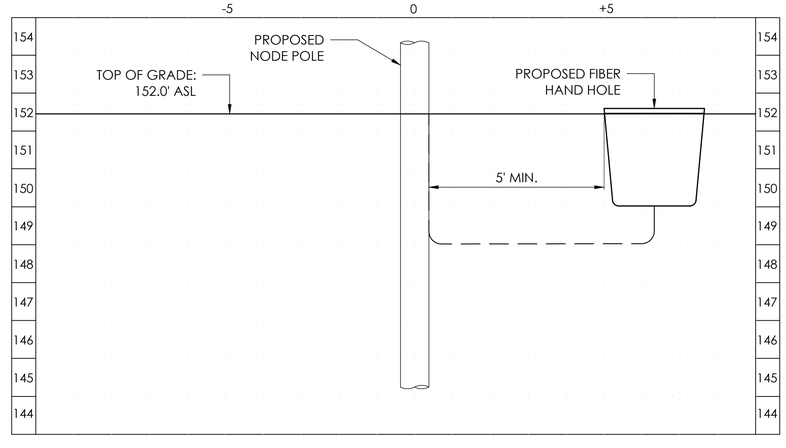
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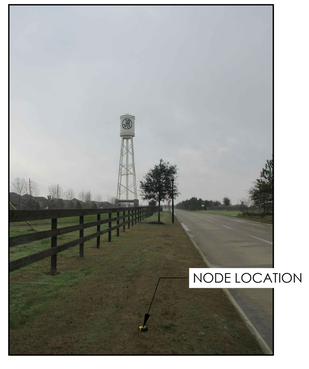
TAMARRON_SC1 SITE PLAN
1"=20'-0" (FULL SIZE)
1"=40'-0" (11x17)
20' 10' 0 20'



AZIMUTHS
(FOR CONSTRUCTION USE ONLY)



TAMARRON_SC1 PROFILE
SCALE: 1" = 2'-0"



SITE PHOTO
(FOR CONSTRUCTION USE ONLY)

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SMALL CELL NODE
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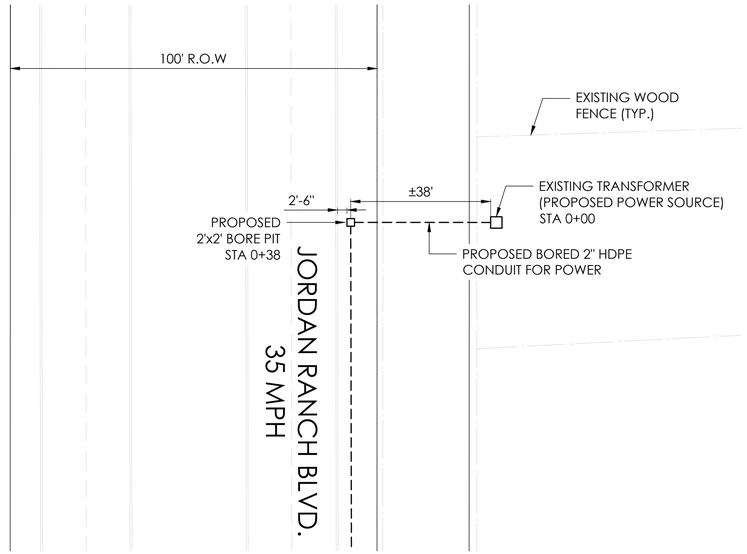
DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
23_V1S-016

NODE NAME
POWER DESIGN 2

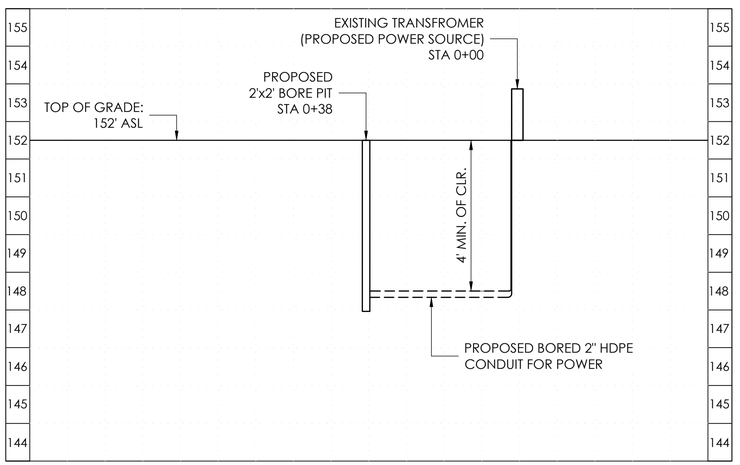
NOTE:

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TAMARRON_SC1 PROFILE A

20' 10' 0 20' 1"=20'-0" (FULL SIZE) 1"=40'-0" (11x17)



TAMARRON_SC1 PROFILE A

2' 1' 0 2' 1"=2'-0" (FULL SIZE) 1"=4'-0" (11x17)

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LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

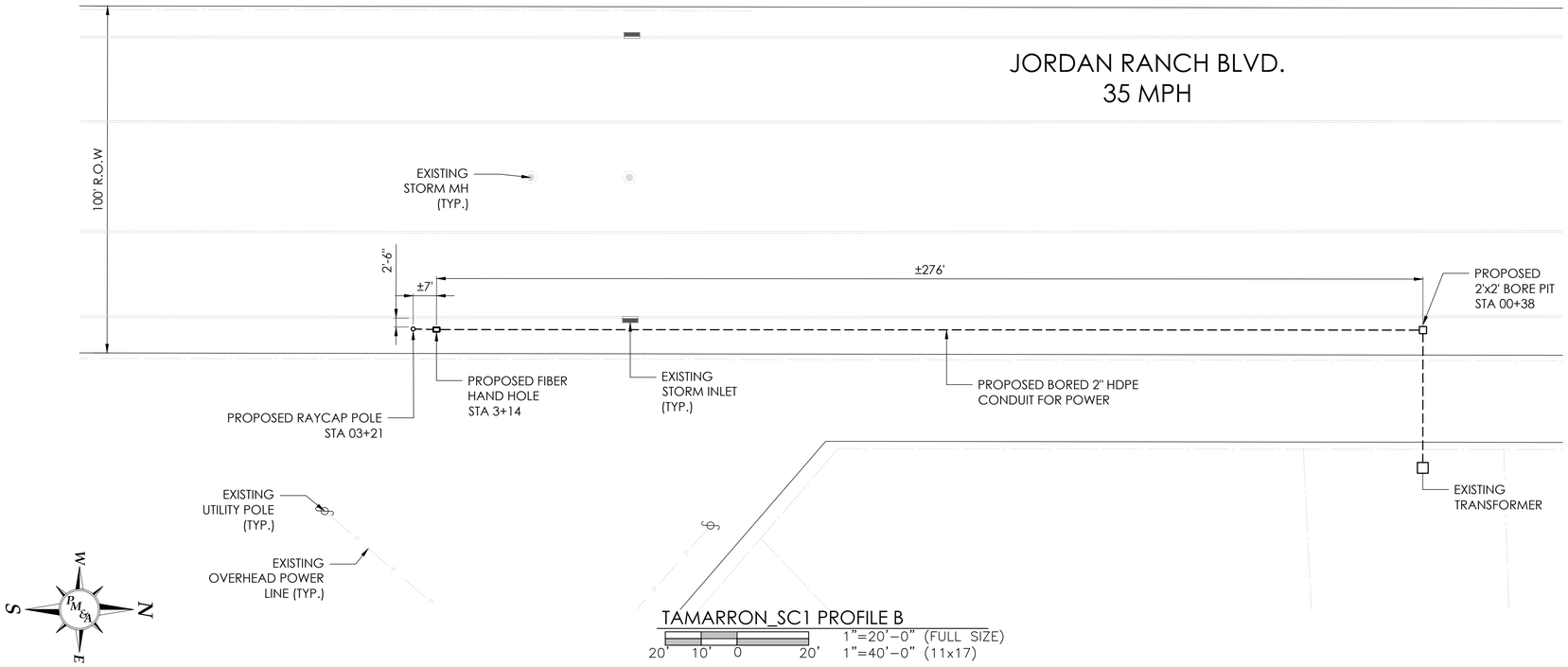
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DRAWN: JG
CHECKED: JG

JOB #: 23_V1S-016

NODE NAME
POWER DESIGN 2

NOTE:

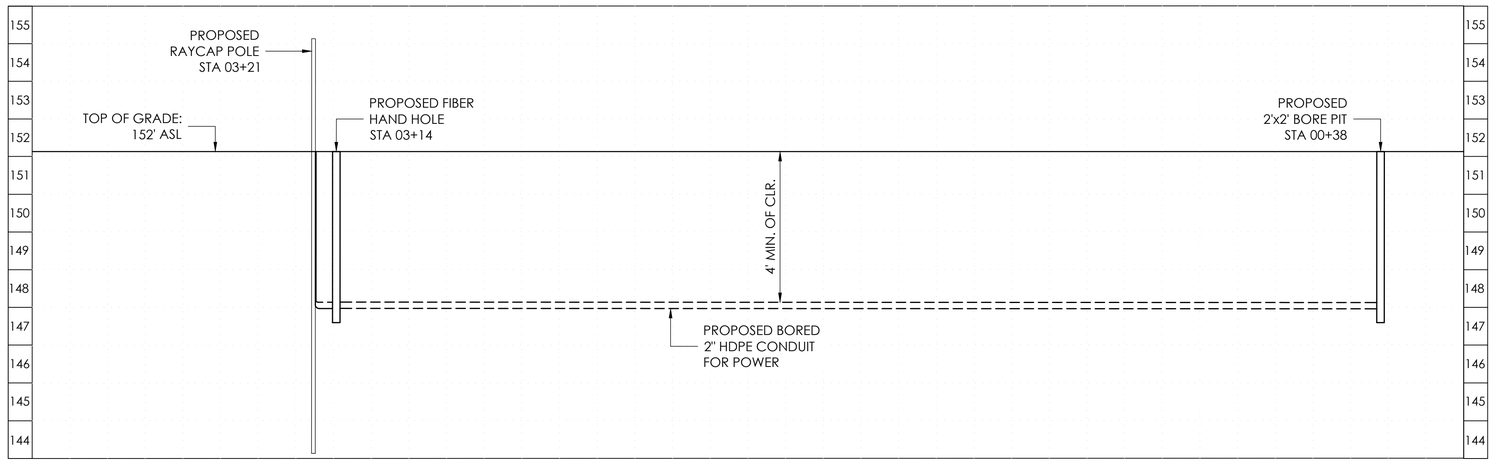
ALL EXISTING LANDSCAPING AND OR PRIVATE UTILITIES AFFECTED BY CONSTRUCTION TO BE RESTORED TO ORIGINAL STATE UPON COMPLETION



TAMARRON_SC1 PROFILE B

20' 10' 0 20'

1"=20'-0" (FULL SIZE)
1"=40'-0" (11x17)



TAMARRON_SC1 PROFILE B

2' 1' 0 2'

1"=2'-0" (FULL SIZE)
1"=4'-0" (11x17)

verizon

P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

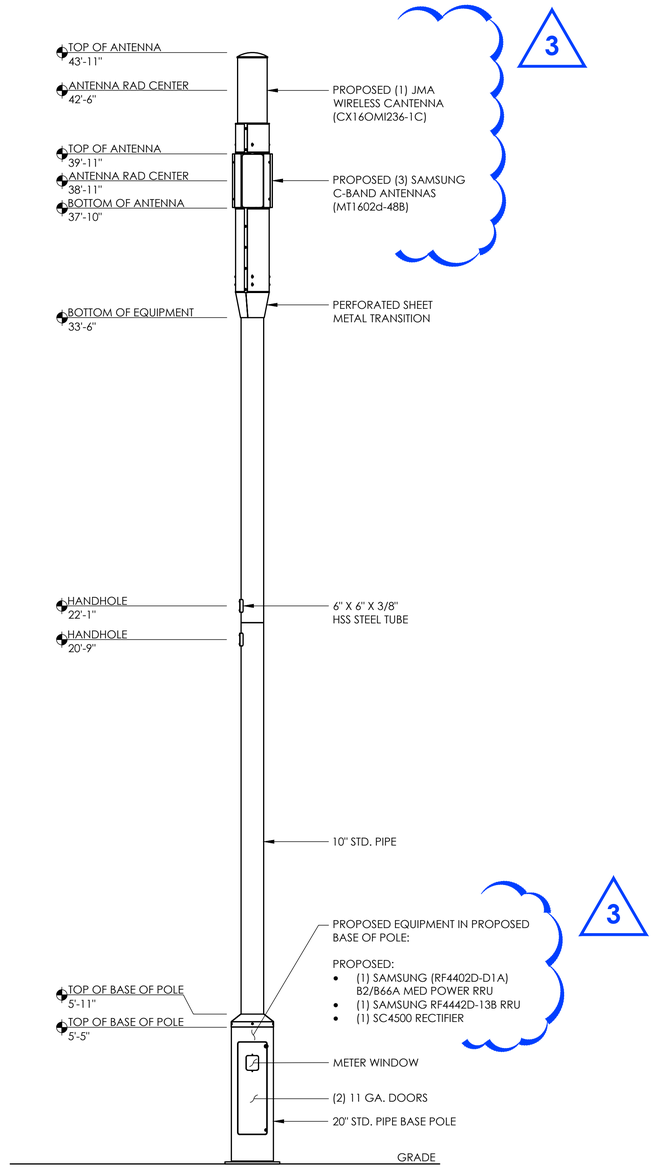
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1	11/28/23	2ND SUBMITTAL
2	04/03/24	3RD SUBMITTAL
3	03/06/25	REV. PER RFDS

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #: 23_V1S-016

NODE NAME
POWER DESIGN 2



ELEVATION VIEW 5G/4G RAYCAP STEALTH POLE
NOT TO SCALE

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

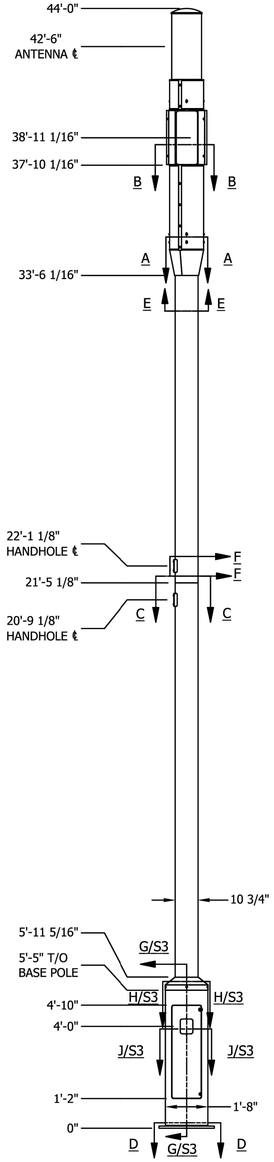
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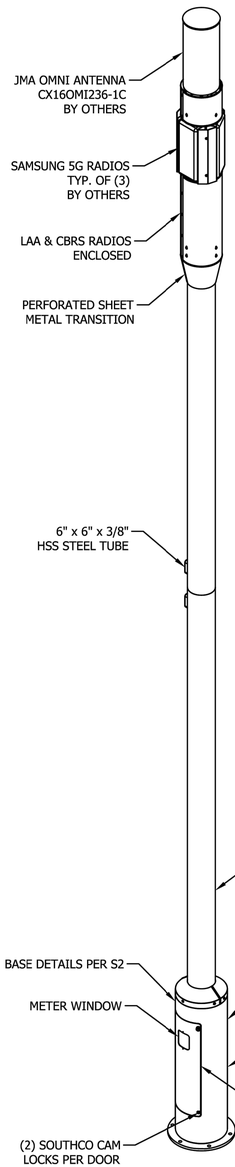
STATE OF TEXAS
PATRICK W. MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #13897

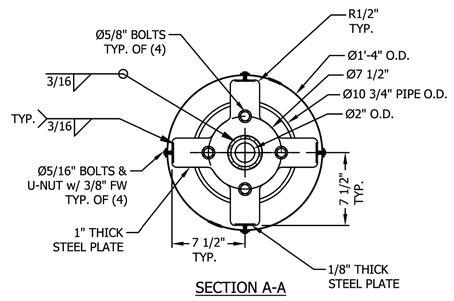
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DRAWN: JG
CHECKED: JG

JOB #:
23_V1S-016

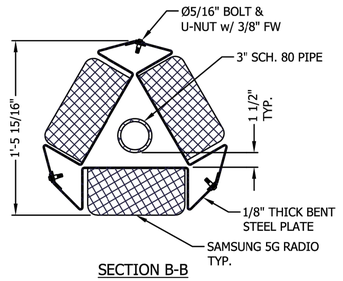
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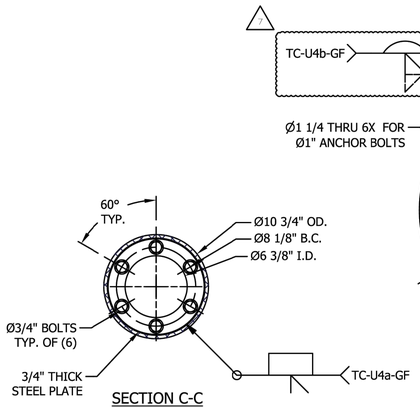




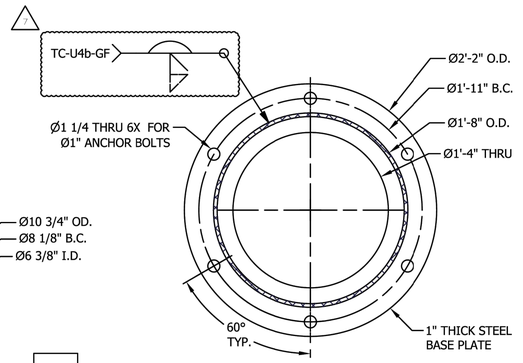
SECTION A-A



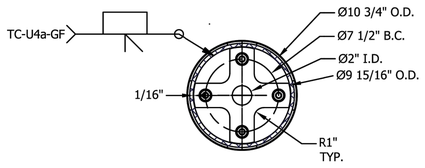
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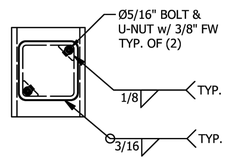
SECTION C-C



SECTION D-D



SECTION E-E



SECTION F-F

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NORTH CHARLESTON, SC 29420 USA
P: (800)-755-0689 F: (843)-207-0207
WWW.STEALTHCONCEALMENT.COM

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STATE OF TEXAS
KRISTOPHER A. MONTGOMERY
103613
LICENSED
PROFESSIONAL ENGINEER

DRAWING NOT TO SCALE. UNLESS SPECIFIED OTHERWISE DIMENSIONS SHOWN ARE IN INCHES
TOLERANCES
DECIMALS X ± 1/16" .XXX ± 0.01"
ANGULAR X ± 0.5°

ASSEMBLY - ELEVATIONS

VERIZON WIRELESS
HOUSTON POLES
HOUSTON, TX

JOB #: VZ19-00656H-31R3
DRAWN: DSP
DESIGNED: ARS
REVISED: NB+C

S1
08-01-19

REVISION 7

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

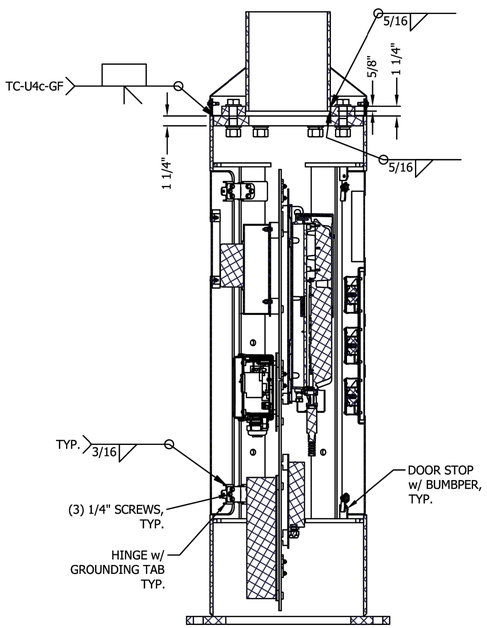
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3	03/06/25	REV. PER RFDS

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED
PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

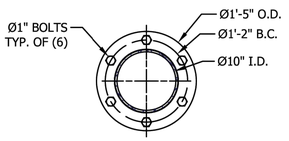
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DRAWN: JG
CHECKED: JG

JOB #: 23_V1S–016

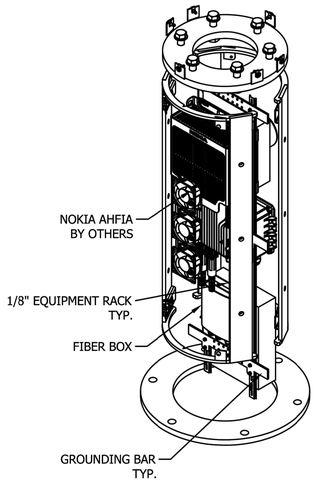
SPEC SHEET 1

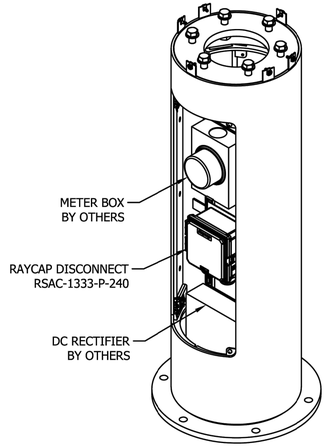


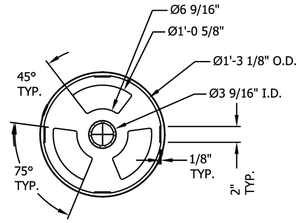
SECTION G/S3-G/S3



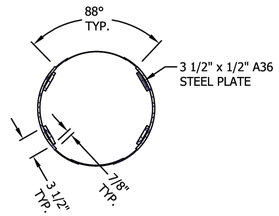
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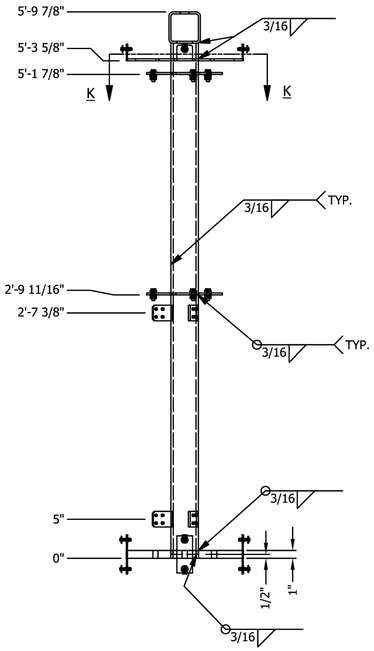


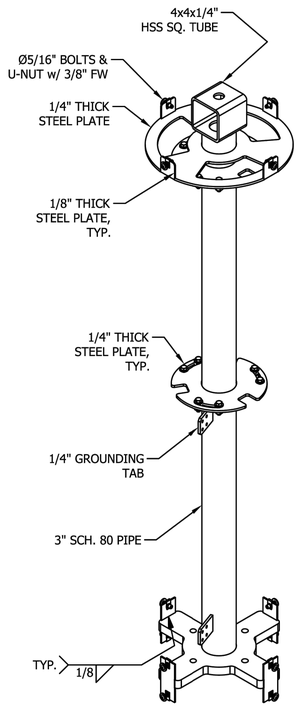


SECTION K-K



SECTION J/S3-J/S3





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STATE OF TEXAS
KYLE RYAN INDIANA
103613
LICENSED PROFESSIONAL ENGINEER

DRAWING NOT TO SCALE. UNLESS SPECIFIED OTHERWISE DIMENSIONS SHOWN ARE IN INCHES
TOLERANCES
DECIMALS: X ± 1/16" .XXX ± 0.01"
ANGULAR: X ± 0.5°

ASSEMBLY - ELEVATIONS

VERIZON WIRELESS
HOUSTON POLES
HOUSTON, TX

JOB #: VZ19-00656H-31R3
DRAWN: DSP
DESIGNED: ARS
REVISED: NB+C

S3
08-01-19
REVISION 7

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR
PROPOSED ANTENNA
SITES

NO.	DATE	REVISIONS
0	06/13/23	1ST SUBMITTAL
1	11/28/23	2ND SUBMITTAL
2	04/03/24	3RD SUBMITTAL
3	03/06/25	REV. PER RFDS

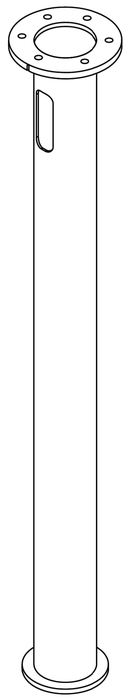
STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

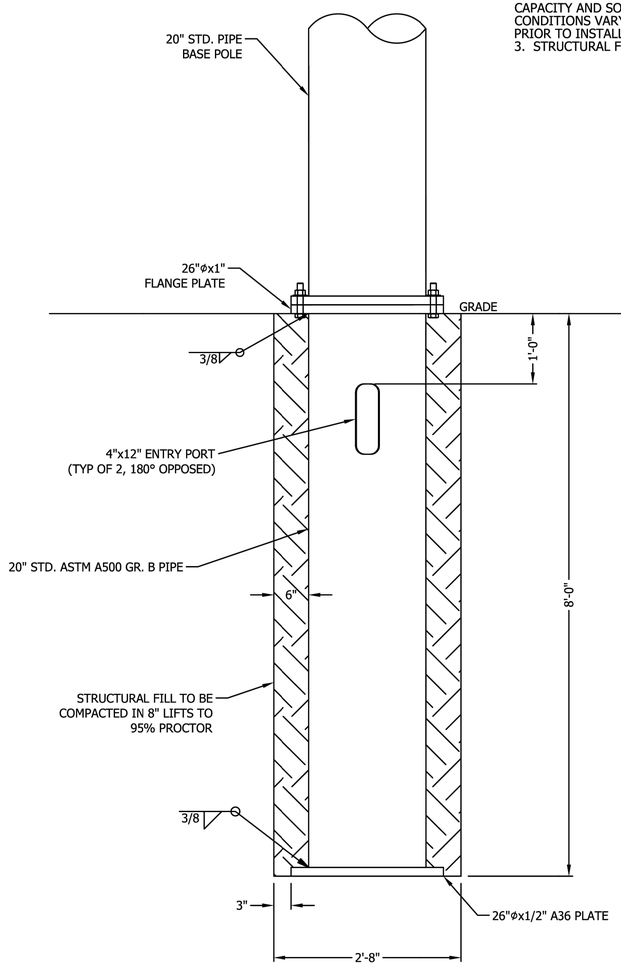
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DRAWN: JG
CHECKED: JG

JOB #: 23_V1S-016

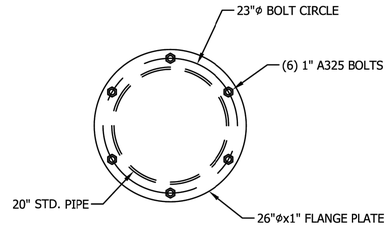
SPEC SHEET 2

NOTE: PIPE EMBEDDED TO THE SOIL WILL REQUIRE PROTECTIVE COATING FROM VALSPAR CORROCOTE™ (CORROCOTE II CLASSIC) TO COMBAT SOIL CONDITION.





FOUNDATION NOTES:
1. THE IN-SITU SOILS ARE ASSUMED TO BE CLASS 4, SAND, CLAYEY SAND, SILTY GRAVEL AND GRAVEL PER TABLE 1806.2 OF THE 2012 INTERNATIONAL BUILDING CODE. ALLOWABLE BEARING CAPACITY AND LATERAL BEARING PRESSURE ARE 2,000 PSF AND 150 PSF/FT BELOW NATURAL GRADE, RESPECTIVELY. A LATERAL BEARING PRESSURE OF 300 PSF/FT (TWO TIMES TABULAR VALUE) HAS BEEN CONSIDERED FOR THE ISOLATED POLE DIRECT-EMBEDMENT ANALYSIS PER SECTION 1806.3.4 OF THE 2012 INTERNATIONAL BUILDING CODE.
2. EXCAVATION SHALL BE PERFORMED IN THE PRESENCE OF A LICENSED GEOTECHNICAL ENGINEER OR JURISDICTION APPROVED INSPECTOR (CONTINUOUS OBSERVATION). THE QUALIFIED SOIL INSPECTOR SHALL VERIFY IN-SITU BEARING CAPACITY AND SOIL CHARACTERISTICS PRIOR TO INSTALLATION OF POLE. IN THE EVENT EXISTING SITE AND/OR SOIL CONDITIONS VARY FROM THE ASSUMPTIONS LISTED ABOVE, THE INSPECTOR SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO INSTALLATION OF POLE.
3. STRUCTURAL FILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DRY DENSITY.



7

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STATE OF TEXAS
KEVIN A. DAMICO
103613
LICENSED
PROFESSIONAL ENGINEER

DRAWING NOT TO SCALE. UNLESS SPECIFIED OTHERWISE DIMENSIONS SHOWN ARE IN INCHES
TOLERANCES
DECIMALS
X ± 1/16"
.XXX ± 0.01"
ANGULAR
X ± 0.5°

44' POLE FOUNDATION DETAILS

VERIZON WIRELESS
HOUSTON POLES
HOUSTON, TX

JOB #: VZ19-00656H-31R3
DRAWN: DSP
DESIGNED: ARS
REVISED: NB+C

S5
08-01-19

REVISION 7

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PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR
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SITES

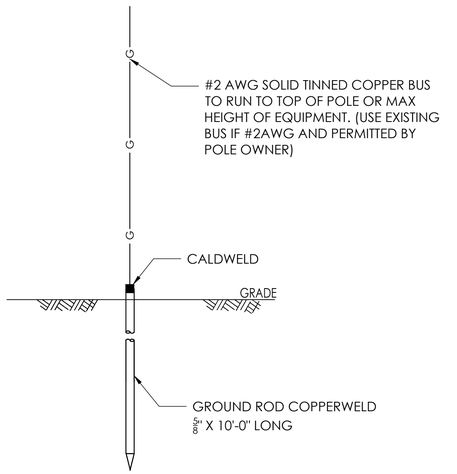
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2	04/03/24	3RD SUBMITTAL
3	03/06/25	REV. PER RFDS

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED
PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

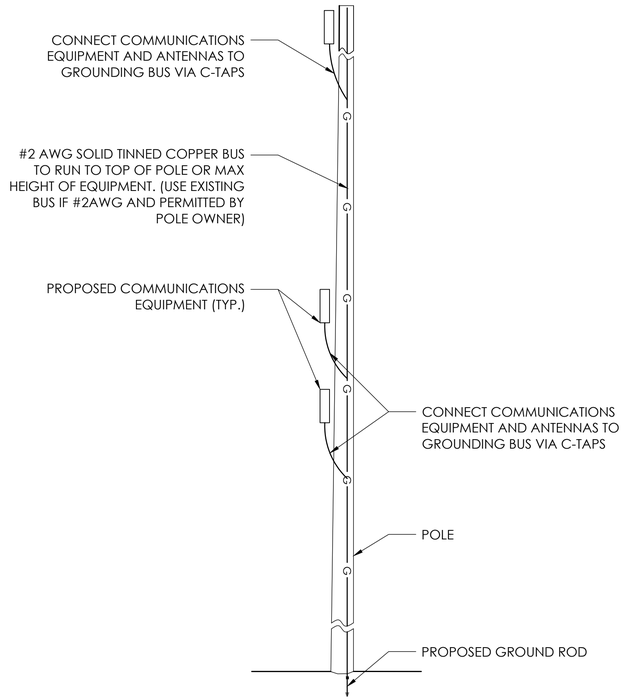
JOB #: 23_V1S-016

SPEC SHEET 3



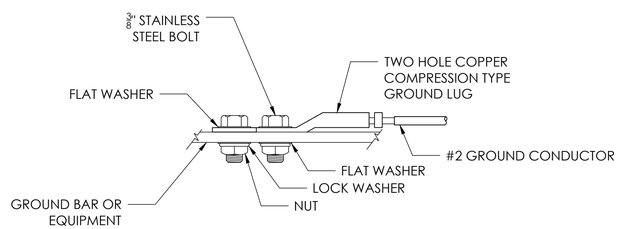
GROUND ROD AND BUS DETAIL

SCALE: N.T.S.



POLE BUS GROUNDING DETAIL

SCALE: N.T.S.



MECHANICAL GROUND CONNECTION

SCALE: N.T.S.

verizon

P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

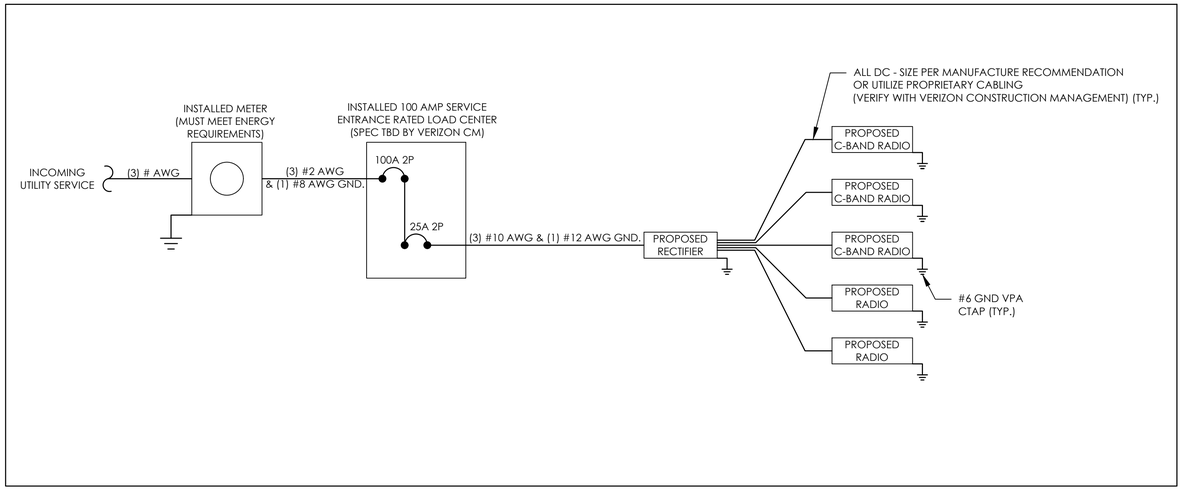
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STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
23_V1S-016

GROUNDING



4G/5G NODE ONE LINE DIAGRAM
NOT TO SCALE

PANEL NAME			LOCATION:	VOLTAGE: 240/120 1Ø							MOUNTING / ENCLOSURE: SURFACE / NEMA 1			
			BASE CABINET	MAIN C/B: 100 AMPS							AVAIL. FAULT CURRENT:			
3/6/2025				BUS RATING: 100 AMPS							SHORT CIRCUIT RATING: 35,000			
AMPS/ POLES	WIRE & CONDUIT	TYPE	DESCRIPTION	KVA	CKT	A		B	CKT	KVA	DESCRIPTION	TYPE	WIRE & CONDUIT	AMPS/ POLES
25/2	3#10, 1#12G, 1/2"C	EQ	PROPOSED RECTIFIER	0.38	1	0.38			2	0.00	SPACE			
			SPACE	0.00	3				4	0.00	SPACE			
			SPACE	0.00	5				6	0.00	SPACE			
			SPACE	0.00	7				8	0.00	SPACE			
			SPACE	0.00	9				10	0.00	SPACE			
			SPACE	0.00	11				12	0.00	SPACE			
				PHASE TOTAL		0.4		0.0		KVA				

TOTAL CONNECTED LOAD	0.4 kVA	2 A
TOTAL DEMAND LOAD	0.5 kVA	2 A

NOTES:

LOAD TYPE	DESCRIPTION	CONN. LOAD KVA	CONN. LOAD AMPS	DEMAND FACTOR	DESIGN LOAD KVA	DESIGN LOAD AMPS
L	LIGHTING	0.0	0.0	1.25	0.0	0.0
R	RECEPTACLE	0.0	0.0	NEC	0.0	0.0
M	MOTOR	0.0	0.0	NEC	0.0	0.0
H	HEATING	0.0	0.0	1.00	0.0	0.0
AC	HVAC	0.0	0.0	1.00	0.0	0.0
EQ	EQUIPMENT	0.4	1.6	1.25	0.5	2.0
E	EXISTING	0.0	0.0	1.25	0.0	0.0

* ALL EQUIPMENT LOADS CONSIDERED CONTINUOUS LOADS

4G/5G LOAD ANALYSIS
NOT TO SCALE

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P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR
PROPOSED ANTENNA
SITES

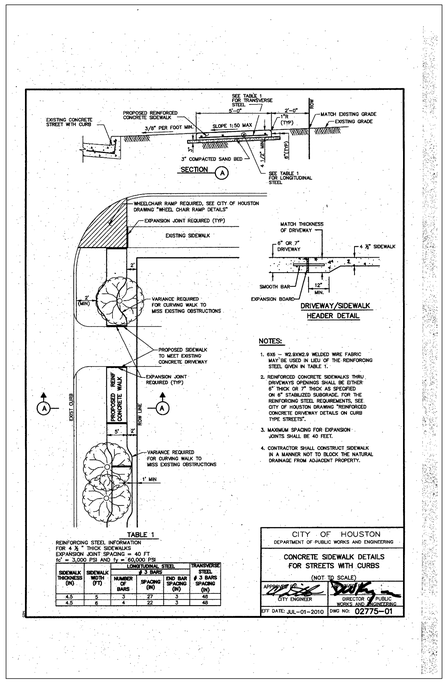
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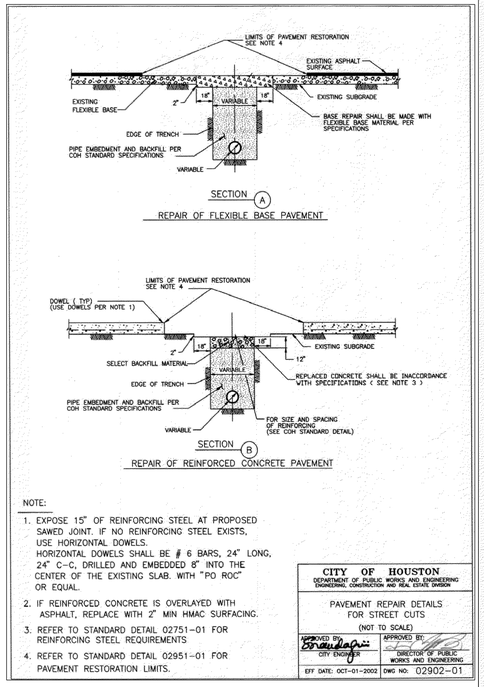
STATE OF TEXAS
PATRICK W. MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

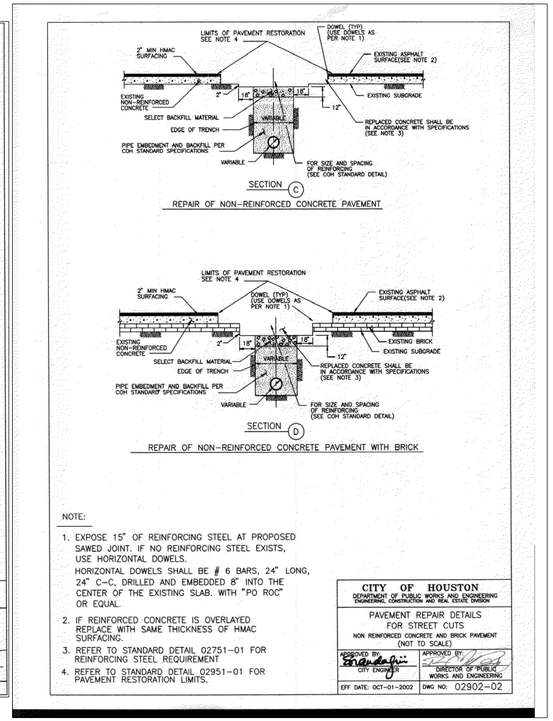
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CHECKED: JG

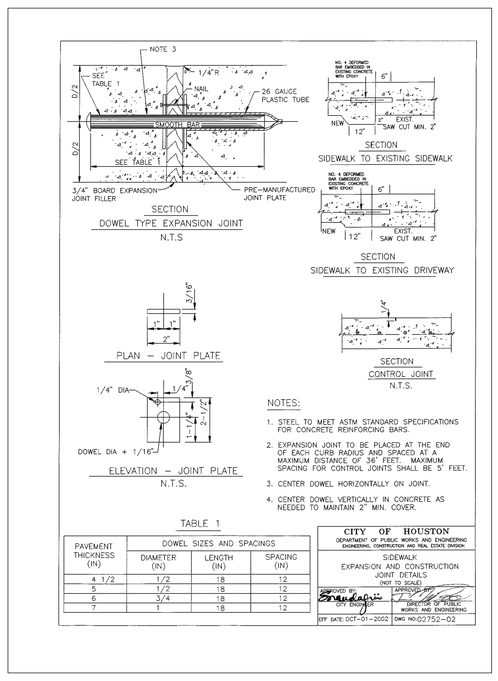
JOB #:
23_V1S-016

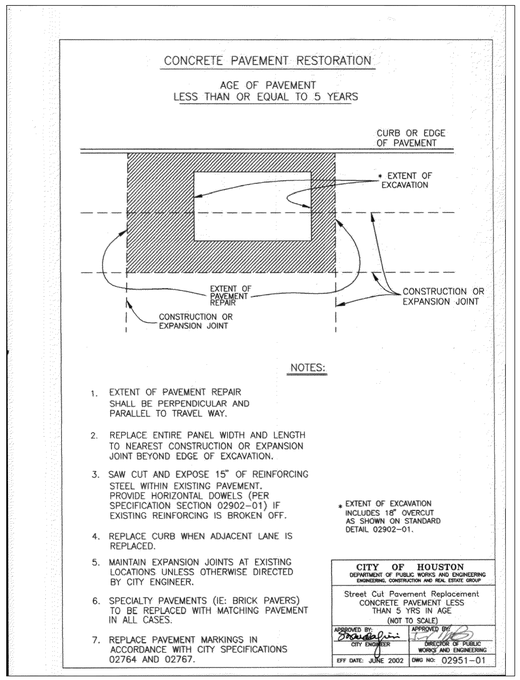
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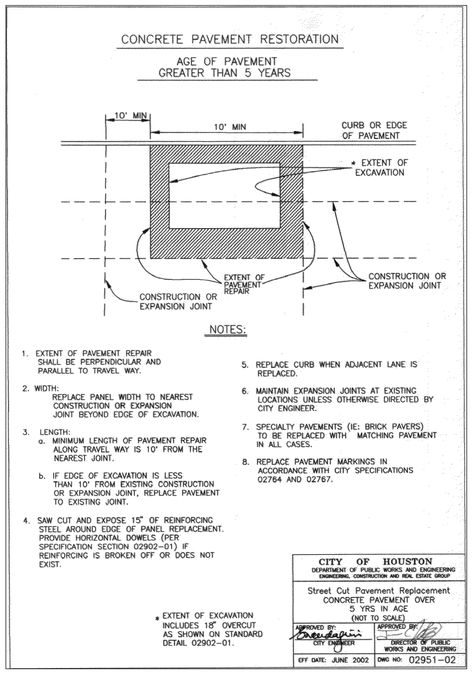


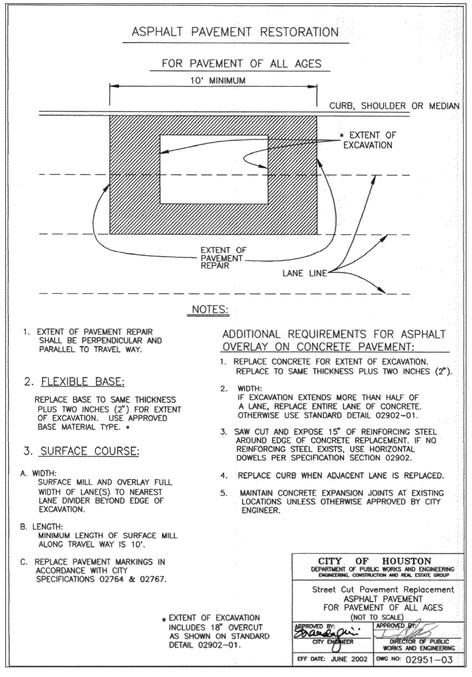












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VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

NO.	DATE	REVISIONS
0	06/13/23	1ST SUBMITTAL
1	11/28/23	2ND SUBMITTAL
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STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

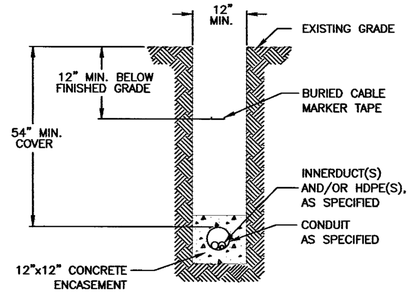
JOB #:
23_V1S–016

DETAILS

GENERAL CONSTRUCTION DETAILS

TYPICAL DETAIL "B" INDUSTRY STANDARD

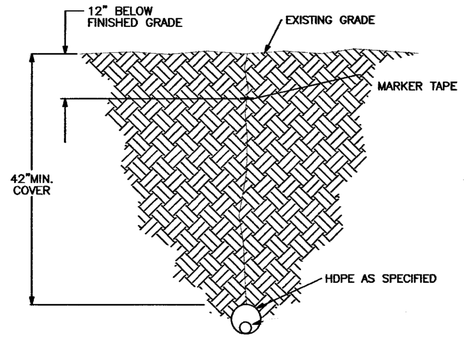
12"x12" CONCRETE ENCASEMENT



NOTE:
BACKFILL MUST BE MADE WITH ROCK FREE MATERIAL.

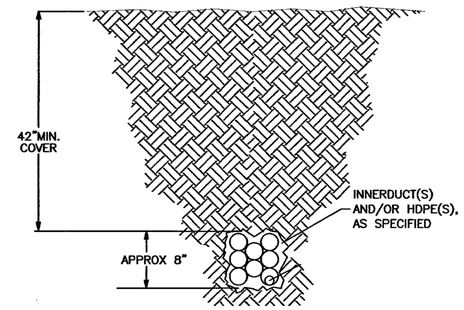
TYPICAL DETAIL "C" INDUSTRY STANDARD

DIRECT BURIED HDPE



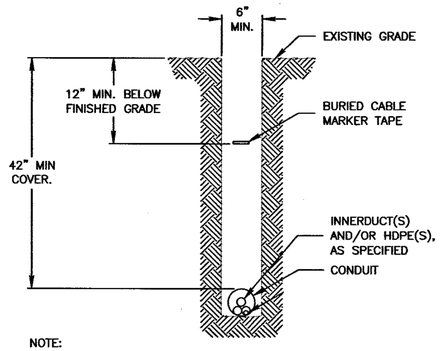
TYPICAL DETAIL "H" INDUSTRY STANDARD

DIRECTIONAL BORE HDPE



TYPICAL DETAIL "A" INDUSTRY STANDARD

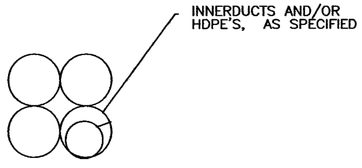
TRENCH PLACEMENT
CONDUIT(S), HDPE(S) OR DIRECT BURIED CABLE.



NOTE:
BACKFILL MUST BE MADE WITH ROCK FREE MATERIAL.

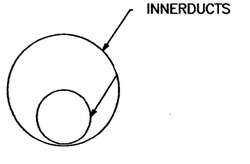
INDUSTRY STANDARD TYPICAL DETAIL "D"

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



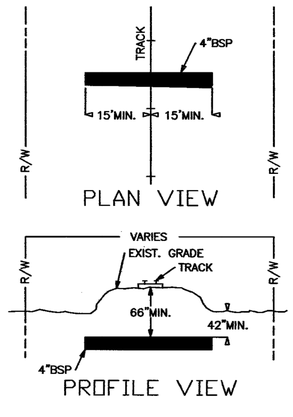
INDUSTRY STANDARD TYPICAL DETAIL "E"

HDPE WITH CABLE CROSS SECTION



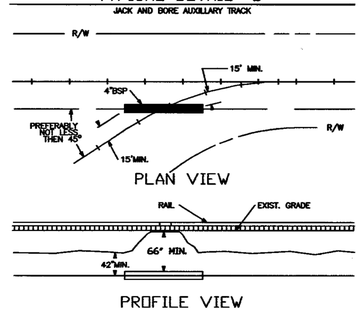
INDUSTRY STANDARD TYPICAL DETAIL "F"

JACK AND BORE MAIN TRACK



INDUSTRY STANDARD TYPICAL DETAIL "G"

JACK AND BORE AUXILLARY TRACK



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STATE OF TEXAS
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FIRM REGISTRATION #13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
23_V1S-016

DETAILS 2

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Arrow board	Shadow vehicle
Arrow board support or trailer (shown facing down)	Sign (shown facing left)
Changeable message sign or support trailer	Surveyor
Channelizing device	Temporary barrier
Crash cushion	Temporary barrier with warning light
Direction of temporary traffic detour	Traffic or pedestrian signal
Direction of traffic	Truck-mounted attenuator
Flagger	Type 3 barricade
High-level warning device (Flag tree)	Warning light
Longitudinal channelizing device	Work space
Luminaire	Work vehicle
Pavement markings that should be removed for a long-term project	

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency

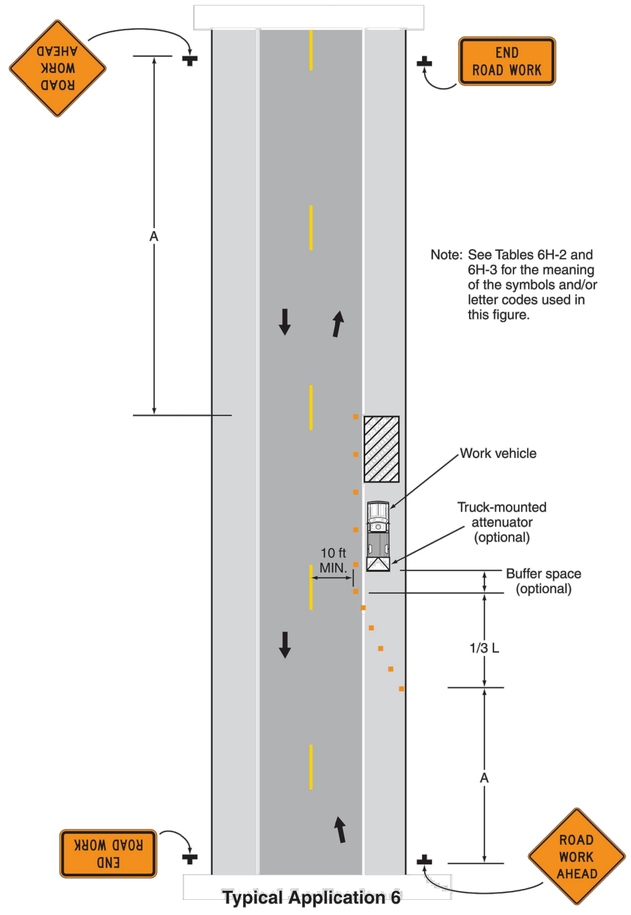
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

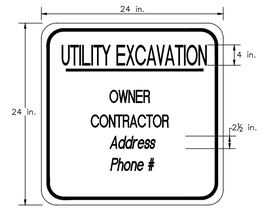
Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 6



THE CONTRACTOR TO PLACE SIGNS PRIOR TO BEGINNING CONSTRUCTION AT THE BEGINNING AND END OF THE PROJECT LIMITS AND AT THE INTERSECTIONS. THE SIGNS ARE TO REMAIN UP 24 HOURS A DAY UNTIL THE UTILITY CONSTRUCTION AND THE PAVEMENT RESTORATION IS COMPLETE.

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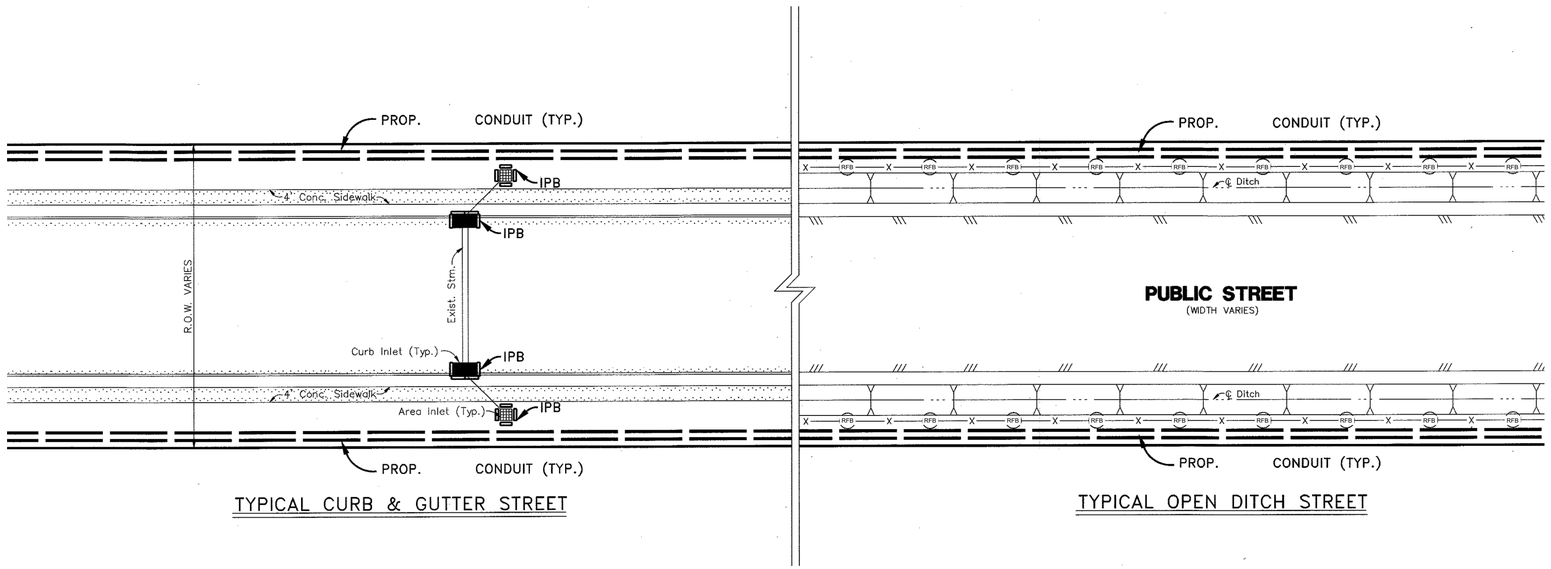
NO.	DATE	REVISIONS
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STATE OF TEXAS
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DESIGNED: JG
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JOB #:
23_V1S-016

TCP



TYPICAL CURB & GUTTER STREET

TYPICAL OPEN DITCH STREET

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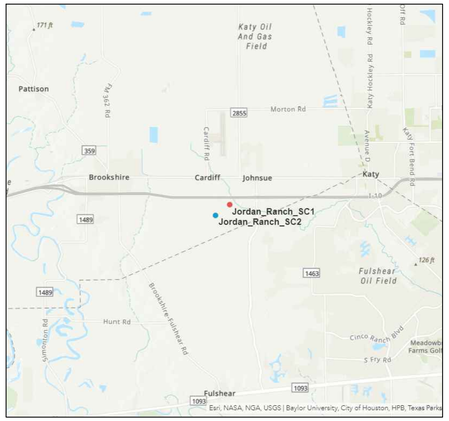
STATE OF TEXAS
PATRICK W MARSHALL
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LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

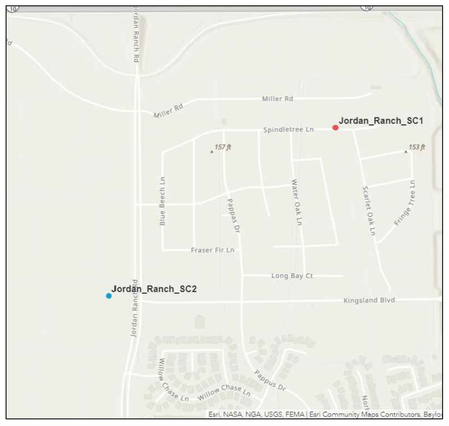
JOB #:
23_V1S-016

SWPPP

LOCATION MAP



VICINITY MAP



Sheet List Table	
Sheet Number	Sheet Title
1	TITLE
2	NOTES
3	JORDAN RANCH SC1
~~4~~	~~JORDAN RANCH SC2~~
5	ONE LINE AND LOAD ANALYSIS
6	GROUNDING
7	DETAILS
8	DETAILS 2
9	TCP
10	SWPPP

SITE NAME:

VERIZON SMALL CELL WALLER CO. PKG 1

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CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

VZW SITE NAME	MGD LOCATION CODE	LAT	LONG	E911 ADDRESS	KEY MAP
JORDAN_RANCH_SC1	5000923518	29.773997	-95.895152	2087 SPINDLETREE LANE, BROOKSHIRE, TX 77423	483A
~~JORDAN_RANCH_SC2~~	~~5000928528~~	~~29.769451~~	~~-95.902183~~	~~30631 KINGSLAND BLVD, BROOKSHIRE, TX 77423~~	~~482H~~

JORDAN_RANCH_SC2 REMOVED FROM PACKAGE

*NO WATER, WASTEWATER, OR DRAINAGE PROPOSED IN THIS PLAN SET

CONTRACTOR SHALL COMPLY WITH WALLER COUNTY STREET CUT ORDINANCE

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!!
713-223-4567 (IN HOUSTON)
NEW STATEWIDE NUMBER OUTSIDE HOUSTON
1-800-344-8377

CONTRACTOR SHALL NOTIFY WALLER COUNTY OFFICE OF THE ENGINEERING, 48 HOURS BEFORE STARTING WORK ON THIS PROJECT. TELEPHONE NO. 979-826-7670.

NOTE:
CONTRACTOR MUST FIELD VERIFY EXACT LOCATION AND DEPTH OF ALL EXISTING CENTERPOINT ENERGY UTILITY LINES AND SBC CONDUITS PRIOR TO COMMENCING CONSTRUCTION ON THIS PROJECT.

NOTE:
CONTRACTOR MUST FIELD VERIFY EXACT LOCATION AND DEPTH OF ALL EXISTING CENTERPOINT ENERGY UTILITY LINES AND SBC CONDUITS PRIOR TO COMMENCING CONSTRUCTION ON THIS PROJECT.

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

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12

STATE OF TEXAS
PATRICK W. MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #-13897
08/14/24

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
PKG 1

TITLE

GENERAL NOTES:

THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMAN LIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.

THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

SITE GROUNDING SHALL COMPLY WITH VERIZON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.

ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.

ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.

ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.

CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.

THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND TOWER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.

ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.

SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.

PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.

RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.

THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3 : 1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. BACK FILL SHALL BE:
   - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;
   - FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
   - IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT 2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
10. FILL PREPARATION:
    REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAT 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACE TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OF OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
13. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.

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P. MARSHALL & ASSOCIATES

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04/04/23
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
PKG 1

NOTES

FLOODPLAIN:
JORDAN RANCH SC1: THE PROPERTY SHOWN HEREON (EITHER TOTAL OR IN PORTION) IS LOCATED IN FLOOD INSURANCE RATE MAP 48157C0085M DATED 1/29/2021 UNSHADED ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL FLOOD CHANCE FLOODPLAIN.

BENCHMARK:
JORDAN RANCH SC1: BENCHMARKS SHOWN HEREON REFERENCED TO HARRIS COUNTY FLOODPLAIN MARKER NO. 190073R. FROM THE INTERSECTION OF FROM I-10(WEST) AND PEDERSON RD. GO SOUTH ON TEXAS HERITAGE PARKWAY, GO SOUTH ON TEXAS HERITAGE PARKWAY 0.36 MILES TO THE BRIDGE OVER WILLOW FORK.

NODE INFORMATION:

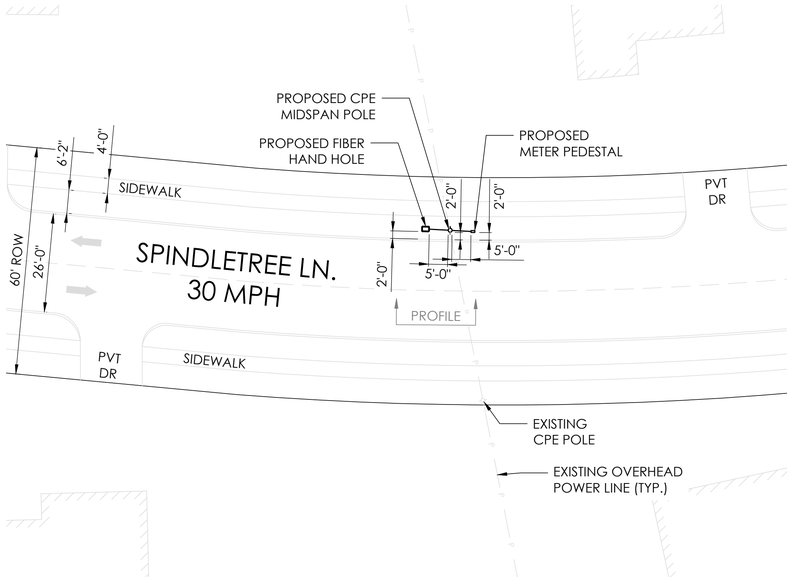
LATITUDE/LONGITUDE: 29.773997, -95.895152
E911 ADDRESS: 2087 SPINDLETREE LN.
CITY: BROOKSHIRE
ZIP CODE: 77423
KEY MAP: 483A

NOTE:

THIS IS NOT A SITE SURVEY: ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND ARE APPROXIMATE. ALL NEW ACCESS, UTILITY EASEMENTS AND NEW LEASE AREAS ARE APPROXIMATE.

NOTE:

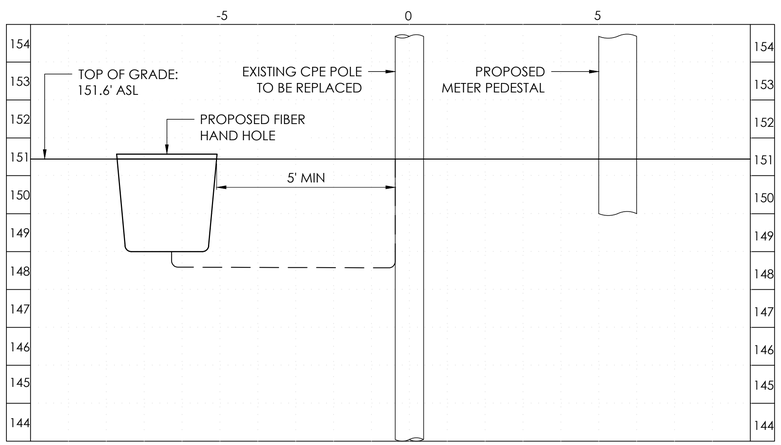
ALL EXISTING LANDSCAPING AND OR PRIVATE UTILITIES AFFECTED BY CONSTRUCTION TO BE RESTORED TO ORIGINAL STATE UPON COMPLETION



N

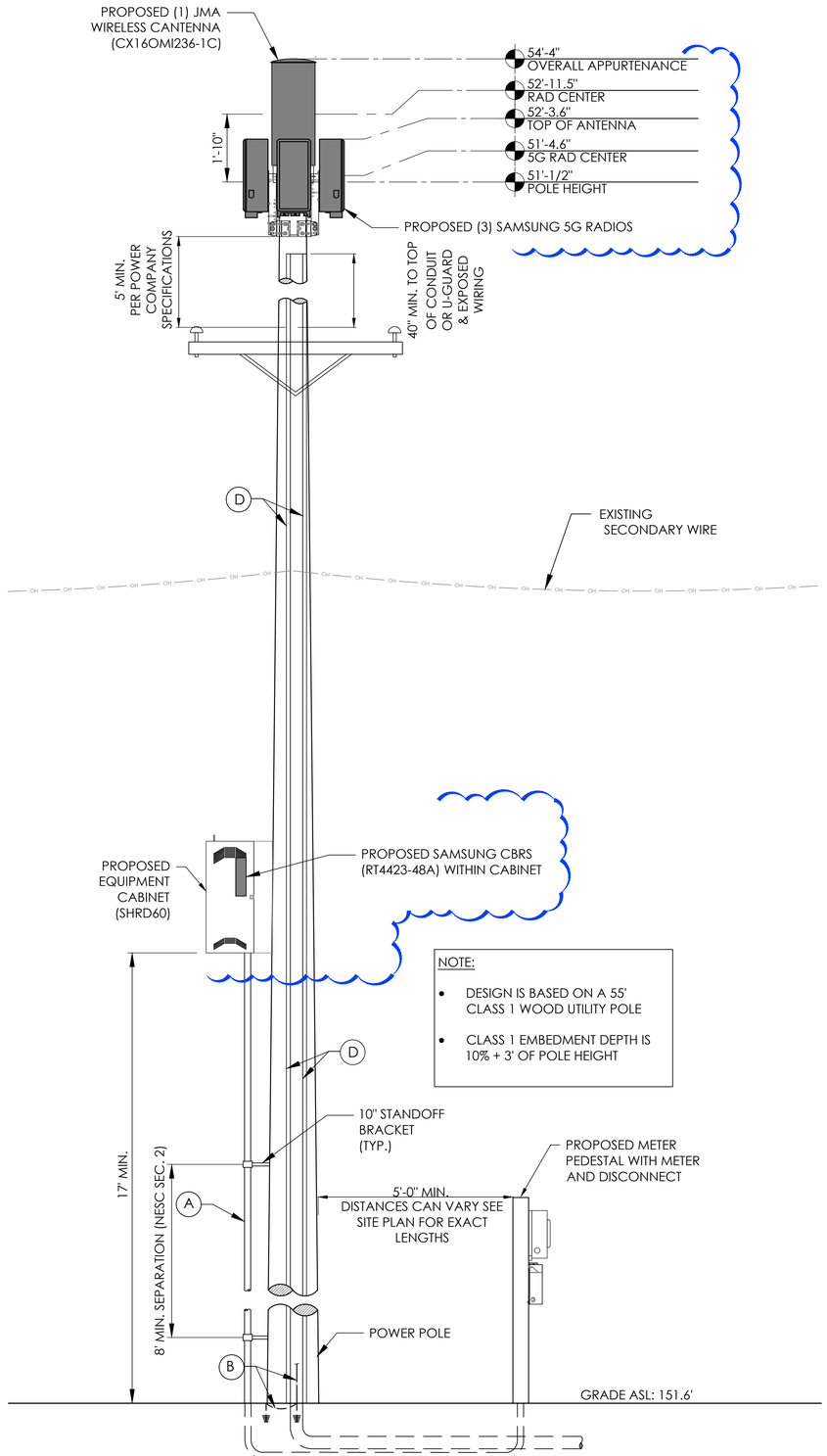
JORDAN RANCH SC1 SITE PLAN

20' 10' 0 20' 1"=20'-0" (FULL SIZE) 1"=40'-0" (11x17)



JORDAN RANCH SC1 PROFILE

2' 1' 0 2' 1"=2'-0" (FULL SIZE) 1"=4'-0" (11x17)



JORDAN RANCH SC1 ELEVATION VIEW

NOT TO SCALE

KEY NOTES:

(A) PROPOSED SUPPLY CONDUCTOR IN MAX 3" SCH. 80 PVC CONDUIT TO METER & DISCONNECT.

(B) PROPOSED #2 GROUNDING CONDUCTOR FROM POLE TOP TO GROUND ROD. ROUTE IN SHARED U-GUARD OR SCH. 40 PVC CONDUIT. BOND COMMUNICATION GROUNDING CONDUCTOR AND POWER COMPANY POLE GROUND TOGETHER AT BASE OF POLE.

(C) PROPOSED 4" SCH. 80 PVC CONDUIT FOR FIBER AND DC POWER ROUTE FROM GROUND EQUIPMENT TO ANTENNAS AND RADIOS

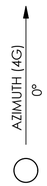
(D) PROPOSED 4" SHARED U-GUARD FOR PROPOSED GROUND WIRES, FIBER, COAX, AND DC POWER CABLES.

INSTALLATION NOTE:

- POLE SELECTED FOR EQUIPMENT INSTALLATION SHALL BE TRUCK ACCESSIBLE AT ALL TIMES.

