# NOTICE OF MEETING
# WALLER COUNTY, TEXAS
# AMENDED REGULAR SESSION
**Wednesday, July 23, 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 Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

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

6. Request by County Treasurer to approve new assignment of take home vehicle for the Procurement Director.

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

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

9. Acknowledge receipt of notification from Katy 2855 Development, LLC, related to the Grange Development Agreement. A recent purchase of 10.3 acres will be annexed into the Grange Development boundary.

10. Request by County Engineer to accept a Formal Utility Notice - for Lakeside Dr. off FM 359 (Project 2025-727) from Ezee Fiber for fiber optic lines.

11. Request by County Engineer to accept a Formal Utility Notice - for Stella Rd. and Garvie Ln. (Project # 2025-677) from Ezee Fiber for fiber optic lines.

12. Request by County Engineer to accept a Formal Utility Notice - for Coronado Terrace Ln., Marisol Bay Dr., Sarasota Shore Dr., Bahia Bay Dr., Crystal Vista Dr., Pismo Creek Ln., Newport Creek Dr., Crystal Bend Ln., Laguna Green Ln., Malibu Shore Ln., (Project # 2025-340) from Ezee Fiber for fiber optic lines.

13. Request by County Engineer to accept a Formal Utility Notice - Bartlett Rd (Project # 2025-393) for Ezee Fiber for fiber Hub Cabinet installation.

14. Request by County Engineer to accept a Formal Utility Notice - for Terra Rose Dr., Tan Briar Dr., and Sol Bend Dr. (Project # 2025-392) from Ezee Fiber for fiber optic lines.

15. Request by County Engineer to accept a Formal Utility Notice - for Apple Rose Ln., Tantara Dr., Golden Dust Dr., Sunterra Shores Dr., Sorrento Hill Dr., Cliff Ridge Ln., Jasmine Point Dr., Myrtle Sunset Dr., Seaside Cove Ct., and Sunmoon Ln. (Project # 2025-386) from Ezee Fiber for fiber optic lines. (Sunterra Sect 24, 29, 30, 31).

16. Request by County Engineer to accept a Formal Utility Notice - for Grass Bend Dr., Summer Bend Dr., Bright Hill Dr., Garden Jade Dr., Ventura Creek Dr., Gable Breeze Dr., Tan Gable Ln., Coco Ray Ln., Whisper Cove Ct., Woodflower Dr., Jasmine View Ln., Seaside Cove Ln., Sunterra Shores Dr., Newport Breeze Dr., Dana Point Dr., Malibu Glen Dr., Bolinas Bluff Dr., Seashore Creek Dr., and Allegretto Sea Dr. (Project # 2025-387) for Ezee Fiber for fiber optic lines. (Sunterra Sect 12, 13, 25).

17. Request by County Engineer to accept a Formal Utility Notice - for Bartlett Rd., Laguna Cove Dr., Greenshank Dr., Long Beach Bay Dr., Salange Ln., Bonita Beach Dr., Cambria Green Ln., Catalina Cove Dr., Aurora Creek, Sunray Lake, Camino Bay, Dauphin Bay, and Caramel Shores Dr. (Project # 2025-388) for Ezee Fiber for fiber optic lines. (Sunterra Sect 2, 4, 10).

18. Request by County Engineer to accept a Formal Utility Notice - for Shonder Shore, Camino Cove St., and Inglenook Grove Dr. (Project # 2025-366) from Ezee Fiber for fiber optic lines.

19. Request by County Engineer to accept a Formal Utility Notice - for Winding Canyon (Project #2025-548) from Ezee Fiber for fiber optic lines.

20. Request by County Engineer to approve the Final Plat of Mirabella Detention Basin 4 in Precinct 3.

21. Request by County Engineer to approve the Amending of Plat No. 3 for Houston Oaks Section 6, in Precinct 2.

22. Request by County Engineer to approve the Amending of Plat No. 4 for Houston Oaks Section 6, in Precinct 2.

23. 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 September 3, 2025 for a Replat of Frontier Farms Section Two. The amendment will create ten (10) Lots and one (1) Block by Owner R & L Solutions Inc.

24. Request by County Engineer to accept a Formal Utility Notice for ATT to place fiber optic lines in the right-of-way of Owens Rd.

25. Request to approve mobility bond assignments for Schlipf Road from US 90 to Franz Road.

26. Request by County Tax Assessor Collector to approve Interlocal Agreements for tax collections.

27. Request by Procurement Director to advertise for proposals for Bank Depository Services. Advertisement to be paid from line item 125-401-544100 [Bid Notice & Printing].

28. Spread upon the minutes the renewal of annual subscription with OCV, LLC for Sheriff's Office mobile app software application in the amount of $15,090.00 for the term July 18, 2025 through July 17, 2026. Funds to be paid from Sheriff's Office Commissary.

29. Spread upon the minutes the Gulf Coast Regional 9-1-1 Emergency Communications District fully deploying Next Generation 911 for the benefit of the citizens and participating jurisdictions.

30. Spread upon the minutes that on July 16, 2025, the Honorable Gary W. Chaney, Judge of the 506th Judicial District Court, and Presiding Administrative District Judge of Waller County, appointed Mr. Alan R. Younts to the office of Waller County Auditor, for a two-year term of office. A copy of the Oath of Office and Statement of Appointed Official are included in these minutes.

**Requests to approve payments on the following:**

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

32. $1,000.00 for Invoice #6985, $2,160.00 for Invoice #6986, $760.00 for Invoice #6987, $4,600.00 for Invoice #6988, and $40.00 for Invoice #6989 for a total of $8,560.00 to The Randle Law Office. Funds to be paid from line item 125-411-540300 [Legal].

33. $18,444.00 for Invoice #188899 to HR Green, Inc. for Professional Services (Project 2404188-0000 Mathis Rd.) rendered through May 30, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

34. $12,764.59 for Invoice #65035800-0525-02 to Kimley-Horn and Associates, Inc. for Professional Services (Project 23102 Double Culvert Rd.) rendered through April 30,

2025 through May 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

35. $27,628.30 for Invoice #99625-2 to R G Miller Engineers, Inc. for Professional Services (Neuman Rd) rendered April 21, 2025 through May 18, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

36. $43,711.60 for Invoice #304200.00-2 to Schaumburg & Polk, Inc. for Professional Services (Polk Rd) rendered April 28, 2025 through June 1, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

37. $120,301.50 for Invoice #25-001.001 to Trilogy Engineering Services LLC for Professional Services (Project 25-001 Adams Flat Rd.) rendered April 2, 2025 through May 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

38. $49,032.10 for Invoice #00105009-1 to Volkert, Inc. for Professional Services (Project #23104 Robichaux Rd.) rendered April 19, 2025 through May 23, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

39. $73,234.14 for Invoice #24122-1 to BGE, Inc. for Professional Services rendered April 8, 2025 through May 23, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

40. $79,043.70 for Invoice #24121-1 to BGE, Inc. for Professional Services rendered March 27, 2025 through May 23, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

41. $94,216.56 for Invoice #73053-03 (Penick Rd) to Binkley & Barfield, Inc. for Professional Services rendered May 1, 2025 through May 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

42. $130,283.48 for Invoice #73052-03 (Clay Rd) to Binkley & Barfield, Inc. for Professional Services rendered May 1, 2025 through May 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

43. $4,000.00 for Invoice dated April 14, 2025 to A.C. Campbell for Upright Scissor Lift. Funds to be paid from 110-530-581100 [Construction Equipment].

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

**ECONOMIC DEVELOPMENT**

45. **Public Hearing:** Conduct a public hearing concerning the designation of Waller County Urban Reinvestment Zone 16 pursuant to Texas Tax Code Chapter 312. The proposed reinvestment zone is comprised of approximately 71.9750 acres of land in the H. & T.C.R.R. Co. Survey, Section 107, Abstract 170, in Waller County, Texas generally located west of Cane Island Parkway, east of Schlipf Road, south of Morton Road, and north of U.S. Highway 90 in Katy, Texas 77493, and consists of all of Reserve “B” in Block 1 of the Replat Pederson Road Business Park, a subdivision duly of record in Plat Number 1902425 in the Deed Records of Waller County, Texas.

46. Approve the order for the designation of Waller County Urban Reinvestment Zone 16.

**COUNTY ENGINEER**

47. Public Hearing: 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.

**ENVIRONMENTAL DEPARTMENT**

48. Approve a variance request to the Subdivision Development Regulations, Engineering Design Standards, Section 2-Lot size, regarding the minimum lot size per dwelling, by Venta Property LLC, Fabian and Gloria Guia.

**DIRECTOR OF POLICY & ADMINISTRATION**

49. Approve Sunterra Lakes Development Agreement.

**PROCUREMENT DIRECTOR**

50. Approve Agreement with Granicus, utilizing The Interlocal Purchasing System (TIPS) contract number 220105 for Courthouse recording system and related goods and services, in an amount not to exceed $92,854.34. Funds to be paid from line item 604-604-581839 [Soft Cost].

51. Approve Amendment to Agreement with Tyler Technologies, Inc. for renewal of Tax Pro SaaS for Tax Assessor in an amount of $40,990.00 for the term January 1, 2026 through December 31, 2026.Funds to be paid from line item 125-411-545005 [Orion].

**TREASURER**

52. Approve Salary Order amendment 2025.4 effective August 04, 2025 adding 2 new deputies for Waller ISD contract.

**MISCELLANEOUS**

53. Draw three (3) public members and three (3) alternate members to serve on the Salary Grievance Committee pertaining to the 2026 Budget.

54. Approve Agreement between Waller County and Focusing Families and payment of $15,000.00 from line item 125-411-547310 [Focusing Families] as allocated in the 2025 Budget.

55. 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.

56. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney’s Office that deliberation in an open meeting regarding business and financial issues related to contract

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

**EXECUTIVE SESSION**

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

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

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

60. 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 – JULY 9, 2025

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**BE IT REMEMBERED** that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 9th day of July 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

DRAFT

### CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:02 a.m. with the following members of the Court present to-wit:

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

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

1. Approval of Agenda.

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

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

### 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 – June 25, 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 Quarterly Reimbursement of Juror Payments.

6. Request by County Engineer to place roads in Grange Section 5 into the developer's one-year maintenance period, effective June 3, 2025, and reduce the maintenance bond.

7. Acknowledge receipt of notification from Katy 2855 Development, LLC, related to the Grange Development Agreement. A recent purchase of 10.3 acres will be annexed into the Grange Development boundary.

8. Request by County Engineer to place roads in Sunterra Section 66 into the developer's one-year maintenance period, effective June 10, 2025, and reduce the maintenance bond.

9. Request by County Engineer to place roads in Sunterra Section 65 into the developer's one-year maintenance period, effective June 10, 2025, and reduce the maintenance bond.

10. Request by County Engineer to place roads in La Sierra Section 1 into the developer's one-year maintenance period, effective April 21, 2025, and reduce the maintenance bond.

11. Request to approve payment of $20,000.00 to the Waller County Historical Museum from line item 125-539-547236 [County Museum] as allocated in the 2025 Budget.

12. Request to approve payment of $15,000.00 to the Waller County Historical Society from line item 125-538-568400 [Miscellaneous] as allocated in the 2025 Budget.

13. Request by County Librarian to accept donation to Waller County Library Brookshire-Pattison from Texas Library Association and HEB for $2,000.00 and add to line item 125-000-472210 [County Donations].

14. Request by County Librarian to accept a donation to Waller County Library Hempstead from Brazos Valley Schools Credit Union for $200.00 and add to line item 125-000-472210 [County Donations].

15. Approve payment of invoice numbers 25-045, 25-046, and 25-047 from Southwest Realty Consultants for land appraisal services.

**Requests to approve payments on the following:**

16. $1,125.00 for Invoice dated June 23, 2025 to Schmidt Funeral Home to be paid from line item 125-423-540705 [Transport to Morgue].

17. $1,295.00 for Invoice dated June 14, 2025 to Magnolia Funeral Home, Inc. to be paid from line item 125-423-540705 [Transport to Morgue].

18. $1,375.00 for Invoice #TABS2025016542 for the ADA compliance review for the Vehicle Maintenance Center at the Sheriff office. Funds to be paid from line item 125-600-581910 [Buildings].

DRAFT

19. $2,510.00 for Invoice #0425-010, and $1,590.00 for Invoice #0425-009 to Indoor Environmental Consultants for mold testing at the HSSC building and new maintenance building. Funds to be paid from line item 125-442-545400 [Contract Labor].

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

Motion to approve Consent Agenda made by Commissioner Jones, seconded by Commissioner Beckendorff.
**Motion carried** by 5-0 vote.

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

***Advanced to Agenda Items 29-30***

## PROCUREMENT DIRECTOR

29. Approve Agreement with Euna Solutions, Inc., utilizing Sourcewell contract 060624-GTH for an electronic procurement platform for advertised solicitations, in an annual amount of $14,426.00. Funds to be paid from line item 125-401-540900 [Prof. Consultant Services].

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

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

30. Approve Agreement with Hawes Hill & Associates, LLP for consulting services regarding the creation of Tax Increment Reinvestment Zone (TIRZ) in Precinct 3, in an amount not to exceed $50,000.00. Funds to be paid from line item 125-401-540900 [Prof. Consultant Services].

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

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

***Proceeded with Agenda Item 21***

## ECONOMIC DEVELOPMENT

21. Amend the Tax Abatement Agreement between Waller County, Texas, Alegacy Development, LP and Sterling Fluid Systems (USA), Inc., DBA Peerless Pump Company having Contract ID 250319-29. Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company was the tax abatement applicant, and leased property owned by Alegacy Development, LP. The property is located in the City of Waller Reinvestment Zone #2, which was renamed by the City of Waller from Reinvestment Zone Number 2-CI of the City of Waller, Texas. The reinvestment zone was established on February 6, 2025, and renamed on May 19, 2025. The Reinvestment Zone is located west of FM 362 and east of James Muse Parkway along US Business 290 and includes Alegacy Business Park in Waller, Texas 77484. Alegacy Development, LP will build a manufacturing facility with an estimated cost of $7,000,000.00, and Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company will install manufacturing equipment with an estimated cost of approximately $1,800,000.00 over a ten-year period.

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

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

## COUNTY JUDGE

22. **Presentation** of a delinquent tax and fine and fee collection report by Otilia Gonzales, Perdue Brandon Fielder Collins & Mott, LLP. *No action required.*

23. Discuss and take action to adopt a resolution to provide for an additional penalty under sections 33.07, 33.08 and 33.11 of the Tax Code. ***and***

24. Discuss and take action to amend the tax collection contract with Perdue Brandon Fielder Collins & Mott, LLP.

Commissioner Jones made motion to approve both agenda items #23 and #24, seconded by Commissioner Beckendorff.
**Motion carried** by 5-0 vote.

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

## TAX ASSESSOR-COLLECTOR

25. **Presentation** of Monthly Report. *No action required.*

## COUNTY ENGINEER

26. **Public Hearing:** 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 Crosby Real Estate Investments LLC.

**Public Hearing began at 9:27 a.m.**
County Engineer Ross McNeill gave brief explanation of replat.
No public comments received.
**Public Hearing ended at 9:34 a.m.**

27. Approve Final Replat of Totoia Garcia No.1 Warehouse in Precinct 3.

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

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

## GRANT MANAGER

28. Approve to authorize the County Grant Manager to submit a Texas Water Development Board application relative to the Brookshire-Katy Drainage District Regional Stormwater Detention Basin and Multi-Use Recreation project.

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

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

DRAFT

## PROCUREMENT DIRECTOR

29. *Court addressed Item 29 earlier in the meeting. (page 3)*

30. *Court addressed item 30 earlier in the meeting. (page 3)*

## IT DEPARTMENT

31. Approve contract with Sparklight for the new Maintenace facility at a monthly rate of 279.88 for a 36-month term to be paid from line item 125-411-542502 [Internet].

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

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

## COMMISSIONER, PRECINCT 3

32. Discuss and take action to waive the fee for the Community Center for a Business in Development event hosted by PVAMU Extension and Precinct 3 Commissioner on the following dates from 1:00pm-10:00pm:

    July 15th, 22nd, & 29th,
    August 5th, 19th, & 26th,
    September 2nd, & 10th.

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

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

## DIRECTOR OF FACILITIES

33. Approve payment of $[illegible] Application #16 to SEDALCO from line item 125-600-581620 [Justice Center Modulars]. ***and***

34. Approve Payment of $[illegible]450,[illegible]78.12 for Application #32 to SEDALCO, Inc. to be paid from the following line items:
    $54,026.9[illegible]604-604-54[illegible]045 [Professional Services].
    $1,396,751.2[illegible]604-604-[illegible]31000 [Bldg Purch, Const, or Improv].

    Motion to approve b[illegible] Agenda Items #33 and #34 made by Commissioner Jones, seconded by Commissioner Beckendorff.
    **Motion carried** by 5-0 vote.

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

35. Discuss and take action on the Tower and Bell Options.

    Commissioner Amsler made motion to select Option 3, seconded by Commissioner Beckendorff.
    **Motion carried** by 5-0 vote.

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

DRAFT

36. Discuss and take action on quote courtroom pews for new courthouse.

    Judge made motion to select #24 subject to the legal working out the purchase order terms, seconded by Commissioner Beckendorff.
    **Motion carried** by 5-0 vote.

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

37. Discuss and take action on the contract for the courthouse furniture.

    Judge Duhon made motion to approve those quotes on the courthouse furniture, seconded by Commissioner Jones.
    **Motion carried** by 5-0 vote.

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

38. Discuss and take action on the floor plan designs for the third floor Courtrooms.

    Judge Duhon made motion to approve moving forward with the design and an early package for under floor plumbing and electrical, seconded by Commissioner Beckendorff.
    **Motion carried** by 5-0 vote.

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

## MISCELLANEOUS

39. Discuss and take action on recommendation for office locations for Waller County Departments.

    Judge Duhon made motion that we approve these office locations with the addition of County Clerk in the new Courthouse, seconded by Commissioner Jones.
    **Motion carried** by 5-0 vote.

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

40. **Discussion** on possible issuance of 2025 tax notes. *No action required.*

41. Discuss and take possible action to approve a resolution expressing the County's intent to reimburse its for certain expenditures.

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

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

***Advanced to Agenda Items 43-49***

43. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to 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. ***and***

44. 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.

    Motion to approve items 43 and 44 made by Commissioner Beckendorff, seconded by Commissioner Jones.

DRAFT

**Motion carried** by 5-0 vote.

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

## EXECUTIVE SESSION

45. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.
46. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
47. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.
48. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.

**Court convened to Executive Session at 11:07 a.m.**
**Court reconvened from Executive Session at 11:49 a.m.**

***Returned to Agenda Item 42***

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

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

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

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

## ADJOURN MEETING

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

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

Meeting was **ADJOURNED** at 1:50 a.m.

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

_____
Debbie Hollan
Waller County Clerk

**APPROVED this the 23rd day of July 2025.**

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

DRAFT

Waller County, TX

# Payable Register

## Payable Detail by Vendor Name

Packet: APPKT02694 - 07/31/2025 RET INS



| Payable # / Payable Description | Payable Type / Bank Code | Post Date | Payable Date | Due Date | Discount Date / On Hold | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| **Vendor:** 18425 - AMWINS GROUP BENEFITS | | | | | | | | | **Vendor Total:** | **22,900.00** |
| Aug 2025<br>County Portion Aug 2025 | Invoice<br>APBNK - APBNK | 8/1/2025 | 8/1/2025 | 8/1/2025 | 8/1/2025<br>No | 22,900.00 | 0.00 | 0.00 | 0.00 | 22,900.00 |

**Items**

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|
| County Portion Aug 2025 | N/A | 0.00 | 0.00 | 22,900.00 | 0.00 | 0.00 | 0.00 | 22,900.00 |

**Distributions**

| Account Number | Account Name | Project Account Key | Amount | Percent |
|---|---|---|---|---|
| 125-685-520303 | Health Insurance | | 22,900.00 | 100.00% |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Vendor:** 07548 - TAC HEBP | | | | | | | | | **Vendor Total:** | **20,352.26** |
| Aug 2025 County<br>BCBS Co Portion Ret Prem Aug 2025 | Invoice<br>APBNK - APBNK | 8/1/2025 | 8/1/2025 | 8/1/2025 | 8/1/2025<br>No | 13,472.68 | 0.00 | 0.00 | 0.00 | 13,472.68 |

**Items**

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|
| BCBS Co Portion Ret Prem Aug 2025 | N/A | 0.00 | 0.00 | 13,472.68 | 0.00 | 0.00 | 0.00 | 13,472.68 |

**Distributions**

| Account Number | Account Name | Project Account Key | Amount | Percent |
|---|---|---|---|---|
| 125-685-520303 | Health Insurance | | 13,472.68 | 100.00% |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Aug 2025 Retiree<br>BCBS Retiree Payment Aug 2025 | Invoice<br>APBNK - APBNK | 8/1/2025 | 8/1/2025 | 8/1/2025 | 8/1/2025<br>No | 6,879.58 | 0.00 | 0.00 | 0.00 | 6,879.58 |

**Items**

| Item Description | Commodity | Units | Price | Amount | Tax | Shipping | Discount | Total |
|---|---|---|---|---|---|---|---|---|
| BCBS Retiree Payment Aug 2025 | N/A | 0.00 | 0.00 | 6,879.58 | 0.00 | 0.00 | 0.00 | 6,879.58 |

**Distributions**

| Account Number | Account Name | Project Account Key | Amount | Percent |
|---|---|---|---|---|
| 999-203-111200 | Medical Insurance | | 6,879.58 | 100.00% |

# Payable Summary

| Type | Count | Gross | Tax | Shipping | Discount | Total | Manual Payment | Balance |
|---|---|---|---|---|---|---|---|---|
| Invoice | 3 | 43,252.26 | 0.00 | 0.00 | 0.00 | 43,252.26 | 0.00 | 43,252.26 |
| | **Grand Total:** | **43,252.26** | **0.00** | **0.00** | **0.00** | **43,252.26** | **0.00** | **43,252.26** |

# Account Summary

| Account | Name | | Amount |
|---|---|---|---|
| 125-685-520303 | Health Insurance | | 36,372.68 |
| | | **Total:** | **36,372.68** |

| Account | Name | | Amount |
|---|---|---|---|
| 999-203-111200 | Medical Insurance | | 6,879.58 |
| | | **Total:** | **6,879.58** |

# Monthly Report of Joan Sargent, Waller County Treasurer

**JUNE 2025**

**THE STATE OF TEXAS**
**COUNTY OF WALLER**

## AFFIDAVIT

Pursuant to LGC 114.026, I, Joan Sargent, Waller County Treasurer do hereby submit The Treasurer's Monthly Report. This report includes, but is not limited to, money received and disbursed, debts due to and owed by the County, and other financial proceedings in the Treasurer's Office. The Treasurer's Books agree with the Auditor's General Ledger and the Bank Statements have been reconciled.

All investments are in compliance with both the Public Funds Investment Act and the Waller County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorties. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". {GC 2256.023}

Therefore, Joan Sargent, County Treasurer of Waller County, Texas, who being fully sworn, upon oath says that the whithin and foregoing report is true and correct to the best of her knowledge.

Filing with accompanying vouchers this **23rd day of July, 2025**

Page 1 General Operating Account Funds report of money received and disbursed
Page 2 Special Funds report of money received and disbursed
Page 3 Investment Portfolio by fund
Page 4 Long Term Debt
Attachment A Unpaid claims

Joan Sargent
Joan Sargent, CIO, CCT
Waller County Treasurer

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statues as referenced. {LGC 114.026(d)}

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} $210,885,645.46 Month Ending Balance

**Commissioners' Court Approval:**

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

**ATTEST:**

Debbie Hollan, County Clerk

Date

# Monthly Report of Joan Sargent, Waller County Treasurer

## JUNE 2025



| Fund | Beginning Balance | Total Received | Total Disbursed | Adjust-ments | Account Balances | TexPool Investments | TX Class Investments | Total Fund Balance |
|---|---|---|---|---|---|---|---|---|
| **101 Voter Reg/Chapter 19** | $6,036.05 | $10.15 | $0.00 | $0.00 | $6,046.20 | $0.00 | $0.00 | **$6,046.20** |
| **108 Elections** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $167,540.24 | $0.00 | **$167,540.24** |
| **110 Road & Bridge** | $1,354,052.20 | $394,450.23 | $1,199,655.40 | $260,948.01 | $809,795.04 | $0.00 | $13,272,186.42 | **$14,081,981.46** |
| **111 Law Library** | $4,813.22 | $3,517.51 | $6,673.85 | $0.00 | $1,656.88 | $287,306.53 | $0.00 | **$288,963.41** |
| **112 Title IV Juv. Justice** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $101,831.53 | $0.00 | **$101,831.53** |
| **113 DC Recs. Pres.** | $92.68 | $51.50 | $139.17 | $0.00 | $5.01 | $28,495.12 | $0.00 | **$28,500.13** |
| **114 County RMPF** | $6,023.01 | $3,384.72 | $7,723.30 | $0.00 | $1,684.43 | $169,384.71 | $0.00 | **$171,069.14** |
| **115 CC Recs. Pres.** | $12,856.41 | $557,451.82 | $567,393.34 | $0.00 | $2,914.89 | $288,566.64 | $0.00 | **$291,481.53** |
| **116 CC Preservation** | $198.35 | $212.00 | $410.35 | $0.00 | $0.00 | $38,824.40 | $0.00 | **$38,824.40** |
| **117 Courthouse Security** | $6,562.62 | $4,726.22 | $9,563.04 | $0.00 | $1,725.80 | $290,035.23 | $0.00 | **$291,761.03** |
| **118 Graffiti** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $987.79 | $0.00 | **$987.79** |
| **119 JP Technology** | $1,694.39 | $2,217.15 | $3,272.38 | $0.00 | $639.16 | $83,901.69 | $0.00 | **$84,540.85** |
| **120 DC/Child Abuse Prev** | $6.32 | $2.52 | $8.84 | $0.00 | $0.00 | $1,821.59 | $0.00 | **$1,821.59** |
| **121 Family Protection** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,510.18 | $0.00 | **$42,510.18** |
| **122 Guardianship** | $711.27 | $200.00 | $911.27 | $0.00 | $0.00 | $70,539.67 | $0.00 | **$70,539.67** |
| **123 Justice Crt. Sec.** | $28.81 | $14.52 | $38.59 | $0.00 | $4.74 | $26,532.36 | $0.00 | **$26,537.10** |
| **124 CC-Technology** | $67.09 | $4.84 | $71.93 | $0.00 | $0.00 | $9,268.17 | $0.00 | **$9,268.17** |
| **125 General** | $270,590.83 | $3,827,655.50 | $3,978,903.29 | -$260,648.01 | -$141,304.97 | $42,180,488.29 | $38,935,059.20 | **$80,974,242.52** |
| **126 DC-Technology** | $15.04 | $4.29 | $19.33 | $0.00 | $0.00 | $4,660.74 | $0.00 | **$4,660.74** |
| **127 CC-RPD** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,986.63 | $0.00 | **$38,986.63** |
| **128 DC-RPD** | $0.00 | $30.02 | $20.00 | $0.00 | $10.02 | $31,549.41 | $0.00 | **$31,559.43** |
| **129 DA Pretrial Div. Fee** | $0.00 | $7,591.81 | $5,888.95 | $0.00 | $1,702.86 | $78,766.26 | $0.00 | **$80,469.12** |
| **131 Juv. Case Manager** | $1,950.66 | $33.20 | $0.00 | $0.00 | $1,983.86 | $0.00 | $0.00 | **$1,983.86** |
| **132 Fire Marshal Fund** | $74,832.30 | $124.29 | $909.82 | $0.00 | $74,046.77 | $0.00 | $0.00 | **$74,046.77** |
| **135 Court Facility** | $71,838.82 | $2,132.58 | $0.00 | $0.00 | $73,971.40 | $0.00 | $0.00 | **$73,971.40** |
| **137 Justice Crt. Support** | $99,139.79 | $4,273.58 | $0.00 | $0.00 | $103,413.37 | $0.00 | $0.00 | **$103,413.37** |
| **181 Available School** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $771,026.42 | **$771,026.42** |
| **186 Ogg Trust** | $20,261.78 | $34.07 | $0.00 | $0.00 | $20,295.85 | $0.00 | $0.00 | **$20,295.85** |
| **191 Narcotic Program** | $10.69 | $0.00 | $0.00 | $0.00 | $10.69 | $0.00 | $0.00 | **$10.69** |
| **192 Federal Forfeiture** | $0.00 | $1,806.31 | $1,806.31 | $0.00 | $0.00 | $147,931.47 | $0.00 | **$147,931.47** |
| **212 SCAAP-Federal Rev.** | $122,183.35 | $0.00 | $0.00 | $0.00 | $122,183.35 | $0.00 | $0.00 | **$122,183.35** |
| **228 CJD-VOCA #4254701** | -$12,573.66 | $0.00 | $5,849.35 | $0.00 | -$18,423.01 | $0.00 | $0.00 | **-$18,423.01** |
| **234 STEP CMV-00029** | -$5,036.34 | $1,978.67 | $1,221.63 | $0.00 | -$4,279.30 | $0.00 | $0.00 | **-$4,279.30** |
| **235 STEP COMP-00094** | -$7,553.92 | $0.00 | $6,163.39 | $0.00 | -$13,717.31 | $0.00 | $0.00 | **-$13,717.31** |
| **241 ARPA Grant** | $412,551.88 | $0.00 | $79,520.90 | $0.00 | $333,030.98 | $0.00 | $0.00 | **$333,030.98** |
| **244 LHMPP Grant** | -$22,620.00 | $0.00 | $0.00 | $0.00 | -$22,620.00 | $0.00 | $0.00 | **-$22,620.00** |
| **245 CDBG-MIT Brookshire** | -$25.80 | $32,962.79 | $32,962.79 | $0.00 | -$25.80 | $0.00 | $0.00 | **-$25.80** |
| **246 CDBG-MIT Prairie View** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| **247 C4 Radio Grant #5005301** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| **307 SAVNS Grant#1446517** | $0.00 | $4,642.83 | $4,642.83 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| **311 Formula Grant** | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| **318 TJJD-A** | $76,474.02 | $52,141.00 | $16,856.78 | $0.00 | $111,758.24 | $0.00 | $0.00 | **$111,758.24** |
| **324 SB22 Grant - DA** | $154,937.05 | $223.38 | $22,080.15 | $0.00 | $133,080.28 | $0.00 | $0.00 | **$133,080.28** |
| **325 SB22 Grant - SO** | $276,283.19 | $401.19 | $37,665.51 | $0.00 | $239,018.87 | $0.00 | $0.00 | **$239,018.87** |
| **326 HGAC Recycle Grant** | -$3,121.75 | $0.00 | $32,118.19 | $0.00 | -$35,239.94 | $0.00 | $0.00 | **-$35,239.94** |
| **413 SETH Grant** | $50,000.00 | $0.00 | $0.00 | $0.00 | $50,000.00 | $0.00 | $0.00 | **$50,000.00** |
| **515 Debt Service** | $110,175.31 | $131,081.22 | $242,551.67 | $1,595.65 | $300.51 | $0.00 | $3,032,952.91 | **$3,033,253.42** |
| **602 Tax Notes, Series 2020** | $932.15 | $0.00 | $0.00 | -$932.15 | $0.00 | $0.00 | $0.00 | **$0.00** |
| **603 Tax Notes, Series 2022** | $663.50 | $0.00 | $0.00 | -$663.50 | $0.00 | $0.00 | $0.00 | **$0.00** |
| **604 Co. Courthouse Project** | $0.00 | $2,133,497.43 | $2,133,497.43 | $0.00 | $0.00 | $0.00 | $2,089,976.69 | **$2,089,976.69** |
| **605 Mobility Bond Ser 2024** | $0.00 | $276,769.90 | $276,769.90 | $0.00 | $0.00 | $0.00 | $106,090,401.44 | **$106,090,401.44** |
| **999 Payroll** | $536,474.42 | $2,710,711.52 | $2,705,298.93 | $0.00 | $541,887.01 | $0.00 | $0.00 | **$541,887.01** |
| **Totals** | **$3,621,525.73** | **$10,154,338.76** | **$11,380,608.61** | **$300.00** | **$2,395,555.88** | **$44,089,928.65** | **$164,191,603.08** | **$210,677,087.61** |
| | | | | Plus Outstanding Checks | $3,095,699.99 | | | |
| | | | | **Treasurer's Bank Balance** | **$5,491,255.87** | | | |
| | | | | PB Statement Balance | $5,491,255.87 | | | |
| | | | | **Reconciled Bank Balance** | **$5,491,255.87** | | | |