- COMMUNICATION EQUIPMENT SHALL BE ARRANGED AND MOUNTED TO PROVIDE OTHER UTILITIES CLEAR CLIMBING SPACE TO THEIR EQUIPMENT ON THE POLE, PER NESC 236D

- ALL INSTALLATIONS SHALL COMPLY WITH THE CURRENT PUBLISHED ISSUES OF THE NATIONAL ELECTRICAL SAFETY CODE (NESC), AND POLE ATTACHMENT STANDARDS FOR POLE OWNER.



AZIMUTHS
(FOR CONSTRUCTION USE ONLY)



SITE PHOTO
(FOR CONSTRUCTION USE ONLY)

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL
1	8/14/24	REV. TO ADD 5G EQUIPMENT

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897
8/14/24

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
JORDAN RANCH SC1

JORDAN RANCH SC1

FLOODPLAIN:
JORDAN RANCH SC2: THE PROPERTY SHOWN HEREON (EITHER TOTAL OR IN PORTION) IS LOCATED IN FLOOD INSURANCE RATE MAP 48473C0350E DATED 2/18/2009 UNSHADED ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL FLOOD CHANCE FLOODPLAIN.

BENCHMARK:
JORDAN RANCH SC2: BENCHMARKS SHOWN HEREON REFERENCED TO HARRIS COUNTY FLOODPLAIN MARKER NO. 190073R. FROM THE INTERSECTION OF FROM I-10(WEST) AND PEDERSON RD. GO SOUTH ON TEXAS HERITAGE PARKWAY, GO SOUTH ON TEXAS HERITAGE PARKWAY 0.36 MILES TO THE BRIDGE OVER WILLOW FORK.

NODE INFORMATION:

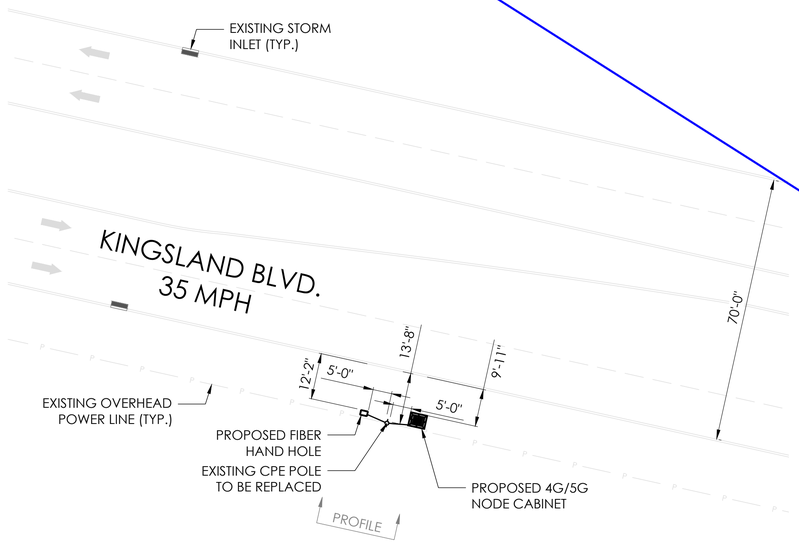
LATITUDE/LONGITUDE: 29.769451, -95.902189
E911 ADDRESS: 30631 KINGSLAND BLVD.
CITY: BROOKSHIRE
ZIP CODE: 77423
KEY MAP: 482H

NOTE:

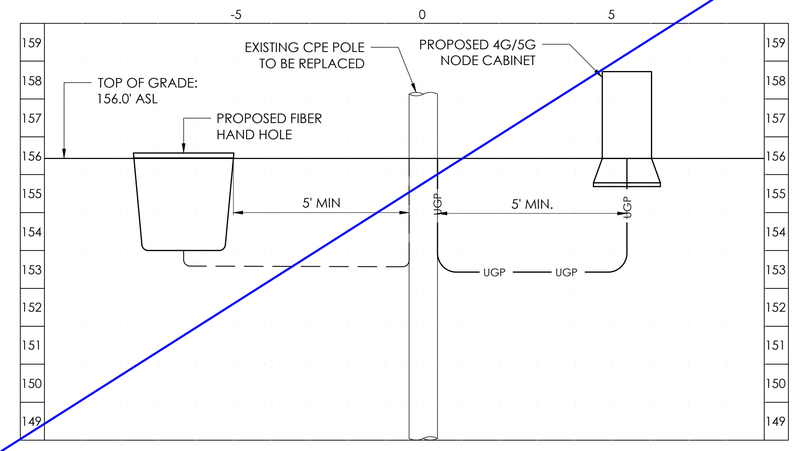
THIS IS NOT A SITE SURVEY: ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND ARE APPROXIMATE. ALL NEW ACCESS, UTILITY EASEMENTS AND NEW LEASE AREAS ARE APPROXIMATE.

NOTE:

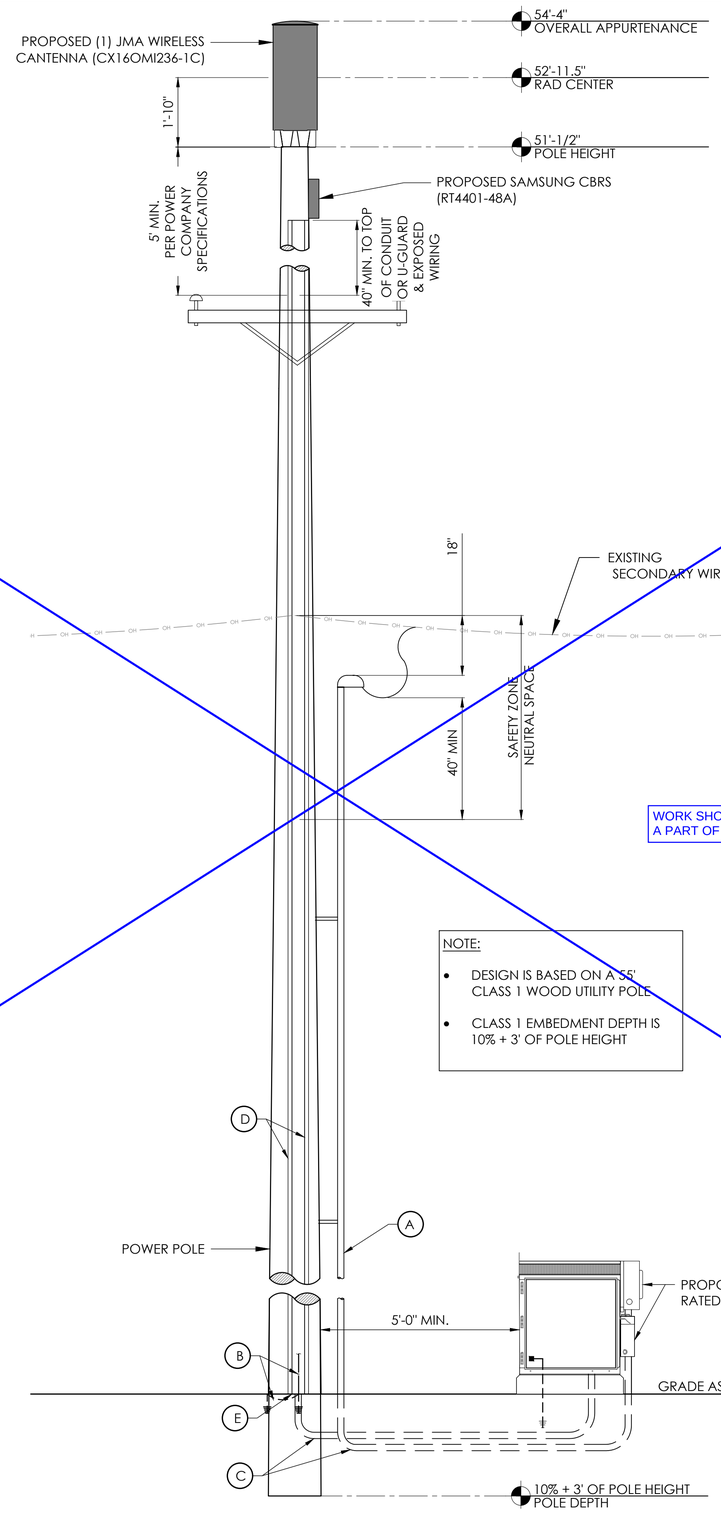
ALL EXISTING LANDSCAPING AND OR PRIVATE UTILITIES AFFECTED BY CONSTRUCTION TO BE RESTORED TO ORIGINAL STATE UPON COMPLETION



N
JORDAN RANCH SC2 SITE PLAN
20' 10' 0 20'
1"=20'-0" (FULL SIZE)
1"=40'-0" (11x17)



JORDAN RANCH SC2 PROFILE
2' 1' 0 2'
1"=2'-0" (FULL SIZE)
1"=4'-0" (11x17)



JORDAN RANCH SC2 ELEVATION VIEW
NOT TO SCALE

NOTE:

- DESIGN IS BASED ON A 55' CLASS 1 WOOD UTILITY POLE
- CLASS 1 EMBEDMENT DEPTH IS 10% + 3' OF POLE HEIGHT

KEY NOTES:

(A) PROPOSED SUPPLY CONDUCTOR IN MAX 3" SCH. 40 PVC CONDUIT TO METER & DISCONNECT.

(B) PROPOSED #2 GROUNDING CONDUCTOR FROM POLE TOP TO GROUND ROD. ROUTE IN SHARED U-GUARD OR SCH. 80 PVC CONDUIT. BOND COMMUNICATION GROUNDING CONDUCTOR AND POWER COMPANY POLE GROUND TOGETHER AT BASE OF POLE.

(C) PROPOSED APPROPRIATELY SIZED SCH. 80 PVC CONDUIT FOR FIBER AND DC POWER ROUTE FROM GROUND EQUIPMENT TO ANTENNAS AND RADIOS

(D) PROPOSED APPROPRIATELY SIZED SHARED U-GUARD OR SCH. 80 PVC CONDUIT FOR PROPOSED GROUND WIRES, FIBER, COAX, AND DC POWER CABLES.

(E) FOUNDATION: COMPACTED CEMENT, STABILIZED SAND, OR OTHER CPE APPROVED FOUNDATION.

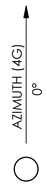
INSTALLATION NOTE:

- POLE SELECTED FOR EQUIPMENT INSTALLATION SHALL BE TRUCK ACCESSIBLE AT ALL TIMES.

- COMMUNICATION EQUIPMENT SHALL BE ARRANGED AND MOUNTED TO PROVIDE OTHER UTILITIES CLEAR CLIMBING SPACE TO THEIR EQUIPMENT ON THE POLE, PER NESC 236D

- ALL INSTALLATIONS SHALL COMPLY WITH THE CURRENT PUBLISHED ISSUES OF THE NATIONAL ELECTRICAL SAFETY CODE (NESC), AND POLE ATTACHMENT STANDARDS FOR POLE OWNER.

WORK SHOWN ON THIS SHEET NO LONGER A PART OF THE PROJECT SCOPE-OF-WORK



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SITE PHOTO
(FOR CONSTRUCTION USE ONLY)

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

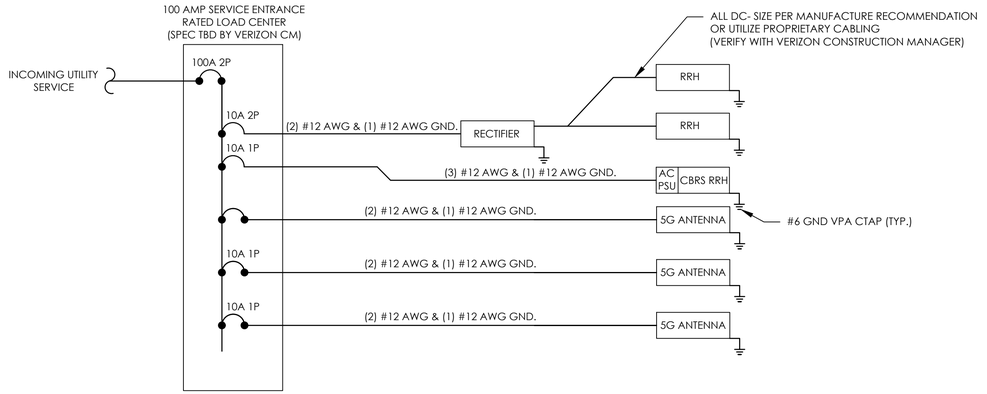
NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
04/04/23
FIRM REGISTRATION #13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
JORDAN RANCH SC2

JORDAN RANCH SC2



4G/5G NODE ONE LINE DIAGRAM

NOT TO SCALE

PANEL NAME			LOCATION:	VOLTAGE: 208/120 3Ø						MOUNTING / ENCLOS	SURFACE / NEMA 1			
#VALUE!			MAIN ELECTRICAL ROOM	MAIN C/B: 100 AMPS						AVAIL. FAULT CURRENT:				
8/5/2024				BUS RATING: 100 AMPS						SHORT CIRCUIT RATING: 14,000				
AMPS/ POLES	WIRE & CONDUIT	TYPE	DESCRIPTION	KVA	CKT	A	B	C	CKT	KVA	DESCRIPTION	TYPE	WIRE & CONDUIT	AMPS/ POLES
10/2	2#12, 1#12G, 1/2"C	EQ	RECTIFIER	0.38	1	0.38			2					
-	-	EQ	-	0.38	3		0.38		4					
10/1	2#12, 1#12G, 1/2"C	EQ	CBRS RADIO	0.75	5			0.75	6					
10/1	2#12, 1#12G, 1/2"C	EQ	5G ANTENNA	0.36	7	0.36			8					
10/1	2#12, 1#12G, 1/2"C	EQ	5G ANTENNA	0.36	9		0.36		10					
10/1	2#12, 1#12G, 1/2"C	EQ	5G ANTENNA	0.36	11			0.36	12					
					13				14					
					15				16					
					17				18					
					19				20					
					21				22					
					23				24					
					25				26					
					27				28					
					29				30					
					31				32					
					33				34					
					35				36					
					37				38					
					39				40					
					41				42					
				PHASE TOTAL		0.7	0.7	1.1	KVA					

LOAD TYPE	DESCRIPTION	CONN. LOAD KVA	CONN. LOAD AMPS	DEMAND FACTOR	DESIGN LOAD KVA	DESIGN LOAD AMPS
L	LIGHTING	0.0	0.0	1.25	0.0	0.0
R	RECEPTACLE	0.0	0.0	NEC	0.0	0.0
M	MOTOR	0.0	0.0	NEC	0.7	0.9
H	HEATING	0.0	0.0	1.00	0.0	0.0
AC	HVAC	0.0	0.0	1.00	0.0	0.0
EQ	EQUIPMENT	2.6	5.4	1.25	3.2	3.9
E	EXISTING	0.0	0.0	1.25	0.0	0.0

* ALL EQUIPMENT LOADS CONSIDERED CONTINUOUS

SUB FEED LUGS		
0	0	0

LARGEST MOTOR
29.1 KVA

TOTAL CONNECTED LOAD	2.6 kVA	3 A
TOTAL DEMAND LOAD	4.0 kVA	5 A

NOTES:

4G/5G LOAD ANALYSIS

NOT TO SCALE

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PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

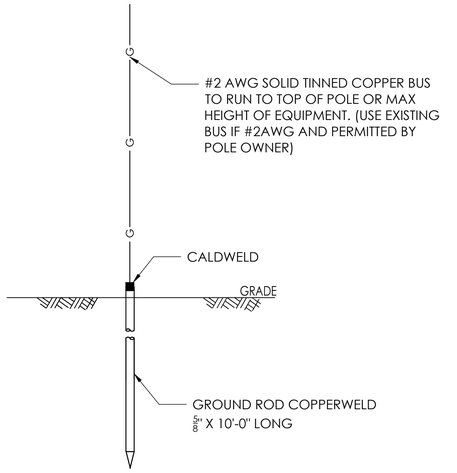
NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL
1	8/14/24	REV. TO ADD 5G EQUIP.

STATE OF TEXAS
PATRICK W. MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #13897
8/14/24

DESIGNED: JG
DRAWN: JG
CHECKED: JG

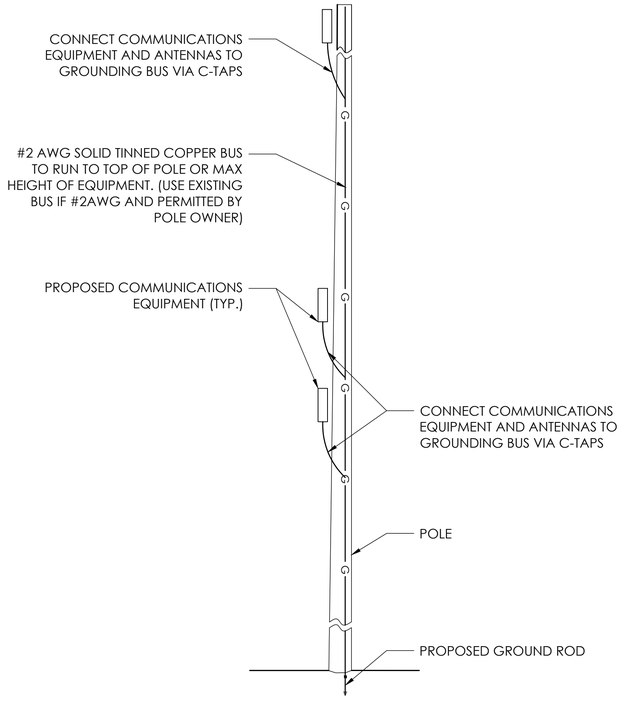
JOB #:
PKG 1

ONE LINE AND LOAD ANALYSIS



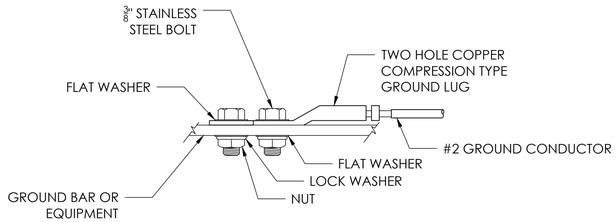
GROUND ROD AND BUS DETAIL

SCALE: N.T.S.



POLE BUS GROUNDING DETAIL

SCALE: N.T.S.



MECHANICAL GROUND CONNECTION

SCALE: N.T.S.

verizon

P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #:13897
04/04/23

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
PKG 1

GROUNDING

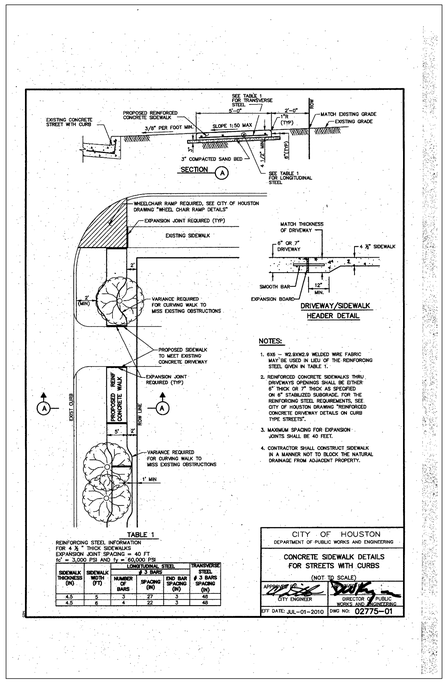


TABLE 1

REINFORCING STEEL INFORMATION FOR 4 ½" THICK SIDEWALKS EXPANSION JOINT SPACING = 40 FT $N' = .3,000$ PSI AND $f_y = 60,000$ PSI

SIDEWALK THICKNESS (IN)	SIDEWALK WIDTH (FT)	LONGITUDINAL STEEL # 3 BARS NUMBER OF BARS	# 3 BARS SPACING (IN)	END BAR SPACING (IN)	TRANSVERSE STEEL # 3 BARS SPACING (IN)
4.5	5	3	27	3	48
4.5	6	4	22	3	48

NOTES:

1. 6X6 – W2.9XW2.9 WELDED WIRE FABRIC MAY BE USED IN LIEU OF THE REINFORCING STEEL GIVEN IN TABLE 1.
2. REINFORCED CONCRETE SIDEWALKS THRU DRIVEWAYS OPENINGS SHALL BE EITHER 6" THICK OR 7" THICK AS SPECIFIED ON 8" STABILIZED SUBGRADE. FOR THE REINFORCING STEEL REQUIREMENTS, SEE CITY OF HOUSTON DRAWING "REINFORCED CONCRETE DRIVEWAY DETAILS ON CURB TYPE STREETS".
3. MAXIMUM SPACING FOR EXPANSION JOINTS SHALL BE 40 FEET.
4. CONTRACTOR SHALL CONSTRUCT SIDEWALK IN A MANNER NOT TO BLOCK THE NATURAL DRAINAGE FROM ADJACENT PROPERTY.

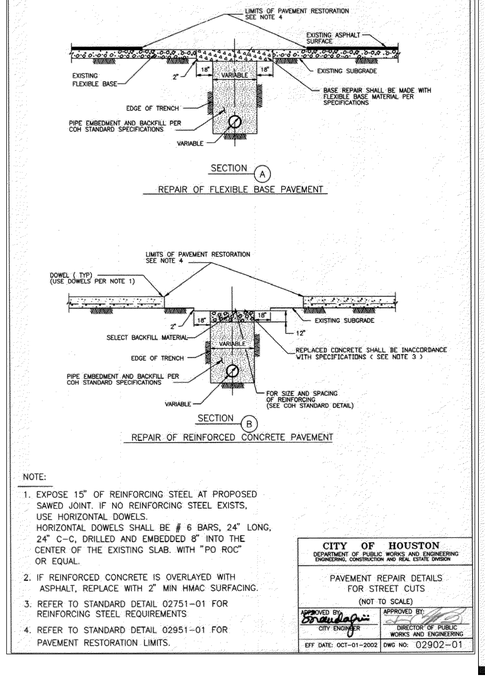
CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

CONCRETE SIDEWALK DETAILS FOR STREETS WITH CURBS

(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: JUL-01-2010 | DWG NO. 02775-01



NOTE:

1. EXPOSE 15" OF REINFORCING STEEL AT PROPOSED SAWED JOINT. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS. HORIZONTAL DOWELS SHALL BE # 6 BARS, 24" LONG, 24" C-C, DRILLED AND EMBEDDED 8" INTO THE CENTER OF THE EXISTING SLAB. WITH "PO ROC" OR EQUAL.
2. IF REINFORCED CONCRETE IS OVERLAYED WITH ASPHALT, REPLACE WITH 2" MIN HMAC SURFACING.
3. REFER TO STANDARD DETAIL 02751-01 FOR REINFORCING STEEL REQUIREMENTS
4. REFER TO STANDARD DETAIL 02951-01 FOR PAVEMENT RESTORATION LIMITS.

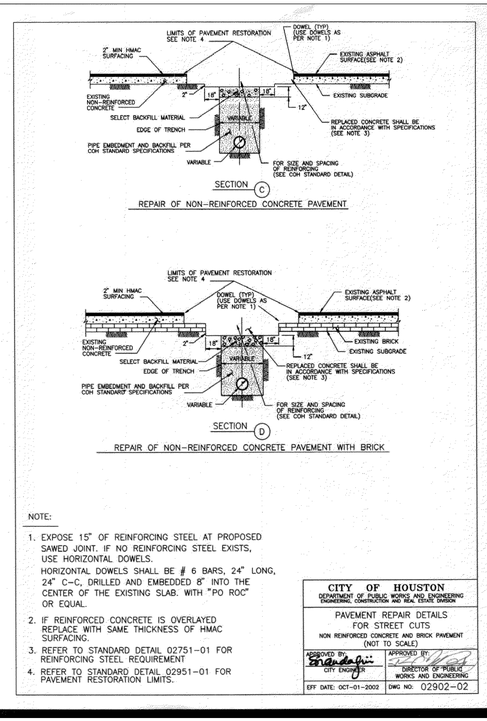
CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION

PAVEMENT REPAIR DETAILS FOR STREET CUTS

(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: OCT-01-2002 | DWG NO: 02902-01



NOTE:

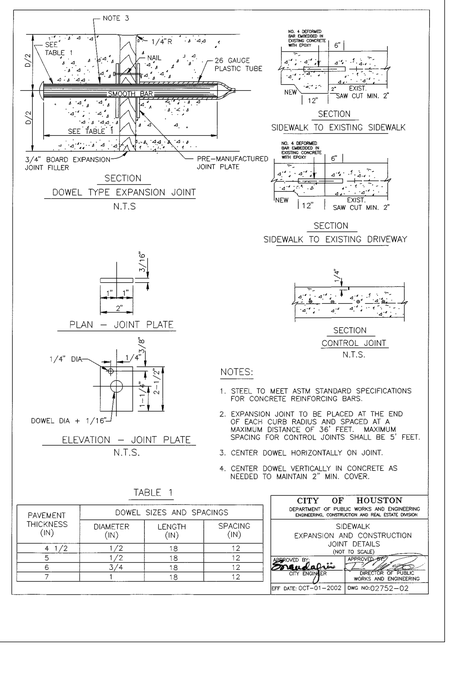
1. EXPOSE 15" OF REINFORCING STEEL AT PROPOSED SAWED JOINT. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS. HORIZONTAL DOWELS SHALL BE # 6 BARS, 24" LONG, 24" C-C, DRILLED AND EMBEDDED 8" INTO THE CENTER OF THE EXISTING SLAB. WITH "PO ROC" OR EQUAL.
2. IF REINFORCED CONCRETE IS OVERLAYED REPLACE WITH SAME THICKNESS OF HMAC SURFACING.
3. REFER TO STANDARD DETAIL 02751-01 FOR REINFORCING STEEL REQUIREMENT
4. REFER TO STANDARD DETAIL 02951-01 FOR PAVEMENT RESTORATION LIMITS.

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION

PAVEMENT REPAIR DETAILS FOR STREET CUTS
NON REINFORCED CONCRETE AND BRICK PAVEMENT
(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: OCT-01-2002 | DWG NO: 02902-02



NOTES:

1. STEEL TO MEET ASTM STANDARD SPECIFICATIONS FOR CONCRETE REINFORCING BARS.
2. EXPANSION JOINT TO BE PLACED AT THE END OF EACH CURB RADIUS AND SPACED AT A MAXIMUM DISTANCE OF 36' FEET. MAXIMUM SPACING FOR CONTROL JOINTS SHALL BE 5' FEET.
3. CENTER DOWEL HORIZONTALLY ON JOINT.
4. CENTER DOWEL VERTICALLY IN CONCRETE AS NEEDED TO MAINTAIN 2" MIN. COVER.

TABLE 1

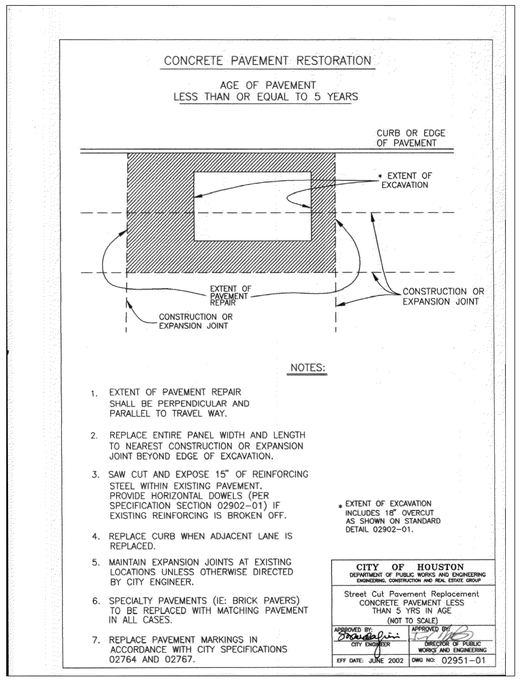
PAVEMENT THICKNESS (IN)	DOWEL SIZES AND SPACINGS DIAMETER (IN)	LENGTH (IN)	SPACING (IN)
4 1/2	1/2	18	12
5	1/2	18	12
6	3/4	18	12
7	1	18	12

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION

SIDEWALK EXPANSION AND CONSTRUCTION JOINT DETAILS
(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: OCT-01-2002 | DWG NO:02752-02



NOTES:

1. EXTENT OF PAVEMENT REPAIR SHALL BE PERPENDICULAR AND PARALLEL TO TRAVEL WAY.
2. REPLACE ENTIRE PANEL WIDTH AND LENGTH TO NEAREST CONSTRUCTION OR EXPANSION JOINT BEYOND EDGE OF EXCAVATION.
3. SAW CUT AND EXPOSE 15" OF REINFORCING STEEL WITHIN EXISTING PAVEMENT. PROVIDE HORIZONTAL DOWELS (PER SPECIFICATION SECTION 02902-01) IF EXISTING REINFORCING IS BROKEN OFF.
4. REPLACE CURB WHEN ADJACENT LANE IS REPLACED.
5. MAINTAIN EXPANSION JOINTS AT EXISTING LOCATIONS UNLESS OTHERWISE DIRECTED BY CITY ENGINEER.
6. SPECIALTY PAVEMENTS (IE: BRICK PAVERS) TO BE REPLACED WITH MATCHING PAVEMENT IN ALL CASES.
7. REPLACE PAVEMENT MARKINGS IN ACCORDANCE WITH CITY SPECIFICATIONS 02764 AND 02767.

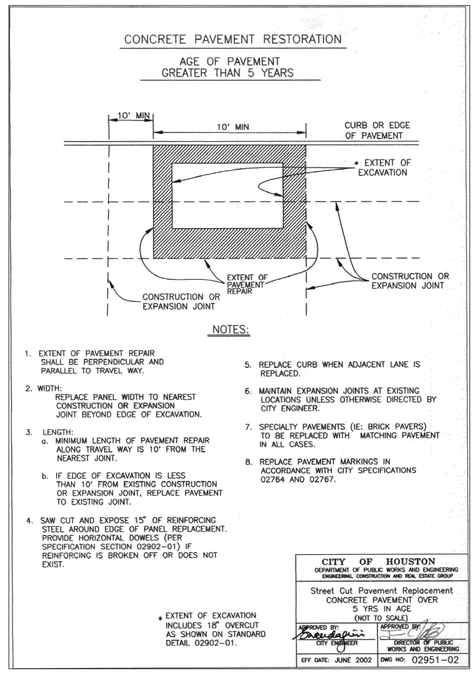
* EXTENT OF EXCAVATION INCLUDES 18" OVERCUT AS SHOWN ON STANDARD DETAIL 02902-01.

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION

Street Cut Pavement Replacement
CONCRETE PAVEMENT LESS THAN 5 YRS IN AGE
(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: JUNE 2002 | DWG NO: 02951-01



NOTES:

1. EXTENT OF PAVEMENT REPAIR SHALL BE PERPENDICULAR AND PARALLEL TO TRAVEL WAY.
2. WIDTH: REPLACE PANEL WIDTH TO NEAREST CONSTRUCTION OR EXPANSION JOINT BEYOND EDGE OF EXCAVATION.
3. LENGTH:
   a. MINIMUM LENGTH OF PAVEMENT REPAIR ALONG TRAVEL WAY IS 10' FROM THE NEAREST JOINT.
   b. IF EDGE OF EXCAVATION IS LESS THAN 10' FROM EXISTING CONSTRUCTION OR EXPANSION JOINT, REPLACE PAVEMENT TO EXISTING JOINT.
4. SAW CUT AND EXPOSE 15" OF REINFORCING STEEL AROUND EDGE OF PANEL REPLACEMENT. PROVIDE HORIZONTAL DOWELS (PER SPECIFICATION SECTION 02902-01) IF REINFORCING IS BROKEN OFF OR DOES NOT EXIST.
5. REPLACE CURB WHEN ADJACENT LANE IS REPLACED.
6. MAINTAIN EXPANSION JOINTS AT EXISTING LOCATIONS UNLESS OTHERWISE DIRECTED BY CITY ENGINEER.
7. SPECIALTY PAVEMENTS (IE: BRICK PAVERS) TO BE REPLACED WITH MATCHING PAVEMENT IN ALL CASES.
8. REPLACE PAVEMENT MARKINGS IN ACCORDANCE WITH CITY SPECIFICATIONS 02764 AND 02767.

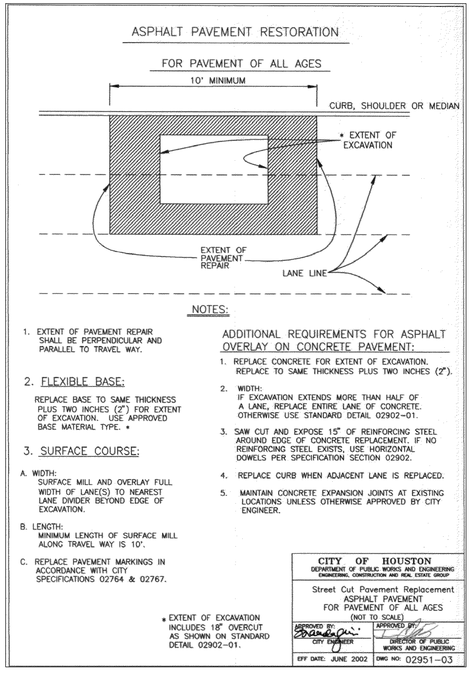
* EXTENT OF EXCAVATION INCLUDES 18" OVERCUT AS SHOWN ON STANDARD DETAIL 02902-01.

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION

Street Cut Pavement Replacement
CONCRETE PAVEMENT OVER 5 YRS IN AGE
(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: JUNE 2002 | DWG NO: 02951-02



NOTES:

1. EXTENT OF PAVEMENT REPAIR SHALL BE PERPENDICULAR AND PARALLEL TO TRAVEL WAY.

2. FLEXIBLE BASE:

REPLACE BASE TO SAME THICKNESS PLUS TWO INCHES (2") FOR EXTENT OF EXCAVATION. USE APPROVED BASE MATERIAL TYPE. *

3. SURFACE COURSE:

A. WIDTH: SURFACE MILL AND OVERLAY FULL WIDTH OF LANE(S) TO NEAREST LANE DIVIDER BEYOND EDGE OF EXCAVATION.

B. LENGTH: MINIMUM LENGTH OF SURFACE MILL ALONG TRAVEL WAY IS 10'.

C. REPLACE PAVEMENT MARKINGS IN ACCORDANCE WITH CITY SPECIFICATIONS 02764 & 02767.

ADDITIONAL REQUIREMENTS FOR ASPHALT OVERLAY ON CONCRETE PAVEMENT:

1. REPLACE CONCRETE FOR EXTENT OF EXCAVATION. REPLACE TO SAME THICKNESS PLUS TWO INCHES (2").
2. WIDTH: IF EXCAVATION EXTENDS MORE THAN HALF OF A LANE, REPLACE ENTIRE LANE OF CONCRETE. OTHERWISE USE STANDARD DETAIL 02902-01.
3. SAW CUT AND EXPOSE 15" OF REINFORCING STEEL AROUND EDGE OF CONCRETE REPLACEMENT. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS PER SPECIFICATION SECTION 02902.
4. REPLACE CURB WHEN ADJACENT LANE IS REPLACED.
5. MAINTAIN CONCRETE EXPANSION JOINTS AT EXISTING LOCATIONS UNLESS OTHERWISE APPROVED BY CITY ENGINEER.

* EXTENT OF EXCAVATION INCLUDES 18" OVERCUT AS SHOWN ON STANDARD DETAIL 02902-01.

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION

Street Cut Pavement Replacement
ASPHALT PAVEMENT
FOR PAVEMENT OF ALL AGES
(NOT TO SCALE)

APPROVED BY: CITY ENGINEER | APPROVED BY: DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: JUNE 2002 | DWG NO: 02951-03

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
04/04/23
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

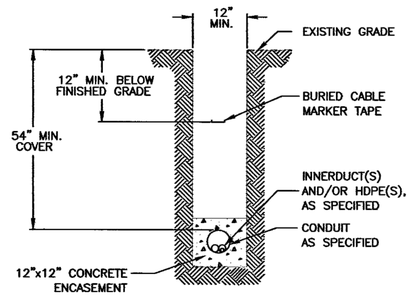
JOB #: PKG 1

DETAILS

GENERAL CONSTRUCTION DETAILS

TYPICAL DETAIL "B" INDUSTRY STANDARD

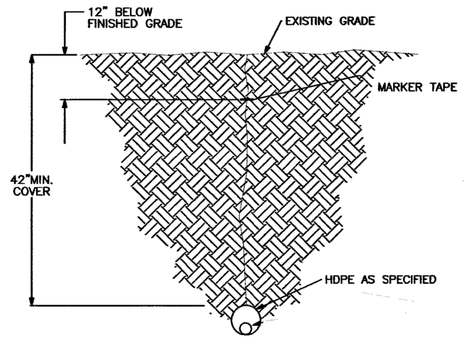
12"x12" CONCRETE ENCASEMENT



NOTE:
BACKFILL MUST BE MADE WITH ROCK FREE MATERIAL.

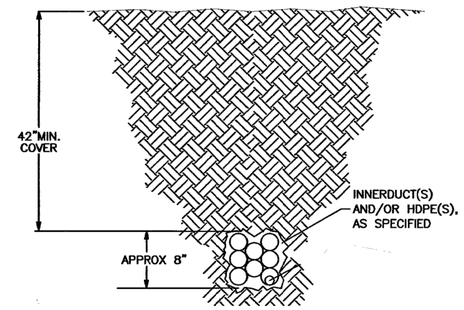
TYPICAL DETAIL "C" INDUSTRY STANDARD

DIRECT BURIED HDPE



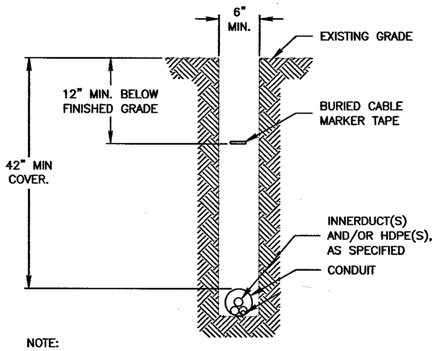
TYPICAL DETAIL "H" INDUSTRY STANDARD

DIRECTIONAL BORE HDPE



TYPICAL DETAIL "A" INDUSTRY STANDARD

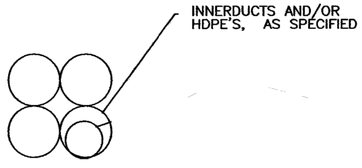
TRENCH PLACEMENT
CONDUIT(S), HDPE(S) OR DIRECT BURIED CABLE.



NOTE:
BACKFILL MUST BE MADE WITH ROCK FREE MATERIAL.

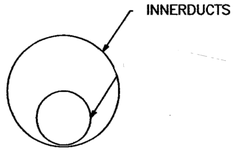
INDUSTRY STANDARD TYPICAL DETAIL "D"

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



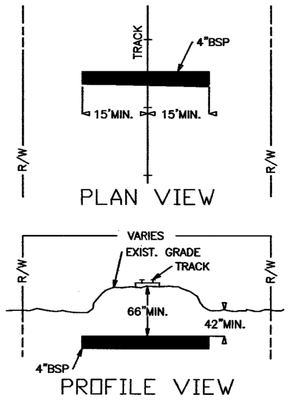
INDUSTRY STANDARD TYPICAL DETAIL "E"

HDPE WITH CABLE CROSS SECTION



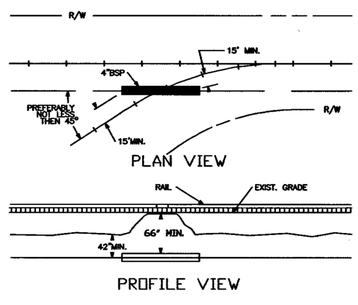
INDUSTRY STANDARD TYPICAL DETAIL "F"

JACK AND BORE MAIN TRACK



INDUSTRY STANDARD TYPICAL DETAIL "G"

JACK AND BORE AUXILLARY TRACK



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PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
04/04/23
FIRM REGISTRATION #13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
PKG 1

DETAILS 2

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Arrow board	Shadow vehicle
Arrow board support or trailer (shown facing down)	Sign (shown facing left)
Changeable message sign or support trailer	Surveyor
Channelizing device	Temporary barrier
Crash cushion	Temporary barrier with warning light
Direction of temporary traffic detour	Traffic or pedestrian signal
Direction of traffic	Truck-mounted attenuator
Flagger	Type 3 barricade
High-level warning device (Flag tree)	Warning light
Longitudinal channelizing device	Work space
Luminaire	Work vehicle
Pavement markings that should be removed for a long-term project	

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency

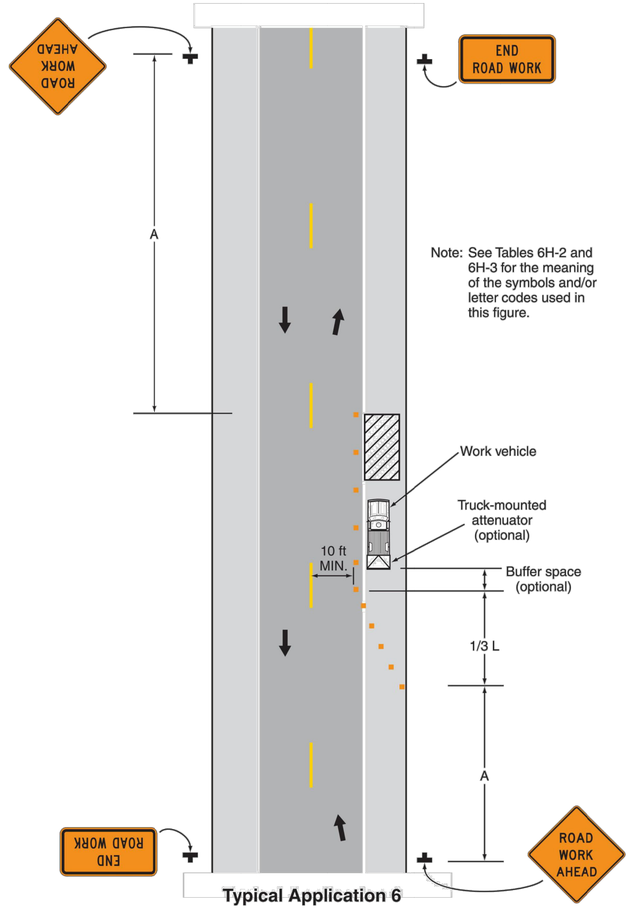
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

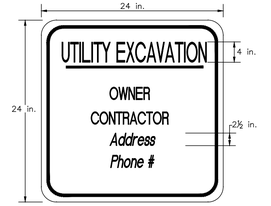
Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 6



THE CONTRACTOR TO PLACE SIGNS PRIOR TO BEGINNING CONSTRUCTION AT THE BEGINNING AND END OF THE PROJECT LIMITS AND AT THE INTERSECTIONS. THE SIGNS ARE TO REMAIN UP 24 HOURS A DAY UNTIL THE UTILITY CONSTRUCTION AND THE PAVEMENT RESTORATION IS COMPLETE.

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR
PROPOSED ANTENNA
SITES

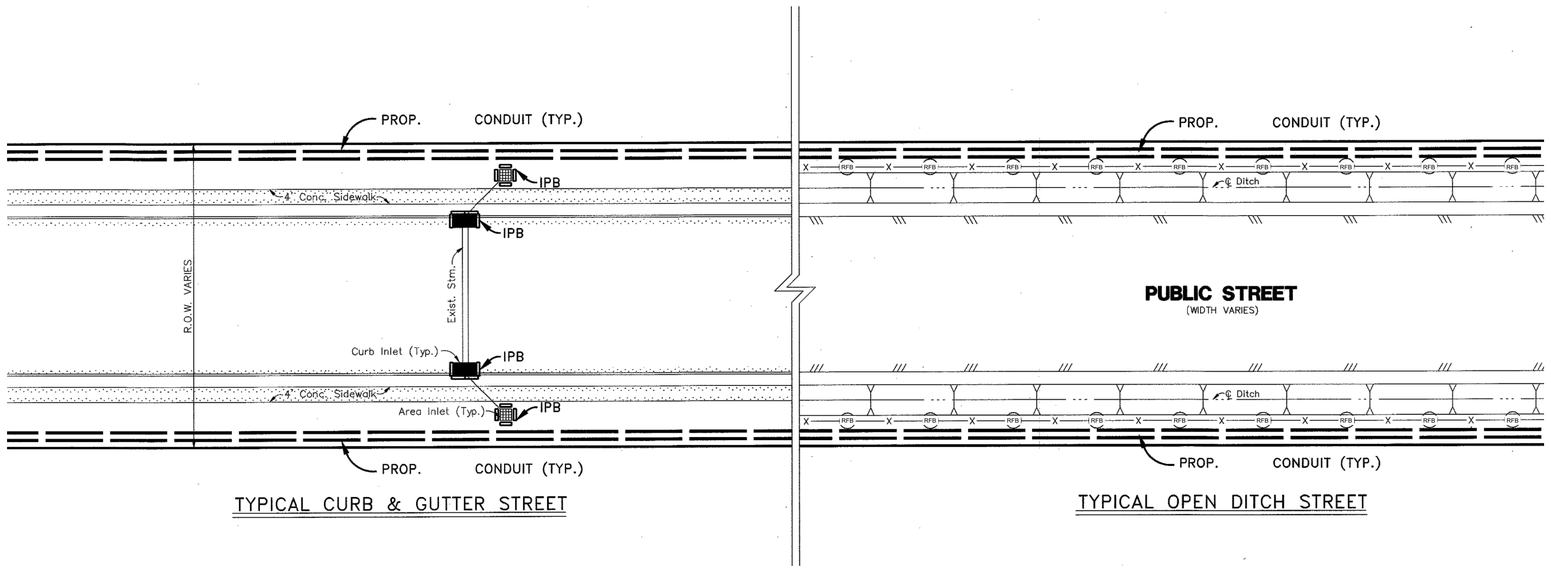
NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL

STATE OF TEXAS
PATRICK W. MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION #13897
04/04/23

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
PKG 1

TCP



TYPICAL CURB & GUTTER STREET

TYPICAL OPEN DITCH STREET

verizon

PM&A
P. MARSHALL & ASSOCIATES

VERIZON
SMALL CELL NODE
CONSTRUCTION PLANS FOR PROPOSED ANTENNA SITES

NO.	DATE	REVISIONS
0	04/04/23	1ST SUBMITTAL

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED PROFESSIONAL ENGINEER
04/04/23
FIRM REGISTRATION #:13897

DESIGNED: JG
DRAWN: JG
CHECKED: JG

JOB #:
PKG 1

SWPPP



EXHIBIT "A"

WALLER COUNTY, TEXAS

SAN BERNARD ELECTRIC COOPERATIVE,INC.
P.O. BOX 1208 BELLVILLE, TX 77418
DWN BY: JB DATE: 12-11-2024
DWG REF: 24-11-019

Waller County
9-1-1 Addressing

John Murrell
Addressing Coordinator
911addressing@wallercounty.us

Date: May 7, 2025

Request Rec'd 5/7/2025

R # 271177

Project Name Approved: Riley Pines

The approved name shall appear on all documents. "If changes to the primary name are needed, then a request will be submitted to 9-1-1 Addressing and approved through Commissioners Court." 911 Addressing Regulations 2.2 approved on 4/2/2025.

Coordinator Notes

Initial name was 350 AC Riley Road Tract.

Coordinator Signature J Murrell

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6919
Date: 06-02-2025

Waller County

Matter Name:Sunterra Lakes Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
05-07-25	HC	Reviewed emails from R. Pechukas and K. Jones and assignment language in the DA.	0.30	400.00	$120.00
05-13-25	HC	Reviewed and responded to R. Pechukas regarding assignment language in agreement.	0.20	400.00	$80.00
05-14-25	HC	Reviewed DA final version to ensure compliance with prior agreed changes.	0.30	400.00	$120.00
05-15-25	HC	Reviewed emails from R. Pechukas and J.D. Barnes about May 28th agenda.	0.30	400.00	$120.00
05-20-25	HC	Reviewed email from J.D. Barnes to R. Pechukas about agenda status.	0.10	400.00	$40.00
05-21-25	HC	Reviewed various emails from interested parties about DA and MTP and dates for consideration on the agenda.	0.30	400.00	$120.00
05-29-25	HC	Reviewed email from J. Barnes to R. Pechukas about agenda.	0.10	400.00	$40.00
05-30-25	HC	Reviewed emails about meeting agenda for agreement and MTP.	0.10	400.00	$40.00

Services Subtotal: $680.00

Subtotal	$680.00
Total	$680.00
Payment	$0.00
Balance Due	$680.00

Detailed Statement Account Summary

Previous Balance:	$1,000.00
New Charges:	$680.00
Payments Applied:	$1,000.00

Payment Date	Invoice No	Amount
06-02-25	6844	$1,000.00

Total Amount Outstanding: $680.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Heather Cook	HC	1.70	400.00	$680.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6918
Date: 06-02-2025

Waller County

Matter Name: Jasek Farms Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
05-29-25	AT	Receipt and review of dual county location of tract issue.	0.30	400.00	$120.00

Services Subtotal: $120.00

Subtotal	$120.00
Total	$120.00
Payment	$0.00
Balance Due	$120.00

Detailed Statement Account Summary

Previous Balance:	$3,282.00
New Charges:	$120.00
Payments Applied:	$3,282.00

Payment Date	Invoice No	Amount
04-08-25	6720	$2,482.00
05-05-25	6778	$800.00

Total Amount Outstanding: $120.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Alexandra Tolbert	AT	0.30	400.00	$120.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6917
Date: 06-02-2025

Waller County

Matter Name:Brown Tract Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
05-02-25	HC	Emails with R. Pechukas and S. Johnson including review of redlined DA draft.	1.10	400.00	$440.00
05-15-25	HC	Reviewed DA contract negotiation emails from R. Pechukas and S. Johnson.	0.30	400.00	$120.00
05-15-25	AT	Draft revision post-updates to agreement. Correspondence re: same.	2.90	400.00	$1,160.00

Services Subtotal: $1,720.00

Subtotal	$1,720.00
Total	$1,720.00
Payment	$0.00
Balance Due	$1,720.00

Detailed Statement Account Summary

Previous Balance:	$9,880.00
New Charges:	$1,720.00
Payments Applied:	$9,880.00

Payment Date	Invoice No	Amount
06-02-25	6841	$9,880.00

Total Amount Outstanding: $1,720.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Alexandra Tolbert	AT	2.90	400.00	$1,160.00
Heather Cook	HC	1.40	400.00	$560.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6916
Date: 06-02-2025

Waller County

Matter Name:Bluebonnet Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
05-06-25	HC	Reviewed DA drafts.	0.30	400.00	$120.00

Services Subtotal: $120.00

Subtotal	$120.00
Total	$120.00
Payment	$0.00
Balance Due	$120.00

Detailed Statement Account Summary

Previous Balance:	$2,440.00
New Charges:	$120.00
Payments Applied:	$2,440.00

Payment Date	Invoice No	Amount
06-02-25	6840	$2,440.00

Total Amount Outstanding: $120.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Heather Cook	HC	0.30	400.00	$120.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

Magnolia Funeral Home, Inc.
811 S. Magnolia
Magnolia, TX 77355
281-356-3363
INVOICE

May 14, 2025

Waller County
836 Austin St., Ste. 316
Hempstead, TX 77445

Registration # 023653
Joan Glant, County Treasurer
Deputy JG Date 5-19-25

Regarding:

Removal of deceased from location of death in Waller County, Texas to Magnolia Funeral Home for storage in our cooler pending notification of next-of-kin.

Amount Due: $600

Please remit to the address shown above.

Cordially,

Glenn Addison

Glenn Addison, owner

INVOICE # **76904330163**
INVOICE DATE 05/27/2025 **SERVICE DATE** 04/26/2025
CUSTOMER ID # PX0580 **AX#** **TERMS** NET 30

PLEASE REMIT TO
29338 Network Pl. Chicago, IL 60673-1293
p. (866) 303-7344
e. CleanEarth-ESOLAR@cleanearthinc.com

ATTN.: Brooke Bacuetes
WALLER COUNTY, TEXAS
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

SITE ADDRESS:
WALLER COUNTY HHW
775 BUSINESS 290 E
HEMPSTEAD, TX 77445

ORDER 5897301 Waller County HHW **PO #** HHW

04/26/2025

Equipment & Accessories :			
	FORKLIFT	1.00 @ 565.030 / E	$565.03
Labor Charges :			
	PROJECT MANAGER, STRAIGHT TIME 4HR MIN (PORTAL TO PORTAL)	9.00 @ 59.390 / E	$534.51
	CHEMIST, STRAIGHT TIME 4HR MIN (PORTAL TO PORTAL)	9.00 @ 50.610 / E	$455.49
	LABORER, STRAIGHT TIME 4HR MIN (PORTAL TO PORTAL)	90.00 @ 35.150 / E	$3,163.50
	PER DIEM (CHARGE PER DAY PER PERSON)	11.00 @ 175.000 / E	$1,925.00
Supplies & Materials :			
	4 FOOT BULB BOX	1.00 @ 20.000 / E	$20.00
	PALLET	9.00 @ 18.000 / E	$162.00

04/26/2025 Doc No. 113937-25 Manifest 016884825FLE Waste Receipt HOU-C2178

1	2500011081-00 - AEROSOLS	3.00 @ 188.340 / DM55	$565.02
2	2500011082-00 - AEROSOLS - FOAM INSULATOR	2.00 @ 135.000 / DM05	$270.00
3	2500011083-00 - ANTIFREEZE	1.00 @ 103.190 / DM55	$103.19
4	2500011084-00 - CORROSIVE - BASIC, LOOSEPACK	1.00 @ 194.630 / DM55	$194.63
5	2500011086-00 - CORROSIVES - ACIDIC, LOOSEPACK	1.00 @ 194.630 / DM55	$194.63
8	2500011092-00 - FLAMMABLES SOLID (PACKED) PRM	3.00 @ 226.010 / DM55	$678.03
10	2500011093-00 - FLUORESCENT BULBS	5.00 @ 0.940 / P	$4.70
11	2500011096-00 - LATEX PAINT (PACKED)	1.00 @ 163.230 / DM55	$163.23
12	2500011096-00 - LATEX PAINT (PACKED)	3.00 @ 495.970 / BX	$1,487.91
13	2500011098-00 - LITHIUM ION BATTERIES (RECHARGABLE)	1.00 @ 89.150 / DM05	$89.15
17	2500011105-00 - OIL BASED PAINT (LOOSE PACK)	2.00 @ 759.650 / BX	$1,519.30
18	2500011106-00 - (OXIDIZERS) ORGANIC PEROXIDE (MEKP <40%)	1.00 @ 375.000 / MN05	$375.00
22	2500011116-00 - OXIDIZERS (INORGANIC, TOXIC) SOLIDS LOOSEPACK	1.00 @ 250.000 / DM05	$250.00

DIRECT INQUIRES TO: ESOL Customer Experience Inquiries_eso@cleanearthinc.com

INVOICE # **76904330163**
INVOICE DATE 05/27/2025 **SERVICE DATE** 04/26/2025
CUSTOMER ID # PX0580 **AX#** **TERMS** NET 30

PLEASE REMIT TO
29338 Network Pl. Chicago, IL 60673-1293
p. (866) 303-7344
e. CleanEarth-ESOLAR@cleanearthinc.com

ATTN.: Brooke Bacuetes
WALLER COUNTY, TEXAS
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

SITE ADDRESS:
WALLER COUNTY HHW
775 BUSINESS 290 E
HEMPSTEAD, TX 77445

ORDER 5897301 Waller County HHW **PO #** HHW

23	2500011121-00 - OXIDIZERS (LIQUID HYPOCHLORITES/BLEACH) (LOOSEPACKED)	1.00 @ 250.000 / DM05	$250.00
25	2500011131-00 - OXIDIZERS (SOLID HYPOCHLORITES), CHLORATES, PERCHLORATES (LOOSEPACKED)	1.00 @ 250.000 / DM05	$250.00
26	2500011132-00 - PESTICIDE SOLIDS, LOOSEPACK	1.00 @ 238.570 / DM55	$238.57
27	2500011136-00 - POISON LIQUIDS	2.00 @ 335.000 / DM55	$670.00
35	2500011153-00 - FLAMMABLES (LOOSE PACKED)	1.00 @ 157.700 / DM55	$157.70
38	2500011166-00 - PROPANE (BBQ SIZE CYLINDERS)	1.00 @ 1240.530 / DM55	$1,240.53
40	2500011172-00 - LEAD ACID BATTERIES	1.00 @ 35.000 / DM05	$35.00
41	2500011174-00 - ALKALINE BATTERIES	1.00 @ 226.010 / MN05	$226.01
43	2500012332-00 - USED OIL	1.00 @ 408.100 / T275	$408.10
44	2500011151-00 - FLAMMABLES (BULKED)	1.00 @ 129.900 / DM55	$129.90
Hazardous Waste Fees :			
	EPA E-MANIFEST FEE - Waller County HHW	1.00 @ 25.000 / E	$25.00

Sub Total $16,351.13

INVOICE TOTAL $16,351.13

DIRECT INQUIRES TO: ESOL Customer Experience Inquiries_eso@cleanearthinc.com

Order # 5897301

CleanEarth

Ordered on 04/21/2025 **Business Segment** HHW **Location** 6960 **Zone #**

Job Started 04/21/2025 **Account Rep** 350 Kelby Neal

Generator (746769) Waller County HHW
775 Business 290 E
HEMPSTEAD,TX 77445

Epa Id TXD074196338
State Id 30271
Fax #
Phone # (972) 329-1200

Onsite Contact Name

Billing (PX0580) Waller County, Texas
Contact Name Brook Bacuetes

Phone # (281) 216-2073

Sales Coordinator : Pam Ford

PO # HHW

Demurrage Applicable? No **Information needs updating(circle if it does):** ☐

Customer Notes:

ME ID

Line	Item	Description	Container	Shipping	Billing
0050	SPALLET	Pallet (TQ#:Book)	0.00	9.0000 E	9.0000 E
0051	AF01	2500011151-00 - FLAMMABLES (BULKED) (TQ#:Book)	1.00 DM	194.0000 P	194.0000 P
0052	REC49	2500011096-00 - LATEX PAINT (PACKED) (TQ#:Book)	1.00 DF	51.0000 P	51.0000 P

Order # 5897301

CleanEarth

Materials/Supplies			
	Items picked-up	**Items Delivered/Replaced**	**Notes**
55G Poly Open Top			
55G Poly Closed Top			
55G Metal Closed Top			
55G Metal Open Top			
30G Poly Open Top			
30G Metal Open Top			
30G Metal Closed Top			
15G Poly Open Top			
15G Metal Open Top			
15G Metal Closed Top			
5G Poly Open Top			
5G Metal Open Top			
CYB			
Liners			
275G Tote			
330G Tote			
Vermiculite (bag)			
Oil Dry (bag)			
Galaxy Bags			
8x4' Lightbulbs			
Universal Pads (15"x20") (bale)			
Oil-Only Pads (15"x20") (bale)			
85 Metal Overpack			
95 Poly Overpack			
Other			
Other			
Medical Supplies			
8G Poly Open Top			
18G Poly Open Top			
2G Poly Open Top			
1.5 Quart			
5G Carboy			
RX35 (20G CF)			

Order # 5897301

CleanEarth

Labor Categories		Arrival Time	Departure Time
SUP	Supervisor		
CH	Chemist *	7:00 AM	4:00 PM
	Project Manager	7:00 AM	4:00 PM
	Technician x10	7:00 AM	4:00 PM
	Operator		
	Other		

Vehicles	Unit #	Arrival Time	Departure Time
Pickup Truck/Car/Van			
Box Truck w/Liftgate			
Tractor w/Tanker			
Roll Off Truck			
Vacuum Straight Truck			
Vacuum Tractor Trailer (70bbl)			
Bobtail Roll-off (130bbl)			

Equipment/PPE

Description	Amount	Description	Amount
Level C w/Polytyvek		Leather Gloves (per pair)	
Level C w/Saranex		Neoprene Gloves (per pair)	
Level C w/Barricade		Chemical Boots (per pair)	
Level D		Haz Mat Boots (per pair)	
Modified Level D		Half Face Respirator	
Tyvek Suit		Full Face Respirator	
Tyvek Suit - Poly Coated		Defender Cartridges	
Tvyek Suit - Saranex		Defender Cartridges w/HEPA	
Tyvek Suit - Barricade		Other	
PV/Nitrile Gloves (per pair)		Other	

DATE : 4/26/25 **TIME IN :** 7:00 AM **TIME OUT :** 4:00 PM

DRIVER : HHW Event **TRAILER# :** _____

GENERATOR SIGNATURE: HHW Event

Waller County

MM0066464463

END

TRL - 520288

113937-25

Item 14.

Please print or type.

Form Approved. OMB N

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
TXD074196338	5	(877) 577-2669	016884825 FLE

GENERATOR

5. Generator's Name and Mailing Address
Waller County HHW
2950 FM 359
Generator's Phone: PATTISON TX 77423

Generator's Site Address (if different than mailing address)
Waller County HHW
775 Business 290 east
HEMPSTEAD TX 77445

6. Transporter 1 Company Name: CLEAN EARTH SPECIALTY WASTE SOLUTIONS — U.S. EPA ID Number: MNS000110924

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address
PHILIP RECLAMATION SERVICES HOUSTON, LLC
4050 Homestead Road
Facility's Phone: HOUSTON, TX 77028 (713) 679-2300 — U.S. EPA ID Number: TXD074196338

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1. UN1950 AEROSOLS 2.1	03	DF	341	P	HOUS H01H
X	2. UN1950 AEROSOLS 2.1	02	DF	48	P	HOUS H01H
	3. NON-RCRA, NON-DOT REGULATED MATERIAL (ANTIFREEZE)	01	DM	140	P	HOUS 2961
X	4. UN1760 CORROSIVE LIQUIDS, N.O.S. (POTASSIUM HYDROXIDE, SODIUM HYDROXIDE) 8 PGIII	01	DF	42	P	HOUS H01H

14. Special Handling Instructions and Additional Information
(1) 2500011881-GB - ERG(126) AEROSOLS (2) 2500011882-DD - ERG(126) AEROSOLS - FOAM INSU (3) 2500011883-GB - ANTIFREEZE
(4) 2500011884-DD - ERG(154) CORROSIVE - BASIC, HOUSEHOLD HAZARDOUS WASTE EXEMPT PER 40 CFR 261.4(b)(1)

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Joshua San Diego — Signature — Month 4 Day 24 Year 25

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Joshua Marks — Signature — Month 4 Day 26 Year 25
Transporter 2 Printed/Typed Name — Signature — Month Day Year

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
1. H141 2. H141 3. H141 4. H141

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Khernandez — Signature — Month 5 Day 8 Year 25

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

Please print or type. 113937-25 5897301 Form Approved. OMB

Item 14.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)

21. Generator ID Number: TXD074196338

22. Page 2 of 5

23. Manifest Tracking Number: 015884825ELE

24. Generator's Name: Waller County HHW
2850 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	5 UN1760 CORROSIVE LIQUIDS, N.O.S. (HYDROCHLORIC ACID, SULFURIC ACID) 8 PGIII	01	DF	30	P	HOUS	D01H	
X	6 UN3134 WATER-REACTIVE SOLID, TOXIC, N.O.S. (AZODICARBONAMIDE, PERMETHRIN) 4.3 (6.1) PGII	Ø	DF	Ø	P	HOUS	D01H	
X	7 UN2813 WATER-REACTIVE SOLID, N.O.S. (ZINC PHOSPHIDE) 4.3 PGIII	Ø	DF	Ø	P	HOUS	D01H	
X	8 UN1325 FLAMMABLE SOLIDS, ORGANIC, N.O.S. (PETROLEUM DISTILLATES, XYLENE) 4.1 PGIII	03	DF	308	P	HOUS	D09H	
X	9 UN1325 FLAMMABLE SOLIDS, ORGANIC, N.O.S. (PETROLEUM DISTILLATES, XYLENE) 4.1 PGIII	Ø	CF	Ø	P	HOUS	D09H	
X	10 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (MERCURY, LEAD) 9 PGIII	01	CF	04	P	HOUS	D19H	
X	11 ~~UN1789 HYDROCHLORIC ACID, (WITH NOT MORE THAN 80 PERCENT STRENGTH) 8 (6.1) PGII~~ NON-RCRA, NON DOT Regulated material (latex paint)	01	DF	51	P	HOUS	~~D09H~~ 1191	KK
	12 NON-RCRA, NON-DOT REGULATED MATERIAL (LATEX PAINT)	03	CF	1896	P	HOUS	1191	
X	13 UN3480 LITHIUM ION BATTERIES 9	01	DF	09	P	HOUS	D09H	
X	14 UN1944 MATCHES, SAFETY [(BOOK, CARD OR STRIKE ON BOX)] (UNDER WATER) 4.1 PGIII	Ø	DF	Ø	P	HOUS	D19H	

32. Special Handling Instructions and Additional Information (5) 2500011096-00 - ERG(154) CORROSIVES - ACIDIC, (6) 2500011089-00 - ERG(139) DANGEROUS WHEN WET, (7) 2500011090-00 - ERG(138) DANGEROUS WHEN WET, (8) 2500011092-00 - ERG(133) FLAMMABLES SOLID (PR (9) 2500011092-00 - ERG(133) FLAMMABLES SOLID (PR (10) 2500011093-00 - ERG(171) FLUORESCENT BULBS (11) ~~2500011095-00 - ERG(157) HYDROFLUORIC ACIDS~~ 25000 | 1896 (12) ~~2500011096-00~~ - LATEX PAINT (PACKED) (13) 2500011098-00 - ERG(147) LITHIUM ION (M) 2500011096-00

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

(5)	(6)	(7)	(8)	(9)
H141			H141	

(10)	(11)	(12)	(13)	(14)
H141	H141	H141	H141	

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

113937-25 5897301

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Item 14.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)

21. Generator ID Number: TXD074196338

22. Page 3 of 5

23. Manifest Tracking Number: 016884825FLE

24. Generator's Name: Waller County HHW
2950 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
	15 UN3506 MERCURY CONTAINED IN MANUFACTURED ARTICLES 8 (6.1) RQ (1 LB.)	Ø	DF	Ø	P	HOUS	117H	
	16 NON-RCRA, NON-DOT REGULATED MATERIAL (NON PCB BALLASTS)	Ø	DF	Ø	P	HOUS	319I	
X	17 UN1263 PAINT 3 PGII	02	CF	1608	P	HOUS	209H	
X	18 UN3105 ORGANIC PEROXIDE TYPE D, LIQUID (METHYL ETHYL KETONE PEROXIDE (40%) 5.2	01	DF	03	P	HOUS	001H	
X	19 UN3108 ORGANIC PEROXIDE TYPE E, SOLID (BENZOYL PEROXIDE) 5.2	Ø	DF	Ø	P	HOUS	001H	
X	20 UN1479 OXIDIZING SOLID, N.O.S. (1-BROMO-3-CHLORO,-5,5-DIMETHYL-IMIDAZOLIDINE,2,4-DIONE) 5.1 PGIII	Ø	DF	Ø	P	HOUS	409H	
X	21 UN2014 HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS 5.1 (8) PGII	Ø	DF	Ø	P	HOUS	001H	
X	22 UN3087 OXIDIZING SOLID, TOXIC, N.O.S. (LEAD NITRATE, SODIUM NITRATE) 5.1 (6.1) PGII	01	DF	09	P	HOUS	319H	
X	23 UN3139 OXIDIZING LIQUID, N.O.S. (SODIUM HYPOCHLORITE, POTASSIUM HYPOCHLORITE) 5.1 PGII	01	DF	20	P	HOUS	119H	
X	24 UN1479 OXIDIZING SOLID, N.O.S. (TRICHLOROISOCYANURIC ACID, POTASSIUM DICHLOROISOCYANURATE) 5.1 PGIII	Ø	DF	Ø	P	HOUS	409H	

32. Special Handling Instructions and Additional Information (15) 2500011101-00 - ERG(172) MERCURY IN MANUFACTU (16) 2500011104-00 - NON-PCB LAMP BALLAST (17) 2500011105-00 - ERG(128) OIL BASED PAINT (Loo (18) 2500011106-00 - ERG(145) (OXIDIZERS) ORGANIC (19) 2500011110-00 - ERG(145) ORGANIC - BENZOYL PE (20) 2500011111-00 - ERG(140) OXIDIZERS (BROMINE T (21) 2500011112-00 - ERG(140) OXIDIZERS (HYDROGEN (22) 2500011116-00 - ERG(141) OXIDIZERS (INORGANIC (23) 2500011121-00 - ERG(140) OXIDIZERS

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

(15)	(16)	(17)	H141	(18)	H141	(19)
(20)	(21)	(22)	H141	(23)	H141	(24)

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

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Item 14.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)

21. Generator ID Number: TXD074196338

22. Page 4 of 5

23. Manifest Tracking Number: 016384825FLE

24. Generator's Name
Waller County HHW
2950 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	25 UN3212 HYPOCHLORITES, INORGANIC, N.O.S. (CALCIUM HYPOCHLORITE, LITHIUM HYPOCHLORITE) 5.1 PGII	01	DF	16	P	HOUS	319H	
RQ	26 UN2588 PESTICIDES, SOLID, TOXIC, N.O.S. (DIAZINON, 2,4-D) 6.1 PGIII RQ(1 LB.)	01	DF	26	P	HOUS	401H	
RQ	27 UN2903 PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. (FLASH POINT NOT LESS THAN 23 DEGREES C) (DIAZINON, PETROLEUM DISTILLATES) 6.1 (3) PGIII RQ(1 LB.)	02	CF	357	P	HOUS	119H	
X	28 UN1057 LIGHTERS (BUTANE, ISOBUTANE, DOT-SP13179) 2.1	Ø	DF	Ø	P	HOUS	801H	
X	29 UN3080 ISOCYANATES, TOXIC, FLAMMABLE, N.O.S. (HEXAMETHYLENE DIISOCYANATE, DIPHENYLMETHANE DIISOCYANATE) 6.1 (3) PGII	Ø	DF	Ø	P	HOUS	801H	
X	30 UN1384 SODIUM DITHIONITE 4.2 PGII	Ø	DF	Ø	P	HOUS	409H	
X	31 UN2734 AMINES, LIQUID, CORROSIVE, FLAMMABLE, N.O.S. (DIETHYLENETRIAMINE, DIMETHYLAMINE) 8 (3) PGII	Ø	DF	Ø	P	HOUS	801H	
X	32 NA1325 FUSEE [(RAILWAY OR HIGHWAY)] (ROAD FLARES UNDER WATER) 4.1 PGII	Ø	DF	Ø	P	HOUS	409H	
X	33 UN1334 NAPHTHALENE, REFINED (MOTHBALLS) 4.1 PGIII	Ø	DF	Ø	P	HOUS	801H	
RQ	34 UN1993 FLAMMABLE LIQUIDS, N.O.S. (XYLENE, PETROLEUM DISTILLATES) 3 PGIII RQ(100 LBS.)	1 Ø	DF	Ø	P	HOUS	219H	

KH

32. Special Handling Instructions and Additional Information (25) 2500011131-00 - ERG(140) OXIDIZERS (SOLID HYP (26) 2500011132-00 - ERG(151) PESTICIDE SOLIDS, LO (27) 2500011136-00 - ERG(131) POISON LIQUIDS (28) 2500011139-00 - ERG(115) REACTIVES - CIGARETT (29) 2500011140-00 - ERG(155) REACTIVES (ISOCYANAT (30) 2500011145-00 - ERG(135) SELF HEATING SOLIDS, (31) 2500011147-00 - ERG(132) AMINES (LOOSEPACK) (32) 2500011148-00 - ERG(133) ROAD FLARES, UNDER W (33) 2500011149-00 -

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

(25)	(26)	(27)	(28)	(29)
H141	H141	H141		

(30)	(31)	(32)	(33)	(34)
				H141

KH

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

113937-25

5897301

Please print or type.

Form Approved. OMB N

Item 14.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page 5 of 5	23. Manifest Tracking Number
	TXD074196330		016884825FLE

24. Generator's Name
Waller County HHW
2950 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	35 UN1993 FLAMMABLE LIQUIDS, N.O.S. (XYLENE, PETROLEUM DISTILLATES) 3 PGIII	01	DF	115	P	HOUS	204H	
X	36 UN1325 FLAMMABLE SOLIDS, ORGANIC, N.O.S. (PETROLEUM DISTILLATES, XYLENE) 4.1 PGIII	Ø	CF	Ø	P	HOUS	409H	
X	37 UN1325 FLAMMABLE SOLIDS, ORGANIC, N.O.S. (CHARCOAL, WOOD DUST UNDER WATER) 4.1 PGII	Ø	DF	Ø	P	HOUS	001H	44
X	38 UN1978 PROPANE 2.1	01	DF	47	P	HOUS	801H	41
X	39 UN3028 BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, (NICKEL CADMIUM BATTERIES) 8	Ø	DF	Ø	P	HOUS	309H	
RQ	40 UN2794 BATTERIES, WET, FILLED WITH ACID, (LEAD ACID BATTERIES) 8 RQ(10 lbs)	01	DF	04	P	HOUS	309H	
	41 NON-RCRA, NON-DOT REGULATED MATERIAL (ALKALINE BATTERIES)	01	DF	24	P	HOUS	309I	
X	42 UN3090 LITHIUM METAL BATTERIES 9	Ø	DF	Ø	P	HOUS	309H	
	43 NON-RCRA, NON-DOT REGULATED MATERIAL (USED OIL)	01	~~TP~~	1,300	P	HOUS	205I	
RQ	44 UN1993 Flammable liquids, N.O.S. (xylene, Petroleum Distillates) 3PGIII	1	DM	194	P	HOUS	219H	

32. Special Handling Instructions and Additional Information (35) 2500011153-00 - ERG(128) FLAMMABLES (LOOSE PA (36) 2500011157-00 - ERG(133) FLAMMABLES SOLID (LO (37) 2500011163-00 - ERG(133) REACTIVES-FLAMMABLE (38) 2500011166-00 - ERG(115) PROPANE (BBQ SIZE CY (39) 2500011170-00 - ERG(154) NICKEL CADMIUM BATTE (40) 2500011172-00 - ERG(154) LEAD ACID BATTERIES (41) 2500011174-00 - ALKALINE BATTERIES (42) 2500011176-00 - ERG(138) LITHIUM METAL BATTER (43) 2500012332-00 - USED OIL (44) 2500011151

KH

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy
added line 44

KH

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

(35)	(36)	(37)	(38)	(39)
H141			H141	

(40)	(41)	(42)	(43)	
H141	H141		H141	H141

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

INVOICE # **76904330165**
INVOICE DATE 05/27/2025 **SERVICE DATE** 03/29/2025
CUSTOMER ID # PX0580 **AX#** **TERMS** NET 30

PLEASE REMIT TO
29338 Network Pl. Chicago, IL 60673-1293
p. (866) 303-7344
e. CleanEarth-ESOLAR@cleanearthinc.com

ATTN.: Brooke Bacuetes
WALLER COUNTY, TEXAS
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

SITE ADDRESS:
WALLER COUNTY HHW
775 BUSINESS 290 E
HEMPSTEAD, TX 77445

ORDER 5886953 Waller County HHW **PO #** 96357

03/29/2025

Equipment & Accessories :				
	FORKLIFT	1.00 @	565.030 / E	$565.03
Labor Charges :				
	TECHNICIAN, STRAIGHT TIME 4HR MIN (PORTAL TO PORTAL)	19.50 @	35.150 / E	$685.43
	CHEMIST, STRAIGHT TIME 4HR MIN (PORTAL TO PORTAL)	6.50 @	50.610 / E	$328.97
	PROJECT MANAGER, STRAIGHT TIME 4HR MIN (PORTAL TO PORTAL)	6.50 @	59.390 / E	$386.04
Supplies & Materials :				
	PLASTIC SHEETING	1.00 @	144.390 / E	$144.39

03/29/2025 Doc No. 094779-25 Manifest 016884551FLE Waste Receipt HOU-C2179

1	2500011081-00 - AEROSOLS	1.00 @	558.740 / BX	$558.74
2	2500011170-00 - NICKEL CADMIUM BATTERIES	1.00 @	62.780 / DM05	$62.78
3	2500011172-00 - LEAD ACID BATTERIES	1.00 @	35.000 / DM05	$35.00
4	2500011176-00 - LITHIUM METAL BATTERIES	1.00 @	163.230 / DM05	$163.23
6	2500011084-00 - CORROSIVE - BASIC, LOOSEPACK	1.00 @	194.630 / DM55	$194.63
7	2500011086-00 - CORROSIVES - ACIDIC, LOOSEPACK	1.00 @	62.780 / DM05	$62.78
8	2500011092-00 - FLAMMABLES SOLID (PACKED) PRM	1.00 @	652.800 / BX	$652.80
9	2500011093-00 - FLUORESCENT BULBS	8.00 @	0.940 / P	$7.52
9	2500011093-00 - FLUORESCENT BULBS	9.00 @	0.940 / P	$8.46
10	2500012332-00 - USED OIL	1.00 @	408.100 / T275	$408.10
11	2500011105-00 - OIL BASED PAINT (LOOSE PACK)	1.00 @	759.650 / BX	$759.65
14	2500011129-00 - OXIDIZERS (ORGANIC CHLORINATING SOLIDS) (LOOSEPACKED)	1.00 @	431.000 / DM15	$431.00
16	2500011132-00 - PESTICIDE SOLIDS, LOOSEPACK	1.00 @	778.480 / BX	$778.48
17	2500011136-00 - POISON LIQUIDS	2.00 @	335.000 / DM55	$670.00
19	2500011151-00 - FLAMMABLES (BULKED)	1.00 @	129.900 / DM55	$129.90
20	2500011153-00 - FLAMMABLES (LOOSE PACKED)	2.00 @	157.700 / DM55	$315.40

DIRECT INQUIRES TO: ESOL Customer Experience Inquiries_eso@cleanearthinc.com

INVOICE # **76904330165**
INVOICE DATE 05/27/2025 **SERVICE DATE** 03/29/2025
CUSTOMER ID # PX0580 **AX#** **TERMS** NET 30

PLEASE REMIT TO
29338 Network Pl. Chicago, IL 60673-1293
p. (866) 303-7344
e. CleanEarth-ESOLAR@cleanearthinc.com

ATTN.: Brooke Bacuetes
WALLER COUNTY, TEXAS
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

SITE ADDRESS:
WALLER COUNTY HHW
775 BUSINESS 290 E
HEMPSTEAD, TX 77445

ORDER 5886953 Waller County HHW **PO #** 96357

22	2500011166-00 - PROPANE (SMALL CAMPING CYLINDERS)	1.00 @ 1240.530 / DM55	$1,240.53
23	2500011093-00 - FLUORESCENT BULBS	3.00 @ 0.940 / P	$2.82
24	2500011096-00 - LATEX PAINT (PACKED)	5.00 @ 495.970 / BX	$2,479.85
25	2500011174-00 - ALKALINE BATTERIES	1.00 @ 226.010 / MN05	$226.01
Hazardous Waste Fees :			
	EPA E-MANIFEST FEE - Waller County HHW	1.00 @ 25.000 / E	$25.00

Sub Total $11,322.54

INVOICE TOTAL $11,322.54

DIRECT INQUIRES TO: ESOL Customer Experience Inquiries_eso@cleanearthinc.com

Order # 5886953

CleanEarth

Ordered on 03/28/2025 **Business Segment** HHW **Location** 6960 **Zone #**

Job Started 03/28/2025 **Account Rep** 350 Kelby Neal

Generator (746769) Waller County HHW
775 Business 290 E
HEMPSTEAD,TX 77445

Epa Id TXD074196338
State Id 30271
Fax #
Phone # (972) 329-1200

Onsite Contact Name

Billing (PX0580) Waller County, Texas
Contact Name Brook Bacuetes
Phone # (281) 216-2073

Sales Coordinator : Pam Ford
PO # 96357

Demurrage Applicable? No **Information needs updating(circle if it does):** ☐

Customer Notes:

Detailed Job Description

ME ID
DELIVER SUPPLIES FRIDAY 03/28 @ 2:00PM. MEET PATRICK ON SITE. . CONTACT AT 346-455-8444. . ADDRESS 2950 FM RD 359, PATTISON, TX 77423. . PATTISON FIRE DEPARTMENT. .

Manifests 094779-25 **Scheduled:**

Line	Item	Description	Container	Shipping	Billing
0002	REC11	2500011170-00 - NICKEL CADMIUM BATTERIES	1.00 DF	14.0000 P	14.0000 P
0003	REC05	2500011172-00 - LEAD ACID BATTERIES (TQ#:Book)	1.00 DF	66.0000 P	66.0000 P
0004	REC09	2500011176-00 - LITHIUM METAL BATTERIES	1.00 DF	4.0000 P	4.0000 P
0006	WAT16-B	2500011084-00 - CORROSIVE - BASIC, LOOSEPACK	1.00 DF	45.0000 P	45.0000 P
0007	WAT16-A	2500011086-00 - CORROSIVES - ACIDIC, LOOSEPACK	1.00 DF	25.0000 P	25.0000 P
0008	AF06-1	2500011092-00 - FLAMMABLES SOLID (PACKED) PRM	1.00 CF	448.0000 P	448.0000 P
0009	REC06	2500011093-00 - FLUORESCENT BULBS (TQ#:Book)	1.00 CF	11.0000 P	8.0000 0
0011	AF06	2500011105-00 - OIL BASED PAINT (Loose Pack)	1.00 CF	409.0000 P	409.0000 P
0014	INC14-E	2500011129-00 - OXIDIZERS (ORGANIC CHLORINATING	1.00 DF	45.0000 P	45.0000 P
0016	INC25	2500011132-00 - PESTICIDE SOLIDS, LOOSEPACK	1.00 CF	186.0000 P	186.0000 P
0017	INC14-P	2500011136-00 - POISON LIQUIDS (TQ#:Book)	2.00 DF	225.0000 P	225.0000 P
0019	AF01	2500011151-00 - FLAMMABLES (BULKED) (TQ#:Book)	1.00 DF	123.0000 P	123.0000 P
0020	AF07	2500011153-00 - FLAMMABLES (LOOSE PACKED)	2.00 DF	271.0000 P	271.0000 P
0022	REC61	2500011166-00 - PROPANE (SMALL CAMPING	1.00 DF	50.0000 P	50.0000 E
0023	REC06	2500011093-00 - FLUORESCENT BULBS (TQ#:Book)	1.00 DF	3.0000 P	3.0000 P
0024	REC49	2500011096-00 - LATEX PAINT (PACKED) (TQ#:Book)	5.00 CF	2217.0000 P	2217.0000 P
0025	REC24	2500011174-00 - ALKALINE BATTERIES (TQ#:Book)	1.00 DF	66.0000 P	66.0000 P
0027	LBCHEMST	Chemist, Straight Time 4HR Min (Portal to Portal)	0.00	6.5000 E	6.5000 E
0028	LBENVTST	Technician, Straight Time 4Hr Min (Portal to Portal)	0.00	84.5000 E	84.5000 E
0029	EQFORK5K	Forklift (TQ#:Book)	0.00	1.0000 E	1.0000 E
0030	SPVISQUN	Plastic Sheeting (TQ#:Book)	0.00	1.0000 E	1.0000 E
0031	REC07	2500012332-00 - USED OIL (TQ#:Book)	1.00 TP	817.0000 P	817.0000 P
0032	AF08	2500011081-00 - AEROSOLS (TQ#:Book)	1.00 CF	225.0000 P	225.0000 P
0033	REC06	2500011093-00 - FLUORESCENT BULBS (TQ#:Book)	1.00 CF	10.0000 P	9.0000 0
0034	LBPROMST	Project Manager, Straight Time 4HR Min (Portal to Portal)	0.00	6.5000 E	6.5000 E

Order # 5886953

CleanEarth

Materials/Supplies			
	Items picked-up	**Items Delivered/Replaced**	**Notes**
55G Poly Open Top			
55G Poly Closed Top			
55G Metal Closed Top			
55G Metal Open Top			
30G Poly Open Top			
30G Metal Open Top			
30G Metal Closed Top			
15G Poly Open Top			
15G Metal Open Top			
15G Metal Closed Top			
5G Poly Open Top			
5G Metal Open Top			
CYB			
Liners			
275G Tote			
330G Tote			
Vermiculite (bag)			
Oil Dry (bag)			
Galaxy Bags			
8x4' Lightbulbs			
Universal Pads (15"x20") (bale)			
Oil-Only Pads (15"x20") (bale)			
85 Metal Overpack			
95 Poly Overpack			
Other			
Other			
Medical Supplies			
8G Poly Open Top			
18G Poly Open Top			
2G Poly Open Top			
1.5 Quart			
5G Carboy			
RX35 (20G CF)			

Order # 5886953

CleanEarth

Labor Categories		Arrival Time	Departure Time
SUP	Supervisor		
CH	Chemist	7:00 AM	1:30 PM
	Project Manager	7:00 AM	1:30 PM
	Technician x13	7:00 AM	1:30 PM
	Operator		
	Other		

Vehicles	Unit #	Arrival Time	Departure Time
Pickup Truck/Car/Van			
Box Truck w/Liftgate			
Tractor w/Tanker			
Roll Off Truck			
Vacuum Straight Truck			
Vacuum Tractor Trailer (70bbl)			
Bobtail Roll-off (130bbl)			

Equipment/PPE

Description	Amount	Description	Amount
Level C w/Polytyvek		Leather Gloves (per pair)	
Level C w/Saranex		Neoprene Gloves (per pair)	
Level C w/Barricade		Chemical Boots (per pair)	
Level D		Haz Mat Boots (per pair)	
Modified Level D		Half Face Respirator	
Tyvek Suit		Full Face Respirator	
Tyvek Suit - Poly Coated		Defender Cartridges	
Tvyek Suit - Saranex		Defender Cartridges w/HEPA	
Tyvek Suit - Barricade		Other	
PV/Nitrile Gloves (per pair)		Other	

DATE : 3/29/25 **TIME IN :** 7:00 AM **TIME OUT :** 1:30 PM

DRIVER : HHW Event **TRAILER# :**

GENERATOR SIGNATURE: HHW Event

Waller County

MM0066200 72

END

Trailer #530223

Please print or type:

Form Approved. OMB

Item 15.

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
TXD074196338	4	(877) 577-2659	016884551 FLE

GENERATOR

5. Generator's Name and Mailing Address

Waller County HHW
2950 FM 359
PATTISON TX 77423

Generator's Phone:

Generator's Site Address (if different than mailing address)

Waller County HHW
2950 FM 359,
PATTISON TX 77423

6. Transporter 1 Company Name: CLEAN EARTH SPECIALTY WASTE SOLUTIONS — U.S. EPA ID Number: MNS000110924

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address

PHILIP RECLAMATION SERVICES HOUSTON, LLC
4050 Homestead Road
HOUSTON, TX 77028 (713) 679-2300

Facility's Phone: — U.S. EPA ID Number: TXD074196338

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes		
X	1. UN1950 AEROSOLS 2.1	1	CF	225	P	HOUS	A01H	
X	2. UN3028 BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, (NICKEL CADMIUM BATTERIES) 8	1	DF	14	P	HOUS	309H	
RQ	3. UN2794 BATTERIES, WET, FILLED WITH ACID, (LEAD ACID BATTERIES) 8 RQ(10 lbs)	1	DF	66	P	HOUS	305H	
X	4. UN3090 LITHIUM METAL BATTERIES 9	1	DF	4	P	HOUS	309H	

14. Special Handling Instructions and Additional Information

(1) 25000111081-00 - ERG(126) AEROSOLS (2) 25000111170-00 - ERG(154) NICKEL CADMIUM BATTE (3) 25000111172-00 - ERG(154) LEAD ACID BATTERIES (4) 25000111176-00 - ERG(138) LITHIUM METAL BATTERHOUSEHOLD HAZARDOUS WASTE EXEMPT PER 40 CFR 261.4(b)(1)

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Patrick San Diego — Signature — Month 3 Day 29 Year 25

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Keith Young — Signature — Month 3 Day 29 Year 25

Transporter 2 Printed/Typed Name — Signature — Month Day Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H141	H141	H141

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: K. Altamirano — Signature — Month 4 Day 10 Year 25

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

094779-25

5886953

Please print or type.

Form Approved. OMB

Item 15.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page 2 of 4	23. Manifest Tracking Number
	TXD074196338		016884551ELE

24. Generator's Name

Waller County HHW
2950 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

	27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
~~5~~	X	~~UN1950 AEROSOLS 2.1~~ (F) DO NOT SHIP	0	DF	0	P			
6	X	UN1760 CORROSIVE LIQUIDS, N.O.S. (POTASSIUM HYDROXIDE, SODIUM HYDROXIDE) 8 PGIII	1	DF	45	P	HOUS	081H	
7	X	UN1760 CORROSIVE LIQUIDS, N.O.S. (HYDROCHLORIC ACID, SULFURIC ACID) 8 PGIII	1	DF	25	P	HOUS	081H	
8	X	UN1325 FLAMMABLE SOLIDS, ORGANIC, N.O.S. (PETROLEUM DISTILLATES, XYLENE) 4.1 PGIII	1	CF	448	P	HOUS	409H	
9	X	UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (MERCURY, LEAD) 9 PGIII	2	CF	19	P	HOUS	319H	
10	~~X~~	~~UN3506 MERCURY CONTAINED IN MANUFACTURED ARTICLES 8 (6.1) PG(~~ NON-RCRA, NON-DOT REGULATED MATERIAL CMH 3/20	1	TP	817	P	HOUS	2091	
11	X	UN1263 PAINT 3 PGII	1	CF	409	P	HOUS	209H	
12	X	UN3087 OXIDIZING SOLID, TOXIC, N.O.S. (LEAD NITRATE, SODIUM NITRATE) 5.1 (6.1) PGII	0	DF	0	P	HOUS	319H	
13	X	UN3139 OXIDIZING LIQUID, N.O.S. (SODIUM HYPOCHLORITE, POTASSIUM HYPOCHLORITE) 5.1 PGII	0	DF	0	P	HOUS	119H	
14	X	UN1479 OXIDIZING SOLID, N.O.S. (TRICHLOROISOCYANURIC ACID, POTASSIUM DICHLOROISOCYANURATE) 5.1 PGIII	1	DF	45	P	HOUS	409H	

GENERATOR

32. Special Handling Instructions and Additional Information (5) ~~2500011084-00 - ERG(154) CORROSIVE~~ (F) ~~- BASIC, L (7) 2500011086-00 - ERG(154) CORROSIVES~~ (F) ~~- ACIDIC (8) 2500011092-00 - ERG(133) FLAMMABLES SOLID (PA~~ (F) (6) 2500011084-00 - ERG(154) CORROSIVE - BASIC, L (7) 2500011086-00 - ERG(154) CORROSIVES - ACIDIC (8) 2500011092-00 - ERG(133) FLAMMABLES SOLID (PA (9) 2500011093-00 - ERG(171) FLUORESCENT BULBS (10) ~~2500011102-00 - ERG(141) OXIDIZERS (INORGANIC (11) 2500011105-00 - ERG(128) OIL BASED PAINT (Loo~~ 2500012332-00 USED OIL (11) 2500011105-00 - ERG(128) OIL BASED PAINT (Loo (12) 2500011116-00 - ERG(141) OXIDIZERS (INORGANIC (13) 2500011121-00 - ERG(140) OXIDIZERS

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

34. Transporter _____ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e. codes for hazardous waste treatment, disposal, and recycling systems)

(5)	(6)	(7)	(8)	(9)
	H141	H141	H141	H141

(10)	(11)	(12)	(13)	(14)
H141	H141			H141

094779-25 5886953

Please print or type. Form Approved. OMB N

Item 15.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page 3 of 4	23. Manifest Tracking Number
	TXD074196338		016884551FLE

24. Generator's Name
Waller County HHW
2950 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
X	15 UN3212 HYPOCHLORITES, INORGANIC, N.O.S. (CALCIUM HYPOCHLORITE, LITHIUM HYPOCHLORITE) 5.1 PGII	Ø	DF	Ø	P	HOUS	319H	
RQ	16 UN2588 PESTICIDES, SOLID, TOXIC, N.O.S. (DIAZINON, 2,4-D) 6.1 PGIII RQ(1 LB.)	1	CF	186	P	HOUS	401H	
RQ	17 UN2903 PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. (FLASH POINT NOT LESS THAN 23 DEGREES C) (DIAZINON, PETROLEUM DISTILLATES) 6.1 (3) PGIII RQ(1 LB.)	2	DF	225	P	HOUS	119H	
X	18 UN1334 NAPHTHALENE, REFINED (MOTHBALLS) 4.1 PGIII	Ø	DF	Ø	P	HOUS	801H	
RQ	19 UN1993 FLAMMABLE LIQUIDS, N.O.S. (XYLENE, PETROLEUM DISTILLATES) 3 PGIII RQ(100 LBS.)	1	DF	123	P	HOUS	219H	
X	20 UN1993 FLAMMABLE LIQUIDS, N.O.S. (XYLENE, PETROLEUM DISTILLATES) 3 PGIII	2	DF	271	P	HOUS	204H	
X	21 UN1978 PROPANE 2.1	Ø	CY	Ø	P	HOUS	801H	
X	22 UN1978 PROPANE 2.1	1	DF	50	P	HOUS	801H	
X	23 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (MERCURY, LEAD) 9 PGIII	1	DF	03	P	HOUS	319H	
	24 NON-RCRA, NON-DOT REGULATED MATERIAL (LATEX PAINT)	5	CF	2217	P	HOUS	1191	

GENERATOR

32. Special Handling Instructions and Additional Information
(15) 2500011131-00 - ERG(140) OXIDIZERS (SOLID HYP (16) 2500011132-00 - ERG(151) PESTICIDE SOLIDS, LO (17) 2500011136-00 - ERG(131) POISON LIQUIDS (18) 2500011149-00 - ERG(133) FLAMMABLE SOLIDS (NA (19) 2500011151-00 - ERG(128) FLAMMABLES (BULKED) (20) 2500011153-00 - ERG(128) FLAMMABLES (LOOSE PA (21) 2500011166-00 - ERG(115) PROPANE (BBQ SIZE CY (22) 2500011166-00 (47) RG(115) PROPANE (BBQ SIZE CY (23) 2500011093-00 -

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

(15)	(16)	(17)	(18)	(19)
	H141	H141		H141

(20)	(21)	(22)	(23)	(24)
H141		H141	H141	H141

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

094779-25

5086953

Form Approved. OMB N

Item 15.

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)

21. Generator ID Number: TXD074196338

22. Page 4 of 4

23. Manifest Tracking Number: 016884551FLE

24. Generator's Name: Waller County HHW
2950 FM 359 , PATTISON TX 77423

25. Transporter _____ Company Name — U.S. EPA ID Number

26. Transporter _____ Company Name — U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
	25 NON-RCRA, NON-DOT REGULATED MATERIAL (ALKALINE BATTERIES)	1	DF	66	P	HOUS	3091	
X	26 UN3105 ORGANIC PEROXIDE TYPE D, LIQUID (METHYL ETHYL KETONE PEROXIDE (40%) 5.2	Ø	DF	Ø	P	HOUS	001H	
X	27 UN2813 WATER-REACTIVE SOLID, N.O.S. (ZINC PHOSPHIDE) 4.3 PGIII	Ø	DF	Ø	P	HOUS	001H	
X	28 UN1944 MATCHES, SAFETY [(BOOK, CARD OR STRIKE ON BOX)] (UNDER WATER) 4.1 PGIII	Ø	DF	Ø	P	HOUS	319H	
	29							
	30							
	31							
	32							
	33							
	34							

GENERATOR

32. Special Handling Instructions and Additional Information (25) 2500011174-00 - ALKALINE BATTERIES (26) 2500011106-00 - ERG(145) (OXIDIZERS) ORGANIC (27) 2500011098-00 - ERG(138) DANGEROUS WHEN WET, (28) 2500011099-00 - ERG(133) MATCHES, PACKED UNDE

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

(25)	(26)	(27)	(28)
H141			

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

BOXX Modular Inc.
6811 Gant Road
Houston, TX
77066
USA
Tel: 281-213-8232 Fax: 281-213-8233

INVOICE **ORIGINAL**

Invoice To:
County of Waller
425 FM 1488 Suite 106
Hempstead TX 77445
USA

Number	**BXHS 34153093**
Date:	06/01/2025
Terms:	NET 30
Due Date:	07/01/2025
Project:	BIAH1664

Contact: Danny Rothe
Ref:

Serial No.	Description	Qty	From	To	Rate/Price	Total
	Personal Property Fee	1	Jun 01,2025	Jun 30,2025	$92.00	$92.00
	ADA Straight Ramp	1	Jun 01,2025	Jun 30,2025	$500.00	$500.00
OSW125619BR01659 OSW-01659	12x56 Mobile Unit w/RR OSW-01659	1	Jun 01,2025	Jun 30,2025	$1,150.00	$1,150.00
	Window Security Bars	1	Jun 01,2025	Jun 30,2025	$45.00	$45.00
	Stairs	1	Jun 01,2025	Jun 30,2025	$45.00	$45.00

Location: 775 Business 290 East
Hempstead TX 77445
USA

Remarks: (Project Code consolidation)
Project Code: BIAH1664 Based On Deliveries
34144932.

Subtotal	**$1,832.00**
Total Tax	$0.00
Total	**$1,832.00**
Applied amount	**$0.00**
Amount Due	**$1,832.00**

If you have any questions or concerns regarding this document please contact:

Name: Andrea Martinez
Phone:
Fax:
Email: amartinez@boxxmodular.com

MAY20'25PM4:04TREASURER

MAY20'25AM10:12AUDITOR

Registration # 023750
Joan Sargent Waller Co. Treasurer
Deputy JG Date 5-21-25

MAY21'25PM3:08AUDITOR

Please make check payable to: Boxx Modular Inc - Receivables
PO Box 675103
Dallas, TX 75267-5103
USA
Or Send EFT remittances to accounting@boxxmodular.com

BOXX Modular Inc.
6811 Gant Road
Houston, TX
77066
USA
Tel: 281-213-8232 Fax: 281-213-8233

INVOICE **ORIGINAL**

Invoice To:
County of Waller
425 FM 1488, Suite 119
Hempstead TX 77445
USA

Number	**BXHS 34153125**
Date:	05/23/2025
Terms:	NET 30
Due Date:	06/22/2025
Project:	BMP00064

Contact: Caroline Jones
Ref: Final Milestone

Serial No.	Description	Qty	From	To	Rate/Price	Total
	Due at Substantial Completion of BOXX Modular's Scope of Work	1			$75,886.10	$75,886.10

Location: 400 Sheriff R. Glenn Smith Drive
Hempstead TX 77445
USA

Remarks: BMP00064 Waller County

Subtotal	**$75,886.10**
Total Tax	$0.00
Total	**$75,886.10**
Applied amount	**$0.00**
Amount Due	**$75,886.10**

If you have any questions or concerns regarding this document please contact:

Name: Miriam Robinson
Phone: 484-220-5165
Fax:
Email: mrobinson@boxxmodular.com

Please make check payable to: Boxx Modular Inc - Receivables
PO Box 675103
Dallas, TX 75267-5103
USA
Or Send EFT remittances to accounting@boxxmodular.com

King Architectural Consulting Services
817-992-3120
142 Northchase Dr.
Willow Park, TX 76087

KING
Architectural Consulting Services PLLC

Billed To
Danny Rothe
Waller County
836 Austin Street
Hempstead, TX 77445

Date of Issue
05/07/2025

Due Date
06/13/2025

Invoice Number
0000055

Amount Due (USD)
$259.67

Description	Rate	Qty	Line Total
Third Party Architectural Services Office time 1 hour for pay app evaluation, no on site observation this month	$150.00	1	$150.00
Insurance Reimbursable	$109.67	1	$109.67

Subtotal	*259.67*
Tax	0.00
Total	259.67
Amount Paid	0.00
Amount Due (USD)	$259.67

Notes
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the practices of persons registered as architects in Texas. TDLR address, PO Box 12157, Austin TX 78711. 800-803-9202.

Terms
Thank You!

HISCOX
encourage courage®

Payment schedule

King Architectural Consulting Services PLLC

Below is your monthly payment schedule. Hiscox will collect funds automatically on the dates listed. You will not receive any further billing statements unless you make a change to your policy, so it is important to keep this document for future reference.

Upcoming payment schedule

You will be charged the amounts listed below on the following dates:

• September 7, 2024	$109.63
• October 7, 2024	$109.67
• November 7, 2024	$109.67
• December 7, 2024	$109.67
• January 7, 2025	$109.67
• February 7, 2025	$109.67
• March 7, 2025	$109.67
• April 7, 2025	$109.67
• May 7, 2025	$109.67
• June 7, 2025	$109.67
• July 7, 2025	$109.67
• August 7, 2025	$109.67

INVOICE #55 MAY 7, 2025

To ensure your business remains protected, your coverage will automatically renew with the same payment method and frequency listed above. You will receive a new payment schedule and updated policy documents at least 45 days before renewal.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance producer in all states and DC. In California, Hiscox Inc. does business as Hiscox Insurance Agency (License no.: 0F09668). This information is provided to assist you in understanding how renewals work and does not modify the terms and conditions of any current or future Insurance policy, nor does it imply that any claims is covered. Coverage is subject to underwriting, terms conditions, and limits of the policy.

STATE OF TEXAS
COUNTY OF WALLER

TERMINATION OF CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, APEX AG CHEM, INC., PENINSULA DEVELOPMENT, INC., AND PLATEAU PRODUCTS, INC.

WHEREAS, Waller County, Texas ("County"), APEX Ag Chem, Inc. ("APEX"), Peninsula Development, Inc. ("Peninsula"), and Plateau Products, Inc. ("Plateau") entered into a Tax Abatement Agreement on August 3, 2022 ("Agreement"), which is identified as Contract ID# 220803-06 and is attached hereto and incorporated herein as Exhibit 1;

WHEREAS, APEX, Peninsula, and Plateau sold the property subject to the Agreement on March 15, 2024 to Rainbow Agro Supply Chain, LLC and Apex Agro, LLC; and

WHEREAS, APEX, Peninsula, and Plateau now wish to terminate the Agreement;

NOW, THEREFORE the parties hereto mutually agree as follows:

1. The above stated recitals are incorporated into this Termination.
2. The County, APEX, Peninsula, and Plateau hereby terminate the tax abatement agreement entered into between the parties on August 3, 2022 and having contract ID 220803-06.
3. The Agreement is terminated effective as of June 11, 2025.
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.

WALLER COUNTY, TEXAS

_____
Carbett "Trey" J. DUHON III
County Judge

_____
Date

Attest

_____
Debbie Hollan
County Clerk

_____
Date

APEX AG CHEM, INC.
APEX Ag Chem, Inc, a Texas corporation

Larry Matthews

Larry Matthews, President

5-15-25

Date

PENINSULA DEVELOPMENT, INC.

Peninsula Development, Inc., a Texas corporation

Larry Matthews

Larry Matthews, President

5-15-25

Date

PLATEAU PRODUCTS, INC.

Plateau Products, Inc., a Texas corporation

Larry Matthews

Larry Matthews, President

5-15-25

Date

Contract ID # 220803-06

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND APEX AG CHEM, INC., PENINSULA DEVELOPMENT, INC., AND PLATEAU PRODUCTS, INC.

This Agreement is entered into by and between the County of Waller, Texas ("COUNTY"), duly acting herein by and through the County Judge, and APEX Ag Chem, Inc., Peninsula Development, Inc., and Plateau Products, Inc. (collectively referred to as "OWNER"), which is the owner of the taxable real and personal property located within Waller County, Texas, and the area generally located within the Waller County Twinwood Business Park Reinvestment Zone 12, Brookshire, TX, a Reinvestment Zone ("REINVESTMENT ZONE"), on this the 3rd day of August, 2022.

RECITALS:

WHEREAS, on February 28, 2018, the COUNTY passed an Order designating TWINWOOD BUSINESS PARK as a Reinvestment Zone, which was renamed to WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 by Commissioners Court Order on December 21, 2021, ("ORDERS") included in Exhibit "C," for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312; and

WHEREAS, the County has previously adopted Tax Abatement Policy Guidelines &

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

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

NOW THEREFORE, the parties 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 make or cause to be made real and personal property improvements (the "Improvements") at the Premises, and the Improvements shall be of the kind, number, and location specifically described in Exhibit "B," which is attached hereto and incorporated herein. In addition, OWNER shall install or maintain at the Premises a taxable value of the Improvement types described on Exhibit "B" hereto for purposes of allowing OWNER to operate the Premises as required in Section 3.

   a. 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.

   b. 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.

3. OWNER shall, by YEAR 1 of the Abatement Period referenced in Section 9.a., and until the expiration of this Agreement, continuously operate and maintain the Premises as a manufacturing facility. If OWNER operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.

4. OWNER shall file the Forms 50-116, 50-141, 50-142, and any other required documentation, to verify personal property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the term of this Agreement for so long as the law requires annual application. Failure to do so will result in the termination of this Agreement.

5. OWNER shall, in writing in a form reasonably acceptable to both OWNER and the County and, until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the Employee requirements set forth herein.

6. EMPLOYEES: For the duration of this Agreement, OWNER shall employ an agreed number of persons as set forth below.

    a. By the end of YEAR 1 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, at least fifteen (15) Employees (as defined herein) must be employed at or based from the Premises, including 4 remote employees. The parties agree and understand that the number of Employees within a certain class may increase or decrease and that OWNER follow the Employee requirements so long as fifteen (15) Employees are employed during the

term of this Agreement, as described herein, regardless of the number of new Employees in each position.

b. An Employee is a person who (i) is an employee or contract employee of OWNER and paid directly, or in the case of a contract employee, paid directly or indirectly, by OWNER, and (ii) regularly works at least 40 hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

c. To the greatest extent possible, and where there are qualified applicants living in Waller County, OWNER shall make a good faith effort to employ all such persons living in Waller County, Texas. If OWNER finds a resident of Waller County can be hired, but only after additional training, OWNER will contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.

d. OWNER, upon request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review OWNER records and documents on location at the Premises that are directly related to OWNER obligations with regards to the Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 5; provided, however, such review must be done during normal business hours no more than once per calendar year, the County shall not be permitted to photocopy any documentation. OWNER may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute), the County agrees it will make best efforts not to interrupt the OWNER business with such reviews,

and OWNER shall not be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees.

7. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period 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, including the value of any partially completed Improvements.

8. INVENTORY: Beginning with the YEAR 1 of the Abatement Period, and continuing during the term of the Agreement, OWNER shall maintain a minimum additional $250,000 rendered taxable inventory value at the Premises, compared to the rendered taxable inventory value at the Premises for the year ended December 31, 2022 (the "Baseline Year"), as a result of the improvements listed in Exhibit "B." OWNER agrees to render the Personal Property for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. OWNER shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of OWNER tax documents to the County for the purpose of verifying rendered inventory values.

9. 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 only for real and personal property Improvements for the Premises, which would otherwise be owed to the County shall be abated for a period of years, commencing January 1, 2023 and terminating December 31, 2027 ("Abatement Period").

a. Said Abatement Period shall be only for qualifying real and personal property Improvements, referenced in Exhibit "B", in an amount equal to the percentages listed below:

YEAR 1 (2023)	- 100%
YEAR 2 (2024)	- 50%
YEAR 3 (2025)	- 50%
YEAR 4 (2026)	- 25%
YEAR 5 (2027)	- 25%

b. The abatement percentages in Section 9(a) shall be applied only to the taxes assessed for each year during the Abatement Period on the value of the real and personal property Improvements only of the types shown on Exhibit "B."

c. OWNER shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect OWNER's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

d. 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 to the nearest whole number. 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:

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

a. Improvements are not installed in accordance with this Agreement as described in Exhibit "B", except where force majeure is provided under Section 2(b);

b. OWNER fails to employ the number of persons in accordance with this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;

c. OWNER fails to timely file annual renditions for the Premises and any and all Improvements or OWNER fails to file an annual application with the appraisal district for so long as the law requires such an application;

d. OWNER allows their 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;

e. OWNER operates the Premises in violation of public health and safety laws, or allows the Premises or any part thereof to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;

f. For duration of the Abatement Period, if OWNER fails to maintain an additional minimum $250,000 rendered taxable value of inventory at the Premises compared to the Baseline Year, as a result of the improvements listed in Exhibit B, then OWNER shall not be entitled to the abatement of property taxes for the year in which the default occurs.

11. In the event OWNER defaults as described in Section 10, the County shall give OWNER written notice of such default. If OWNER has not cured such default under Section 10 within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to affect such cure, does not commence such cure within such sixty (60) days and diligently pursue it to completion, the County may take the actions permitted in Section 13.

12. In the event that OWNER fails to maintain the required minimum number of Employees at the Premises for any consecutive 90-day period, the tax abatement granted by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the 90-day period. For example, if the actual average number of Employees 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 reducing the abatement by 7%. Should OWNER not maintain the required number of employees, and reduce the taxable value of real property as a result of tax protest, then the greater of the two shall be applied to the reduction.

13. In the event of default under Section 10(a) and Section 10(c-e), the County may (after notice and opportunity to cure as provided for herein) terminate this Agreement, and the County, in such event, 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 OWNER were in default

under Section 10(a) and Section 10 (c-e) and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 11.

a. In addition to any taxes due as a result of default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the statutory rate of 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.

MISCELLANEOUS:

14. 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.

15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned by OWNER without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, OWNER may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with OWNER; provided that OWNER shall provide notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment. This Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.

16. 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, judgments, and reasonable attorney's fees relating to OWNER's performance of this Agreement or OWNER's Premises or Improvements.

17. 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. The County agrees (i) to give OWNER notice of its intent to inspect the Premises a reasonable amount of time prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) OWNER shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's inspections, if any, shall not constitute an acknowledgment or certification to OWNER, or any third party, that OWNER followed federal, state, or local laws or regulations.

18. 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. Any disputes regarding this agreement shall be litigated or mediated in Waller County, TX.

19. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on August 3, 2022, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

20. All amendments and additions to this Agreement and its Exhibits must be approved by OWNER and the Waller County Commissioners Court.

21. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

22. 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.

23. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

24. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

25. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.

26. OWNER shall endeavor to 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 OWNER of the request.

27. Any party hereto may request an estoppel certificate related to this project (each, a "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNER or other party designated by OWNER which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

28. OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

29. 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 203
Hempstead, Texas 77445

For APEX Ag Chem, Inc.:

Larry Matthews
P.O. Box 802427
Houston, TX 77280

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

This Agreement is being executed on August 3, 2022

Waller County

Carbett "Trey" Duhon III
Waller County Judge

AUG 0 3 2022
Date

ATTEST:

Debbie Hollan
Waller County Clerk

AUG 0 3 2022
Date

APEX Ag Chem, Inc.

By: Larry Matthews
Name: Larry Matthews
Title: President

8-9-2022
Date

Peninsula Development, Inc.

By: Larry Matthews 8-9-2022
Date

Name: Larry Matthews
Title: President

Plateau Products, Inc.

By: Lawrence Matthews 8-9-2022
Date

Name: Larry Matthews
Title: President

May 4, 2022
Job No. LJAS001-7777-1071

DESCRIPTION OF
5.548 ACRES OF LAND

Being 5.548 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in the 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.) and that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., said Woods Road & I-10 Investments, Inc. 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 5.548 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" previously set for the south end of southeast cutback corner at the intersection of N Twinwood Center Drive (called 100' wide) and Discovery Hills Parkway (called 100' wide) as shown on Twinwood Business Park Phase 2 Street Dedication, a subdivision of record in Instrument Number 2008672, W.C.O.P.R.;

Thence, North 72° 59' 34" East, along said southeast cutback, 34.63 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner on the south right-of-way line of said N Twinwood Center Drive, the beginning of a non-tangent curve;

Thence, 27.85 feet, continuing along said south right-of-way line and the arc of a non-tangent curve to the right, having a radius of 450.00 feet, a central angle of 03° 32' 47", and a chord which bears South 57° 29' 09" East, 27.85 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner;

Thence, South 55° 42' 45" East, continuing along said south right-of-way line, 107.02 feet to 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner, the beginning of a tangent curve;

Thence, 256.34 feet along said south right-of-way line and the arc of a tangent curve to the left, having a radius of 450.00 feet, a central angle of 32° 38' 19", and a chord which bears South 72° 01' 54" East, 252.89 feet 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

5.548 Acres

May 4, 2022
Job No. LJAS001-7777-1071

Thence, South 46° 16' 39" East, continuing along said south right-of-way line, 36.11 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner in the west line of that certain called 0.7154 acre tract described in the deed to Waller County, Texas by an instrument of record in Instrument Number 2105042, W.C.O.P.R.;

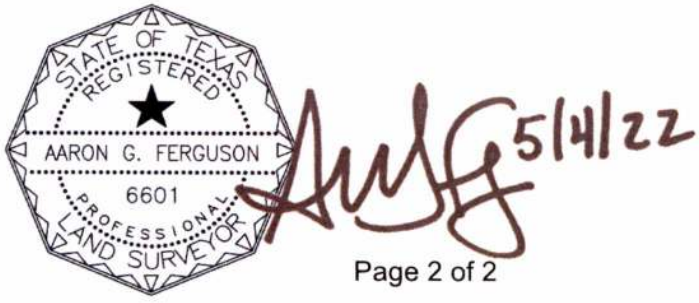
Thence, South 02° 36' 44" East, departing said south right-of-way line and along the west line of said 0.7154 acre tract, 301.93 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner on the north line of aforementioned 6.35 acre tract;

Thence, South 02° 31' 07" East, 23.26 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner on the south line of said 6.35 acre tract, common to the north that certain called 17.2825 acre tract described in the deed to Kohinoor Group, LP. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R;

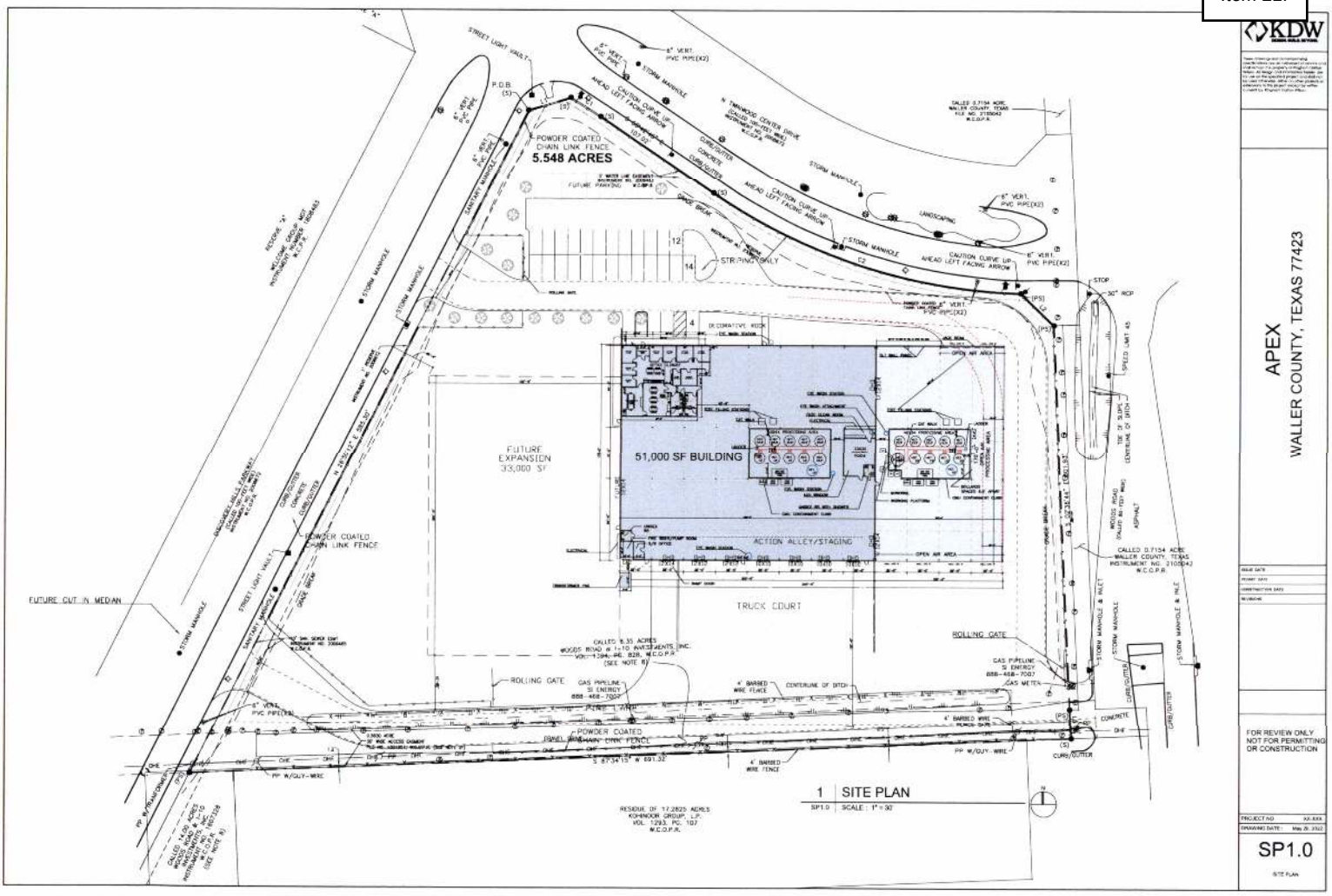
Thence, South 87° 34' 15" West, along the north line of said 17.2825 acre tract and the north line of that certain called 14.00 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in File Number 1607328, W.C.O.P.R., common to the south line of said 6.35 acre tract, 691.32 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner in the east right-of-way line of the aforementioned Discovery Hills Parkway;

Thence, North 26° 50' 12" East, departing the north line of said 14.00 acre tract, common to the south line of said 6.35 acre tract, along said east right-of-way line, 585.30 feet to the POINT OF BEGINNING and containing 5.548 acres of land.

THIS METES AND BOUNDS DESCRIPTION IS ISSUED IN CONJUNCTION WITH A SURVEY BY LJA SURVEYING, INC. OF THE SAME CERTIFICATION DATA SHOWN HEREON, HEREBY REFERENCED AS PART 1 OF 2. PART 2 OF 2 IS THIS METES AND BOUNDS DESCRIPTION.



S:\Sectors\Survey\Projects\LJAS001\7777\1071\07 Documents\5.548 AC M&B.docx



KDW

APEX
WALLER COUNTY, TEXAS 77423

FOR REVIEW ONLY
NOT FOR PERMITTING
OR CONSTRUCTION

PROJECT NO XX-XXX
DRAWING DATE: May 26, 2022

SP1.0
SITE PLAN

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	Value
Buildings	$5,128,385
Driveways & Parking	included in above
Fencing	$90,000
Other Improvements	
Total	$5,218,385.00

"**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)

INDOOR SITE 1

APEX Ag Chem existing $165,877
Coating equipment, Scales, Tote fillers, Bulkhead

APEX Ag Chem to be purchased $542,000 Mixer, Tanks, Tote filler, Scale, Forklift, Compressor, Pumps, Filters, Valves

OUTDOOR SITE 2

Plateau Products, Inc

existing $530,140 Valpress Ball Value, Automatic tote filler, Bluff Steel Truck, Forklifts x3, Lab equipment, Tanks x 2, Fans x 2, Mixer & Skid System, Transfer pump, Hydro test equipment

Exhibit C

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 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;

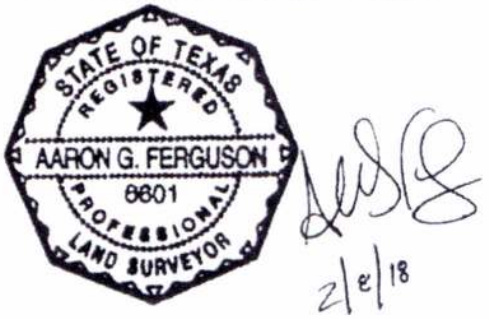
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

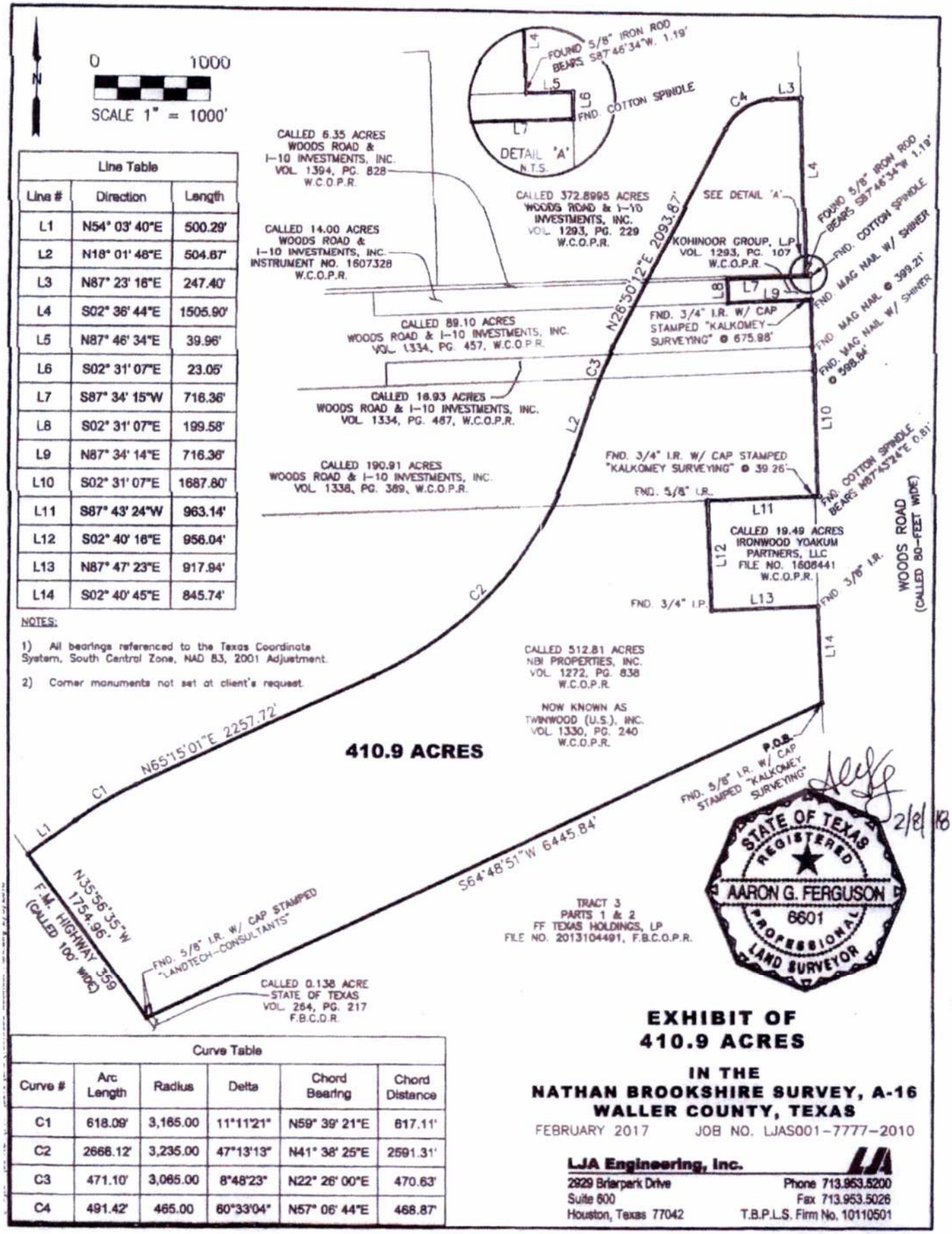
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $14,290.50

Please make check payable to:

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

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Please mail check to:

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

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Purpose of check: Inv # 99447-1 Project # 2117 Neuman Rd

Charge to GL line: Mobility Bond

Julie Adams 5-13-25

Signature of Person Submitting Request **Date**

5-19-25

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

RG Miller | DCCM

R.G. Miller Engineers, Inc.

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

Remit Payment: **R.G. Miller Engineers, Inc.**
By Check: 1080 Eldridge Pkwy, Suite 600, Houston, TX 77077
Electronic Instructions: Bank: First Merchants Bank Acct#: 101174891 Wire/ACH ABA: 074900857 BIC/ SWIFT CODE: FMECUS33 (International)

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

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

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

Professional Engineering Services related to
Project: Neuman Road

INVOICE

Date of Invoice: 2-May-25 **RGME Invoice No.** 99447-1
RGME Project No.: 2117.0000
Period of Services: 4/02/2025 TO 4/20/2025

TASK Code	Phase Description		Contract Fee	% Complete	Invoiced to Date	Previously Invoiced	Current Invoice		Amount of Contract Value Remaining
100	PER Phase	LS	$190,540.00	8%	$14,290.50	$0.00	$14,290.50		$176,249.50
200	Design Phase	LS	$238,750.00	0%	$0.00	$0.00	$0.00		$238,750.00
210	Topographic Survey	T&M	$117,548.00	0%	$0.00	$0.00	$0.00		$117,548.00
220	Geotechnical Services	T&M	$99,567.00	0%	$0.00	$0.00	$0.00		$99,567.00
230	Subsurface Utility Engineering	T&M	$158,630.00	0%	$0.00	$0.00	$0.00		$158,630.00
240	Bridge Design	T&M	$73,080.00	0%	$0.00	$0.00	$0.00		$73,080.00
250	Environmental Services	T&M	$16,866.00	0%	$0.00	$0.00	$0.00		$16,866.00
300	Bid Phase	LS	$11,800.00	0%	$0.00	$0.00	$0.00		$11,800.00
	Total:		$906,781.00		$14,290.50	$0.00	$14,290.50		$892,490.50
	OVERALL TOTALS		**$906,781.00**	**2%**	**$14,290.50**	**$0.00**	**$14,290.50**		**$892,490.50**

AMOUNT DUE THIS INVOICE: **$14,290.50**

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

Approved by:

Alberto Espinoza, P.E.
Senior Project Manager

May 2, 2025
Date

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

Neuman Road
April 2025 Progress Report

Summary of Work Accomplished in April 2025

- Subconsultant coordination and project setup
- Kick-off meeting, meeting minutes, and schedule update

Summary of Work to be Accomplished in May 2025

- Subconsultant coordination
- Assist survey with Right-of-Entry

Project Schedule and Upcoming Deliverables

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

Outstanding Issues or Information Needs

Open Issues

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $17,676.22

Please make check payable to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Purpose of check: Invoice # 71462-01 Project # 69938 Clay Rd

Professional Services from March 19, 2025 to March 31, 2025

Charge to GL line: Mobility Bond

Julie Adams 5-12-25

Signature of Person Submitting Request **Date**

5-19-25

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

Bond Program

BinkleyBarfield

DCCM

INVOICE

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

Waller Co.

J. Ross McCall, PE
County Engineer
775 Bus 290 East
Hempstead, TX 77445

April 24, 2025
Project No: 0000069938.0000
Invoice No: 71462-01
Waller Co. Project # 23406

Project Manager: Kevin Mineo
Deputy Project Manager: James Fields

Total Contract Value: 2,245,846.00

Project 0000069938.0000 Waller County - Clay Rd

Professional Services from March 19, 2025 to March 31, 2025

Phase 0000 Design

Task 1000 Project Managememt

Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
Project Management	49,091.00	6.00	2,945.46	0.00	2,945.46
Drainage Data Collection	12,692.00	0.00	0.00	0.00	0.00
Prelim- Rdwy	261,818.00	5.00	13,090.90	0.00	13,090.90
Prelim-Drainage	109,324.00	1.50	1,639.86	0.00	1,639.86
Final Design-Rdwy	586,559.00	0.00	0.00	0.00	0.00
Final Design-Drainage	276,322.00	0.00	0.00	0.00	0.00
SUE	165,634.00	0.00	0.00	0.00	0.00
GeoTechnical	77,278.00	0.00	0.00	0.00	0.00
Survey	152,645.00	0.00	0.00	0.00	0.00
Structural	91,713.00	0.00	0.00	0.00	0.00
Traffic	18,858.00	0.00	0.00	0.00	0.00
Environmental	18,866.00	0.00	0.00	0.00	0.00
Total Fee	1,820,800.00		17,676.22	0.00	17,676.22
	Total Fee				**17,676.22**
			Total this Task:		**$17,676.22**
			Total this Phase:		**$17,676.22**

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

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

Total this Task:

Project 0000069938.0000 Waller County - Clay Rd Invoice 71462-01

Task 2000 Drainage CPS

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

Total this Task:

Task SUB1 Weisser CPS

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

Total this Task:

Total this Phase:

Phase 0800 Optional Additional

Task 1000 Traffic SUB TDSI

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

Total this Task:

Task 1001 Survey SUB Weisser

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

Total this Task:

Total this Phase:

TOTAL DUE THIS INVOICE: $17,676.22

BinkleyBarfield | DCCM

Monthly Progress Report
March 2025

Project: Waller County – Clay Rd

Project No.: 0000069938 **P.O. No.:**

I. Work Completed to Date

- Attended kickoff meeting with Waller County and LJA
- Held internal kickoff meeting with subconsultants
- Reviewed plans & provided comments for Clay Rd project between Schlipf Rd and Bartlett Rd
- Began data collection
- Began work on preliminary plans
- Started assembling PER

II. Work Planned for Next Period

- Mobilize survey, geotechnical, and traffic for field work and data collection
- Review as-builts
- Continued work on preliminary plans and PER

III. Milestone Submittals

Submittal	Expected Due Date
Preliminary Design Submittal	7/18/2025
70% Design Submittal	11/21/2025
95% Design Submittal	2/20/2026
100% Design Submittal	4/24/2026

James Fields

James Fields, P.E.
Project Manager – Transportation

Date: April 24, 2025

Document1

Project Tracker:
0000069938.0000 Waller County - Clay Rd

Invoice Number. 71462-01
Billing Period: March 19, 2025- March 31, 2025
Waller Co. Project No. 23406

	Invoice #
Weisser	
Linfield	
KCI	
Consor	
TEDSI	

Phase	Contract Fee	% Complete to Date	Billed to Date	Consultant	Mar-25- Inv.71462-01	Fee Remaning
Roadway and Drainage Design						
Project Management	$ 49,091.00	6.00%	$ 2,945.46	BBI	$ 2,945.46	$ 46,145.54
Drainage Data Collection	$ 12,692.00	0.00%	$ -	BBI	$ -	$ 12,692.00
Prelim. Roadway	$ 261,818.00	5.00%	$ 13,090.90	BBI	$ 13,090.90	$ 248,727.10
Prelim.Drainage	$ 109,324.00	1.50%	$ 1,639.86	BBI	$ 1,639.86	$ 107,684.14
Final Design	$ 586,559.00	0.00%	$ -	BBI	$ -	$ 586,559.00
Final Design-Drainage	$ 276,322.00	0.00%	$ -	BBI	$ -	$ 276,322.00
SUE	$ 165,634.00	0.00%	$ -	BBI	$ -	$ 165,634.00
GeoTechnical	$ 77,278.00	0.00%	$ -	KCI	$ -	$ 77,278.00
Survey	$ 152,645.00	0.00%	$ -	Weisser	$ -	$ 152,645.00
Structural	$ 91,713.00	0.00%	$ -	Linfield	$ -	$ 91,713.00
Traffic	$ 18,858.00	0.00%	$ -	TEDSI	$ -	$ 18,858.00
Environmental	$ 18,866.00	0.00%	$ -	Consor	$ -	$ 18,866.00
Construction Phase Services	$ 162,746.00	0.00%	$ -	Weisser	$ -	$ 162,746.00
Optional Additional	$ 262,300.00	0.00%	$ -	TEDSI/Weisser	$ -	$ 262,300.00
Total	**$ 2,245,846.00**	**0.79%**	**$ 17,676.22**		**$ 17,676.22**	**$ 2,228,169.78**

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $4,738.40

Please make check payable to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Purpose of check: Invoice # 71475-01 Project # 69974 Penick Rd

Professional Services from March 19, 2025 to March 31, 2025

Charge to GL line: Mobility Bond

Julie Adams 5-12-25

Signature of Person Submitting Request **Date**

5-19-25

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

Bond Program

BinkleyBarfield

DCCM

INVOICE

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

Waller County
J. Ross McCall, PE
County Engineer
775 Bus 290 East
Hempstead, TX 77445

April 24, 2025
Project No: 0000069974.0000
Invoice No: 71475-01

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

Total Contract Value: 1,532,634.00

Project 0000069974.0000 Waller County - Penick Rd

Professional Services from March 19, 2025 to March 31, 2025

Phase 0000 General

Task 1000 Roadway

Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
General	49,821.00	6.00	2,989.26	0.00	2,989.26
Preliminary Engineering	223,460.00	0.7828	1,749.14	0.00	1,749.14
Final Design	765,438.00	0.00	0.00	0.00	0.00
SUE	69,992.00	0.00	0.00	0.00	0.00
Environmental	29,455.00	0.00	0.00	0.00	0.00
Geotechnical	40,297.00	0.00	0.00	0.00	0.00
Survey	208,434.00	0.00	0.00	0.00	0.00
Total Fee	1,386,897.00		4,738.40	0.00	4,738.40
	Total Fee				**4,738.40**
			Total this Task:		**$4,738.40**
			Total this Phase:		**$4,738.40**

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

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

Total this Task:

Task SUB1 Woolpert CPS

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

Project	0000069974.0000	Waller County -Penick Rd	Invoice	71475-01

Total this Task:

Total this Phase:

Phase	0900	SUE
Task	SUB2	KCI SUE - Optional Additional Services UC

Total this Task:

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

Total this Phase:

Phase	1400	Survey
Task	SUB2	Woolpert Surveying - Optional Additional Services UC

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

Total this Task:

Total this Phase:

TOTAL DUE THIS INVOICE: **$4,738.40**

BinkleyBarfield | DCCM

Monthly Progress Report
March 2025

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

I. Work Completed to Date

Task 1: Project Kickoff
- Meetings with design team (3/27) and Waller County (4/2).
- Coordination of prelim. Survey, Geotech, ENV, Drainage and SUE tasks.

Task 2: Project Site Visit
- Travel to and from site location.
- Data collection and documented existing conditions.
-

II. Work Planned for Next Period (April 2025)

Task 1: Identification and approval of Boring Locations
Task 2: Draft 'Right-Of-Entry' (ROE) letters
Task 3: Begin Survey, Geotech, ENV and SUE data collection
Task 4: Preliminary Design
- Roadway, Drainage design.
- Prelim TCP concepts.

A: Project Management
- Subcontract approval.
- Work Authorizations (WA) / Notice to Proceed (NTP).

B: Monthly Meeting
- Monthly meeting with Waller County (4/28) (Last Monday of each month until PER, then switch to Bi-monthly).

Milestone Submittals	Expected Due Date
Prelim. Design Submittal (PER and Schematic)	7/16/2025
70% Design Submittal	12/3/2025
100% Design Submittal	3/25/2026

Your Name Here
Your Title Here

Date: April 16, 2025

Project Tracker:
0000069974.0000 Waller County - Penick Rd

Invoice Number: 71475-01

Billing Period: March 19, 2025- March 31, 2025

Waller Project No.: 23302

	Invoice #
Woolpert	
Terracon	
KCI	
Geotech	

Phase	Contract Fee	% Complete to Date	Billed to Date	Consultant	Mar-25- Inv. 71475-01	Fee Remaning
Roadway and Drainage Design						
General Roadway	$ 49,821.00	6.00%	$ 2,989 26	BBI	$ 2,989.26	$ 46,831.74
Preliminary Engineering	$ 223,460.00	0.78%	$ 1,749 14	BBI	$ 1,749.14	$ 221,710.86
Final Design	$ 765,438.00	0.00%	$ -	BBI		$ 765,438.00
SUE	$ 69,992.00	0.00%	$ -	KCI		$ 69,992.00
Environmental	$ 29,455.00	0.00%	$ -	Terracon		$ 29,455.00
Geotechnical	$ 40,297.00	0.00%	$ -	Geotech		$ 40,297.00
Survey	$ 208,434.00	0.00%	$ -	Woolpert		$ 208,434.00
Construction Phase Services	$ 145,737.00	0.00%	$ -			$ 145,737.00
Total	**$ 1,532,634.00**	**0.31%**	**$ 4,738.40**		**$ 4,738.40**	**$ 1,527,895.60**

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $53,248.86

Please make check payable to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: Binkley & Barfield, Inc.

Address: 1710 Seamist Drive

Houston, TX 77008

Purpose of check: Invoice # 72214 Project # 23406 Clay Rd

Professional Services from April 1,, 2025 to April 30th, 2025

Charge to GL line: Mobility Bond

Julie Adams 5-22-25

Signature of Person Submitting Request — Date

Ross McCall 5/25/25

Signature of Official/Department Head Submitting Request — Date

BinkleyBarfield

DCCM

INVOICE

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

Waller Co.