# Monthly Report of Joan Sargent, Waller County Treasurer
## JUNE 2025



### Miscellaneous Accounts

| Fund | Beginning Balance | Total Received | Total Disbursed | Adjust-ments | Account Balances | TexPool Investments | TX Class Investments | Total Fund Balance |
|---|---|---|---|---|---|---|---|---|
| **188 Dismuke Estate** | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** | $75,573.01 | $0.00 | **$75,573.01** |
| | | | | Bank Statement Balance | $0.00 | | | |
| **189 Hospital Trust** | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** | $3,494.68 | $0.00 | **$3,494.68** |
| | | | | Bank Statement Balance | $0.00 | | | |
| **238 GLO Buyout/Acq Grant** | $373.93 | $0.23 | $0.00 | $0.00 | **$374.16** | $0.00 | $0.00 | **$374.16** |
| | | | | Add Outstanding Checks | $0.00 | | | |
| | | | | Bank Statement Balance | $374.16 | | | |
| **239 GLO Infrastructure Grant** | $787.96 | $174,971.54 | $174,935.11 | $0.00 | **$824.39** | $0.00 | $0.00 | **$824.39** |
| | | | | Add Outstanding Checks | $0.00 | | | |
| | | | | Bank Statement Balance | $824.39 | | | |
| **801 JP1 Report Acct** | $20,563.54 | $59,900.54 | $59,677.10 | $0.00 | **$20,786.98** | $0.00 | $0.00 | **$20,786.98** |
| | | | | Bank Statement Balance | $20,786.98 | | | |
| **802 JP2 Report Acct** | $6,900.09 | $21,437.62 | $19,358.10 | $0.00 | **$8,979.61** | $0.00 | $0.00 | **$8,979.61** |
| | | | | Bank Statement Balance | $8,979.61 | | | |
| **803 JP3 Report Acct** | $16,104.87 | $9.93 | $0.00 | $0.00 | **$16,114.80** | $0.00 | $0.00 | **$16,114.80** |
| | | | | Bank Statement Balance | $16,114.80 | | | |
| **804 JP4 Report Acct** | $22,964.60 | $46,624.03 | $49,617.62 | $0.00 | **$19,971.01** | $0.00 | $0.00 | **$19,971.01** |
| | | | | Bank Statement Balance | $19,971.01 | | | |
| **805 DC E-Filing** | $1,198.63 | $11,724.99 | $12,708.70 | $0.00 | **$214.92** | $0.00 | $0.00 | **$214.92** |
| | | | | Bank Statement Balance | $214.92 | | | |
| **807 CC Recording Fee** | $20,947.44 | $49,888.22 | $55,296.00 | $0.00 | **$15,539.66** | $0.00 | $0.00 | **$15,539.66** |
| | | | | Bank Statement Balance | $15,539.66 | | | |
| **808 CC Credit Card** | $2,677.80 | $12,688.09 | $11,944.50 | $0.00 | **$3,421.39** | $0.00 | $0.00 | **$3,421.39** |
| | | | | Bank Statement Balance | $3,421.39 | | | |
| **810 CC E-Filing** | $7,456.68 | $7,124.99 | $3,441.00 | $0.00 | **$11,140.67** | $0.00 | $0.00 | **$11,140.67** |
| | | | | Bank Statement Balance | $11,140.67 | | | |
| **811 DC Credit Card** | $2,145.80 | $17,839.01 | $19,537.70 | $0.00 | **$447.11** | $0.00 | $0.00 | **$447.11** |
| | | | | Bank Statement Balance | $447.11 | | | |
| **812 R&B Credit Card** | $43,689.66 | $89,096.74 | $112,054.45 | $0.00 | **$20,731.95** | $0.00 | $0.00 | **$20,731.95** |
| | | | | Bank Statement Balance | $20,731.95 | | | |
| **814 FM Credit Card** | $1,307.57 | $57,384.77 | $54,719.65 | $0.00 | **$3,972.69** | $0.00 | $0.00 | **$3,972.69** |
| | | | | Bank Statement Balance | $3,972.69 | | | |
| **815 Environmental Cr Card** | $3,387.30 | $13,787.27 | $13,545.00 | $0.00 | **$3,629.57** | $0.00 | $0.00 | **$3,629.57** |
| | | | | Bank Statement Balance | $3,629.57 | | | |
| **816 JP1 Efile** | $828.69 | $927.56 | $810.00 | $0.00 | **$946.25** | $0.00 | $0.00 | **$946.25** |
| | | | | Bank Statement Balance | $946.25 | | | |
| **817 JP2 Efile** | $34.33 | $737.05 | $406.00 | $0.00 | **$365.38** | $0.00 | $0.00 | **$365.38** |
| | | | | Bank Statement Balance | $365.38 | | | |
| **818 JP3 Efile** | $3,349.46 | $142.61 | $3,105.00 | $0.00 | **$387.07** | $0.00 | $0.00 | **$387.07** |
| | | | | Bank Statement Balance | $387.07 | | | |
| **819 JP4 Efile** | $1,123.08 | $2,153.26 | $1,918.00 | $0.00 | **$1,358.34** | $0.00 | $0.00 | **$1,358.34** |
| | | | | Bank Statement Balance | $1,358.34 | | | |
| **820 Treasurer Credit Card** | $69.12 | $4,675.55 | $4,460.46 | $0.00 | **$284.21** | $0.00 | $0.00 | **$284.21** |
| | | | | Bank Statement Balance | $284.21 | | | |

# WALLER COUNTY
# INVESTMENT PORTFOLIO FOR MONTH ENDING
# JUNE 2025

**ACTIVITY**

| FINANCIAL INSTRUMENT AND INVESTED FUND | PURCHASE PRICE | MTD YIELD | BEGINNING BALANCE | TRANSFERS | MTD INTEREST | ENDING BALANCE |
|---|---|---|---|---|---|---|
| **TEXAS CLASS INVESTMENTS** | | | | | | |
| 125-General | $38,794,454.39 | 4.4021% | $38,794,454.39 | $0.00 | $140,604.81 | $38,935,059.20 |
| 110-R&B | $13,224,257.02 | 4.4021% | $13,224,257.02 | $0.00 | $47,929.40 | $13,272,186.42 |
| 515-Debt Service | $2,780,605.35 | 4.4021% | $2,780,605.35 | $242,151.67 | $10,195.89 | $3,032,952.91 |
| 181-Permanent School | $768,242.03 | 4.4021% | $768,242.03 | $0.00 | $2,784.39 | $771,026.42 |
| 604-Co Courthouse Project | $4,209,257.99 | 4.4021% | $4,209,257.99 | ($2,133,497.43) | $14,216.13 | $2,089,976.69 |
| 605-Mobility Bond 2024 | $105,983,185.66 | 4.4021% | $105,983,185.66 | ($276,769.90) | $383,985.68 | $106,090,401.44 |
| **TEXPOOL INVESTMENTS** | | | | | | |
| 108-Elections | $166,950.63 | 4.2970% | $166,950.63 | $0.00 | $589.61 | $167,540.24 |
| 111-Law Library | $280,199.83 | 4.2970% | $280,199.83 | $6,114.20 | $992.50 | $287,306.53 |
| 112-Title IV Juvenile Justice | $101,473.17 | 4.2970% | $101,473.17 | $0.00 | $358.36 | $101,831.53 |
| 113-RPF District Clerk | $28,256.11 | 4.2970% | $28,256.11 | $139.17 | $99.84 | $28,495.12 |
| 114-County RMPF | $161,088.79 | 4.2970% | $161,088.79 | $7,723.30 | $572.62 | $169,384.71 |
| 115-RPF County Clerk | $826,058.15 | 4.2970% | $826,058.15 | ($540,151.67) | $2,660.16 | $288,566.64 |
| 116-CC Preservation | $38,278.62 | 4.2970% | $38,278.62 | $410.35 | $135.43 | $38,824.40 |
| 117-Courthouse Security | $279,480.56 | 4.2970% | $279,480.56 | $9,563.04 | $991.63 | $290,035.23 |
| 118-Graffiti | $984.19 | 4.2970% | $984.19 | $0.00 | $3.60 | $987.79 |
| 119-JP Technology | $80,344.02 | 4.2970% | $80,344.02 | $3,272.38 | $285.29 | $83,901.69 |
| 120-DC Child Abuse Prev. | $1,806.41 | 4.2970% | $1,806.41 | $8.84 | $6.34 | $1,821.59 |
| 121-Family Protect Fee | $42,360.59 | 4.2970% | $42,360.59 | $0.00 | $149.59 | $42,510.18 |
| 122-Guardianship | $69,382.90 | 4.2970% | $69,382.90 | $911.27 | $245.50 | $70,539.67 |
| 123-Justice Court Security | $26,400.49 | 4.2970% | $26,400.49 | $38.59 | $93.28 | $26,532.36 |
| 124-CC Technology | $9,163.86 | 4.2970% | $9,163.86 | $71.93 | $32.38 | $9,268.17 |
| 125-General | $44,524,428.37 | 4.2970% | $44,524,428.37 | ($2,500,000.00) | $156,059.92 | $42,180,488.29 |
| 126-DC Technology | $4,625.12 | 4.2970% | $4,625.12 | $19.33 | $16.29 | $4,660.74 |
| 127-CC RP Digitizing | $38,849.43 | 4.2970% | $38,849.43 | $0.00 | $137.20 | $38,986.63 |
| 128-DC RP Digitizing | $31,418.44 | 4.2970% | $31,418.44 | $20.00 | $110.97 | $31,549.41 |
| 129-DA Pretrial Diversion | $84,360.11 | 4.2970% | $84,360.11 | ($5,888.95) | $295.10 | $78,766.26 |
| 188-Dismuke | $75,307.09 | 4.2970% | $75,307.09 | $0.00 | $265.92 | $75,573.01 |
| 189-Hospital | $3,482.37 | 4.2970% | $3,482.37 | $0.00 | $12.31 | $3,494.68 |
| 192-Federal Forfeiture | $145,610.04 | 4.2970% | $145,610.04 | $1,806.31 | $515.12 | $147,931.47 |
| **TOTALS** | **$212,780,311.73** | | **$212,780,311.73** | **($5,184,057.57)** | **$764,345.26** | **$208,360,599.42** |

**STATISTICS**

1. **THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.**
2. **CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.**
3. **AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH 4.31%**
4. **THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: $208,360,599.42**
5. **PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: $45,044,195.26**
   **THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK.**
6. **TexPool Rated: AAAm by Standard & Poor's.**
7. **Texas CLASS Rated: AAAm by Standard & Poor's.**
8. **THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.**

# WALLER COUNTY, TEXAS

## Summary of Debt

**Prepared by Alan Younts, Waller County Auditor**

### Total Capital Leases

| Year | Principal | Interest |
|---|---|---|
| 2024 | $0.00 | $0.00 |
| 2025 | $0.00 | $0.00 |
| 2026 | $0.00 | $0.00 |
| 2027 | $0.00 | $0.00 |
| 2028 | $0.00 | $0.00 |
| 2029-2033 | $0.00 | $0.00 |
| 2034-2038 | $0.00 | $0.00 |
| 2039-2043 | $0.00 | $0.00 |
| | $0.00 | $0.00 |