J. Ross McCall, PE
County Engineer
775 Bus 290 East
Hempstead, TX 77445

May 16, 2025
Project No: 0000069938.0000
Invoice No: 72214
Waller Co. Project # 23406
Project Manager: Kevin Mineo
Deputy Project Manager: James Fields

Total Contract Value: 2,245,846.00

Project 0000069938.0000 Waller County - Clay Rd

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

Phase 0000 Design

Task 1000 Project Managememt

Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
Project Management	49,091.00	14.00	6,872.74	2,945.46	3,927.28
Drainage Data Collection	12,692.00	15.00	1,903.80	0.00	1,903.80
Prelim- Rdwy	261,818.00	15.00	39,272.70	13,090.90	26,181.80
Prelim-Drainage	109,324.00	3.50	3,826.34	1,639.86	2,186.48
Final Design-Rdwy	586,559.00	0.00	0.00	0.00	0.00
Final Design-Drainage	276,322.00	0.00	0.00	0.00	0.00
SUE	165,634.00	0.00	0.00	0.00	0.00
GeoTechnical	77,278.00	0.00	0.00	0.00	0.00
Survey	152,645.00	12.4796	19,049.50	0.00	19,049.50
Structural	91,713.00	0.00	0.00	0.00	0.00
Traffic	18,858.00	0.00	0.00	0.00	0.00
Environmental	18,866.00	0.00	0.00	0.00	0.00
Total Fee	1,820,800.00		70,925.08	17,676.22	53,248.86
	Total Fee				**53,248.86**
			Total this Task:		**$53,248.86**
			Total this Phase:		**$53,248.86**

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

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

Total this Task:

Project	0000069938.0000	Waller County - Clay Rd	Invoice	72214

Task	2000	Drainage CPS			
Billing Limits			**Current**	**Prior**	**To-Date**
Total Billings			0.00	0.00	0.00
Limit					13,828.00
Remaining					13,828.00
				Total this Task:	

Task	SUB1	Weisser CPS			
Billing Limits			**Current**	**Prior**	**To-Date**
Total Billings			0.00	0.00	0.00
Limit					17,655.00
Remaining					17,655.00
				Total this Task:	
				Total this Phase:	

Phase	0800	Optional Additional			
Task	1000	Traffic SUB TDSI			
Billing Limits			**Current**	**Prior**	**To-Date**
Total Billings			0.00	0.00	0.00
Limit					123,470.00
Remaining					123,470.00
				Total this Task:	

Task	1001	Survey SUB Weisser			
Billing Limits			**Current**	**Prior**	**To-Date**
Total Billings			0.00	0.00	0.00
Limit					138,830.00
Remaining					138,830.00
				Total this Task:	
				Total this Phase:	
				TOTAL DUE THIS INVOICE:	**$53,248.86**

Outstanding Invoices

Number	Date	Balance
71462	4.4.2025	17,676.22
Total		**17,676.22**

Total Now Due	**$70,925.08**

BinkleyBarfield | DCCM

Monthly Progress Report
April 2025

Project: Waller County – Clay Rd

Project No.: 0000069938 **P.O. No.:**

I. Work Completed to Date

- Completed field work for survey (CAD files to be delivered by 5/30)
- Right-of-entry letters have been sent out
- Reviewed as-built plans for WB Clay Rd & Sunterra development
- Met with Blair Bozoarth of Quiddity about history of projects and developments along Clay Rd
- Met with Harris County about adjoining projects and developments
- Started to look at TCP concepts
- Started typical sections
- Started drainage study & determining detention requirements

II. Work Planned for Next Period

- Establish horizontal alignment & begin roadway design
- Send out NOPC letters to utility companies
- Begin field work for geotechnical borings
- Prepare TCP roll plot
- Prepare PER & exhibits

III. Milestone Submittals

Submittal	Expected Due Date
Preliminary Design Submittal	7/18/2025
70% Design Submittal	11/21/2025
95% Design Submittal	2/20/2026
100% Design Submittal	4/24/2026

BinkleyBarfield | DCCM

James Fields

James Fields, P.E.
Project Manager – Transportation

Date: May 16, 2025

J:\WallerCo\0000069938.0000_Waller County - Clay Rd\1.00_Admin\1.03_Billings\02_2025_04\Clay Rd Progress Report 02_2025_04.docx

WEISSER Engineering & Surveying

PO Box 380 • Barker, TX 77413

(281) 579-7300 • weissereng.com
TBPE Reg. No. F-68 • TBPLS Reg. No. 10194324

Invoice

Invoice #:	EI604-1
Invoice Date:	4/30/2025

Bill To

BINKLEY & BARFIELD
1710 SEAMIST DR
HOUSTON, TX 77008

Terms
Net 30

Description	Est Amt	Prev. Inv.	Prior %	Curr %	Total %	Amount
PROJECT NAME: WALLER COUNTY - CLAY RD PROJECT NO.: 0000069938 PROJECT DESCRIPTION: THE PROPOSED IMPROVEMENTS INCLUDE THE WIDENING FOR 2 MILES FROM 2 TO 4 ON CLAY RD. FROM SCHLIPF RD TO PITTS RD.						
SURVEY CONTROL	27,880.00			40.00%	40.00%	11,152.00
EXISTING RIGHT OF WAY MAPPING (CAT. 1 B, COND. 3)	45,790.00			0.00%	0.00%	0.00
TOPOGRAPHIC SURVEY (CAT. 6, COND. 1)	78,975.00			10.00%	10.00%	7,897.50

WEISSER ENG. CO.
ACH INSTRUCTIONS
PROSPERITY BANK
ROUTING NO. 113122655
ACCOUNT NO. 218335428

Subtotal	
Sales Tax (0.0%)	
Total	
Payments/Credits	
Balance Due	

Please include the Invoice Number or a copy of this invoice with your payment.

WEISSER Engineering & Surveying

PO Box 380 • Barker, TX 77413

(281) 579-7300 • weissereng.com
TBPE Reg. No. F-68 • TBPLS Reg. No. 10194324

Invoice

Invoice #:	EI604-1
Invoice Date:	4/30/2025

Bill To

BINKLEY & BARFIELD
1710 SEAMIST DR
HOUSTON, TX 77008

Terms
Net 30

Description	Est Amt	Prev. Inv.	Prior %	Curr %	Total %	Amount
CONTROL AND RIGHT-OF-WAY STAKING - ESTIMATED 3 TRIPS @ $ 5,885.00	5,885.00			0.00%	0.00%	0.00
PARCEL SURVEYS - ESTIMATED 45 PARCELS @ 2,955.00 PER PARCEL	2,955.00			0.00%	0.00%	0.00
SOIL BORING LOCATIONS	3,530.00			0.00%	0.00%	0.00
LEVEL "A" & "B" SUE - ESTIMATED 3 TRIPS @ $ 3,730.00	3,730.00			0.00%	0.00%	0.00
AS PER OUR PROPOSAL DATED DECEMBER 24,2024						

WEISSER ENG. CO.
ACH INSTRUCTIONS
PROSPERITY BANK
ROUTING NO. 113122655
ACCOUNT NO. 218335428

Subtotal	$19,049.50
Sales Tax (0.0%)	$0.00
Total	$19,049.50
Payments/Credits	$0.00
Balance Due	$19,049.50

Please include the Invoice Number or a copy of this invoice with your payment.

Project Tracker:
0000069938.0000 Waller County - Clay Rd

Invoice Number. 72403-02
Billing Period: April 01, 2025- April 30, 2025
Waller Co. Project No. 23406

	Invoice #
Weisser	EI604-1
Linfield	
KCI	
Consor	
TEDSI	

Phase	Contract Fee	% Complete to Date	Billed to Date	Consultant	Apr-25	Current Billing	Fee Remaning
Roadway and Drainage Design							
Project Management	$ 49,091.00	14.00%	$ 6,872.74	BBI	$ 3,927.28	$ 3,927.28	$ 42,218.26
Drainage Data Collection	$ 12,692.00	15.00%	$ 1,903.80	BBI	$ 1,903.80	$ 1,903.80	$ 10,788.20
Prelim. Roadway	$ 261,818.00	15.00%	$ 39,272.70	BBI	$ 26,181.80	$ 26,181.80	$ 222,545.30
Prelim.Drainage	$ 109,324.00	3.50%	$ 3,826.34	BBI	$ 2,186.48	$ 2,186.48	$ 105,497.66
Final Design	$ 586,559.00	0.00%	$ -	BBI		$ -	$ 586,559.00
Final Design-Drainage	$ 276,322.00	0.00%	$ -	BBI		$ -	$ 276,322.00
SUE	$ 165,634.00	0.00%	$ -	BBI		$ -	$ 165,634.00
GeoTechnical	$ 77,278.00	0.00%	$ -	KCI		$ -	$ 77,278.00
Survey	$ 152,645.00	12.48%	$ 19,049.50	Weisser	$ 19,049.50	$ 19,049.50	$ 133,595.50
Structural	$ 91,713.00	0.00%	$ -	Linfield		$ -	$ 91,713.00
Traffic	$ 18,858.00	0.00%	$ -	TEDSI		$ -	$ 18,858.00
Environmental	$ 18,866.00	0.00%	$ -	Consor		$ -	$ 18,866.00
Construction Phase Services	$ 162,746.00	0.00%	$ -	Weisser		$ -	$ 162,746.00
Optional Additional	$ 262,300.00	0.00%	$ -	TEDSI/Weisser		$ -	$ 262,300.00
Total	$ 2,245,846.00	3.16%	$ 70,925.08		$ 53,248.86	$ 53,248.86	$ 2,174,920.92

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Wednesday, May 21, 2025 4:03 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler; Robert McBride
Subject: FW: 2023 Mobility Bond Project-23406- 20250516-Inv.72214-02-BBI-Clay Rd 23406
Attachments: 20250516-Invoice #72214-02-BBIClay Rd23406.pdf

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

Hi!

Please find attached an invoice to be processed and a brief summary of the contents below:

Project: 23406 Clay Road
Invoice total: $53,248.86
Total Percent Spent as of attached invoice: 3.2%
Design schedule changes: None

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



From: Andrea Balbuena <Ybalbuena@dccm.com>
Sent: Friday, May 16, 2025 1:50 PM
To: John Tyler <jtyler@lja.com>; Robert McBride <rmcbride@lja.com>
Cc: Kevin A. Mineo <kmineo@dccm.com>; James Fields <jfields@dccm.com>; Katlyn Dezarn <kdezarn@lja.com>
Subject: 2023 Mobility Bond Project-23406- 20250516-Inv.72214-02-BBI-Clay Rd 23406

[EXTERNAL EMAIL]

Good afternoon,

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $167,155.92

Please make check payable to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Please mail check to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Purpose of check: Invoice # 10 # 202515491 Project # PM5121-2471

Charge to GL line: Mobility Bond

Julie Adams 5-8-25

Signature of Person Submitting Request **Date**

5-19-25

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

Program Ma
512.439.4700
TBPELS F-14256
www.LJAProgramManagement.com
7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735

Waller County
775 Bus 290 East
2000 NW Loop 410
Hempstead, TX 77445
Attention: J. Ross McCall, PE

Invoice Date: 05/07/2025
Invoice No.: 202515491
Project No.: PM5121-2471
Bill No.: 10
P.O. No.: 207745

INVOICE

Description: **Waller County 2023 Road Bond Program GEC**

For Professional Services Rendered: 3/29/2025 through 4/25/2025.

Contract Amount:	**$15,000,000.00**
Authorized Amount:	**$3,000,000.00**
Invoice Amount:	**$167,155.92**
Previous Invoiced Amount:	**$962,616.28**
Invoiced to Date:	**$1,129,772.20**
Balance Remaining:	**$1,870,227.80**

TOTAL AMOUNT DUE THIS INVOICE **$167,155.92**

This invoice is true and unpaid

Approved By: _____

Michael Keck for John Tyler

Mail checks payable to:

LJA Engineering, Inc.
DEPT. 803
P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	5795329241
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

LJA ENGINEERING

3600 W Sam Houston Pkwy S
Suite 600
Houston, TX 77042

Phone 713.953.5200
Fax 713.953.5026
www.lja.com

May 07, 2025

Invoice No: 202515491

For services through 4/25/2025

Bill To:
J. Ross McCall, PE
Waller County
775 Bus 290 East
Hempstead, TX 77445

Questions about the invoice? *Please email Billing@lja.com*

Questions about the payment? *Please email AR@lja.com*

Project No: PM5121-2471 **Waller County Bond Program Management**

Project Manager: John Tyler

T&M Phase: 903 - Utility Coordination

Professional Services	Billed Hours	Billed Rate	Current Billed
Project Coordinator III			
Medina, Natasha	68.00	$139.70	$9,499.60
Utility Coordinator			
Ramirez, Jose	35.00	$172.08	$6,022.80
Subtotal	*103.00*		*$15,522.40*

Total For Phase: 903 **$15,522.40**

T&M Phase: 904 - Program Management

Professional Services	Billed Hours	Billed Rate	Current Billed
Admin/Clerical			
Harper, Carrie	6.50	$109.51	$711.82
Deputy Project Manager			
Freeman, Daniel	88.50	$328.52	$29,074.02
Design Engineer			
Dezarn, Katlyn	158.00	$203.37	$32,132.46
GIS Database Administrator			
Lyde, Robert	6.00	$168.95	$1,013.70
Project Engineer			
Mcbride, Robert	20.00	$234.65	$4,693.00
Project Manager			
Tyler, John	125.00	$350.42	$43,802.50
Senior Project Engineer			
Coronado, Marcus	4.50	$250.30	$1,126.35
Sr. Graphics Designer			
Parks, James	6.00	$119.60	$717.60
Subtotal	*414.50*		*$113,271.45*

	Total For Phase: 904	**$113,271.45**

T&M Phase: 905 - Project Coordination

Professional Services	**Billed Hours**	**Billed Rate**	**Current Billed**
Admin/Clerical			
Solice, Karen	0.25	$109.51	$27.38
Project Engineer			
Mcbride, Robert	11.00	$234.65	$2,581.15
Senior Engineer			
Keck, Michael	35.00	$297.23	$10,403.05
Mikhail, Magdy	9.50	$297.23	$2,823.69
Senior Project Engineer			
Coronado, Marcus	1.00	$250.30	$250.30
Senior Technical Advisor			
Stuart, Justin	28.00	$453.66	$12,702.48
Subtotal	*84.75*		*$28,788.05*
		Total For Phase: 905	**$28,788.05**

T&M Phase: 907 - GIS

Professional Services	**Billed Hours**	**Billed Rate**	**Current Billed**
Design Engineer			
Villarreal Guevara, Alejandro	36.00	$203.37	$7,321.32
Senior Project Engineer			
Coronado, Marcus	9.00	$250.30	$2,252.70
Subtotal	*45.00*		*$9,574.02*
		Total For Phase: 907	**$9,574.02**

	TOTAL AMOUNT DUE	**$167,155.92**

	Current	*Previous*	*Total*	*Contract*
BTD for Total Project	*$167,155.92*	*$962,616.28*	*$1,129,772.20*	*$3,000,000.00*

Mail checks payable to:

LJA Engineering, Inc.
DEPT. 803
P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	5795329241
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

BILLING BACKUP Wednesday, May 7, 2025 7:29:15 AM

T&M Phase: 903 - Utility Coordination

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Project Coordinator III					
Natasha Medina	T805603	03/31/25	1.00	139.70	$139.70
Waller project call with John					
Natasha Medina	T805603	04/01/25	3.00	139.70	$419.10
ROE template spreadsheet review					
Natasha Medina	T805603	04/02/25	1.00	139.70	$139.70
ROE template					
Natasha Medina	T805603	04/04/25	6.00	139.70	$838.20
Call with John ROE template finalization tracking spreadsheets reviewing files					
Natasha Medina	T808236	04/07/25	6.00	139.70	$838.20
calls with John and Katlyn HR Green contract Volkert contracts KCI contract TEDSI contract					
Natasha Medina	T808236	04/08/25	6.00	139.70	$838.20
call with john TEDSI contract KCI contract					
Natasha Medina	T808236	04/09/25	6.00	139.70	$838.20
call with john Sharepoint spreadsheet KCI contract					
Natasha Medina	T808236	04/10/25	5.00	139.70	$698.50
filing looking for ESAs TEDSI contract sharepoint spreadsheet					
Natasha Medina	T808236	04/11/25	3.00	139.70	$419.10
looking through the S drive folders reading the contracts					
Natasha Medina	T810024	04/14/25	2.00	139.70	$279.40
Checking for ESAs					
Natasha Medina	T810024	04/15/25	5.00	139.70	$698.50
Waller spreadsheet					
Natasha Medina	T810024	04/16/25	1.00	139.70	$139.70
spreadsheet update					
Natasha Medina	T810024	04/17/25	1.00	139.70	$139.70
TEDSI contract update					
Natasha Medina	T813531	04/22/25	3.00	139.70	$419.10

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Discussing Waller deadlines and processes while John is Out of Office					
Natasha Medina	T813531	04/23/25	7.00	139.70	$977.90
filing executed contracts read contract					
Natasha Medina	T813531	04/24/25	6.00	139.70	$838.20
updated Morrison/KCI agreement updating spreadsheets					
Natasha Medina	T813531	04/25/25	6.00	139.70	$838.20
sharepoint executed agreements					
Utility Coordinator					
Jose Ramirez	T804919	04/01/25	2.00	172.08	$344.16
MGO					
Jose Ramirez	T804919	04/03/25	1.00	172.08	$172.08
MGO					
Jose Ramirez	T804919	04/04/25	5.00	172.08	$860.40
MGO Permits					
Jose Ramirez	T807551	04/07/25	1.00	172.08	$172.08
MGO					
Jose Ramirez	T807551	04/08/25	5.00	172.08	$860.40
MGO					
Jose Ramirez	T807551	04/09/25	2.00	172.08	$344.16
MGO					
Jose Ramirez	T807551	04/10/25	1.00	172.08	$172.08
Jose Ramirez	T809341	04/15/25	1.00	172.08	$172.08
Jose Ramirez	T809341	04/16/25	3.00	172.08	$516.24
MGO/Waller discussion					
Jose Ramirez	T809341	04/17/25	3.00	172.08	$516.24
MGO					
Jose Ramirez	T809341	04/18/25	5.00	172.08	$860.40
MGO					
Jose Ramirez	T812850	04/21/25	3.00	172.08	$516.24
MGO					
Jose Ramirez	T812850	04/22/25	3.00	172.08	$516.24
mgo					
				Total For Phase: 903	**$15,522.40**

T&M Phase: 904 - Program Management

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Admin/Clerical					
Carrie Harper	T805301	04/01/25	1.00	109.51	$109.51

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Admin					
Carrie Harper	T805301	04/02/25	1.50	109.51	$164.27
Admin					
Carrie Harper	T807934	04/09/25	1.50	109.51	$164.27
Admin and budget update					
Carrie Harper	T809723	04/16/25	1.50	109.51	$164.27
Admin and budget update					
Carrie Harper	T813230	04/23/25	1.00	109.51	$109.51
Admin					
Deputy Project Manager					
Daniel Freeman	T805645	03/31/25	2.00	328.52	$657.04
Daniel Freeman	T805645	04/01/25	6.00	328.52	$1,971.12
Daniel Freeman	T805645	04/02/25	6.00	328.52	$1,971.12
Daniel Freeman	T805645	04/03/25	6.00	328.52	$1,971.12
Daniel Freeman	T805645	04/04/25	2.00	328.52	$657.04
Daniel Freeman	T808278	04/07/25	7.00	328.52	$2,299.64
Daniel Freeman	T808278	04/08/25	4.00	328.52	$1,314.08
Daniel Freeman	T808278	04/09/25	6.00	328.52	$1,971.12
Daniel Freeman	T808278	04/10/25	6.00	328.52	$1,971.12
Daniel Freeman	T808278	04/11/25	4.00	328.52	$1,314.08
Daniel Freeman	T810066	04/14/25	6.00	328.52	$1,971.12
Daniel Freeman	T810066	04/15/25	4.00	328.52	$1,314.08
Daniel Freeman	T810066	04/16/25	5.00	328.52	$1,642.60
Daniel Freeman	T810066	04/17/25	8.00	328.52	$2,628.16
Daniel Freeman	T810066	04/18/25	4.00	328.52	$1,314.08
Daniel Freeman	T813573	04/21/25	2.00	328.52	$657.04
Daniel Freeman	T813573	04/22/25	8.00	328.52	$2,628.16
Daniel Freeman	T813573	04/23/25	2.50	328.52	$821.30
Design Engineer					
Katlyn Dezarn	T804479	03/31/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T804479	04/01/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T804479	04/02/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T804479	04/03/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T804479	04/04/25	4.00	203.37	$813.48
Katlyn Dezarn	T807109	04/04/25	4.00	203.37	$813.48
Katlyn Dezarn	T807109	04/07/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T807109	04/08/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T807109	04/09/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T807109	04/10/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T811527	04/14/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T811527	04/15/25	9.00	203.37	$1,830.33

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Katlyn Dezarn	T811527	04/16/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T811527	04/17/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T811527	04/18/25	4.00	203.37	$813.48
Katlyn Dezarn	T812403	04/18/25	4.00	203.37	$813.48
Katlyn Dezarn	T812403	04/21/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T812403	04/22/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T812403	04/23/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T812403	04/24/25	9.00	203.37	$1,830.33
GIS Database Administrator					
Robert Lyde	T808996	04/16/25	1.00	168.95	$168.95
Waller Mobility site, adding State Roads, and constructing URL Links to TxDOT website					
Robert Lyde	T808996	04/17/25	2.00	168.95	$337.90
Waller Mobility site, adding State Roads, and constructing URL Links to TxDOT website					
Robert Lyde	T808996	04/18/25	3.00	168.95	$506.85
Waller Mobility site, adding State Roads, and constructing URL Links to TxDOT website					
Project Engineer					
Robert Mcbride	T803740	03/31/25	1.00	234.65	$234.65
Program Management					
Robert Mcbride	T803740	04/02/25	2.00	234.65	$469.30
program management					
Robert Mcbride	T803740	04/03/25	3.00	234.65	$703.95
program management					
Robert Mcbride	T806374	04/09/25	3.00	234.65	$703.95
program management					
Robert Mcbride	T806374	04/10/25	3.00	234.65	$703.95
program management					
Robert Mcbride	T810795	04/14/25	1.00	234.65	$234.65
Program Management					
Robert Mcbride	T810795	04/16/25	1.00	234.65	$234.65
program management					
Robert Mcbride	T810795	04/17/25	2.00	234.65	$469.30
program management					
Robert Mcbride	T811667	04/23/25	3.00	234.65	$703.95
program management					
Robert Mcbride	T811667	04/24/25	1.00	234.65	$234.65
program management					
Project Manager					
John Tyler	T805203	03/31/25	4.00	350.42	$1,401.68

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
proj eng coord. ESA reviews. Clay Rd Deveoper plan review mtg.					
John Tyler	T805203	04/01/25	7.00	350.42	$2,452.94
Pct 3 monthly mtg. Prog coord. Dbl Culvert #2 kick-off mtg. Brookshire coord mtg/Neuman arrangment.					
John Tyler	T805203	04/02/25	8.00	350.42	$2,803.36
comm court mtg. prog admin. coord for Brookshire mtg.					
John Tyler	T805203	04/03/25	8.00	350.42	$2,803.36
prog admin. Neuman Rd/Brookshire mtg. utility review coord.					
John Tyler	T805203	04/04/25	4.00	350.42	$1,401.68
prog admin. utility review coord. ROE ltg coord.					
John Tyler	T807836	04/07/25	7.00	350.42	$2,452.94
prog admin. ESA reviews. Wkly staff mtg. Dbl Culvert kickoff mtg. BKDD mtg coord.					
John Tyler	T807836	04/08/25	7.50	350.42	$2,628.15
prog admin. TxDOT 362/529 mtg. kick-off mtgs for Joseph and intersections. BKDD coord. Developer/Woods rd coord.					
John Tyler	T807836	04/09/25	9.00	350.42	$3,153.78
prog admin. ESA for project reviews. BKDD mtg.					
John Tyler	T807836	04/10/25	8.00	350.42	$2,803.36
Prog admin. Judge monthly mtg. Owens kick-off mtg. TxDOT Mtg for 529/362. ROE letter finalization.					
John Tyler	T807836	04/11/25	3.50	350.42	$1,226.47
prog admin. Morton temp solution discussions. ROE letter organization for calls. staffing discussions/coord.					
John Tyler	T809626	04/12/25	0.50	350.42	$175.21
John Tyler	T809626	04/14/25	6.50	350.42	$2,277.73
prog admin. weekly staff mtg. HC coord mtg prep. Bluestem review.					
John Tyler	T809626	04/15/25	8.00	350.42	$2,803.36

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
prog admin. prog development/staff. Adams Flat kick-off mtg. coord of Pct 2 mtg. ROE coord. prog scheduling. Wood ESA.					
John Tyler	T809626	04/16/25	8.50	350.42	$2,978.57
John Tyler	T809626	04/17/25	8.00	350.42	$2,803.36
GMO coord. draft website review. PIP/PMP review. Neuman and Bartlett kickoff mtgs. prog admin.					
John Tyler	T809626	04/18/25	3.50	350.42	$1,226.47
prog admin task reviews. task mtgs. ESA reviews.					
John Tyler	T813133	04/21/25	8.00	350.42	$2,803.36
prog admin Robichaux kickoff mtg team staff mtg. Buller staffing. 362/529 review/coord.					
John Tyler	T813133	04/22/25	8.00	350.42	$2,803.36
prog admin. C Amsler update. CEng task discussion. staff assignments for tasks. court agenda ESA coord.					
John Tyler	T813133	04/23/25	6.00	350.42	$2,102.52
Coord mtg w/Harris County. Kick-off mtgs for Morrison and Mathis. Prog admin.					
John Tyler	T813133	04/25/25	2.00	350.42	$700.84
prog admin. cousultant invoice/report reviews. proj task coord.					
Senior Project Engineer					
Marcus Coronado	T809805	04/18/25	1.00	250.30	$250.30
Waller County Bond Program - Document Control Setup; review email correspondence					
Marcus Coronado	T813312	04/22/25	1.50	250.30	$375.45
Project Implantation Plan (PIP)					
Marcus Coronado	T813312	04/23/25	2.00	250.30	$500.60
Project Implantation Plan (PIP)					
Sr. Graphics Designer					
James Parks	T812934	04/24/25	1.00	119.60	$119.60
Worked on getting map together with Scotty.					
James Parks	T812934	04/25/25	5.00	119.60	$598.00
Map for Katlyn/John for Waller County					
				Total For Phase: 904	**$113,271.46**

T&M Phase: 905 - Project Coordination

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Admin/Clerical					
Karen Solice	T810001	04/14/25	0.25	109.51	$27.38
Project Engineer					
Robert Mcbride	T803740	04/01/25	2.00	234.65	$469.30
proposal/cost estimate review					
Robert Mcbride	T803740	04/02/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T803740	04/03/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T806374	04/09/25	2.00	234.65	$469.30
proposal/cost estimate review					
Robert Mcbride	T810795	04/15/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T810795	04/16/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T810795	04/17/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T811667	04/23/25	2.00	234.65	$469.30
proposal/cost estimate review					
Senior Engineer					
Magdy Mikhail	T805641	03/31/25	1.50	297.23	$445.85
Discuss rehab options					
Magdy Mikhail	T805641	04/01/25	3.50	297.23	$1,040.31
Develop estimates for different rehab options					
Magdy Mikhail	T805641	04/02/25	3.50	297.23	$1,040.31
Finalize cost estimates for different rehab options for Morton Rd					
Magdy Mikhail	T808274	04/11/25	0.50	297.23	$148.62
Review different rehab options					
Magdy Mikhail	T813569	04/21/25	0.50	297.23	$148.62
Review geotechnical boring plan					
Michael Keck	T803703	03/31/25	2.00	297.23	$594.46
Michael Keck	T803703	04/01/25	2.00	297.23	$594.46
Michael Keck	T803703	04/02/25	2.00	297.23	$594.46
Michael Keck	T803703	04/03/25	1.00	297.23	$297.23
Michael Keck	T806337	04/07/25	2.00	297.23	$594.46
Michael Keck	T806337	04/08/25	4.00	297.23	$1,188.92
Michael Keck	T806337	04/09/25	4.00	297.23	$1,188.92
Michael Keck	T806337	04/10/25	4.00	297.23	$1,188.92

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Michael Keck	T810758	04/14/25	2.00	297.23	$594.46
Michael Keck	T810758	04/15/25	2.00	297.23	$594.46
Michael Keck	T810758	04/16/25	2.00	297.23	$594.46
Michael Keck	T810758	04/17/25	2.00	297.23	$594.46
Michael Keck	T811630	04/21/25	2.00	297.23	$594.46
Michael Keck	T811630	04/22/25	2.00	297.23	$594.46
Michael Keck	T811630	04/23/25	2.00	297.23	$594.46
Senior Project Engineer					
Marcus Coronado	T813312	04/21/25	0.50	250.30	$125.15
File Structure review (Share Point / Microsoft Teams)					
Marcus Coronado	T813312	04/23/25	0.50	250.30	$125.15
File Structure review (Share Point / Microsoft Teams)					
Senior Technical Advisor					
Justin Stuart	T808128	04/10/25	4.00	453.66	$1,814.64
Updated the Waller County Bond Program Schedule.					
Justin Stuart	T808128	04/11/25	8.00	453.66	$3,629.28
Updated the Waller County Bond Program Schedule.					
Justin Stuart	T809917	04/14/25	8.00	453.66	$3,629.28
Updated the production schedule.					
Justin Stuart	T809917	04/15/25	8.00	453.66	$3,629.28
Updated the production schedule.					
				Total For Phase: 905	$28,788.07

T&M Phase: 907 - GIS

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Design Engineer					
Alejandro Villarreal Guevara	T809676	04/16/25	8.00	203.37	$1,626.96
Waller Co Mobility Projects website review					
Alejandro Villarreal Guevara	T809676	04/17/25	4.00	203.37	$813.48
Waller Co Mobility Projects website review					
Alejandro Villarreal Guevara	T809676	04/18/25	8.00	203.37	$1,626.96
Waller Co Mobility Projects website review					
Alejandro Villarreal Guevara	T813183	04/22/25	8.00	203.37	$1,626.96
Waller Co Mobility Projects website review					
Alejandro Villarreal Guevara	T813183	04/23/25	8.00	203.37	$1,626.96
Waller Co Mobility Projects website review					
Senior Project Engineer					
Marcus Coronado	T809805	04/17/25	2.00	250.30	$500.60
Waller County Mobility project website review					

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Marcus Coronado	T813312	04/21/25	1.00	250.30	$250.30
Waller County Project Website					
Marcus Coronado	T813312	04/22/25	6.00	250.30	$1,501.80
Waller County Project Website					
				Total For Phase: 907	**$9,574.02**
				Total Time and Material Fees	$167,155.92
				Total Amount Due	**$167,155.92**

WALLER COUNTY
ROAD BOND '23

Monthly Progress Report
April 2025

Contract No: PM5121-2471

Project Description: Waller County Road Bond Program GEC

Progress Reporting Period: March 29, 2025 – April 25, 2025

Project Manager: John Tyler

Progress Summary:

Project Design Engineer Coordination

- Summary of effort
  - Continued reviewing draft scopes and fees with prime engineers.
  - Held and continued organizing project design engineers kick-off meetings.
  - Negotiate scopes and fees with prime engineers.
  - Finalize scopes and fees for submission to Court for contract approval.
  - Held design kick-off meetings.
- Deliverables
  - Draft scope and fee from 8 projects. (19 total)
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Review fee estimates from project engineering teams.
  - Continue to schedule project kick-off meetings after agreements are approved.
  - Assist with scoping for assigned engineering firms for projects.

Review of Project Plan Submittals

- Summary of effort
  - None.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin after engineering firms have begun contract services.

Utility Coordination

- Summary of effort
  - Continued research on potential conflicts for projects.
  - Provided information for use in project estimates.
  - Review installation/relocation requests from utility companies along projects using county's MGO software.
- Deliverables
  - None.

- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Will continue to support the project estimates.
  - Continue developing utility conflict lists.

Program Management

- Summary of effort
  - Continued organizing, preparing, and holding project design engineers kick-off meetings.
  - Continued discussions on potential additional project assignments.
  - Reviewed consultant comments on Engineering Service Agreements (ESAs).
  - Submitted 4 ESA's for court approval on 4/2, 3 ESA's for court approval on 4/16 and 1 ESA to be on the 4/30 court agenda.
  - Continued adjusting overall program schedule based upon precinct information.
  - Continued adjusting program expenditures in accordance with updated schedule.
  - Continued contact with TxDOT to coordinate program with current TxDOT projects in Waller County.
- Deliverables
  - Preliminary cost estimates and schedule.
  - 8 ESA's for County review and placement on county agenda for approval.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Complete negotiations with prime engineers for projects.
  - Organize and finalize engineering agreements to gain approval at Commissioners Court.
  - Submit engineering contracts to County for approval at Commissioners Court.
  - Begin meeting with agencies impacted by project in road bond.

Project Coordination

- Summary of effort
  - Reviewed additional project locations, providing cost estimates.
- Deliverables
  - Updated project information.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Finalize engineering services for projects.

Right of Way Coordination

- Summary of effort
  - None.
- Deliverables
  - None.

- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin after selection of engineers.

GIS

- Summary of effort
  - Modified KMZ for updated program information.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Continue discussions for integrating into program information sharing.

Bidding Phase Services

- Summary of effort
  - None.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin when first project design is 50% complete.

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** with attached exhibits (the "Agreement") is entered into on _____, 2025 (the "Effective Date"), by and between **ASTRO SUNTERRA WEST, L.P.**, a Delaware limited partnership, or its successors or assigns ("Astro Sunterra West"), **ASTRO SUNTERRA LAKES NORTH, L.P.**, a Delaware limited partnership, or its successors or assigns ("Astro Sunterra Lakes") and together with Astro Sunterra West, collectively, "Astro Sunterra"), and **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County"), the foregoing being sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Astro Sunterra owns approximately 1,464.76 acres of real property more particularly described in Exhibit A attached to this Agreement, all of which is located in the County (the "Property"); and

WHEREAS, Astro Sunterra desires to develop the Property substantially in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, and traffic circulation patterns and all other provisions shown on the plan of development attached hereto as Exhibit B (the "Plan of Development") and the general plan attached as Exhibit C to the Plan of Development (collectively, the "Project"); and

WHEREAS, the County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, the County desires that the Project be developed on the Property and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of the variances needed to facilitate the development of the Project, Developer agrees to complete the development subject to certain construction and development standards, which are more particularly described in the Plan of Development attached hereto and hereby incorporated.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and its Exhibits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Integration of Recitals**. The foregoing recitals are accurate, true and correct and constitute matters agreed to herein.

2. **Cohesive Development**. The Parties desire to coordinate development of certain aspects of the Property, including but not limited to, the square footage, exterior materials, elevations, and other aspects of the Project described in the Plan of Development. Astro Sunterra hereby agrees to develop the Project substantially in accordance with the Plan of Development. The County agrees that by execution of this Agreement, it will consider the provisions of Exhibit B as a part of the County's subdivision regulations for purposes of the consideration, approval, and disapproval of all plats, permits, and other regulatory approvals required for the Project and that the Project shall be governed by the regulations contained in Exhibit B. The County further acknowledges and agrees that future amendments to the County's subdivision regulations shall not apply to the Project to the extent they conflict with the provisions of the Plan of Development contained in Exhibit B.

3. **Variances**. The County has granted the variances attached and included in the Plan of Development that include, but are not limited to, requests to vary from the literal requirements of the subdivision regulations of the County with regard to block length, right-of-way width, cul-de-sac size, and lot size and width. The County also agrees to grant other variances that are reasonably required to facilitate the Project and that are consistent with the depictions of the Project in Exhibits A and B that may be presented in the future. The County has the authority to enter into this Agreement and to contract for the granting of the variances attached to this Agreement as well as the granting of future variances.

4. **Annexation**. Astro Sunterra may not add property to this Agreement without additional approval from Waller County Commissioners Court. All provisions of this Agreement will apply to any future annexations by Astro Sunterra.

5. **Applicable Law**. The Parties obligations as set forth herein are subject to compliance with applicable laws, codes, rules and regulations (collectively, "Applicable Laws"). In the event such Applicable Laws prevent performance of any obligations as set forth herein, the non-performing party shall not be in default of the terms of this Agreement.

6. **Notices**. All such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, if deposited prior to such carrier's deadline for overnight deliveries, otherwise two (2) business days after deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon electronic confirmation of receipt of such notice (or if such electronic confirmation of receipt occurs other than on a business day, or other than during normal business hours, then on the next business day after such electronic confirmation of receipt occurs), (d) sent by e-mail as a PDF, in which case notice shall be deemed delivered upon transmission (or if such transmission occurs other than on a business day, or other than during normal business hours, then on the next business day after such transmission occurs), or (e) sent by personal delivery, in which case notice shall be effective upon delivery or refusal to accept delivery. As used in this Agreement, "business day" refers to a day other than a Saturday, Sunday or legal holiday in Houston, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Houston, Texas time on a business day. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notwithstanding the foregoing, any notice of or relating to a default or claim of default by a party pursuant to this Agreement must be sent in accordance with the method provided in clause (a), (b), (c) or (e) in order to be effective. For purposes of notice, the addresses of the Parties shall be as follows:

Astro Sunterra West:	Astro Sunterra West, L.P. 2450 Fondren Road, Suite 210 Houston, Texas 77063 Attention: Brian Stidham Email: bstidham@starwoodland.com
with a copy to:	Schwartz, Page & Harding, L.L.P. 1300 Post Oak Blvd., Suite 2400 Houston, Texas 77056 Attn: Christina Cole Email: ccole@sphllp.com
Astro Sunterra Lakes:	Astro Sunterra Lakes North, L.P. 2450 Fondren Road, Suite 210

Houston, Texas 77063
Attention: Brian Stidham
Email: bstidham@starwoodland.com

with a copy to: Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056
Attn: Christina Cole
Email: ccole@sphllp.com

County: Waller County Judge
836 Austin Street, Ste. 203
Hempstead, Texas 77445

with a copy to: The Randle Law Office
ATTN: J. Grady Randle
820 Gessner, Suite 1570
Houston, Texas 77024

with a copy to: Waller County, Texas
645 12th Street
Hempstead, Texas 77445
Attn: Uriel Tuck
Email: u.tuck@wallercounty.us

7. **Assignment**. The County acknowledges that rights accrued under this Agreement are intended to facilitate the development of the Project by Astro Sunterra or its Affiliate entities and that while Astro Sunterra or its affiliate entities will be the primary actor in the grading and laying out of single-family lots and commercial parcels, the Parties acknowledge and agree that this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders and commercial structures who will purchase portions of the Project from Astro Sunterra or its Affiliate entities from time to time, so long as that construction complies with the terms of this Agreement. Assignment of rights under this Agreement to a developer other than Astro Sunterra or its Affiliate entities ("Subsequent Developer") for the grading and laying out of lots and commercial structures shall require (i) written notice to the County if the Subsequent Developer develops the property for single-family homes or swing/flex, as shown on the Conceptual Development Plan attached hereto, or (ii) written consent of the County if the Subsequent Developer develops the property for something other than single-family homes or swing/flex, as shown on the Conceptual Development Plan attached hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and approved successors and assigns. For the purposes of this Section 7, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Astro Sunterra or (b) an entity at least five percent (5%) of whose economic interest is owned by Astro Sunterra or an entity that directly or indirectly controls, is controlled by or is under common control with Astro Sunterra; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

8. **Duration, Amendment and Termination**. This Agreement may be terminated by unanimous written consent of the Parties, or their approved successors or assigns. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect. The obligations, covenants and restrictions herein created are intended to run with the land and bind Astro Sunterra and

any successive owner(s) of the Property, or any portion thereof, for the entire term of this Agreement. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas. To amend, supplement or terminate this Agreement, the written consent of the Parties must first be obtained. This Agreement may not be amended, supplemented or terminated except as provided herein.

9. **Invalidity, Waiver, Enforcement, and Default**.

a. If any portion of this Agreement is held invalid or inoperative under applicable law, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and severable therefrom, and effect shall be given to the intent manifested by the portion held invalid or inoperative and such portion shall be deemed reformed in accordance with such manifest intent so as to be enforceable to the fullest extent permitted by applicable law.

b. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision. To the extent allowed by law, the County consents to the enforcement of this Agreement and waives any right of immunity, sovereign, governmental or otherwise, that the County may have with respect to actions or proceedings brought against it by Astro Sunterra, as applicable, to enforce any award or decision rendered against it with respect to any alleged failure or default by the County.

c. If either party is in default with respect to any obligation set forth in this Agreement, and, absent Force Majeure or a written extension of the cure period signed by all Parties, if such default is not cured by the defaulting party within thirty (30) days following notice from the non-defaulting party, then the non-defaulting party may bring an action against the defaulting party for specific performance or to recover any damages allowable by law, including for lost profits, consequential damages, and any other monetary damages by the non-defaulting party.

d. In the event any default, dispute, controversy or claim between or among the Parties arises under this Agreement, including, but not limited to, a dispute relating to the effectiveness, validity, interpretation, implementation, cancellation or enforcement of this Agreement, including as to the existence of Force Majeure, the willingness of the Parties to perform its obligations under this Agreement, the legal authority or ability of the Parties to be bound by this Agreement, the Parties agree that any such disputes may be submitted to arbitration, in which case, the Parties agree to be bound by the final arbitral decision, including the award of any money damages awarded through arbitration.

e. The term "Force Majeure" shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the Parties that impact a party's inability to perform in a timely manner with the provisions of this Agreement. While a force majeure event may delay or postpone a party's obligations during the continuance of an inability to perform, a force majeure event will not waive or alter the substance of a party's obligations under this Agreement. The party claiming force majeure shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

10. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective representatives and approved successors and assigns.

11. **Governing Law**. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas, excluding such state's conflict of laws principles.

12. **Attorneys' Fees**. Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

13. **Venue**. Any legal proceedings undertaken with regard to this Agreement shall be prosecuted in the court of competent jurisdiction in Waller County, Texas.

14. **Development Rights**. Upon the mutual execution of this Agreement, the County and Astro Sunterra agree that the Development Rights of the County and Astro Sunterra as set forth in this Agreement shall be deemed to have vested, as provided by the Texas Local Government Code, Chapter 245, as amended, or under any other existing or future common or statutory rights as of the Effective Date. "Development Rights" shall mean the covenants, agreements, and privileges regarding the development of the Property between the County and Astro Sunterra set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property.

15. **Uniform Treatment**. Notwithstanding any provision herein to the contrary, neither Astro Sunterra nor a municipal utility district encompassing the Property shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district, municipal utility district or developer developing land within the County's unincorporated jurisdiction. It is the intention and desire of the County that development of the Property not be at a competitive disadvantage with other developments within the County.

16. **Fossil Fuels Boycott Verification**. As required by Section 2276.002, Texas Government Code, as amended, Astro Sunterra West hereby verifies that Astro Sunterra West, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As required by Section 2276.002, Texas Government Code, as amended, Astro Sunterra Lakes hereby verifies that Astro Sunterra Lakes, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

17. **Firearms Discrimination Verification**. As required by Section 2274.002, Texas Government Code, as amended, Astro Sunterra West hereby verifies that Astro Sunterra West, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As required by Section 2274.002, Texas Government Code, as amended, Astro Sunterra Lakes hereby verifies that Astro Sunterra Lakes, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

18. **Israel Boycott Verification**. As required by Chapter 2271, Texas Government Code, as amended, Astro Sunterra West hereby verifies that Astro Sunterra West, including any wholly owned

subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As required by Chapter 2271, Texas Government Code, as amended, Astro Sunterra Lakes hereby verifies that Astro Sunterra Lakes, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

19. **Anti-Terrorism Representation**. Pursuant to Chapter 2252, Texas Government Code, Astro Sunterra West represents and certifies that, at the time of execution of this Agreement neither Astro Sunterra West, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. Pursuant to Chapter 2252, Texas Government Code, Astro Sunterra Lakes represents and certifies that, at the time of execution of this Agreement neither Astro Sunterra Lakes, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

20. **Texas Ethics Commission Form 1295 Filing**. All Parties agree prior to full execution and approval of this Agreement, Astro Sunterra West and Astro Sunterra Lakes will each submit, and the County will approve and acknowledge, a Texas Ethics Commission Form 1295 filing.

21. **Counterparts**. This Agreement may be executed in any number of counterparts, and in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Signature pages immediately follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the Effective Date.

ASTRO SUNTERRA WEST, L.P.,
a Delaware limited partnership

By: Astro Sunterra West GP, L.L.C., a Delaware limited liability company, its General Partner

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____day of_____, 2025, by _____, _____ of Astro Sunterra West GP, L.L.C., a Delaware limited liability company, the General Partner of ASTRO SUNTERRA WEST, L.P., a Delaware limited partnership, on behalf of said entities.

_____
[S E A L] Notary Public, State of TEXAS

ASTRO SUNTERRA LAKES NORTH, L.P., a Delaware limited partnership

By: Astro Sunterra Lakes North GP, L.L.C., a Delaware limited liability company, its General Partner

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____day of_____, 2025, by _____, _____ of Astro Sunterra Lakes North GP, L.L.C., a Delaware limited liability company, the General Partner of ASTRO SUNTERRA LAKES NORTH, L.P., a Delaware limited partnership, on behalf of said entities.

_____

[S E A L]

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

By:_____
Name: _____
Title: _____

Date:_____

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the ___ day of _____, 2025, by _____, _____, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

[S E A L]

_____
Notary Public, State of TEXAS

Exhibit A

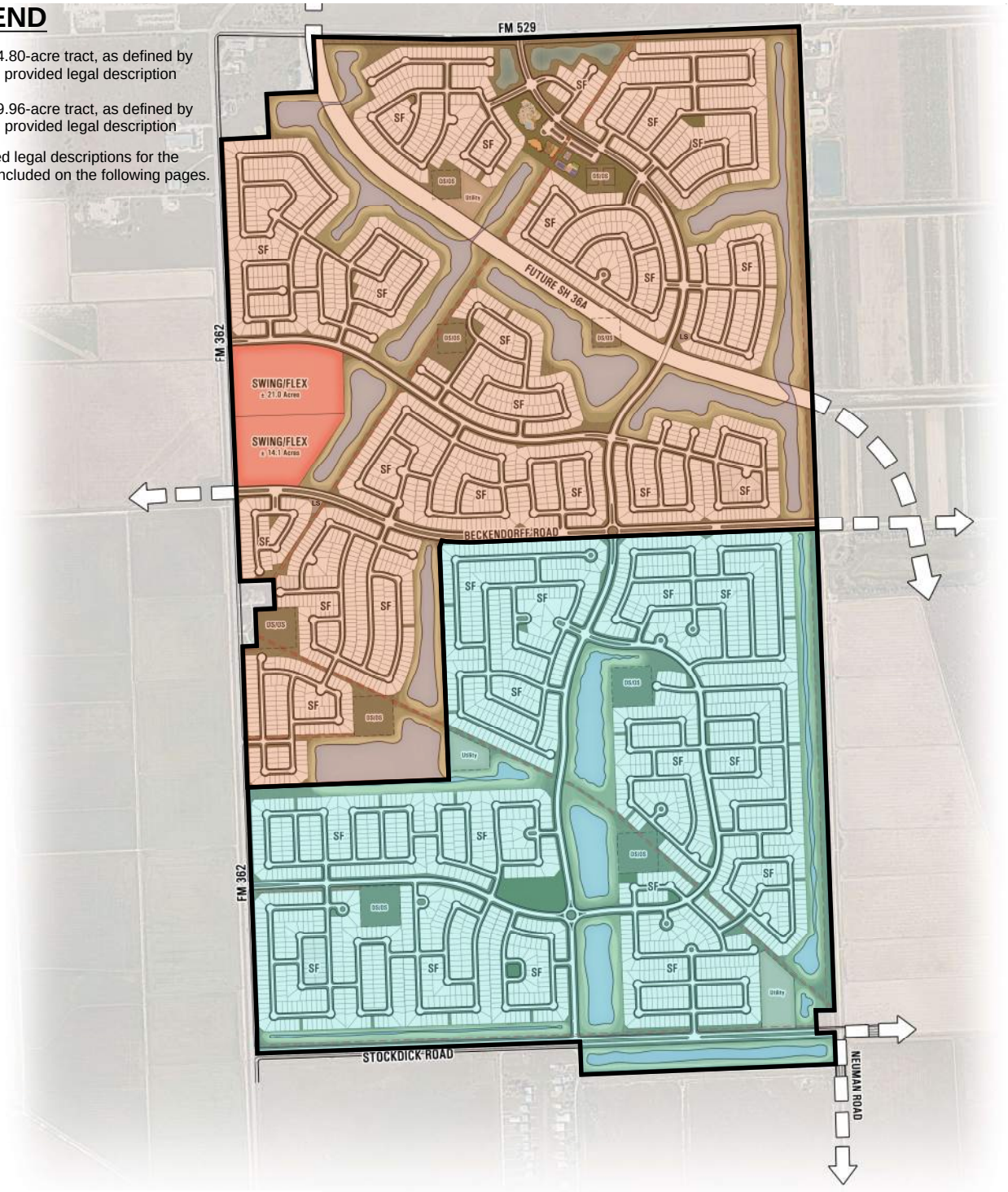
Description of the Property

LEGEND

824.80-acre tract, as defined by the provided legal description

639.96-acre tract, as defined by the provided legal description

The detailed legal descriptions for the tracts are included on the following pages.



SUBJECT TRACT

±1,464.788 Acres

Waller, Texas

NORTH

0' 250' 500' 1,000'

SCALE: 1"=500' (36"X24")

DATE: 10.30.2024

QUIDDITY ENGINEERING

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

639.96 Acres Waller County, Texas

STATE OF TEXAS §

COUNTY OF WALLER §

A **METES & BOUNDS** description of a 639.96 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, and the J. G. Bennett Survey Section 50, Abstract 288, Waller County, Texas, being comprised of a portion of that certain called 1,464.203 acre tract recorded in Volume 1313, Page 368, Official Records, Waller County, Texas, and Director Lots 1, 2, 3, 4, and 5, recorded under County Clerk's File Numbers 2110567, 2110568, 2111093, 2110569 and 2110570, Official Public Records, Waller County, Texas, with all bearings based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron pipe (bent) found in the east right-of-way line of F. M. Highway 362 (100-feet wide) for the upper southwest corner of said called 1,464.203 acre tract, same being the northwest corner of an adjoining called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, for the upper southwest corner and **Place of Beginning** of the herein described tract, said point also being in the apparent occupied south right-of-way line of Stockdick Road (width varies), from which point a Texas Department of Transportation (TxDOT) disk found along said right-of-way bears South 02 degrees 09 minutes 47 seconds East, 623.97 feet;

Thence North 02 degrees 09 minutes 47 seconds West (called North 02 degrees 09 minutes 42 seconds West) along the lower west line of the herein described tract, being the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 875.99 feet pass a TxDOT disk found on said line, at 2,375.89 feet pass a TxDOT disk found on said line, and continuing for a total distance of 2,787.44 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the lower northwest corner of the herein described tract;

Thence North 87 degrees 51 minutes 57 seconds East establishing the lower north line of the herein described tract crossing said called 1,464.203 acre tract, 1,956.64 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for an interior corner of the herein described tract;

Thence North 02 degrees 00 minutes 31 seconds West establishing the upper west line of the herein described tract, 2,483.64 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the upper northwest corner of the herein described tract, being in the north line of said Section 49, same being the lower south line of the adjoining Willis McCutcheon Survey Section 52, Abstract 310;

639.96 Acres Waller County, Texas

Thence North 87 degrees 45 minutes 34 seconds East establishing the upper north line of the herein described tract, being the north line of said Section 49, same being the lower south line of said adjoining Willis McCutcheon Survey Section 52, Abstract 310, also being the lower south line of said adjoining called 20-foot wide easement, 4,088.45 feet to a 5/8 inch iron rod with cap marked "Quiddity" set in the east line of said called 1,464.203 acre tract for the northeast corner of the herein described tract, being the northeast corner of said Section 49, same being the upper southeast corner of said adjoining Willis McCutcheon Survey Section 52, Abstract 310, said point also being in the west line of an adjoining called 492.753 acre tract described in deed recorded in Volume 1338, Page 106, Official Records, Waller County, Texas, and the west line of the adjoining J. G. Bennett Survey, Abstract 289, said point bears South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East), 29.62 feet from a 4-inch iron pipe found in the centerline of an existing north-south ditch, being the northwest corner of said adjoining called 492.753 acre tract and the northwest corner of said adjoining J. G. Bennett Survey, Abstract 289, same being southwest corner of a called 160.695 acre tract described in deed recorded in Volume 0839, Page 392, Official Records, Waller County, Texas, and the southwest corner of the H. & T. C. Railroad Company Survey, Section 67, Abstract 151, said point also being in the east line of said called 1,464.203 acre tract and the east line of said adjoining Willis McCutcheon Survey Section 52, Abstract 310;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) continuing along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Section 49, same being the west line of said adjoining called 492.753 acre tract and the west line of said adjoining J. G. Bennett Survey, Abstract 289, at 1,763.70 feet (called 1,763.70 feet) pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the northeast corner of the aforementioned Director Lot 1, at 2,013.70 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of the aforementioned Director Lot 5, and continuing for a total distance of 5,054.13 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" found for the upper southeast corner of the herein described tract, same being the northeast corner of an adjoining called 1.00 acre tract recorded in Volume 0703, Page 468, Official Records, Waller County, Texas;

Thence South 87 degrees 46 minutes 17 seconds West (called South 87 degrees 46 minutes 17 seconds West) along the common line of the herein described tract and said adjoining called 1.00 acre tract, 190.92 feet (called 190.92 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" found for a reentry corner to the herein described tract, being the northwest corner of said adjoining called 1.00 acre tract;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) continuing along said common line, 228.24 feet (called 228.24 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" found for a reentry corner to the herein described tract, same being the southwest corner of said adjoining called 1.00 acre tract;

639.96 Acres Waller County, Texas

Thence North 87 degrees 44 minutes 41 seconds East (called North 87 degrees 44 minutes 41 seconds East) continuing along said common line, 190.92 feet (called 190.92 feet) to a ½ inch iron pipe with 20-inches of cover found for corner, being the southeast corner of said adjoining called 1.00 acre tract, said point being the common corner of said H. & T. C. Railroad Company Survey Section 49, Abstract 142, said J. G. Bennett Survey, Abstract 288, said adjoining J. G. Bennett Survey, Abstract 289, and the adjoining H. & T. C. Railroad Company Survey Section 69, Abstract 69, said point also being in the west line of the aforementioned adjoining called 492.753 acre tract;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said J. G. Bennett Survey, Abstract 288, same being the west line of said adjoining called 492.753 acre tract, and the west line of said adjoining H. & T. C. Railroad Company Survey Section 69, Abstract 69, 333.28 feet (called 333.28 feet) to a ½ inch iron pipe with 12-inches of cover found for the lower southeast corner of the herein described tract and said called 1,464.203 acre tract, same being the northeast corner of an adjoining called 198.05 acre tract recorded under County Clerk's File Number 2205353, Official Public Records, Waller County, Texas;

Thence South 87 degrees 46 minutes 17 seconds West (called South 87 degrees 46 minutes 17 seconds West) along the lower south line of the herein described tract and said called 1,464.203 acre tract, same being the north line of said adjoining called 198.05 acre tract, 1,551.76 feet (called 1,551.76 feet) to a ½ inch iron pipe found for an angle point;

Thence South 87 degrees 47 minutes 43 seconds West (called South 87 degrees 47 minutes 43 seconds West) along the lower south line of the herein described tract and the south line of said called 1,464.203 acre tract, same being the north line of said adjoining called 198.05 acre tract, 1,112.56 feet (called 1,112.56 feet) to a 5/8 inch iron rod with cap marked "DTM COMPANY" found for the lower southwest corner of the herein described tract and the lower southwest corner of said called 1,464.203 acre tract, being an angle point in the north line of said adjoining called 198.05 acre tract, same being the southeast corner of an adjoining called 0.9117 acre tract recorded under County Clerk's File Number 2306655, Official Public Records, Waller County, Texas;

Thence North 01 degree 55 minutes 18 seconds West (called North 01 degree 55 minutes 18 seconds West) along the lower west line of the herein described tract, being the east line of said adjoining called 0.9117 acre tract, the east line of an adjoining called 0.9116 acre tract recorded under County Clerk's File Number 2204574, Official Public Records, Waller County, Texas, and the east line of an adjoining called 1.2161 acre tract recorded under County Clerk's File Number 1802522, Official Public Records, Waller County, Texas, 332.92 feet (called 332.92 feet) to a ½ inch iron pipe found for a reentry corner to the herein described tract and a reentry corner to said called 1,464.203 acre tract, same being the northeast corner of said adjoining called 1.2161 acre tract, said point also being in the common line of said J. G. Bennett Survey, Abstract 288, and said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, and being in the apparent occupied south right-of-way line of Stockdick Road;

639.96 Acres

Waller County, Texas

Thence South 87 degrees 59 minutes 59 seconds West (called South 87 degrees 59 minutes 59 seconds West) along the south line of the herein described tract, the south line of said called 1,464.203 acre tract, the south line of said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, and the apparent occupied south right-of-way line of Stockdick Road, same being the north line of said adjoining J. G. Bennett Survey, Abstract 288, and the north line of said adjoining called 1.2161 acre tract, the north line of an adjoining called 1.3040 acre tract recorded under County Clerk's File Number 1600476, Official Public Records, Waller County, Texas, the north line of an adjoining called 22.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, and the north line of the aforementioned adjoining called 20.00 acre tract, 3,371.44 feet (called 3,371.67 feet) to the **Place of Beginning** and containing 639.96 acres of land, more or less.

For reference and further description see Drawing No. 18769 prepared by the undersigned on same date.

July 6, 2023

Job Number 13402-0005-00

Quiddity Engineering, LLC
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

824.80 Acres

STATE OF TEXAS §

COUNTY OF WALLER §

A **METES & BOUNDS** description of an 824.80 acre tract of land in the Willis McCutcheon Survey, Section 52, Abstract 310, the H. & T. C. Railroad Company Survey Section 49, Abstract 142, and the J. G. Bennett Survey Section 50, Abstract 288, Waller County, Texas, said 824.80 acre tract being the residue of that certain called 1,464.203 acre tract recorded in Volume 1313, Page 368, Official Records, Waller County, Texas, with all bearings based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron pipe (bent) found in the east right-of-way line of F. M. Highway 362 (100-feet wide) for the upper southwest corner of an adjoining called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, being the original upper southwest corner of said called 1,464.203 acre tract, same being the northwest corner of a called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, said point also being in the apparent occupied south right-of-way line of Stockdick Road (width varies), from which point a Texas Department of Transportation (TxDOT) disk found along said right-of-way bears South 02 degrees 09 minutes 47 seconds East, 623.97 feet;

Thence North 02 degrees 09 minutes 47 seconds West along the west line of said adjoining called 639.96 acre tract, same being the east right-of-way line of F. M. Highway 362, 2,787.44 feet to a 5/8 inch iron rod with cap marked "Quiddity" found for the southwest corner and **Place of Beginning** of the herein described tract, same being the lower northwest corner of said adjoining called 639.96 acre tract;

Thence North 02 degrees 09 minutes 47 seconds West (called North 02 degrees 09 minutes 42 seconds West) along the west line of the herein described tract and the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 875.99 feet pass a TxDOT disk found on said line, at 1,088.46 feet pass a TxDOT disk found on said line, and continuing for a total distance of 1,474.92 feet to a 3/8 inch iron rod found on said line for corner, being the southwest corner of an adjoining called 1.033 acre tract described in deed recorded in Volume 363, Page 258, Deed Records, Waller County, Texas;

Thence North 87 degrees 50 minutes 32 seconds East (called North 87 degrees 50 minutes 32 seconds East) along the common line of the herein described tract and said adjoining called 1.033 acre tract, 149.65 feet (called 149.77 feet) to a 5/8 inch iron rod found for a reentry corner to the herein described tract, same being the southeast corner of said adjoining called 1.033 acre tract;

Thence North 02 degrees 05 minutes 02 seconds West (called North 02 degrees 05 minutes 02 seconds West) continuing along said common line, 387.24 feet (called 387.24 feet) to a ½ inch iron rod found for corner, same being the northeast corner of said adjoining called 1.033 acre tract, and being in the south line of an adjoining called 2.024 acre tract and a called 0.689 acre tract described in deed recorded in Volume 0563, Page 746, Official Records, Waller County, Texas;

824.80 Acres

Thence North 87 degrees 40 minutes 05 seconds East (called North 87 degrees 40 minutes 05 seconds East) along the common line of the herein described tract and said adjoining called 2.024 acre tract and called 0.689 acre tract, 200.00 feet (called 200.00 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" found for a reentry corner to the herein described tract, same being the southeast corner of said adjoining called 2.024 acre tract and called 0.689 acre tract;

Thence North 02 degrees 10 minutes 01 second West (called North 02 degrees 10 minutes 01 second West) continuing along said common line, 299.94 feet (called 299.94 feet) to a 3/8 inch iron rod found for a reentry corner to the herein described tract, same being the northeast corner of said adjoining called 2.024 acre tract and called 0.689 acre tract;

Thence South 87 degrees 46 minutes 05 seconds West (called South 87 degrees 46 minutes 05 seconds West) continuing along said common line, 350.16 feet (called 350.00 feet) to a ½ inch iron rod found for corner, same being the northwest corner of said adjoining called 2.024 acre tract and called 0.689 acre tract, said point also being in the east right-of-way line of F. M. Highway 362;

Thence North 02 degrees 09 minutes 47 seconds West (called North 02 degrees 10 minutes 05 seconds West) along the west line of the herein described tract and the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 426.19 feet pass a TxDOT disk found on said line, and continuing for a total distance of 866.49 feet (called 866.43 feet) to a 1-inch iron pipe found on said line for angle point;

Thence North 02 degrees 29 minutes 42 seconds West (called North 02 degrees 29 minutes 53 seconds West) continuing along the west line of the herein described tract and the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 1,060.02 feet pass a TxDOT disk found on said line, at 2,559.88 feet pass a TxDOT disk found on said line, and continuing for a total distance of 3,762.30 feet (called 3,762.36 feet) to a 5/8 inch iron rod found for the lower northwest corner of the herein described tract and the lower northwest corner of said called 1,464.203 acre tract, same being the southwest corner of an adjoining called 5.1769 acre tract described in deed recorded in Volume 1340, Page 410, Official Records, Waller County, Texas, from which point a found 5/8 inch iron rod bears North 02 degrees 29 minutes 42 seconds West, 297.52 feet;

Thence North 87 degrees 02 minutes 57 seconds East (called North 87 degrees 02 minutes 57 seconds East) along the common line of the herein described tract and said adjoining called 5.1769 acre tract, 497.94 feet (called 498.06 feet) to a 5/8 inch iron rod with cap (illegible) found for a reentry corner to the herein described tract, same being the southeast corner of said adjoining called 5.1769 acre tract;

Thence North 02 degrees 46 minutes 05 seconds West (called North 02 degrees 46 minutes 05 seconds West) continuing along said common line, 452.61 feet (called 452.61 feet) to a 5/8 inch iron rod found for corner, being the northeast corner of said adjoining called 5.1769 acre tract, and being in the south line of an adjoining called 3.188 acre tract described in deed recorded under County Clerk's File Number 1708071, Official Public Records, Waller County, Texas;

824.80 Acres

Thence North 87 degrees 27 minutes 25 seconds East (called North 87 degrees 27 minutes 25 seconds East) along a north line of the herein described tract, same being the south line of said adjoining called 3.188 acre tract, the south line of an adjoining called 2.087 acre tract described in deed recorded under County Clerk's File Number 1708071, Official Public Records, Waller County, Texas, and the south line of an adjoining called 2.9271 acre tract recorded under County Clerk's File Number 2206502, Official Public Records, Waller County, Texas, at 234.12 feet pass a ½ inch iron pipe found on said line for the lower southeast corner of said adjoining called 2.087 acre tract, same being the southwest corner of said adjoining called 2.9271 acre tract, and continuing for a total distance of 520.61 feet (called 520.61 feet) to a ½ inch iron pipe found for a reentry corner to the herein described and a reentry corner to said called 1,464.203 acre tract, same being the southeast corner of said adjoining called 2.9271 acre tract;

Thence North 02 degrees 32 minutes 40 seconds West (called North 02 degrees 32 minutes 40 seconds West) along the common line of the herein described tract and said adjoining called 2.9271 acre tract, 571.89 feet (called 571.89 feet) to a ½ inch iron pipe found for the upper northwest corner of the herein described tract and the upper northwest corner of said called 1,464.203 acre tract, same being the northeast corner of said adjoining called 2.9271 acre tract, and being in the south right-of-way line of F. M. Highway 529 (120-feet wide);

Thence South 89 degrees 01 minute 17 seconds East (called South 89 degrees 01 minute 17 seconds East) along the upper north line of the herein described tract and the upper north line of said called 1,464.203 acre tract, same being the south right-of-way line of F. M. Highway 529, 1,309.12 feet (called 1,309.12 feet) to a concrete monument found on said line at the beginning of a non-tangent curve to the left;

Thence along said non-tangent curve to the left having a central angle of 03 degrees 05 minutes 00 seconds (called 03 degrees 05 minutes 00 seconds), a radius of 11,519.20 feet (called 11,519.20 feet), an arc length of 619.90 feet (called 619.90 feet), and a chord bearing North 89 degrees 24 minutes 49 seconds East, 619.83 feet (called North 89 degrees 24 minutes 49 seconds East, 619.83 feet) to a concrete monument found at the end of said curve;

Thence North 87 degrees 53 minutes 33 seconds East (called North 87 degrees 53 minutes 33 seconds East) continuing along the upper north line of the herein described tract and the upper north line of said called 1,464.203 acre tract, same being the south right-of-way line of F. M. Highway 529, at 1,836.20 feet pass a concrete monument found on said line, and continuing for a total distance of 3,146.99 feet (called 3,146.99 feet) to a bent ¾ inch iron pipe found for the northeast corner of the herein described tract and the northeast corner of said called 1,464.203 acre tract, same being the northwest corner of an adjoining called 264.963 acre tract described in deed recorded in Volume 0755, Page 243, Official Records, Waller County, Texas, said point being in the east line of the aforementioned Willis McCutcheon Survey, Abstract 310, same being the west line of the adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, from which point a found 1-inch iron pipe (leaning) bears North 18 degrees 29 minutes 42 seconds West, 1.30 feet;

824.80 Acres

Thence South 02 degrees 03 minutes 04 seconds East (called South 02 degrees 03 minutes 04 seconds East) along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the west line of said adjoining called 264.963 acre tract, and the west line of said adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, 3,903.04 feet (called 3,903.04 feet) to a ¾ inch iron pipe (bent) found for angle point, being the southwest corner of said adjoining called 264.963 acre tract, same being the northwest corner of an adjoining called 160.695 acre tract described in deed recorded in Volume 0839, Page 392, Official Records, Waller County, Texas;

Thence South 02 degrees 03 minutes 39 seconds East (called South 02 degrees 03 minutes 39 seconds East) continuing along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the west line of said adjoining called 160.695 acre tract, and the west line of said adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, 1,313.06 feet (called 1,313.06 feet) to a 4-inch iron pipe found in the centerline of an existing north-south ditch for angle point, being the southwest corner of said adjoining called 160.695 acre tract, and the southwest corner of said adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, same being the northwest corner of an adjoining called 492.753 acre tract described in deed recorded in Volume 1338, Page 106, Official Records, Waller County, Texas, and the northwest corner of the adjoining J. G. Bennett Survey, Section 68, Abstract 289;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) continuing along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the west line of said adjoining called 492.753 acre tract, and the west line of said adjoining J. G. Bennett Survey, Abstract 289, 29.62 feet pass to a 5/8 inch iron rod with cap marked "Quiddity" found on said line for the southeast corner of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the northeast corner of said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, and the northeast corner of the aforementioned adjoining called 639.96 acre tract;

Thence along the common line of the herein described tract and said adjoining called 639.96 acre tract to 5/8 inch iron rods with caps marked "Quiddity" found at the following courses and distances:

South 87 degrees 45 minutes 34 seconds West, 4,088.45 feet;

South 02 degrees 00 minutes 31 seconds East, 2,483.64 feet;

South 87 degrees 51 minutes 57 seconds West, 1,956.64 feet to the **Place of Beginning** and containing 824.80 acres of land, more or less.

824.80 Acres

For reference and further description see Drawing No. 20203 prepared by the undersigned on same date.

July 31, 2024

Job Number 28745-0020-01

Quiddity Engineering, LLC
2322 W Grand Parkway North, Suite 150
Katy, TX 77449
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

Exhibit B

Plan of Development

EXHIBIT B
PLAN of DEVELOPMENT

Sunterra Lakes

A. Introduction

Sunterra Lakes (Project) is a master planned community consisting of approximately 1,464.79 acres located east of FM 362, south of FM 529, and north of Stockdick Road, as shown in Exhibit A, *Boundary Map*.

The developers, Astro Sunterra West, L.P. and Astro Sunterra Lakes North, L.P. (collectively referred to as the "Developer"), desires to construct a community surrounded by “resort style” amenities with numerous lakes, open space and recreation sites interconnected with on-street and off-street trails to allow easy access for residents. This development will boast a wide range of housing types and prices, a diverse selection of lots, including numerous lake-view lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

This Plan of Development (PD), its description, rules, and regulations shall apply to the property. The plan for the development and the projected lot count is shown in Exhibit C, *Conceptual Development Plan*.

This PD includes the following sections:

A. Introduction
B. General Provisions
C. Land Uses
D. Development Regulations
E. Parks, Recreation and Trails
F. Street Plan & Cross-Sections
G. Building Regulations

B. General Provisions

B1. The PD approved herein will be constructed, developed, and maintained in compliance with the Development Agreement to which this PD is attached (Development Agreement), and other applicable ordinances of Waller County (County). If any provision or regulation of any County ordinance applicable in the Sunterra Lakes PD is not contained in this PD, all the regulations contained in the County’s ordinance applicable to the Sunterra Lakes PD, in effect on the effective date of this PD, will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this PD.

B2. If there are discrepancies between the text of this PD and the figures attached, the text shall prevail.

B3. The Project shall be developed in accordance with the following exhibits and figures that are attached to and made part of this PD:

Exhibit A:	*Boundary Map*
Exhibit B:	*Vicinity Map*
Exhibit C:	*General Development Plan*
Exhibit D:	*Jurisdiction Exhibit*
Exhibit E:	*Roadway Improvement Plan*
Exhibit F:	*Major Thoroughfare Plan*
Exhibit G:	*Fence Exhibit*
Exhibit H:	*Trails, Landscape and Open Space Exhibit*
Figure 1:	*Street cross section, Local Street – 60-foot Right-of-Way*
Figure 2:	*Street cross section, Collector Street – Four Lanes*
Figure 3:	*Street cross section, Collector Street – Two Lanes*

B4. A homeowners association (HOA) shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a municipal utility district (MUD) shall be maintained by said MUD.

B5. The HOA shall enforce restrictions regarding on-street parking on residential streets. Said restrictions regarding on-street parking cannot be omitted, amended, or changed without the review and favorable vote of the County Commissioner's Court.

B6. The Developer may not add property to the Development Agreement and PD without additional County Commissioners Court approval. In the event of an annexation, all PD constraints on land uses, such as maximum lot or unit counts, will be increased proportionately to accommodate the additional annexation of property(s) into the Development Agreement and PD.

B7. The Developer or MUD shall maintain a construction/maintenance bond for a minimum of one year. Developer or MUD can reduce the required maintenance bond by 50% when the roadway is substantially complete and formally accepted into the one-year maintenance period. After the County accepts the roadway, the bond can be reduced by 100% and released.

B8. The Developer shall only fund or construct road improvements where the Developer constructs direct connections into existing County/TxDOT-maintained roads. Refer to Exhibit E.

B9. The parties agree this PD was created by the Developer for generally illustrating the boundary, lot mix and simplified layout of the Project. Any amendment to the PD shall be considered an amendment to the Development Agreement and shall replace the PD and become a part of the Development Agreement. The Waller County Engineer (the "County Engineer") may administratively approve any amendments to the PD that the County Engineer deems in his/her reasonable discretion to be minor in nature. Any change in the PD that does not materially increase density of residences by more than 1.0 unit per gross acre shall be deemed minor in nature. Relocation of residential lots set forth in the PD shall be deemed minor in nature, so long as such relocation remains in the spirit of the PD. Upon approval by the County Engineer of a minor revised PD, or approval by the County Commissioner's Court or County official or Commissioner with delegated authority for approval of a revised PD containing more than minor revisions, the revised PD shall replace and supersede the then-current PD.

B10. The following major modifications of the PD require approval by the County Commissioner's Court:

1. Any increase in the maximum permitted single-family lots or multifamily units as outlined in **Section C - Land Uses**.
2. Deviations from the Development Regulations specified in **Section D** that are intended to achieve a different design character. However, this does not preclude any individual variances with a physical hardship that may be approved by the Commissioners Court on a case-by-case basis.

B11. A phase update to the General Development Plan shall not be required unless there are substantial changes to collector road alignments or internal street patterns. The Developer shall submit such changes to the County Engineer and the County Engineer shall review and determine if the changes are substantial enough to warrant a new General Development Plan that requires approval by the County Commissioners Court. Changes in lot sizes shall not constitute a substantial change if the lot size split percentages are consistent with this PD.

C. Land Uses

C1. The maximum number of single-family lots shall not exceed 4,500 lots, and a maximum of 400 multi-family for a total number of dwelling units not to exceed 4,900.

C2. Within the proposed Project area, land shall be dedicated to the County, MUD(s), or HOA for parks and open spaces at a rate of one acre per 54 planned dwelling units. Public park areas must have at least 60 feet of frontage on a public street. Open spaces without developer-added improvements—such as trails, benches, or shelters that support active recreation—will not count toward the minimum public park requirement. Maintenance of all public parks and open spaces may be handled by the HOA or MUD(s).

C3. Commercial and non-residential uses are regulated by applicable County ordinances and design guidelines imposed by the Developer. The Developer has limited the Development Plan to one potential multifamily development on one of the swing/flex tracts a shown on Exhibit C: *General Development Plan.*

C4. Build-to-rent shall be prohibited in the Sunterra Lakes Subdivision.

D. Development Regulations

D1. Roadway Design – Roadways within this Project shall be developed in accordance with the following regulations:

a. Prairie Parkway (SH 36A)

1. Developer shall plat 180' of right-of-way (ROW) with adjacent development as it progresses. An additional 270' of width on either side of the 180' will be dedicated to the MUD(s) and be available for an ultimate width of 450'. The MUD will be allowed to occupy this additional 270' with drainage, detention, landscape, walking paths, sidewalks and utilities. No homes or other vertical structures shall be constructed in this 450' width.
2. Developer shall not be required to construct any part of the Prairie Parkway (SH 36A) roadway except what is required to cross with the planned at-grade collector roadway.
3. Water, wastewater, storm sewer, drainage ditches, dry utilities (gas, telecom, power, etc) will be allowed to cross the platted 180' ROW where necessary to serve the development.
4. See *Exhibit I Future 36A*.

b. Arterial Streets (Major Thoroughfares) – roadway geometry for major thoroughfares shall comply with all County regulations and requirements in effect as of this date of this Agreement, as adopted by the County Commissioners Court and attached as Appendix A and *Exhibit F Major Thoroughfare Plan*.

1. Stockdick Road
   i. Developer shall dedicate 50' of ROW from the existing center line of Stockdick Road from FM 362 to the north-south collector.
   ii. Developer shall be responsible to construct two (2) westbound lanes from FM 362 to the north-south collector.
   iii. Developer shall dedicate 100' of ROW from the north-south collector east to the eastern property line.
   iv. The Developer shall be responsible to construct the four (4) lane roadway from the north-south collector road to the eastern property line.
2. Beckendorff Road
   i. Developer shall dedicate 100' of ROW.
   ii. Developer shall construct a four (4) lane boulevard from FM 362 to the eastern property line prior to 90% of the lots are platted.

c. Collector Streets

1. 80’ minimum ROW width
2. 10’ minimum landscape reserve adjacent to ROW
3. 500’ minimum centerline radius
4. Paving width shall be 33’ B-B minimum.
5. A divided collector shall be 21’ B-B both ways with 20’ wide median.
6. All collector streets shall be considered self-imposed collector streets as the Project is not subject to any collector streets on the County’s Major Thoroughfare Plan at the time of approval and execution of this PD.

d. Local Streets

1. 60’ minimum ROW width
2. 28’ paving width
3. 125’ minimum centerline radius
4. 50’ centerline radius on knuckles
5. 60’ radius on knuckle bulbs
6. 60’ radius on cul-de-sac bulbs
7. 50’ radius on cul-de-sac and knuckle bulbs (back of curb)
8. Center point of bulb on cul-de-sac or knuckle may be offset from right of way centerline.

e. Private Streets - Shall be designed as a local street and adhere to **Item d** above.

f. Except as specifically stated herein, roadway construction details for concrete thickness, reinforcement, and subgrade shall comply with County regulations and requirements, as adopted by the County Commissioners Court.

g. The Developer is not responsible for any improvements to any exterior roadways except as determined by the *Royal Wailea Traffic Impact Analysis* dated February 26, 2024, submitted by Quiddity Engineering, LLC (Engineer) and reviewed by Waller County. The County has no objections to the mitigation measures as submitted. In the event any ROW or additional paving improvements are required outside the Project boundary per the TIA, County shall be responsible for obtaining such ROW at its cost and Developer shall commence construction after such ROW is obtained. The Developer is only responsible for making existing roadway improvements as identified by the TIA and shown on Exhibit E, *Roadway Improvement Plan*.

h. If the Developer does not complete the full construction of any future County-maintained roadway within the tract boundary, the Developer shall contribute funds for the future construction of such roadways by the County. The County shall provide the cost per linear foot for the length of the roadway to be constructed within the development boundary.

D2. Points of Access - Points of access within the Project shall be determined for all residential sections based on the following:

a. One (1) point of access is allowed for up to 150 lots.

b. The Developer will provide a second point of access for any phase of development or section greater than 150 lots.

1. A boulevard paving section shall be considered two (2) points of access.
2. Construction of the various external connection and internal street patterns may be phased, except that the ultimate design shall not allow more than 150 lots to be limited to a single point of ingress and egress to the larger interconnected street network.

D3. Block Length and Intersection Spacing - The proposed subdivision shall adhere to the block length and intersection spacing standards as outlined in Exhibit C - General Development Plan. The design will ensure that block lengths are manageable to promote accessibility and connectivity within the development. Additionally, intersection spacing will be established to facilitate safe and efficient vehicular and pedestrian movement, thereby enhancing traffic flow throughout the subdivision.

D4. Roundabouts

a. Roundabout design will be reviewed on a case-by-case basis depending on the roadway intersection type(s) and any relevant information as specified in the TIA.

b. Roundabouts will be designed in accordance with any relevant regional or national design standards and are intended to be designed similarly to other roundabouts found within the region.

D5. Development Regulations for Single-Family Lots – Single-family home sites within the Project shall be developed in accordance with the following regulations:

a. Lots

1. The maximum number of lots shall not exceed 4,500 lots.
2. Minimum lot size, forty feet (40') wide.
3. Lots less than fifty feet (50') in width shall not exceed 34% of the total lot count.
4. Lot width measurement shall be taken at the building line. The measurement of the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
5. The minimum lot width on a cul-de-sac or knuckle that is fronted entirely by lots (no landscape reserves or other reserves) shall be such that the projected width at the curb line allows for thirteen (13') feet plus the width of the driveway and radii (3 feet) on each side of the driveway.
6. Lots less than five thousand (5,000 s.f.) square feet shall be subject to a $3.33 per square foot fee for any lots under 5,000 square feet. Fees shall be due to Waller County upon submission and approval of the final plat.
7. Maximum lot coverage: Sixty-five (65%) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.

8. Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the front property / ROW.
9. Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for corner lots. Minimum 25 feet garage setback if the garage door faces the side street.
10. Minimum rear yard building setback: 10 feet for lots backing local and collector streets, except when the rear utility easement width is greater than ten (10) feet, in which case the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major thoroughfare ROW or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is twenty –five (25) feet measured from the street ROW line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major thoroughfare and a detached one-story garage is constructed on the residential lot, the rear yard building setback between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty –five (25) feet is maintained between the rear of the one-story detached garage and the ROW line of the major thoroughfare.

b. Shade Trees

1. All lots shall have a minimum of one (1) tree, planted in the ROW or front yard setback. The trees must be a minimum of two and one-half (2-1/2) inches in caliper width measured from the base of the trunk to 6" above soil level, and a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.

2. In addition, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback or the adjacent ROW.

c. Parking

Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:

1. Resident Parking. Vehicles of residents shall be parked in the resident's garage or driveway.

2. Guest parking. Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers such as landscapers, construction workers, or plumbers, but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.

3. Enforcement. The enforcement of these parking restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the parking restrictions to be contained in separately filed covenants and restrictions.

d. Screening Walls

Where residential lots are platted adjacent to major roadways a minimum six feet (6') tall masonry wall shall be built along the back or side lot line adjacent to major thoroughfares as shown on Exhibit G, *Fence Exhibit*. At the Developer's opinion six feet (6') tall masonry or enhanced cedar will be installed along the collector roads.

e. Specialty Products

1. 20% of total lot count (not to exceed).
2. Specialty Project shall include:
   i. Townhome (attached or detached)
   ii. Patio Home (not centered patio homes)
   iii. Duplex
   iv. Cluster
   v. Quads
   vi. Alley Loaded Product (with primary access from a road)
   vii. New product dictated by market trends
3. Minimum lot sizes shall be 3,000 square feet.

E. **Parks, Recreation and Trails**

As shown on Exhibit H, *Trails, Trails, Landscape and Open Space Exhibit*, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

a. A maximum of fifty percent (50%) of the required area for neighborhood park land may be provided by private neighborhood park land consisting of the following;
   1. Small "pocket parks", recreation or open space reserves of a minimum one-tenth (1/10) acre, strategically located near the entries of various neighborhood pods, as shown on Exhibit H, Trails, Landscape and Open Space. The contributing park / recreation / open space areas will be dispersed throughout the community so that nearly every home is located within one-quarter (1/4) mile from the nearest neighborhood park.
   2. Two large, recreation reserves of a minimum area of five (5) acres each including water recreation, playground, picnic areas and/or other active recreational uses.

b. A minimum of fifty percent (50%) of the required area for neighborhood park land shall be provided consisting of the following:
   1. Unencumbered landscape buffer, open space and trails.
   2. Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a fifty percent (50%) credit for public park but only if it complies with criteria listed below.
      i. Shall have a minimum frontage of 60 feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the Developer, such as concrete cart path, hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum neighborhood park area requirement.

      ii. Areas along lake and drainage channel borders shall have a minimum width of twenty feet (20'). Borders along lakes and drainage channels adjacent to roadways shall be measured from the back of curb to top of bank; and

      iii. Side slopes for area used in credit not to exceed a four to one (4:1) ratio.

      iv. A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of 60 feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is 20 feet. Views to the permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.

      v. View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least 4/5 the total length of the lake.

c. Minimum 5-foot-wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas American with Disabilities Act accessibility guidelines.

d. Minimum 5-foot-wide sidewalks shall be provided along both sides of major thoroughfares and internal collectors within and adjacent to the property. The sidewalks may meander out of the ROW and into an adjacent landscape reserve if so provided. The HOA or MUD, and not the County, shall be responsible for the maintenance of ancillary signage and landscape features. Where a walking trail is provided along a major thoroughfare or internal collector and adjacent to a pipeline or detention/amenity pond, a sidewalk in the ROW shall not be required. However, the walking trail and sidewalk should be connected to provide a continuous connection.

e. The Developer, HOA, or MUD shall be eligible to install landscaping features within the ROW. All such features must adhere to applicable County design and safety standards. Landscaping features may include, but are not limited to, softscape elements (e.g., trees, shrubs, and ground cover), hardscape elements (e.g., decorative pavers and retaining walls), irrigation systems, and entry monumentation. The HOA or MUD, and not the County, shall bear full responsibility for the maintenance, repair, and replacement of these landscaping features to ensure their continued functionality and aesthetic appeal.

F. Street Plan and Cross Sections

All new construction will be concrete curb and gutter with the ultimate storm sewer. Dead-end streets that terminate at properties with potential for future development may remain as dead-end streets, with extensions required up to the property line. Dead-end streets that will remain as dead-ends shall end in a temporary cul-de-sac with a minimum ROW radius of 60 feet (minimum base 50-foot radius) with dead-end street signs clearly posted. All other County requirements for dead-end street design shall remain applicable.

1. Street cross sections listed below.
   - Figure 1: *Street cross section*, *Local Street – 60-foot Right-of-Way*
   - Figure 2: *Street cross section, Collector Street – Four Lanes*
   - Figure 3: *Street cross section, Collector Street – Two Lanes*
2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria, Development Agreement, and as shown on Exhibit E, *Roadway Improvement Plan*.
3. Upon approval of this PD, the County will amend its major thoroughfare plan to reflect the revised alignments of Prairie Parkway (SH 36A) in accordance with Exhibit F*, Major Thoroughfare Plan* of this PD.

G. Building Regulations

Single-family homes within the Project shall be developed in accordance with the following building regulations:

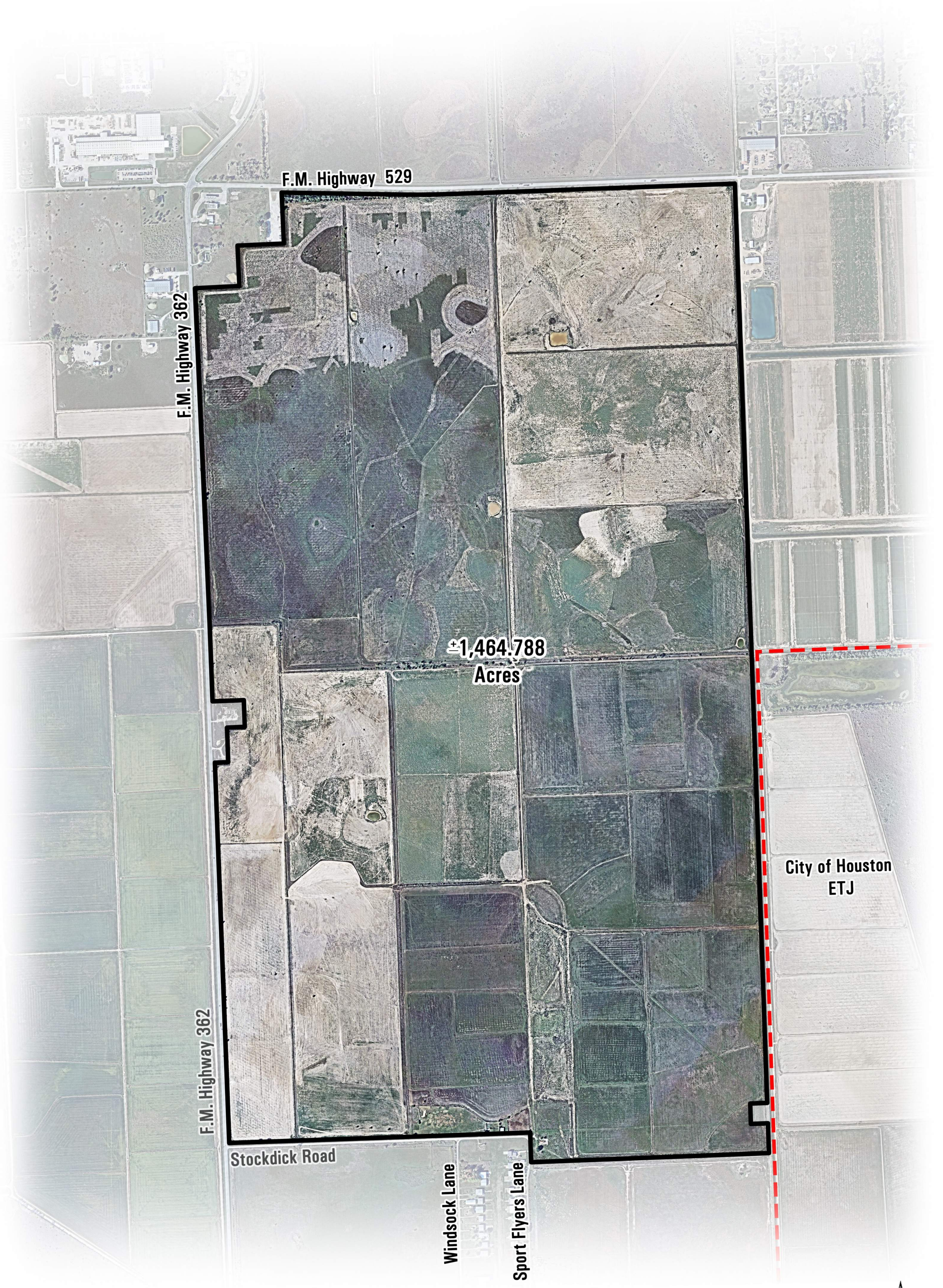
The Developer and/or the HOA will establish an Architectural Review Committee to create, review and enforce architectural and design standards for the single-family homes within the Project. There may be additional sub-homeowner associations and Property Owner's Associations (POA) may be established for non-residential property owners for the same purpose. These construction guidelines will be developed prior to any single-family home construction and will be filed in the property records separately from this PD.

H. Other Provisions

After 25% of planned residential units are occupied (not platted lots) within the Development, it is understood and agreed that the Developer and/or HOA shall contract with the Waller County Sheriff's Department to provide supplemental police protection services to Developer's Property. The interlocal agreement for such services shall be identical to the form of agreement entered into with other municipal utility districts in Waller County, Texas.

I. Applicability

This PD shall apply to any development within this Project and has no expiration. It shall be upheld for any and all existing and future developers or builders, except and unless a new amended agreement is written and approved by all owners and applicable agencies.



BOUNDARY MAP

±1,464.788 Acres

Waller, Texas

QUIDDITY ENGINEERING

NORTH

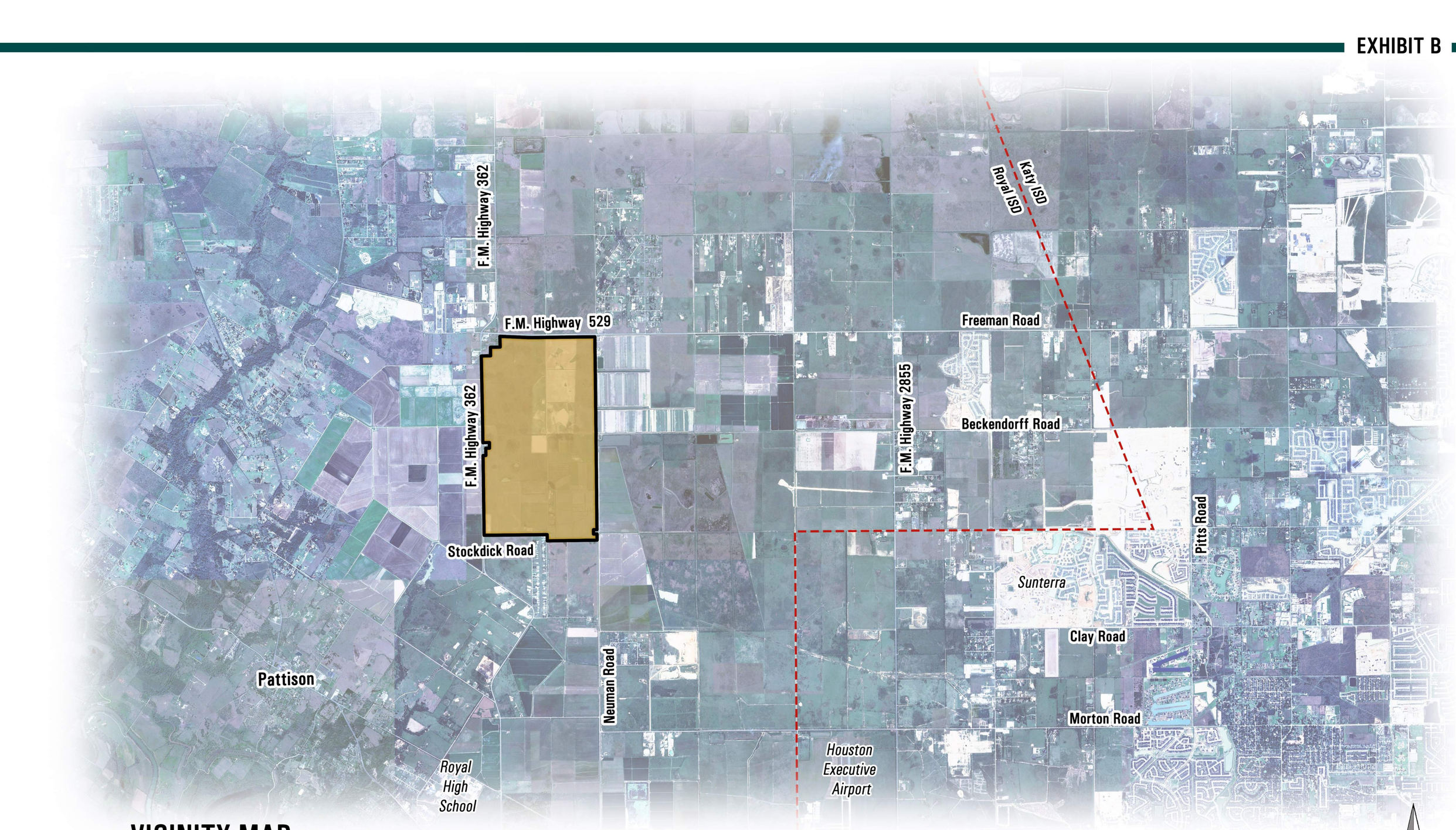
0' 250' 500' 1,000'

SCALE: 1'=500'

DATE: 10.14.2024

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

EXHIBIT B



VICINITY MAP

±1,464.788 Acres

Waller, Texas

Site ISD Boundary

NORTH

SCALE: NTS

DATE: 10.14.2024

QUIDDITY ENGINEERING

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EXHIBIT C

LOT TYPE	%
40'x120'	17%
45'x120'	17%
50'x120'	40%
55'x120'	20%
60'x120'	6%



CONCEPTUAL DEVELOPMENT PLAN

±1,464.788 Acres

Waller, Texas

NORTH

0' 50' 500' 1,000'

SCALE: 1"=500'

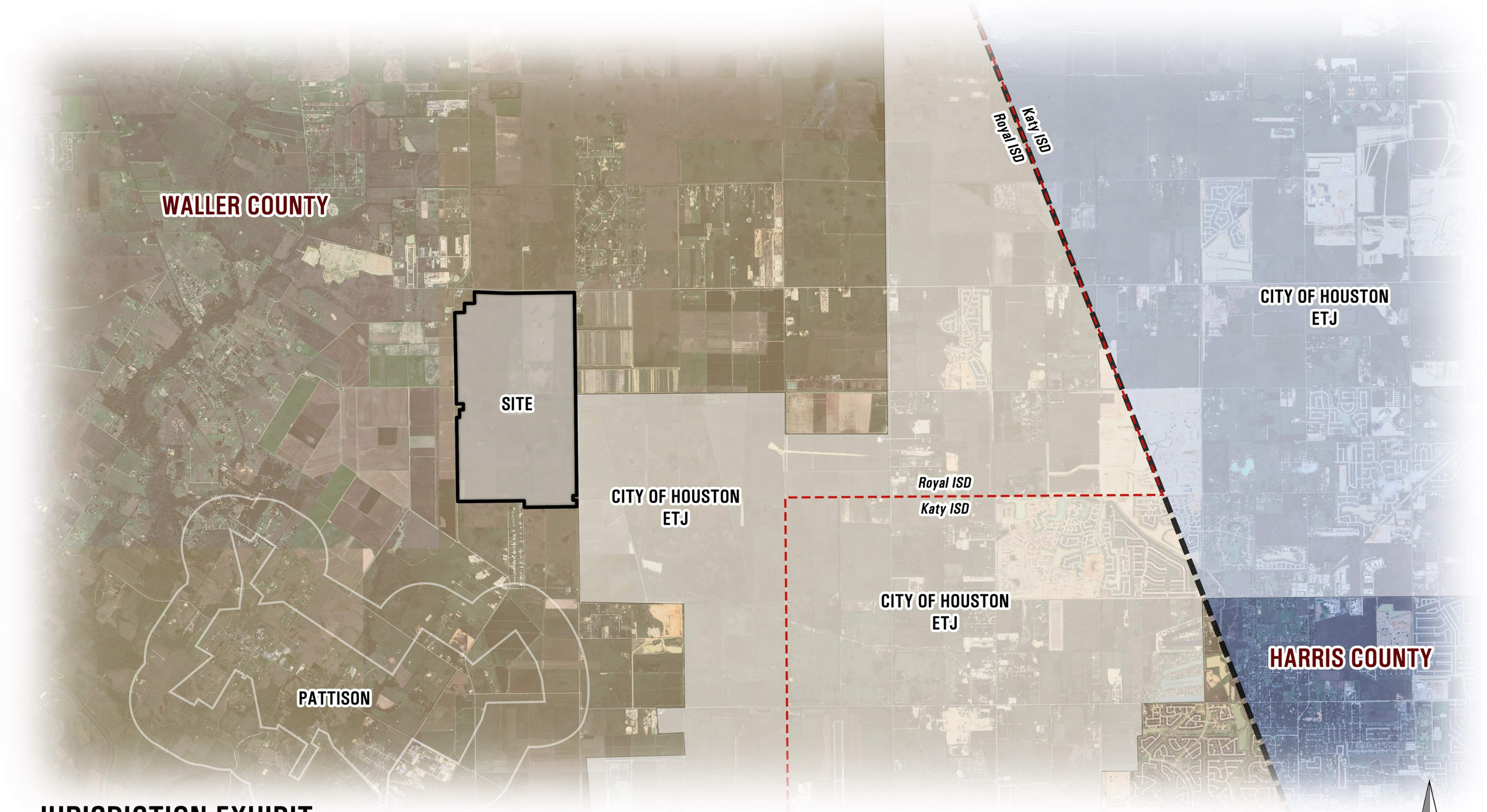
DATE: 4.02.2025

*This conceptual development plan is for illustrative purposes only. Any modification to this exhibit must comply with Section B11 of the Sunterra Lakes Plan of Development.

QUIDDITY ENGINEERING

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EXHIBIT D



JURISDICTION EXHIBIT

±1,464.788 Acres

Waller, Texas

City of Houston ETJ | Waller County | Harris County | Site | ISD Boundary | County Boundary

SCALE: NTS

DATE: 10.14.2024

QUIDDITY ENGINEERING

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EXHIBIT E

LEGEND

- CONSTRUCT FULL BLVD. (BY DEVELOPER)
- CONSTRUCT NORTHERN HALF BLVD. (BY DEVELOPER)
- FOUR LANE COLLECTOR STREET (BY DEVELOPER)
- TWO LANE COLLECTOR STREET (BY DEVELOPER)
- ADD TURN LANES As Required by TxDOT and TIA (BY DEVELOPER)
- FUTURE 180' ROW FOR 36A (Not Required to be Constructed by Developer or MUD)
- DD TURN SIGNAL - AS REQUIRED BY TXDOT & TIA (BY DEVELOPER)

NOTE: STREETS SHALL BE BUILT IN PHASES AS THE PROJECT DEVELOPS IN ACCORDANCE WITH THE COUNTY'S ENGINEERING DESIGN CRITERA AND DEVELOPMENT AGREEMENT.



ROADWAY IMPROVEMENT PLAN

±1,464.788 Acres

Waller, Texas

NORTH

0' 250' 500' 1,000'

SCALE: 1'=500'

DATE: 04.02.2025

QUIDDITY ENGINEERING

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EXHIBIT F

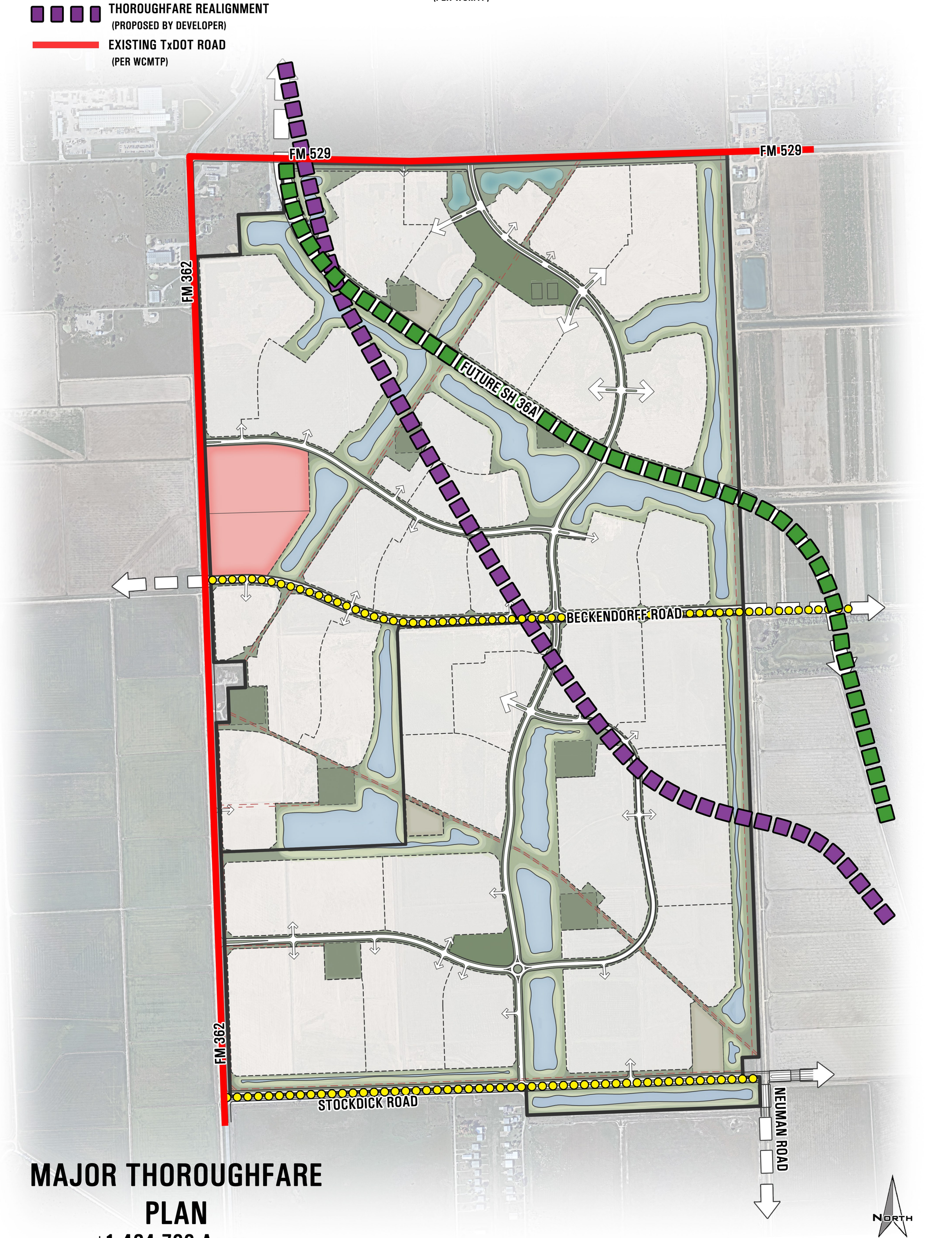
LEGEND

THROUGHFARE- TO BE REALIGNED

THOROUGHFARE REALIGNMENT
(PROPOSED BY DEVELOPER)

EXISTING TxDOT ROAD
(PER WCMTP)

PROPOSED COUNTY ROAD/PROPOSED TxDOT ROAD
(PER WCMTP)



MAJOR THOROUGHFARE PLAN

±1,464.788 Acres

Waller, Texas

SCALE: 1'=500'

DATE: 04.02.2025

QUIDDITY ENGINEERING

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EXHIBIT G

LEGEND

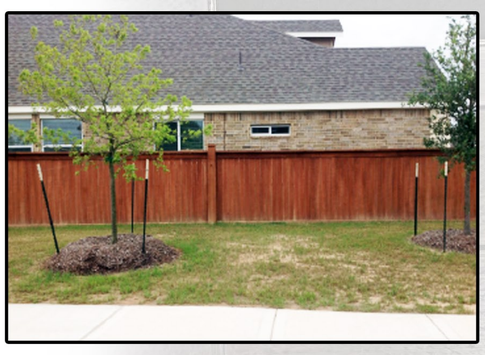
6’ FENCE LOCATION
- A. Stained Cedar Fence with Cap and Rot Board And/Or
- B. Metal Fence And/Or
- C. Masonary Fence

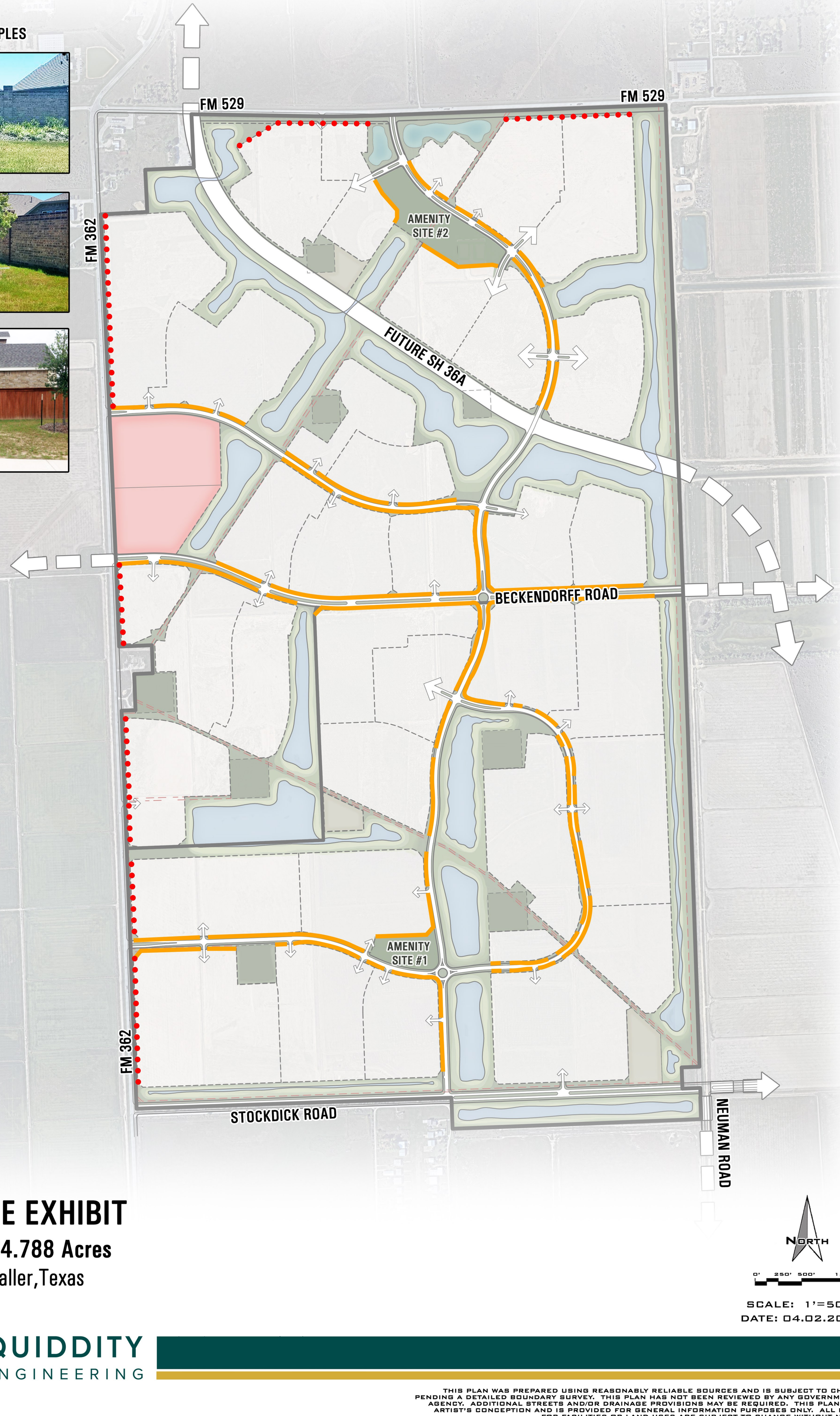
7’6” MASONARY FENCE

PHOTOGRAPHIC EXAMPLES









FENCE EXHIBIT

±1,464.788 Acres

Waller, Texas

NORTH

0’ 250’ 500’ 1,000’

SCALE: 1’=500’

DATE: 04.02.2025

QUIDDITY ENGINEERING

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EXHIBIT H

LEGEND

OPEN SPACE AND/OR PARK SPACE

AMENITY SITE #1

AMENITY SITE #2

GENERAL LOCATION OF SIDEWALK OR TRAIL (5' Minimum width)

ARROWS SHOW APPROXIMATE LOCATION OF CONNECTION POINTS TO SIDEWALK/TRAIL SYSTEM



TRAILS , LANDSCAPE, AND OPEN SPACE EXHIBIT

±1,464.788 Acres

Waller,Texas

NORTH

0' 250' 500' 1,000'

SCALE: 1'=500'

DATE: 04.02.2025

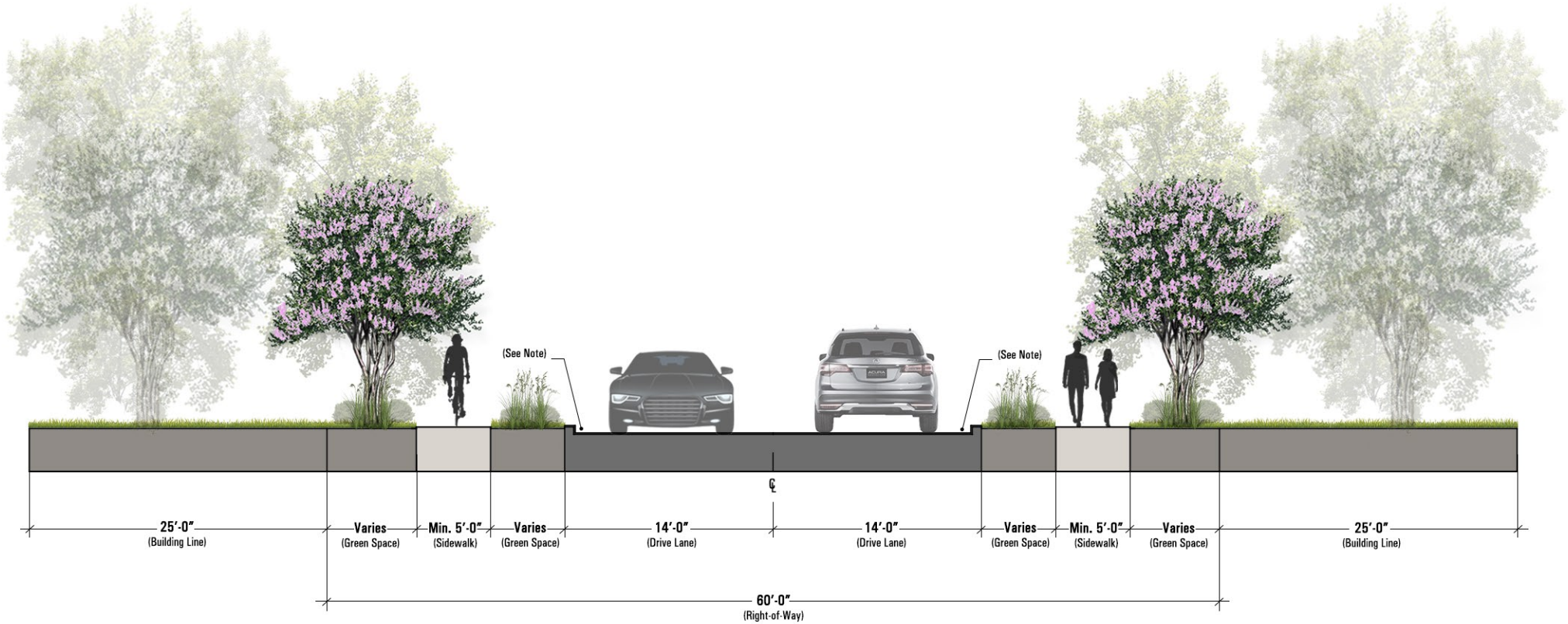
QUIDDITY ENGINEERING

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Figure 1

SUNTERRA LAKES

STREET CROSS SECTION
LOCAL STREET
(60' RIGHT-OF-WAY)



Note: On-Street parking is restricted by deed restrictions and is enforced by the HOA.

SCALE: NTS
DATE: 3.28.2025

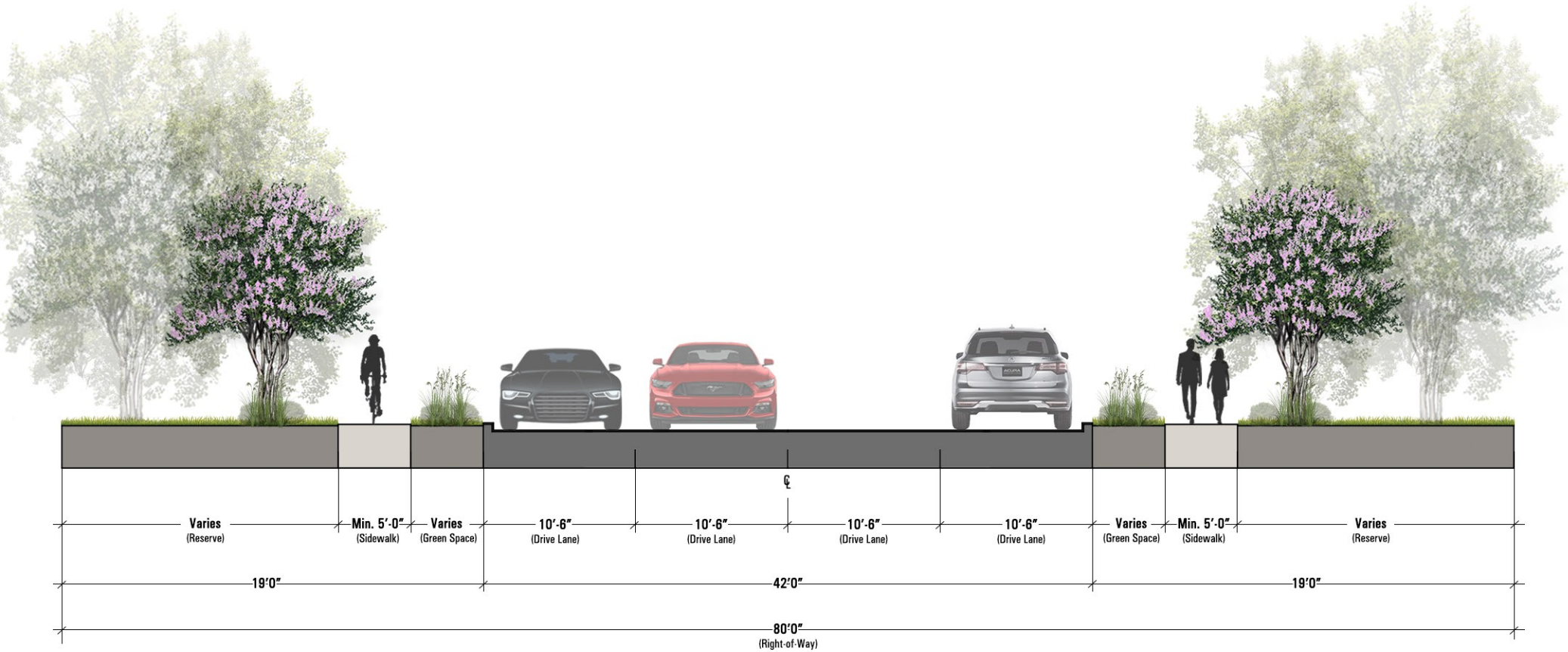
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Figure 2

SUNTERRA LAKES

STREET CROSS SECTION
COLLECTOR STREET
(FOUR LANES)



SCALE: NTS
DATE: 3.28.2025

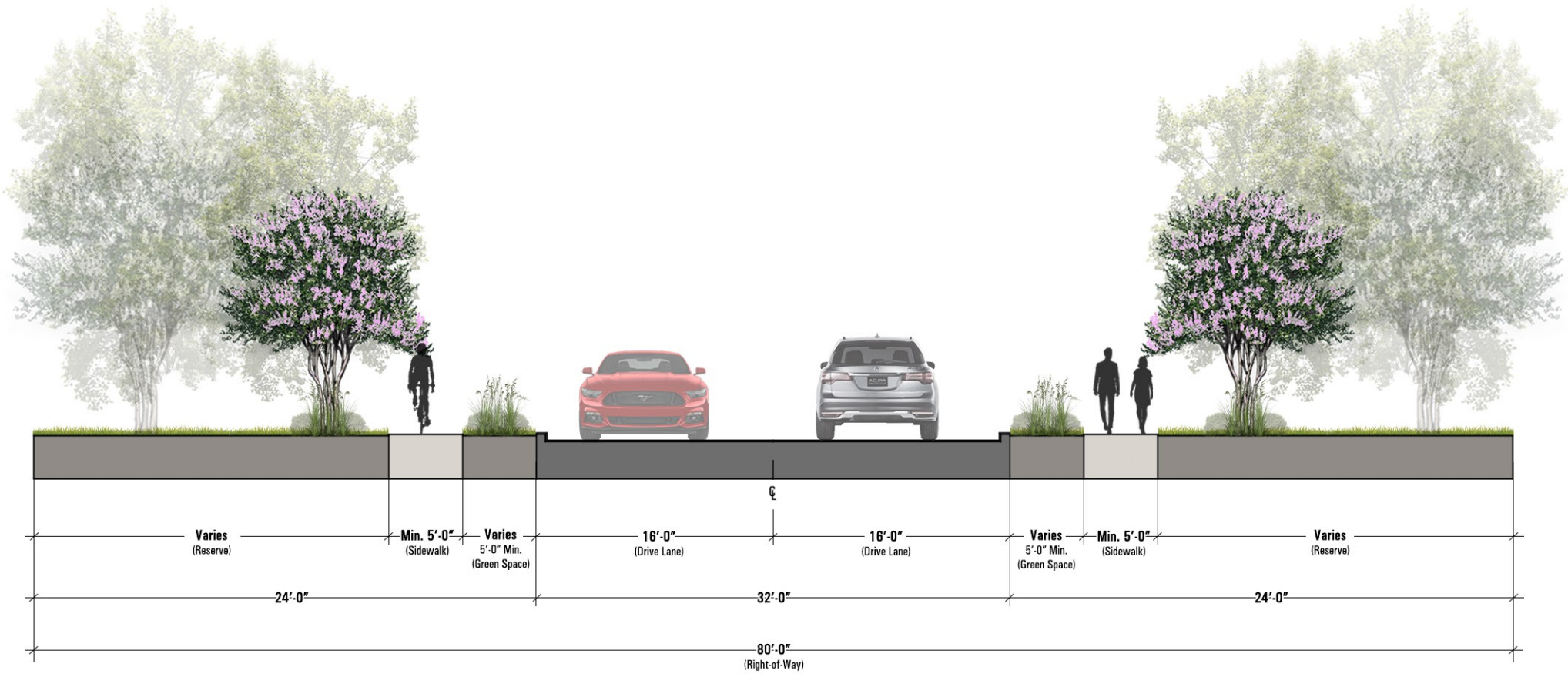
QUIDDITY ENGINEERING

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Figure 3

SUNTERRA LAKES

STREET CROSS SECTION
COLLECTOR STREET
(TWO LANES)



SCALE: NTS
DATE: 3.28.2025

QUIDDITY ENGINEERING

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PROSPERITY BANK®

May 21, 2025

Waller County
ATTN: Joan Sargent
836 Austin Street Suite 316
Hempstead, TX 77445

Dear Ms. Joan Sargent:

The Depository Services Contract between the Waller County and Prosperity Bank is maturing as of August 20, 2025.

By signing this letter and returning it for our files, you agree to renewal of this contract from August 21, 2025 through December 31, 2025. All terms will remain the same except for the following:

NOW Accounts- Prosperity Bank NOW sheet rate +0.60%

Current posted rates as of 1/1/25:	*Rate*	*0.15%*	*APY*	*0.15%*

Money Market Accounts - Prosperity Bank Premier Money Market sheet rate

Current posted rates as of 1/1/2025			*Rate*	*APY*
Tier 1	*$0*	*$9,999.99*	*0.60%*	*0.60%*
Tier 2	*$10,000*	*$24,999.99*	*0.85%*	*0.85%*
Tier 3	*$25,000*	*$49,999.99*	*1.10%*	*1.11%*
Tier 4	*$50,000*	*$99,999.99*	*1.50%*	*1.51%*
Tier 5	*$100,000*	*$249,999.99*	*2.00%*	*2.02%*
Tier 6	*$250,000*	*$999,999.99*	*2.75%*	*2.78%*
Tier 7	*$1,000,000...*		*3.00%*	*3.04%*

Certificates – Sheet Rates

Prosperity Bank reserves the right to accept or decline additional depository funds in the aggregate, in excess of $40,000,000.00.

We appreciate our business relationship with the Waller County and look forward to working with you in the future. If you have any questions, please let me know. I may be reached at 979-826-2431 or by email amy.carlton@prosperitybankusa.com.

Sincerely,

Amy Carlton

Amy Carlton
Banking Center Manager

Agreed and accepted on behalf of Waller County:

Waller County _____ Title _____ Date _____

Agreed and accepted on behalf of Prosperity Bank:

Amy Carlton

Amy Carlton Banking Center Manager
Title

Date _____

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Waller County
Attn: Joan Sargent
425 FM 1488 Rd #102
Hempstead, TX 77445-9634

Due Date: July 1, 2025
Coverage #: CAS-2370-20250701-2
Coverage Period: July 1, 2025 - July 1, 2026
Member Number: 2370

Contribution for the coverage is below.

Coverage	Contribution
Law Enforcement Liability	$110,838
Privacy or Security Event Liability and Expense	$12,548
Public Officials Liability	$48,794
Total Contribution:	**$172,180**

Texas Association of Counties Risk Management Pool

Liability Contribution & Coverage Declarations

Member: Waller County

Coverage Period: July 1, 2025 through July 1, 2026

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability		Full Prior Acts	$2,000,000 Per Claim $2,000,000 Aggregate	$5,000	$102,248
Optional Coverage					
District Judge		07/01/2014	Per Endorsement		$2,045
District Attorney		03/22/2005	Per Endorsement		$2,045
Unmanned Aircraft	Number of Unmanned Aircraft: 6	03/31/2023	Per Endorsement		$4,500
Split Retroactive Coverage Dates					
Covered Law Enforcement Departments or Agency					
Waller County Constable's Offices Waller County Employees Of The District Attorney's Office Waller County Juvenile Probation Department Waller County Sheriff's Office Waller County Fire Marshal's Office					
LAW ENFORCEMENT LIABILITY CONTRIBUTION					$110,838

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contr
Privacy or Security Event Liability and Expense	07/01/2025	$500,000 Annual Aggregate	$5,000	$12,548
Included Coverage				
Business Interruption		$50,000 / $50,000		
Electronic Equipment and Data Recovery		$50,000 / $50,000		
eCrime		$25,000 / $25,000		
Extortion		$10,000 / $10,000		
Split Retroactive Coverage Dates				
Privacy or Security Event Liability and Expense	07/01/2024	$1,000,000 Annual Aggregate		
Privacy or Security Event Liability and Expense	07/01/2018	$2,000,000 Annual Aggregate		
Privacy or Security Event Liability and Expense	05/01/2015	$1,000,000 Annual Aggregate		
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				$12,548

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	Full Prior Acts	$2,000,000 Per Claim $2,000,000 Aggregate	$2,500	$46,917
Optional Coverage				
District Judge	07/01/2014	Per Endorsement		$938
District Attorney	03/22/2005	Per Endorsement		$938
Split Coverage Retroactive Coverage Dates				
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				$48,794

TOTAL CONTRIBUTIONS	$172,180

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 04/24/2025 in Austin, Texas.

LAW ENFORCEMENT LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

LAW ENFORCEMENT LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

The District Attorney, against liability arising from the performance of his or her official duties or duties of employment.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State of Texas and it declines to provide a defense; or

2. pay or indemnify a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member County is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district attorney whose designated jurisdiction includes the Named Member County is a Member, but only when acting in an official capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of the Named Member.

SECTION III - LIMITS OF LIABILITY, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of Claims Expenses for a Claim against the county attorney, district attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and $1,000,000 in the Aggregate.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

LAW ENFORCEMENT LIABILTY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Part IV – Exclusions, A.1 is amended to read:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, (except Unmanned Aircraft scheduled below), watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
FA33LT7YFC	1581F5FJD237800DUUKH	DJI - MAVIC 3T	2023
FA33LTENMP	1581F4XFA235AML870K4	DJI - MINI 3 PRO	2023
FA33LTLET7	HB2922292220	AUTEL - EVO II ENTERPRISE - NON COUNTY OWNED	2022
FA33LTATK3	1581F5BKD235D00DSZLY	DJI - IM30T	2023
FA3X9NRK73	4GCCK5PROBODV1	DJI - MAVIC 2 ENTERPRISE ADVANCED	2022
FA33LTHKPH	1581F4XFA235AML83761	DJI - MINI 3 PRO	2023

1. Coverage is provided under this endorsement only if all of the following conditions are met:

   A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.

   B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.

2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member’s jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).

3. The following definitions apply to this endorsement:

   A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.

   B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Waller County
Attn: Joan Sargent
425 FM 1488 Rd #102
Hempstead, TX 77445-9634

Due Date: July 1, 2025
Coverage #: PR-2370-20250701-1
Coverage Period: July 1, 2025 - July 1, 2026
Member Number: 2370

Contribution for the coverage is below.

Coverage	Contribution
Property	$301,438
Total Due:	$301,438

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations

Member: Waller County

Coverage Period: July 1, 2025 through July 1, 2026

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution
Property Limits	***TOTAL COVERED VALUE***		
All Other Perils- any other covered loss except those addressed with separate deductibles	$82,317,404	$25,000	$290,137
Coverage with Separate Deductibles	***Sublimits***		
Convective Storm	Within Property TOTAL COVERED VALUE	$50,000	Included
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	$2,500,000	Not to exceed $500,000 per building Not to exceed $500,000 per contents	Included
Flood- Except Special Hazard Zones	$10,000,000	$25,000	Included
Earthquake	$10,000,000 Annual Aggregate	$25,000	Included
Equipment Breakdown	$50,000,000	$25,000	Included
Law Enforcement Animals	$30,000	$1,000	Included
Crime	$250,000	$1,000	Included
Optional Coverage			
Mobile Equipment	As Scheduled	$1,000	$11,301
PROPERTY CONTRIBUTION		$301,438	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by _____ as authorized representative of the Pool on 05/06/2025 in Austin, Texas.

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #31 May 2025 (R0)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: **31**

PERIOD TO: **31-May-25**

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, Tx 76137

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM **(Exhibit B)**			$ 1,273,310.00
2a. Net change by Exhibits			$ 41,780,633.00
2b. Net change by Change Orders			$ 364,922.39
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 43,418,865.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 34,879,390.12
5. RETAINAGE:			
a. 5 % of Construction Cost (Column D + E on G703)	$ 1,196,045.29		
b. 5 % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 1,196,045.29
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 33,683,344.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 31,550,107.07
8. CURRENT PAYMENT DUE			$ **2,133,237.76**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 9,735,520.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,149,915.95	$4,360.56
Total approved this Month	$0.00	$0.00
TOTALS	$42,149,915.95	$4,360.56
NET CHANGES by Change Order	$42,145,555.39	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of TEXAS County of Waller
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ **2,133,237.76**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY
(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	$12,878.13	Swing Space Construction
8/21/2024	EXHIBIT E, CHANGE ORDER 4	($4,360.56)	Swing Space Construction
	2. Net change by Exhibits & Change Orders	$42,145,555.39	

Swing Space Design (Non-Retainage items)	$0.00	1	$0.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$0.00	0.95	$0.00
Swing Space Released Retainage	$0.00	1	$0.00
Court House Design (Non-Retainage items)	$33,026.91	1	$33,026.91
Court House General Conditions (Non-Retainage items)	$232,449.86	1	$232,449.86
Court House Construction (Retainage items)	$1,966,064.20	0.95	$1,867,760.99
8. CURRENT PAYMENT DUE			$2,133,237.76

Total Design Cost	$33,026.91
Total Construction Cost	$2,100,210.85
8. CURRENT PAYMENT DUE	$2,133,237.76

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #31 May 2025 (R0)

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
	SWING SPACE TOTALS	**0.000**	**184,531.00**	**184,531.00**	**1,825,812.00**	**2,375,265.39**	**0.00**	**2,375,265.39**	**2,375,265.39**	**0.00**	**0.00**	**2,375,265.39**	**100%**	**0.00**	**0.00**
23.0	**NEW COURTHOUSE DESIGN BUILD SERVICES**														
23.1A	Courthouse Replacement Design Fees (Prog/SD:	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	594,484.38	33,026.91	0.00	627,511.29	76%	198,161.46	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	2,382,919.92	132,384.44	0.00	2,515,304.36	76%	794,306.64	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	214,364.16	11,909.12	0.00	226,273.28	76%	71,454.72	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	1,304,713.24	88,156.30	0.00	1,392,869.54	79%	370,256.46	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	0.00	14,000.00	0.00	14,000.00	20%	56,000.00	700.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	207,332.00	0.00	0.00	207,332.00	85%	36,588.00	10,366.60
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	7,150.00	0.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	135,637.05	0.00	0.00	135,637.05	85%	23,935.95	6,781.85
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												**82%**		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	2,531.90	0.00	0.00	2,531.90	10%	22,787.10	126.60

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	250,250.00	0.00	0.00	250,250.00	91%	24,750.00	12,512.50
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	205,700.00	0.00	0.00	205,700.00	48%	219,300.00	10,285.00
27.0	Masonry												**93%**		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	5,342.00
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00	0.00	185,668.00	100%	0.00	9,283.40
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	166,650.15	29,408.85	0.00	196,059.00	100%	0.00	9,802.95
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	166,650.15	29,408.85	0.00	196,059.00	100%	0.00	9,802.95
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	153,063.20	229,594.80	0.00	382,658.00	100%	0.00	19,132.90
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	489,600.00	28,800.00	0.00	518,400.00	90%	57,600.00	25,920.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	328,320.00	190,080.00	0.00	518,400.00	90%	57,600.00	25,920.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	316,800.00	201,600.00	0.00	518,400.00	90%	57,600.00	25,920.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	607,620.00	351,780.00	0.00	959,400.00	90%	106,600.00	47,970.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	3,357.05
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	1,908.75
28.0	Metals												**100%**		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	93,945.00
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	28,840.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	88,659.75	0.00	0.00	88,659.75	75%	29,553.25	4,432.99
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	25,199.51	7,199.86	0.00	32,399.37	9%	327,593.63	1,619.97
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	20,199.00	0.00	0.00	20,199.00	15%	114,461.00	1,009.95
29.0	Carpentry & Millwork												**67%**		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	710,032.50	0.00	0.00	710,032.50	67%	349,717.50	35,501.63
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation (LCR)	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	20,141.75	60,425.25	0.00	80,567.00	100%	0.00	4,028.35
30.2	Exterior Insulation & Finish System (Pillar)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	152,320.00	12,544.00	0.00	164,864.00	92%	14,336.00	8,243.20
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	306,956.73	6,601.22	0.00	313,557.95	95%	16,503.05	15,677.90
30.4	Roofing, Sheet Metal Trim, & Roof Accessories (S	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	1,709,374.41	36,760.74	0.00	1,746,135.15	95%	91,901.85	87,306.76
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	138,098.80	0.00	0.00	138,098.80	74%	48,521.20	6,904.94
31.0	Openings														
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	351,815.25	9,381.74	0.00	361,196.99	77%	107,890.01	18,059.85
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	15,608.34	8,040.66	0.00	23,649.00	50%	23,649.00	1,182.45
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32.0	Glass and Glazing System												**97%**		
32.1	Shop Drawings & Submittals (TCGC)	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	475,000.00	0.00	0.00	475,000.00	100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	39,990.00	3,010.00	0.00	43,000.00	100%	0.00	2,150.00
32.4	Curtain wall (TCGC)	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	232,260.00	2,370.00	0.00	234,630.00	99%	2,370.00	11,731.50
32.5	Storefront (TCGC)	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	77,600.00	14,550.00	0.00	92,150.00	95%	4,850.00	4,607.50

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
32.6	Aluminum Wall caps (TCGC)	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	0.00	960.00	0.00	960.00	12%	7,040.00	48.00
32.7	Transaction Windows (TCGC)	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	117,300.00	0.00	0.00	117,300.00	85%	20,700.00	5,865.00
32.8	Glass Materials (TCGC)	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	272,000.00	0.00	0.00	272,000.00	100%	0.00	13,600.00
32.9	Shadow box (TCGC)	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	16,000.00	0.00	0.00	16,000.00	100%	0.00	800.00
33.10	Equipment (TCGC)	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	60,800.00	7,600.00	0.00	68,400.00	90%	7,600.00	3,420.00
33.11	Caulking (TCGC)	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	96,460.00	0.00	0.00	96,460.00	91%	9,540.00	4,823.00
33.12	**Remaining Stained Glass (Alt 3 Only)**	0.000	0.00	0.00	0.00	0.00	125,000.00	125,000.00	0.00	0.00	0.00	0.00	0%	125,000.00	0.00
33.13	Initial Design - Foster Stained Glass	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
33.0	Finishes												89%		
33.1	Moisture Mitigation Control (Vector)	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	26,688.00	0.00	0.00	26,688.00	100%	0.00	1,334.40
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	1,659,532.35	156,191.28	0.00	1,815,723.63	93%	136,667.37	90,786.18
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	68,328.34	0.00	0.00	68,328.34	62%	41,878.66	3,416.42
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	77,490.00	0.00	0.00	77,490.00	90%	8,610.00	3,874.50
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	80,710.85	7,337.35	0.00	88,048.20	60%	58,698.80	4,402.41
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.7	Ceramic Tile (Level 1) (Camarata)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	0.00	39,598.75	0.00	39,598.75	25%	118,796.25	1,979.94
33.8	Ceramic Tile (Level 2) (Camarata)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	0.00	26,157.25	0.00	26,157.25	25%	78,471.75	1,307.86
33.9	Ceramic Tile (Level 3) (Camarata)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	0.00	6,422.75	0.00	6,422.75	25%	19,268.25	321.14
34.10	Ceramic Tile (Level 4) (Camarata)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	0.00	28,721.25	0.00	28,721.25	25%	86,163.75	1,436.06
34.11	Epoxy Terrazzo (National Terrazzo)	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	105,150.00	31,545.00	0.00	136,695.00	65%	73,605.00	6,834.75
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
34.13	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
34.14	Resilient & Carpet Flooring (Keller)	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	90,048.40	0.00	0.00	90,048.40	52%	83,121.60	4,502.42
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	54,408.75	0.00	0.00	54,408.75	30%	126,953.75	2,720.44
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	5,363.75	0.00	0.00	5,363.75	10%	48,273.75	268.19
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	4,347.35	0.00	0.00	4,347.35	5%	82,599.65	217.37
34.2	Toilet Accessories (Built Rite)	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	0.00	25,100.50	0.00	25,100.50	85%	4,429.50	1,255.03
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	62,876.10	0.00	0.00	62,876.10	70%	26,946.90	3,143.81
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00
34.5	Tackboards & Tackboard Cabinets (Built Rite)	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators (Built Rite)	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35.0	Conveying Systems														
35.1	Elevators (Otis)	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	402,556.60	0.00	0.00	402,556.60	85%	71,039.40	20,127.83
36.0	Fire Protection System														
36.1	Fire Protection System	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	261,147.60	0.00	0.00	261,147.60	86%	42,512.40	13,057.38
37.0	Mechanical - Plumbing												**99%**		
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	4,903.20