### Total Bonds

| Year | Principal | Interest |
|---|---|---|
| 2024 | $4,085,000.00 | $2,679,200.76 |
| 2025 | $4,235,000.00 | $2,534,241.01 |
| 2026 | $4,390,000.00 | $2,375,519.76 |
| 2027 | $4,560,000.00 | $2,209,879.01 |
| 2028 | $4,035,000.00 | $2,036,175.01 |
| 2029-2033 | $18,310,000.00 | $7,907,912.55 |
| 2034-2038 | $21,020,000.00 | $4,174,646.60 |
| 2039-2043 | $10,630,000.00 | $1,100,575.00 |
| | $71,265,000.00 | $25,018,149.70 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| QUILL CORPORATION | 04/18/23 | 3675 | $ 132.06 |
| SPARKLIGHT | 07/05/23 | 5416 | $ (322.29) |
| TURNER PIERCE AND FULTZ INC. | 08/01/23 | 6062 | $ 323.77 |
| VERIZON | 08/15/23 | 6470 | $ (37.99) |
| RICOH USA, INC. | 09/26/23 | 7478 | $ 260.24 |
| ENTEC PEST MANAGEMENT INC | 10/30/23 | 8234 | $ 250.00 |
| NAPA AUTO PARTS | 01/11/24 | 9982 | $ 170.88 |
| HOMETOWN HARDWARE | 01/22/24 | 10186 | $ 202.32 |
| NAPA AUTO PARTS | 01/26/24 | 10292 | $ 20.34 |
| BECKENDORFF, JUSTIN | 03/07/24 | 11503 | $ 203.05 |
| KING RANCH AG & TURF | 04/11/24 | 12554 | $ (16.00) |
| LIMITED SALES, EXCISE, AND USE TAX | 04/29/24 | 12916 | $ 196.40 |
| AT&T -CWO | 07/12/24 | 14793 | $ 47,228.98 |
| DIRECT ENERGY BUSINESS,LLC | 10/17/24 | 17540 | $ 34.53 |
| OTIS ELEVATOR COMPANY | 10/18/24 | 17585 | $ 1,993.64 |
| WALLER COUNTY TAX ASSESSOR | 10/29/24 | 17900 | $ 67.50 |
| HOUSTON AREA POLICE CHIEFS ASSOCIATION | 11/18/24 | 18477 | $ 60.00 |
| CARRINGTON,PATRICE | 12/02/24 | 18727 | $ 300.00 |
| CARRINGTON,PATRICE | 12/02/24 | 18728 | $ 300.00 |
| GUINN & ASSOCIATES, PLLC | 12/16/24 | 19206 | $ 1,420.00 |
| XEROX CORPORATION | 01/02/25 | 19571 | $ 276.13 |
| XEROX CORPORATION | 01/02/25 | 19572 | $ 257.51 |
| XEROX CORPORATION | 01/02/25 | 19573 | $ 205.59 |
| XEROX CORPORATION | 01/06/25 | 19692 | $ 224.82 |
| XEROX CORPORATION | 01/06/25 | 19693 | $ 298.95 |
| BECKENDORFF, JUSTIN | 01/06/25 | 19695 | $ 52.34 |
| XEROX CORPORATION | 01/09/25 | 19776 | $ 168.36 |
| PAPE-DAWSON ENGINEERS | 01/09/25 | 19794 | $ 1,930.50 |
| PAPE-DAWSON ENGINEERS | 01/09/25 | 19796 | $ 4,752.00 |
| TAE4-HYDP DISTRICT 9 | 01/16/25 | 20013 | $ 110.00 |
| TAE4-HYDP DISTRICT 9 | 01/16/25 | 20014 | $ 110.00 |
| PCN STRATEGIES | 01/16/25 | 20022 | $ 387.66 |
| KATY TIMES | 02/10/25 | 20619 | $ 110.25 |
| KATY TIMES | 02/10/25 | 20620 | $ 110.25 |
| DIRECT ENERGY BUSINESS, LLC | 02/13/25 | 20822 | $ 34.53 |
| DIRECT ENERGY BUSINESS, LLC | 02/13/25 | 20823 | $ 31.97 |
| DIRECT ENERGY BUSINESS, LLC | 02/13/25 | 20824 | $ 23.83 |
| DIRECT ENERGY BUSINESS, LLC | 02/19/25 | 20841 | $ 23.44 |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 02/28/25 | 21269 | $ 60,106.00 |
| XEROX CORPORATION | 03/24/25 | 21945 | $ 238.47 |
| COMPUCYCLE | 03/26/25 | 21985 | $ 1,334.35 |
| BRADY INDUSTRIES | 03/26/25 | 22035 | $ 1,823.01 |
| BRADY INDUSTRIES | 04/10/25 | 22444 | $ 1,347.28 |
| GALLS, LLC | 04/16/25 | 22591 | $ 26.40 |
| GALLS, LLC | 04/16/25 | 22592 | $ 29.99 |
| GALLS, LLC | 04/16/25 | 22593 | $ 18.99 |
| GALLS, LLC | 04/16/25 | 22594 | $ 303.70 |
| GALLS, LLC | 04/16/25 | 22595 | $ 309.95 |
| INNOVATIVE COMMUNICATION SYSTEMS | 04/21/25 | 22694 | $ 175.00 |
| DIRECT ENERGY BUSINESS, LLC | 04/21/25 | 22762 | $ 68.39 |
| ODP BUSINESS SOLUTIONS, LLC | 04/22/25 | 22855 | $ 540.99 |
| BRADY INDUSTRIES | 04/22/25 | 22865 | $ 3,386.84 |
| BRADY INDUSTRIES | 04/22/25 | 22868 | $ 1,748.20 |
| BRADY INDUSTRIES | 04/22/25 | 22869 | $ 669.68 |
| BRADY INDUSTRIES | 04/22/25 | 22870 | $ 1,185.75 |
| FORD, RUSSELL | 04/28/25 | 22968 | $ 65.00 |
| QUILL CORPORATION | 04/28/25 | 22980 | $ 3,114.85 |
| ODP BUSINESS SOLUTIONS, LLC | 04/29/25 | 22990 | $ 469.63 |
| GULF COAST CHAPTER TAAO | 05/05/25 | 23142 | $ 25.00 |
| VERIZON | 05/05/25 | 23153 | $ 37.99 |
| INNOVATIVE COMMUNICATION SYSTEMS | 05/05/25 | 23169 | $ 43.75 |
| C&C SPORTS & APPAREL | 05/05/25 | 23173 | $ 224.00 |
| LIBERTY TIRE RECYCLING, LLC | 05/14/25 | 23484 | $ 1,497.25 |
| MOTOROLA SOLUTIONS, INC. | 05/19/25 | 23574 | $ 618.75 |
| DANA SAFETY SUPPLY, INC. | 05/19/25 | 23601 | $ 16,905.61 |
| DANA SAFETY SUPPLY, INC. | 05/19/25 | 23603 | $ 13,712.38 |
| XEROX CORPORATION | 05/19/25 | 23619 | $ 341.19 |
| LDD BLUELINE | 05/20/25 | 23689 | $ 3,093.75 |
| LDD BLUELINE | 05/20/25 | 23690 | $ 4,024.68 |
| LDD BLUELINE | 05/20/25 | 23691 | $ 4,982.80 |
| LDD BLUELINE | 05/20/25 | 23692 | $ 13,127.18 |
| LDD BLUELINE | 05/20/25 | 23693 | $ 2,408.43 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| C&C SPORTS & APPAREL | 05/23/25 | 23833 | $ 230.72 |
| FEDEX | 05/23/25 | 23835 | $ 9.28 |
| SPARKLIGHT | 05/27/25 | 23864 | $ (334.21) |
| ROGER N ADAIR | 05/27/25 | 23876 | $ 550.00 |
| SCHMIDT FUNERAL HOME | 05/29/25 | 23916 | $ 675.00 |
| SCHMIDT FUNERAL HOME | 06/03/25 | 23969 | $ 1,125.00 |
| JK GRAPHICS, INC. | 06/04/25 | 24026 | $ 1,114.00 |
| HD SUPPLY FACILITIES MAINTENCE, LTD. | 06/04/25 | 24045 | $ (942.42) |
| HD SUPPLY FACILITIES MAINTENCE, LTD. | 06/04/25 | 24046 | $ (650.20) |
| RICOH USA INC. | 06/04/25 | 24052 | $ 22.66 |
| HARRIS COUNTY RADIO SERVICES | 06/04/25 | 24058 | $ 45.00 |
| REPUBLIC SERVICES #473 | 06/04/25 | 24060 | $ (639.12) |
| SCPDC | 06/04/25 | 24072 | $ 740.42 |
| INNOVATIVE COMMUNICATION SYSTEMS | 06/04/25 | 24073 | $ 787.50 |
| WALLER COUNTY ECONOMIC DEV. | 06/04/25 | 24080 | $ 75,000.00 |
| HART INTERCIVIC, INC | 06/04/25 | 24085 | $ 429.34 |
| FORT BEND MEDICAL EXAMINER | 06/04/25 | 24086 | $ 5,200.00 |
| STATE COMPTROLLER | 06/04/25 | 24090 | $ 100.00 |
| COP STOP | 06/04/25 | 24107 | $ 176.00 |
| VERIZON | 06/05/25 | 24139 | $ 37.99 |
| RICOH USA INC. | 06/05/25 | 24157 | $ 266.69 |
| KIMLEY-HORN AND ASSOCIATED, INC | 06/05/25 | 24190 | $ 6,817.25 |
| SCHAUMBURG & POLK, INC | 06/05/25 | 24191 | $ 7,814.98 |
| QUILL COROPORATION | 06/09/25 | 24261 | $ 118.14 |
| XEROX CORPORATION | 06/11/25 | 24303 | $ 192.11 |
| XEROX CORPORATION | 06/11/25 | 24308 | $ 589.68 |
| HOMETOWN HARDWARE | 06/11/25 | 24313 | $ 141.27 |
| HOMETOWN HARDWARE | 06/11/25 | 24314 | $ 22.28 |
| QUILL CORPORATION | 06/11/25 | 24321 | $ 118.14 |
| CITIBANK N.A | 06/11/25 | 24322 | $ 1,886.11 |
| HOMETOWN HARDWARE | 06/16/25 | 24353 | $ 53.99 |
| HOMETOWN HARDWARE | 06/16/25 | 24354 | $ 96.91 |
| HOMETOWN HARDWARE | 06/16/25 | 24355 | $ 151.49 |
| HOMETOWN HARDWARE | 06/16/25 | 24356 | $ 49.98 |
| THE HOME DEPOT | 06/16/25 | 24380 | $ 4,764.99 |
| JOHNSTONE SUPPLY | 06/16/25 | 24385 | $ 9,010.40 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24392 | $ 3,226.01 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24393 | $ 2,321.67 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24394 | $ 3,182.97 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24395 | $ 3,084.17 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24396 | $ 1,513.42 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24397 | $ 2,358.57 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24398 | $ 3,114.98 |
| TEXAS STAR TRANSPORT, LLC | 06/16/25 | 24399 | $ 2,968.56 |
| HOMETOWN HARDWARE | 06/16/25 | 24401 | $ 37.97 |
| HOMETOWN HARDWARE | 06/16/25 | 24402 | $ 100.01 |
| HOMETOWN HARDWARE | 06/18/25 | 24433 | $ 225.64 |
| HOMETOWN HARDWARE | 06/18/25 | 24434 | $ 25.15 |
| HD SUPPLY FACILITIES MAINTENCE, LTD. | 06/18/25 | 24435 | $ 71.20 |
| HD SUPPLY FACILITIES MAINTENCE, LTD. | 06/18/25 | 24436 | $ (281.79) |
| ODP BUSINESS SOLUTIONS, LLC | 06/18/25 | 24437 | $ 191.52 |
| ODP BUSINESS SOLUTIONS, LLC | 06/18/25 | 24438 | $ 349.99 |
| JOHNSTONE SUPPLY | 06/18/25 | 24439 | $ 38.36 |
| UNITED AG & TURF | 06/18/25 | 24441 | $ 479.50 |
| RAVEN MECHANICAL | 06/18/25 | 24442 | $ 427.80 |
| RITE OF PASSAGE- INC | 06/18/25 | 24443 | $ 1,770.00 |
| RITE OF PASSAGE- INC | 06/18/25 | 24444 | $ 7,845.00 |
| YOUTH OPPORTUNITY INVESTMENTS, LLC | 06/18/25 | 24445 | $ 1,771.26 |
| VICTORIA REGIONAL JUVENILE JUSTICE/ DETENTION CENTER | 06/18/25 | 24446 | $ 12,400.00 |
| FORT BEND COUNTY JUVENILE PROBATION | 06/18/25 | 24447 | $ 3,850.00 |
| KING ARCHITECTURAL CONSULTING SERVICES PLLC | 06/18/25 | 24448 | $ 2,014.63 |
| AMERICAN FIRE SYSTEMS INC. | 06/18/25 | 24449 | $ 2,300.00 |
| QUADIENT FINANCE USA, INC. | 06/18/25 | 24450 | $ 389.11 |
| QUADIENT | 06/18/25 | 24451 | $ 511.59 |
| QUADIENT | 06/18/25 | 24452 | $ 644.97 |
| AMERICAN PATRIOT INDUSTRIES | 06/18/25 | 24453 | $ 762.81 |
| ULINE SHIPPING SUPPLY SPECIALISTS | 06/18/25 | 24454 | $ 686.46 |
| BATTISE-SEPEDA, IDA | 06/18/25 | 24455 | $ 370.00 |
| SPARKLIGHT | 06/18/25 | 24457 | $ 545.93 |
| GOODE, ROLFE W. | 06/18/25 | 24458 | $ 240.00 |
| VERIZON | 06/18/25 | 24459 | $ 151.96 |
| SEETS, MARTIN | 06/18/25 | 24460 | $ 45.00 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| LJA ENGINEERING | 06/18/25 | 24461 | $ 167,048.60 |
| APPLE FORD MERCURY | 06/18/25 | 24463 | $ 2,878.52 |
| APPLE FORD MERCURY | 06/18/25 | 24464 | $ 1,419.67 |
| O'REILLY AUTO PARTS | 06/18/25 | 24465 | $ 153.62 |
| O'REILLY AUTO PARTS | 06/18/25 | 24466 | $ 12.76 |
| ATRON SOLUTIONS, LLC | 06/18/25 | 24467 | $ 12,860.50 |
| LAROCHE | 06/18/25 | 24468 | $ 1,365.56 |
| RECOVERY MONITORING | 06/18/25 | 24469 | $ 100.00 |
| RECOVERY MONITORING | 06/18/25 | 24470 | $ 341.00 |
| RECOVERY MONITORING | 06/18/25 | 24471 | $ 341.00 |
| NAPA AUTO PARTS | 06/27/25 | 24471 | $ 65.40 |
| RECOVERY MONITORING | 06/18/25 | 24472 | $ 341.00 |
| NAPA AUTO PARTS | 06/27/25 | 24472 | $ 218.44 |
| RECOVERY MONITORING | 06/18/25 | 24473 | $ 341.00 |
| NAPA AUTO PARTS | 06/27/25 | 24473 | $ 160.00 |
| RECOVERY MONITORING | 06/18/25 | 24474 | $ 341.00 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24474 | $ 2,337.22 |
| RECOVERY MONITORING | 06/18/25 | 24475 | $ 341.00 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24475 | $ 746.64 |
| RECOVERY MONITORING | 06/18/25 | 24476 | $ 186.00 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24476 | $ 3,143.32 |
| AGUILAR, ALFONSO | 06/18/25 | 24477 | $ 200.00 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24477 | $ 3,070.13 |
| CIRRO ENERGY | 06/18/25 | 24478 | $ 38.55 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24478 | $ 2,455.86 |
| K-C LEASE SERVICE, INC. | 06/23/25 | 24479 | $ 21,028.19 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24479 | $ 2,438.79 |
| KING, JACK | 06/23/25 | 24480 | $ 140.73 |
| TEXAS STAR TRANSPORT, LLC | 06/27/25 | 24480 | $ 3,084.78 |
| HOMETOWN HARDWARE | 06/23/25 | 24481 | $ 61.93 |
| HOMETOWN HARDWARE | 06/23/25 | 24482 | $ 71.40 |
| HOMETOWN HARDWARE | 06/23/25 | 24483 | $ 74.73 |
| LOWE'S | 06/23/25 | 24484 | $ 892.98 |
| CONSOLIDATED COMMUNICATIONS | 06/23/25 | 24485 | $ 1,437.50 |
| FAYETTE COUNTY CSCD | 06/23/25 | 24486 | $ 795.00 |
| ALSCO | 06/23/25 | 24487 | $ 340.68 |
| ALSCO | 06/23/25 | 24488 | $ 58.38 |
| CLEVELAND ASPHALT PRODUCTS INC. | 06/23/25 | 24489 | $ 11,457.14 |
| LIBERTY TIRE RECYCLING, LLC | 06/23/25 | 24490 | $ 5,922.02 |
| ASCO EQUIPMENT | 06/23/25 | 24491 | $ 973.73 |
| RAINWATER, CHRISTOPHER | 06/23/25 | 24492 | $ 1,001.22 |
| REMKO, FIONA | 06/23/25 | 24493 | $ 156.10 |
| CUMMINS-ALLISON CORP | 06/23/25 | 24494 | $ 410.00 |
| CUMMINS-ALLISON CORP | 06/23/25 | 24495 | $ 1,866.42 |
| TDCAA | 06/23/25 | 24496 | $ 3,169.00 |
| PHILIPS VETERINARY HOSPITAL | 06/23/25 | 24497 | $ 329.00 |
| MOTOROLA SOLUTIONS, INC. | 06/23/25 | 24498 | $ 31,891.36 |
| MOTOROLA SOLUTIONS, INC. | 06/23/25 | 24499 | $ 12,509.24 |
| INDEPENDENT HEALTH SERVICES | 06/23/25 | 24500 | $ 3,399.42 |
| VANISH DOCUMENT SHREDDING | 06/23/25 | 24501 | $ 180.00 |
| R.J. VARGAS INESTIGATIONS | 06/23/25 | 24502 | $ 4,064.84 |
| ROCA CLEANING SERVICES | 06/23/25 | 24503 | $ 600.00 |
| BRIGHTLY SOFTWARE, INC. | 06/23/25 | 24504 | $ 13,821.08 |
| UNITED AG & TURF | 06/23/25 | 24505 | $ 322.82 |
| AMAZON CAPITAL SERVICES | 06/23/25 | 24506 | $ 298.99 |
| BRADY INDUSTRIES | 06/23/25 | 24507 | $ 3,034.10 |
| WILLIAMS SCOTSMAN, INC. | 06/23/25 | 24508 | $ 4,748.70 |
| IEA,INC | 06/23/25 | 24509 | $ 48,112.60 |
| COUNTYARD BY MARRIOT | 06/23/25 | 24510 | $ 494.58 |
| BRAZOS VALLEY PSYCHOLOGICAL SERVICES | 06/23/25 | 24511 | $ 4,500.00 |
| INTEGRATED PRESCRIPTION MANAGEMENT | 06/23/25 | 24512 | $ 28.35 |
| TEXAS JUSTICE COURT TRAINING CENTER | 06/23/25 | 24513 | $ 175.00 |
| TEXAS JUSTICE COURT TRAINING CENTER | 06/23/25 | 24514 | $ 175.00 |
| TEXAS JUSTICE COURT TRAINING CENTER | 06/23/25 | 24515 | $ 175.00 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24516 | $ 2,072.40 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24517 | $ 388.84 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24518 | $ 464.15 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24519 | $ 219.32 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24520 | $ 366.10 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24521 | $ 326.22 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24522 | $ 323.64 |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24523 | $ 16,641.08 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| SAN BERNARD ELECTRIC CO-OP | 06/23/25 | 24524 | $ 333.44 |
| DEPARTMENT OF INFORMATION RESOURCES | 06/23/25 | 24525 | $ 451.50 |
| SARGENT, JOAN | 06/23/25 | 24526 | $ 1,093.98 |
| PIERCE, CHERYL | 06/23/25 | 24527 | $ 54.60 |
| MCDONALD, PATRICE | 06/23/25 | 24528 | $ 88.20 |
| HUGHES & LEISSNER | 06/23/25 | 24529 | $ 600.00 |
| HUGHES & LEISSNER | 06/23/25 | 24530 | $ 600.00 |
| ERNEST BARRIENTOS, P.C. | 06/23/25 | 24531 | $ 2,000.00 |
| VERIZON | 06/23/25 | 24532 | $ 199.99 |
| VERIZON | 06/23/25 | 24533 | $ 1,168.61 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/23/25 | 24534 | $ 72.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/23/25 | 24535 | $ 72.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/23/25 | 24536 | $ 95.00 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/23/25 | 24537 | $ 160.64 |
| QUILL CORPORATION | 06/23/25 | 24538 | $ 55.30 |
| QUILL CORPORATION | 06/23/25 | 24539 | $ 207.51 |
| WELLS FARGO FINANCIAL SERVICES, LLC | 06/23/25 | 24540 | $ 176.43 |
| AGUILAR, ALFONSO | 06/23/25 | 24541 | $ 200.00 |
| XEROX CORPORATION | 06/23/25 | 24542 | $ 272.33 |
| BILL'S TIRE COMPANY | 06/23/25 | 24543 | $ 9.50 |
| BILL'S TIRE COMPANY | 06/23/25 | 24544 | $ 25.00 |
| BILL'S TIRE COMPANY | 06/23/25 | 24545 | $ 86.95 |
| NAPA AUTO PARTS | 06/23/25 | 24546 | $ 42.99 |
| NAPA AUTO PARTS | 06/23/25 | 24547 | $ 36.23 |
| NAPA AUTO PARTS | 06/23/25 | 24548 | $ 36.96 |
| NAPA AUTO PARTS | 06/23/25 | 24549 | $ 1,826.67 |
| DYNAMIC MOTORS AUTO REPAIR LLC | 06/23/25 | 24550 | $ 1,151.20 |
| SOUTHERN TIRE MART | 06/23/25 | 24551 | $ 768.42 |
| SOUTHERN TIRE MART | 06/23/25 | 24552 | $ 826.88 |
| ROYZ WINDOW TINT | 06/23/25 | 24553 | $ 89.00 |
| CITY OF PRAIRIE VIEW | 06/23/25 | 24554 | $ 31.45 |
| MAGNOLIA FUNERAL HOME, INC. | 06/23/25 | 24555 | $ 1,295.00 |
| MIDCOAST MEDICAL CENTER | 06/23/25 | 24556 | $ 23.13 |
| AMG PRINTING & MAILING | 06/23/25 | 24557 | $ 512.75 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24558 | $ 115.00 |
| KYLE OFFICE PRODUCTS | 06/23/25 | 24559 | $ 275.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24560 | $ 175.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24561 | $ 75.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24562 | $ 175.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24563 | $ 162.50 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24564 | $ 212.50 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24565 | $ 100.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24566 | $ 50.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24567 | $ 50.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24568 | $ 100.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24569 | $ 100.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24570 | $ 75.00 |
| WALLER COUNTY DISTRICT ATTORNEY'S OFFICE | 06/23/25 | 24571 | $ 100.00 |
| QUADIENT FINANCE USA, INC. | 06/23/25 | 24572 | $ 2,097.00 |
| CITY ELECTRIC SUPPLY | 06/23/25 | 24573 | $ 75.30 |
| DIRECT ENERGY BUSINESS, LLC | 06/23/25 | 24574 | $ 133.94 |
| DIRECT ENERGY BUSINESS, LLC | 06/23/25 | 24575 | $ 41.64 |
| DIRECT ENERGY BUSINESS, LLC | 06/23/25 | 24576 | $ 149.52 |
| DIRECT ENERGY BUSINESS, LLC | 06/23/25 | 24577 | $ 495.35 |
| DIRECT ENERGY BUSINESS, LLC | 06/23/25 | 24578 | $ 28.46 |
| DIRECT ENERGY BUSINESS, LLC | 06/23/25 | 24579 | $ 2,257.35 |
| CANON FINANCIAL SERVICES, INC. | 06/23/25 | 24580 | $ 461.91 |
| TEXAS PRIDE DISPOSAL | 06/23/25 | 24581 | $ 45.67 |
| HOMETOWN HARDWARE | 06/23/25 | 24582 | $ 18.60 |
| HOMETOWN HARDWARE | 06/23/25 | 24583 | $ 63.96 |
| HOMETOWN HARDWARE | 06/23/25 | 24584 | $ 14.99 |
| HOMETOWN HARDWARE | 06/23/25 | 24585 | $ 6.58 |
| HOMETOWN HARDWARE | 06/23/25 | 24586 | $ 23.99 |
| HOMETOWN HARDWARE | 06/23/25 | 24587 | $ 25.97 |
| HOMETOWN HARDWARE | 06/23/25 | 24588 | $ 10.44 |
| HOMETOWN HARDWARE | 06/23/25 | 24589 | $ 78.59 |
| HOMETOWN HARDWARE | 06/23/25 | 24590 | $ 10.44 |
| HOMETOWN HARDWARE | 06/23/25 | 24591 | $ 15.98 |
| HOMETOWN HARDWARE | 06/23/25 | 24592 | $ 76.55 |
| HOMETOWN HARDWARE | 06/23/25 | 24593 | $ 239.80 |
| HOMETOWN HARDWARE | 06/23/25 | 24594 | $ 63.98 |
| HOMETOWN HARDWARE | 06/23/25 | 24595 | $ 26.56 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| LAWMAN'S UNIFORM & EQUIPMENT CO. | 06/23/25 | 24596 | $ 543.46 |
| SAUNDERS, ANN | 06/23/25 | 24597 | $ 100.00 |
| BRAUNE, ED | 06/23/25 | 24598 | $ 577.97 |
| CURTIS, SHEILA | 06/23/25 | 24599 | $ 130.37 |
| PINON, YESENIA | 06/23/25 | 24600 | $ 117.64 |
| TEXAS COMMISSION ON ENVIRONMENTAL QUALITY | 06/23/25 | 24601 | $ 850.00 |
| AMERICAN PATRIOT INDUSTRIES | 06/23/25 | 24602 | $ 818.58 |
| SPARKLIGHT | 06/23/25 | 24603 | $ 581.00 |
| WILLIAMS MITIGATION AND CONSULTING LLC | 06/23/25 | 24604 | $ 2,082.50 |
| NETPROTECT | 06/23/25 | 24605 | $ 600.00 |
| AULDS, DEVIN | 06/23/25 | 24606 | $ 415.00 |
| WILLIAMS, AMY | 06/23/25 | 24608 | $ 7,500.00 |
| KOVAR, JAIME | 06/23/25 | 24609 | $ 445.00 |
| INGRAM LIBRARY SERVICES | 06/23/25 | 24610 | $ 11.21 |
| MICHAEL R. ARAMBULA, M.D., PHARM. D. | 06/23/25 | 24611 | $ 2,275.00 |
| VRF SERVICES OF TEXAS | 06/23/25 | 24612 | $ 675.00 |
| ENTERPRISE FM TRUST | 06/23/25 | 24613 | $ 69,197.96 |
| SPARKLIGHT | 06/23/25 | 24616 | $ 125.93 |
| TEXAS STAR TRANSPORT, LLC | 06/23/25 | 24616 | $ 3,030.78 |
| TEXAS STAR TRANSPORT, LLC | 06/23/25 | 24617 | $ 3,032.60 |
| INTERNATIONAL CODE COUNCIL | 06/23/25 | 24618 | $ 170.00 |
| PRECISION PRINTING | 06/23/25 | 24619 | $ 545.26 |
| PRECISION PRINTING | 06/23/25 | 24620 | $ 32.52 |
| PRECISION PRINTING | 06/23/25 | 24621 | $ 102.07 |
| PRECISION PRINTING | 06/23/25 | 24622 | $ 41.99 |
| PRECISION PRINTING | 06/23/25 | 24623 | $ 30.00 |
| PRECISION PRINTING | 06/23/25 | 24624 | $ 20.01 |
| NICHOLS, ANGELA | 06/23/25 | 24625 | $ 447.55 |
| QUILL CORPORATION | 06/23/25 | 24626 | $ 10.99 |
| QUILL CORPORATION | 06/23/25 | 24627 | $ 1.30 |
| QUILL CORPORATION | 06/23/25 | 24628 | $ 31.32 |
| QUILL CORPORATION | 06/23/25 | 24629 | $ 33.54 |
| QUILL CORPORATION | 06/23/25 | 24630 | $ 34.79 |
| CLEVELAND ASPHALT PRODUCTS INC. | 06/23/25 | 24631 | $ 14,512.00 |
| CLEVELAND ASPHALT PRODUCTS INC. | 06/23/25 | 24632 | $ 15,129.71 |
| CLEVELAND ASPHALT PRODUCTS INC. | 06/23/25 | 24633 | $ 4,341.77 |
| CLEVELAND ASPHALT PRODUCTS INC. | 06/23/25 | 24634 | $ 1,986.20 |
| HERRMANN INTERNATIONAL | 06/23/25 | 24635 | $ 3,274.58 |
| HOMETOWN HARDWARE | 06/23/25 | 24636 | $ 32.99 |
| PETROLEUM TRADERS CORPORATION | 06/23/25 | 24637 | $ 19,739.42 |
| WAKEFIELD BRIDGE, INC. | 06/23/25 | 24638 | $ 10,000.00 |
| GREAT SOUTHERN STABILIZED, LLC | 06/23/25 | 24639 | $ 584.78 |
| PERFORMANCE TRUCK | 06/23/25 | 24640 | $ 40.00 |
| ALSCO | 06/23/25 | 24641 | $ 340.68 |
| QUADIENT, INC. | 06/23/25 | 24642 | $ 210.27 |
| QUADIENT, INC. | 06/23/25 | 24643 | $ 210.27 |
| KATY PRINTERS | 06/23/25 | 24644 | $ 523.40 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24645 | $ 175.00 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24646 | $ 425.00 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24647 | $ 425.00 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24648 | $ 330.00 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24649 | $ 135.00 |
| ENTEC PEST MANAGEMENT, INC. | 06/23/25 | 24650 | $ 140.00 |
| ON YOUR WAY STORAGE | 06/23/25 | 24651 | $ 255.00 |
| CONSOLIDATED COMMUNICATIONS | 06/23/25 | 24652 | $ 354.44 |
| CONSOLIDATED COMMUNICATIONS | 06/23/25 | 24653 | $ 453.44 |
| CONSOLIDATED COMMUNICATIONS | 06/23/25 | 24654 | $ 169.32 |
| CONSOLIDATED COMMUNICATIONS | 06/23/25 | 24655 | $ 282.11 |
| SCHROETER, KYLE SHANE | 06/23/25 | 24656 | $ 1,882.75 |
| NOEL, TIFFANY | 06/23/25 | 24657 | $ 292.00 |
| EDMONDS INSURANCE AGENCY | 06/23/25 | 24658 | $ 93.00 |
| UNITED AG & TURF | 06/23/25 | 24659 | $ 881.67 |
| UNITED AG & TURF | 06/23/25 | 24660 | $ 54.00 |
| MACHART, MARY | 06/23/25 | 24661 | $ 6.24 |
| HOMETOWN HARDWARE | 06/24/25 | 24662 | $ 61.46 |
| WE BRAND IT PROMOTIONS | 06/24/25 | 24663 | $ 810.00 |
| ORIENTAL TRADING | 06/24/25 | 24664 | $ 115.87 |
| SAN BERNARD ELECTRIC CO-OP | 06/24/25 | 24665 | $ 506.13 |
| VERIZON | 06/24/25 | 24666 | $ 364.96 |
| SCHMIDT FUNERAL HOME | 06/24/25 | 24667 | $ 1,125.00 |
| RICOH USA INC. | 06/24/25 | 24668 | $ 130.12 |
| PITNEY BOWES INC | 06/24/25 | 24669 | $ 156.75 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| WILLKE, SHAWNA | 06/24/25 | 24670 | $ 155.00 |
| QUILL CORPORATION | 06/25/25 | 24671 | $ 44.99 |
| QUILL CORPORATION | 06/25/25 | 24672 | $ 56.99 |
| QUILL CORPORATION | 06/25/25 | 24673 | $ 9.35 |
| QUILL CORPORATION | 06/25/25 | 24674 | $ 11.72 |
| QUILL CORPORATION | 06/25/25 | 24675 | $ 31.33 |
| QUILL CORPORATION | 06/25/25 | 24676 | $ 31.31 |
| QUILL CORPORATION | 06/25/25 | 24677 | $ 26.86 |
| QUILL CORPORATION | 06/25/25 | 24678 | $ 249.99 |
| QUILL CORPORATION | 06/25/25 | 24679 | $ 178.17 |
| QUILL CORPORATION | 06/25/25 | 24680 | $ 50.34 |
| QUILL CORPORATION | 06/25/25 | 24681 | $ 91.44 |
| QUILL CORPORATION | 06/25/25 | 24682 | $ 312.66 |
| QUILL CORPORATION | 06/25/25 | 24683 | $ 91.77 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24684 | $ 62.17 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24685 | $ 34.47 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24686 | $ 106.66 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24687 | $ 48.64 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24688 | $ 31.51 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24689 | $ 12.36 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24690 | $ 19.47 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24691 | $ 154.29 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/25/25 | 24692 | $ 95.00 |
| DELL MARKETING L.P | 06/25/25 | 24693 | $ 1,131.00 |
| LJA ENGINEERING | 06/25/25 | 24694 | $ 75,300.00 |
| LJA ENGINEERING | 06/25/25 | 24695 | $ 43,740.00 |
| PAPE-DAWSON ENGINEERS | 06/25/25 | 24696 | $ 2,970.00 |
| HOMETOWN HARDWARE | 06/25/25 | 24697 | $ 150.46 |
| HOMETOWN HARDWARE | 06/25/25 | 24698 | $ 41.98 |
| HOMETOWN HARDWARE | 06/25/25 | 24699 | $ 63.98 |
| HOMETOWN HARDWARE | 06/25/25 | 24700 | $ 25.02 |
| TEXAS STAR TRANSPORT, LLC | 06/25/25 | 24701 | $ 3,129.31 |
| TEXAS STAR TRANSPORT, LLC | 06/25/25 | 24702 | $ 1,606.74 |
| TEXAS STAR TRANSPORT, LLC | 06/25/25 | 24703 | $ 3,039.61 |
| NAPA AUTO PARTS | 06/25/25 | 24704 | $ 153.28 |
| NAPA AUTO PARTS | 06/25/25 | 24705 | $ 332.19 |
| NAPA AUTO PARTS | 06/25/25 | 24706 | $ 209.88 |
| NAPA AUTO PARTS | 06/25/25 | 24707 | $ 177.73 |
| NAPA AUTO PARTS | 06/25/25 | 24708 | $ 422.70 |
| SCHMIDT FUNERAL HOME | 06/25/25 | 24709 | $ 1,125.00 |
| SOUTHERN TIRE MART | 06/25/25 | 24710 | $ 1,830.52 |
| INNER CORRIDOR TECHNOLOGIES, INC. | 06/25/25 | 24711 | $ 822.12 |
| ROCA CLEANING SERVICES | 06/25/25 | 24712 | $ 600.00 |
| XEROX FINANCIAL SERVICES | 06/25/25 | 24713 | $ 240.00 |
| XEROX FINANCIAL SERVICES | 06/25/25 | 24714 | $ 240.00 |
| XEROX CORPORATION | 06/25/25 | 24715 | $ 18.00 |
| XEROX CORPORATION | 06/25/25 | 24716 | $ 179.05 |
| XEROX FINANCIAL SERVICES | 06/25/25 | 24717 | $ 240.00 |
| HOMETOWN HARDWARE | 06/25/25 | 24718 | $ 511.77 |
| HOMETOWN HARDWARE | 06/25/25 | 24719 | $ 155.04 |
| WINSLOW, DEBBIE | 06/25/25 | 24720 | $ 67.00 |
| DIAMANTIS, ARSTOTELIS | 06/25/25 | 24721 | $ 100.00 |
| JOHNSON, HERMAN | 06/25/25 | 24722 | $ 100.00 |
| ROBINSON, GARY | 06/25/25 | 24723 | $ 100.00 |
| THOMPSON, MCROY | 06/25/25 | 24724 | $ 100.00 |
| SANDERS, PEGGY | 06/25/25 | 24725 | $ 40.52 |
| MATHIS, ELTON R | 06/25/25 | 24726 | $ 230.25 |
| TOSHIBA FINANCIAL SERVICES | 06/25/25 | 24727 | $ 186.16 |
| EWALD KUBOTA | 06/25/25 | 24728 | $ 52,763.40 |
| EWALD KUBOTA | 06/25/25 | 24729 | $ 22,540.80 |
| UNITED LABORATORIES, INC | 06/25/25 | 24730 | $ 701.92 |
| MSEC COMMUNICATIONS | 06/25/25 | 24731 | $ 250.00 |
| STRIPES & STOPS COMPANY, INC. | 06/25/25 | 24732 | $ 4,000.00 |
| BRENHAM TECHNICAL SERVICES | 06/25/25 | 24733 | $ 9,394.00 |
| GREAT SOUTHERN STABLIZED, LLC | 06/25/25 | 24734 | $ 1,134.02 |
| C&G WHOLESALE | 06/26/25 | 24735 | $ 146.94 |
| WALLER COUNTY FEED | 06/26/25 | 24736 | $ 17.90 |
| WALLER COUNTY FEED | 06/26/25 | 24737 | $ 51.04 |
| WALLER COUNTY FEED | 06/26/25 | 24738 | $ 73.00 |
| TRINITY GROUP SERVICES, INC. | 06/26/25 | 24739 | $ 5,074.05 |
| TRINITY GROUP SERVICES, INC. | 06/26/25 | 24740 | $ 5,028.06 |
| TRINITY GROUP SERVICES, INC. | 06/26/25 | 24741 | $ 3,369.66 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| QUILL COROPORATION | 06/26/25 | 24742 | $ 218.72 |
| QUILL COROPORATION | 06/26/25 | 24743 | $ 568.75 |
| QUILL COROPORATION | 06/26/25 | 24744 | $ 36.78 |
| QUILL COROPORATION | 06/26/25 | 24745 | $ 146.80 |
| QUILL COROPORATION | 06/26/25 | 24746 | $ 54.38 |
| QUADIENT, INC. | 06/26/25 | 24747 | $ 141.11 |
| LE, MARK D MD PA | 06/26/25 | 24748 | $ 75.00 |
| FOURRIER FAMILY DENTISTRY | 06/26/25 | 24749 | $ 1,425.00 |
| RAMIREZ, CYNTHIA | 06/26/25 | 24750 | $ 75.04 |
| LE, MARK D MD PA | 06/26/25 | 24751 | $ 75.00 |
| LE, MARK D MD PA | 06/26/25 | 24752 | $ 75.00 |
| LE, MARK D MD PA | 06/26/25 | 24753 | $ 75.00 |
| LE, MARK D MD PA | 06/27/25 | 24754 | $ 75.00 |
| LE, MARK D MD PA | 06/27/25 | 24755 | $ 75.00 |
| LE, MARK D MD PA | 06/27/25 | 24756 | $ 75.00 |
| LE, MARK D MD PA | 06/27/25 | 24757 | $ 75.00 |
| LE, MARK D MD PA | 06/27/25 | 24758 | $ 75.00 |
| LE, MARK D MD PA | 06/27/25 | 24759 | $ 75.00 |
| FREEDOM FUN | 06/27/25 | 24760 | $ 361.90 |
| ALSCO INC. | 06/27/25 | 24761 | $ 340.68 |
| HOMETOWN HARDWARE | 06/27/25 | 24762 | $ 135.63 |
| HOMETOWN HARDWARE | 06/27/25 | 24763 | $ 75.91 |
| HOMETOWN HARDWARE | 06/27/25 | 24764 | $ 45.97 |
| HOMETOWN HARDWARE | 06/27/25 | 24765 | $ 39.98 |
| WALLER COUNTY PAINT & BODY SHOP & STORAGE | 06/27/25 | 24766 | $ 5,195.12 |
| WALLER COUNTY ASPHALT | 06/27/25 | 24767 | $ 23,195.70 |
| HOMETOWN HARDWARE | 06/27/25 | 24768 | $ 85.97 |
| CASA FOR KIDS | 06/27/25 | 24769 | $ 740.00 |
| WALLER CCWBC, INC. | 06/27/25 | 24770 | $ 332.00 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24781 | $ 231.93 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24782 | $ 95.11 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24783 | $ 36.69 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24784 | $ 14.67 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24785 | $ 48.70 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24786 | $ 31.92 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24787 | $ 96.81 |
| ODP BUSINESS SOLUTIONS, LLC | 06/30/25 | 24788 | $ 169.99 |
| MENDOZA, GRISELDA | 06/30/25 | 24789 | $ 150.00 |
| KENNEDY, ANTHONY | 06/30/25 | 24790 | $ 100.00 |
| TEXAS ASSOCIATION OF COUNTIES ATTN EDUCATION | 06/30/25 | 24791 | $ 70.00 |
| TEXAS ASSOCIATION OF COUNTIES ATTN EDUCATION | 06/30/25 | 24792 | $ 45.00 |
| TEXAS ASSOCIATION OF COUNTIES ATTN EDUCATION | 06/30/25 | 24793 | $ 45.00 |
| TRINICOM COMMUNICATIONS, LLC | 06/30/25 | 24794 | $ 107.49 |
| TRINICOM COMMUNICATIONS, LLC | 06/30/25 | 24795 | $ 233.47 |
| WAUKESHA-PEARCE INDUSTRIES, LLC | 06/30/25 | 24796 | $ 74,723.00 |
| JENNIFER L ROCKETT PHD PLLC | 06/30/25 | 24797 | $ 800.00 |
| ENTEC PEST MANAGEMENT, INC. | 06/30/25 | 24798 | $ 425.00 |
| ALSCO | 06/30/25 | 24799 | $ 57.53 |
| PERFORMANCE TRUCK | 06/30/25 | 24800 | $ 333.27 |
| EWALD KUBOTA | 06/30/25 | 24801 | $ 135.16 |
| EWALD KUBOTA | 06/30/25 | 24802 | $ 373.61 |
| FATERKOWSKI'S TRANSMISSIONS | 06/30/25 | 24803 | $ 1,437.63 |
| SOUTHERN TIRE MART | 06/30/25 | 24804 | $ 2,942.08 |
| ALTEX WELDING SUPPLY INC. | 06/30/25 | 24805 | $ 2,277.11 |
| PAPE-DAWSON ENGINEERS | 06/30/25 | 24806 | $ 21,270.00 |
| CHANDLER, GINGER | 06/30/25 | 24807 | $ 284.20 |
| PIERCE, CHERYL | 06/30/25 | 24808 | $ 163.80 |
| BRADY INDUSTRIES | 06/30/25 | 24809 | $ 1,657.55 |
| BRADY INDUSTRIES | 06/30/25 | 24810 | $ 1,865.24 |
| NAPA AUTO PARTS | 06/30/25 | 24811 | $ 39.43 |
| NAPA AUTO PARTS | 06/30/25 | 24812 | $ 52.48 |
| NAPA AUTO PARTS | 06/30/25 | 24813 | $ 166.66 |
| HOMETOWN HARDWARE | 06/30/25 | 24814 | $ 2.59 |
| CAPITAL ONE | 06/30/25 | 24815 | $ 1,665.30 |
| UNITED AG & TURF | 06/30/25 | 24816 | $ 178.91 |
| HOMETOWN HARDWARE | 06/30/25 | 24817 | $ 15.99 |
| RAINER, LAURIN | 06/30/25 | 24818 | $ 36.00 |
| CONSOLIDATED COMMUNICATIONS | 06/30/25 | 24819 | $ 58.70 |
| AMERICAN FIRE SYSTEMS INC. | 06/30/25 | 24820 | $ 2,475.00 |
| AMERICAN FIRE SYSTEMS INC. | 06/30/25 | 24821 | $ 960.00 |
| XPERNET SERVICES | 06/30/25 | 24822 | $ 5,655.00 |
| XPERNET SERVICES | 06/30/25 | 24823 | $ 4,600.00 |

| Treasurer's Record of Unpaid Claims | As of | 6/30/2025 | |
|---|---|---|---|
| Vendors | Date Registered | Reg # | Amount Registered |
| XPERNET SERVICES | 06/30/25 | 24824 | $ 23,890.00 |
| XPERNET SERVICES | 06/30/25 | 24825 | $ 714.00 |
| KIMBALL MIDWEST | 06/30/25 | 24826 | $ 3,303.32 |
| **TOTAL UNPAID** | | | **$ 1,412,840.19** |

| ID # | YEAR | MAKE | DESCRIPTION | VEHICLE ID # | DEPT ID # | Vehicle Value | Equipment Value | Total Value | EFF DATE | AL | APD | EQUIP | TAKE HOME | Date CC Approved | Job Title |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| | 2025 | CHEVY | Traverse | 1GNERGRS2SJ275849 | JU0003 | $ 40,000 | | $ 40,000 | 07/03/25 | x | x | | x | | Procurement Director |

Comptroller of Public Accounts FORM 40-151 (Rev.11-21/6)

*** INTERNET ***

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Item 7.

# Electronic Filing System - State Fund

*You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.*

a. T Code ■ 32480

| c. County Identification Number | d. Report for quarter ending *(mm/dd/yy)* | e. | f. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | QUARTER ENDING 06-30-25 | ■ 252 | 07-31-25 |

County name and mailing address

g.
JOAN SARGENT
WALLER COUNTY
425 FM 1488 RD # 102
HEMPSTEAD TX 77445-9634

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ■ ☐

i. ■

j. ■

## Government Code 51.851: *Electronic Filing Fee*

(b) In addition to other fees authorized or required by law, the clerk of the supreme court, a court of appeals, a district court, a county court, a statutory county court, or a statutory probate court shall collect a $30 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852 (assessed as $20 prior to Sept. 1, 2015). REPEALED for district court, county court, statutory county court and statutory probate court, effective January 1, 2022.

(c) In addition to other fees authorized or required by law, the clerk of a justice court shall collect a $10 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852. REPEALED, effective January 1, 2022.

(d) Criminal costs REPEALED effective January 1, 2020. Costs assessed on offenses prior to January 1st are still to be reported and remitted when they are collected by the county.

Lines 1 - 3 are ONLY to be used for reporting collected filing fees, dated prior to January 1, 2022. See (b)(c) above. Per Local Government Code 133.058(d), no service fees are allowed.

## Filing Fees (Civil Cases)

| | | |
|---|---|---|
| 1. District Court filing fees *(@ $30)* | 1. ■ | $ 70.00 |
| 2. County Courts filing fees *(Constitutional, Statutory and Statutory Probate Courts) (@ $30)* | 2. ■ | $ 0.00 |
| 3. Justice Courts filing fees *(@ $10)* | 3. ■ | $ 0.00 |
| 4. Total amount of filing fees collected *(All Courts)* | 4. ■ | $ 70.00 |

## Criminal Costs on Convictions ($5 in all courts - not assessed after Dec. 31, 2019)

| | | |
|---|---|---|
| 5. District Court convictions | 5. ■ | $ 0.68 |
| 6. County Courts convictions *(Constitutional and Statutory Courts)* | 6. ■ | $ 0.00 |
| 7. Total amount of criminal costs collected *(All Courts)* | 7. ■ | $ 0.68 |
| 8. TOTAL AMOUNT DUE *(Add Items 4 and 7)* | 8. | $ 70.68 |

*** DO NOT DETACH ***

40-151
(Rev.11-21/6)

| | | |
|---|---|---|
| 9. **TOTAL AMOUNT OF PAYMENT** *(Same as Item 8)* | 9. ■ | $ 70.68 |

County name
**WALLER COUNTY**

k. ■

l.

■ T Code ■ County identification no. ■ Period

32470 17460010790 252 2

I, *(type or print name)* **JOAN SARGENT** certify that the information above is true and correct as shown in the records of the reporting office of the county named.

sign here ▶ Authorized agent Joan Sargent

Title **County Treasurer** Date **07/23/25**

Daytime phone *(Area code and number)* **(979) 826-7707**

Complete this report and make the amount in Item 9 payable to:
**State Comptroller**

Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

For assistance call 800-531-5441, ext. 3-4276, or 512-463-4276.

Comptroller of Public Accounts FORM 40-139 (Rev.10-21/7)

a. T Code ■ 32670

b. ■

# SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS

| c. County identification number | d. Report for quarter ending | e. | f. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | 06-30-25 | ■ | 7-31-25 |

g. County name and mailing address

**WALLER COUNTY**
**425 FM 1488 RD # 102**
**HEMPSTEAD TX 77445-9634**

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ■ ☐

i. ■ j. ■

## SEXUAL ASSAULT PROGRAM FUND *(Code of Criminal Procedure Art. 42A.653)*

If the court grants probation to a person convicted of an offense under Sections 21.08, 21.11. 22.021, 25.02, 25.06, 43.25 or 43.26 of the Penal Code, the court shall require as a condition of probation that the person pay to the supervising probation officer a fine of $5 each month during the period of probation. This fine is in addition to court cost or any other fee or fine imposed on the person. A court clerk or a community supervision department shall deposit the fines collected under Subsection (e) to be sent to the Comptroller no later than the last day of the month following a calendar quarter. The Comptroller shall deposit these funds in the Sexual Assault Program Fund under Section 420.008 of the Government Code.

Use supplement pages to list all fines collected. Enter the total number of supplement pages included on line 1, and the total amount of fines due on all supplement pages on line 2.

1. Number of Supplement pages (for Sexual Assault Program fines) ..... 1. **1**

2. Total Fines Collected For Sexual Assault Program ..... 2. ■ $ **150.00**

## SUBSTANCE ABUSE FELONY PROGRAM--Residential Aftercare Program *(Code of Criminal Procedure Art. 42A.303)*

If a judge requires as a condition of community service that the defendant serve a term of confinement and treatment in a substance abuse treatment facility under this section, the judge shall also require as a condition of community supervision that on release from the facility the defendant:

(1) participate in a drug or alcohol abuse continuum of care treatment plan; and
(2) pay a reimbursement fee in an amount established by the judge for residential aftercare required as part of the treatment plan.

A court clerk or a community supervision department shall deposit the payments made by defendants required to pay residential aftercare fees (under Subsection (c) (2)), to be sent to the Comptroller no later than the last day of the month following a calendar quarter.

Use supplement pages to list all fees collected. Enter the total number of supplement pages included on line 3, and the total amount of fees due on all supplement pages on line 4.

3. Number of Supplement pages (for Substance Abuse Felony Program fees) ..... 3. **0**

4. Total Fees Collected for Substance Abuse Felony Program ..... 4. ■ $ **0.00**

5. TOTAL FINES AND FEES DUE FOR THIS PERIOD (Total of Item 2 and Item 4) ..... 5. ■ $ **150.00**

*** DO NOT DETACH *** DO NOT DETACH *** DO NOT DETACH ***

**6. TOTAL AMOUNT DUE AND PAYABLE** *(Same as Item 5)* ..... 6. ■ $ **150.00**

County name **WALLER COUNTY** | k. ■ | l.

■ T Code ■ County identification no. ■ Period

32660 1-74-6001079-

For assistance call 800-531-5441, ext. 3-4276.
The Austin number is 512-463-4276.

Complete this report and make the amount in Item 6 payable to:
STATE COMPTROLLER

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149361
Austin, Texas 78714-9361

*I, (type or print name)* **JOAN SARGENT** certify that the information above is true as shown in the records of the Treasury of the county named.

sign here ▶ Authorized agent Joan Sargent

Title **County Treasurer** Date **7/23/25**

Daytime phone *(Area code and number)* **(979) 826-7707**

40-139 (Rev.10-21/7)

Comptroller of Public Accounts FORM 40-140 (9-03)

b.

# SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS SUPPLEMENT

| c. County identification number | d. Report for quarter ending | e. | f. Due date of report |
|---|---|---|---|
| 1-74-6001079-0 | 06-30-2025 | | 07-31-2025 |

g. County name: **WALLER COUNTY**

**Please check appropriate box to indicate which Fund/Program Supplement page is reporting.**
*(NOTE: Use a separate supplement form(s) to report amounts from different funds/programs)*

- [x] SEXUAL ASSAULT PROGRAM FUND
- [ ] SUBSTANCE ABUSE FELONY PROGRAM--Residential Aftercare Program



| CASE NUMBER | NAME | FEE COLLECTED |
|---|---|---|
| 19-08-16,9 | Anderson, Luke Austin | $ 5.00 |
| 20-07-17,3 | Magallon, Omar Jr | $ 15.00 |
| 20-03-17,2 | Paustenbach, Taylor Thomas | $ 10.00 |
| 19-05-16,9 | Simmelkjaer, Justin Jamel | $ 120.00 |
| | | $ |
| | | $ |
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| | | $ |
| **TOTAL FOR THIS PAGE ONLY**<br>*If Sexual Assault Program Fund fees - include this amount in totals reported in Item 2 of Form 40-139.*<br>*If Substance Abuse Felony Program Funds - include this amount in totals reported in Item 4 of Form 40-139.* | | $ 150.00 |

Comptroller of Public Accounts FORM 40-147 (Rev.8-19/7)

*** INTERNET ***

b. ■



*4014700W081*

Item 7.

# Specialty Court Program Account

*You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.*

a. T Code ■ 32260

| c. County Identification Number | d. Report for quarter ending *(mm/dd/yy)* | e. | f. Due date of report |
|---|---|---|---|
| ■ 1-74-6001079-0 | QUARTER ENDING 06-30-25 | ■ | 07-31-25 |

County name and mailing address

g.
JOAN SARGENT
WALLER COUNTY
425 FM 1488 RD # 102
HEMPSTEAD, TX 77445-9634

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ■ ☐

i. ■ j. ■

***A specialty court is defined in Gov. Code 772.0061(2)(A-D) as: Gov. Code, Chapter 122, family drug court program; Chapter 123, drug court program; Chapter 124, veterans court program; and Chapter 125, a mental health court program.***

Code of Criminal Procedures Article 102.0178; ***Costs Attendant to Certain Intoxication and Drug Convictions.***

REPEALED EFFECTIVE JANUARY 1, 2020 - USE THIS FORM TO REPORT PREVIOUSLY ASSESSED COSTS THAT ARE COLLECTED AFTER JANUARY 1, 2020.

(a) In addition to other costs on conviction, a person shall pay $60 (Previously Drug Court Program Account, $50 for offenses between 6/15/07-12/31/09 or $60 for offenses on or after 1/1/10-8/31/2013) as a cost of court on conviction of an offense punishable as a Class B misdemeanor or any higher category of offense under:

(1) Chapter 49, Penal code (Intoxication and Alcoholic Beverage Offenses); or

(2) Chapter 481, Health and Safety Code (Texas Controlled Substance Act).

(e) A county is entitled to:

(1) if the custodian of the county treasury complies with subsection (d), retain 10 percent of the funds collected under this article by an officer of the county during the calendar quarter as a service fee; and

(2) if the county has established a drug court program or establishes a drug court program before the expiration of the calendar quarter, retain in addition to the 10 percent authorized by Subdivision (1) another 50 percent of the funds collected under this article to be used exclusively for the maintenance of drug court programs operated within the county.

County treasurers should use this form to report their county's collections of this court cost and to submit payment of the appropriate portion of these costs, for collections of costs assessed prior to the repeal of Code of Criminal Procedures Art. 102.0178 on January 1, 2020. No return is required if there are no collections to report.

| | | |
|---|---|---|
| 1. Total amount of specialty court program fees collected | 1. ■ | $ 0.00 |
| 2. Amount retained ( 50%) for established specialty court programs within the county *(per CCP 102.0178(e)(2), 50% of Item 1, if applicable)* | 2. ■ | $ 0.00 |
| 3. Allowable service fee for timely filing *(per CCP 102.0178(e)(1), 10% of Item 1, if applicable)* | 3. ■ | $ 0.00 |
| 4. AMOUNT DUE THE STATE *(Subtract Items 2 and 3 from Item 1.)* | 4. ■ | $ 0.00 |

40-147
(Rev.8-19/7)

***DO NOT DETACH***

| | | |
|---|---|---|
| **5. TOTAL AMOUNT OF PAYMENT** *(Same as Item 4)* | 5. ■ | $ 0.00 |

| County name | k. | l. |
|---|---|---|
| WALLER COUNTY | ■ | |

■ T Code ■ County identification no. ■ Period

32080

Complete this report and make the amount in Item 5 payable to:
**State Comptroller**

Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

For assistance call 800-531-5441, ext. 3-4276, or 512-463-4276.

I, *(type or print name)* JOAN SARGENT certify that the information above is true and correct as shown in the records of the reporting office of the county named.

sign here Authorized agent Joan Sargent

Title County Treasurer Date 07/23/25

Daytime phone *(Area code and number)* (979) 826-7707

Comptroller of Public Accounts FORM 40-145 (Rev.2-23/11)

*** INTERNET ***

a. T Code ■ 32630

b. ■

Item 7.

# State Criminal Costs and Fees

• ***COUNTY QUARTERLY REPORT*** - *This report must be filed by the due date even if no payment is due.*
*An amount or a zero (0) MUST be entered on all lines for Columns 1 and 3.*

c. County identification number: ■ 1-74-6001079-0

f. Report for quarter ending: QUARTER ENDING 06-30-25

g. ■ 252

e. Due date of report: 07-31-25

County name and mailing address

d.
JOAN SARGENT, CNTY TRES
WALLER COUNTY
425 FM 1488 RD # 102
HEMPSTEAD, TX 77445-9634

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ■

i. ■

j. ■

• ***See back for instructions.***
***Repealed costs on lines 5, 7 and 11-19.***

SECTION I — Costs for offenses committed

| | | Column 1 TOTAL COLLECTED (State court costs only) Dollars and cents | Column 2 SERVICE FEE (See instructions) | | Column 3 AMOUNT DUE STATE (Col. 1 minus Col. 2) |
|---|---|---|---|---|---|
| 1. 01-01-2020 Forward | ■ | $ 91,434.11 | 9,143.42 | 1. | $ 82,290.69 |
| 2. 01-01-04 --- 12-31-19 | ■ | 2,362.61 | 236.27 | 2. | 2,126.34 |
| 3. 09-01-1991 --- 12-31-2003 | ■ | 0.00 | 0.00 | 3. | 0.00 |
| 4. Bail Bond Fee (BB) | ■ | 4,995.00 | 499.50 | 4. | 4,495.50 |
| 5. DNA Testing Fee - Juvenile (DNA JV) | ■ | 0.00 | *No Service Fee* | 5. | 0.00 |
| 6. EMS Trauma Fund (EMS) | ■ | 705.58 | 70.56 | 6. | 635.02 |
| 7. Juvenile Probation Diversion Fee (JPD) | ■ | 0.00 | 0.00 | 7. | 0.00 |
| 8. State Traffic Fine (STF2) Sept. 1, 2019 fwd | ■ | 34,285.60 | (4%) 1,371.43 | 8. | 32,914.17 |
| 9. State Traffic Fine (STF) Prior to Sept. 1, 2019 | ■ | 831.36 | (5%) 41.57 | 9. | 789.79 |
| 10. Intoxicated Driver Fine | ■ | 0.00 | (4%) 0.00 | 10. | 0.00 |
| 11. Prior Mandatory Costs (JRF, IDF & JS combined) | ■ | 773.86 | 77.39 | 11. | 696.47 |
| 12. Moving Violation Fees (MVF) | ■ | 2.45 | 0.25 | 12. | 2.20 |
| 13. DNA Testing Fee - Felony Convictions (DNA) | ■ | 6.31 | 0.64 | 13. | 5.67 |
| 14. DNA Testing Fee - MSDM & CS (DNA & CS) | ■ | 646.00 | 64.60 | 14. | 581.40 |
| 15. Truancy Prevention & Diversion Fund (TPD) | | | | 15. ■ | $ 43.10 |
| 16. Failure to Appear/Pay (FTA) Report 2/3's of fees | | | | 16. ■ | 530.28 |
| 17. Time Payment Fees (TP) Report 50% of fees | | | | 17. ■ | 209.97 |
| 18. Judicial Fund - Constitutional County Court | | | | 18. ■ | 0.00 |
| 19. Judicial Fund - Statutory County Court | | | | 19. ■ | 0.00 |
| 20. Peace Officer Fees *(Report 20% of fees from actions by state officers only.)* | | | | 20. ■ | 661.69 |
| 21. Motor Carrier Weight Violations (MCW) (Report 50% of the fines collected.) | | | | 21. ■ | 2,531.90 |
| 22. Driving Records Fee (DRF) *(Report 100% of fees collected.)* | | | | 22. ■ | 0.00 |
| 23. Non-Suspension Fine (NSF) *(Report 100% of fine collected.)* | | | | 23. ■ | 0.00 |

SECTION II

24. TOTAL DUE FOR THIS PERIOD *(Total of Items 1 through 23 in Column 3.)* 24. ■ $ 128,514.19

*** ***DO NOT DETACH*** ***

25. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 24)* 25. ■ $ 128,514.19

County name: **WALLER COUNTY**

k. ■

l.

■ T Code ■ County identification no. ■ Period

32620 17460010790 252 1

For assistance call 800-531-5441, ext. 3-4276 or 512-463-4276.

I, *(type or print name)* JOAN SARGENT certify that the information above is true as shown in the records of the treasury of the county named.

sign here Joan Sargent

Title: County Treasurer

Date: 07/23/25

Phone number *(Area code and number)*: (979) 826-7707

Make the amount in Item 24 payable to:
State Comptroller

Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

Comptroller of Public Accounts FORM 40-154 (Rev.4-15/2)

# Texas Home Visiting Program
# Trust Fund—Voluntary Contributions

| City or County name | Identification number |
|---|---|
| **WALLER COUNTY** | **74-6001079** |
| **Contact name** | **Phone** *(Area code and number)* |
| **JOAN SARGENT** | **(979) 826-7707** |

| Month | Year |
|---|---|
| **JUNE** | **2025** |

**Amount of payment** ..... $ **20.00**

Complete this form and make the amount payable to
STATE COMPTROLLER

Mail to COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149361
Austin, TX 78714-9361

For assistance, call 1-800-531-5441, ext. 3-4276, or 512-463-4276.

***Detach and return the bottom portion only.***
***Keep the top portion for your records.***

Comptroller of Public Accounts FORM 40-154 (Rev.4-15/2)

*4015401W041502*

Texas Home Visiting Program
Trust Fund—Voluntary Contributions

| City or County name | Amount of payment ..... $ 20.00 | | | |
|---|---|---|---|---|
| **WALLER COUNTY** | | | | |
| Identification number | Month | Year | Contact | Phone *(Area code and number)* |
| **74-6001079** | **JUNE** | **2025** | **JOAN SARGENT** | **(979) 826-7707** |

■ Tcode ■ Dep ■ Taxpayer no. ■ Amt.

90100 041 74-6001079 00000002000

4242

Comptroller of Public Accounts FORM 40-141 (Rev. 11-24/12)

*** INTERNET ***

b. ■

Item 7.

a. T Code ■ 32650

# Civil Fees

## - QUARTERLY REPORT -

• DO NOT WRITE IN SHADED AREAS

c. City / County identification number: ■ 1-74-6001079-0

f. Report for quarter ending: QUARTER ENDING 06-30-25

g. ■ 252

e. Due date of report: 07-31-25

d. City / County name and mailing address

JOAN SARGENT, CNTY TREAS
WALLER COUNTY
425 FM 1488 RD STE 102
HEMPSTEAD, TX 77445-9634

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ■ ☐

i. ■

j. ■

| DESCRIPTION — SEE BACK FOR INSTRUCTIONS — | COLUMN 1 Number (#) issued/filed | COLUMN 2 TOTAL COLLECTED | COLUMN 3 AMOUNT DUE |
|---|---|---|---|
| 1. Birth Certificate Fees | # ■ 343 | $ ■ 617.40 | 1. $ 617.40 |
| 2. Marriage License Fees | ■ 130 | ■ 3,900.00 | 2. 3,900.00 |
| 3. Declaration of Informal Marriage | ■ 4 | ■ 50.00 | 3. 50.00 |
| 4. Juror Donations | ■ 9 | ■ 180.00 | 4. 180.00 |
| 5. JP Consolidated Civil Fee | ■ 56 | ■ 1,176.00 | 5. 1,176.00 |
| 6. Statutory Probate Court — 6a. Consolidated Civil Fee | ■ 0 | ■ 0.00 | 6a. 0.00 |
| 6. Statutory Probate Court — 6b. Filing fee for other actions | ■ 0 | ■ 0.00 | 6b. 0.00 |
| 7. Statutory County Court — 7a. Consolidated Civil Fee | ■ 5 | ■ 685.00 | 7a. 685.00 |
| 7. Statutory County Court — 7b. Filing fee for other actions | ■ 0 | ■ 0.00 | 7b. 0.00 |
| 8. Constitutional County Court — 8a. Consolidated Civil Fee | ■ 0 | ■ 0.00 | 8a. 0.00 |
| 8. Constitutional County Court — 8b. Filing fee for other actions | ■ 0 | ■ 0.00 | 8b. 0.00 |
| 9. Business and District Court — 9a. Consolidated Civil Fee | # ■ 122 | ■ 16,766.06 | 9a. $ 16,766.06 |
| 9. Business and District Court — 9b. Filing fee for other actions | # ■ 31 | $ ■ 1,416.60 | 9b. $ 1,416.60 |
| 10. Business Court Filing Fee | # ■ 0 | $ ■ 0.00 | 10. $ 0.00 |
| 11. County Alternative Dispute Resolution | # ■ 735 | $ ■ 7,252.37 | 11. $ 7,252.37 |
| 12. TOTAL OF LINES 1-11 | | | 12. ■ $ 32,043.43 |
| 13. TOTAL FROM LINE 9 OF CIVIL FEES SUPPLEMENT FORM 40-155 *(Repealed line items)* | | | 13. ■ $ 426.50 |
| 14. TOTAL DUE FOR THIS PERIOD *(Total of Items 12 and 13)* | | | 14. ■ $ 32,469.93 |

*** DO NOT DETACH *** DO NOT DETACH *** DO NOT DETACH ***

15. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 14)* 15. ■ $ 32,469.93

City/County name

k. ■

l.

■ T Code ■ City/County identification no. ■ Period

32640 17460010790 252 7

**For assistance call 800-531-5441, ext. 3-4276, or 512-463-4276.**

I, *(type or print name)* _____ certify that the information above is true as shown in the records of the treasury of the city/county named.

Authorized agent

sign here Joan Sargent

Title **County Treasurer** Date **07/23/2025**

Phone number *(Area code and number)* **(979) 826-7707**

Enter a Phone number that can be called if additional information is necessary.

Complete this report and make the amount in Item 14 payable to:
STATE COMPTROLLER

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149361
Austin, Texas 78714-9361

Comptroller of Public Accounts FORM 40-155 (Rev.4-25/2)

# Civil Fees Supplement

***- REPEALED FEES ONLY -***

| a. Taxpayer number | b. Filing period | c. | d. Due date |
|---|---|---|---|
| 1-74-6001079-0 | QUARTER ENDING 06-30-25 | 252 | 07-31-25 |

e. Taxpayer name: **WALLER CO**

| DESCRIPTION — *SEE INSTRUCTIONS* — | COLUMN 1 Number (#) issued/filed | COLUMN 2 TOTAL COLLECTED | COLUMN 3 5% SERVICE FEE | COLUMN 4 AMOUNT DUE |
|---|---|---|---|---|
| 1. Nondisclosure Fees | # 0 | $ 0.00 | $ | 1. $ 0.00 |
| 2. Justice Courts Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 2. 0.00 |
| 3. Statutory Probate Court — 3a. Filing Fee - Indigents Legal Services | 00 | 0.00 | 0.00 | 3a. 0.00 |
| 3. Statutory Probate Court — 3b. Judicial Fund - Filing Fee | 0 | 0.00 | | 3b. 0.00 |
| 4. Statutory County Court — 4a. Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 4a. 0.00 |
| 4. Statutory County Court — 4b. Judicial Fund - Filing Fee | 0 | 0.00 | | 4b. 0.00 |
| 5. Constitutional County Court — 5a. Filing Fee - Indigents Legal Services | 0 | 0.00 | 0.00 | 5a. 0.00 |
| 5. Constitutional County Court — 5b. Judicial Fund - Filing Fee | 0 | 0.00 | | 5b. 0.00 |
| 6. District Court — 6a. Divorce & Family Law cases *(Col. 3 is $0.25 times Col. 1)* | 0 | 0.00 | 0.00 | 6a. 0.00 |
| 6. District Court — 6b. Other than Divorce/Family Law *(Col. 3 is $0.50 times Col. 1)* | 2 | 100.00 | 1.00 | 6b. 99.00 |
| 6. District Court — 6c. Indigents Legal Services *(Sec.133.152)* | 3 | 30.00 | 1.50 | 6c. 28.50 |
| 7. Judicial Support Fee | # 2 | 84.00 | | 7. $ 84.00 |
| 8. Judicial and Court Personnel Training Fee | # 43 | $ 215.00 | $ | 8. $ 215.00 |
| 9. Total Due *(add this total on line 13 of Civil Fees Return, Form 40-141)* | | | | 9. $ 426.50 |

Katy 2855 Development LLC aka Grange
24285 Katy Freeway, Suite 650
Katy, TX 77494
979-255-5661
jacobr@johnsondev.com

June 24, 2025

Waller County Commissioners Court
Waller County Courthouse
836 Austin Street, Suite 203
Hempstead, TX 77445

Subject – Notification of Annexation – 10.3± Acres in Katy, TX under the Development Agreement between Katy 2855 Development LLC ("Katy 2855") and Waller County, Dated May 1, 2024 (the "Development Agreement")

Dear Honorable Members of the Waller County Commissioners Court,

This letter serves as formal notification, in accordance with Section 4 of the Development Agreement, that approximately 10.3 acres of land located in the City of Katy, Waller County, Texas, is being annexed.

This property, identified as Property ID 178338 or ABS A320200 A-202 H & T C R R CO Tract 5-1 Acres 10.3 per Waller County TX CAD information, falls within the scope of our agreement. As such, Katy 2855 and Municipal Utility District 55A ("MUD 55A"), the associated utility district, are permitted to automatically annex this land without requiring further approval from the Commissioners' Court. Moreover, since Katy 2855 is adding additional land to the project, the number of single-family and mixed-use and multifamily units will increase proportionately to the added acreage.

As stipulated in the agreement:

> *"Katy 2855 and a municipal utility district may automatically annex properties that would be included in this Agreement without additional Commissioners Court approval after written notice to the Commissioners Court by Katy 2855. All provisions of this agreement will apply to any future annexations by Katy 2855."*

The inclusion of this property aligns with the ongoing development objectives and infrastructure planning as agreed upon. All terms and conditions set forth in the Development Agreement will be fully applicable to this annexed property.

Should you require any additional information or supporting documentation regarding this annexation, please feel free to contact me at 979-255-5661 or jacobr@johnsondev.com.

Thank you for your continued partnership.

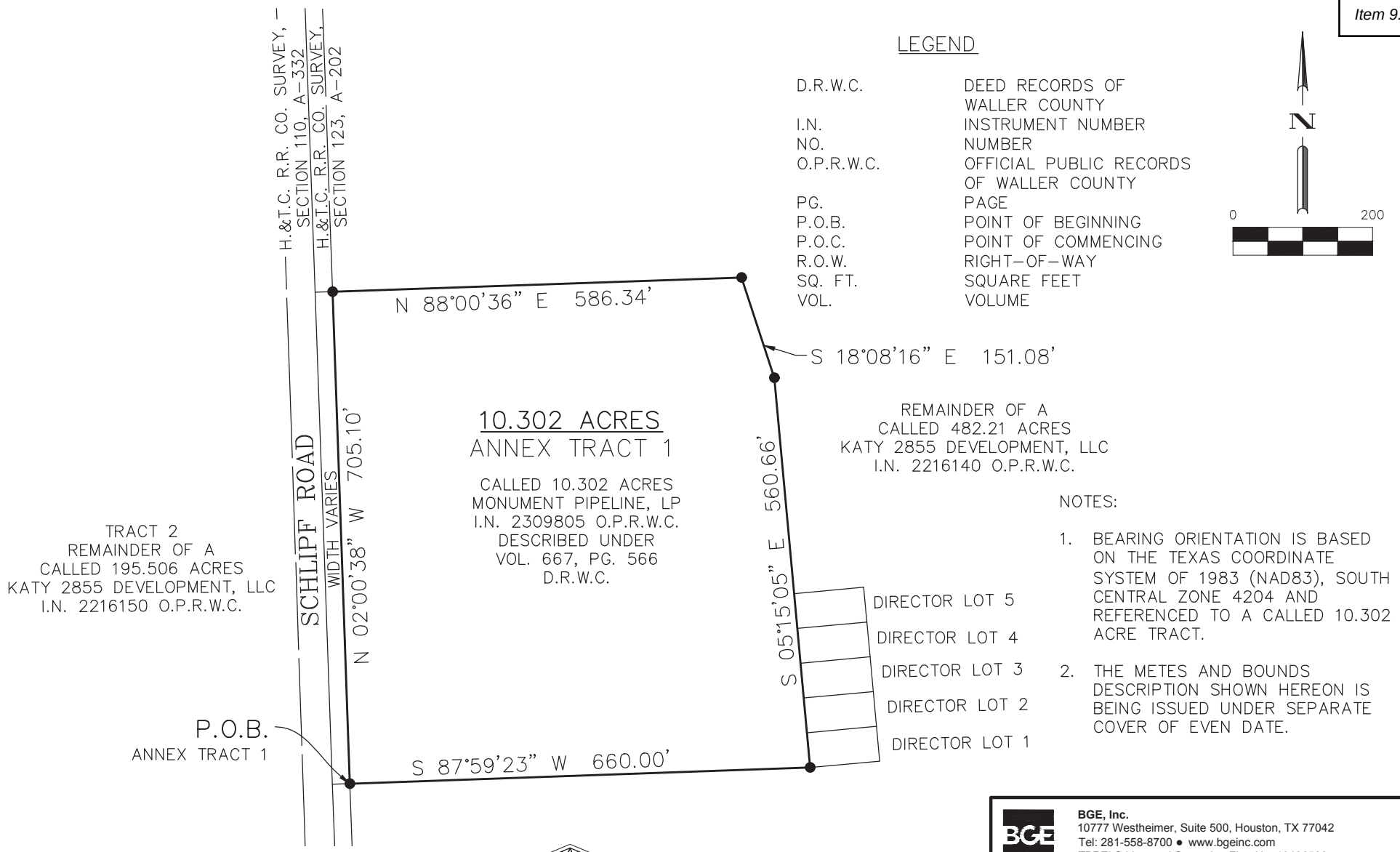
Sincerely,

Jacob W. Rice

Jacob W. Rice
Vice President & General Manager
Grange (Katy 2855 Development LLC)

Attachments:

- Recorded copy of Special Warranty Deed
- Survey
- Grange Master Plan (MP) with 10.3± acres location




## LEGEND

| | |
|---|---|
| D.R.W.C. | DEED RECORDS OF WALLER COUNTY |
| I.N. | INSTRUMENT NUMBER |
| NO. | NUMBER |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WALLER COUNTY |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| R.O.W. | RIGHT-OF-WAY |
| SQ. FT. | SQUARE FEET |
| VOL. | VOLUME |

N

0 200

NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE 4204 AND REFERENCED TO A CALLED 10.302 ACRE TRACT.
2. THE METES AND BOUNDS DESCRIPTION SHOWN HEREON IS BEING ISSUED UNDER SEPARATE COVER OF EVEN DATE.

This document was prepared under 22 Texas Administrative Code 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Dated this the 11th day of June, 2025.

STATE OF TEXAS
REGISTERED
CHRIS JORDAN
6750
PROFESSIONAL
LAND SURVEYOR

CHRIS JORDAN, RPLS NO. 6750
BGE, INC.
10777 WESTHEIMER, SUITE 500
HOUSTON, TEXAS 77042
TELEPHONE: (281) 558-8700
EMAIL: CJORDAN@BGEINC.COM

**BGE, Inc.**
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

Copyright 2025

# BOUNDARY MAP OF A 10.302 ACRE TRACT
## WCMUD NO. 55A ANNEX TRACT 1
## H.&T.C. RR. CO. SURVEY, SECTION 123, ABSTRACT NO. 202
## WALLER COUNTY, TEXAS

| Scale: | Job No.: | Date: | Drawing: |
|---|---|---|---|
| 1" = 200' | 14110-00 | 06/11/2025 | 1 OF 1 |

\\bgeinc\data2\00014110-00\SV\04_Finals\Drawings\10_302EX1.dwg, 6/11/2025 4:18 PM, Chris Jordan

# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Court Approval Date: 07/07/2025

Permit # 2025-727

Issued To: Sean Perry

Road Name Lakeside Drive off FM 359

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

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.

2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

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

# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Approval Date: 7/07/2025

Permit # 2025-677

Issued To: EZEE FIBER - SEAN PERRY

Road Name: Stella Rd, Garvie Ln

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

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

# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Court Approval Date: 07/07/2025

Permit # 2025-340

Issued To: Sean Perry

**Road Name(s)**: Coronado Terrace Ln, Marisol Bay Dr, Sarasota Shore Dr, Bahia Bay Dr, Crystal Vista Dr, Pismo Creek Ln, Newport Creek Dr, Crystal Bend Ln, Laguna Green Ln, Malibu Shore Ln,

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

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# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Approval Date: 7/07/2025

Permit # 2025-393

Issued To: EZEE FIBER - SEAN PERRY

Road Name: 7224 Bartlett Rd.

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

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

# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Approval Date: 7/07/2025

Permit # 2025-392

Issued To: EZEE FIBER - SEAN PERRY

Road Name: Terra Rose Dr, Tan Briar Dr, Sol Bend Dr. - Sunterra 15 and 20

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

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

# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Court Approval Date: 07/07/2025

Permit # 2025-386

Issued To: Sean Perry

**Road Name(s)**: Apple Rose Ln, Tantara Dr, Golden Dust Dr, Sunterra Shores Dr, Sorrento Hill Dr, Cliff Ridge Ln, Jasmine Point Dr., Myrtle Sunset Dr, Seaside Cove Ct, Sunmoon Ln.

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

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# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Court Approval Date: 07/07/2025

Permit # 2025-387

Issued To: Sean Perry

**Road Name(s)**: Grass Bend Dr, Summer Bend Dr,Bright Hill Dr, Garden Jade Dr, Ventura Creek Dr, Gable Breeze Dr, Tan Gable Ln, Coco Ray Ln, Whisper Cove Ct, Woodflower Dr, Jasmine View Ln, Seaside Cove Ln, Sunterra Shores Dr, Newport Breeze Dr, Dana Point Dr, Malibu Glen Dr, Bolinas Bluff Dr, Seashore Creek Dr, Allegretto Sea Dr.

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

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# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Court Approval Date: 07/07/2025

Permit # 2025-388

Issued To: Sean Perry

**Road Name(s)**: Bartlett Rd, Laguna Cove Dr, Greenshank Dr, Long Beach Bay Dr, Salange Ln, Bonita Beach Dr, Cambria Green Ln, Catalina Cove Dr, Aurora Creek, Sunray Lake, Camino Bay, Dauphin Bay, Caramel Shores Dr.

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

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# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Court Approval Date: 07/07/2025

Permit # 2025-366

Issued To: Sean Perry

**Road Name(s)**: Shonder Shore, Camino Cove St, Inglenook Grove Dr

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

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# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

Approval Date: 7/07/2025

Permit # 2025-548

Issued To: EZEE FIBER - SEAN PERRY

Road Name: 1227 Winding Canyon

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

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# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Final Plat Approval-Mirabella Detention Basin 4

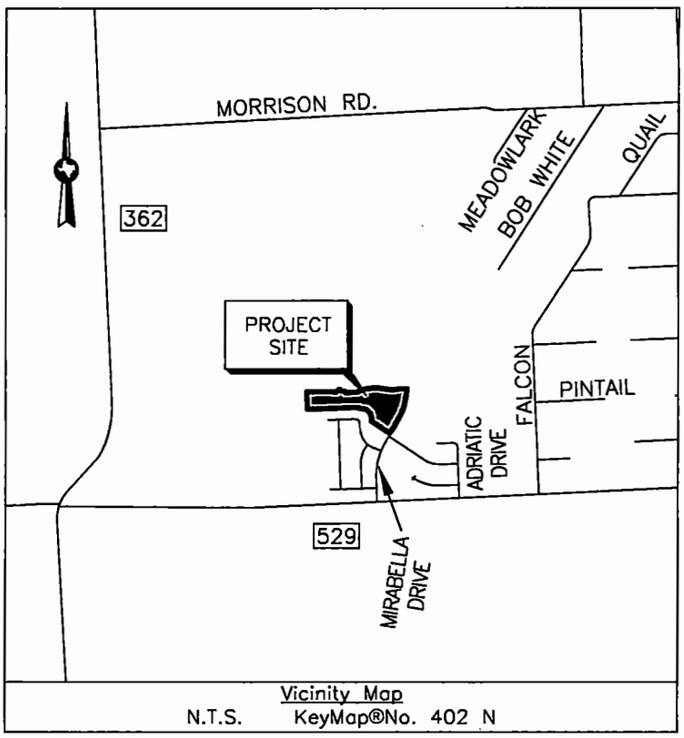
**Date**: July 23, 2025

**Background**

Final Plat of Mirabella Detention Basin 4 which consists of 9.923 acres will include 1 Block and 1 Reserve in Precinct 3.

**Staff Recommendation**

Approve Plat




Vicinity Map
N.T.S. KeyMap®No. 402 N

# FINAL PLAT OF MIRABELLA DETENTION BASIN 4

## BEING A SUBDIVISION OF 9.923 ACRES OUT OF THE H.&T.C. R.R. CO. SURVEY, SEC. 51, A-143 IN WALLER COUNTY, TEXAS.

1 BLOCK 1 RESERVE

**OWNER**

CENTURY LAND HOLDINGS
OF TEXAS, LLC,
A COLORADO LIMITED
LIABILITY COMPANY
333 CYPRESS RUN, SUITE 200
HOUSTON, TEXAS 77094
(713)222-7000

STATE OF TEXAS §

COUNTY OF WALLER §

We, Century Land Holdings of Texas, LLC, a Colorado limited liability company, owner of the property subdivided in the above map of the MIRABELLA DETENTION BASIN 4, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

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

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

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

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

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

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

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

5. The property subdivided herein is further restricted in its use as specified in the subdivision restrictions as filed separately for record at Page _____ Volume _____ of the Deed Records of Waller County, Texas. A copy of said restrictions will be furnished by the aforesaid Century Land Holdings of Texas, LLC, a Colorado limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

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

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

WITNESS our hand in Waller County, Texas, this 24th day of June, 2025.

OWNER
Century Land Holdings of Texas, LLC,
a Colorado limited liability company

BY: _____
Louis Trapolino, Vice President of Land
Century Land Holdings of Texas, LLC, a Colorado limited liability company

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Louis Trapolino, Vice President of Land of Century Land Holdings of Texas, LLC, a Colorado limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed it for the purposes and considerations set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of June, 2025.