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	155,487.45	8,183.55	0.00	163,671.00	100%	0.00	8,183.55
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	137,816.63	4,262.37	0.00	142,079.00	100%	0.00	7,103.95
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	239,457.11	7,405.89	0.00	246,863.00	100%	0.00	12,343.15
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	54,981.00	0.00	0.00	54,981.00	100%	0.00	2,749.05
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,679.00	0.00	0.00	50,679.00	100%	0.00	2,533.95
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00	0.00	7,606.00	100%	0.00	380.30
37.9	Fixtures & punch list	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	80,283.00	10,704.40	0.00	90,987.40	85%	16,056.60	4,549.37
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	206,802.00	0.00	0.00	206,802.00	100%	0.00	10,340.10
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	50,400.00	0.00	0.00	50,400.00	100%	0.00	2,520.00
38.0	Mechanical - HVAC												**96%**		
38.1	HVAC Mobilization, GC's, Submittals (DerryBerry	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	139,661.00	0.00	0.00	139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	633,195.60	111,740.40	0.00	744,936.00	100%	0.00	37,246.80
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	180,464.35	10,615.55	0.00	191,079.90	90%	21,231.10	9,554.00
38.4	VAV's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	394,120.00	0.00	0.00	394,120.00	100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	648,172.00	0.00	0.00	648,172.00	100%	0.00	32,408.60
38.6	Testing, Adjusting, & Balancing (DerryBerry)	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	3,365.00	3,365.00	0.00	6,730.00	10%	60,570.00	336.50
39.0	Electrical Systems												**84%**		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	131,739.30	14,637.70	0.00	146,377.00	100%	0.00	7,318.85
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	200,267.00	0.00	0.00	200,267.00	100%	0.00	10,013.35
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	355,377.90	18,704.10	0.00	374,082.00	100%	0.00	18,704.10
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	229,341.56	0.00	0.00	229,341.56	98%	4,680.44	11,467.08
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	373,582.30	0.00	0.00	373,582.30	65%	201,159.70	18,679.12
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	121,617.60	0.00	0.00	121,617.60	80%	30,404.40	6,080.88
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	172,121.60	0.00	0.00	172,121.60	70%	73,766.40	8,606.08
40.0	Low Voltage Systems												**68%**		
40.1	Communications (Advanced Connections)	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	117,074.81	54,453.40	0.00	171,528.21	63%	100,738.79	8,576.41
40.2	Audio, Video & Room Control Systems (AVI-SPL)	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	238,782.96	36,735.84	0.00	275,518.80	60%	183,679.20	13,775.94
40.3	Access Control & Video Management Systems (E	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	375,409.60	0.00	0.00	375,409.60	80%	93,852.40	18,770.48
41.0	Life Safety Systems														
41.1	Fire Alarm (Kauffman)	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	68,898.78	6,335.52	0.00	75,234.30	95%	3,959.70	3,761.72
42.0	Allowances & Contingencies												**42%**		
	Remaining Owner Contingency	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**91,766.89**	**91,766.89**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**91,766.89**	**0.00**
42.01	ALLW #02 Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	104.61
42.02	ALLW #05 Window Shades at All Windows	0.000	0.00	0.00	0.00	0.00	20,333.00	20,333.00	20,333.00	0.00	0.00	20,333.00	100%	0.00	1,016.65
42.03	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	530.00	0.00	0.00	530.00	10%	4,770.00	26.50
42.04	ALLW 11 ASI 1 Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00	0.00	12,270.00	100%	0.00	613.50
42.05	ALLW 15 RFI 70 Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	32,792.25	8,744.60	0.00	41,536.85	95%	2,186.15	2,076.84
42.06	ALLW 16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	42,838.50	0.00	0.00	42,838.50	75%	14,279.50	2,141.93
42.07	ALLW 17 ASI 2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00	0.00	5,618.00	100%	0.00	280.90
42.08	ALLW 18 RFI 67 Restroom Buildout	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	0.00	25,326.00	0.00	25,326.00	25%	75,978.00	1,266.30
42.09	ALLW 20 RFI 60 Add redundancy fiber conduit	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	37,600.00	0.00	0.00	37,600.00	100%	0.00	1,880.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.10	ALLW 25 ASI 3 Ground Transformer	0.000	0.00	0.00	0.00	0.00	209,150.00	209,150.00	209,150.00	0.00	0.00	209,150.00	100%	0.00	10,457.50
42.11	ALLW 25.1 ASI 3 Owner's Contingency Items	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
42.12	ALLW 26 Added Tstats at Community Center	0.000	0.00	0.00	0.00	0.00	4,153.68	4,153.68	4,153.68	0.00	0.00	4,153.68	100%	0.00	207.68
42.13	ALLW 29 ASI 5 Added terrazzo county seal	0.000	0.00	0.00	0.00	0.00	32,015.00	32,015.00	24,011.25	6,403.00	0.00	30,414.25	95%	1,600.75	1,520.71
42.14	ALLW 040 ASI 7 Emergency Outlet Locations (O	0.000	0.00	0.00	0.00	0.00	101,547.00	101,547.00	101,547.00	0.00	0.00	101,547.00	100%	0.00	5,077.35
42.15	ALLW 41 RFI 141 Access controls	0.000	0.00	0.00	0.00	0.00	2,880.60	2,880.60	0.00	0.00	0.00	0.00	0%	2,880.60	0.00
42.16	ALLW 43 RFI 146 Elevator Controls	0.000	0.00	0.00	0.00	0.00	30,228.00	30,228.00	30,228.00	0.00	0.00	30,228.00	100%	0.00	1,511.40
42.17	ALLW 44 RFI 147 Gen monitoring	0.000	0.00	0.00	0.00	0.00	11,452.87	11,452.87	8,589.65	0.00	0.00	8,589.65	75%	2,863.22	429.48
42.18	ALLW 054 Stained Glass	0.000	0.00	0.00	0.00	0.00	170,140.00	170,140.00	17,014.00	0.00	0.00	17,014.00	10%	153,126.00	850.70
42.19	ALLW 057 RFI 109 Tax Accessor Teller Window	0.000	0.00	0.00	0.00	0.00	8,085.84	8,085.84	0.00	2,021.46	0.00	2,021.46	25%	6,064.38	101.07
42.20	ALLW 058 RFI 183 Modification to Cupola Mainte	0.000	0.00	0.00	0.00	0.00	45,432.82	45,432.82	45,432.82	0.00	0.00	45,432.82	100%	0.00	2,271.64
42.21	ALLW 060 RFI 148 Water Meter @ Community C	0.000	0.00	0.00	0.00	0.00	2,650.40	2,650.40	0.00	2,650.40	0.00	2,650.40	100%	0.00	132.52
42.22	ALLW 062 RFI 114 Marque Sign	0.000	0.00	0.00	0.00	0.00	116,592.81	116,592.81	0.00	0.00	0.00	0.00	0%	116,592.81	0.00
42.23	ALLW 063 RFI 179 Roof Ladder	0.000	0.00	0.00	0.00	0.00	7,842.13	7,842.13	0.00	1,960.53	0.00	1,960.53	25%	5,881.60	98.03
42.24	ALLW 064 RFI 136 Holiday Lights	0.000	0.00	0.00	0.00	0.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0%	25,741.00	0.00
42.25	ALLW 66 RFI 150 Added Outlets for 4th floor Met	0.000	0.00	0.00	0.00	0.00	2,597.00	2,597.00	2,597.00	0.00	0.00	2,597.00	100%	0.00	129.85
42.26	ALLW 67 RFI 175 Access Hatches to Trusses	0.000	0.00	0.00	0.00	0.00	7,252.14	7,252.14	0.00	7,252.14	0.00	7,252.14	100%	0.00	362.61
42.27	ALLW 70 RFI 180 Added TV's on 2nd Floor	0.000	0.00	0.00	0.00	0.00	14,442.92	14,442.92	0.00	0.00	0.00	0.00	0%	14,442.92	0.00
42.28	ALLW 77 Custom Lanterns	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.29	ALLW 79 RFI 215 Added TV Infrastructure in Roo	0.000	0.00	0.00	0.00	0.00	3,881.73	3,881.73	0.00	0.00	0.00	0.00	0%	3,881.73	0.00
42.30	ALLW 80 RFI 209 Added Sink and Millwork in Ro	0.000	0.00	0.00	0.00	0.00	15,091.28	15,091.28	0.00	0.00	0.00	0.00	0%	15,091.28	0.00
42.31	ALLW 81 RFI 210 Room 3205 and 3rd floor Restr	0.000	0.00	0.00	0.00	0.00	74,782.75	74,782.75	0.00	0.00	0.00	0.00	0%	74,782.75	0.00
42.32		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.33		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.34		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.35		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.36		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.37		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Design/Builder Contingency	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**292,007.79**	**292,007.79**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**292,007.79**	**0.00**
42.51	ALLW 21 RFI 42 Lobby Window Discrepancy	0.000	0.00	0.00	0.00	0.00	1,288.00	1,288.00	1,288.00	0.00	0.00	1,288.00	100%	0.00	64.40
42.52	ALLW 22 ASI 2 Revised Dias & plumbing	0.000	0.00	0.00	0.00	0.00	62,015.00	62,015.00	62,015.00	0.00	0.00	62,015.00	100%	0.00	3,100.75
42.53	ALLW 23 ASI 3 oil separator & roof drains change	0.000	0.00	0.00	0.00	0.00	52,023.00	52,023.00	52,023.00	0.00	0.00	52,023.00	100%	0.00	2,601.15
42.54	ALLW 24 RFI 27 Door Hardware Changes	0.000	0.00	0.00	0.00	0.00	38,216.00	38,216.00	38,216.00	0.00	0.00	38,216.00	100%	0.00	1,910.80
42.55	ALLW 27 ASI 4 Add wood trim around columns	0.000	0.00	0.00	0.00	0.00	34,623.00	34,623.00	8,655.75	0.00	0.00	8,655.75	25%	25,967.25	432.79
42.56	ALLW 28 ASI 5 Enlarged Site Ramps	0.000	0.00	0.00	0.00	0.00	46,598.28	46,598.28	23,299.14	11,649.57	0.00	34,948.71	75%	11,649.57	1,747.44
42.57	ALLW 31 RFI 91 VAV Clarification	0.000	0.00	0.00	0.00	0.00	6,479.96	6,479.96	6,479.96	0.00	0.00	6,479.96	100%	0.00	324.00
42.58	ALLW 32 Storefront changes @ elevations B,D, &	0.000	0.00	0.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	2,000.00
42.59	ALLW 33 Temp sidewalks	0.000	0.00	0.00	0.00	0.00	8,720.00	8,720.00	8,720.00	0.00	0.00	8,720.00	100%	0.00	436.00
42.60	ALLW 034 Stars on the railings	0.000	0.00	0.00	0.00	0.00	24,235.00	24,235.00	0.00	18,176.25	0.00	18,176.25	75%	6,058.75	908.81
42.61	ALLW 35 ASI 6	0.000	0.00	0.00	0.00	0.00	-6,444.75	-6,444.75	-6,444.75	0.00	0.00	-6,444.75	100%	0.00	-322.24
42.62	ALLW 37 RFI #104 Added Dowels & Rebar	0.000	0.00	0.00	0.00	0.00	15,748.00	15,748.00	15,748.00	0.00	0.00	15,748.00	100%	0.00	787.40
42.63	ALLW 39 RFI 117 Cupula Shift Clarification	0.000	0.00	0.00	0.00	0.00	41,754.00	41,754.00	41,754.00	0.00	0.00	41,754.00	100%	0.00	2,087.70

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.64	ALLW 042 RFI 118 Change to continuous hinges	0.000	0.00	0.00	0.00	0.00	3,864.00	3,864.00	0.00	3,864.00	0.00	3,864.00	100%	0.00	193.20
42.65	ALLW 45 RFI 162 Plumbing Chase and Ductwork	0.000	0.00	0.00	0.00	0.00	22,243.59	22,243.59	16,682.69	0.00	0.00	16,682.69	75%	5,560.90	834.13
42.66	ALLW 46 RFI 140 Millwork, Handrail, Steel Confli	0.000	0.00	0.00	0.00	0.00	13,000.00	13,000.00	0.00	0.00	0.00	0.00	0%	13,000.00	0.00
42.67	ALLW 47 RFI 152 Shaft Wall Requirements	0.000	0.00	0.00	0.00	0.00	2,882.76	2,882.76	2,882.76	0.00	0.00	2,882.76	100%	0.00	144.14
42.68	ALLW 49 RFI 160 VAV 3-09	0.000	0.00	0.00	0.00	0.00	9,437.97	9,437.97	7,087.92	2,350.05	0.00	9,437.97	100%	0.00	471.90
42.69	ALLW 50 RFI 121 Vault Door Specification	0.000	0.00	0.00	0.00	0.00	2,944.00	2,944.00	2,944.00	0.00	0.00	2,944.00	100%	0.00	147.20
42.70	ALLW 51 Custom Caulk Color	0.000	0.00	0.00	0.00	0.00	6,491.52	6,491.52	0.00	6,491.52	0.00	6,491.52	100%	0.00	324.58
42.71	ALLW 52 RFI 177 GFRC Caulk Joint	0.000	0.00	0.00	0.00	0.00	9,788.28	9,788.28	9,788.28	0.00	0.00	9,788.28	100%	0.00	489.41
42.72	ALLW 53 RFI 172 Power To Flush Valves	0.000	0.00	0.00	0.00	0.00	15,188.00	15,188.00	15,188.00	0.00	0.00	15,188.00	100%	0.00	759.40
42.73	ALLW 55 RFI 155 Stained Glass Dimension Char	0.000	0.00	0.00	0.00	0.00	20,284.00	20,284.00	20,284.00	0.00	0.00	20,284.00	100%	0.00	1,014.20
42.74	ALLW 56 RFI 176 Cupola Lintel at Wrong Elevati	0.000	0.00	0.00	0.00	0.00	17,129.00	17,129.00	17,129.00	0.00	0.00	17,129.00	100%	0.00	856.45
42.75	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.000	0.00	0.00	0.00	0.00	9,051.00	9,051.00	9,051.00	0.00	0.00	9,051.00	100%	0.00	452.55
42.76	ALLW 68 RFI 174 Decking over Trusses	0.000	0.00	0.00	0.00	0.00	1,910.35	1,910.35	0.00	1,910.35	0.00	1,910.35	100%	0.00	95.52
42.77	ALLW 69 Temporary Roof	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.78	ALLW 71 RFI 194 Confirmation of TPO at back o	0.000	0.00	0.00	0.00	0.00	6,842.04	6,842.04	0.00	0.00	0.00	0.00	0%	6,842.04	0.00
42.79	ALLW 72 RFI 196 Additional Spray Foam at Roof	0.000	0.00	0.00	0.00	0.00	12,625.00	12,625.00	0.00	0.00	0.00	0.00	0%	12,625.00	0.00
42.80	ALLW 74 RFI 171 Octagonal Towers Interior Cor	0.000	0.00	0.00	0.00	0.00	7,560.04	7,560.04	0.00	7,560.04	0.00	7,560.04	100%	0.00	378.00
42.81	ALLW 75 RFI 184 Tax Accessor Teller Windows	0.000	0.00	0.00	0.00	0.00	9,822.50	9,822.50	4,911.25	0.00	0.00	4,911.25	50%	4,911.25	245.56
42.82	ALLW 76 RFI 199 Truss Octagonal Tower tie in	0.000	0.00	0.00	0.00	0.00	23,680.16	23,680.16	0.00	0.00	0.00	0.00	0%	23,680.16	0.00
42.83	ALLW 78 RFI 205 Room 1104 and 1105 Curtain V	0.000	0.00	0.00	0.00	0.00	8,879.84	8,879.84	0.00	0.00	0.00	0.00	0%	8,879.84	0.00
42.84	ALLW 82 Added Aluminum Doors	0.000	0.00	0.00	0.00	0.00	6,533.15	6,533.15	0.00	0.00	0.00	0.00	0%	6,533.15	0.00
42.85	ALLW 83 RFI 202 East and West side of Rooftop	0.000	0.00	0.00	0.00	0.00	9,183.05	9,183.05	0.00	0.00	0.00	0.00	0%	9,183.05	0.00
42.86	ALLW 84 RFI 218 Roof Flashing around the pentl	0.000	0.00	0.00	0.00	0.00	8,973.15	8,973.15	0.00	0.00	0.00	0.00	0%	8,973.15	0.00
42.87	ALLW 85 Front Entrance Interior side of Vestibule	0.000	0.00	0.00	0.00	0.00	7,544.32	7,544.32	0.00	0.00	0.00	0.00	0%	7,544.32	0.00
42.88		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.89		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.90		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.91		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.92		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.93		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining County Seal Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**14,012.00**	**14,012.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**14,012.00**	**0.00**
42.101	ALLW 30 County Seal, Cast Bronze	0.000	0.00	0.00	0.00	0.00	35,988.00	35,988.00	0.00	0.00	0.00	0.00	0%	35,988.00	0.00
42.110	**Remaining Asbestos Abatement Allowance**	0.000	0.00	0.00	0.00	0.00	50,223.00	50,223.00	0.00	0.00	0.00	0.00	0%	50,223.00	0.00
42.111	ALLW 1 Abatement of roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW 12 - Additional Air Monitoring	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW 19 - Owner Notification Fee	0.000	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Existing Foundation Conflict	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**25,000.00**	**0.00**
42.121		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Overhead Support for Cleaning	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.131	ALLW 58 RFI 183 Modification to Cupola Mainten	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	1,000.00
	Remaining Mock-up Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**25,000.00**	**25,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**25,000.00**	**0.00**

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #31 May 2025 (R0)

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **31**
APPLICATION DATE: **5/1/2025**
PERIOD TO: **5/31/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.141		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Decorative Bollard Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**-6,400.00**	**-6,400.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**-6,400.00**	**0.00**
42.151	ALLW 3 Contract Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	14,700.00	0.00	0.00	14,700.00	50%	14,700.00	735.00
	Remaining Permit Comment	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**25,978.56**	**25,978.56**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**25,978.56**	**0.00**
42.161	ALLW #13 = ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	33,576.54	7,370.46	0.00	40,947.00	100%	0.00	2,047.35
42.162	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	33,074.44	33,074.44	0.00	0.00	0.00	0.00	0%	33,074.44	0.00
	Remaining Relocate Memorial Tree	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.171	Contract Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	250.00
	Remaining Water Meter / Backflow	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**0.00**	**0.00**
42.181	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
	Remaining Paving repairs Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**213,050.00**	**213,050.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**213,050.00**	**0.00**
42.191		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining DAS / ERRCS Allowance	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**1,090.00**	**1,090.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**1,090.00**	**0.00**
42.201	ASI 9 RFI #139 ERRCS (DAS)	0.000	0.00	0.00	0.00	0.00	48,910.00	48,910.00	0.00	0.00	0.00	0.00	0%	48,910.00	0.00
	Remaining DAS / Cellular System	**0.000**	**0.00**	**0.00**	**0.00**	**0.00**	**76,950.00**	**76,950.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**	**76,950.00**	**0.00**
42.201	ASI 9 RFI #139 Cellular (DAS)	0.000	0.00	0.00	0.00	0.00	108,321.00	108,321.00	10,832.10	0.00	0.00	10,832.10	10%	97,488.90	541.61
43.0	**Change Orders to Exhibit I**														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	NEW COURTHOUSE TOTALS	**1,273,310.000**	**1,130,528.00**	**2,403,838.00**	**0.00**	**2,403,838.00**	**38,625,292.00**	**41,043,600.00**	**30,272,583.76**	**2,231,540.97**	**0.00**	**32,504,124.73**	**79%**	**8,539,475.27**	**1,196,045.29**
	Contract Total	**1,273,310.000**	**1,315,059.00**	**2,588,369.00**	**1,825,812.00**	**4,779,103.39**	**38,625,292.00**	**43,418,865.39**	**32,647,849.15**	**2,231,540.97**	**0.00**	**34,879,390.12**	**80%**	**8,539,475.27**	**1,196,045.29**

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Date: 5/31/2025

Description	Original Contract Amount In Exhibit A 5/12/2021	Amount Added In Exhibit B 5/2/2022	Amount Added In Exhibit C 2/6/2023	Amount Added In Exhibit D 4/26/2023	Amount Added In Exhibit E 5/17/2023	Amount Added In Exhibit E Change Order # 001 8/2/2023	Amount Added In Exhibit E Change Order # 002 9/18/2023	Amount Added In Exhibit F 10/4/2023	Amount Added In Exhibit G 11/17/2023	Amount Added In Exhibit E Change Order # 003 3/6/2024	Amount Added In Exhibit E Change Order # 004 8/21/2024	Amount Added In Exhibit H 12/11/2024	Total Through Exhibit H
Programming, Pre-Schematic, & Assessments													
Programming, Pre-Schematic, & Assessments Costs	$358,353.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROGRAMMING & ASSESSMENTS TOTAL	**$358,353.62**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$358,353.62**
Maintenance Node													
Maintenance Node Design Services	$0.00	$970,500.00	($114,476.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$856,024.00
Maintenance Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance Node Total	**$0.00**	**$970,500.00**	**($114,476.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$856,024.00**
BUSINESS NODE													
Courthouse Design Services	$0.00	$1,273,310.00	$1,130,528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,403,838.00
Courthouse Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00	$0.00	$0.00	$0.00	$0.00	$0.00
Courthouse Total	*$0.00*	*$1,273,310.00*	*$1,130,528.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$38,639,762.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$41,043,600.00*
Swing Space Design Services	$0.00	$0.00	$184,531.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184,531.00
Swing Space Construction Costs	$0.00	$0.00	$0.00	$0.00	$1,825,812.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,825,812.00
Swing Space Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85
Swing Space Change Order # 002	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97
Swing Space Change Order # 003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,878.13	$0.00	$0.00	$12,878.13
Swing Space Change Order # 004	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($4,360.56)	$0.00	($4,360.56)
Swing Space Total	*$0.00*	*$0.00*	*$184,531.00*	*$0.00*	*$1,825,812.00*	*$122,435.85*	*$233,968.97*	*$0.00*	*$0.00*	*$12,878.13*	*($4,360.56)*	*$0.00*	*$2,375,265.39*
Business Node Totals	**$0.00**	**$1,273,310.00**	**$1,315,059.00**	**$0.00**	**$1,825,812.00**	**$122,435.85**	**$233,968.97**	**$38,639,762.00**	**$0.00**	**$12,878.13**	**($4,360.56)**	**$0.00**	**$43,418,865.39**
Judicial Node													
Justice Tower Design Services	$0.00	$3,572,550.00	$2,015,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,588,327.00
Justin Tower Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Node Total	**$0.00**	**$3,572,550.00**	**$2,015,777.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,588,327.00**
Macerator, Hoist, & Valve													
Macerator, Hoist, & Valve Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Macerator, Hoist, & Valve Construction Costs	$0.00	$0.00	$0.00	$264,316.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00
Macerator, Hoist, & Valve Totals	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**
506 Upgrades & Modular Building													
506 Upgrades & Modular Building Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$0.00	$0.00	$0.00	$230,921.00
506 Upgrades & Modular Building Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,053,707.00	$4,053,707.00
506 Upgrades & Modular Building Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$230,921.00**	**$0.00**	**$0.00**	**$4,053,707.00**	**$4,284,628.00**
Design Build Contract Total	**$358,353.62**	**$5,816,360.00**	**$3,216,360.00**	**$264,316.00**	**$1,825,812.00**	**$122,435.85**	**$233,968.97**	**$38,639,762.00**	**$230,921.00**	**$12,878.13**	**($4,360.56)**	**$4,053,707.00**	**$54,770,514.01**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12808

To Owner: Waller County
836 Austin Street, Suite 103
Hempstead, TX 77445

Project: 23543. Waller County 506 Upgrades & Modular Building

Application No.: 15

Period To: 5/31/2025

Distribution to:
- [x] Owner
- [ ] Architect
- [ ] Contractor
- [ ]
- [ ]

From Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: 22108.04

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$230,921.00
2. Net Change By Change Order		$3,822,786.00
3. Contract Sum To Date		$4,053,707.00
4. Total Completed and Stored To Date		$2,425,889.30
5. Retainage:		
a. 4.14% of Completed Work	$100,519.79	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$100,519.79
6. Total Earned Less Retainage		$2,325,369.51
7. Less Previous Certificates For Payments		$2,025,225.84
8. Current Payment Due		$300,143.67
9. Balance To Finish, Plus Retainage		$1,728,337.49

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$3,822,786.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$3,822,786.00	$0.00
Net Changes By Change Order	**$3,822,786.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 5/27/2025

State of: Texas
Subscribed and sworn to before me this 27th day of May 2025
Notary Public: Stephanie Castro
My Commission expires: 12/20/27

County of: Tarrant

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 20, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $300,143.67

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **15**
APPLICATION DATE: **1-Jun-25**
PERIOD TO: **31-May-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Waller County 506 Upgrades & Modular Building Design										
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	398,072.00	0.00		398,072.00	100%	0.00	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	300.45	0.00		300.45	2%	9,699.55	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses										
2.1	General Conditions	0.00	742,947.00	742,947.00	408,620.85	81,724.17		490,345.02	66%	252,601.98	24517.25
2.2	Insurance	0.00	20,636.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	1031.80
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	1850.65
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	2952.70
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	2000.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	0.00		0.00	0%	9,421.00	0.00
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	75,706.16	12,456.00		88,162.16	60%	58,667.84	4408.11
3	Civil & Site Improvements										
3.1	SWPPP	0.00	16,510.00	16,510.00	16,510.00	0.00		16,510.00	100%	0.00	825.50
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	30,169.00	0.00		30,169.00	95%	1,751.00	1508.45
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	105,019.00	0.00		105,019.00	95%	4,971.00	5250.95
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	0.00		0.00	0%	67,440.00	0.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	83,334.60	7,576.00		90,910.60	75%	29,689.40	4545.53
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	81,978.00	0.00		81,978.00	100%	0.00	4098.90
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	177,152.00	0.00		177,152.00	80%	44,288.00	8857.60
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	0.00		0.00	0%	78,664.00	0.00
3.9	Asphalt - Justice Center	0.00	117,996.00	117,996.00	0.00	58,936.00		58,936.00	50%	59,060.00	2946.80
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	0.00		0.00	0%	8,610.00	0.00
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	0.00	0.00		0.00	0%	5,230.00	0.00
4	Permanent Fencing										
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	0.00	0.00		0.00	0%	19,686.00	0.00
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	0.00	0.00		0.00	0%	45,934.00	0.00
5	Modular Building Accessories										
5.1	Milestone Payment #1 - 20% Due at Signing	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.2	Milestone Payment #2 - 20% Due at Start of Work	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.3	Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units	0.00	26,898.90	26,898.90	0.00	26,898.90		26,898.90	100%	0.00	1344.95
5.4	Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units	0.00	40,348.35	40,348.35	0.00	0.00		0.00	0%	40,348.35	0.00
5.5	Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units	0.00	26,898.90	26,898.90	0.00	0.00		0.00	0%	26,898.90	0.00
5.6	Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units	0.00	40,348.35	40,348.35	0.00	0.00		0.00	0%	40,348.35	0.00
5.7	Milestone Payment #7 - 10% at Substantial Completion of Project	0.00	26,898.90	26,898.90	0.00	0.00		0.00	0%	26,898.90	0.00
6	Roofing										
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	0.00	0.00		0.00	0%	20,898.00	0.00
7	Doors and Hardware										
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	0.00	1,735.00		1,735.00	46%	2,015.00	86.75

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **15**
APPLICATION DATE: **1-Jun-25**
PERIOD TO: **31-May-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
8	Glass & Glazing										
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	28,300.00	16,500.00		44,800.00	100%	0.00	2240.00
8.2	Window Film	0.00	7,500.00	7,500.00	0.00	7,500.00		7,500.00	100%	0.00	375.00
9	Finishes										
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	0.00		0.00	0%	26,003.00	0.00
9.2	Acoustical Ceilings & Linear Metal Ceilngs	0.00	46,274.00	46,274.00	0.00	0.00		0.00	0%	46,274.00	0.00
9.3	Painting	0.00	8,950.00	8,950.00	0.00	0.00		0.00	0%	8,950.00	0.00
9.4	Floor Protection	0.00	15,000.00	15,000.00	0.00	0.00		0.00	0%	15,000.00	0.00
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	0.00	0.00		0.00	0%	32,888.00	0.00
10	Plumbing										
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	21,420.00	0.00		21,420.00	100%	0.00	1071.00
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	19,890.00	0.00		19,890.00	50%	19,890.00	994.50
11	Mechanical (HVAC)										
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
11.2	Equipment - Material	0.00	111,700.00	111,700.00	0.00	0.00		0.00	0%	111,700.00	0.00
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	0.00	0.00		0.00	0%	54,600.00	0.00
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	0.00	0.00		0.00	0%	81,150.00	0.00
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	0.00	0.00		0.00	0%	27,050.00	0.00
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	0.00		0.00	0%	4,034.00	0.00
12	Electrical										
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	71,016.92	5,549.08		76,566.00	100%	0.00	3828.30
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	136,139.31	56,254.00		192,393.31	90%	21,992.69	9619.67
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	10,875.20	0.00		10,875.20	71%	4,437.80	543.76
13	Access Control										
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	0.00	10,461.00		10,461.00	60%	6,974.00	523.05
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	0.00	0.00		0.00	0%	40,683.00	0.00
14	**Allowances & Contigencies**										
14.1.O	**Owner's Contingency - Original**	**0.00**	**[129,969.00]**	**[129,969.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.1.1	Allowance #6 - Overrun of Budget for Data @ Modulars	0.00	34,148.00	34,148.00	34,148.00	0.00		34,148.00	100%	0.00	1707.40
14.1.2	Allowance #8 - Justice Center - Dirtwork for BOXX Mobility	0.00	27,930.00	27,930.00	27,930.00	0.00		27,930.00	100%	0.00	1396.50
14.1.3	Allowance #9 - UES Invoices (February & March)	0.00	5,922.50	5,922.50	5,922.50	0.00		5,922.50	100%	0.00	296.13
14.1.4	Allowance #10 - BOXX Remobilization	0.00	2,786.56	2,786.56	0.00	2,786.56		2,786.56	100%	0.00	139.33
14.1.R	**Owner's Contingency - Remaining**	**0.00**	**59,181.94**	**59,181.94**	**0.00**	**0.00**		**0.00**	**100%**	**59,181.94**	**0.00**
14.2.O	**Design-Builder Contingency - Original**	**0.00**	**[97,477.00]**	**[97,477.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.2.1	CC #2 - ASI #1 - Sidewalk Demo & Pour Back @ Justice Center	0.00	9,730.00	9,730.00	0.00	4,865.00		4,865.00	50%	4,865.00	243.25
14.2.2	CC #1 - RFI #20 - Existing Gas Line Relocations	0.00	39,135.00	39,135.00	19,568.00	19,567.00		39,135.00	100%	0.00	1956.75
14.2.3	CC #4 - Dailey Co. Changes	0.00	7,928.00	7,928.00	7,928.00	0.00		7,928.00	100%	0.00	396.40
14.2.4	CC #3 - Door Hardware Match (RFI #24)	0.00	2,764.00	2,764.00	0.00	2,764.00		2,764.00	100%	0.00	138.20
14.2.5	CC #6 - Curtainwall Threshold	0.00	368.00	368.00	0.00	368.00		368.00	100%	0.00	18.40
14.2.R	**Design-Builder Contingency - Remaining**	**0.00**	**37,552.00**	**37,552.00**	**0.00**	**0.00**		**0.00**	**0%**	**37,552.00**	**0.00**
14.3.O	**Fire Alarm System - Kuciemba Mods. - Original**	**0.00**	**[15,000.00]**	**[15,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.3.1	Allowance #1 - Fire Alarm Buyout	0.00	8,550.00	8,550.00	8,550.00	0.00		8,550.00	100%	0.00	427.50

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **15**
APPLICATION DATE: **1-Jun-25**
PERIOD TO: **31-May-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
14.3.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**6,450.00**	**6,450.00**	**0.00**	**0.00**		**0.00**	**0%**	**6,450.00**	**0.00**
14.4.O	**Fire Alarm System - Justice Center Mods. - Origina**	**0.00**	**[20,000.00]**	**[20,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.4.1	Allowance #2 - Fire Alarm Buyout	0.00	16,000.00	16,000.00	16,000.00	0.00		16,000.00	100%	0.00	800.00
14.4.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**4,000.00**	**4,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**4,000.00**	**0.00**
14.5.O	**Misc. Signage - Original**	**0.00**	**[5,000.00]**	**[5,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.5.R	**Misc. Signage - Remaining**	**0.00**	**5,000.00**	**5,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**5,000.00**	**0.00**
14.6.O	**Data at Modulars - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.6.1	Allowance #6 - Revised Data Quote from Telomack	0.00	25,000.00	25,000.00	25,000.00	0.00		25,000.00	100%	0.00	1250.00
14.6.R	**Data at Modulars - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.O	**Concrete Foundation Design Change - Original**	**0.00**	**[30,000.00]**	**[30,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.R	**Concrete Foundation Design Change - Remaining**	**0.00**	**30,000.00**	**30,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**30,000.00**	**0.00**
14.8.O	**Landscaping - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.8.R	**Landscaping - Remaining**	**0.00**	**25,000.00**	**25,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**25,000.00**	**0.00**
14.9.O	**Test and Balance - Original**	**0.00**	**[10,000.00]**	**[10,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.9.R	**Test and Balance -Remaining**	**0.00**	**10,000.00**	**10,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**10,000.00**	**0.00**
14.10.O	**Unkwn. City Permit Comments - Original**	**0.00**	**[100,000.00]**	**[100,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.10.1	Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulars & Added Sidewalks	0.00	46,890.00	46,890.00	46,890.00	0.00		46,890.00	100%	0.00	2344.50
14.10.2	Allowance #5 - Credit to Allowance, Revised Concrete Design	0.00	(27,911.00)	(27,911.00)	(27,911.00)	0.00		(27,911.00)	100%	0.00	-1395.55
14.10.R	**Unkwn. City Permit Comments - Remaining**	**0.00**	**81,021.00**	**81,021.00**	**0.00**	**0.00**		**0.00**	**0%**	**81,021.00**	**0.00**
	Contract Total - Per Exhibit H Change	**230,921.00**	**3,822,786.00**	**4,053,707.00**	**2,109,948.59**	**315,940.71**	**0.00**	**2,425,889.30**	**60%**	**1,627,817.70**	**100519.79**

Modular Building Design - Not Subject to Retainage	$0.00
Modular Building Design General Conditions - Not Subject to Retainage	$0.00
Modular Building Construction - Subject to Retainage	$315,940.71
Retainage Withheld	$15,797.04
Amount Certified (Payment Due)	**$300,143.67**

Allowance & Contigncy Recap			
	Starting Balance	Approved Changes	Remaining Balance
Owner's Contingency	129,969.00	(70,787.06)	59,181.94
Contractor/Designer Contingency	97,477.00	(59,925.10)	37,551.90
Contract Allowances	230,000.00	(68,529.00)	161,471.00
Totals	**457,446.00**	**(199,241.16)**	**258,204.84**

WALLER COUNTY
COMMISSIONERS COURT

June 11, 2025

City of Houston
Attn: Jim Szczesniak, Director of Aviation
16930 John F. Kennedy Blvd
Houston, TX 77032
Subject: Acceptance of Offer Letter for 1,431 Acres in Waller County

Director Szczesniak and City of Houston Officials,

Pursuant to your letter dated April 22, 2025, Waller County hereby conditionally accepts the offer from the City of Houston to purchase 1,431 acres of land located within Waller County. This property includes 805 acres of unencumbered land, 620 acres of land encumbered by the US Army Corps of Engineers, and 6 acres of access.

The City of Houston has proposed a total price of NINETEEN MILLION SEVEN HUNDRED FORTY THOUSAND DOLLARS ($19,740,000) for the sale of the 805 acres land, which Waller County accepts. Additionally, the City proposes compensation for the 620 acres of land to be the assumption of the long-term management responsibilities currently held by the City, which Waller County accepts.

Attached to this letter is the signed Open Space License Agreement for Due Diligence Studies.

Waller County agrees to work with the City of Houston on preparing a formal Purchase and Sale Agreement, to be executed after the feasibility study period has expired.

If you have any comments or concerns regarding this acceptance letter, please contact Robert Pechukas at 936-510-3549 or r.pechukas@wallercounty.us.

Thank you,

_____
Carbett “Trey” J. Duhon II
Waller County Judge

Docusign Envelope ID: 5E17AE6D-F550-4B2B-99BD-45DCFD3A06E9

CITY OF HOUSTON

John Whitmire
Mayor

Jim Szczesniak
Director of Aviation

Houston Airports
16930 John F. Kennedy Boulevard
Houston, Texas 77032
fly2houston.com

April 22, 2025

County Judge
Waller County Commissioners Court
836 Austin Street
Suite 203
Hempstead, TX 77445

Reference: 1,431 Acres / Waller County

Dear Sirs:

Pursuant to your letter of intent to purchase, dated March 5, 2025, the City of Houston will consider the sale of the approximately 1,431 acres situated in Waller County off Morton Road. The property size includes approximately 805 acres of unencumbered property, approximately 620 acres encumbered by the Army Corp of Engineers' ("USACE") Permit No. 21948(01) pursuant to the Section 404 of the Clean Water Act (the "Permit") attached hereto, and approximately 6 acres for the access road. The City of Houston, Texas (the "City") will grant your request to purchase the property (together with any improvements thereon, being hereinafter referred to as the "Property").

The City is entitled to just compensation for the Property. The compensation, as established by two independent appraisers, is NINETEEN MILLION SEVEN HUNDRED FORTY THOUSAND DOLLARS ($19,740,000.00) for the fee simple interest in the Property for the approximately 805 acres. Compensation to the City for the approximately 620 acres is the assumption of the City's long-term management responsibilities as detailed in the Permit. Such fee simple interest shall be subject only to those easements, interests or other encumbrances. The approximately 620 acres shall remain in perpetuity as a federally-protected jurisdictional wetlands mitigation site pursuant to and encumbered by the Permit. Any improvements to the 620 acres must be reviewed and approved by the USACE in advance.

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn
Controller: Chris Hollins

Docusign Envelope ID: 5E17AE6D-F550-4B2B-99BD-45DCFD3A06E9

This offer is contingent on approvals from Federal Aviation Administration (FAA), USACE and City Council, and requires the City to deliver clear title, and regulatory releases, if applicable, for the Property. The City is also required to deliver an instrument setting forth the extent of the City's interest in the Property.

The City requests your prompt consideration of this offer and asks that you respond to the undersigned in writing regarding such offer within sixty (60) days of your receipt of this letter. Please direct your written response to the undersigned at the City of Houston Airport System, 16930 John F. Kennedy Boulevard, Houston, Texas 77032. The City shall not be obligated to pay costs or expenses of any agent or broker who may act or has acted on behalf of the buyer in this transaction.

Should you decide to accept this offer, we will allow up to thirty (30) days for you to conduct applicable feasibility studies. Attached hereto, for your review and acceptance, is a revised Open Space License Agreement for Due Diligence Studies for the entire City-owned site. Upon your final acceptance of the offer, we will request regulatory approval for the sale and transfer of the Permit from the FAA and USACE.

A formal Purchase and Sale Agreement will be prepared after the timing for the feasibility studies have passed. In compliance with City of Houston processes, all purchase and sale agreements are subject to final approval from the Mayor and City Council. The acquisition closing normally takes place approximately sixty (60) days after the Purchase and sale Agreement has been signed by the Seller.

If you have any questions regarding this offer, please contact Ms. Anissa M. Veal at 281.233.1828. Your cooperation in this matter is appreciated.

Sincerely,

Signed by: Jim Szczesniak 4/25/2025 | 12:35 CDT
219BB453A1504CE...

Jim Szczesniak
Director
Houston Airport System

cc: Kelly Woodward (Initial)
Francisco Cuellar (Initial)
Laura Keesee (Initial)
Anissa M. Veal (DS)
Robert W. Collins

Attachments: Agreement for Due Diligence Studies
IAH Mitigation – USACE Approval of Amendment to Permit 04-08-2002
USACE Permit 21948-amendment
Waller County Tract Survey

Certificate Of Completion

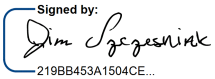
Envelope Id: 5E17AE6D-F550-4B2B-99BD-45DCFD3A06E9
Status: Completed
Subject: Complete with Docusign: Waller County Offer letter 4-22-2025.pdf
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Diep Tran
16930 JFK
Houston, TX 77032
diep.tran@houstontx.gov
IP Address: 72.20.146.43

Record Tracking

Status: Original
4/17/2025 3:41:08 PM
Holder: Diep Tran
diep.tran@houstontx.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Laura Keesee laura.keesee@houstontx.gov Director of Airline Affairs and Real Estate Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 72.20.146.43	Sent: 4/17/2025 3:46:34 PM Viewed: 4/18/2025 5:50:11 PM Signed: 4/18/2025 5:51:46 PM
Electronic Record and Signature Disclosure: Accepted: 4/18/2025 5:50:11 PM ID: a184330e-a97a-4867-b411-3a7497d9ea59		
Francisco Cuellar francisco.cuellar@houstontx.gov Chief Commercial Officer Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 72.20.146.43	Sent: 4/18/2025 5:51:47 PM Viewed: 4/21/2025 9:58:09 AM Signed: 4/21/2025 9:59:28 AM
Electronic Record and Signature Disclosure: Accepted: 4/21/2025 9:58:09 AM ID: 8893fd4a-1a71-4f74-80d8-61cc6df62d37		
Kelly Woodward kelly.woodward@houstontx.gov Chief Operating Officer Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 72.20.146.43	Sent: 4/21/2025 9:59:29 AM Viewed: 4/25/2025 9:18:59 AM Signed: 4/25/2025 9:19:15 AM
Electronic Record and Signature Disclosure: Accepted: 4/25/2025 9:18:59 AM ID: 3b4f4b57-fbee-4a6f-831b-27baeec4bb51		
Robert Collins robert.collins@houstontx.gov Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 35.150.63.18 Signed using mobile	Sent: 4/25/2025 9:19:17 AM Viewed: 4/25/2025 9:24:10 AM Signed: 4/25/2025 9:24:38 AM
Electronic Record and Signature Disclosure: Accepted: 4/25/2025 9:24:10 AM ID: 58564d73-01da-41eb-a5f5-9a9544177e60		

Signer Events	Signature	Timestamp
Jim Szczesniak Jim.Szczesniak@houstontx.gov Airport Director Houston Airport System Security Level: Email, Account Authentication (None)	Signed by:  219BB453A1504CE... Signature Adoption: Pre-selected Style Using IP Address: 174.231.86.106	Sent: 4/25/2025 9:24:39 AM Viewed: 4/25/2025 12:15:51 PM Signed: 4/25/2025 12:35:16 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Anissa Veal anissa.veal@houstontx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/19/2025 10:02:20 AM ID: e52c098d-892a-490d-ac19-906321138bff	COPIED	Sent: 4/25/2025 12:35:17 PM Viewed: 4/25/2025 3:41:17 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2025 3:46:34 PM
Certified Delivered	Security Checked	4/25/2025 12:15:51 PM
Signing Complete	Security Checked	4/25/2025 12:35:16 PM
Completed	Security Checked	4/25/2025 12:35:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sahara Lee (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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To contact us by email send messages to: Sahara.lee@houstontx.gov

To advise Sahara Lee of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Sahara.lee@houstontx.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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ii. send us an e-mail to Sahara.lee@houstontx.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Sahara Lee as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sahara Lee during the course of my relationship with you.

DEPARTMENT OF THE ARMY PERMIT

Permittee Department of Aviation, Houston Airport System

Permit No. 21948

Issuing Office Galveston District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To construct improved aviation facilities within George Bush Intercontinental Airport, requiring the placement of fill material into approximately 13 acres of adjacent wetlands. This project includes the construction of a new 8,500-foot by 150-foot runway (with associated taxiways), expansion of an existing runway to 10,000 feet by 150 feet (with associated taxiways), construction of an air cargo facility and taxiway, extension of an existing taxiway, construction of a consolidated rental car facility, relocation of segments of Garners Bayou, and excavation of stormwater detention ponds associated with these activities. The project also includes associated roadway construction, utilities installation, and drainage improvements. In addition, the permittee is required to perform mitigation, for aquatic impacts, at two locations, the first location being the Westside Airport property located between Katy and Brookshire, approximately 35 miles southwest of the project site, in Waller County, Texas and the second mitigation site being the Bahr Woods Mitigation Area, between the West Fork of the San Jacinto River and Woodson's Gully, approximately 2 miles north of the project site, in Montgomery County, Texas. The project will be conducted in accordance with the attached plans in thirty-two sheets.

Project Location: Within George Bush Intercontinental Airport, immediately south of FM 1960 and east of Aldine - Westfield Road, in Harris County, Texas.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 31 December 2006. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. Pursuant to the Texas Historical Commission's (THC) letter dated 28 December 2000, the permittee will coordinate and receive clearance from the THC, to conduct the proposed mitigation activities at the Bahr Woods site, as required by Section 106 of the National Historic Preservation Act, as amended; and the Texas State Antiquities Code.

2. The permittee will coordinate with and receive approval from the Corps, Galveston District (Corps), who will coordinate with Federal and State resource agencies, regarding the final mitigation plan.

3. The permittee will protect the 600-acre Waller County mitigation site for all perpetuity. The permittee will not sell or transfer the property, nor allow the property to be developed in any fashion, including placement of fill material into or draining of the wetlands that currently exist or exist at any point in the future on the property, without the approval of the Corps. All passive management activities on the site must have Corps approval prior to their implementation.

4. All construction of mitigation, including planting, must be completed within 24 months after the start of project construction within jurisdictional areas. Monitoring and maintenance will proceed according to the mitigation plan. The permittee will notify the Corps, in writing, within 30 days of completion of the mitigation construction. If the mitigation construction can not be completed within the specified time frame, the permittee will contact the Corps, in writing, within the 24-month period, to discuss alternative mitigation proposals.

5. If mitigation is determined to be unsuccessful, by the Corps, at the end of the monitoring period, the permittee will be required to tal necessary corrective measures, as approved by the Corps, to ensure success.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Robert M Lenon — 2-9-01

(PERMITTEE) — *(DATE)*

DEPARTMENT OF AVIATION, HOUSTON AIRPORT SYSTEM

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

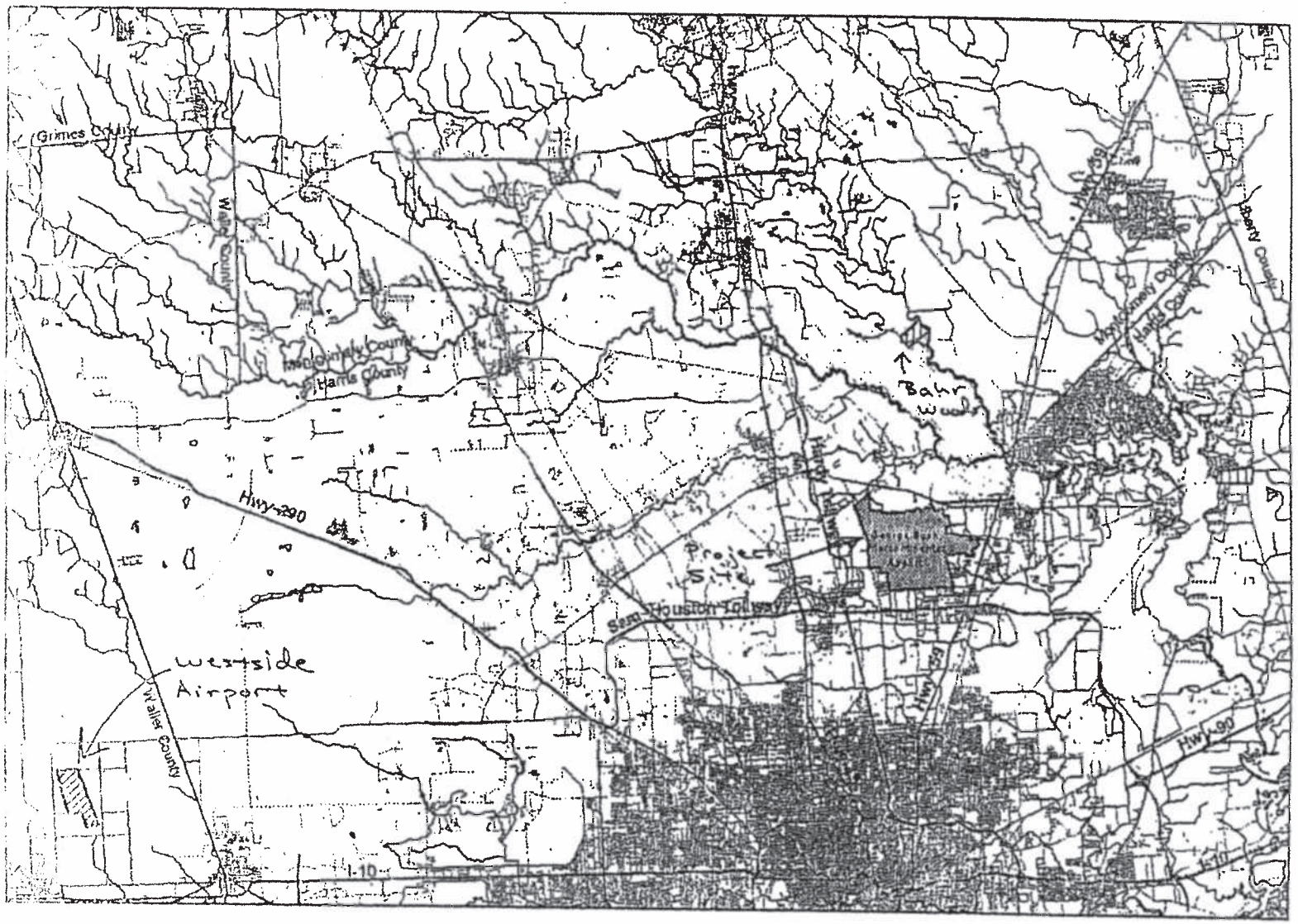
Dolan Dunn — 09 FEB 2001

(DISTRICT ENGINEER) — *(DATE)*

DOLAN DUNN, CHIEF
REGULATORY BRANCH
FOR COLONEL NICHOLAS J. BUECHLER

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE) — *(DATE)*



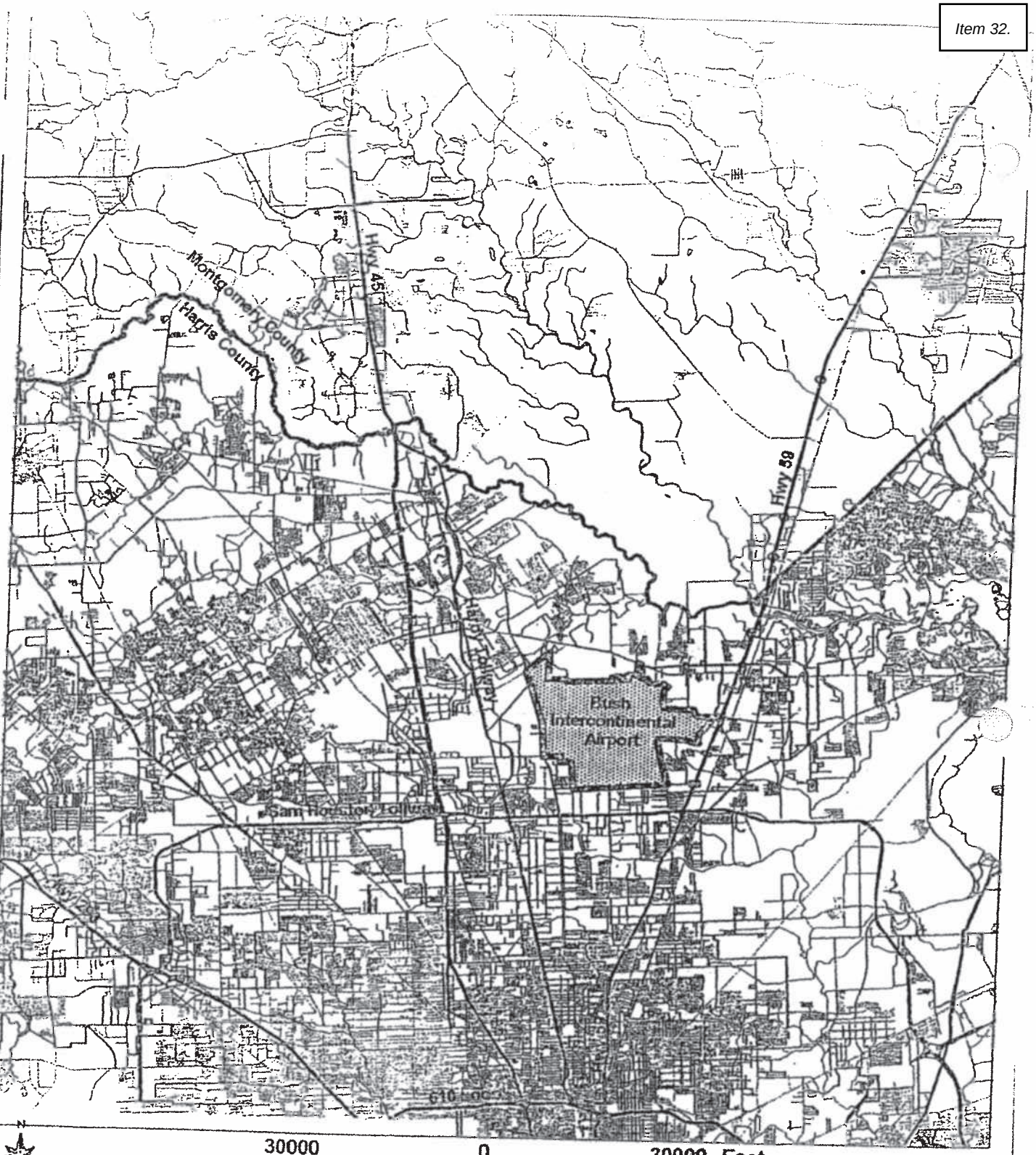
Vicinity Map

PERMITTED PLANS

Figure 1 : September 1999

Dept. of Aviation,
Houston Airport System

Item 32.



USGS Quads: Macdan + Humble, TX.

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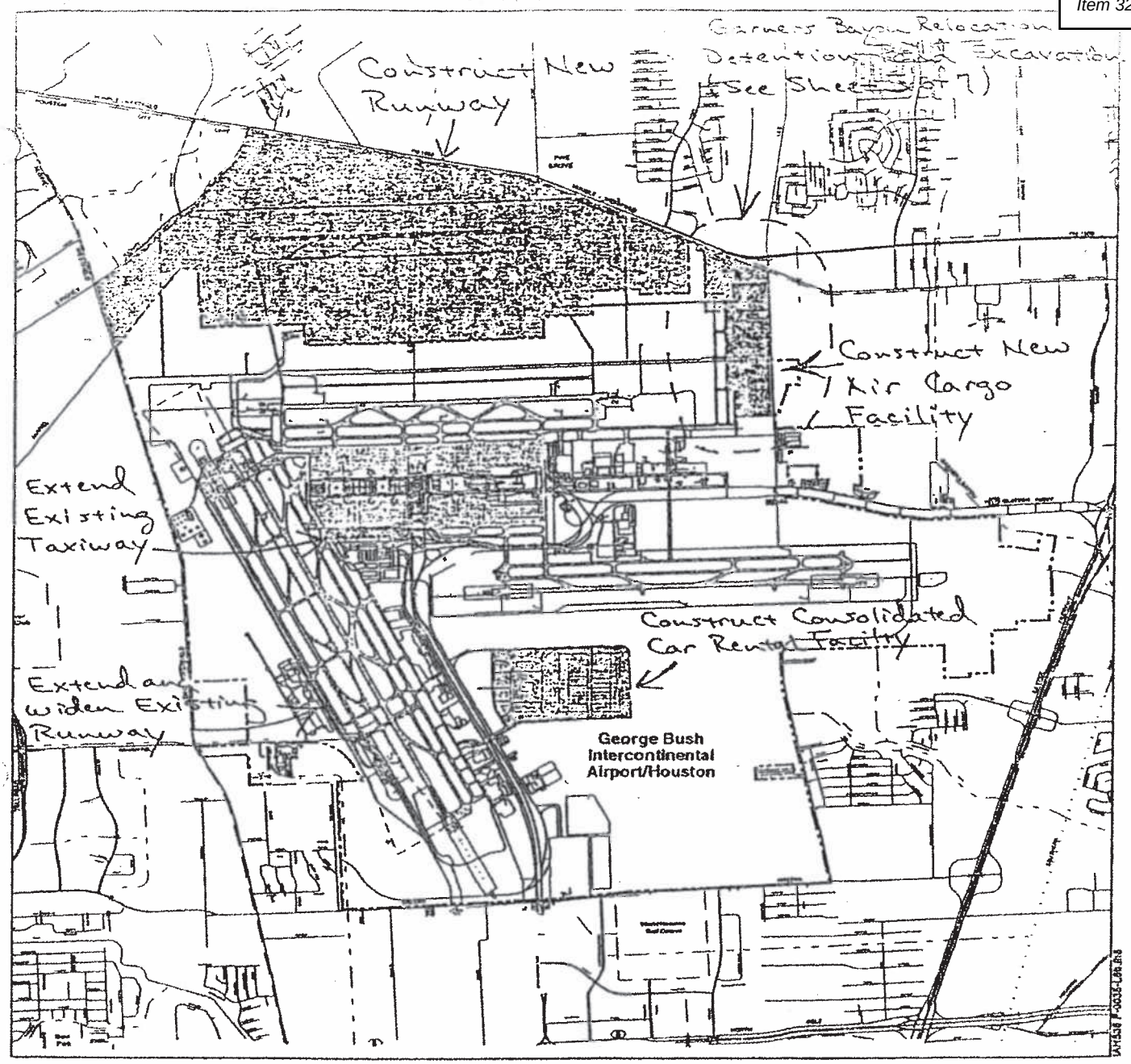
Ecology and Environment, Inc.
4801 Woodway, Suite 280W
Houston, Texas 77056

Site Location Map
Bush Intercontinental Airport
Houston, Harris County, Texas

Proj. Mgr. : B. Fairchild
Date : January 2000

site location map.ssr

PERMITTED PLANS



LEGEND

- Existing Airport boundary
- Future Airport boundary
- Existing pavement
- Existing pavement to be removed
- Taxiway SD bridge, ramp widening, and air cargo facilities
- Land acquisition for air cargo facilities
- Consolidated rental car facilities
- International Services Expansion Program
- New Runway 8L-26R
- Land acquisition for new Runway 8L-26R
- Runway 15R-33L extension and widening

N

2,250 0 2,250 4,500

Graphic Scale in Feet

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PERMITTED PLANS

ALTERNATIVE B/C.4:
EXTEND AND WIDEN RUNWAY 15R-33L AND
CONSTRUCT NEW RUNWAY 8L-26R

EIS for Runway 8L-26R and
Associated Near-Term Master Plan Projects
George Bush Intercontinental Airport/Houston

November 1999

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Houston Airport Sys.
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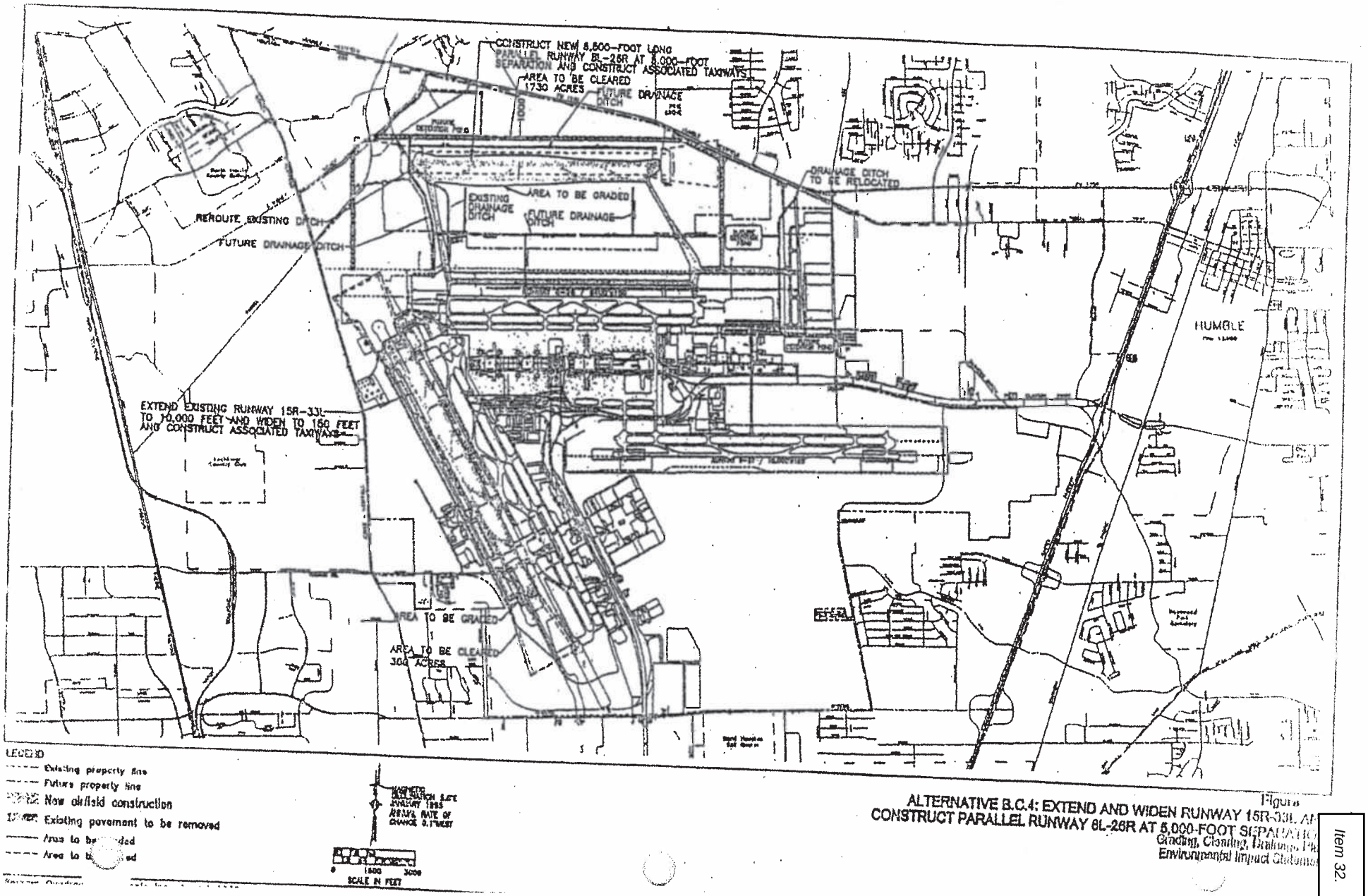
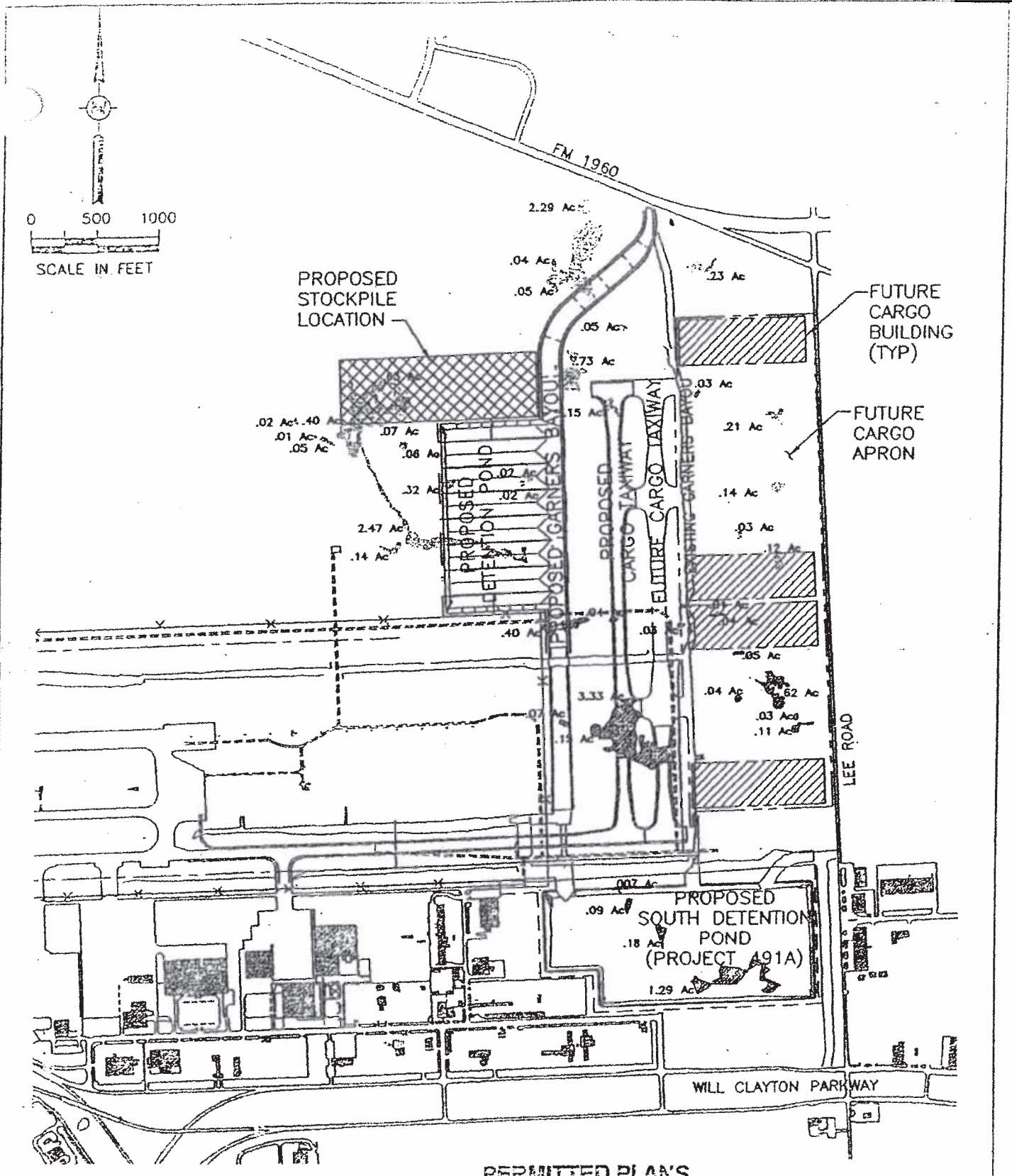


Figure
ALTERNATIVE B.C.4: EXTEND AND WIDEN RUNWAY 15R-33L AN
CONSTRUCT PARALLEL RUNWAY 8L-26R AT 5,000-FOOT SEPARATIO
Grading, Clearing, Drainage, Pa
Environmental Impact Statem

Item 32.



PERMITTED PLANS

PBSJ

HOUSTON AIRPORT SYSTEM

GEORGE BUSH INTERCONTINENTAL AIRPORT
HOUSTON, TEXAS

PROPOSED CARGO FACILITY
AND TAXIWAY "NB" EXTENSION

WETLAND LOCATION MAP

...\Project Build\CAD\WETLN001.dwg

WESTSIDE AIRPORT PROPERTY MITIGATION SITE

BACKGROUND

The Westside Airport property is located in Waller County, Texas, between Katy and Brookshire, approximately 35 miles southwest of IAH. The property is approximately 1480 acres in size and is mostly fallow, but a small portion of the property is used for agriculture. Past uses of the property include cattle ranching and rice fanning. The property was purchased by the City of Houston in the mid-1980s and was originally intended to be the site of a general aviation airport. Because of the potential unsuitability of the property for use as an airport, HAS is proposing to use the property to compensate for wetland impacts resulting from implementation of the IAH development program. HAS has chosen this site for compensatory mitigation because of the current ownership status and the excess acreage which could be utilized for potential future development impacts.

The Westside Airport Property lies within the Katy Prairie, which is part of the Coastal Prairie region. The Katy Prairie was originally a vast area of mid- to tall-grass prairies interspersed with herbaceous wetlands and forests, which provided excellent habitat for a large number and variety of resident and migratory fauna along the Central Flyway. As a result of intensive land development, including overgrazing, rice farming, alteration of drainage regimes, urban development, and suppression of naturally occurring fires, only small remnants of extensive prairie and wetland habitats still exist.

MITIGATION PLAN

Wetland mitigation at the Westside Airport Property, for LAH development impacts, will consist primarily of restoration and creation of non-forested prairie wetlands and supporting prairie upland habitat. The mitigation project is being proposed on the northern half of the property consisting of approximately 600 acres. Past agricultural activities have filled wetlands and created extensive, artificial drainageways throughout the site. The soils present on the site include Katy loam and Axis series soils. The U.S. Department of Agriculture lists Axis series soils hydric.

The Westside Airport Property can be divided into several management/watershed units for development of wetland mitigation projects, including restoration of upland prairie habitats. Wetlands were identified based on an onsite delineation, interpretation of topographic surveys prepared utilizing aerial laser technology, previous delineations conducted at the site by the USACE, aerial photograph interpretation, and

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identification of hydric soils from the Waller County Soil Survey and additional studies conducted by the Natural Resources Conservation Service (formerly Soil Conservation Service).

HAS proposes to provide compensatory mitigation by restoring/creating, enhancing, and/or preserving wetlands at the Westside site. The final mitigation plan will create/restore up to 299 acres of herbaceous wetlands and enhance 44.03 acres of existing wetlands which would be greatly in excess of USACE requirements to mitigate herbaceous wetland impacts at IAH at the proposed ratios. Additionally, wetlands outside of enhanced/created areas will be preserved under the proposed conservation easement.

The Westside mitigation project consists of:

- Enhancement of 44.03 acres of emergent wetland;
- Creation/restoration of 299 acres of emergent wetland; and

Enhancement and creation/restoration of wetlands will be accomplished by constructing berms approximately 2 feet high and up to 16 feet wide in areas downslope of existing wetlands of at the downslope end of watersheds identified on site. Side slopes will be created on a 2:1 slope to prevent erosion of the slopes and allow for maintenance as needed. The top width will be up to 8 feet to allow for safe operation of construction equipment and future maintenance as needed. Berm construction will be accomplished through two techniques:

1. Grading of the areas upslope of the berm will be conducted to remove existing fallow vegetation species and expose areas of historical hydric soils. It is anticipated that approximately 4 inches of soil will be removed from the surface. Grading of these areas will allow for importation of soils from IAH, which contain rhizomes and wetland plant species seeds.

2. As necessary, a berm-creating machine will be utilized in areas where sufficient soil cannot be obtained for berm creation through grading.

3. Following placement of the soils in the general location of the proposed berms, the soil will be compacted and graded to the design dimensions and re-seeded with native prairie grasses to prevent erosion.

Watersheds were developed from topographic data obtained through LIDAR methods, with an absolute accuracy of 15 centimeters (cm) and a relative accuracy of 5 cm. Digital elevation models generated from the topographic data were input into a GIS program (ARCVIEW) and analyzed to determine onsite slopes and direction of sheetflow. Based on flow paths, minor watersheds were developed to identify potential locations of berms.

PERMITTED PLANS

In the event that excess soils are obtained during grading activities, these soils will be stockpiled onsite until an appropriate disposal area can be located. Potential disposal areas onsite include spreading over surrounding upland areas and/or placement within existing ditches to enhance movement of water through the site. Offsite disposal may consist of donation or sale of the soils as fill for other construction projects occurring in the area.

In addition to berm construction, a water control structure will be installed at a determined outlet to allow for management of water levels. It is anticipated that the water level at the outlet of the water control structure will be maintained at 0.75 feet above the existing ground elevation, however the water control structure used will allow for increasing the water elevation at 3 inch increments. The saturated areas were determined based on contiguous areas to the inundated areas which have an elevation less than or equal to 0.5 feet above the proposed water elevation.

Following grading of the enhancement/creation areas to create berms and obtain desired elevations, hydric soils that contain hydrophytic plant species seed stock and roots will be imported from wetlands impacted at IAH. The soil imported from IAH will be spread over the proposed wetland areas approximately 1-2 inches in thickness. The soils excavated from IAH contain target species such as squarestem spikerush (Eleocharis quadrangulata), buttonweed (Diodia virginiana), Arrowhead (Sagittaria spp.), Swamp smartweed (Polygonum hydropiperoides), false fiddleleaf (Hydrolea ovata), seedbox (Ludwigia linearis), maiden cane (Panicum hemitomon), saltmarsh aster (Aster subulatus), buttonbush (Cephalanthus occidentalis), soft rush (Juncus effusus) among wetland species. These soils provide a seed stock for re-vegetation of the wetlands, hasten the establishment of a functional wetland, and increase the success rate of re-vegetation. Seeds and rhizomes contained within the imported soils would not be dependent upon water immediately upon placement as would transplanted wetland species or seedlings purchased and planted at intervals within the wetland areas.

Wetland hydrology would be maintained by precipitation falling directly on the site and sheetflow draining into the bermed areas from the surrounding uplands. In order for the mitigation goal to be successful, this analysis has been conducted to determine the amount of rainfall and runoff that would be required to create wetland hydrology. Analysis of this wetland mitigation plan was conducted against 50% of the maximum annual daily rainfall event. This calculation was based on a SCS curve runoff model for the type of existing habitat at the Westside property.

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Houston Airport Sys.
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Soil textures at the Westside site are fine sandy loams on the surface, with high silt/clay content, and clay loams to clays in the subsoil. Throughout the site there is a clay lens at approximately 28 - 30 inches below the surface that creates a high water table during the Winter and early spring months. The low permeability of these soils should assure adequate surface ponding and runoff from upland areas. The general topography of the site slopes from the northwest to the southeast. Overflow from impoundments further upslope will aid in feeding downslope impoundments. Excess water form the mitigation site would eventually follow its natural course offsite through drainage ditches that ultimately feed the headwaters of Buffalo Bayou.

Preservation of existing wetlands will be utilized to compensate for some of the impacts at IAH. Wetland areas to be preserved include those outside of bermed areas that will not be enhanced through placement of berms.

By utilizing the above techniques, it is anticipated that a sufficient wetland/upland ratio will be obtained allowing sufficient hydrology to support created/enhanced wetlands. HAS proposes to conduct habitat enhancement of upland buffer areas to include grubbing of woody herbaceous species, Chinese tallow control, and planting of native prairie grasses to decrease invader species from entering the wetland areas during establishment of wetland species and enhance runoff from upland areas. Planting of native prairie grasses would occur by tilling existing upland soils and discing in native grass seed or hay. Approximately 600 acres will be utilized for the proposed wetland mitigation project, to include upland buffer areas.

Additionally, HAS will evaluate the installation of water wells as a contingency measure for the success of the wetland mitigation project. Water wells can be placed at strategic locations to provide the ability to pump water to created wetlands. Existing drainage improvements on the site would be restored to direct water to the appropriate locations. This technique would be used a last resort to help propagate wetland species. This would not be conducted on a continual basis, but only as need to help initialize wetland development or supplement nature during periods of sever drought.

MITIGATION MONITORING/MAINTENANCE PLAN

- The newly created/enhanced wetlands will be planted using seed stock excavated from IAH which contain species as discussed previously.
- If after one year from soil importation the site does not have at least 50% plant coverage of the target wetland species, areas not having 50% coverage shall be replanted using commercially available wetland species such as softstem. rush, pickerel weed, arrowhead, soft rush, and spider lily. These species will be planted at a rate of 550 plants per acre.
- If after two years following initial soil importation the site does not have at least 70% plant coverage of the target species, areas not having 70% coverage shall be replanted following specifications as discussed above.

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Filed 9-22

- Percent plant coverage shall be monitored within the mitigation area at regular intervals. A progress report, including photo-documentation will be submitted to the USACE at 2 months, 6 months, 1 year, 2 year, and 3 year intervals following the initial soil importation effort.
- Maintenance activities anticipated at the mitigation site include, but are not limited to, mowing of upland and wetland areas (during dry periods) to control invasive species, water control structure inspection and maintenance, fertilization of upland areas, erosion control, and overall land use management

SUCCESS CRITERIA

The mitigation area will be monitored semi-annually for three years by Houston Airport System. A yearly monitoring report will be sent to the USACE to document the progress of the mitigation site. Final success criteria will include observations of percent vegetation coverage, target native plant species diversity and composition, evidence of natural reproduction, cover or dominance of target wetland species, and successful creation of hydrologic regimes to ensure mitigation success by natural means.

At the end of the third-year, the mitigation site will be judged successful if the mitigation areas each have 70% coverage by the target species. If this is not achieved, the areas not meeting the success criteria will be replanted using commercial species as specified above. Following achievement of the success criteria, an as-built drawing will be submitted to the USACE along with the final report.

At the end of the monitoring period, long-term management of the Westside mitigation area will turned over to a conservation organization, such as the Katy Prairie Conservancy (KPC). The Houston Airport System will make a one time monetary contribution to a stewardship fund of the organization. This contribution will be dedicated to the long-term management of the mitigation area in perpetuity.

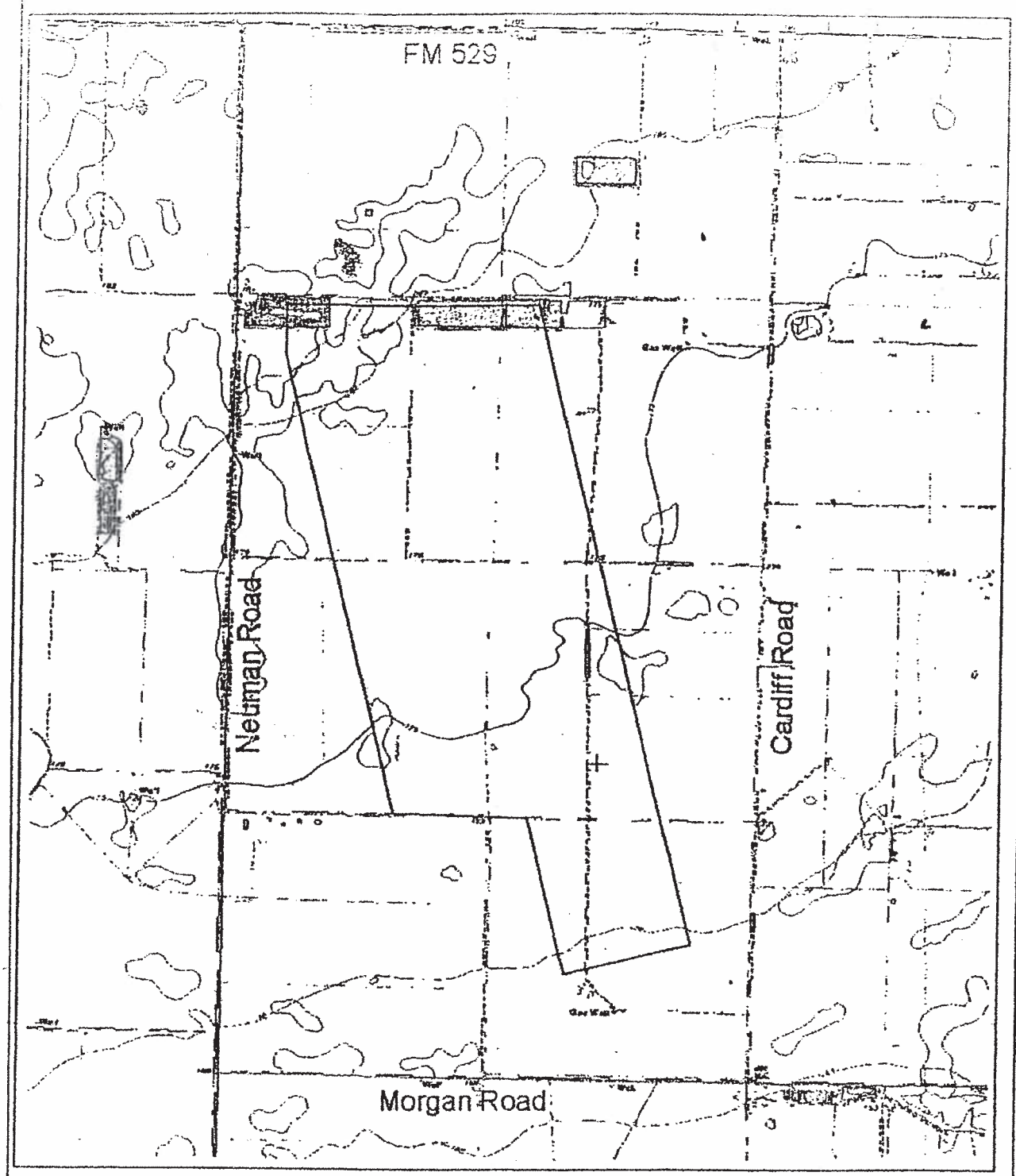
Final engineering design of the proposed Westside property mitigation plan will include:

- Schedules and procedures for excavation and stockpiling of hydrophytic plant seed stock from the IAH property. Seed stock will either be stockpiled on site at the mitigation location (within upland areas) or outside development activities at IAH. Final location of stockpiling will be determined based on seed stock condition and weather conditions.
- Schedules and procedures for mitigation site preparation to include equipment to be used, site access control, exotic vegetation control, soil disposal methods, as appropriate.

Final engineering design will take place following approval of the proposed mitigation plan.

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21948(Rev.)



Legend

Airport Property Boundary

Wetlands From NWI Map

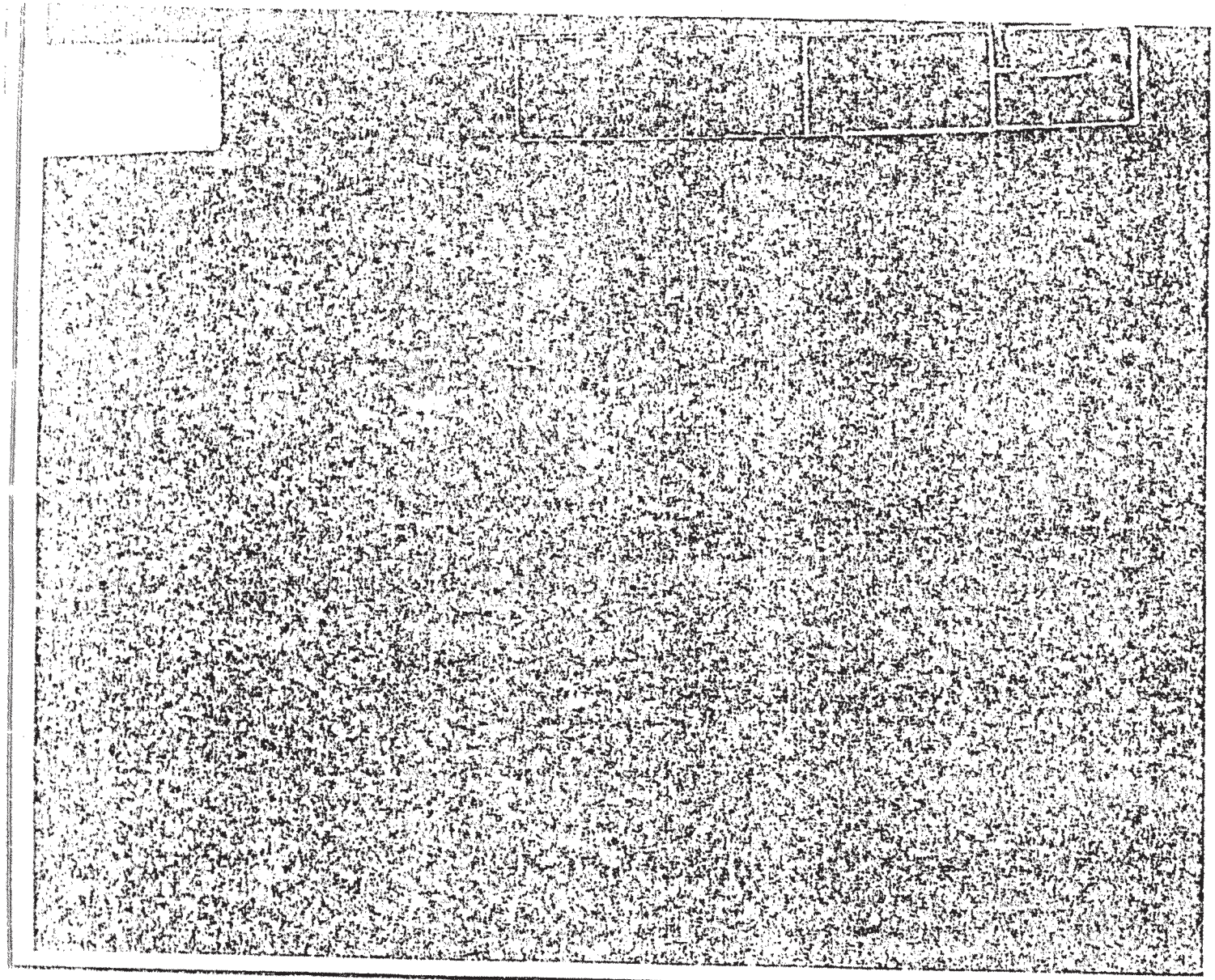
Sources : Brookshire USGS Quad
National Wetlands Inventory Map (NWI)

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Houston, Texas

Vicinity Map: Westside Airport Property



Legend

Existing Wetlands

Management Units

Land Elevation (feet)

190

170

0 300 600 900 1200 1500 Feet

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Houston, Harris County, Texas

Figure 3 Existing Wetlands

DATE: 8-11-2000

PROJECT MANAGER: B. FAIRCHILD

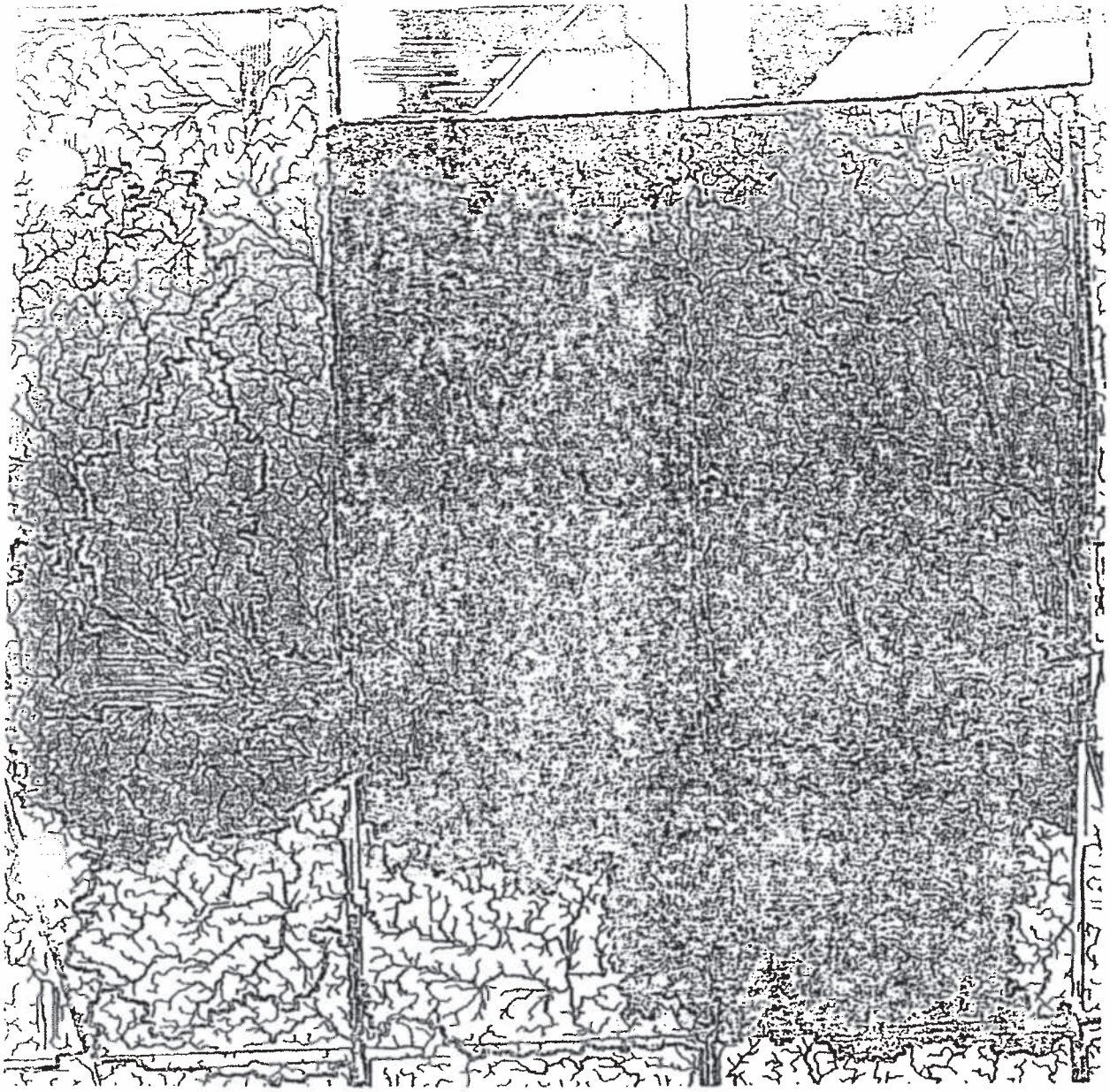
APPROVED BY: B. FAIRCHILD

GENERATED BY: JENNIFER PIGEON

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500 0 500 1000 Feet

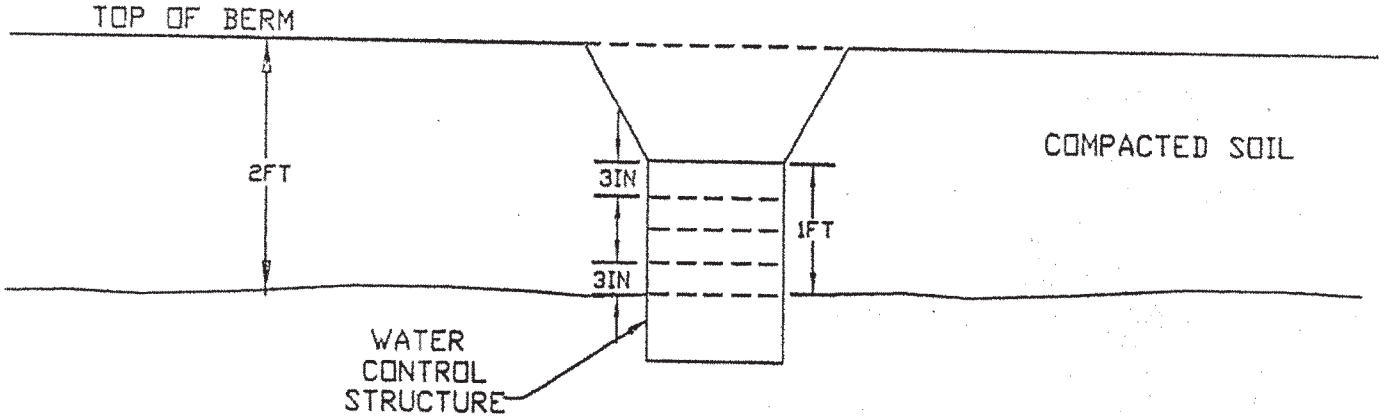
Figure 5

Westside Watershed Locations

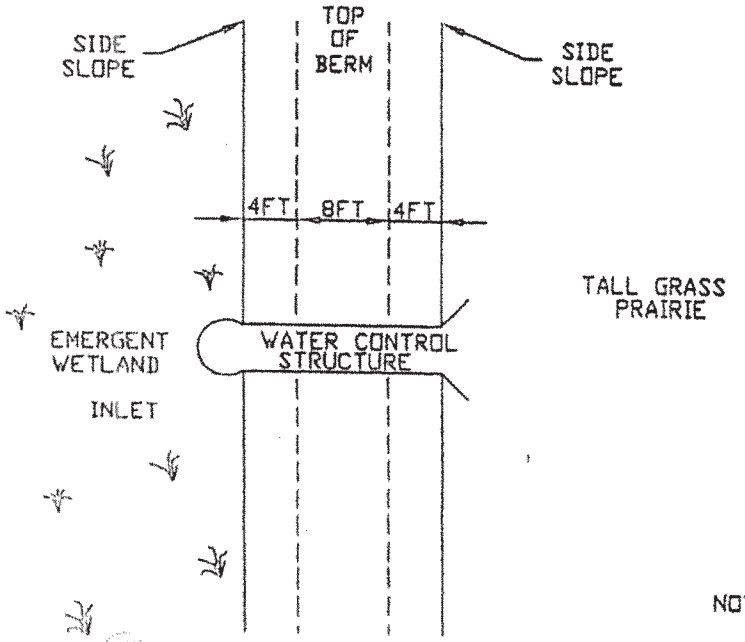
PERMITTED PLANS

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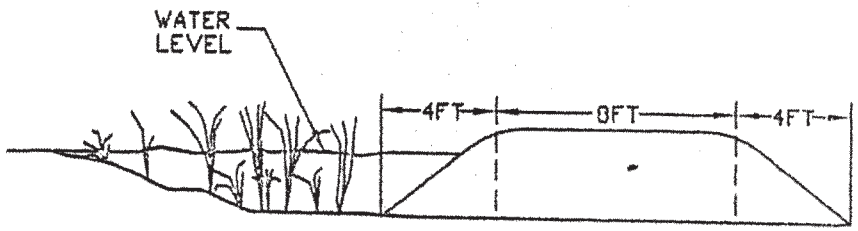
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PROFILE VIEW OF BERM CONSTRUCTION



PLAN VIEW OF BERM



CROSS SECTION OF BERM

NOTE: AS BUILT PLAN WILL BE SUBMITTED WITH THE FINAL REPORT.

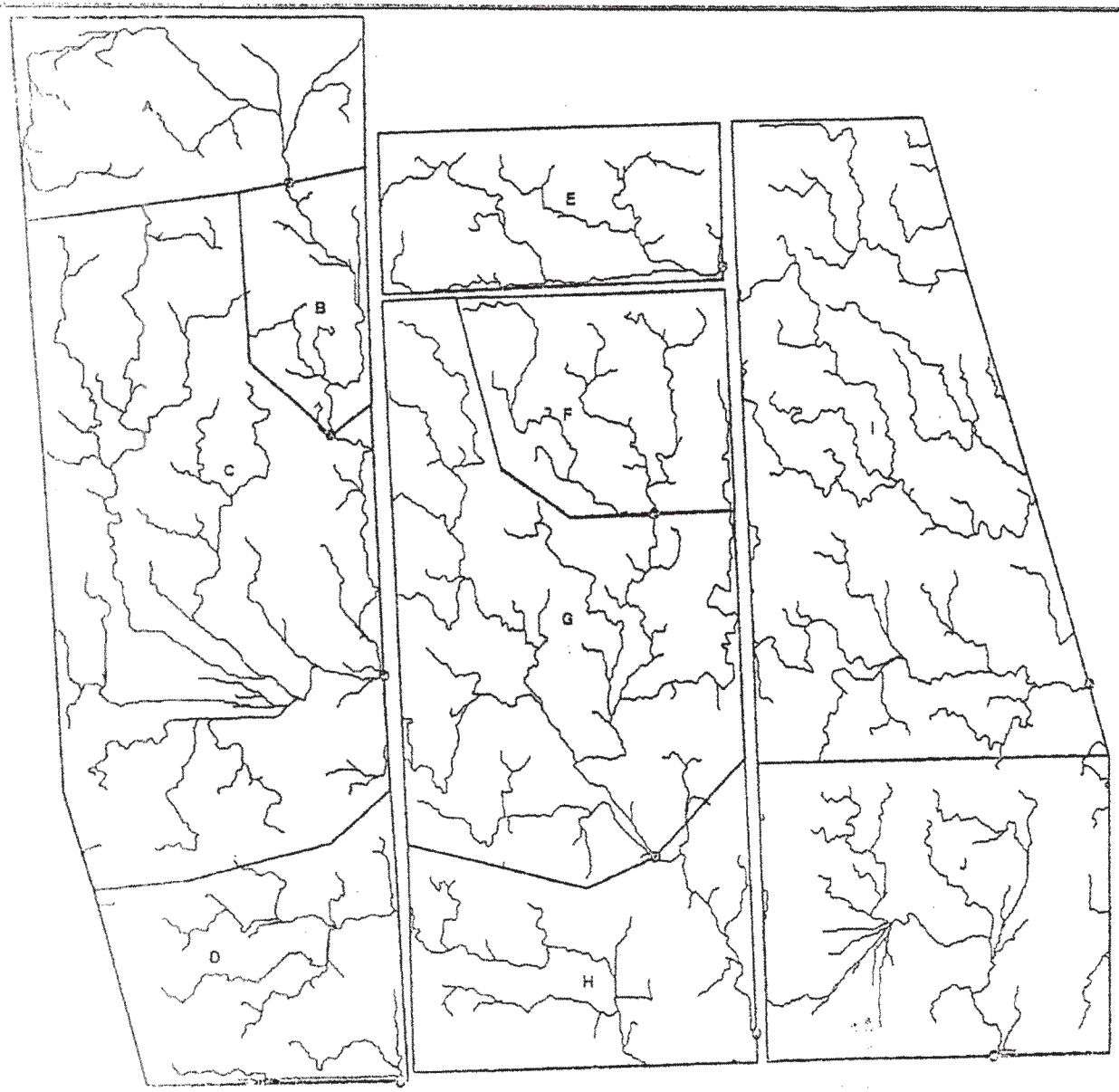
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Ecology and Environment, Inc. 4801 Woodway, Suite 280W Houston, Texas 77056		HOUSTON AIRPORT SYSTEM WESTSIDE MITIGATION PLAN
DESIGNED BY: B.K.F.		BERM CONSTRUCTIO
CHECKED BY: B.K.F.		
DRAWN BY: J.L.	SCALE: N.T.S.	DATE: AUGUST FIGURE: 6

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Legend

- Outlet Locations
- Berm Locations
- Primary Flow Paths
- Management Units

0 300 600 900 1200 1500 Feet

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Houston, Harris County, Texas

Figure 7 Berm and Outlet Locations

DATE: 6-11-2003

PROJECT MANAGER: B. FAIRCHILD

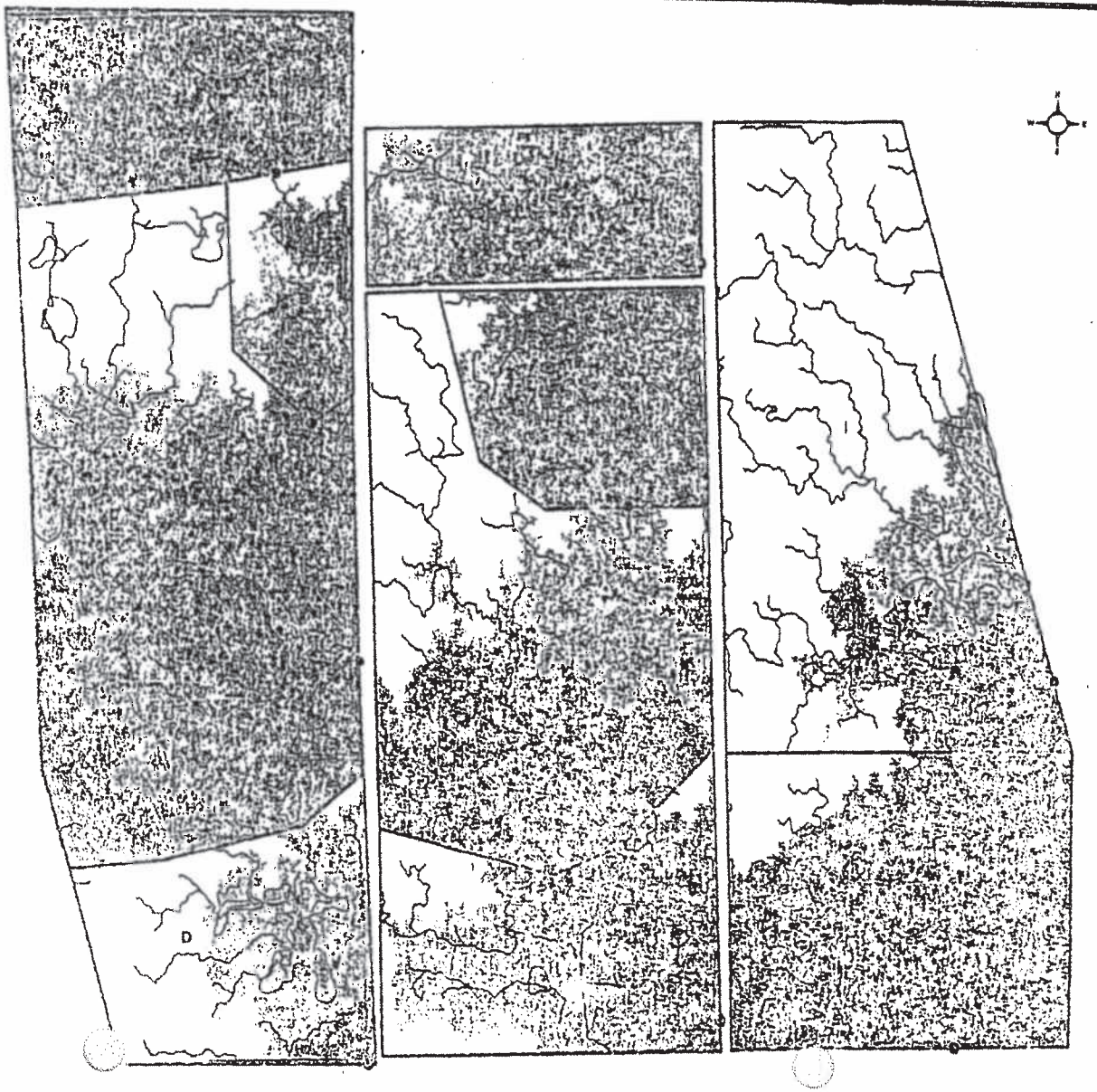
APPROVED BY: B. FAIRCHILD

GENERATED BY: JENNIFER PIGEON

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Legend

- Largest Existing Contiguous Sinks (<0)
- Largest New Contiguous Sinks (0-0.75)
- Largest New Contiguous (0.76-1.25) Saturated Areas
- Outlet Locations
- Berm Locations
- Primary Flow Paths
- Existing Wetlands
- Management Units

Note: Existing contiguous sinks determined by ground surface elevation at outlet.

0 300 600 900 1200 1500 Feet

Acreage

	Existing Wetlands	Existing Sinks	New Sinks	Saturated Areas	Management Areas
A	6.22	7.94	23.73	1.41	33.70
B	0.00	1.80	1.80	6.80	15.40
C	17.76	11.90	47.85	29.11	104.44
D	3.28	0.80	1.53	12.21	34.01
E	0.00	0.75	14.28	11.94	30.00
F	2.28	0.53	15.12	11.38	30.12
G	9.00	2.19	32.85	13.82	78.64
H	0.81	0.85	3.79	23.29	41.20
I	6.65	0.83	8.40	15.57	68.35
J	7.28	5.29	36.39	8.77	56.78

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Figure 8 Wetland Enhancement and Creation

DATE: 8-11-2000

PROJECT MANAGER: B. FAIRCHILD

APPROVED BY: B. FAIRCHILD

GENERATED BY: JENNIFER PIGEON

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Legend

- Largest Existing Contiguous Sinks (≤0)
- Largest New Contiguous Sinks (0-0.75)
- Primary Flow Paths
- Management Units

	Existing Sinks		New Sinks		Management Areas
	Area (sq. ft.)	Volume (cu. ft.)	Area (sq. ft.)	Volume (cu. ft.)	Area (sq. ft.)
A	345375	138699.85	1379050	606704.20	1406142
B	69425	13211.70	147925	64057.05	874703
C	817700	151997.41	2693250	1361755.27	4549382
D	34750	7977.57	101275	40262.49	1507730
E	32725	5870.13	653975	226613.00	1307114
F	23225	6264.10	661625	269057.91	1311982
G	95525	22341.41	1513200	756238.23	3336991
H	36875	10825.38	201750	82796.33	1794652
I	36150	8708.15	402225	252881.90	4327660
J	230100	78668.06	1902575	1114130.86	2560697

0 300 600 900 1200 1500 Feet

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Houston, Harris County, Texas

Figure 10 Watershed Management Areas

DATE: 8-11-2000

PROJECT MANAGER: B. FAIRCHILD

APPROVED BY: B. FAIRCHILD

GENERATED BY: JENNIFER PIGEON

Item 32.

BAHR WOODS MITIGATION AREA PERMITTED PLANS

BACKGROUND

The Bahr Woods Mitigation Area is located in Montgomery County, Texas and is bounded on the east by the West Fork of the San Jacinto River and on the west by Woodsons Gully. The site is located approximately two miles north of IAH and consists of a 6,600-acre tract of undeveloped land. Mr. Charles A Bahr proposes to develop a mitigation area to service mitigation projects in Montgomery County and northern Harris County, Texas.

Through analysis of aerial photographs and following a site visit, this site consists of primarily high quality, forested habitat. NWI mapping indicates that large areas of forested wetlands, emergent wetlands, forested uplands, and some open water habitats exist on the property. Many of the wetland and open water areas are associated with historical channel courses of the San Jacinto River, Woodsons Gully, and Spring Creek. Soil mapping shows many large areas of hydric soils present on the site. The topography of the site consists of many depressional steps sloping down towards the San Jacinto River and Cypress Creek.

The owners/representatives of the 6,600 acre parcel have plans to develop wetland mitigation projects at the site, within the 100-year floodplain and floodways of Spring Creek and the San Jacinto River, to meet the needs of large wetland mitigation efforts in the Houston Area. The location and quality of habitat on the property would provide the opportunity for off-site/in-kind mitigation of IAH wetland impacts. The existing vegetative, hydrologic, and hydric soil conditions are be conducive to the enhancement and preservation of existing wetlands and associated uplands and the creation of new wetlands within the expansive 100-year floodplain.

MITIGATION PLAN

HAS proposes to mitigate for the palustrine forested wetland and palustrine shrub/scrub wetland impacts, proposed as part of the IAH development activities, at this mitigation location. Included as Appendix E is the final mitigation plan for development of the mitigation site. The proposed mitigation project consists of approximately 915 acres of wetland and upland areas. The tract includes the enhancement of existing wetlands, creation of new wetlands, and preservation of high quality wetlands and associated upland habitat. No wetland impacts are anticipated as part of the mitigation proposal.

HAS proposes to provide the following as mitigation for forested and shrub/scrub wetland impacts:

- Wetland creation 20.7 acres
- Wetland restoration 44.2 acres
- Wetland enhancement 47.1 acres
- Wetland preservation 60.3 acres
- Upland buffer preservation 743.4 acres

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Based on the proposed ratios for each category, the wetland creation, restoration, enhancement, and preservation will give a total mitigation credit of 60.21 acres. This total does not include credits for upland buffers.

Prior to submittal and as part of the final engineering design mitigation plan, the following activities will occur at the Bahr Woods Mitigation Area:

- Field verification by the USACE of existing wetlands;
- Design of grading plans and construction drawings;
- Creation of a non-profit corporation for management of the mitigation area; and
- Placement of a conservation easement on the proposed mitigation area.

Following implementation of the proposed Bahr Woods Mitigation Area, an as-built drawing will be submitted to the USACE along with a report following successful development of the mitigation site.

INTRODUCTION

The City of Houston/Houston Airport System proposes to mitigate unavoidable wetland impacts from the proposed expansion of George Bush Intercontinental Airport by purchasing mitigation credits in the Bahr Woods Mitigation Area located in Montgomery County, Texas. The mitigation area is bounded on the east by the West Fork San Jacinto River and on the west by Woodsons Gully.

Land use practices on the proposed mitigation area include pine timbering, limited cattle grazing, and deer hunting leases. No hardwoods have been harvested from the property. Pine harvesting has been selective with no more than ½ of the pine being taken at any given harvest. The area has been altered by logging activities in the past and several vegetation communities currently exist. A description of the current condition of the proposed mitigation area follows.

The proposed mitigation plan calls for restoration of wetland hydrology to previously drained areas, enlargement of existing wetlands, creation of new wetlands, and preservation of existing high quality habitat. The mitigation area will consist of forested wetlands, forested uplands, and wetland prairie. This document presents a plan for the development and implementation of the mitigation in the Bahr Woods Mitigation Area.

EXISTING CONDITIONS

Methods

Background information was collected for the property from the following resources: United States Geological Survey (USGS) DOQQ color infrared photography (1995); aerial photography (April, 1999), USGS 7.5 minute quadrangle, Maedan, Texas; U.S. Fish and Wildlife Service's (USFWS) National Wetland Inventory (NWI) maps; and the Natural Resource Conservation

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Service (NRCS) Soil Survey for Montgomery County, Texas (1972). The methodology used for the survey follows the 1987 Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1) (Environmental Laboratory, 1987) for routine large areas. However, this report is not a delineation of jurisdictional wetlands. Four transects were investigated approximately 800 feet apart and approximately 6,200 feet in length. Plant community types were investigated and delineated along each transect. The Trimble GeoExplorer 11 Global Positioning System (GPS) was used to take a point at each community type transition along transect lines. Wetland areas found on the NWI maps were verified along transects and any additional areas were noted.

Dominant trees, shrub-scrub, and herbaceous species, canopy cover, soils, and wetland characteristics were investigated for each vegetation community type encountered. Four canopy classes have been defined to describe these areas: open - 0-20%, sparse - 21-35% , medium - 36-50%, dense - 51-70%, and closed - 71 - 100%. The vegetation community types were mapped using a geographic information system (GIS).

RESULTS

Soils

According to the NRCS Soil Survey for Montgomery County, Texas (1972), the soil association found on the study area is the Albany-Tuckerman association. This association is found on broad stream terraces, poorly drained flats, and poorly drained, sandy ridges. This association covers about 7 percent of the county and is used primarily for pine timber.

Soils found in the project area include Albany fine sand; Chipley fine sand; Crevasse sand; Crowley fine sandy loam; Fuquay loamy fine sand terrace; Garner clay; Tuckerman loam, heavy substratum; and Tuscumbia clay, frequently flooded. According to the Montgomery County, Texas, Hydric Soils List, three of these soils are hydric or contain hydric inclusions. Tuckerman loam, heavy substratum and Tuscumbia clay frequently flooded are both hydric soils. Crowley fine sandy loam has hydric inclusions in depressional areas. Soil types will be verified when detailed wetland delineations are performed in support of specific permit applications proposing to use the mitigation area.

Hydrology

The hydrology of the mitigation area is dominated by the West Fork San Jacinto River and Woodsons Gully. Approximately 355.2 acres of the mitigation area is within the 100 year flood plain for the West Fork San Jacinto River. Approximately 117.7 acres of the mitigation area is within the floodway of the West Fork San Jacinto River and Woodsons Gully. The project site is fairly flat with drainage on the site being generally from the northwest to the southeast. Much of the wetland hydrology has been altered as a result of silviculture activities.

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Vegetation Communities

A total of nine (9) vegetation communities were identified within the proposed mitigation area. These include Pine-Hardwood Forest, Palustrine Forested Wetland, Cypress Dominated Wetland, Palustrine Emergent Wetland, Palustrine Scrub-Shrub Wetland, Pine-Oak Palmetto Flat, Hardwood Yaupon Thicket, Yaupon-Palmetto Thicket, and Transition area at the river. Plant identification was aided by taxonomic keys (Correll and Johnson, 1979; Godfrey and Wooten, 1979; Gould, 1975; Harlow and Harrar, 1968).

Pine-Hardwood Forest (PHF) (290.70 acres)

The Pine-Hardwood Forest is an upland highly disturbed due to logging activities. The canopy cover ranges from open to medium with dominant species consisting of loblolly pine and various hardwood species. The understory varies according to the amount of logging activity in the area. Areas with an open canopy frequently have an herbaceous understory. Areas with a sparse canopy cover generally have a mixture of predominantly scrub/shrub understory with little herbaceous species. Those areas with a canopy cover ranging from sparse to medium normally have only a scrub/shrub understory composed of one or two species. Approximately 10% of this area consists of wetlands created from logging activities and road building.

Dominant tree species include loblolly pine (Pinus taeda), southern red oak (Quercus falcata), water oak (Q. nigra), willow oak (Q. phellos), and sweetgum. (Liquidambar styraciflua). Shrubs in the area include yaupon holly (Ilex vomitoria), possum-haw holly (I. decidua), American hornbeam (Carpinus caroliniana), parsley hawthorn (Crataegus marshallii), Chinese tallow saplings (Sapium sebiferum), and dwarf palmetto (Sabal minor). The herbaceous understory consists of camphorweed (Pluchea camphorata), beaked rush (Rhynchospora sp.), Carex sp., Juncus sp., yankee weed (Eupatorium capillifolium), mist-flower (Eupatorium coelestinum), Lamiaceae, muscadine grape (Vitis rotundifolia), and sarsaparilla vine (Brunnichia ovata).

Deciduous Forested Bottomland (DFB) (75.85 acres)

The Palustrine Forested Wetland is associated with broad-leaved deciduous trees with a canopy cover which is medium to closed with dominant species consisting of hardwoods. The understory varies from little or no herbaceous cover to heavy vine/shrub understory.

Dominant tree species include red maple (Acer rubrum), red bay (Persea borbonia), willow oak, water oak, sweetgum, and American hornbeam. Shrubs in the area include possum-haw holly, yaupon holly, American beauty-berry (Callicarpa americana), Chinese tallow tree saplings, and dwarf palmetto (Sabal minor). The herbaceous understory is a minor component of this habitat and includes smartweed (Polygonum hydropiperoides), trumpet-creeper (Campsis radicans), American buckwheat vine (Brunnichia ovata), and sarsaparilla vine (Smilax pumila).

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Cypress Dominated Wetland (CDMD (23.04 acres)

The cypress dominated wetland is associated with broad-leaved deciduous trees with canopy cover that is medium to closed with an herbaceous understory. Dominant tree species include bald cypress (Taxodium distichum), water elm, water oak, sweetgum, and sycamore (Platanus occidentalis). The understory includes bald cypress saplings, yaupon holly, cypress pneumatophores, and herbaceous species including smartweed, alligatorweed, and Indian heliotrope (Heliotropium indicum).

Palustrine Emergent Wetland (PE3D (4.23 acres)

The Palustrine Emergent Wetland has an open canopy and is surrounded by loblolly pine. The dominant shrubs found within the wetland are rattlebush (Sesbania drummondii) and buttonbush (Cephalanthus occidentalis). Herbaceous emergent species are dominant throughout the area and include camphorweed, smartweed, and Juncus sp.

Palustrine Scrub-Shrub Wetland (PSS)D (2.18 acres)

The Palustrine Scrub-Shrub Wetland is associated with broad-leaved deciduous trees with a canopy cover which is approximately 60% with a thick understory of palmetto. Depressional areas found within this area support emergent herbaceous species.

Dominant trees include sweetgum, water oak, winged elm (Ulmus alata), and ash (Fraxinus pennsylvanica). Scrub-shrubs in the area include Chinese tallow tree saplings, dwarf palmetto, buttonbush, and American beauty-berry. Vines in the area include trumpet creeper and various Smilax sp. Depressional areas and bermed areas adjacent to the road support emergent vegetation including alligator weed (Alternanthera philoxeroides), smartweed, lizard's tail (Saururus cernuus), and beaked rushes.

Pine-Oak Palmetto Flat (POPE) (43.97 acres)

The Pine-Oak Palmetto Flat has a closed canopy composed of primarily pine and oak species with an understory composed of dwarf palmetto. Dominant trees include loblolly pine, slippery elm, water oak, willow oak, and sweetgum. This community type is void of herbaceous species, has a well-defined boundary.

Hardwood-Yaupon Thicket (HYT) (22.23 acres)

The Hardwood-Yaupon Thicket has a sparse canopy cover (30%) comprised of large hardwoods with a dense, lower canopy cover of 90% yaupon holly. Dominant trees in this area include Carya sp., southern red oak, and black walnut (Juglans nigra). Herbaceous species and vines include giant cane (Arundinaria gigantea), Smilax sp., and Japanese climbing fern (Lygodium japonicum). Low lying areas within the thicket appear to be wet and contain species such as alligator weed and smartweed.

Yaupon-Palmetto Thicket CUT) (12.9 acres)

This Yaupon-Palmetto Thicket is densely vegetated with 90- 100% canopy cover. The dominant trees include sweetgum and water elm. The understory is very thick with yaupon holly, dwarf palmetto, Smilax sp., and rattan vine (Berchemia scandens). Herbaceous species are scarce with the exception of Lamiaceae.

Transition area at river (TAR) (21.47 acres)

A transitional area occurs at the northeastern boundary of the property parallel to the river. Various grasses, vines, and trees occur in this area with primarily herbaceous cover. The dominant tree is loblolly pine. A number of vines occur such as Smilax and Rubus. Sandbars of the San Jacinto River abut this area.

PROPOSED ENHANCEMENTS

The proposed mitigation area will offer four (4) different mitigation features:

1. Restoration of wetland hydrology to previously drained areas
2. Enlargement of existing wetlands
3. Creation of new wetlands
4. Preservation of existing high quality habitat.

Restoration of Wetland Hydrology

The wetland hydrology in the four wetland vegetation communities has been altered as a result of silviculture activities on the property. Drainage improvements have been made in the past to facilitate tree growth and harvesting. Previously constructed drainage channels will be closed and the historic hydrology of the various wetlands restored. It is estimated that approximately 44.2 acres of drained wetlands can be restored.

Prior to initiation of the restoration activities, all marketable timber will be harvested from the area. No cutting of hardwoods will occur.

Enlargement of Existing Wetlands

Concurrent with the restoration of historic hydrologic patterns, enhancements will be implemented on 47.1 acres which will enlarge the areas which will be ponded and seasonally flooded. This will be accomplished with the strategic placement of berms. Due to the relatively flat nature of the site, the placement of low, wide berms at appropriate locations within the mitigation area will allow water to be ponded over larger areas. Water control structures will be placed in the berms, as necessary, to facilitate "fine tuning" of the enhanced wetlands. A water control structure height of 1.0 feet was assumed in calculating the anticipated areas of inundation.

No active introduction of wetland plant species is proposed in these areas. Once the enhanced wetland hydrology is in place, natural recruitment from the adjoining wetland communities should rapidly occur.

Prior to initiation of the enlargement activities, all marketable timber will be harvested from the area. No cutting of hardwoods will occur.

Creation of New Wetlands

The more heavily timbered and pine-dominated portion of the property lends itself to wetland creation. The intent of the wetland creation (20.7 acres) will be to develop a meaningful wet meadow that will compliment the extensive system of forested uplands and forested wetlands which surround the wetland creation site. The area contains some of the flatter and drier portions of the site. Wetland hydrology will be introduced using low, wide berms placed across the gradient such as those proposed for the enlargement of the existing wetlands.

Initially, all timber will be cleared from the proposed wetland creation site with the exception of hardwoods. Secondly, the stumps will be removed and the site graded to prepare it for planting. Depending upon the contours present after clearing, the site may be contoured to facilitate ponding or seasonal flooding. The earthen berm will be created by pushing up fill from the inside of the berm. This will also create a deeper open water area just inside the berm. The prepared site will then be planted with wetland species typical of other wetland prairies located elsewhere on the Bahr property. Species anticipated for planting include alligator weed, lizard's tail, beaked rush, Carex sp., Juncus sp., Eleocharis sp., maiden-cane (Panicum hemitomon), Cyperus sp, smartweed, broad-leaf arrow-head (Sagittaria latifolia), broad-leaf cattail (Typha latifolia), and Xyris sp.

Preservation of Existing High Quality Habitat

Approximately 743.4 acres of forested non-wetland habitat will be preserved on the remainder of the mitigation area. This habitat serves as a valuable buffer for the wetland habitats within the mitigation area. Included in the forested buffer is the eastern portion of the site which is in the floodway of the West Fork San Jacinto River. The floodway has not been timbered in the past and contains a diverse native habitat. This area is representative of the habitat which most likely existed along the river prior to development of the region. It is proposed that this 743.4 acres of the mitigation area be used for "preservation" credits and that no alterations be made to the existing habitat.

LONG-TERM MANAGEMENT OF THE MITIGATION AREA

Management Entity

A Management Corporation (Corporation) will be formed to develop, operate and manage the mitigation area. It is proposed that the corporation will own the mitigation properties and manage them over time. The intent is for this mitigation area to be the beginning of a much larger mitigation complex.

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The Corporation will have the staff, equipment and resources necessary to implement this mitigation plan and to maintain the property in perpetuity.

Long-Term Protection of the Mitigation Area

Once this mitigation unit is developed and permitted, the Corporation will execute a conservation easement for that unit. The easement will be written so that it can be amended and expanded to include future units as they are added.

Management Plan

The Corporation will develop a specific long-term management plan for the mitigation area prior to the approval of the first mitigation unit. It is anticipated that this management plan will be developed in coordination with the USACE and the resource agencies. At a minimum, the plan will include such features as:

Eradication and Control of Chinese Tallow - While the proposed mitigation site is not infested with Chinese tallow as are other properties in the Harris/Montgomery County region, scattered growths are present. An active program for the eradication and control of Chinese tallow will be incorporated into the management plan.

Fencing of the Site - Cattle grazing will continue on adjacent properties. The mitigation site will be fenced to prevent cattle access to the property unless desired. The fencing will also secure the site from the general public that may try to access the site from the adjoining sites or along the San Jacinto River.

Cattle Grazing - Some level of grazing may still be used as a vegetation management mechanism. While there is no intent to actively graze cattle on the site, the option should be kept in the management plan as a tool to be used if necessary.

Hunting Leases - Deer hunting will continue as a necessary wildlife management tool. However, the leasing program currently in place will be replaced by a more controlled and actively managed program. A program for hunting and controlling the wild hog populations within the mitigation site will also be implemented.

Varmit Control - An active trapping program will be initiated to control beaver and nutria which can cause significant damage if left unchecked. Currently, nutria are not a problem and appear to be present in very small numbers, if at all. However, an increasing beaver population has been observed and immediate action will be necessary to control the population.

Timber Harvesting - Commercial timbering of the mitigation site will cease upon execution of the conservation easement. However, the ability to timber and brush the property will be left in the management plan as a management tool. Any harvesting programs implemented will be based on the experience and success of Mr. Bahr's past harvesting programs and will be submitted to the USACE and resource agencies for review and comment prior to implementation.

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Mineral Management - The Management Corporation will own and protect the surface of the site. However, the mineral interests are held by a separate entity. Pursuant to the Texas Parks & Wildlife "Staff Guidelines for Mineral Recovery Operations on Department Lands", a mineral management plan will be developed to ensure that mineral recovery and associated activities on the mitigation site will be compatible with the intended purposes for which the mitigation site is acquired and managed.

MONITORING AND REPORTING

The following parameters will be used for monitoring created wetlands:

A transplant survival survey of the planted mitigation area must be performed within 60 calendar days following the initial planting effort. If at least 50% survival of transplants is not achieved within 60 calendar days of planting, a second planting effort will be completed within 60 calendar days of completing the initial survival survey. If optimal seasonal requirements for re-planting targeted species is not suitable when replanting would be required, the Corps of Galveston District (Corps) must approve a re-planting schedule.

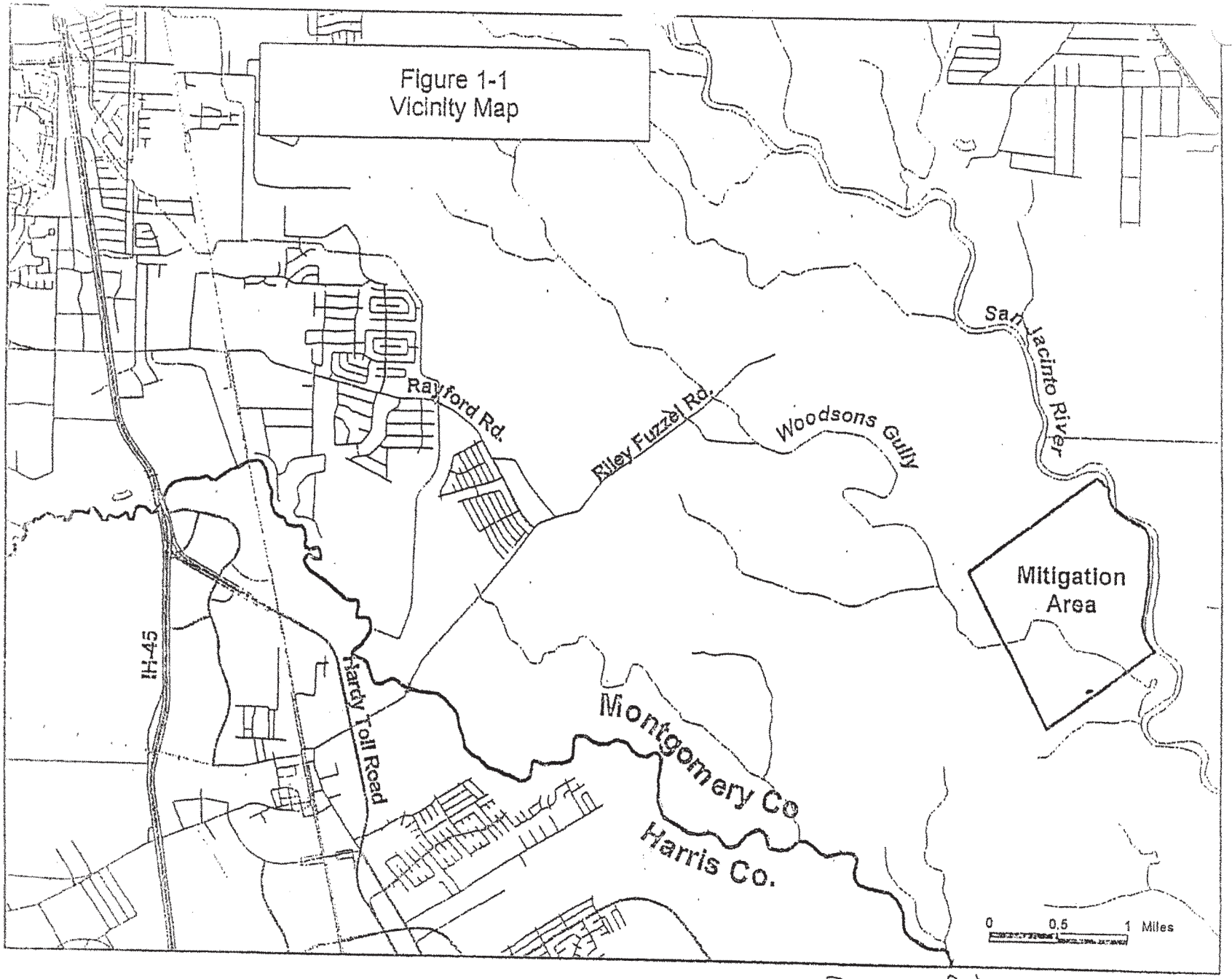
Written reports detailing plant survival must be submitted to the Corps within 30 calendar days of completing the initial survival survey and any subsequent replanting effort.

If after one year from the initial planting effort (or subsequent planting efforts) the site does not have at least 35% aerial coverage of targeted vegetation, those areas that are not vegetated will be replanted using the original planting specifications.

If after three years from the initial planting effort (or subsequent planting efforts) the site does not have at least 70% aerial coverage of targeted vegetation, those areas that are not vegetated will be replanted using the original planting specifications.

In addition to the initial survey report, progress reports will be submitted to the Corps Galveston District at 6 months, 1 year, 2 year, and 3-year intervals following the initial transplanting effort or subsequent replanting efforts. Photos of the mitigation site should be included.

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PERMITTED PLANS

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PERMITTED PLANS

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Houston Airport Sys
Sheet 28 of 32

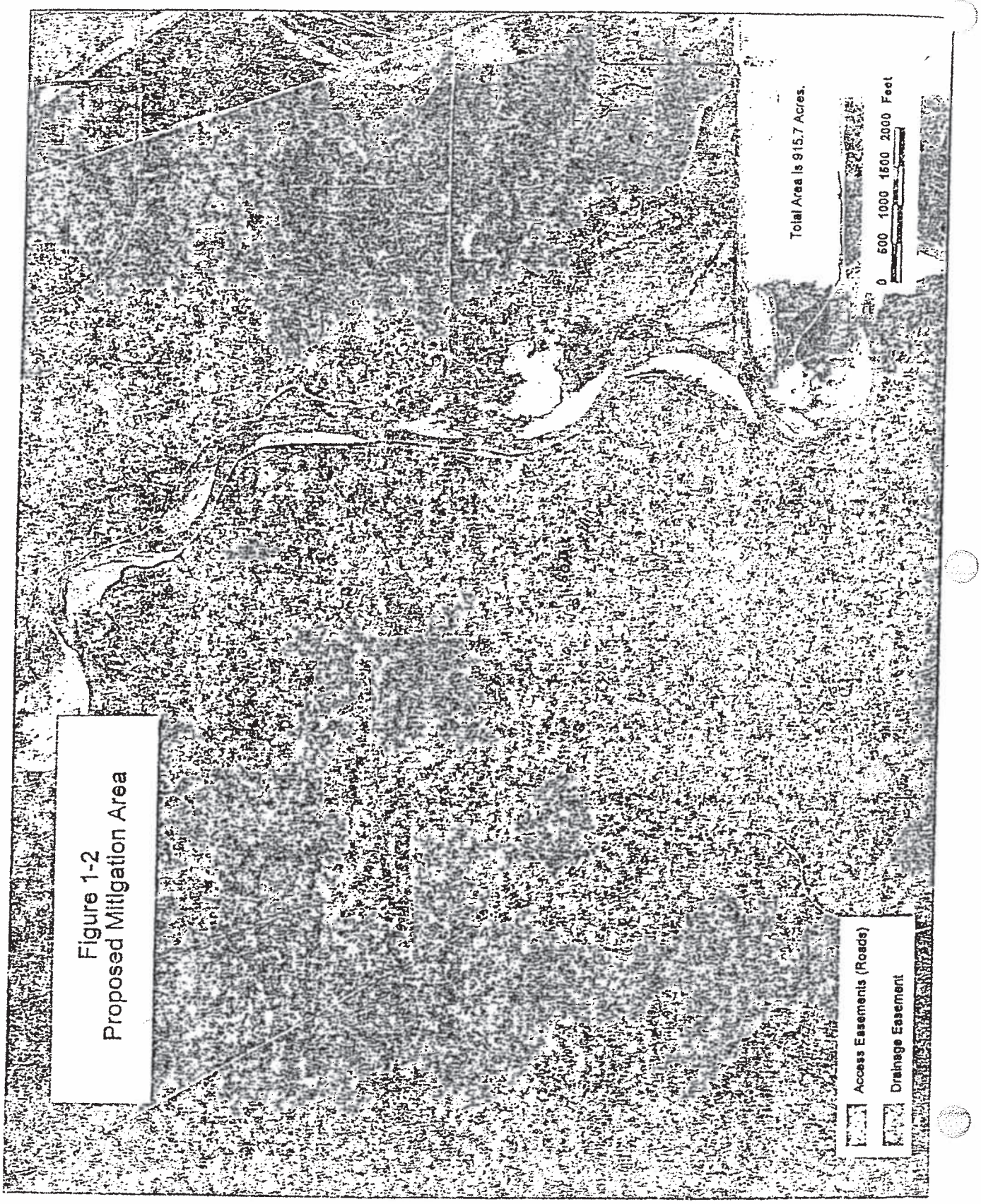


Figure 1-2
Proposed Mitigation Area

PERMITTED PLANS

Dept. of Aviation,
Houston Airport Sys.
Sheet 29 of 32

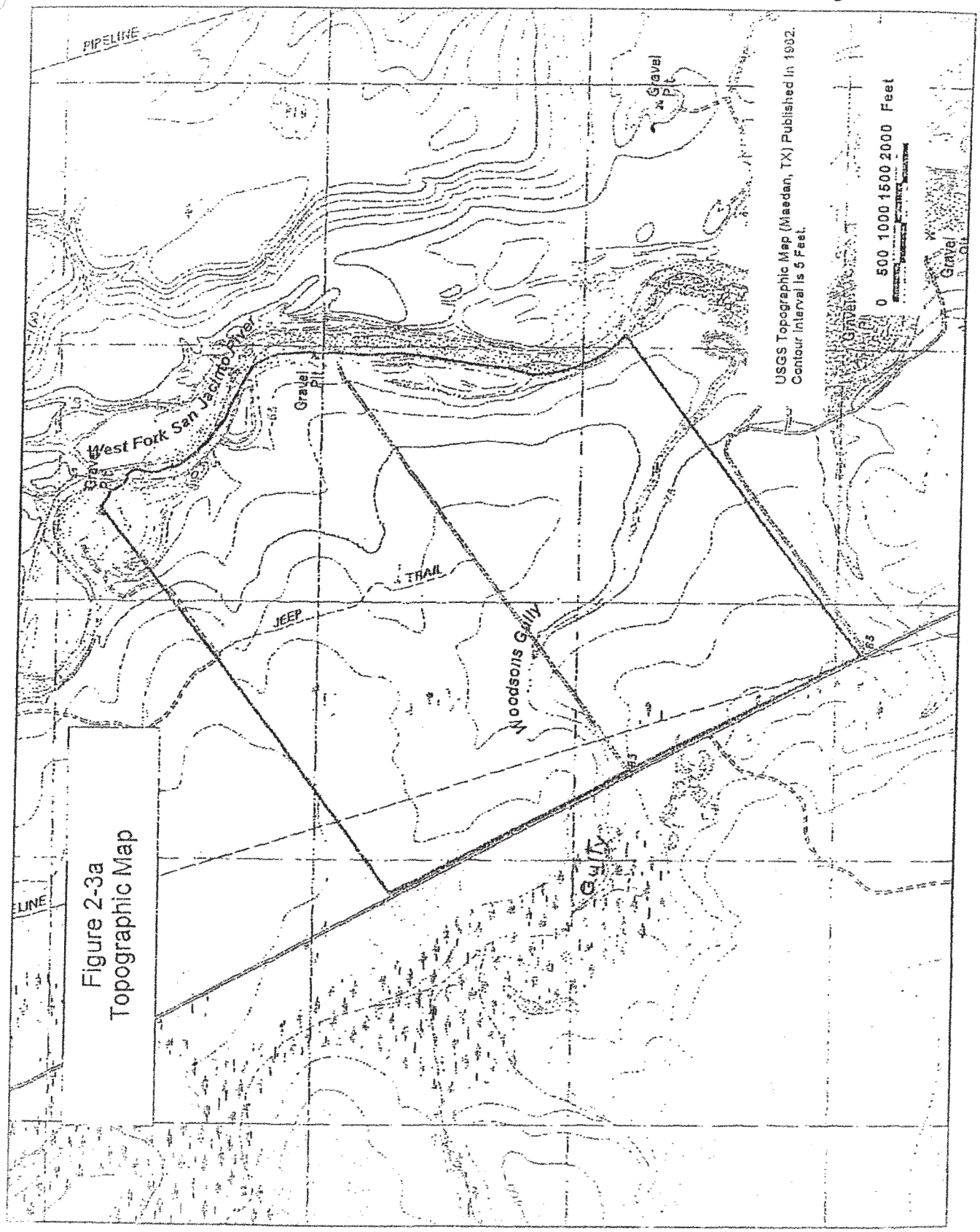
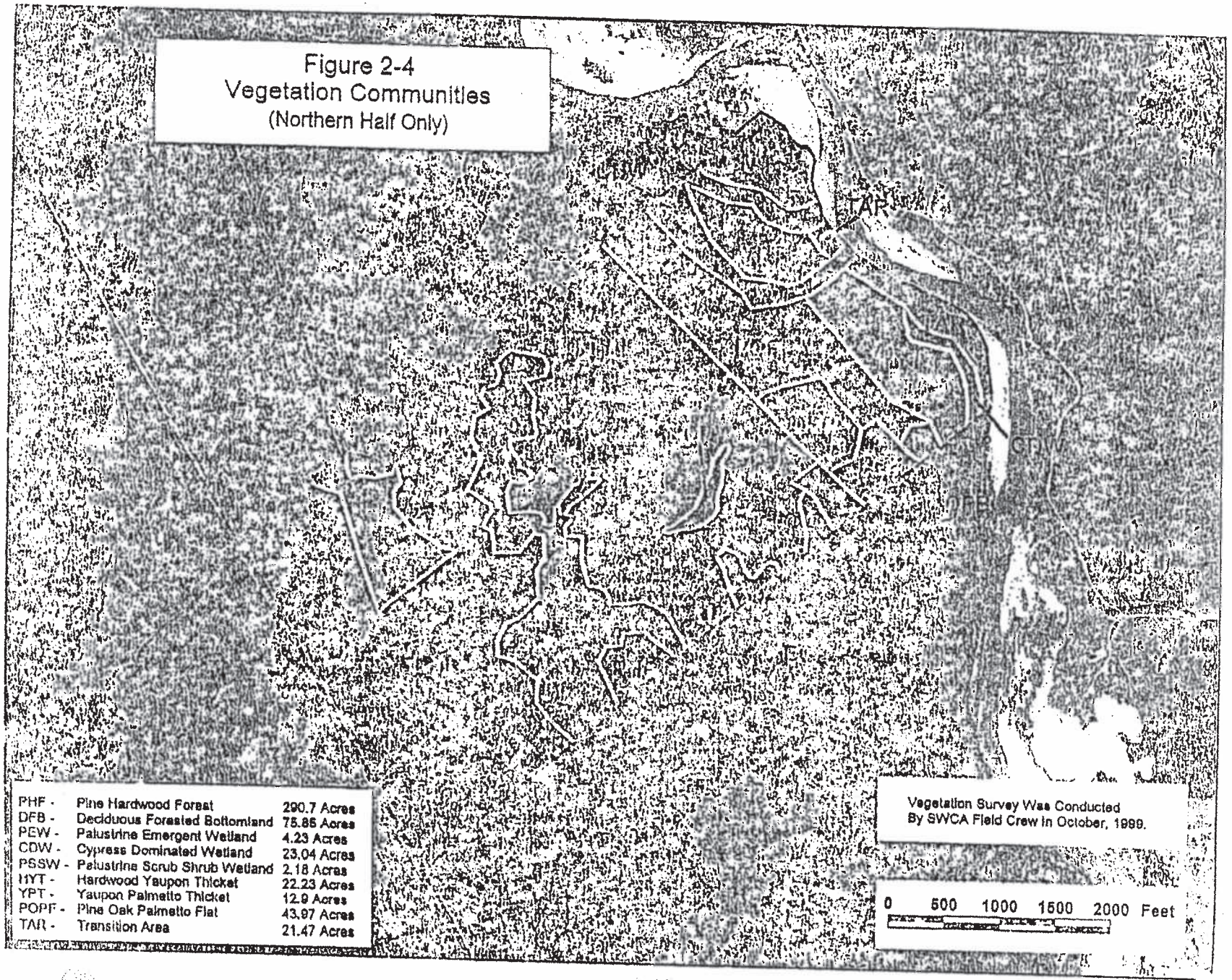


Figure 2-3a
Topographic Map

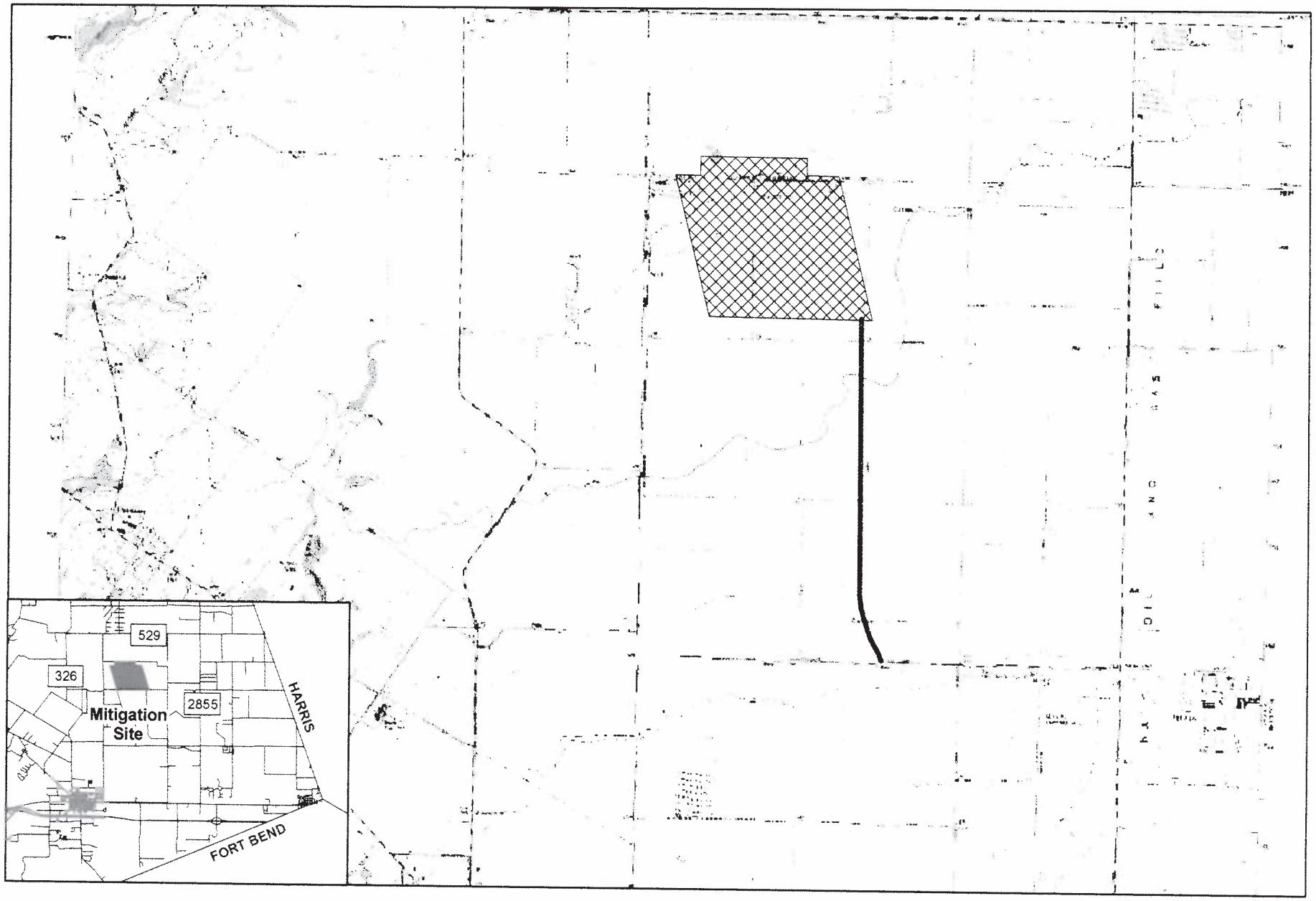


PERMITTED PLANS

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Houston Airport Sys.
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Item 32.