ASHLEY N. TRUITT
Notary Public, State of Texas
Comm. Expires 05-05-2026
Notary ID 133745198

_____
Notary Public in and for the State of Texas
My Commission expires: 5-5-26

| | | | | |
|---|---|---|---|---|
| JUNE, 2025 | OWNER: CENTURY LAND HOLDINGS OF TEXAS, LLC, A COLORADO LIMITED LIABILITY COMPANY | FINAL PLAT OF MIRABELLA DETENTION BASIN 4 | EHRA ENGINEERING THE FUTURE SINCE 1936 | 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 PLATTING@EHRA.TEAM WWW.EHRA.TEAM TBPE No. F-726 TBPLS No. 10092300 |
| SHEET 2 OF 11 | | | | |

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E. Smith, P.E., R.P.L.S.
Commissioner, Precinct 2

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

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

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

_____
Date

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

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

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

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

By:_____
Deputy

Brookshire-Katy Drainage District Permit No. 2024-149

Approved by the Board of Supervisors on _____
DATE

_____
PRESIDENT

_____
SECRETARY

_____
DISTRICT ENGINEER

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

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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel No. 48473C0275E, dated February 18, 2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel No. 48473C0275E, dated February 18, 2009.

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

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

STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared A. Munroe Kelsay, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of June, 2025

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

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

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 56°51'01" W | 67.07' |
| L2 | N 28°58'51" E | 30.22' |
| L3 | N 17°57'30" W | 77.09' |
| L4 | N 41°53'24" W | 71.17' |
| L5 | N 76°15'50" W | 49.88' |
| L6 | N 80°45'28" W | 81.28' |
| L7 | N 87°33'27" W | 50.51' |
| L8 | S 88°30'32" W | 54.06' |
| L9 | S 78°53'13" E | 76.28' |
| L10 | N 53°04'02" E | 67.19' |
| L11 | S 22°08'34" E | 25.00' |
| L12 | N 68°37'45" E | 121.51' |
| L13 | N 81°55'30" E | 100.03' |
| L14 | S 89°25'40" E | 94.91' |
| L15 | N 80°51'32" E | 129.78' |
| L16 | S 86°49'29" E | 73.91' |
| L17 | S 33°46'52" W | 143.07' |
| L18 | S 27°30'56" W | 225.63' |
| L19 | S 29°56'46" W | 368.17' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
| C1 | 60.00' | 78.76' | 73.23' | S74°32'16"E | 75°12'36" |
| C2 | 970.00' | 518.15' | 512.01' | S18°28'41"W | 30°36'21" |

## PARK LAND TABLE

| PLAT | PARKS / TRAILS | OPEN SPACE | TOTAL |
|---|---|---|---|
| DETENTION BASIN 5 PHASE 1 & DETENTION BASIN 6 | 0.26 AC. | 8.00 AC. | 8.26 AC. |
| DETENTION BASIN 4 | 2.40 AC. | 2.56 AC. | 4.96 AC. |
| SECTION 1 | 1.89 AC. | 0.56 AC. | 2.45 AC. |
| SECTION 2 | 0.68 AC. | 4.46 AC. | 5.14 AC. |
| SECTION 3 | 0.00 AC. | 0.69 AC. | 0.69 AC. |
| TOTAL | 5.23 AC. | 16.27 AC. | 21.50 AC. |

REQUIRED NEIGHBORHOOD PARK LAND
21.4 ACRES PER 54 LOTS @ 1,154 LOTS
1) 50% MINIMUM (10.7 ACRES) SHALL BE POCKET PARK/COMMUNITY PARK/ TRAILS AROUND DETENTION PONDS.
2) REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE (LANDSCAPE BUFFERS, OPEN SPACE, DETENTION AREAS).

OWNER'S RESPONSIBILITIES:

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

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

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

(4) Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain elevation. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.). Contact the County Engineer's Office for specific information.

(5) The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the Developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.

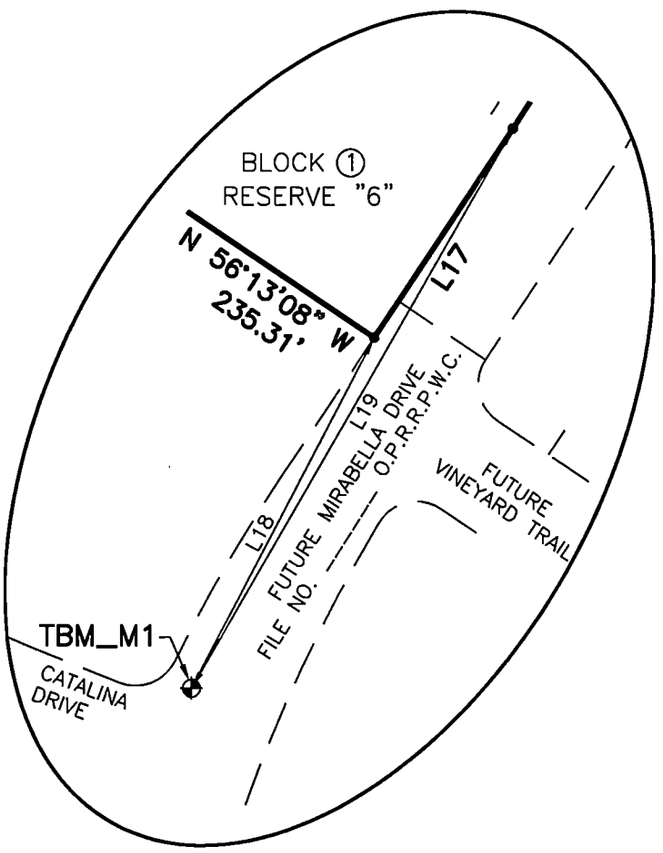
(6) The County assumes no responsibility for the accuracy of representations by other parties on the plat. Floodplain data, in particular, may change depending on subsequent development.

(7) The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

(8) The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Century Land Holdings Of Texas, LLC, a Colorado limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

(9) Include certification that the subdivider has complied with the requirements of Section 232.032 and that:
(A) the water quality and connections to the lots meet, or will meet, the minimum state standards;
(B) sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
(C) electrical connections provided to the lot meet, or will meet, the minimum state standards; and
(D) gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.

**DETAIL**
**TEMPORARY BENCHMARK (TBM) M1**
SCALE: 1"=100'
A 5/8" BLUE CAPPED IRON ROD
STAMPED "E.H.R.A. 713-784-4500"
ELEV.=186.21'




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| | | | | |
| SHEET 5 OF 11 | | | | |

GENERAL NOTES:

1. B.L. indicates Building Line.
   CONC. MON. indicates Concrete Monument.
   ESMT. indicates Easement.
   N.T.S. indicates Not to Scale
   M.U.D. indicates Municipal Utility District.
   O.P.R.R.P.W.C. indicates Official Public Records of Real Property of Waller County.
   PG. indicates Page.
   P.O.B. indicates Point of Beginning.
   P.U.E. indicates Public Utility Easement.
   R.O.W. indicates Right-Of-Way.
   VOL. indicates Volume.
   W.C.C.F. No. indicates Waller County Clerk's File Number.
   W.C.D.R. indicates Waller County Deed Records.

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

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

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

5. Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.

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

7. A subdivision variance has been approved to allow a minimum lot width of 40 feet and compensating open space shall be provided for all lots smaller than 5,000 square feet by Waller County Commissioners Court on March 20, 2024.

8. A subdivision variance has been approved to allow cul-de-sacs to have a right-of-way radius of 60 feet and a pavement radius of 50 feet by Waller County Commissioners Court on March 20, 2024.

9. A subdivision variance has been approved to allow a minimum right-of-way width of a local street from 60 feet to 50 feet by Waller County Commissioners Court on March 20, 2024.

10. A subdivision variance has been approved to allow a minimum centerline radius for a local street of 300 feet with a minimum tangent of 50 feet between reverse curves by Waller County Commissioners Court on March 20, 2024.

11. A subdivision variance has been approved to allow a minimum right-of-way width of a collector street from 80 feet to 60 feet by Waller County Commissioners Court on March 20, 2024.

12. A subdivision variance has been approved to allow a minimum centerline radius for a collector street of 650 feet with a minimum tangent of 150 feet between reverse curves by Waller County Commissioners Court on March 20, 2024.

13. The proposed land use for Mirabella Detention Basin 4 shall consist of Detention, Parkland, and Open Space.

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

15. The property subdivided in the foregoing plat lies in Waller County, Royal Independent School District, and Brookshire-Katy Drainage District.

16. Public Utility Easements are reserved for any non-electrical utility.

17. This property is subject to an affidavit to the public regarding on-site sewage facilities as recorded at W.C.C.F. No. 1305276 of the O.P.R.R.P.W.C.

18. This property is subject to memorandum of agreement as recorded at W.C.C.F. No. 2412991 of the O.P.R.R.P.W.C.

FIELD DESCRIPTION

FIELD NOTES of a 9.923 acre tract of land situated in the H.&T.C. R.R. Company Survey, Section 51, Abstract No. 143, Waller County, Texas; said 9.923 acre tract of land being out of and a part of a called 318.15 acre tract of land as conveyed to Century Land Holdings of Texas, LLC, and recorded under Waller County Clerk's File No. (W.C.C.F. No.) 2411344; said 9.923 acre tract of land being more particularly described by metes and bounds as follows:

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

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the Southeast corner of said 318.15 acre tract, the Southwest corner of Lot 39, Peregrine Estates, Section 1 as recorded in Volume 301, Page 197 of the Waller County Deed Records (W.C.D.R.) and being in the Northerly right-of-way line of F.M. 529 (120 feet wide) from which a found 1-3/4 inch disturbed iron pipe bears N 40°35' W, 2.72 feet.

THENCE S 87°53'10" W along the South line of said 318.15 acre tract and the North Right-Of-Way (R.O.W.) line of F.M. 529 (120 feet wide) as recorded in Volume 144, Page 505 of the Waller County Deed Records (W.C.D.R.) a distance of 1,475.15 feet to a point in the South line of said 318.15 acre tract and the North line of said F.M. 529;

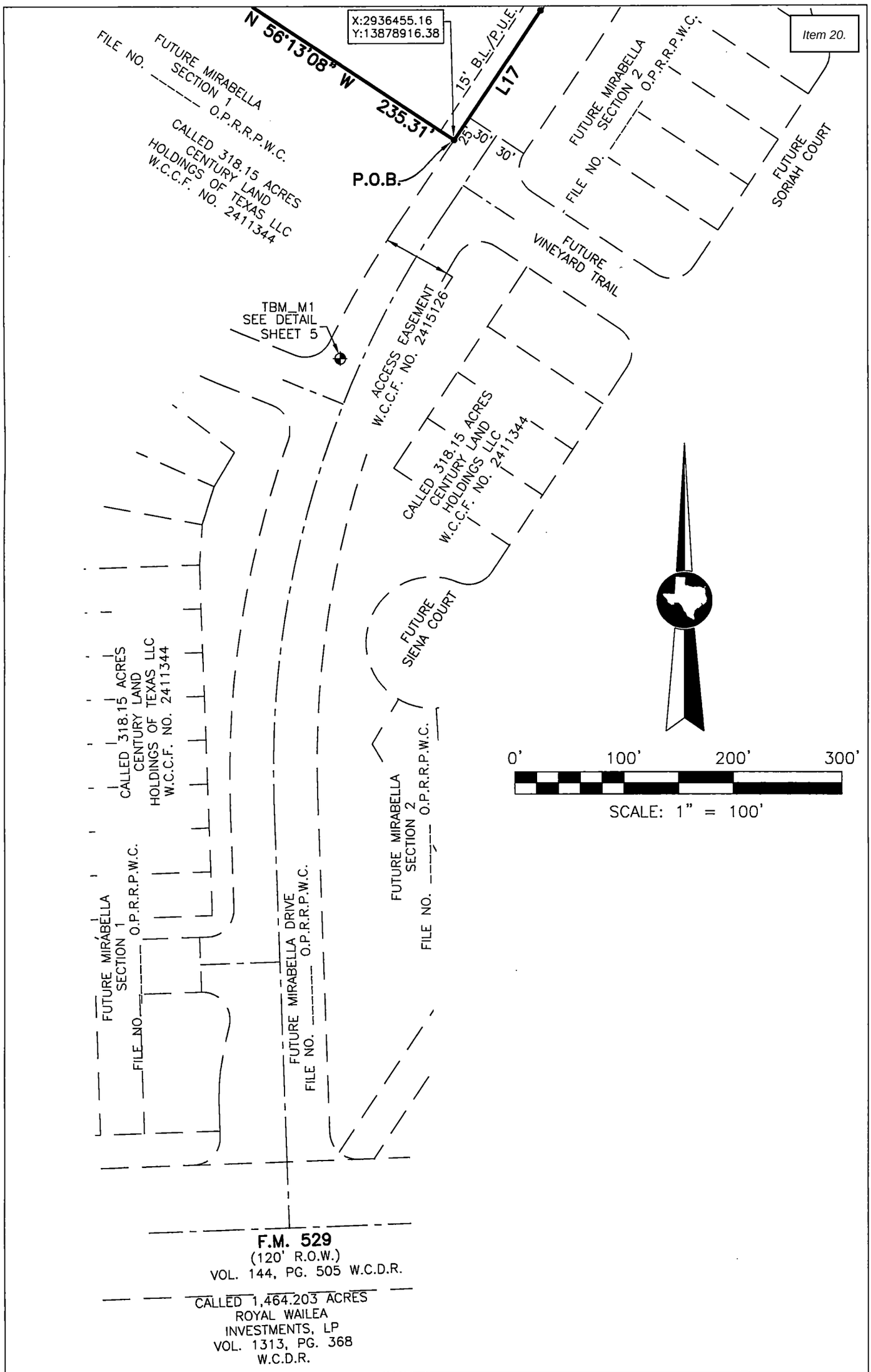
THENCE N 02°06'50" W over and across said 318.15 acre tract a distance of 925.85 feet to the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE along the Southerly line of this tract of land the following ten (10) courses and distances:

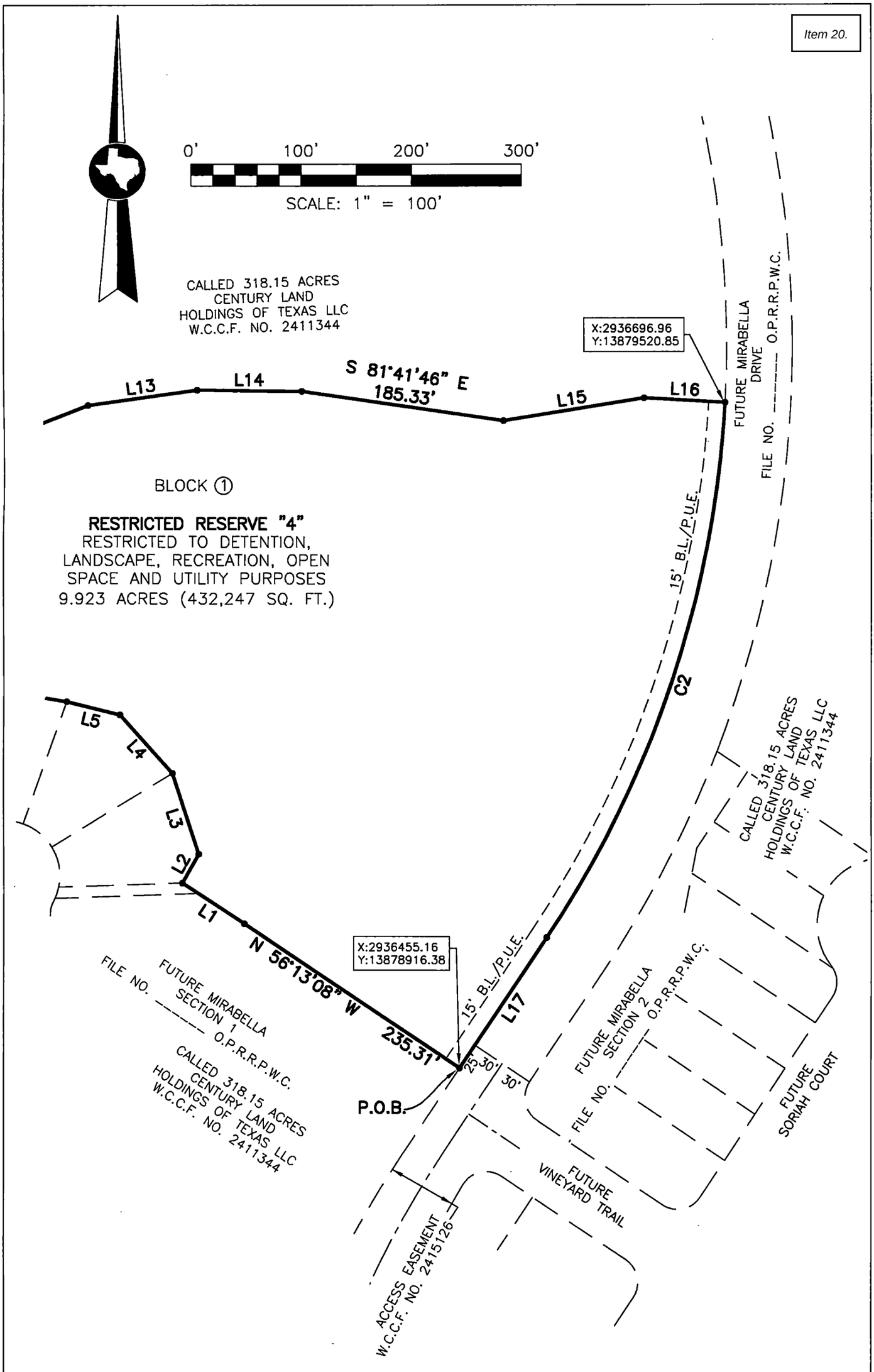
1. North 56°13'08" West, a distance of 235.31 feet to a point for corner;
2. North 56°51'01" West, a distance of 67.07 feet to a point for corner;
3. North 28°58'51" East, a distance of 30.22 feet to a point for corner;
4. North 17°57'30" West, a distance of 77.09 feet to a point for corner;
5. North 41°53'24" West, a distance of 71.17 feet to a point for corner;
6. North 76°15'50" West, a distance of 49.88 feet to a point for corner;
7. North 80°45'28" West, a distance of 81.28 feet to a point for corner;
8. North 87°33'27" West, a distance of 50.51 feet to a point for corner;
9. South 88°30'32" West, a distance of 54.06 feet to a point for corner;
10. South 87°57'22" West, a distance of 579.77 feet to the Southwest corner of this tract of land;
11. THENCE North 02°02'38" West, along the Westerly line of this tract of land a distance of 238.10 feet to the Northwest corner of this tract of land;

THENCE along the Northerly line of this tract of land the following twelve (12) courses and distances:

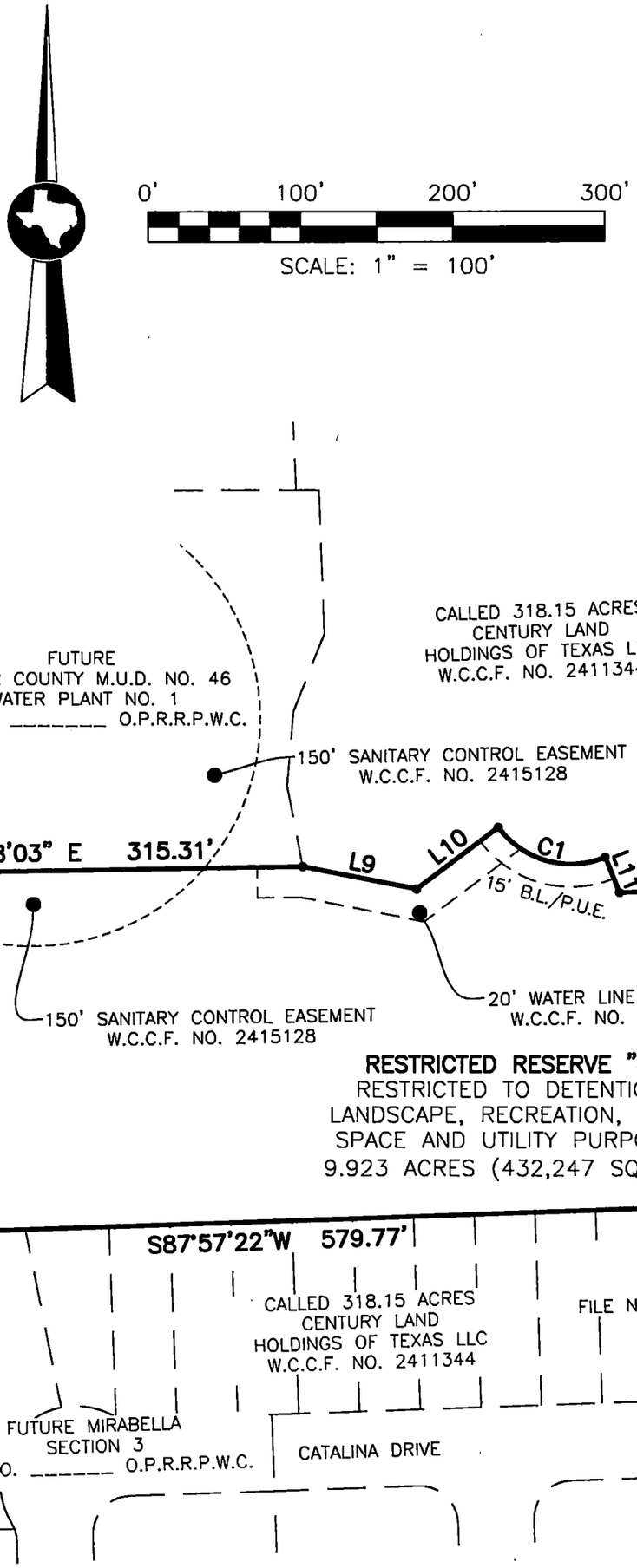
12. North 88°58'03" East, a distance of 315.31 feet to a point for corner;
13. South 78°53'13" East, a distance of 76.28 feet to a point for corner;
14. North 53°04'02" East, a distance of 67.19 feet to a point for corner being in the arc of a non-tangent curve to the left;
15. Along said non-tangent curve to the left having a radius of 60.00 feet, a central angle of 75°12'36", an arc length of 78.76 feet and a chord bearing South 74°32'16" East, a distance of 73.23 feet to a point for corner;
16. South 22°08'34" East, a distance of 25.00 feet to a point for corner;
17. North 87°57'22" East, a distance of 155.17 feet to a point for corner;
18. North 68°37'45" East, a distance of 121.51 feet to a point for corner;
19. North 81°55'30" East, a distance of 100.03 feet to a point for corner;
20. South 89°25'40" East, a distance of 94.91 feet to a point for corner;
21. South 81°41'46" East, a distance of 185.33 feet to a point for corner;
22. North 80°51'32" East, a distance of 129.78 feet to a point for corner;
23. South 86°49'29" East, a distance of 73.91 feet to the Northeast corner of this tract of land being in the arc of a non-tangent curve to the right;
24. THENCE along the Easterly line of this tract of land and said non-tangent curve to the right having a radius of 970.00 feet, a central angle of 30°36'21", an arc length of 518.15 feet and a chord bearing South 18°28'41" West, a distance of 512.01 feet, to a point for tangency;
25. THENCE South 33°46'52" West, along the Easterly line of this tract of land a distance of 143.07 feet to the POINT OF BEGINNING and containing 9.923 acres (432,247 sq. ft.) of land.



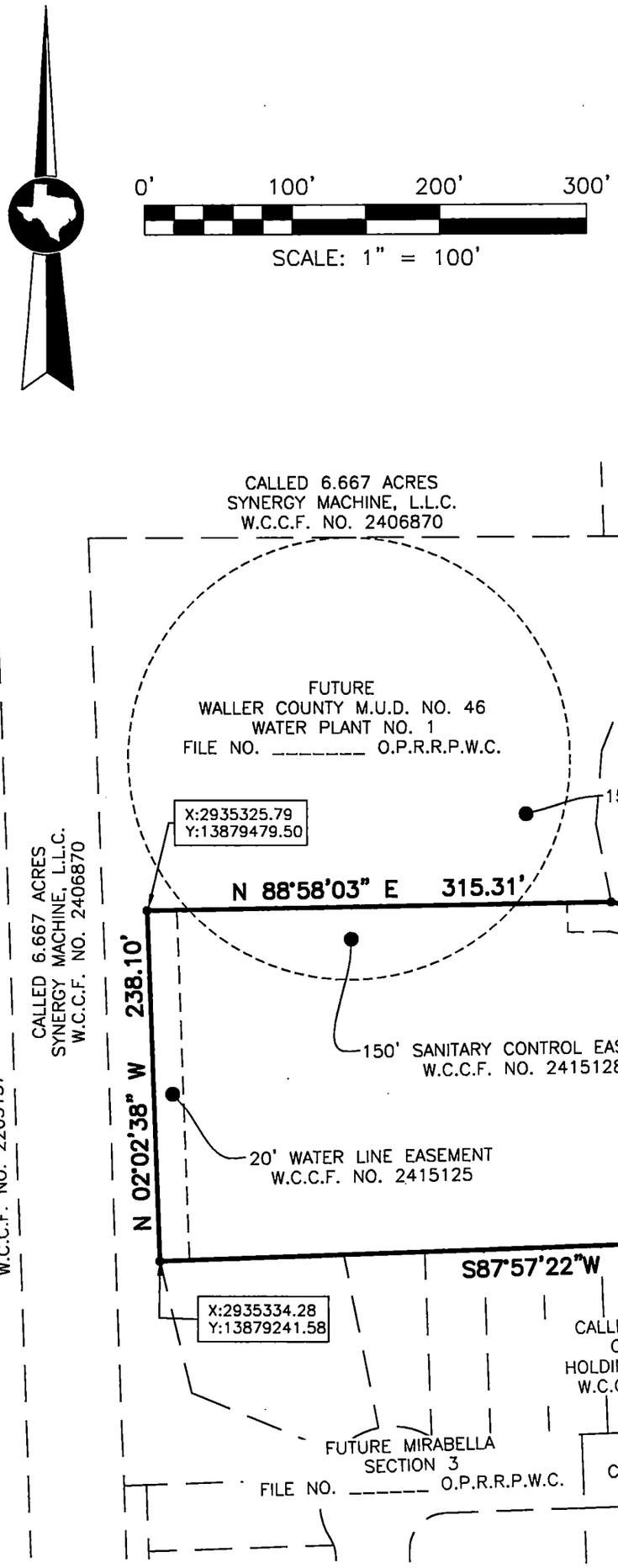

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# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Houston Oaks Section Six Amending Plat No. 3

**Date**: July 23, 2025

**Background**

Amend Houston Oaks Section Six Plat No. 3 to Reduce 20 Foot B.L. & P.U.E to 15 Feet along Dewberry Drive.

**Staff Recommendation**

Amending Plat No. 3

STATE OF TEXAS :
COUNTY OF WALLER :

WE, WE, STEVEN D. ALVIS, MANAGING MEMBER OF SM HOUSTON OAKS VENTURE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE MANAGER OF HOUSTON OAKS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS VENTURE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF HOUSTON OAKS NORTH GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS NORTH, L.P., ON BEHALF OF SAID LIMITED PARTNERSHIP; AND FRANK W. HARRISON III AND ANN H. HARRISON, HUSBAND AND WIFE; OWNERS OF RECORD OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 3, ACCORDING TO THE LINES, LOTS, BUILDING LINE, STREETS, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 3, LOCATED IN SAMUEL C. NEILL SURVEY, ABSTRACT NO. 230, WALLER COUNTY, TEXAS.

WE, THE AFOREMENTIONED, HEREBY DEDICATE FOR PUBLIC USE ALL EASEMENTS, EXCEPT ROAD EASEMENTS, SHOWN THEREON. IT IS OUR INTENTION THAT ALL ROADS WITHIN THE SUBDIVISION SHALL REMAIN PRIVATE AND NOT ACCESSIBLE TO THE GENERAL PUBLIC. THE RESPONSIBILITY FOR CONSTRUCTION OF ALL ROADS AND ALL SUBSEQUENT ROAD MAINTENANCE WILL REMAIN WITH OWNERS, OR A DULY ORGANIZED AND CHARTERED PROPERTY OWNERS ASSOCIATION, OR OTHER MAINTENANCE ORGANIZATION, WHOSE DUTIES WILL INCLUDE THE COLLECTION OF ROAD MAINTENANCE FEES AND EXPENDITURE OF SUMS COLLECTED FOR THE PROPER MAINTENANCE OF THESE ROADS AS SHOWN HEREON. THERE IS ALSO DEDICATED FOR UTILITIES, AN AERIAL EASEMENT FIVE (5) FEET WIDE TAKEN FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND (ONLY DESIGNATED WITH "U.E. AND A.E.", AS INDICATED AND DEPICTED HEREON).

THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY COMMISSIONERS' COURT. COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS. UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE COMMISSIONERS' COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THE PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

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 HOUSTON OAKS NORTH, L.P., A TEXAS LIMITED PARTNERSHIP, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.

INCLUDE CERTIFICATION THAT THE SUBDIVIDER HAS COMPLIED WITH THE REQUIREMENTS OF SECTION 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS.
4. PROPERTY OWNERS WILL OBTAIN CLASS "B" BUILDING PERMITS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR, FOR ALL BUILDING CONSTRUCTION WITHIN THE 100-YEAR FLOOD PLAIN.
5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED UNDER THE TERMS AND CONDITIONS OF RESTRICTIONS FILED SEPARATELY FOR RECORD AT VOLUME 522, PAGE 375; VOLUME 602, PAGE 315; VOLUME 956, PAGE 505; VOLUME 1014, PAGE 167; VOLUME 1193, PAGE 99; VOLUME 1234, PAGE 190; VOLUME 1238, PAGE 611; AND VOLUME 1439, PAGE 817; OF THE DEED RECORDS OF WALLER COUNTY, IN WALLER COUNTY CLERK'S FILES NOS. 1501757, 1601667, 2101775, 2210356, 2210881, AND 2307991, AND IN FILE NO. 2307414 OF THE WALLER COUNTY PLAT RECORDS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY HOUSTON OAKS NORTH, L.P., A TEXAS LIMITED PARTNERSHIP, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO THE CULMINATION OF EACH SALE.
6. THERE SHALL BE NO SANITARY SEWER SYSTEMS OR ANY WATER WELL CONSTRUCTED WITHIN 50 FEET OF ANY LOT LINE THAT DOES NOT ADJOIN A PUBLIC ROAD.
7. RIGHT-OF-WAY EASEMENTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LAND OWNER 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, IMPROVEMENTS OR MAINTENANCE.

IN TESTIMONY WHEREOF THE, STEVEN D. ALVIS, MANAGING MEMBER OF SM HOUSTON OAKS VENTURE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE MANAGER OF HOUSTON OAKS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS VENTURE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF HOUSTON OAKS NORTH GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS NORTH, L.P., ON BEHALF OF SAID LIMITED PARTNERSHIP; THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2025.

HOUSTON OAKS NORTH, L.P.,
A TEXAS LIMITED PARTNERSHIP

BY: HOUSTON OAKS NORTH GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY
IT'S GENERAL PARTNER

BY: HOUSTON OAKS VENTURE, L.P.
A TEXAS LIMITED PARTNERSHIP
ITS SOLE PARTNER

BY: HOUSTON OAKS INVESTMENTS, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: SM HOUSTON OAKS VENTURES, LLC
A TEXAS LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
STEVEN D. ALVIS, MANAGING MEMBER

STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVEN D. ALVIS, MANAGING MEMBER OF SM HOUSTON OAKS VENTURE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE MANAGER OF HOUSTON OAKS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS VENTURE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF HOUSTON OAKS NORTH GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS NORTH, L.P., ON BEHALF OF SAID LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

WITNESS OUR HANDS IN _____ COUNTY, TEXAS, THIS _____ DAY OF _____, 2025.

BY: _____
FRANK W. HARRISON III

BY: _____
ANN H. HARRISON

STATE OF TEXAS :
COUNTY OF _____ :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANK W. HARRISON III AND ANN H. HARRISON, HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE 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 _____ DAY OF _____, 2025.

_____
PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM C.O.R.S. SYSTEM. COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99994669485.