APPENDIX B
Figures



HNTB

Figure 1

Westside Mitigation Site Location Map

Waller County, Texas

Mitigation Site

Access Road

Background: USGS 7.5' Topographic Map (Brookshire Quad)

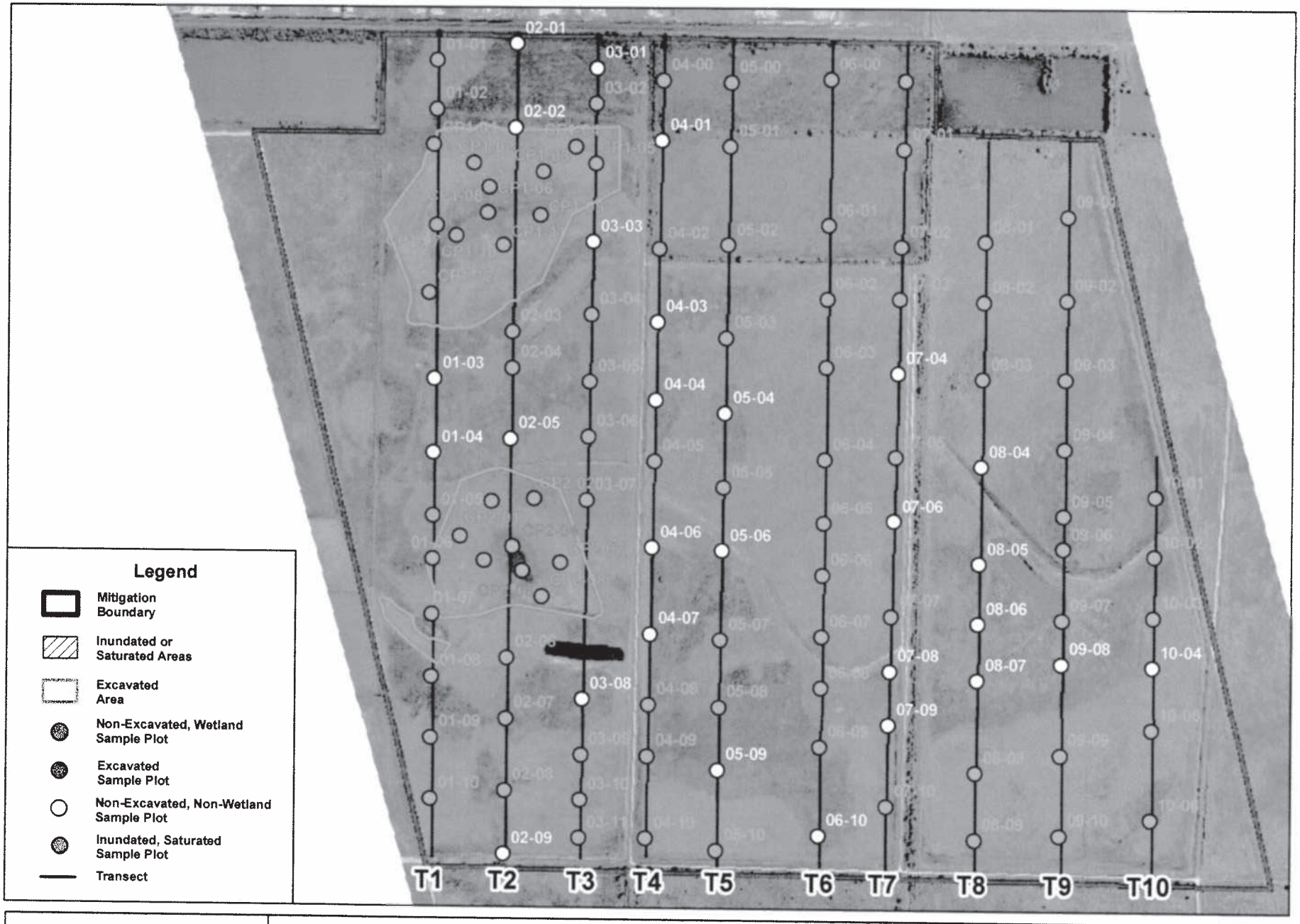
0 1,000 2,000 Feet

Map Produced: December, 2007

Project # 38344

N

Item 32.



HNTB

Figure 2

Westside Mitigation Site
Site Layout Map
Waller County, Texas

Background: Color Infrared Aerial (2007)

0 750 1,500 Feet

N

Map Produced: December, 2007
Project # 38344

Item 32.

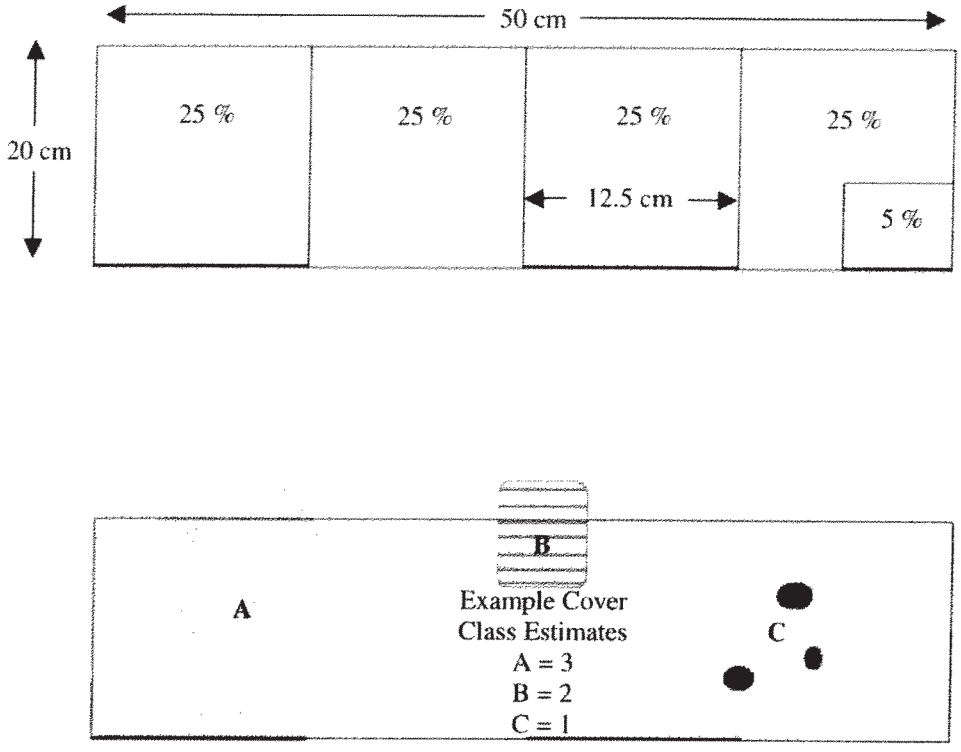
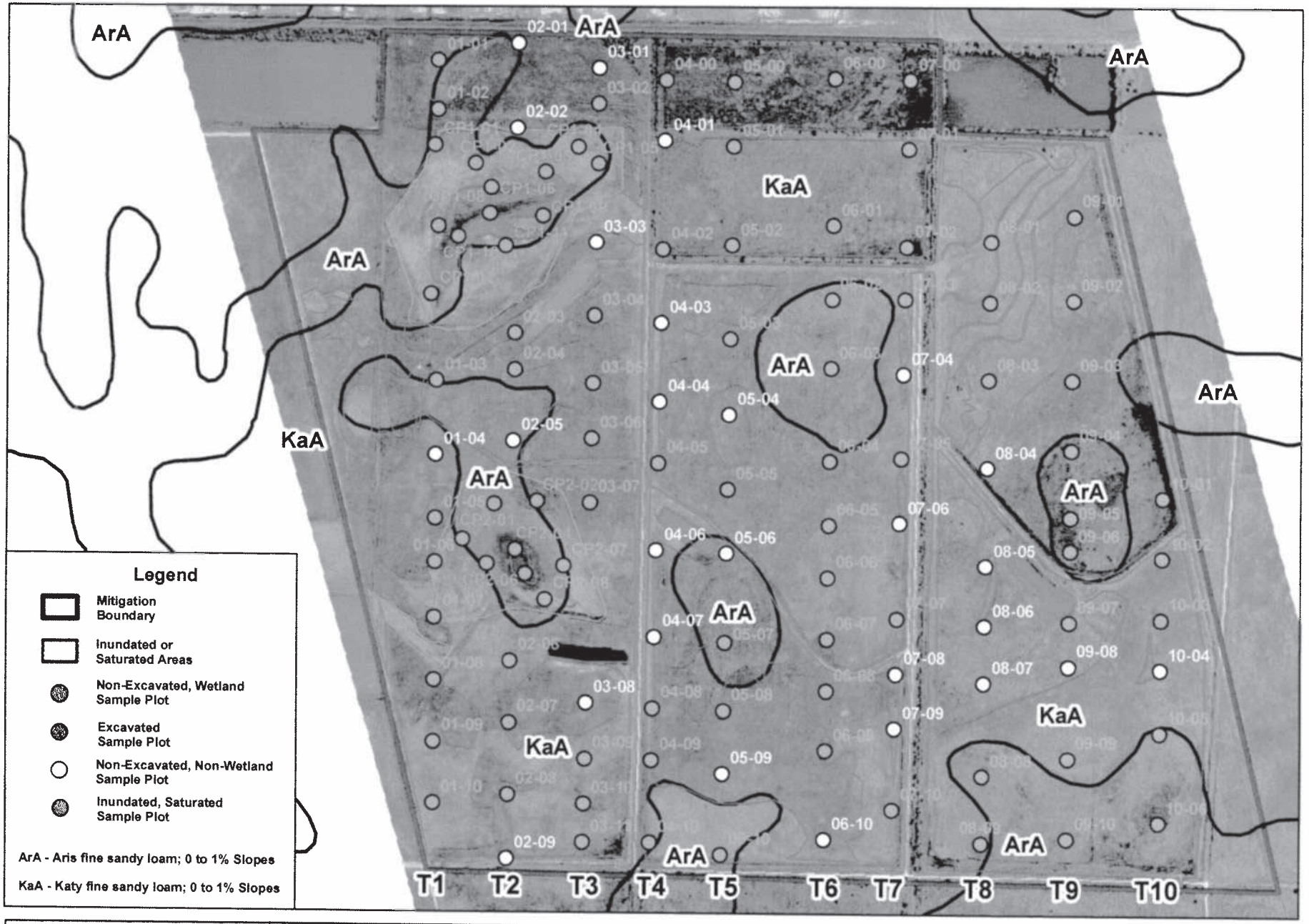


Figure 3. Daubenmire Cover Frame Method (top) and an example of its use (bottom).



HNTB

Figure 4

Westside Mitigation Site
2007 NRCS Soils Map
Waller County, Texas

Background: Color Infrared Aerial (2007)

0 760 1,520 Feet

N

Map Produced: December, 2007
Project # 38344

Item 32.

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1229
GALVESTON, TEXAS 77553-1229

REPLY TO
ATTENTION OF.

April 8, 2002

Evaluation Section

SUBJECT: Permit No. 21948(01)

Kent R. McLemore, Ph.D., AICP
Department of Aviation
Houston Airport System
P.O. Box 60106
Houston, Texas 77205-0106

Dear Dr. McLemore:

Your October 31, 2001, request to amend Department of the Army Permit No. 21948 to revise your previously authorized Bahr Woods mitigation plan is approved pursuant to Section 404 of the Clean Water Act. The revised mitigation plan authorizes the preservation of 915 acres of undeveloped forested property, approximately 119 acres of which are wetlands. No changes to the existing conditions of this area are authorized. The Bahr Woods Mitigation Area is located between the West Fork of the San Jacinto River and Woodson's Gully, approximately 2 miles north of the George Bush Intercontinental Airport, in Montgomery County, Texas.

The original permit, issued on February 9, 2001, authorized the fill of approximately 13 acres of jurisdictional wetlands for the construction of improved facilities within the George Bush Intercontinental Airport. The permit also authorized the performance of mitigation at two locations. The first mitigation site is located on the Westside Airport property between Katy and Brookshire, approximately 35 miles southwest of the project site, in Waller County, Texas. The second mitigation site is the Bahr Woods Mitigation Area.

All work is to be performed in accordance with the enclosed amended plans in 18 sheets and the original permit conditions (with the exception of the revised Bahr Woods mitigation plan), including the permit expiration date of December 31, 2006, which remain in full force and effect. Also, please be advised that the enclosed amended Bahr Woods mitigation plan, Sheet 18 of 18, dated March 28, 2002, will now supercede Sheet 18 of 32 through Sheet 32 of 32 of your previously authorized project plans. Please note the Notification of Administrative Appeal Options regarding this authorization as enclosed. This authorization is based on a preliminary jurisdictional determination.

Please notify the District Engineer, in writing, upon completion of the authorized work. A pre-addressed postcard has been enclosed for your convenience.

FOR THE DISTRICT ENGINEER:

Bruce H. Bennett
Leader, North Evaluation Unit

Enclosures

Copies Furnished:

Eighth Coast Guard District, New Orleans, LA

NOAA/NOS, Coast & Geodetic Survey, Silver Spring, MD

U.S. Fish and Wildlife Service, Houston, TX

Texas General Land Office, Austin, TX

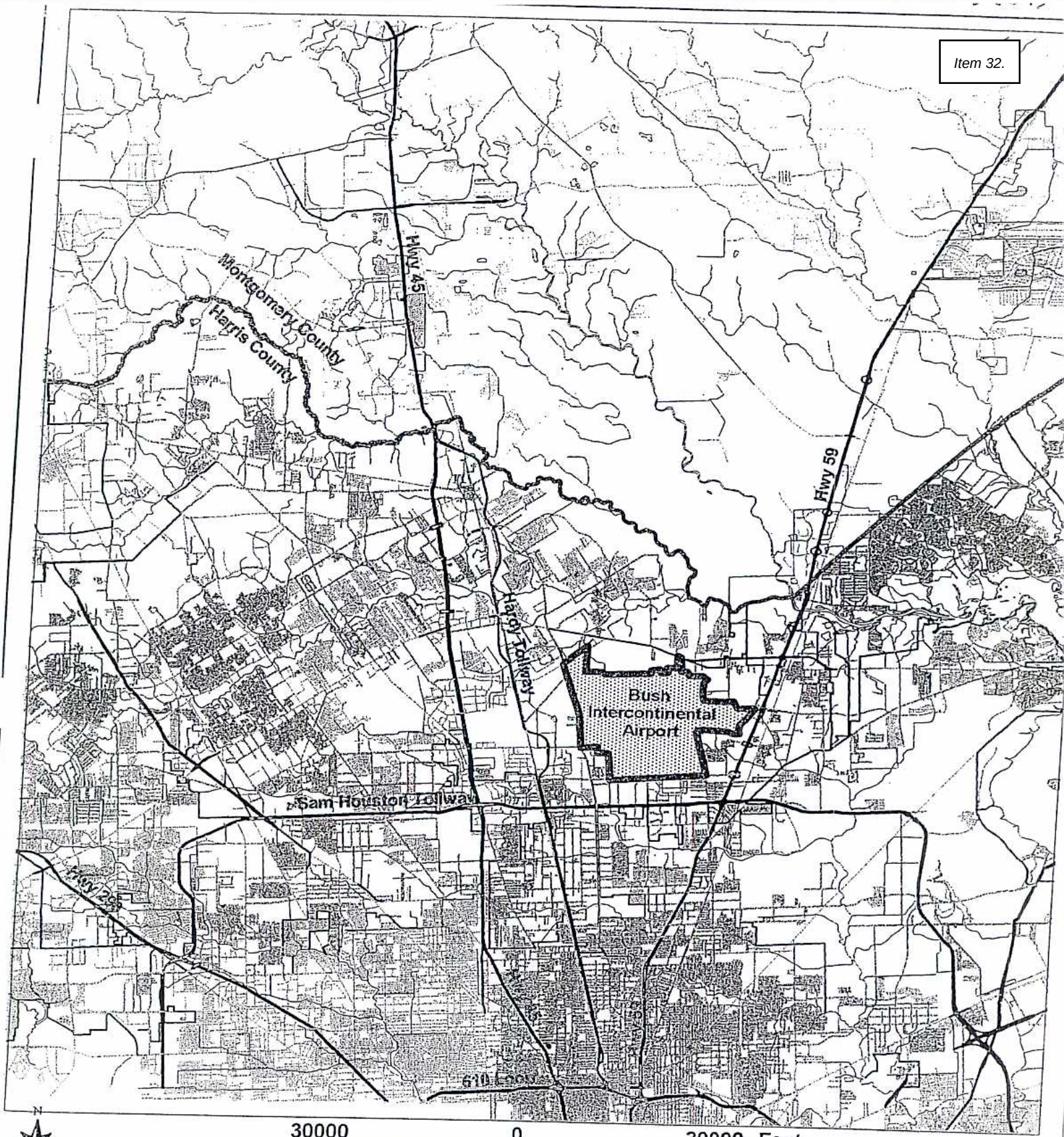
Texas General Land Office, La Porte, TX

Northern Area Office, Galveston, TX

Figure 1 | September 1999 | Draft

Dept. of Aviation

Vicinity Map

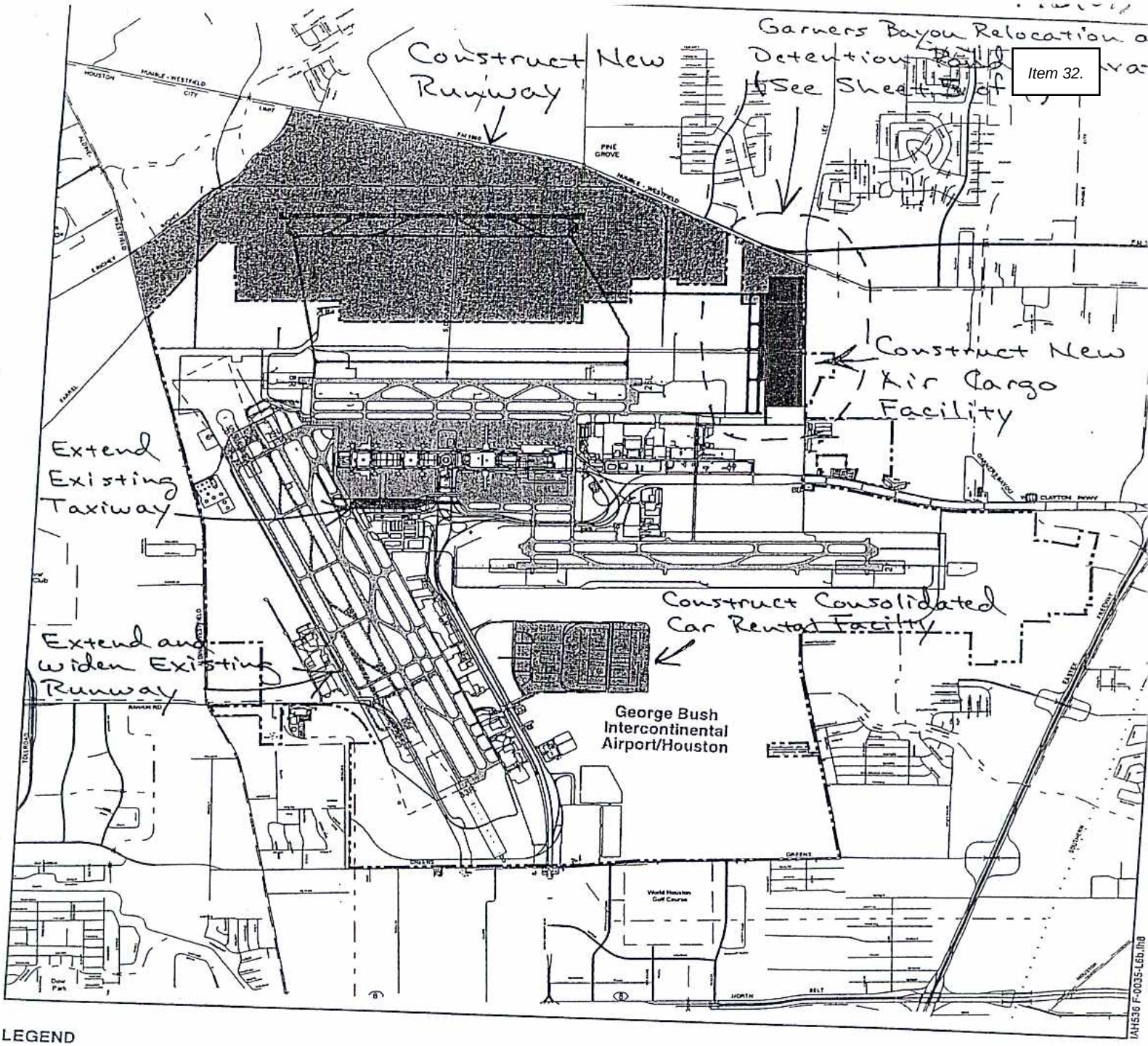


USGS Quads: Maedan + Humble, TX.

Dept. of Aviation, Houston Airport Sys.
Sheet 2 of 18 28 Mar 02

Ecology and Environment, Inc. 4801 Woodway, Suite 280W Houston, Texas 77056	**Site Location Map** Bush Intercontinental Airport Houston, Harris County, Texas	Proj. Mgr. : B. Fairchild Date : January 2000

site location map.apr



LEGEND

- Existing Airport boundary
- Future Airport boundary
- Existing pavement
- Existing pavement to be removed
- Taxiway SD bridge, ramp widening, and air cargo facilities
- Land acquisition for air cargo facilities
- Consolidated rental car facilities
- International Services Expansion Program
- New Runway 8L-26R
- Land acquisition for new Runway 8L-26R
- Runway 15R-33L extension and widening

N

2,250 0 2,250 4,500

Graphic Scale in Feet

Dept of Aviation, Houston Airport Sys.
Sheet 3 of 18 28 Mar 01

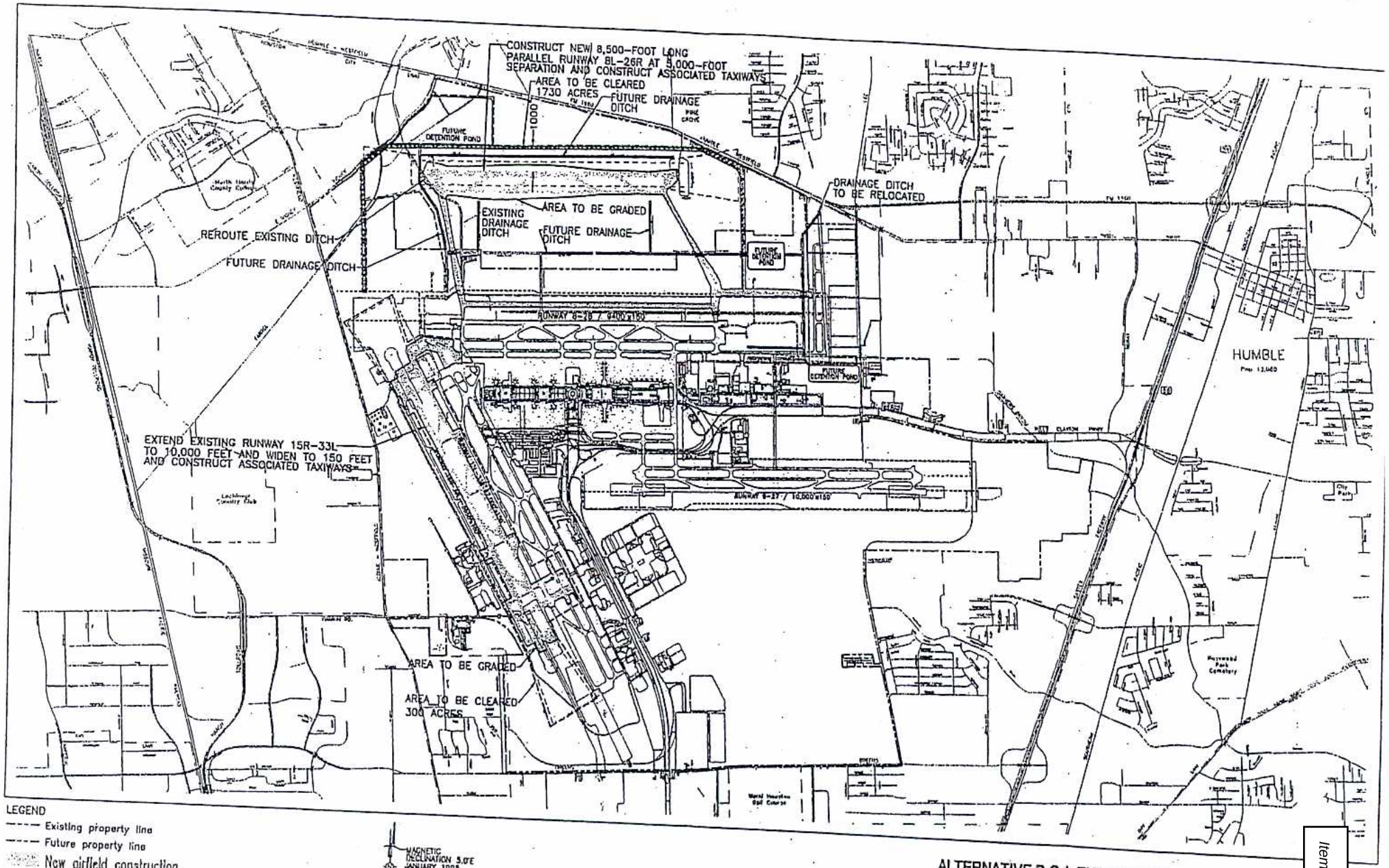
PERMITTED PLANS

ALTERNATIVE B/C.4:
EXTEND AND WIDEN RUNWAY 15R-33L AND CONSTRUCT NEW RUNWAY 8L-26R

EIS for Runway 8L-26R and
Associated Near-Term Master Plan Projects
George Bush Intercontinental Airport/Houston

November 1999

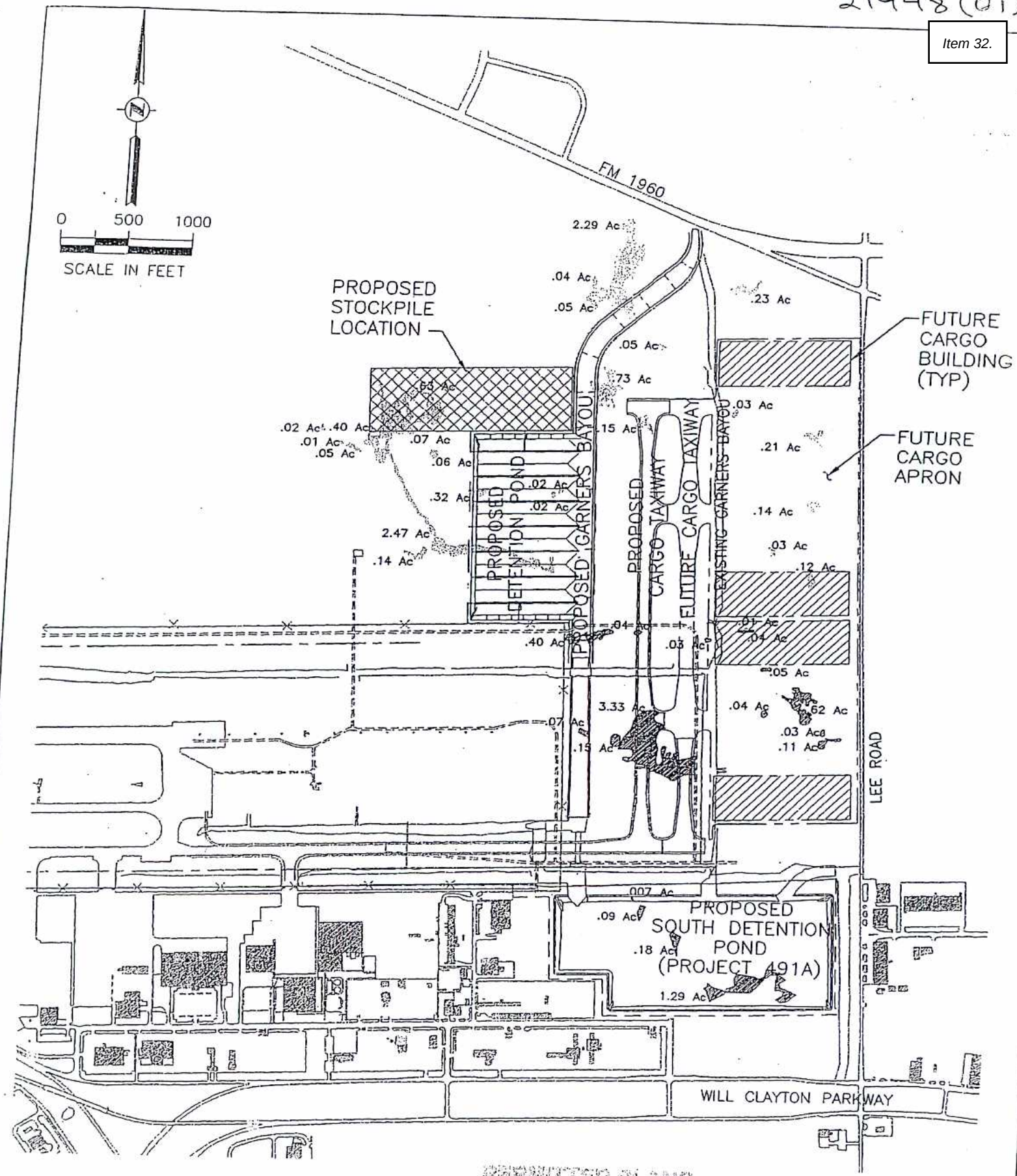
Dept. of Aviation
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ALTERNATIVE B.C.4: EXTEND AND WIDEN RUNWAY 15 AND CONSTRUCT PARALLEL RUNWAY 8L-26R AT 5,000-FOOT SE ATION
Grading, Clearing, Drainage Plan
Environmental Impact Statement

Item 32.

21948(01)



PERMITTED PLANS

PBS&J

HOUSTON AIRPORT SYSTEM

GEORGE BUSH INTERCONTINENTAL AIRPORT
HOUSTON, TEXAS

PROPOSED CARGO FACILITY
AND TAXIWAY "NB" EXTENSION

WETLAND LOCATION MAP

JOB No.: 460013.00

JULY 1999

Dept. of Aviation, Houston Airport Sys

WESTSIDE AIRPORT PROPERTY MITIGATION SITE

BACKGROUND

The Westside Airport property is located in Waller County, Texas, between Katy and Brookshire, approximately 35 miles southwest of IAH. The property is approximately 1480 acres in size and is mostly fallow, but a small portion of the property is used for agriculture. Past uses of the property include cattle ranching and rice fanning. The property was purchased by the City of Houston in the mid-1980s and was originally intended to be the site of a general aviation airport. Because of the potential unsuitability of the property for use as an airport, HAS is proposing to use the property to compensate for wetland impacts resulting from implementation of the IAH development program. HAS has chosen this site for compensatory mitigation because of the current ownership status and the excess acreage which could be utilized for potential future development impacts.

The Westside Airport Property lies within the Katy Prairie, which is part of the Coastal Prairie region. The Katy Prairie was originally a vast area of mid- to tall-grass prairies interspersed with herbaceous wetlands and forests, which provided excellent habitat for a large number and variety of resident and migratory fauna along the Central Flyway. As a result of intensive land development, including overgrazing, rice farming, alteration of drainage regimes, urban development, and suppression of naturally occurring fires, only small remnants of extensive prairie and wetland habitats still exist.

MITIGATION PLAN

Wetland mitigation at the Westside Airport Property, for LAH development impacts, will consist primarily of restoration and creation of non-forested prairie wetlands and supporting prairie upland habitat. The mitigation project is being proposed on the northern half of the property consisting of approximately 600 acres. Past agricultural activities have filled wetlands and created extensive, artificial drainageways throughout the site. The soils present on the site include Katy loam and Axis series soils. The U.S. Department of Agriculture lists Axis series soils hydric.

The Westside Airport Property can be divided into several management/watershed units for development of wetland mitigation projects, including restoration of upland prairie habitats. Wetlands were identified based on an onsite delineation, interpretation of topographic surveys prepared utilizing aerial laser technology, previous delineations conducted at the site by the USACE, aerial photograph interpretation, and

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PERMITTED PLANS

identification of hydric soils from the Waller County Soil Survey and additional studies conducted by the Natural Resources Conservation Service (formerly Soil Conservation Service).

HAS proposes to provide compensatory mitigation by restoring/creating, enhancing, and/or preserving wetlands at the Westside site. The final mitigation plan will create/restore up to 299 acres of herbaceous wetlands and enhance 44.03 acres of existing wetlands which would be greatly in excess of USACE requirements to mitigate herbaceous wetland impacts at IAH at the proposed ratios. Additionally, wetlands outside of enhanced/created areas will be preserved under the proposed conservation easement.

The Westside mitigation project consists of:

- Enhancement of 44.03 acres of emergent wetland;
- Creation/restoration of 299 acres of emergent wetland; and

Enhancement and creation/restoration of wetlands will be accomplished by constructing berms approximately 2 feet high and up to 16 feet wide in areas downslope of existing wetlands of at the downslope end of watersheds identified on site. Side slopes will be created on a 2:1 slope to prevent erosion of the slopes and allow for maintenance as needed. The top width will be up to 8 feet to allow for safe operation of construction equipment and future maintenance as needed. Berm construction will be accomplished through two techniques:

1. Grading of the areas upslope of the berm will be conducted to remove existing fallow vegetation species and expose areas of historical hydric soils. It is anticipated that approximately 4 inches of soil will be removed from the surface. Grading of these areas will allow for importation of soils from IAH, which contain rhizomes and wetland plant species seeds.

2. As necessary, a berm-creating machine will be utilized in areas where sufficient soil cannot be obtained for berm creation through grading.

3. Following placement of the soils in the general location of the proposed berms, the soil will be compacted and graded to the design dimensions and re-seeded with native prairie grasses to prevent erosion.

Watersheds were developed from topographic data obtained through LIDAR methods, with an absolute accuracy of 15 centimeters (cm) and a relative accuracy of 5 cm. Digital elevation models generated from the topographic data were input into a GIS program (ARCVIEW) and analyzed to determine onsite slopes and direction of sheetflow. Based on flow paths, minor watersheds were developed to identify potential locations of berms.

PERMITTED PLANS

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In the event that excess soils are obtained during grading activities, these soils will be stockpiled onsite until an appropriate disposal area can be located. Potential disposal areas onsite include spreading over surrounding upland areas and/or placement within existing ditches to enhance movement of water through the site. Offsite disposal may consist of donation or sale of the soils as fill for other construction projects occurring in the area.

In addition to berm construction, a water control structure will be installed at a determined outlet to allow for management of water levels. It is anticipated that the water level at the outlet of the water control structure will be maintained at 0.75 feet above the existing ground elevation, however the water control structure used will allow for increasing the water elevation at 3 inch increments. The saturated areas were determined based on contiguous areas to the inundated areas which have an elevation less than or equal to 0.5 feet above the proposed water elevation.

Following grading of the enhancement/creation areas to create berms and obtain desired elevations, hydric soils that contain hydrophytic plant species seed stock and roots will be imported from wetlands impacted at IAH. The soil imported from IAH will be spread over the proposed wetland areas approximately 1-2 inches in thickness. The soils excavated from IAH contain target species such as squarestem spikerush (Eleocharis quadrangulata), buttonweed (Diodia virginiana), Arrowhead (Sagittaria spp.), Swamp smartweed (Polygonum hydropiperoides), false fiddleleaf (Hydrolea ovata), seedbox (Ludwigia linearis), maiden cane (Panicum hemitomon), saltmarsh aster (Aster subulatus), buttonbush (Cephalanthus occidentalis), soft rush (Juncus effusus) among wetland species. These soils provide a seed stock for re-vegetation of the wetlands, hasten the establishment of a functional wetland, and increase the success rate of re-vegetation. Seeds and rhizomes contained within the imported soils would not be dependent upon water immediately upon placement as would transplanted wetland species or seedlings purchased and planted at intervals within the wetland areas.

Wetland hydrology would be maintained by precipitation falling directly on the site and sheetflow draining into the bermed areas from the surrounding uplands. In order for the mitigation goal to be successful, this analysis has been conducted to determine the amount of rainfall and runoff that would be required to create wetland hydrology. Analysis of this wetland mitigation plan was conducted against 50% of the maximum annual daily rainfall event. This calculation was based on a SCS curve runoff model for the type of existing habitat at the Westside property.

PERMITTED PLANS

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Soil textures at the Westside site are fine sandy loams on the surface, with high silt/clay content, and clay loams to clays in the subsoil. Throughout the site there is a clay lens at approximately 28 - 30 inches below the surface that creates a high water table during the Winter and early spring months. The low permeability of these soils should assure adequate surface ponding and runoff from upland areas. The general topography of the site slopes from the northwest to the southeast. Overflow from impoundments further upslope will aid in feeding downslope impoundments. Excess water form the mitigation site would eventually follow its natural course offsite through drainage ditches that ultimately feed the headwaters of Buffalo Bayou.

Preservation of existing wetlands will be utilized to compensate for some of the impacts at IAH. Wetland areas to be preserved include those outside of bermed areas that will not be enhanced through placement of berms.

By utilizing the above techniques, it is anticipated that a sufficient wetland/upland ratio will be obtained allowing sufficient hydrology to support created/enhanced wetlands. HAS proposes to conduct habitat enhancement of upland buffer areas to include grubbing of woody herbaceous species, Chinese tallow control, and planting of native prairie grasses to decrease invader species from entering the wetland areas during establishment of wetland species and enhance runoff from upland areas. Planting of native prairie grasses would occur by tilling existing upland soils and discing in native grass seed or hay. Approximately 600 acres will be utilized for the proposed wetland mitigation project, to include upland buffer areas.

Additionally, HAS will evaluate the installation of water wells as a contingency measure for the success of the wetland mitigation project. Water wells can be placed at strategic locations to provide the ability to pump water to created wetlands. Existing drainage improvements on the site would be restored to direct water to the appropriate locations. This technique would be used a last resort to help propagate wetland species. This would not be conducted on a continual basis, but only as need to help initialize wetland development or supplement nature during periods of sever drought.

MITIGATION MONITORING/MAINTENANCE PLAN

- The newly created/enhanced wetlands will be planted using seed stock excavated from IAH which contain species as discussed previously.
- If after one year from soil importation the site does not have at least 50% plant coverage of the target wetland species, areas not having 50% coverage shall be replanted using commercially available wetland species such as softstem. rush, pickerel weed, arrowhead, soft rush, and spider lily. These species will be planted at a rate of 550 plants per acre.
- If after two years following initial soil importation the site does not have at least 70% plant coverage of the target species, areas not having 70% coverage shall be replanted following specifications as discussed above.

PERMITTED PLANS

- Percent plant coverage shall be monitored within the mitigation area at regular intervals. A progress report, including photo-documentation will be submitted to the USACE at 2 months, 6 months, 1 year, 2 year, and 3 year intervals following the initial soil importation effort.
- Maintenance activities anticipated at the mitigation site include, but are not limited to, mowing of upland and wetland areas (during dry periods) to control invasive species, water control structure inspection and maintenance, fertilization of upland areas, erosion control, and overall land use management

SUCCESS CRITERIA

The mitigation area will be monitored semi-annually for three years by Houston Airport System. A yearly monitoring report will be sent to the USACE to document the progress of the mitigation site. Final success criteria will include observations of percent vegetation coverage, target native plant species diversity and composition, evidence of natural reproduction, cover or dominance of target wetland species, and successful creation of hydrologic regimes to ensure mitigation success by natural means.

At the end of the third-year, the mitigation site will be judged successful if the mitigation areas each have 70% coverage by the target species. If this is not achieved, the areas not meeting the success criteria will be replanted using commercial species as specified above. Following achievement of the success criteria, an as-built drawing will be submitted to the USACE along with the final report.

At the end of the monitoring period, long-term management of the Westside mitigation area will turned over to a conservation organization, such as the Katy Prairie Conservancy (KPC). The Houston Airport System will make a one time monetary contribution to a stewardship fund of the organization. This contribution will be dedicated to the long-term management of the mitigation area in perpetuity.

Final engineering design of the proposed Westside property mitigation plan will include:

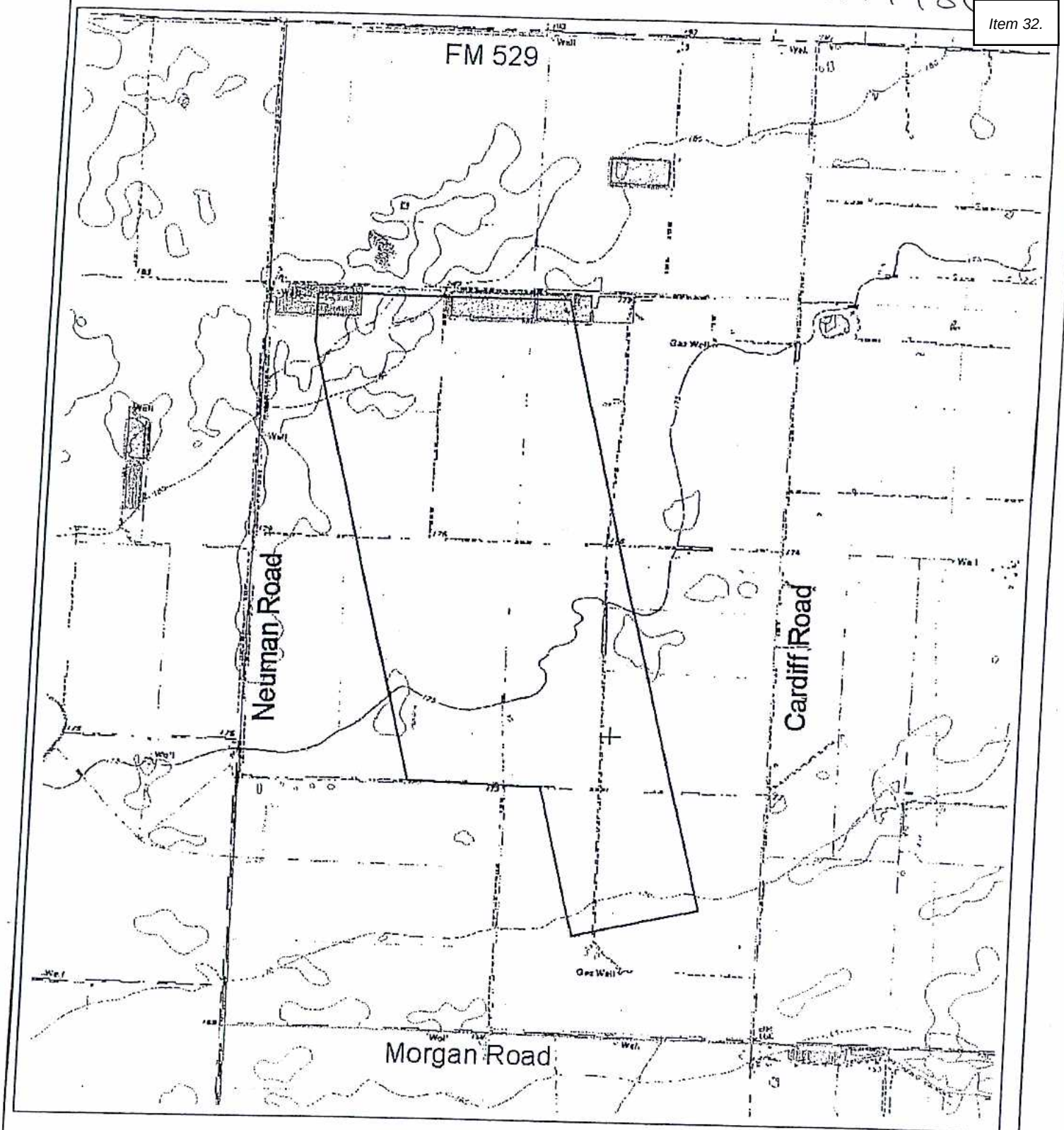
- Schedules and procedures for excavation and stockpiling of hydrophytic plant seed stock from the IAH property. Seed stock will either be stockpiled on site at the mitigation location (within upland areas) or outside development activities at IAH. Final location of stockpiling will be determined based on seed stock condition and weather conditions.
- Schedules and procedures for mitigation site preparation to include equipment to be used, site access control, exotic vegetation control, soil disposal methods, as appropriate.

Final engineering design will take place following approval of the proposed mitigation plan.

PERMITTED PLANS

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Houston Airport Sys.
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21948(a)



400 0 400 800 1200 Feet

N
W E
S

Legend

Airport Property Boundary

Wetlands From NWI Map

Sources : Brookshire USGS Quad
National Wetlands Inventory Map (NWI)

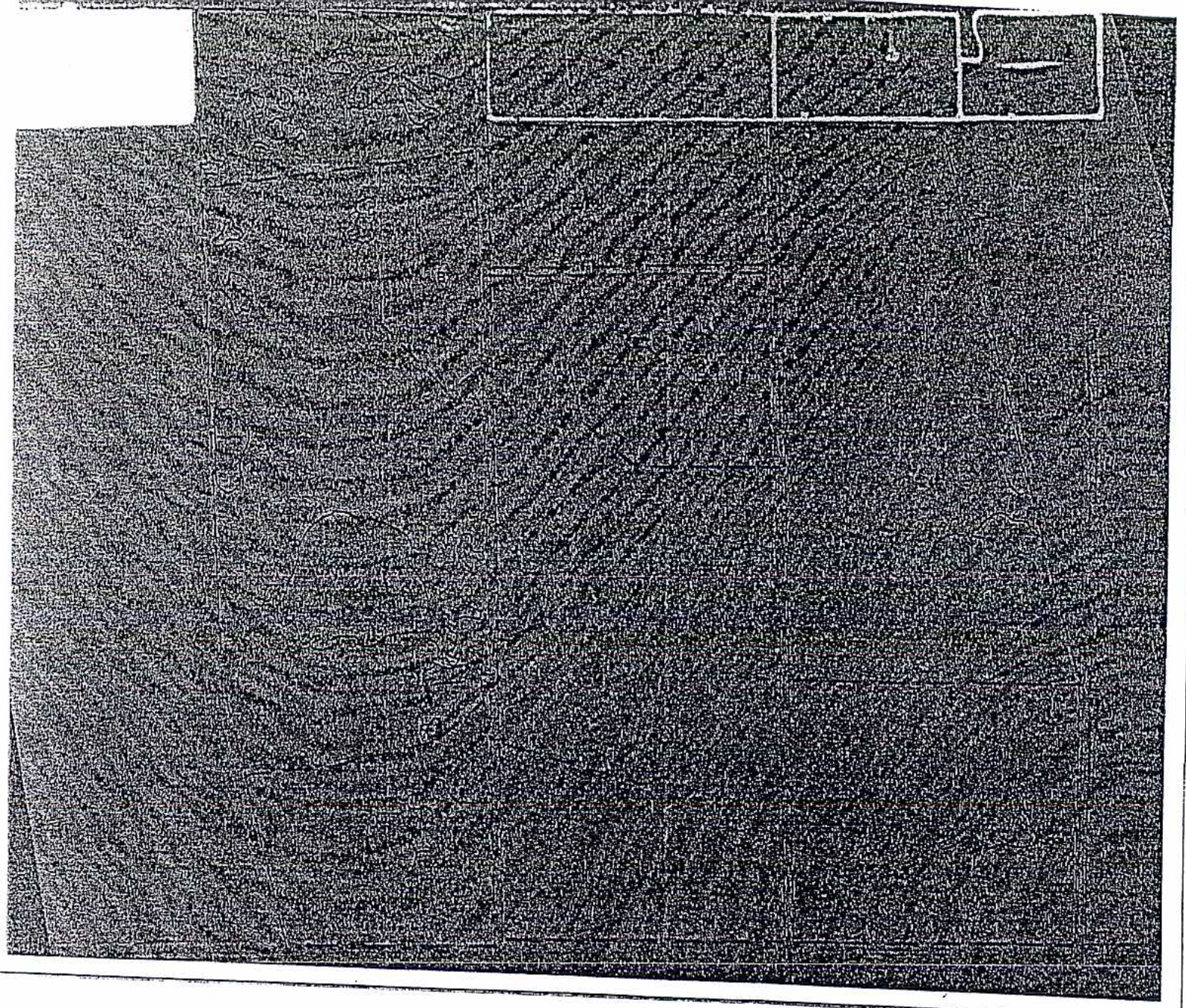
PRELIMINARY PLANS

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Houston Airport Sys.
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Houston, Texas
International Specialist in the Environment

Vicinity Map: Westside Airport Property

SEPTEMBER 1999 | Draft



Legend

Existing Wetlands

Management Units

Land Elevation (feet)

190

170

0 300 600 900 1200 1500 Feet

ecology and environment, inc.
International Specialists in the Environment
Houston, Texas

Bush IAH Expansion Mitigation Plan
Houston, Harris County, Texas

Figure 3 Existing Wetlands

DATE: 8-11-2000

PROJECT MANAGER: B. FAIRCHILD

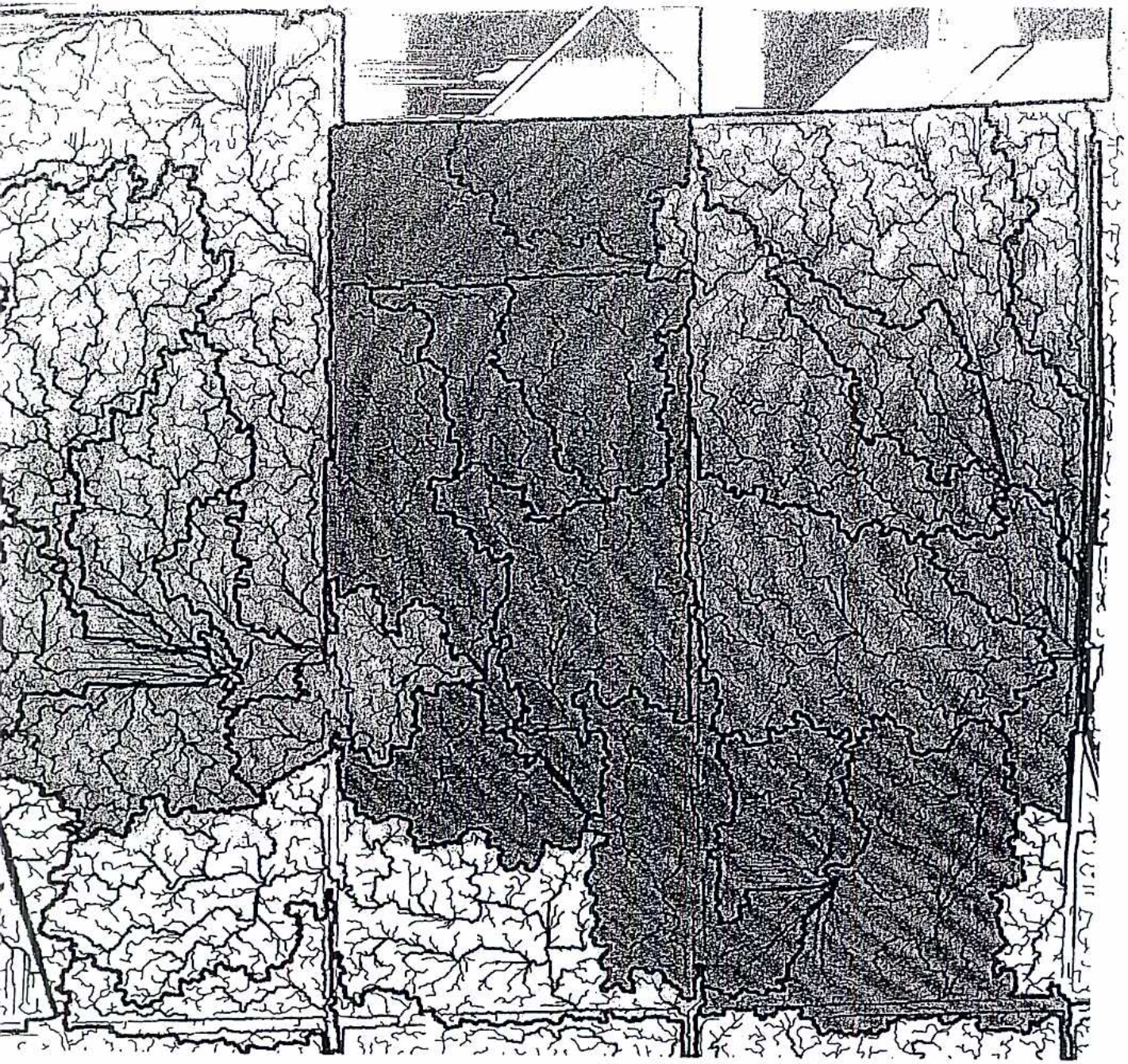
APPROVED BY: B. FAIRCHILD

GENERATED BY: JENNIFER PIGEON

PERMITTED PLANS

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Houston Airport Sys.
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Item 32.



500 0 500 1000 Feet

Figure 5

Westside Watershed Locations

PERMITTED PLANS

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OPEN SPACE LICENSE AGREEMENT
FOR
DUE DILIGENCE STUDIES

THIS **OPEN SPACE LICENSE AGREEMENT FOR DUE DILIGENCE STUDIES** ("License") is made and entered into as of the date of signature by the Director of Aviation, by and between the **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties ("City"), by and through its department, **HOUSTON AIRPORT SYSTEM** ("HAS") whose address is P.O. Box 60106, Houston, Texas 77205, Attention: Jim Szczesniak, Director, and **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas, ("County"), whose address for purposes hereof is 425 FM 1488, Suite 106, Hempstead, Texas 77445, Attention: County Judge.

WITNESSETH:

WHEREAS, the City is the owner of George Bush Intercontinental Airport/Houston ("Airport" or "IAH"), which is managed and operated by the City's Houston Airport System ("HAS") as an enterprise fund, whose functions are public and governmental, exercised for a public purpose, and matters of public necessity; and

WHEREAS, the City, acting through HAS, is the holder of a Clean Water Act dredge and fill permit No. 21948(01) (the "Permit"), issued under cover of letter dated April 8, 2002, by the U.S. Army Corps of Engineers, Galveston Branch, authorizing the City to construct and operate certain facilities at IAH; and

WHEREAS, the facilities authorized by the Permit are described in a document issued by the United States Department of Transportation, Federal Aviation Administration August 2000 Record of Decision, regarding the George Bush Intercontinental Airport Runway 8L-26R and Associated Near-Term Master Plan Projects and Associated Federal Actions; and

WHEREAS, the Permit and Record of Decision required the City to, among other things, to secure a conservation easement on the 915-acre tract of land in Montgomery County ("Bahr Woods Preserve") and construct wetlands and preserve a 600-acre parcel out of an approximately 1,431-acre tract owned by the City in Waller County in the Katy Prairie; and

WHEREAS, on May 19, 2021, Waller County adopted a Parks, Trails, & Open Space Master Plan in an effort to ensure that the County grows responsibly while retaining its natural legacy, the County desired to examine opportunities to formalize a plan for County-operated parks, trails, and other open space facilities through the development of a formal parks system; and

WHEREAS, County has expressed interest in acquiring the 1,431-acre tract form the City for future public park, trails, open space or other public purposes with uses on the 600 acres that would be compatible with the Permit; and

WHEREAS, HAS determined that the use of the Premises by County constitutes a community purpose which will maintain or enhance positive community relations in support of HAS and will not be in violation of the Permit; and,

WHEREAS, HAS determined that the Premises is not needed for aeronautical purposes; and, is not currently nor will be needed in the near term for producing revenue; and,

WHEREAS, County has requested HAS's permission to enter the Premises to conduct inspections, examinations, land surveying, environmental surveys, and other pre-development site evaluations to determine if the Premises is suitable for their needs and desired uses ("Due Diligence Studies"); and

WHEREAS, recognizing the need for immediate occupancy, the Director is authorized by the City's Code of Ordinances to allow County's entry into the Premises while awaiting formal approval by the City of a long-term agreement if desired upon the completion of County's Due Diligence Studies; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the City and County hereby covenant and agree as follows:

> "Premises" shall mean a certain parcel being approximately 1,431.754 acres of land out of the H. & T.C.R.R. Surveys, Section 69, A-152; Section 79, Abstract 157; and Section 81, Abstract 158; and the J. G. Bennett Surveys, Section 68, A-289 and Section 82, Abstract 290 in Waller County, Texas, and being more particularly shown by the drawing attached hereto as Exhibit "A", and incorporated herein for all purposes. Waller County Appraisal District Property ID: 10838, 10918, 10919, 10933, 13044 and 13059.

1. Agreement for Access. HAS hereby grants County a license to enter the Premises subject to the terms of this License from time to time during the Term (hereinafter defined) for purposes of performing Due Diligence Studies. County's License shall also include the right to allow its employees, agents, contractors and consultants to enter the Premises and perform the Due Diligence Studies. County, its employees, agents, and contractors will have the non-exclusive right of ingress and egress over and across the Premises and Non-exclusive Access Easement.

2. Costs and Expenses. County shall bear any and all costs and expenses associated with their Due Diligence Studies.

3. Term. The License granted pursuant to this Agreement shall have a term (the "Term") commencing on the Effective Date and ending at the expiration of thirty (30) calendar days thereafter, unless sooner terminated for convenience by either party by providing no less than 48 hours' prior written notice to the other party.

4. Limitation on Permitted Activities. County agrees that it and its employees, contractors and agents shall conduct all Due Diligence Studies on the Premises in compliance with all applicable federal, state and local rules, laws, ordinances, codes, policies and guidelines, including, without limitation, all safety, health and environmental laws. County shall have no right to enter the Premises except for the purposes expressly provided for in this Agreement. County shall be solely responsible for obtaining any and all necessary permits, licenses and other authorizations required by law in connection with the Due Diligence Studies. If County desires to conduct test borings or other invasive environmental survey tests of the Premises, County shall request permission from HAS to perform the proposed work and provide the identity of the consultant proposed to be used and the dates proposed for entry onto the Premises. County, at its sole, cost is required to return the Premises to its original condition, or as close as is feasible to its original condition, at the conclusion of the Due Diligence Studies.

5. (Intentionally Omitted)

6. Insurance. County shall provide and maintain in full force and effect during the Term of this License and all extensions and amendments thereto, at least the following insurance:

(a) Worker's Compensation at statutory limits;

(b) Employer's Liability, including bodily Injury by accident and by disease, for $500,000 combined single limit per occurrence and a twelve (12)-month aggregate policy limit of $1,000,000;

(c) Commercial General Liability Coverage, including blanket contractual liability, products and completed operations, personal injury, bodily injury, broad form property damage, operations hazard, pollution, explosion, collapse and underground hazards for $1,000,000 per occurrence and a twelve (12) month aggregate policy limit of $2,000,000;

(d) Automobile Liability Insurance (for automobiles used by County in the course of its performance under this License, including employer's non-ownership and hired auto coverage) for
$1,000,000 combined single limit per occurrence; and The insurance coverages required hereunder may be represented in one (1) or more certificates of insurance, which shall be provided to HAS at the address set forth above.

The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas issued by the Texas Board of Insurance and a rating of at least B+ and a financial size of Class VI or better in the most current edition of Best's Insurance Reports. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered.

Each policy, except those for Worker's Compensation and Employer's Liability, must name the CITY and its agents, officers, directors, officials, legal representatives, employees and assigns as additional insured parties with respect to the original policy and all renewals or replacements during the Term of this License.

County shall assume and bear any claims or losses falling under or within any deductible amounts under any insurance policy responsive to the requirements of this License and waives any claim it may ever have for the same against the CITY, its officers, agents or employees.

All such policies and certificates shall contain language that the insurer shall notify the City in writing not less than thirty (30) days before any material change, reduction in coverage or cancellation of any policy.

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.

Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the City as an additional insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

County shall be entitled to purchase and maintain the insurance required under this License under so-

called blanket policies, provided the coverage thereunder is at least at the levels contained herein and is otherwise adequate in keeping with prudent underwriting standards.

7. Governing Law. This License shall be governed by, and construed in accordance with, the laws of the State of Texas.

8. Severability. If any provision of this License is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

IN WITNESS WHEREOF, this License has been entered into and effective as of the Effective Date. The Parties have executed this License in multiple copies and/or counterparts, each of which is an original. Each person signing this License represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this License. Each Party represents and warrants to the other that the execution and delivery of this License and the performance of such Party's obligations hereunder have been duly authorized and that this License is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

"HAS"

HOUSTON AIRPORT SYSTEM

By: _____
Jim Szczesniak
Director of Aviation

_____
Effective Date

"COUNTY"

WALLER COUNTY, TEXAS

By: _____
Carbett "Trey" Dunon III
County Judge

_____
Date

Exhibit "A"

Premises

(to be attached)

INDUSTRIAL SCALE & MEASUREMENT
ISO/IEC 17025:2017 ACCREDITED

SALES PRO

Quote No. Q-05134
Date: 6/3/2025

Quote Expiration: 7/3/2025

7424 Wallisville Rd., Houston, TX 77020

BILL TO
Waller County Sheriff Office
836 Austin St Ste. 316
Hempstead, Texas 77445

SHIP TO
Waller County Sheriff Office
701 Calvit
Hempstead, Texas 77445

CONTACT	PHONE NUMBER	EMAIL
Lee Swango	+1 832 945 8108	Lee.SwangoII@dps.texas.gov

QUOTED BY	PHONE NUMBER	EMAIL
Gavin Marquis	(832) 446-0250	gavin@scaleandmeasure.com

Scope

Customer requested a replacement indicator and enclosure from the damage that was caused. ISM will provide an outdoor enclosure with panel mount weight indicator that has a remote scoreboard mounting to same pole above enclosure. We are estimating 2 days with 2 technicians to complete the project

Equipment / Parts

PART NO.	DESCRIPTION	QTY	PRICE	SUM $
CAR-210	Cardinal 210 Digital Indicator - Stainless Steel NEMA IV Enclosure - .6' LED Display - Bi-directional RS-232 Serial Port - Time and Date - AC Power Standard	1	$1,070.00	$1,070.00
CAR-ENC-IND	Cardinal Steel Enclosure • Outdoor-Grade Steel Enclosure • Includes Locking Key - Approximately Size 23" x 8" x 14" • USA Made	1	$1,975.00	$1,975.00
CAR-SB555	Cardinal Remote Display SB555	1	$1,296.75	$1,296.75
CAR-POLE-120	Cardinal 10ft High Mounting Pole - 4.5 inch OD Post with Base Plate	1	$385.00	$385.00
CABLE-6	Cable - 20 AWG 6C	10	$2.95	$29.50
COT-SS-34AS	Coti Four Load Cell SS Summing Box w/ 4-cell Signal Trim Summing Card	1	$275.00	$275.00
ISM-MISC PARTS	Misc. Mounting Hardware	1	$250.00	$250.00

Professional Services

SKU NO.	DESCRIPTION	QTY	PRICE	$
LAB RT	Labor Reg Time - Estimated 2 days with 2 technicians to wire and calibrate	32	$149.00	$4,768.00
TRANSPORTATION	Pickup- Service Charge	102	$3.75	$382.50
TRANSTESTA	Test Truck A-Service Charge	102	$5.75	$586.50

Shipping & Handling

SKU NO.	DESCRIPTION	QTY	PRICE	SUM $
FRTIN	Freight will be added to final invoice	1	$0.00	$0.00

Subtotal:	$11,018.25
Tax:	$0.00
Total:	**$11,018.25**

General Terms

General terms - Net 30
Freight - FOB Webb City, MO
Estimated Lead Time 2-3 weeks Weeks

Notes

- Pricing based on existing concrete pad being available in order to mount outdoor enclosure
- Pricing based on scale still weighing correctly. If load cells
- Pricing based on the load cells in the scale are in good working condition. If load cells need to be replaced then additinoal charges will be added
- Pricing based on electrician bringing power to outdoor enclosure and wiring outlet inside the enclosure & provide an outlet to plug the scoreboard in.(provided by others)

Printed Name:_____

Signature:_____

Date:_____

Notices

- Effective 6/01/2025 there will be a 3.33% convenience fee for credit card charges
- Effective 6/01/2025 a $50 processing fee will be applied for invoices under $100