2.) SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING DESIGNED FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING, AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREESTANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL.

3.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR WALLER COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48473-C-0200 E, EFFECTIVELY DATED FEBRUARY 18, 2009, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

4.) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. A COMMUNITY WATER SYSTEM WILL BE UTILIZED TO SUPPLY WATER TO THIS SUBDIVISION. INDIVIDUAL WELLS ON LOTS ARE NOT ALLOWED.

5.) A CENTRAL OFF-SITE SANITARY SEWER PLANT WILL PROVIDE SANITARY SEWER FOR THIS SUBDIVISION. INDIVIDUAL SEPTIC SYSTEMS ON LOTS ARE NOT ALLOWED.

6.) ALL LOTS ARE SUBJECT TO A TEN (10) FOOT SIDE LOT BUILDING LINE.

7.) THERE ARE NO KNOWN PIPELINES NOR KNOWN PIPELINE EASEMENTS CROSSING THE SUBJECT PLAT.

8.) THIS SUBDIVISION WILL BE SERVED BY FIRE HYDRANTS AS PART OF A CENTRALIZED WATER SYSTEM CERTIFIED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (T.C.E.Q.) AS MEETING STANDARDS FOR WATER UTILITY SERVICE, THE COMMISSIONERS' COURT MAY REQUIRE A LIMITED FIRE SUPPRESSION SYSTEM THAT REQUIRES A DEVELOPER TO CONSTRUCT.

9.) ● - INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED: "MCKIM & CREED", UNLESS OTHERWISE NOTED.

APPROVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS, THIS _____ DAY OF _____, 2025.

_____
CARBETT J. DUHON III
COUNTY JUDGE

_____
JOHN A. AMSLER
COMMISSIONER, PRECINCT 1

_____
WALTER E. SMITH
COMMISSIONER, PRECINCT 2

_____
KENDRICK D. JONES
COMMISSIONER, PRECINCT 3

_____
JUSTIN BECKENDORFF
COMMISSIONER, PRECINCT 4

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

PRIVATELY MAINTAINED PAVED STREETS:

WE, HOUSTON OAKS NORTH, L.P., A TEXAS LIMITED PARTNERSHIP; AND FRANK W. HARRISON III AND ANN H. HARRISON, HUSBAND AND WIFE; BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT WALLER COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS HOUSTON OAKS NORTH, L.P. AND/OR THE ESTATES OF HOUSTON OAKS COMMUNITY ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY WALLER COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE WALLER COUNTY COMMISSIONERS' COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. HOUSTON OAKS NORTH, L.P. AND ALL CURRENT AND FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO HOUSTON OAKS NORTH, L.P. AND/OR THE ESTATES OF HOUSTON OAKS COMMUNITY ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

THE PROPOSED USE OF THE LAND IS SINGLE-FAMILY RESIDENTIAL DWELLINGS.

THIS IS TO CERTIFY THAT I, ROBERT CHRIS KELLY, 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, PERMANENT REFERENCED MONUMENTS, AND PERMANENT CONTROL POINTS WILL BE SET AT THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL #48473-C-0200 E, DATED 2/18/2009.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 0.2% ANNUAL CHANCE (500 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL #48473-C-0200 E, DATED 2/18/2009.

_____
ROBERT CHRIS KELLY, R.P.L.S.
TEXAS REGISTRATION NO. 6833
CKELLY@MCKIMCREED.COM

STATE OF TEXAS
REGISTERED
ROBERT CHRIS KELLY
6833
PROFESSIONAL
LAND SURVEYOR

THERE IS HEREBY GRANTED TO SAN BERNARD ELECTRIC COOPERATIVE, INC. WHOSE ADDRESS IS P.O. BOX 1208, BELLVILLE, TEXAS 77418, AND TO ITS SUCCESSORS, ASSIGNS AND LESSEES, AN UNOBSTRUCTED UTILITY EASEMENT FOR ELECTRIC, COMMUNICATION, AND OTHER UTILITIES AS MAY BECOME AVAILABLE, CONSISTING OF ALL NECESSARY OR DESIRABLE EQUIPMENT ACROSS, ALONG, UPON, OVER, ABOVE, AND UNDER LANDS WITHIN THE BOUNDARIES OF THE SUBDIVISION AS DESCRIBED BELOW.

1.) OWNERS DO HEREBY DEDICATE AN UNOBSTRUCTED UTILITY EASEMENT ALONG ALL PROPERTY LINES ADJACENT TO ALL EXISTING PUBLICLY DEDICATED ROADS BORDERING THE SUBDIVISION AND PRIVATE ROADS WITHIN THE SUBDIVISION DEDICATED BY THIS PLAT, AS SHOWN.

2.) OWNERS DO HEREBY DEDICATE A TEN FEET (10') UNOBSTRUCTED UTILITY EASEMENT ALONG AND ADJACENT TO ALL PROPERTY LINES IN THIS SUBDIVISION AND RESERVE AREAS, BEING TEN FEET (10') ON EITHER SIDE OF THE PROPERTY LINES FOR A TOTAL WIDTH OF TWENTY FEET (20').

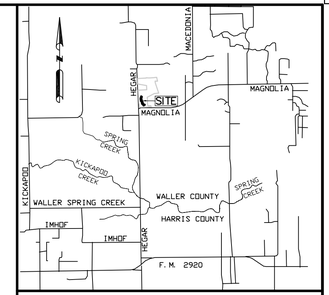
3.) OWNERS DO HEREBY DEDICATE A TWENTY FEET (20') WIDE UNOBSTRUCTED UTILITY EASEMENT FOR GUYS BEING TEN FEET (10') ON EACH SIDE OF THE CENTERLINE OF THE GUY AND PROTRUDING FIVE FEET (5') PAST THE POINT OF WHERE THE ANCHOR ENTERS THE EARTH.

4.) SAN BERNARD ELECTRIC COOPERATIVE, INC. IS GRANTED THE RIGHT TO BUILD AND MAINTAIN UTILITIES ON, ACROSS, ALONG, UPON, OVER, ABOVE AND UNDER ALL PRIVATELY DEDICATED ROAD RIGHTS-OF-WAYS IN THIS SUBDIVISION, IN ORDER TO PROVIDE ELECTRIC AND OTHER SERVICES TO LOTS AS IT BECOMES NECESSARY.

5.) SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO REMOVE, CUT DOWN, AND CHEMICALLY TREAT WITH HERBICIDES, ALL TREES, SHRUBBERY AND VEGETATION WITHIN SAID EASEMENT AND THE RIGHT TO REMOVE, CUT, AND TRIM FROM TIME TO TIME ALL DEAD, WEAK, LEANING, OR DANGEROUS TREES ADJACENT TO AND OUTSIDE OF SAID EASEMENT THAT ARE TALL ENOUGH TO STRIKE THE CONDUCTOR AND/OR EQUIPMENT IN FALLING. SAN BERNARD ELECTRIC COOPERATIVE, INC. WILL NOT BE RESPONSIBLE FOR REMOVING DEBRIS FROM VEGETATION GROWING OUTSIDE THEIR EASEMENTS WHEN CUTTING DOWN WEAK AND LEANING TREES AND BRUSH OUTSIDE THE EASEMENT.

6.) SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO USE AND KEEP ALL OF SAID EASEMENT AREA GRANTED HEREBY FREE AND CLEAR OF ANY AND ALL OBSTRUCTIONS, EXCEPT FENCES THAT DO NOT EXCEED EIGHT FEET (8') IN HEIGHT AND DO NOT INTERFERE WITH THE OPERATION AND REPLACEMENT OF SAN BERNARD ELECTRIC COOPERATIVE'S FACILITIES. SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID RIGHT-OF-WAY FOR THE PURPOSE OF RECLEARING VEGETATION, CONSTRUCTING, RECONSTRUCTING, REPHASING, RESPANNING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, REPLACING, ADDING, AND REMOVING SAID CONDUCTORS, POLES AND EQUIPMENT. ACCESS FOR CONSTRUCTION, MAINTENANCE, INSPECTION, AND SURVEYING OF FACILITIES MAY BE DONE WITH, BUT NOT LIMITED TO VEHICLES, ATV, AERIAL DRONE, PEDESTRIAN, AND OTHER METHODS.

7.) THE GRANTOR, HIS SUCCESSORS, ASSIGNS, AGENTS OR LICENSEES SHALL NOT HAVE THE RIGHT TO CAUSE OR PERMIT ANY OBSTACLES EXCEPT FENCES NOT TO EXCEED EIGHT FEET (8') IN HEIGHT TO BE PLACED OR CONSTRUCTED WITHIN SAID EASEMENT AREA WITHOUT THE EXPRESS WRITTEN CONSENT OF THE COOPERATIVE. FENCES SHALL NOT BE PLACED OR CONSTRUCTED IN ANY WAY THAT WOULD PREVENT SAN BERNARD ELECTRIC COOPERATIVE, INC. FROM EXERCISING ANY RIGHTS AND PRIVILEGES EXPRESSED HEREIN.




VICINITY MAP
(NOT TO SCALE)

I, 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 ROSS MCCALL, P.E.
COUNTY ENGINEER

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE _____ DAY OF _____, 2025, A.D. AT _____ O'CLOCK _____. M, IN FILE # _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

DEBBIE HOLLAN

_____
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY _____
DEPUTY

# HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 3

*A SUBDIVISION OF A 2.5985 ACRES OF LAND*
*BEING ALL OF LOTS 1, 6, 7, 13, 14, AND 15, BLOCK 5,*
*HOUSTON OAKS SECTION SIX*
*(FILE NO. 2307414; W.C.P.R.)*
*IN THE SAMUEL C. NEILL SURVEY,*
*ABSTRACT NO. 230,*
*WALLER COUNTY, TEXAS*

*6 LOTS - 1 BLOCK*

REASON FOR AMENDING PLAT:

TO REDUCE 20 FOOT B.L. & P.U.E. TO 15 FEET ALONG DEWBERRY DRIVE

*~ OWNERS ~*

**HOUSTON OAKS NORTH, L.P.**
A Texas limited partnership
8827 W. Sam Houston Parkway N., Suite 200
Houston, Texas 77040
PHONE: 281.477.4300

**FRANK W. HARRISON III & ANN H. HARRISON**
47 Cattail Court
Hockley, Texas 77447
PHONE: 281.000.1111

*~ SURVEYOR ~*

McKIM&CREED
ENGINEERS, SURVEYORS, PLANNERS
12718 Century Drive
Stafford, Texas 77477
281.491.2525
www.mckimcreed.com
TBPELS Firm Registration No. 10177600

JOB NO. 08499-0006

DECEMBER 2024

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

# HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 3

*A SUBDIVISION OF A 2.5985 ACRES OF LAND*
*BEING ALL OF LOTS 1, 6, 7, 13, 14, AND 15, BLOCK 5,*
*HOUSTON OAKS SECTION SIX*
*(FILE NO. 2307414; W.C.P.R.)*
*IN THE SAMUEL C. NEILL SURVEY,*
*ABSTRACT NO. 230,*
*WALLER COUNTY, TEXAS*

*6 LOTS – 1 BLOCK*

REASON FOR AMENDING PLAT:
TO REDUCE 20 FOOT B.L. & P.U.E. TO 15 FEET ALONG DEWBERRY DRIVE

*~ OWNERS ~*

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8827 W. Sam Houston Parkway N., Suite 200
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PHONE: 281.477.4300

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*~ SURVEYOR ~*

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JOB NO. 08499-0006

DECEMBER 2024

*SHEET 2 OF 2*

**LEGEND**

| | |
|---|---|
| B. L. | – BUILDING LINE |
| FND | – FOUND |
| IR | – IRON ROD |
| FT. | – FEET |
| NO. | – NUMBER |
| P. A. E. | – PERMANENT ACCESS EASEMENT |
| PG. | – PAGE |
| P. U. E. | – PUBLIC UTILITY EASEMENT |
| R. O. W. | – RIGHT OF WAY |
| SQ. FT. | – SQUARE FEET |
| U. E. | – UTILITY EASEMENT |
| VOL. | – VOLUME |
| W/ | – WITH |
| W. C. C. F. | – WALLER COUNTY CLERK'S FILE |
| W. C. D. R. | – WALLER COUNTY DEED RECORDS |
| W. C. P. R. | – WALLER COUNTY PLAT RECORDS |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 87°01'38" W | 109.55' |
| L2 | N 87°13'06" E | 82.23' |
| L3 | N 88°52'00" W | 15.58' |
| L4 | S 72°55'14" W | 105.71' |
| L5 | N 63°01'19" E | 129.36' |
| L6 | S 50°24'53" W | 28.87' |
| L7 | S 63°01'19" W | 22.56' |
| L8 | N 50°24'53" E | 28.87' |
| L9 | S 00°25'41" E | 49.73' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH | CHORD |
| C1 | 9°07'16" | 620.00' | 98.70' | S 63°14'11" E – 98.59' |
| C2 | 82°13'09" | 25.00' | 35.87' | S 17°33'59" E – 32.88' |
| C3 | 10°12'51" | 630.00' | 112.31' | S 18°26'10" W – 112.16' |
| C4 | 88°36'45" | 25.00' | 38.66' | S 57°38'07" W – 34.92' |
| C5 | 3°27'50" | 1030.00' | 62.27' | N 79°47'25" W – 62.26' |
| C6 | 5°22'38" | 970.00' | 91.03' | S 80°20'46" E – 91.00' |
| C7 | 81°20'02" | 25.00' | 35.49' | S 36°59'27" E – 32.58' |
| C8 | 12°08'18" | 630.00' | 133.47' | S 02°23'35" E – 133.22' |
| C9 | 14°23'17" | 630.00' | 158.21' | S 18°46'51" E – 157.79' |
| C10 | 97°06'23" | 25.00' | 42.37' | S 22°34'42" W – 37.48' |
| C11 | 20°00'07" | 270.00' | 94.26' | S 81°07'57" W – 93.78' |
| C12 | 10°05'35" | 25.00' | 4.40' | N 83°49'12" W – 4.40' |
| C13 | 9°41'44" | 330.00' | 55.84' | N 73°49'56" E – 55.78' |
| C14 | 87°05'05" | 25.00' | 38.00' | S 67°28'23" E – 34.44' |
| C15 | 8°34'39" | 970.00' | 145.21' | S 19°38'31" E – 145.08' |
| C16 | 13°31'04" | 255.00' | 60.16' | S 21°29'53" E – 60.02' |
| C17 | 78°40'19" | 25.00' | 34.33' | S 11°04'44" W – 31.69' |
| C18 | 12°36'25" | 170.00' | 37.41' | S 56°43'06" W – 37.33' |
| C19 | 4°48'16" | 230.00' | 19.29' | N 52°49'01" E – 19.28' |
| C20 | 78°40'19" | 25.00' | 34.33' | N 89°45'03" E – 31.69' |
| C21 | 39°30'53" | 255.00' | 175.86' | S 70°40'15" E – 172.40' |

# WALLER COUNTY

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

## MEMORANDUM

**To:** Honorable Commissioners' Court

**Item:** Houston Oaks Section Six Amending Plat No. 4

**Date**: July 23, 2025

**Background**
Amend Houston Oaks Section Six Plat No. 4 to Reconfigure Lot 17 and create One Reserve.

**Staff Recommendation**
Amending Plat No. 4

STATE OF TEXAS :

COUNTY OF WALLER :

WE, STEVEN D. ALVIS, MANAGING MEMBER OF SM HOUSTON OAKS VENTURE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE MANAGER OF HOUSTON OAKS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS VENTURE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF HOUSTON OAKS NORTH GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS NORTH, L.P., ON BEHALF OF SAID LIMITED PARTNERSHIP; OWNERS OF RECORD OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 4, ACCORDING TO THE LINES, LOTS, BUILDING LINE, STREETS, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS HOUSTON OAKS SECTION SIX, LOCATED IN SAMUEL C. NEILL SURVEY, ABSTRACT NO. 230, WALLER COUNTY, TEXAS.

WE, THE AFOREMENTIONED, HEREBY DEDICATE FOR PUBLIC USE ALL EASEMENTS, EXCEPT ROAD EASEMENTS, SHOWN THEREON. IT IS OUR INTENTION THAT ALL ROADS WITHIN THE SUBDIVISION SHALL REMAIN PRIVATE AND NOT ACCESSIBLE TO THE GENERAL PUBLIC. THE RESPONSIBILITY FOR CONSTRUCTION OF ALL ROADS AND ALL SUBSEQUENT ROAD MAINTENANCE WILL REMAIN WITH OWNERS, OR A DULY ORGANIZED AND CHARTERED PROPERTY OWNERS ASSOCIATION, OR OTHER MAINTENANCE ORGANIZATION, WHOSE DUTIES WILL INCLUDE THE COLLECTION OF ROAD MAINTENANCE FEES AND EXPENDITURE OF SUMS COLLECTED FOR THE PROPER MAINTENANCE OF THESE ROADS AS SHOWN HEREON. THERE IS ALSO DEDICATED FOR UTILITIES, AN AERIAL EASEMENT FIVE (5) FEET WIDE TAKEN FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND (ONLY DESIGNATED WITH "U.E. AND A.E.", AS INDICATED AND DEPICTED HEREON).

THE BUILDING OF ALL STREETS, BRIDGES OR CULVERTS IS THE RESPONSIBILITY OF THE OWNERS IN ACCORDANCE WITH THE PLANS PRESCRIBED BY COMMISSIONERS COURT. COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS SHOWN ON THE PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS. UPON COMPLETION OF ALL OBLIGATIONS BY THE DEVELOPER AND WRITTEN APPROVAL FROM THE COMMISSIONERS COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF THE STREETS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR THE DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THE PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

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 HOUSTON OAKS NORTH, L.P., A TEXAS LIMITED PARTNERSHIP, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.

INCLUDE CERTIFICATION THAT THE SUBDIVIDER HAS COMPLIED WITH THE REQUIREMENTS OF SECTION 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

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

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

3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1–3/4) SQUARE FEET (18" DIAMETER PIPE) REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS.

4. PROPERTY OWNERS WILL OBTAIN CLASS "B" BUILDING PERMITS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR, FOR ALL BUILDING CONSTRUCTION WITHIN THE 100 YEAR FLOOD PLAIN.

5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED UNDER THE TERMS AND CONDITIONS OF RESTRICTIONS FILED SEPARATELY FOR RECORD IN WALLER COUNTY CLERK'S FILE NUMBER 2307414 OF THE MAP RECORDS OF WALLER COUNTY, TEXAS, AND IN VOLUME 522, PAGE 375 (CLERK'S FILE NO. 953522), VOLUME 602, PAGE 315 (CLERK'S FILE NO. 985905), VOLUME 903, PAGE 515 (CLERK'S FILE NO. 504970), VOLUME 956, PAGE 505 (CLERK'S FILE NO. 603270), VOLUME 1193, PAGE 99 (CLERK'S FILE NO. 1000316) AND FILED UNDER WALLER COUNTY CLERK'S FILE NO. 2210881, ALL BEING IN THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. . A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE AFORESAID OWNERS, HOUSTON OAKS NORTH, L.P., A TEXAS LIMITED PARTNERSHIP, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO THE CULMINATION OF EACH SALE.

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

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

IN TESTIMONY WHEREOF THE, STEVEN D. ALVIS, MANAGING MEMBER OF SM HOUSTON OAKS VENTURE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE MANAGER OF HOUSTON OAKS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS VENTURE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF HOUSTON OAKS NORTH GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF

HOUSTON OAKS NORTH, L.P., ON BEHALF OF SAID LIMITED PARTNERSHIP; THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2025.

HOUSTON OAKS NORTH, L.P.,
A TEXAS LIMITED PARTNERSHIP

BY: HOUSTON OAKS NORTH GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY
IT'S GENERAL PARTNER

BY: HOUSTON OAKS VENTURE, L.P.
A TEXAS LIMITED PARTNERSHIP
ITS SOLE PARTNER

BY: HOUSTON OAKS INVESTMENTS, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: SM HOUSTON OAKS VENTURES, LLC
A TEXAS LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
STEVEN D. ALVIS, MANAGING MEMBER

STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVEN D. ALVIS, MANAGING MEMBER OF SM HOUSTON OAKS VENTURE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE MANAGER OF HOUSTON OAKS INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS VENTURE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF HOUSTON OAKS NORTH GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, WHICH IS THE GENERAL PARTNER OF HOUSTON OAKS NORTH, L.P., ON BEHALF OF SAID LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ___ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____.

THIS IS TO CERTIFY THAT I, ROBERT CHRIS KELLY, 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, PERMANENT REFERENCED MONUMENTS, AND PERMANENT CONTROL POINTS WILL BE SET AT THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL #48473–C–0200 E, DATED 2/18/2009.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 0.2% ANNUAL CHANCE (500 YEAR) FLOODPLAIN AS DELINEATED ON WALLER COUNTY COMMUNITY PANEL #48473–C–0200 E, DATED 2/18/2009.

_____
ROBERT CHRIS KELLY, R.P.L.S.
TEXAS REGISTRATION NO. 6833
CKELLY@MCKIMCREED.COM

STATE OF TEXAS
REGISTERED
ROBERT CHRIS KELLY
6833
PROFESSIONAL
LAND SURVEYOR

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM C.O.R.S. SYSTEM. COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99994669485.

2.) SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING DESIGNED FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING, AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREESTANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL.

3.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR WALLER COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48473–C–0200 E, EFFECTIVELY DATED FEBRUARY 18, 2009, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

4.) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE–APPROVED COMMUNITY WATER SYSTEM. A COMMUNITY WATER SYSTEM WILL BE UTILIZED TO SUPPLY WATER TO THIS SUBDIVISION. INDIVIDUAL WELLS ON LOTS ARE NOT ALLOWED.

5.) A CENTRAL OFF–SITE SANITARY SEWER PLANT WILL PROVIDE SANITARY SEWER FOR THIS SUBDIVISION. INDIVIDUAL SEPTIC SYSTEMS ON LOTS ARE NOT ALLOWED.

6.) ALL LOTS ARE SUBJECT TO A TEN (10) FOOT SIDE LOT BUILDING LINE.

7.) THERE ARE NO KNOWN PIPELINES NOR KNOWN PIPELINE EASEMENTS CROSSING THE SUBJECT PLAT.

8.) THIS SUBDIVISION WILL BE SERVED BY FIRE HYDRANTS AS PART OF A CENTRALIZED WATER SYSTEM CERTIFIED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (T.C.E.Q.) AS MEETING STANDARDS FOR WATER UTILITY SERVICE, THE COMMISSIONERS COURT MAY REQUIRE A LIMITED FIRE SUPPRESSION SYSTEM THAT REQUIRES A DEVELOPER TO CONSTRUCT.

9.) • – INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED: "MCKIM & CREED", UNLESS OTHERWISE NOTED.

10.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS RECORDED IN VOLUME 1256, PAGE 222, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS; AND IN WALLER COUNTY CLERK'S FILE NOS. 2201825, 2201826, AND 2310734.

THERE IS HEREBY GRANTED TO SAN BERNARD ELECTRIC COOPERATIVE, INC. WHOSE ADDRESS IS P.O. BOX 1208, BELLVILLE, TEXAS 77418, AND TO ITS SUCCESSORS, ASSIGNS AND LESSEES, AN UNOBSTRUCTED UTILITY EASEMENT FOR ELECTRIC, COMMUNICATION, AND OTHER UTILITIES AS MAY BECOME AVAILABLE, CONSISTING OF ALL NECESSARY OR DESIRABLE EQUIPMENT ACROSS, ALONG, UPON, OVER, ABOVE, AND UNDER LANDS WITHIN THE BOUNDARIES OF THE SUBDIVISION AS DESCRIBED BELOW.

1.) OWNERS DO HEREBY DEDICATE A TWENTY FOOT (20') UNOBSTRUCTED UTILITY EASEMENT ALONG ALL PROPERTY LINES ADJACENT TO ALL EXISTING PUBLICLY DEDICATED ROADS BORDERING THE SUBDIVISION AND PRIVATE ROADS WITHIN THE SUBDIVISION DEDICATED BY THIS PLAT, UNLESS OTHERWISE NOTED.

2.) OWNERS DO HEREBY DEDICATE A TEN FEET (10') UNOBSTRUCTED UTILITY EASEMENT ALONG AND ADJACENT TO ALL PROPERTY LINES IN THIS SUBDIVISION AND RESERVE AREAS, BEING TEN FEET (10') ON EITHER SIDE OF THE PROPERTY LINES FOR A TOTAL WIDTH OF TWENTY FEET (20').

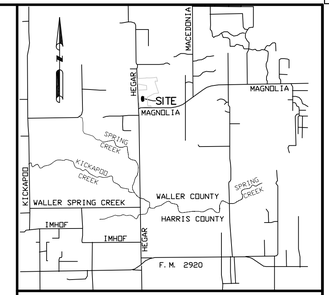
3.) OWNERS DO HEREBY DEDICATE A TWENTY FEET (20') WIDE UNOBSTRUCTED UTILITY EASEMENT FOR GUYS BEING TEN FEET (10') ON EACH SIDE OF THE CENTERLINE OF THE GUY AND PROTRUDING FIVE FEET (5') PAST THE POINT OF WHERE THE ANCHOR ENTERS THE EARTH.

4.) SAN BERNARD ELECTRIC COOPERATIVE, INC. IS GRANTED THE RIGHT TO BUILD AND MAINTAIN UTILITIES ON, ACROSS, ALONG, UPON, OVER, ABOVE AND UNDER ALL PRIVATELY DEDICATED ROAD RIGHT–OF–WAYS IN THIS SUBDIVISION, IN ORDER TO PROVIDE ELECTRIC AND OTHER SERVICES TO LOTS AS IT BECOMES NECESSARY.

5.) SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO REMOVE, CUT DOWN, AND CHEMICALLY TREAT WITH HERBICIDES, ALL TREES, SHRUBBERY AND VEGETATION WITHIN SAID EASEMENT AND THE RIGHT TO REMOVE, CUT, AND TRIM FROM TIME TO TIME ALL DEAD, WEAK, LEANING, OR DANGEROUS TREES ADJACENT TO AND OUTSIDE OF SAID EASEMENT THAT ARE TALL ENOUGH TO STRIKE THE CONDUCTOR AND/OR EQUIPMENT IN FALLING. SAN BERNARD ELECTRIC COOPERATIVE, INC. WILL NOT BE RESPONSIBLE FOR REMOVING DEBRIS FROM VEGETATION GROWING OUTSIDE THEIR EASEMENTS WHEN CUTTING DOWN WEAK AND LEANING TREES AND BRUSH OUTSIDE THE EASEMENT.

6.) SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO USE AND KEEP ALL OF SAID EASEMENT AREA GRANTED HEREBY FREE AND CLEAR OF ANY AND ALL OBSTRUCTIONS, EXCEPT FENCES THAT DO NOT EXCEED EIGHT FEET (8') IN HEIGHT AND DO NOT INTERFERE WITH THE OPERATION AND REPLACEMENT OF SAN BERNARD ELECTRIC COOPERATIVE'S FACILITIES. SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID RIGHT–OF–WAY FOR THE PURPOSE OF RECLEARING VEGETATION, CONSTRUCTING, RECONSTRUCTING, REPHASING, RESPANNING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, REPLACING, ADDING, AND REMOVING SAID CONDUCTORS, POLES AND EQUIPMENT. ACCESS FOR CONSTRUCTION, MAINTENANCE, INSPECTION, AND SURVEYING OF FACILITIES MAY BE DONE WITH, BUT NOT LIMITED TO VEHICLES, ATV, AERIAL DRONE, PEDESTRIAN, AND OTHER METHODS.

7.) THE GRANTOR, HIS SUCCESSORS, ASSIGNS, AGENTS OR LICENSEES SHALL NOT HAVE THE RIGHT TO CAUSE OR PERMIT ANY OBSTACLES EXCEPT FENCES NOT TO EXCEED EIGHT FEET (8') IN HEIGHT TO BE PLACED OR CONSTRUCTED WITHIN SAID EASEMENT AREA WITHOUT THE EXPRESS WRITTEN CONSENT OF THE COOPERATIVE. FENCES SHALL NOT BE PLACED OR CONSTRUCTED IN ANY WAY THAT WOULD PREVENT SAN BERNARD ELECTRIC COOPERATIVE, INC. FROM EXERCISING ANY RIGHTS AND PRIVILEGES EXPRESSED HEREIN.




VICINITY MAP
(NOT TO SCALE)

APPROVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS THIS ___ DAY OF _____, 2025.

_____
CARBETT J. DUHON III
COUNTY JUDGE

_____
JOHN A. AMSLER
COMMISSIONER, PRECINCT 1

_____
WALTER E. SMITH
COMMISSIONER, PRECINCT 2

_____
KENDRICK D. JONES
COMMISSIONER, PRECINCT 3

_____
JUSTIN BECKENDORFF
COMMISSIONER, PRECINCT 4

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

PRIVATELY MAINTAINED PAVED STREETS:

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

THE PROPOSED USE OF THE LAND IS
SINGLE–FAMILY RESIDENTIAL DWELLINGS.

WE, FROST BANK, A TEXAS STATE BANK, OWNER AND HOLDER OF A LIENS AGAINST THE PLAT KNOWN AS **HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 4**, ACCORDING TO INSTRUMENTS RECORDED IN WALLER COUNTY CLERK'S FILE NOS. 2203648, 2215210, 2403776, 2413133, 2215150, AND 2404018, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT LIENS AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

THIS ___ DAY OF _____, 2025.

_____
GENE JOHNSON, MARKET PRESIDENT

STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GENE JOHNSON, MARKET PRESIDENT OF FROST BANK, A TEXAS STATE BANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID BANKING INSTITUTION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

I, 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 ROSS MCCALL, P.E.
COUNTY ENGINEER

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE _____ DAY OF _____, 2025, A.D. AT _____ O'CLOCK _____ M, IN FILE # _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

DEBBIE HOLLAN

_____
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY_____
DEPUTY

# HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 4

***A SUBDIVISION OF A 0.9839 ACRE TRACT OF LAND BEING ALL OF LOTS 17 AND 18, BLOCK 3, HOUSTON OAKS SECTION SIX (FILE NO. 2307414; W.C.P.R.) IN THE SAMUEL C. NEILL SURVEY, ABSTRACT NO. 230, WALLER COUNTY, TEXAS***

***1 LOT – 1 BLOCK – 1 RESERVE***

REASON FOR REPLAT:
TO RECONFIGURE LOT 17 AND CREATE ONE RESERVE

***~ OWNER ~***

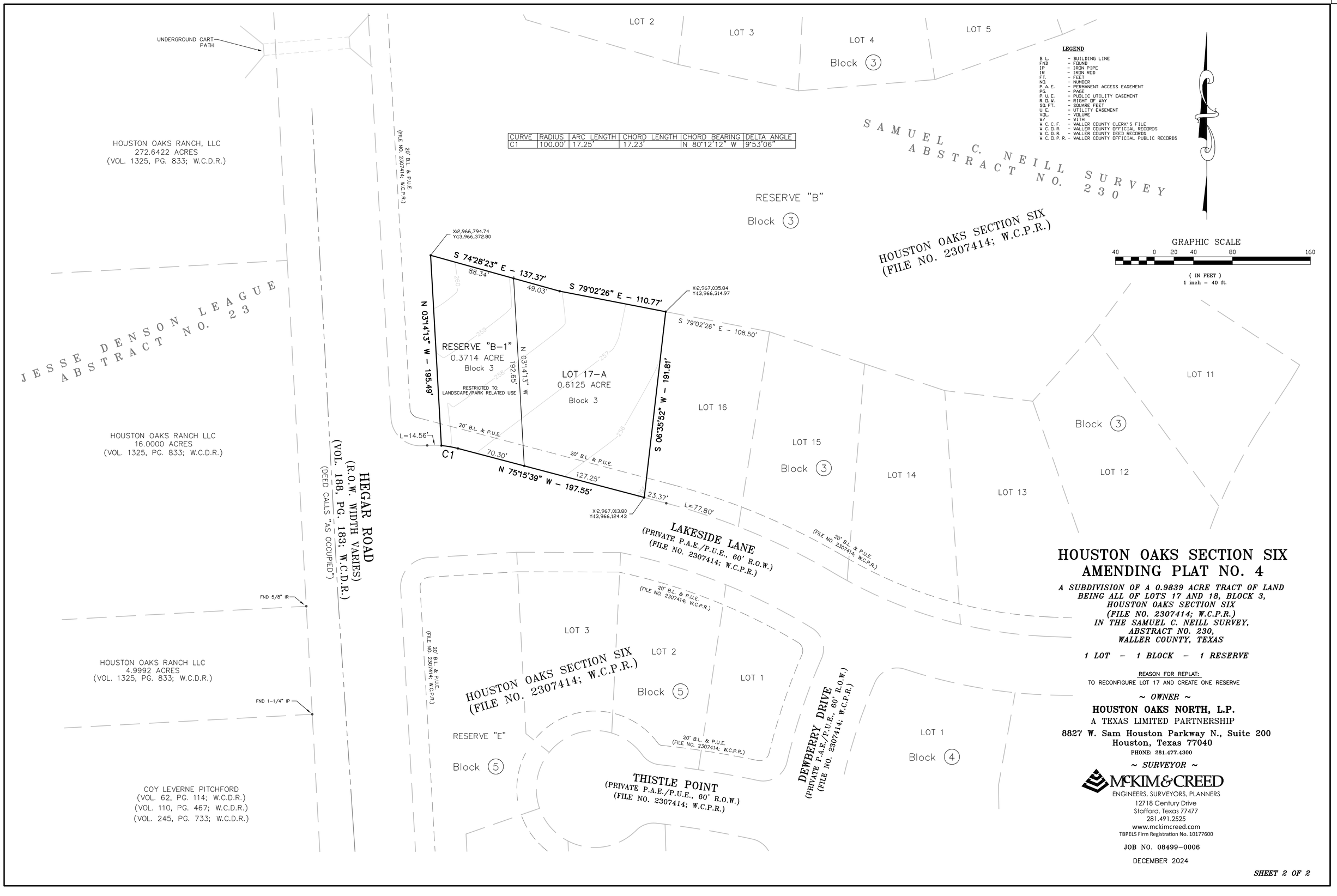
**HOUSTON OAKS NORTH, L.P.**
A TEXAS LIMITED PARTNERSHIP
**8827 W. Sam Houston Parkway N., Suite 200**
**Houston, Texas 77040**
**PHONE: 281.477.4300**

***~ SURVEYOR ~***

McKIM&CREED
ENGINEERS, SURVEYORS, PLANNERS
12718 Century Drive
Stafford, Texas 77477
281.491.2525
www.mckimcreed.com
TBPELS Firm Registration No. 10177600

**JOB NO. 08499–0006**

DECEMBER 2024




| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 100.00' | 17.25' | 17.23' | N 80°12'12" W | 9°53'06" |

**LEGEND**

| | |
|---|---|
| B. L. | – BUILDING LINE |
| FND | – FOUND |
| IP | – IRON PIPE |
| IR | – IRON ROD |
| FT. | – FEET |
| NO. | – NUMBER |
| P. A. E. | – PERMANENT ACCESS EASEMENT |
| PG. | – PAGE |
| P. U. E. | – PUBLIC UTILITY EASEMENT |
| R. O. W. | – RIGHT OF WAY |
| SQ. FT. | – SQUARE FEET |
| U. E. | – UTILITY EASEMENT |
| VOL. | – VOLUME |
| W/ | – WITH |
| W. C. C. F. | – WALLER COUNTY CLERK'S FILE |
| W. C. O. R. | – WALLER COUNTY OFFICIAL RECORDS |
| W. C. D. R. | – WALLER COUNTY DEED RECORDS |
| W. C. O. P. R. | – WALLER COUNTY OFFICIAL PUBLIC RECORDS |

GRAPHIC SCALE

40 0 20 40 80 160

( IN FEET )
1 inch = 40 ft.

# HOUSTON OAKS SECTION SIX AMENDING PLAT NO. 4

*A SUBDIVISION OF A 0.9839 ACRE TRACT OF LAND BEING ALL OF LOTS 17 AND 18, BLOCK 3, HOUSTON OAKS SECTION SIX (FILE NO. 2307414; W.C.P.R.) IN THE SAMUEL C. NEILL SURVEY, ABSTRACT NO. 230, WALLER COUNTY, TEXAS*

*1 LOT – 1 BLOCK – 1 RESERVE*

REASON FOR REPLAT:
TO RECONFIGURE LOT 17 AND CREATE ONE RESERVE

*~ OWNER ~*

**HOUSTON OAKS NORTH, L.P.**
A TEXAS LIMITED PARTNERSHIP
**8827 W. Sam Houston Parkway N., Suite 200**
**Houston, Texas 77040**
**PHONE: 281.477.4300**

*~ SURVEYOR ~*

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JOB NO. 08499-0006

DECEMBER 2024

*SHEET 2 OF 2*

DRAWING INFO:

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

**APPLICATION:** R & L SOLUTIONS INC are requesting to be allowed to amend lots 5-27, block 1, Frontier Farms Section Two. The amendment will create ten (10) lots and one (1) block.

*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 September 3rd 9:00 a.m. at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445.

# WALLER COUNTY
# RIGHT-OF-WAY PERMIT

**Approval Date:** 06/25/2025

Permit # 2025-382

Issued To: AT & T

**Road Name(s):** Owens Rd

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

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.

2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

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

# Schlipf Road: US 290 to Franz Road

- Prime: Tetra Tech
- Environmental: Holloway Environmental
- Surveying: Quiddity
- Geotechnical: Ninyo and Moore
- Utilities: Tetra Tech

THE STATE OF TEXAS
COUNTY OF WALLER

# INTERLOCAL AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND BROOKSHIRE MUNICIPAL WATER DISTRICT FOR AD VALOREM ASSESSMENT AND COLLECTION

This Interlocal Agreement for the assessment and collection of ad valorem taxes ("Interlocal") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Brookshire Municipal Water District ("Taxing Unit"), Water District, (each referred to individually as "Party" and collectively as "Parties").

**WHEREAS,** Waller County is a political subdivision of the State of Texas that is authorized by Texas Government Code Chapter 791 to enter into an interlocal agreement with another local government to provide governmental functions and services,

**WHEREAS**, Brookshire Municipal Water District is a Water District, which is a taxing unit under the laws of the State of Texas, and is authorized by Texas Tax Code § 6.24 to contract as provided by Texas Government Code Chapter 791;

**WHEREAS,** Texas Tax Code § 6.24 authorizes political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessing and collecting services; and

**WHEREAS**, Brookshire Municipal Water District, acting by and through its Board of Directors requests that the Waller County Tax Assessor-Collector perform duties relating to the assessment and collection of taxes for the Water District in the form and manner most economical to it and its taxpayers;

**WHEREAS**, the County, acting by and through its Commissioners Court, agrees to contract with Brookshire Municipal Water District for the Waller County Tax Assessor-Collector to perform duties relating to the assessment and collection of taxes for Brookshire Municipal Water District as requested; and

**WHEREAS**, the Waller County Tax Assessor-Collector approves of this Interlocal Agreement;

**NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions contained in the Contract, the Parties agree to the following terms and conditions:

## SECTION 1. PURPOSE

1.1 Purpose: The purpose of this Contract is to establish the terms and conditions under which the Waller County Tax Assessor-Collector will provide to the Taxing Unit assessment and collection services related to ad valorem taxes owed to the Taxing Unit.

## SECTION 2. OBLIGATIONS

2.1 Assessment and Collection: The Waller County Tax Assessor-Collector shall diligently assess and collect the ad valorem taxes the Taxing Unit imposes in Waller County, Texas, and shall promptly remit such taxes on a monthly basis to the Taxing Unit within thirty (30) days of the end of the month. The Tax Assessor-Collector shall remit the taxes into a depository specified by the Taxing Unit. The amounts remitted to the Taxing Unit shall be made only after the Fee for Services has been deducted in accordance with Section 3.1.

2.2 Record Keeping: The Waller County Tax Assessor-Collector shall prepare and mail all tax statements, provide monthly collection reports to the Taxing Unit, prepare tax certificates, develop and maintain both current and delinquent tax rolls, for relevant properties pursuant to applicable law, and develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

2.3 Written Policies and Procedures: The Tax Assessor-Collector shall develop and maintain written policies and procedures concerning its operations, to make available to the Taxing Unit regarding the operation of the county tax office

2.4 Taxing Unit's Records: The Taxing Unit shall promptly deliver to the Waller County Tax Assessor-Collector all records from the previous tax year that the Taxing Unit has accumulated and developed in the assessment and collection of taxes, and shall locate and furnish any other information and records as requested by the Tax Assessor-Collector to perform its duties. The records shall be delivered to the Tax Assessor-Collector by September 1, 2025 or as soon thereafter as possible, unless otherwise specified in writing by the Tax Assessor-Collector.

2.5 Taxing Unit's Effective Tax Rate: The Taxing Unit shall calculate its effective tax rate. The Taxing Unit shall be responsible for publishing and giving notice of said effective tax rate, and shall bear all costs associated therewith. The Taxing Unit shall be responsible for any and all costs associated with additional publication and notices that are necessary in the event the Taxing Unit fails to adopt its effective tax rate by the date required by applicable law, or if the effective tax rate adopted by the Taxing Unit is rolled back.

2.6 Additional Costs: The Taxing Unit shall pay any additional assessing costs incurred by the County for processing late and separate tax bills or issuing corrected bills, including but not limited to: preparation and mailing tax statements, postage, computer programming, paper, outsourcing, and employee's time associated therewith. The Tax Assessor-Collector shall strictly account for such costs, which shall be paid by the Taxing Unit upon submissions of an invoice by the County.

2.7 Taxing Unit's Legal Counsel: The Taxing Unit shall provide its own legal counsel to enforce the collection of its delinquent taxes in accordance with Texas Tax Code § 6.30.

2.8 Waiver of Penalties and Interest: The Tax Assessor-Collector may waive penalties, or interest accrued from delinquent payments or nonpayment, to pursuant to applicable law. The County is authorized to collect partial payments of taxes as provided under Chapter 31 of the Tax Code. The County will perform any refunds as required pursuant to applicable law.

2.9 Tax Records: The Taxing Unit may audit the tax records that are related to services the Tax Assessor-Collector performs pursuant to this Contract during reasonable times. The Taxing Unit shall pay all expenses related to any audit it requests. The Taxing Unit shall provide a copy of the report and related papers of any audit it conducts to the Tax Assessor-Collector and the County.. Neither the County, nor the Waller County Auditor will perform any audit of the Taxing Unit. Extent of Obligations: The Tax Assessor-Collector shall perform all duties related to tax assessment and collection. The Taxing Unit agrees that notwithstanding the obligations contained within this Contract, the Taxing Unit is not reserving any authority that would compete or interfere with the responsibilities of the Tax Assessor-Collector.

## SECTION 3. PAYMENT FOR SERVICES

3.1 Fee for Services: The Taxing Unit shall pay the County $1.00 per account of taxable property on the tax roll for which the Tax Assessor-Collector assesses and/or collects ad valorem taxes for the Taxing Unit.

3.2 Payment: Payment shall be made from the Tax Assessor-Collector's first collection of the current year's taxes, and deducted from the first disbursement of tax revenue to the Taxing Unit for the applicable tax year. If the amount collected does not cover the Fee for Services, The Tax Assessor-Collector shall issue an invoice to the Taxing Unit's governing body, at the address of the governing body contained within this Contract, of the outstanding balance owed to the County. Payment shall be due on any invoice issued by the Tax Assessor-Collector within 30 days of its due date.

3.3 Reporting: The Tax Assessor-Collector shall report all amounts taxes collected and payments deducted from any and all disbursements to the Taxing Unit.

3.4 Additional Costs Incurred: In the event that the Fee for Services is less than the actual cost incurred by the Tax Assessor-Collector in providing the services pursuant to this Contract, the Taxing Unit shall reimburse the County for the actual costs incurred. In such an event, the Tax Assessor-Collector shall provide the Taxing Unit with an invoice that shows the actual costs incurred. The Taxing Unit shall pay the invoice within 30 days of its receipt.

3.5 Payment After Termination: In the event the Contract is terminated in accordance with Section 4, the Taxing Unit shall pay the final invoice within 30 days of receipt of the invoice.

## SECTION 4. TERM AND TERMINATION

4.1 Agreement Term: The term of this Contract shall begin on the Effective Date and shall end on **September 30, 2026** ("Initial Term"). Upon expiration of the Initial Term, the Agreement may be renewed for additional one (1) year periods by official action of the governing body of the Taxing Unit and the Waller County Commissioners Court ("Renewal Term").

4.2 Termination for Failure to Pay: The County may, in its sole discretion terminate this Contract without notice if the Taxing Unit fails to make a payment within 30 days of an invoice due date. The County's failure to demand payment is not a waiver of the Taxing Unit's obligation to make timely payment.

4.3 Termination for Cause or Convenience: Either Party may terminate this Contract for cause or convenience by providing written notice to the other Party at the address of the governing body contained within this Contract. The notice must state the reasons for such termination. The Contract shall continue in force for the 30 day notice period.

4.4 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 4.3.

4.5 Payment for Services Rendered Prior to Termination: The Taxing Unit shall pay County for all services rendered by the Tax Assessor-Collector pursuant to this Contract through the end of the 30 day notice period specified in Section 4.4. The Tax Assessor-Collector shall provide an invoice to the Taxing Unit for all outstanding balances owed to the County, including any owed for services rendered during the 30 day notice period.

4.6 Records After Termination: In the event of Termination and upon written request of the Taxing Unit, the County will provide the Taxing Unit copies of all necessary records pertaining to the assessment and collection of the Taxing Unit's taxes. The Taxing Unit shall pay the County for the reasonable costs associated with the provision of the records pursuant to this Section.

**SECTION 5. PROPERTY VALUATION**

5.1 Property Valuation: The County and Taxing Unit acknowledge and understand that the Waller County Appraisal District determines the value of all property subject to ad valorem taxation, and provides the property valuation to the Tax Assessor-Collector for tax assessment. After the assessments are made and certified, the Tax Assessor-Collector will not alter any assessment in any way. In the event that the Waller County Appraisal District alters an assessment, the Tax Assessor-Collector shall record that change pursuant to applicable law.

**SECTION 6. LIMITATION OF LIABILITYAND INDEMNIFICATION**

6.1 Limitation of Liability: Neither the County, nor the Tax Assessor-Collector shall be liable to the Taxing Unit for any claims, damages, or attorney's fees arising from or related to the intentional acts, negligence, wrongful acts, or omissions of County's or the Tax Assessor-Collector's officials or employees. Furthermore, the Taxing Unit waives any and all claims against the County which it may now or hereafter have for any and all acts of negligence alleged in the performance or the administration of this Contract.

6.2 INDEMNIFICATION. TAXING UNIT AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY COUNTY, THE TAX ASSESSOR-COLLECTOR AND THEIR OFFICIALS, EMPLOYEES, AGENTS, INSURERS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY COUNTY, THE TAX ASSESSOR-COLLECTOR AND THEIR OFFICIALS, EMPLOYEES, AGENTS, INSURERS AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY TAXING UNIT OR ITS OFFICERS,

EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF TAXING UNIT IN ITS PERFORMANCE OF THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE SOLELY ATTRIBUTABLE TO THE GROSS NEGLIGENT ACTS OR OMISSIONS OF COUNTY, THE TAX ASSESSOR-COLLECTOR OR THEIR OFFICIALS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE GROSS NEGLIGENT ACTION OR OMISSION COUNTY MAY BE LIABLE. IN NO EVENT SHALL COUNTY OR THE TAX ASSESSOR-COLLECTOR BE DEEMED TO HAVE WAIVED ANY IMMUNITY, DEFENSE OR LIABILITY CAP AVAILABLE TO IT BY LAW.

## SECTION 7. INDEPENDENT CONTRACTOR

7.1 Independent Contract: Each Party has and retains the exclusive right of control over its employees and contractors assigned to perform services under this Contract. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing, or otherwise. Each Party providing services to the other Party pursuant to this Contract is providing services as an independent contractor. Nothing in this Contract creates an employer-employee relationship between the employees of one Party and the other Party.

## SECTION 8. MISCELLANEOUS

8.1 Entire Agreement: This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract.

8.2 Amendments and Modifications: The Contract may not be modified, altered, or amended except by written instrument duly approved by the governing bodies of both Parties, and executed by both Parties.

8.3 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

8.4 Compliance with Law: The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Contract.

8.5 Severability: If any provision of this Contract is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

8.6 Force Majeure: Except for the obligation to pay for the services rendered, each Party may be relieved of any obligation to the extent that its ability to perform its obligation is prevented or impaired by any cause generally recognized under Texas law as force majeure.

8.7 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

8.8 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

8.9 Confidentiality: The County and Tax Assessor-Collector are bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. The County will make good faith efforts to promptly notify the Taxing Unit if any such information is requested in a public information request, subpoena, or other method so the Taxing Unit may argue against the release of such information. Taxing Unit recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. The Taxing Unit further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor the Tax Assessor-Collector, or any of either's officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County or Tax Assessor-Collector by the Taxing Unit in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

8.10 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

8.11 Notices: Any written notice required to be given under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested. Notices shall be deemed received when the notice is deposited in the mail, enclosed in a wrapper with the proper postage paid. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

With a copy to:

Waller County Tax Assessor-Collector
Attn: Tax Assessor
730 9th St.
Hempstead, TX 77445

Brookshire Municipal Water District:

Attn: President, Board of Directors
4004 6th Street
Brookshire TX 77423

**[Signature Page Follows]**

**IN WITNESS WHEREOF,** this Contract is executed by authority of the governing bodies of the respective Parties hereto.

**For the County:**

_____ _____

County Judge
Carbett "Trey" Duhon, III

Date

ATTEST:

_____ _____

County Clerk
Debbie Hollan

Date

APPROVED:

_____ _____

County Tax Assessor-Collector
Carolyn Miedke

Date

**For the Taxing Unit:**

_____

President
Stephanie Green

ATTEST:

_____

Title:
Name:

OCV APPS

**FROM**
PO Box 2010
Opelika, AL 36803

**BILL TO**
Waller County Sheriff's Office
100 Sheriff R Glenn Smith Drive
Hemstead, TX 77445

| | |
|---|---|
| **INVOICE NUMBER** | 2024-2408 |
| **DATE** | 06/05/2025 |
| **TERMS** | Net 45 |
| **DUE DATE** | 07/20/2025 |
| **AMOUNT DUE (USD)** | **$ 15,090.00** |

| ITEM / DESCRIPTION | QUANTITY | RATE | AMOUNT |
|---|---|---|---|
| Mobile App Annual Renewal<br>Your Mobile App Annual Renewal subscription invoice for the term 07/18/2025 through 07/17/2026. | 1 | $ 8,995.00 | $8,995.00 |
| Website Annual Support & Maintenance<br>Your Website Annual Support & Maintenance subscription invoice for the term 07/18/2025 through 07/17/2026. | 1 | $ 4,100.00 | $4,100.00 |
| Annual Integration Fee<br>This is your subscription fee for Annual Integration Fee for the term starting 07/18/2025 and ending 07/17/2026. | 1 | $ 1,995.00 | $1,995.00 |
| | | **AMOUNT DUE (USD)** | **$ 15,090.00** |

P. O. _____

G. L. _____

# PROCLAMATION

WHEREAS, the technology of 911 has relied primarily on traditional telephony, while the telecommunications industry has transitioned consumer phone service to internet protocol (IP) services that offer greater flexibility and better features than legacy phone services;

WHEREAS, the 911 industry has been laying the groundwork to transition 911 telephone service to IP telephony, using modern data standards, databases, and emergency service IP networks (ESINets), a system known as Next-Generation 911 (NG911);

WHEREAS, Next Generation 911 systems are now available for deployment in 911 jurisdictions throughout the United States and the State of Texas;

WHEREAS, on June 16, 2021, Governor Greg Abbott signed HB 2911 which established the Next Generation 911 Service Fund and established a target date by September 1, 2025, for Texas jurisdictions to implement Next Generation 911; and

WHEREAS, Next Generation 911 will provide new 911 services to the public, including text-to-911, real-time-text, and multimedia calls, which will save lives, expand the availability of 911, improve emergency response outcomes, and save lives.

Now, THEREFORE, the Board of Managers of the Gulf Coast Regional 9-1-1 Emergency Communications District recognizes the hard work of staff in preparing for and executing the District's transition to NG911, and celebrates the Districts deployment of life-saving NG911 networks and technology.

Be it PROCLAIMED that as of May 20, 2025, the Gulf Coast Regional 9-1-1 Emergency Communications District has fully deployed Next Generation 911 for the benefit of our citizens and participating jurisdictions.

PASSED AND APPROVED by the Board of Managers of the Gulf Coast Regional 9-1-1 Emergency Communications District on the 15th day of July 2025.

APPROVED:

Board Chair, Gulf Coast Regional 9-1-1
Emergency Communications District

ATTEST:

| | | |
|---|---|---|
| STATE OF TEXAS | § | IN THE DISTRICT COURT |
| COUNTY OF WALLER | § | 0F WALLER COUNTY, TEXAS |
| | § | 506TH JUDICIAL DISTRICT |

# APPOINTMENT OF COUNTY AUDITOR

Pursuant to Section 84.003 of the Local Government Code of the State of Texas, the Judge of the 506th Judicial District Court of the State of Texas hereby appoints **ALAN R. YOUNTS**, Waller County Auditor. His term starts July 18, 2025.

It is directed that this Order shall be recorded by the District Clerk of Waller County, Texas in the appropriate minutes of the Court, certified by such Clerk to the Waller County Commissioners Court and recorded by such Court in its minutes.

This order is effective when signed.

SIGNED July 16, 2025.

GARY W. CHANEY
Judge, 506th Judicial District
Local Administrative Judge

STATE OF TEXAS
COUNTY OF WALLER
I do hereby certify that the foregoing is true and correct copy as the same appears on FILE AND RECORDED IN THE Official Public Records of Waller County, Texas on the date and time stamped hereon
Date 7-16-25
Liz Pirkle
Waller County District Clerk
by _____ Deputy

FILED
DISTRICT CLERK
WALLER COUNTY, TEXAS
JUL 16 2025 PM03:22
BY: _____, DEPUTY

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, ALAN R. YOUNTS, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of WALLER COUNTY AUDITOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Alan Younts

ALAN R. YOUNTS, Affiant

SWORN TO AND SUBSCRIBED before me by ALAN R. YOUNTS this 16th day of July, 2025.

GARY W. CHANEY
Judge, 506th Judicial District Court
Local Administrative Judge

FILED
DISTRICT CLERK
WALLER COUNTY, TEXAS
JUL 16 2025 PM03:23
BY: LP COUNTY DEPUTY

STATE OF TEXAS
COUNTY OF WALLER
I do hereby certify that the foregoing is true and correct copy as the same appears on FILE AND RECORDED IN THE Official Public Records of Waller County, Texas on the date and time stamped hereon.

Date 7-16-25
Liz Pirkle
Waller County District Clerk
by Deputy

# WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

(979) 826-7620
(979)826-7619 FAX

CAROLYN MIEDKE
Tax Assessor-Collector

730 9TH STREET
Hempstead, TX 77445


## Tax Office Refunds for 07/23/2025

### Over $500 Refunds

| Account # | Recipient | Amount |
|---|---|---|
| R387441 | BOLINDER MARCUS | 1,099.67 |
| R380318 | TRAN CHI | 536.21 |
| R358016 | COVARRUBIAS BAUDELIO MARIN | 593.18 |
| R338994 | PD ASSOCIATES LLC | 3,669.66 |
| R6924 | BAKER MICHAEL S | 2,743.01 |
| R20940 | AGUIRRE JACK R | 1,235.80 |
| R22829 | CARDENAS LEOBARDO L ESTATE | 4,294.22 |
| R19257 | CITY OF WALLER | 527.00 |
| R20247 | VARGAS SERGIO | 1,357.30 |
| R11559 | ANGEL BROTHERS PROPERTIES LLC | 4,414.32 |
| R387912 | LERETA LLC | 1,469.26 |
| R351327 | LERETA LLC | 1,491.69 |
| R20584 | LERETA LLC | 781.24 |
| R13729 | BONILLA CECILIA | 1,080.46 |
| R398640 | CORELOGIC | 1,109.78 |
| R357148 | CORELOGIC | 1,537.24 |
| R21258 | CORELOGIC | 1,282.14 |
| R189800 | CORELOGIC | 2,492.11 |
| R182374 | CORELOGIC | 1,174.73 |
| R14133 | CORELOGIC | 989.82 |
| R338700 | SARA KATY 10 LLC | 3,928.07 |
| R338698 | SARA KATY 10 LLC | 6,781.29 |
| R167105 | PORTILLO JOSE A | 654.41 |
| R169749 | ESCOBAR DEBY | 1,536.05 |
| R188802 | HURT OWEN M | 2,752.38 |
| R18845 | JOHANN SOVIE | 532.01 |
| R20982 | CASTANEDA-ESPARZA JUANA ALICIA | 659.82 |
| R22866 | MARTINEZ ARMANDO | 1,449.80 |
| RC48309 | HASTINGS REGINALD | 1,528.63 |
| R8354 | BRADLEY MCMICKLE | 1,200.49 |
| R357362 | ANVAROV ZAFAR | 951.31 |
| R365255 | BUSH GARY T | 618.07 |
| R380330 | SHIPP JERRY | 955.22 |
| R398870 | GORCIE TYLER JAMES | 1,984.10 |

| | | |
|---|---|---|
| R400136 | WILLIAMS AYONNA BREAN | 1,635.27 |
| R401093 | TUCKER JOHN GRANVILLE | 697.27 |
| R408958 | CABRERA DIONICIO LOPEZ | 1,088.36 |
| R411771 | TORRANCE TYSON NEIL | 1,286.01 |
| R378811 | MOKUA ZACCHEUS MOGENI | 1,327.82 |
| R29692 | VINCENT A AND LEGENDRE | 1,126.91 |
| R234924 | HOLSOME CYNTHIA | 8,502.88 |
| R20203 | HAMILTON CHRISTINA APOLINAR | 2,064.83 |
| R7177 & R7178 | JORDAN SEARCY | 1,326.70 |
| R44592 | SMITH BERTHA J PICKERING | 2,948.34 |
| R11739 | CORELOGIC | 599.43 |
| R162101 | CORELOGIC | 1,050.11 |
| R179123 | CORELOGIC | 2,309.15 |
| R186014 | CORELOGIC | 813.82 |
| R19792 | CORELOGIC | 2,335.38 |
| R20515 | CORELOGIC | 2,564.01 |
| R21246 | CORELOGIC | 1,143.49 |
| R22750 | CORELOGIC | 5,538.99 |
| R239214 | CORELOGIC | 904.54 |
| R24964 | CORELOGIC | 734.34 |
| R25484 | CORELOGIC | 1,420.85 |
| R25489 | CORELOGIC | 1,144.94 |
| R45203 | CORELOGIC | 5,142.33 |
| R345941 | CORELOGIC | 589.51 |
| R364202 | CORELOGIC | 1,496.93 |
| R364452 | CORELOGIC | 544.82 |
| R365165 | CORELOGIC | 1,093.13 |
| R365300 | CORELOGIC | 3,097.31 |
| R387894 | CORELOGIC | 930.68 |
| R387932 | CORELOGIC | 702.79 |
| R388736 | CORELOGIC | 1,407.06 |
| R388804 | CORELOGIC | 2,000.75 |
| R389122 | CORELOGIC | 691.59 |
| R398083 | CORELOGIC | 635.58 |
| R398229 | CORELOGIC | 525.04 |
| R398649 | CORELOGIC | 1,475.57 |
| R398711 | CORELOGIC | 1,163.59 |
| R398906 | CORELOGIC | 1,499.54 |
| R399063 | CORELOGIC | 1,155.59 |
| R399734 | CORELOGIC | 544.85 |
| R400092 | CORELOGIC | 599.83 |
| R13729 | LERETA LLC | 3,281.86 |
| R21907 | LERETA LLC | 2,797.37 |
| R380132 | LERETA LLC | 2,092.96 |

| | | |
|---|---|---|
| R388696 | LERETA LLC | 650.97 |
| R389746 | FERREIRA AFFONSO CELSE SIMAS | 585.90 |
| R6642 | FREEMAN FAMILY TRUST | 2,770.15 |
| R6924 | MICHAEL BAKER JR | 842.04 |
| R7250 | COPELAND FAMILY TRUST | 767.54 |
| R7350 | LEDESMA EDWARD | 2,200.20 |
| R7403 | WAGONER DANNY W | 3,012.52 |
| R14133 | PHH MORTGAGE SERVICE | 645.84 |
| R14173 | CORELOGIC | 1,114.61 |
| R15708 | HENDERSON DURIA L ESTATE | 510.93 |
| R159980 | PRICE REGINALD CLAUDA | 797.20 |
| R172695 | MIDWESTONE BANK | 1,770.95 |
| R180548 | HOME TAX SOLUTIONS LLC | 5,976.38 |
| R182374 | CORELOGIC | 671.55 |
| R189800 | CORELOGIC | 1,108.78 |
| R189815 | SCIBA ASHLEY EXECUTOR | 4,069.69 |
| R19342 | CORELOGIC | 1,147.35 |
| R20247 | VARGAS SERGIO | 605.79 |
| R20414 | CORELOGIC | 3,023.28 |
| R20584 | MOSLEY WENDELL | 536.76 |
| R20843 | CORELOGIC | 2,347.85 |
| R21181 | GARCIA ISMAEL & AYALA SARA | 1,096.16 |
| R21258 | CORELOGIC | 785.18 |
| R21900 | CORELOGIC | 1,698.22 |
| R226439 | COMPEAN RUTH ESTATE | 1,015.96 |
| R22923 | CORELOGIC | 810.63 |
| R23055 | CORELOGIC | 531.86 |
| R241211 | WILSON RAYMOND CHARLES | 877.80 |
| R24916 | CORELOGIC | 2,971.35 |
| R29847 | UBIRE MARIA M | 1,809.03 |
| R322079 | GWOSDZ CHARLES | 2,269.84 |
| R322715 | WELLS FARGO REAL ESTATE | 930.29 |
| R332565 | CORELOGIC | 749.95 |
| R345948 | CORELOGIC | 1,146.05 |
| R351327 | LERETA LLC | 807.79 |
| R357203 | LERETA LLC | 547.47 |
| R364092 | CORELOGIC | 2,672.96 |
| R372102 | BENEFIELD JEFF | 4,504.21 |
| R372483 | CORELOGIC | 2,897.24 |
| R372512 | CORELOGIC | 2,587.37 |
| R372555 | CORELOGIC | 2,627.77 |
| R372587 | ROTH JOSE | 2,856.52 |
| R372602 | CORELOGIC | 3,380.18 |
| R379825 | VANDERBUILT MORTGAGE | 1,380.61 |

| | | |
|---|---|---|
| R380244 | SERVICE MAC LLC | 707.19 |
| R387799 | ACCUMATCH | 568.39 |
| R364088 | ERIN EDER | 3,092.98 |

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

# INVOICE

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

Invoice #: 6989
Date: 07-01-2025

Waller County

Matter Name:Sunterra Lakes Development Agreement

Services

| Date | Staff | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| 06-02-25 | HC | Reviewed email from R. Pechukas to J. Barnes about agenda timing. | 0.10 | 400.00 | $40.00 |

Services Subtotal: $40.00

| | |
|---|---|
| Subtotal | $40.00 |
| Total | $40.00 |
| Payment | $0.00 |
| Balance Due | $40.00 |

Detailed Statement Account Summary

| | |
|---|---|
| Previous Balance: | $680.00 |
| New Charges: | $40.00 |
| Payments Applied: | $680.00 |

| Payment Date | Invoice No | Amount |
|---|---|---|
| 06-30-25 | 6919 | $680.00 |

**Total Amount Outstanding: $40.00**

Timekeeper Summary

| Name | Initials | Hours | Rate | Total |
|---|---|---|---|---|
| Heather Cook | HC | 0.10 | 400.00 | $40.00 |

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 #: 6988
Date: 07-01-2025

Waller County

Matter Name:Sandhill and Falcon Development Agreement

Services

| Date | Staff | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| 06-06-25 | HC | Emails with R. Pechukas about new DA review for Falcon Manor and Sandhill Reserve. | 0.30 | 400.00 | $120.00 |
| 06-06-25 | AT | Receipt and review of matter. | 1.00 | 400.00 | $400.00 |
| 06-10-25 | AT | DA revisions. | 1.80 | 400.00 | $720.00 |
| 06-11-25 | AT | DA review/revisions (ord.). | 2.50 | 400.00 | $1,000.00 |
| 06-12-25 | AT | Drafting (ord. & PD). | 2.70 | 400.00 | $1,080.00 |
| 06-13-25 | AT | Drafting (ord., PD, other exhibits). | 1.50 | 400.00 | $600.00 |
| 06-17-25 | AT | Finalize draft revisions and send to R. Pechukas. | 1.70 | 400.00 | $680.00 |

Services Subtotal: $4,600.00

| | |
|---|---|
| Subtotal | $4,600.00 |
| Total | $4,600.00 |
| Payment | $0.00 |
| Balance Due | $4,600.00 |

Detailed Statement Account Summary

| | |
|---|---|
| Previous Balance: | $0.00 |
| New Charges: | $4,600.00 |
| Payments Applied: | $0.00 |
| **Total Amount Outstanding:** | **$4,600.00** |

Timekeeper Summary

| Name | Initials | Hours | Rate | Total |
|---|---|---|---|---|
| Alexandra Tolbert | AT | 11.20 | 400.00 | $4,480.00 |
| 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

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

# INVOICE

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

Invoice #: 6987
Date: 07-01-2025

Waller County

Matter Name: Jasek Farms Development Agreement

Services

| Date | Staff | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| 06-03-25 | AT | Revisions to DA draft per developer concerns; correspondence re: same. | 1.90 | 400.00 | $760.00 |

Services Subtotal: $760.00

| | |
|---|---|
| Subtotal | $760.00 |
| Total | $760.00 |
| Payment | $0.00 |
| Balance Due | $760.00 |

Detailed Statement Account Summary

| | |
|---|---|
| Previous Balance: | $120.00 |
| New Charges: | $760.00 |
| Payments Applied: | $120.00 |

| Payment Date | Invoice No | Amount |
|---|---|---|
| 06-30-25 | 6918 | $120.00 |

**Total Amount Outstanding: $760.00**

Timekeeper Summary

| Name | Initials | Hours | Rate | Total |
|---|---|---|---|---|
| Alexandra Tolbert | AT | 1.90 | 400.00 | $760.00 |

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 #: 6986
Date: 07-01-2025

Waller County

Matter Name:Fieldstone Landing Development Agreement

Services

| Date | Staff | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| 06-25-25 | AT | Edit/draft DA. | 2.90 | 400.00 | $1,160.00 |
| 06-26-25 | AT | DA edits + exhibits. | 1.10 | 400.00 | $440.00 |
| 06-27-25 | AT | Edits to Plan of Development. | 0.50 | 400.00 | $200.00 |
| 06-30-25 | AT | Plan of Development edits. | 0.90 | 400.00 | $360.00 |

Services Subtotal: $2,160.00

| | |
|---|---|
| Subtotal | $2,160.00 |
| Total | $2,160.00 |
| Payment | $0.00 |
| Balance Due | $2,160.00 |

Detailed Statement Account Summary

| | |
|---|---|
| Previous Balance: | $0.00 |
| New Charges: | $2,160.00 |
| Payments Applied: | $0.00 |
| **Total Amount Outstanding:** | **$2,160.00** |

Timekeeper Summary

| Name | Initials | Hours | Rate | Total |
|---|---|---|---|---|
| Alexandra Tolbert | AT | 5.40 | 400.00 | $2,160.00 |

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 #: 6985
Date: 07-01-2025

Waller County

Matter Name:General

Services

| Date | Staff | Description | Hours | Rate | Amount |
|---|---|---|---|---|---|
| 06-27-25 | AT | Receipt, review, and initial research of election issue. | 2.20 | 400.00 | $880.00 |
| 06-27-25 | JGR | Work on CAD election. | 0.30 | 400.00 | $120.00 |

Services Subtotal: $1,000.00

| | |
|---|---|
| Subtotal | $1,000.00 |
| Total | $1,000.00 |
| Payment | $0.00 |
| Balance Due | $1,000.00 |

Detailed Statement Account Summary

| | |
|---|---|
| Previous Balance: | $2,960.00 |
| New Charges: | $1,000.00 |
| Payments Applied: | $2,960.00 |

| Payment Date | Invoice No | Amount |
|---|---|---|
| 05-05-25 | 6777 | $2,080.00 |
| 06-02-25 | 6839 | $880.00 |

**Total Amount Outstanding: $1,000.00**

Timekeeper Summary

| Name | Initials | Hours | Rate | Total |
|---|---|---|---|---|
| Alexandra Tolbert | AT | 2.20 | 400.00 | $880.00 |
| J. Grady Randle | JGR | 0.30 | 400.00 | $120.00 |

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

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge Department

**Total Amount Due:** $18,444.00

**Please make check payable to:**

**Name:** HR Green

**Address:** P.O . Box 8213

Des Moines, IA 50301-8213

**Please mail check to:**

**Name:** HR Green

**Address:** P.O . Box 8213

Des Moines, IA 50301-8213

**Purpose of check:** Invoice # 188899 Project # 23203

Professional Services Rendered from April 16, 2025 to May 30, 2025

Mathis Road Reconstruction

**Charge to GL line:** Mobility Bond

Julie Adams 7-7-25

**Signature of Person Submitting Request** **Date**

J. Ross McCall 7-7-25

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

HRGreen.

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

**INVOICE**

**Project No: 23206**

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

| | |
|---|---|
| Pay Application Number: | 1 |
| Invoice Number: | 188899 |
| Invoice Date: | 6/12/2025 |
| Job Number: | 2404188 |

**Project Name:** Mathis Road Reconstruction

**FOR PROFESSIONAL SERVICES RENDERED FROM April 16, 2025 to May 30, 2025**

| Task | Fee Type | Contract Fee Amount | Previous Amount | Current Amount | Total Fee Earned | Percent Complete |
|---|---|---|---|---|---|---|
| General Project Management | Lump Sum | $53,792.00 | $0.00 | $8,260.00 | $8,260.00 | 15% |
| Preliminary Phase Services | Lump Sum | $89,272.00 | $0.00 | $4,656.00 | $4,656.00 | 5% |
| Final Design Services | Lump Sum | $342,810.00 | $0.00 | $0.00 | $0.00 | 0% |
| Drainage Analysis Study | Lump Sum | $61,799.00 | $0.00 | $5,528.00 | $5,528.00 | 9% |
| Survey Services (Landtech) | Lump Sum | $145,092.44 | $0.00 | $0.00 | $0.00 | 0% |
| Geotech Services (HVJ) | Lump Sum | $68,195.00 | $0.00 | $0.00 | $0.00 | 0% |
| Environmental Services (Reba-Kistner) | Lump Sum | $15,748.00 | $0.00 | $0.00 | $0.00 | 0% |
| SUE Services (Cobb-Fendley) | Lump Sum | $70,739.00 | $0.00 | $0.00 | $0.00 | 0% |
| Construction Phase Services | Time & Materials | $49,942.00 | $0.00 | $0.00 | $0.00 | 0% |
| **Project Totals** | | **$897,389.44** | **$0.00** | **$18,444.00** | **$18,444.00** | **2%** |

| | |
|---|---|
| **Total Fee Earned To Date** | **$18,444.00** |
| **Less Previously Billed** | **$0.00** |
| **Amount Due This Invoice** | **$18,444.00** |

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

Jesus M. Olivas, P.E.
*Project Manager*

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

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

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

June 12, 2025
Project No: 2404188-0000
Invoice No: 188899
**Invoice Total: $18,444.00**

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

**Professional Services Through May 30, 2025**

| | | | | | |
|---|---|---|---|---|---|
| Phase | 1 | General Project Management | | | |
| **Fee** | | | | | |
| Total Fee | | 53,792.00 | | | |
| Percent Complete | | 15.3554 | Total Earned | 8,260.00 | |
| | | | Previous Fee Billing | 0.00 | |
| | | | Current Fee Billing | 8,260.00 | |
| | | | **Total Fee** | | **8,260.00** |
| | | | | **Total this Phase** | **$8,260.00** |

| | | | | | |
|---|---|---|---|---|---|
| Phase | 2 | Preliminary Phase Services | | | |
| **Fee** | | | | | |
| Total Fee | | 89,272.00 | | | |
| Percent Complete | | 5.2155 | Total Earned | 4,656.00 | |
| | | | Previous Fee Billing | 0.00 | |
| | | | Current Fee Billing | 4,656.00 | |
| | | | **Total Fee** | | **4,656.00** |
| | | | | **Total this Phase** | **$4,656.00** |

| | | | | | |
|---|---|---|---|---|---|
| Phase | 4 | Drainage Analysis Study | | | |
| **Fee** | | | | | |
| Total Fee | | 61,799.00 | | | |
| Percent Complete | | 8.9451 | Total Earned | 5,528.00 | |
| | | | Previous Fee Billing | 0.00 | |
| | | | Current Fee Billing | 5,528.00 | |
| | | | **Total Fee** | | **5,528.00** |
| | | | | **Total this Phase** | **$5,528.00** |

**Total this Invoice** **$18,444.00**

## Project Tracker:
## 0000069974.0000 Waller County - Penick Rd

**Invoice Number: 73053-03**

**Billing Period: May 01, 2025- May 31, 2025**

**Waller Project No.: 23302**

| | Invoice # |
|---|---|
| Woolpert | |
| Terracon | TN94308<br>TN94312 |
| KCI | |
| Geotech | 36259 |

| Phase | Contract Fee | % Complete to Date | Billed to Date | Consultant | May-25 | Current Billing | Fee Remaning |
|---|---|---|---|---|---|---|---|
| Roadway and Drainage Design | | | | | | | |
| General Roadway | $ 49,821.00 | 20.00% | $ 9,964.20 | BBI | $ 3,985.68 | $ 3,985.68 | $ 39,856.80 |
| Preliminary Engineering | $ 223,460.00 | 44.79% | $ 100,086.38 | BBI | $ 56,357.88 | $ 56,357.88 | $ 123,373.62 |
| 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 | 33.26% | $ 9,796.00 | Terracon | $ 9,796.00 | $ 9,796.00 | $ 19,659.00 |
| Geotechnical | $ 40,297.00 | 59.75% | $ 24,077.00 | Geotech | $ 24,077.00 | $ 24,077.00 | $ 16,220.00 |
| 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 | 9.39% | $ 143,923.58 | | $ 94,216.56 | $ 94,216.56 | $ 1,388,710.42 |

HRGreen

Main [illegible] + Fax [illegible] + TBPE Firm [illegible]

**Project Status Report for Invoice #1**
**April 16, 2025 – May 30, 2025**

Waller County, TX
**Mathis Road Reconstruction: Project Number 23206**

**HR Green**

- Prepared sub-agreements for contract execution and notice to proceed.
- General Project Management and coordination with LJA and design team.
- Attended first bi-weekly status meeting (5-21-25)
- Began setting up documentation for PER and preliminary plan sheets
- Assisted in preparing Right of Entry letters.

**HR Green – Drainage Study**

- Internal project meetings
- Begin collecting existing data.
- Site visit.
- Evaluate ditch requirements.
- Begin developing exhibits.

**Landtech - Survey**

- Developed and handled Right of Entry letters.
- Began field survey work

**HVJ - Geotechnical**

- Created boring layout and provided to HR Green for review
- Began taking borings out in the field

**Raba-Kistner - Environmental**

- Began field work in preparation for environmental constraints evaluation report.

**Cobb-Fendley – SUE Services**

- Began field work review.
- Begin preparations for records research and contact list.

HRGreen

Expected Submittal/Milestone Dates

- PER Submittal – 8/28/2025
- Interim Design Submittal – 5/18/2026
- Final Design Submittal – 9/11/2026

HR GREEN, INC.
**Jesus Olivas**
**Project Manager**



## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice # 73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_ 23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

These are good to go.

Thanks,
-Luke

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Thursday, June 26, 2025 1:38 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

**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 all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
| 23301 | Adams Flat | Trilogy | $ 120,301.50 | 17% | None |
| 23404 | Neuman Rd | RG Miller - DCCM | $ 27,628.30 | 5% | None |
| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge Department

**Total Amount Due:** $12,764.59

**Please make check payable to:**

**Name:** Kimley-Horn and Associates, Inc.

**Address:** P.O. Box 951640

Dallas, TX 75395-1640

**Please mail check to:**

**Name:** Kimley-Horn and Associates, Inc.

**Address:** P.O. Box 951640

Dallas, TX 75395-1640

**Purpose of check:** Invoice # 65035800-0525-02 Project 23102 Double Culvert Road

Services Rendered April 30, 2025 through May 31, 2025

**Charge to GL line:** Mobility Bond

Julie Adams 7-7-25

Signature of Person Submitting Request — Date

7-9-25

Signature of Official/Department Head Submitting Request — Date

Kimley»Horn

# Invoice for Professional Services

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

WALLER COUNTY TEXAS
425 FM 1488
HEMPSTEAD, TX 77445

Federal Tax Id: 56-0885615
For Services Rendered April 30- May 31, 2025

**Invoice Amount: $12,764.59**

Invoice No: 065035800-0525-02
Invoice Date: May 31, 2025

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

Client Reference:

## LUMP SUM

KH Ref # 065035800.1-31960430

| Description | Contract Value | % Complete | Amount Earned to Date | Previous Amount Billed | Current Amount Due |
|---|---|---|---|---|---|
| PROJECT ADMINISTRATION & PERMITTING | 104,880.00 | 11.00% | 11,536.80 | 6,817.20 | 4,719.60 |
| PRELIMINARY ENGINEERING | 536,332.69 | 1.50% | 8,044.99 | 0.00 | 8,044.99 |
| FINAL DESIGN | 269,375.00 | 0.00% | 0.00 | 0.00 | 0.00 |
| **Subtotal** | **910,587.69** | **2.15%** | **19,581.79** | **6,817.20** | **12,764.59** |
| **Total LUMP SUM** | | | | | **12,764.59** |

## HOURLY NOT TO EXCEED

KH Ref # 065035800.3-32282258

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

**Total Invoice: $12,764.59**

*If you have questions or concerns regarding this invoice, please call Cecile Wells at 281-612-9031.*

63CYW

Kimley»Horn
Expect More. Experience Better.

# Progress Report #2 (May 2025)
# 23102 Double Culvert Rd Segment 1

**Project:** Double Culvert Rd Segment 1
KHA Project #065035800

**Date:** June 17, 2025

**Prepared by:** Sonny Smoak, P.E.

---

**Explanation of Effort (through May 31st):**

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

- Survey and survey coordination
- Coordination with geotechnical and environmental subconsultants

**Anticipated Activities Next Month:**

We anticipate performing the following tasks next month:

- Completion of survey *(initial delay concerns appear to have been corrected with **NO NEGATIVE IMPACTS**)*
- Ensure progress for geotechnical, environmental, and SUE deliverables
- Commence drainage study
- Begin PER roll plot development

**Schedule:**

- Expected PER Submittal – 9/30/2025
- Expected Interim Design Submittal – 12/20/2025
- Expected Final Design Submittal – 2/28/2025

**Pending Needs/Requests:**

- N/A

Kimley»Horn

# Invoice for Professional Services

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

WALLER COUNTY TEXAS
425 FM 1488
HEMPSTEAD, TX 77445

Federal Tax Id: 56-0885615
For Services Rendered April 30- May 31, 2025

**Invoice Amount: $12,764.59**

Invoice No: 065035800-0525-02
Invoice Date: May 31, 2025

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

Client Reference:

## LUMP SUM

KH Ref # 065035800.1-31960430

| Description | Contract Value | % Complete | Amount Earned to Date | Previous Amount Billed | Current Amount Due |
|---|---|---|---|---|---|
| PROJECT ADMINISTRATION & PERMITTING | 104,880.00 | 11.00% | 11,536.80 | 6,817.20 | 4,719.60 |
| PRELIMINARY ENGINEERING | 536,332.69 | 1.50% | 8,044.99 | 0.00 | 8,044.99 |
| FINAL DESIGN | 269,375.00 | 0.00% | 0.00 | 0.00 | 0.00 |
| **Subtotal** | **910,587.69** | **2.15%** | **19,581.79** | **6,817.20** | **12,764.59** |
| **Total LUMP SUM** | | | | | **12,764.59** |

## HOURLY NOT TO EXCEED

KH Ref # 065035800.3-32282258

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

**Total Invoice: $12,764.59**

*If you have questions or concerns regarding this invoice, please call Cecile Wells at 281-612-9031.*

63CYW

Kimley»Horn
Expect More. Experience Better.

# Progress Report #2 (May 2025)
# 23102 Double Culvert Rd Segment 1

**Project:** Double Culvert Rd Segment 1
KHA Project #065035800

**Date:** June 17, 2025

**Prepared by:** Sonny Smoak, P.E.

---

**Explanation of Effort (through May 31st):**

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

- Survey and survey coordination
- Coordination with geotechnical and environmental subconsultants

**Anticipated Activities Next Month:**

We anticipate performing the following tasks next month:

- Completion of survey *(initial delay concerns appear to have been corrected with **NO NEGATIVE IMPACTS**)*
- Ensure progress for geotechnical, environmental, and SUE deliverables
- Commence drainage study
- Begin PER roll plot development

**Schedule:**

- Expected PER Submittal – 9/30/2025
- Expected Interim Design Submittal – 12/20/2025
- Expected Final Design Submittal – 2/28/2025

**Pending Needs/Requests:**

- N/A

## Julie Adams

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Tuesday, July 1, 2025 5:04 PM
**To:** Ross McCall; Luke Fortkamp
**Cc:** Julie Adams
**Subject:** 2023 Mobility Bond Invoice | 23102 Double Culvert Rd
**Attachments:** 20250531-0650358000525-KIMLEYHORN-23102 DOUBLE CULVERT ROAD-065035800.pdf

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

Hi!!

We got another invoice for you guys! Here is a summary:

Project #: 23102
Project Name: Double Culvert Rd
Consultant: Kimley Horn
Invoice Total: $12,764.59
Percent spent so far: 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



## Julie Adams

**From:** Luke Fortkamp
**Sent:** Tuesday, July 8, 2025 4:23 PM
**To:** Julie Adams
**Subject:** RE: 2023 Mobility Bond Invoice | 23104 Robichaux Road

Julie,

Please process this invoice as well.

Thanks,
-Luke

**From:** Julie Adams <j.adams@wallercounty.us>
**Sent:** Tuesday, July 8, 2025 10:29 AM
**To:** Luke Fortkamp <l.fortkamp@wallercounty.us>
**Subject:** FW: 2023 Mobility Bond Invoice | 23104 Robichaux Road

Just following up on this...

**From:** Julie Adams
**Sent:** Monday, July 7, 2025 10:19 AM
**To:** Luke Fortkamp <l.fortkamp@wallercounty.us>
**Subject:** FW: 2023 Mobility Bond Invoice | 23104 Robichaux Road

Luke,

Is this invoice ready to be processed?

Thank you,

*Julie Adams*

**Waller County Road and Bridge**
775 Bus Hwy 290 East
Hempstead, Texas 77445
979-826-7670

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Wednesday, July 2, 2025 4:28 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice | 23104 Robichaux Road

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge Department

**Total Amount Due:** $27,628.30

**Please make check payable to:**

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

**Address:** 1080 Eldridge, Suite 600

Houston, TX 77077

**Please mail check to:**

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

**Address:** 1080 Eldridge, Suite 600

Houston, TX 77077

**Purpose of check:** Invoice # 99625-2

Professional Engineering Services April 21, 2025 to May 18, 2025

Neuman Road

**Charge to GL line:** Mobility Bond

Julie Adams 6-30-25

**Signature of Person Submitting Request** **Date**

Ross McCall 6-30-25

**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#: 10117489 Wire/ACH ABA: 074900657 SIC/ SWIFT CODE: FMECUS33 (International)

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

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

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

Professional Engineering Services related to
Project: Neuman Road

## INVOICE

**Date of Invoice:** 4-Jun-25 **RGME Invoice No.** 99625-2
**RGME Project No.:** 2117.0000
**Period of Services:** 4/21/2025 TO 5/18/2025

| 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 | 22% | $41,918.80 | $14,290.50 | $27,628.30 | | $148,621.20 |
| 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 | | $41,918.80 | $14,290.50 | $27,628.30 | | $864,862.20 |
| | **OVERALL TOTALS** | | **$906,781.00** | **5%** | **$41,918.80** | **$14,290.50** | **$27,628.30** | | **$864,862.20** |

**AMOUNT DUE THIS INVOICE:** **$27,628.30**

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**

June 4, 2025
**Date**

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

# Neuman Road

## May 2025 Progress Report

**Summary of Work Accomplished in May 2025**

- Assist survey with Right-of-Entry
- Coordinate work with subconsultants
- Existing conditions and utility research

**Summary of Work to be Accomplished in June 2025**

- Coordinate work with subconsultants
- Existing conditions and utility research
- Begin compiling data for report

**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**

Project Tracker:
0000069938.0000 Waller County - Clay Rd

Invoice Number. 73052-03
Billing Period: May 01, 2025- May 31, 2025
Waller Co. Project No. 23406

| | Invoice # |
|---|---|
| Weisser | EI604-2 |
| Linfield | |
| Pape-Dawson | 25041922 |
| KCI | |
| Consor | |
| TEDSI | |

| Phase | Contract Fee | % Complete to Date | Billed to Date | Consultant | May-25 | Current Billing | Fee Remaning |
|---|---|---|---|---|---|---|---|
| Roadway and Drainage Design | | | | | | | |
| Project Management | $ 49,091.00 | 30.00% | $ 14,727.30 | BBI | $ 7,854.56 | $ 7,854.56 | $ 34,363.70 |
| Drainage Data Collection | $ 12,692.00 | 50.00% | $ 6,346.00 | BBI | $ 4,442.20 | $ 4,442.20 | $ 6,346.00 |
| Prelim. Roadway | $ 261,818.00 | 40.00% | $ 104,727.20 | BBI | $ 65,454.50 | $ 65,454.50 | $ 157,090.80 |
| Prelim.Drainage | $ 109,324.00 | 14.00% | $ 15,305.36 | BBI | $ 11,479.02 | $ 11,479.02 | $ 94,018.64 |
| 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 | 0.82% | $ 1,366.20 | Pape-Dawson | $ 1,366.20 | $ 1,366.20 | $ 164,267.80 |
| GeoTechnical | $ 77,278.00 | 0.00% | $ - | KCI | | $ - | $ 77,278.00 |
| Survey | $ 152,645.00 | 38.48% | $ 58,736.50 | Weisser | $ 39,687.00 | $ 39,687.00 | $ 93,908.50 |
| 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 | 8.96% | $ 201,208.56 | | $ 130,283.48 | $ 130,283.48 | $ 2,044,637.44 |

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice # 73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

These are good to go.

Thanks,
-Luke

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Thursday, June 26, 2025 1:38 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

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Hi all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
| 23301 | Adams Flat | Trilogy | $ 120,301.50 | 17% | None |
| 23404 | Neuman Rd | RG Miller - DCCM | $ 27,628.30 | 5% | None |
| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge Department

**Total Amount Due:** $43,711.60

**Please make check payable to:**

**Name:** Schaumburg & Polk, Inc.

**Address:** 8865 College Street, Suite 100

Beaumont, TX 77707

**Please mail check to:**

**Name:** Schaumburg & Polk, Inc.

**Address:** 8865 College Street, Suite 100

Beaumont, TX 77707

**Purpose of check:** Invoice # 304200.00 - 2

Professional Services from April 28, 2025 to June 1, 2025

Pitts Road

**Charge to GL line:** Mobility Bond

Julie Adams 6-30-25

**Signature of Person Submitting Request** **Date**

J. Ross McCall 6-30-25

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

**Invoice**

SCHAUMBURG & POLK, INC.

June 2, 2025
Invoice No: 0000304200.00 - 2

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

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

**Professional Services from April 28, 2025 to June 1, 2025**

**Fee**

| Phase | Contract Fee | Percent Complete | Billed To Date | Current Billing |
|---|---|---|---|---|
| GENERAL | 260,499.20 | 5.00 | 13,024.96 | 5,209.98 |
| PRELIM DESIGN | 206,870.00 | 1.00 | 2,068.70 | 2,068.70 |
| ENVIRONMENTAL | 18,590.00 | 0.00 | 0.00 | 0.00 |
| GEOTECHNICAL | 70,880.94 | 0.00 | 0.00 | 0.00 |
| STRUCTURAL | 63,067.00 | 0.00 | 0.00 | 0.00 |
| SUE | 93,050.00 | 0.00 | 0.00 | 0.00 |
| SURVEY | 85,730.00 | 42.4973 | 36,432.92 | 36,432.92 |
| TRAFFIC | 81,873.84 | 0.00 | 0.00 | 0.00 |
| FINAL DESIGN | 219,420.00 | 0.00 | 0.00 | 0.00 |
| BID/CONSTRUCTION | 150,000.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 1,249,980.98 | | 51,526.58 | 43,711.60 |
| | | Previous Fee Billing | 7,814.98 | |
| | **Total Fee** | | | **43,711.60** |

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Fees | 43,711.60 | 7,814.98 | 51,526.58 |
| Limit | | | 1,099,980.98 |
| Remaining | | | 1,048,454.40 |

**Total this Invoice** **$43,711.60**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 1 | 4/28/2025 | 7,814.98 |
| **Total** | | **7,814.98** |

**Total Now Due** **$51,526.58**

**Billings to Date**

| | Current | Prior | Total |
|---|---|---|---|
| Fee | 43,711.60 | 7,814.98 | 51,526.58 |
| **Totals** | **43,711.60** | **7,814.98** | **51,526.58** |

Waller County
23407 Pitts Rd
Progress Report

Work Period: April 28,2025 to June 1, 2025

Previous Month:

General:
- SPI attended Progress Meeting with LJA.
- SPI coordinated with B2Z and LJA regarding boring hole locations.
- SPI coordinated with PDE regarding utility list and sent list to LJA.
- SPI coordinated with TNP on Survey Control.
- SPI coordinated with LJA regarding transition options at the tie-ins.
- SPI coordinated with ARKK regarding median widths and City of Katy segments.

Prelim Design:
- SPI started preparing PER.
- SPI created title block for the project. SPI coordinated with LJA regarding the County's logo.

Survey:
- TNP continued working on topographic survey/existing right-of-way file.

Next Month:

Preliminary Engineering:
- SPI to start looking at typical section options.
- SPI to attend Progress Meeting with LJA.
- TNP to submit topographic survey (field and office).
- TEDSI to submit Signal Warrant Analysis.
- PDE to submit deliverable.

Issues:

None at this time.

Schedule:

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

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice # 73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_ 23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

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Thanks,
-Luke

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**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

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Hi all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
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| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge Department

**Total Amount Due:** $120,301.50

**Please make check payable to:**

**Name:** Trilogy Engineering Services LLC

**Address:** 238 Westcott Street

Houston, TX 77007

**Please mail check to:**

**Name:** Trilogy Engineering Services LLC

**Address:** 238 Westcott Street

Houston, TX 77007

**Purpose of check:** Invoice # 25-001.001 $120,301.50 (Project # 25-001)

Engineering Services for Waller County Precinct 3 Adams Flat Road Reconstruction

Services from April 02, 2025 through May 31, 2025

**Charge to GL line:** Mobility Bond

Julie Adams 7-1-25

**Signature of Person Submitting Request** **Date**

J. Ross McCall 7-7-25

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

TRILOGY
ENGINEERING SERVICES

# INVOICE #1

WALLER COUTY PRECINCT 3 ADAM'S FLAT ROAD RECONSTRUCTION 23301
WALLER COUNTY ROAD BOND
12620 FM 1887
HEMPSTAED, TX 77445

June 9, 2025

ATTN JOHN TYLER, P E AND MICHAEL KECK, P E
LJA ENGINEERING

CC KATLYN DEZARN, P E
LJA ENGINEERING

PROJECT NO.: 025-001
INVOICE NO.: 025-001 001

RE WALLER COUTY PRECINCT 3

FOR PRELIMINARY ENGINEERING SERVICES FOR WALLER PRECINCT 3 ADAMS FLAT ROAD RECONSTRUCTION - DATED APRIL 02, 2025
SERVICES FROM APRIL 02, 2025 THROUGH MAY 31, 2025

| Phase | Contract Fee | % Complete | Billed to Date | Current Billing | Fee Remaining |
|---|---|---|---|---|---|
| Prelimnary Engineering | $164,380.00 | 14.22% | $23,370.00 | $23,370.00 | $141,010.00 |
| Survey | $99,956.75 | 85.00% | $84,961.65 | $84,961.65 | $14,995.10 |
| SUE | $78,965.00 | 9.00% | $7,106.85 | $7,106.85 | $71,858.15 |
| Geotechnical | $41,221.50 | 0.00% | $0.00 | | $41,221.50 |
| Environemtnal | $16,915.00 | 28.75% | $4,863.00 | $4,863.00 | $12,052.00 |
| Structural | $51,247.00 | 0.00% | $0.00 | | $51,247.00 |
| Final Design | $218,184.00 | 0.00% | $0.00 | | $218,184.00 |
| Direct Cost | $4,687.00 | 0.00% | $0.00 | | $4,687.00 |
| Constrution Phase | $52,828.00 | 0.00% | $0.00 | | $52,828.00 |
| **Total** | $728,384.25 | 16.52% | $120,301.50 | $120,301.50 | $608,082.75 |

**TOTAL DUE THIS INVOICE FOR TRILOGY:** **$ 120,301.50**

Expected PER Submittal **8/8/2025**

Expected Interim Design Submittal **10/10/2025**

Expected Final Design Submittal **11/21/2025**



SUBMITTED BY

6/9/2025
DATE

WALLER COUNTY ROAD BOND

# Waller County 2023 Mobility Bond

## 23301 Adams Flat Road

## June Progress Meeting - Trilogy

**Design Progress**

Summary of work completed since last meeting:

SURVEY:

- Task 1: Right Of-Way Survey - at 80% Complete.
  - Obtain Abstracting Information for Subdivision, Right-of-Way Deeds at 80% Complete.
  - Sketch Recording Documents (Deeds, Subdivision Plats, Etc.) at 80% Complete.
  - Determine/Establish Boundary/Right-of-Way Lines- at 80% Complete.
- Task 2: Design Survey- at 80% Complete.
  - Prepare Survey Control Map at 80% Complete.
  - Created Texas 811 Tickets for Marking Underground Utilities at 100% Complete.
  - Prepared CAD Drawings (AutoCAD .dwg Format) for Topographic Survey at 80% Complete.
- Task 3: Field Work for Controls, Right-of-Way Survey and Design Survey- at 90% Complete.
  - Establish Horizontal and Vertical Control at 100% Complete.
  - Search and Locate Property/Right-of-Way Comers to Establish the Existing Boundary for Right-of-Way at 80% Complete.
  - Perform TOPO Design Survey at 95% Complete.

SUE:

- SUE Quality Level B (QLB) field work has been completed.
- Initial contact and request for records to Utility Owners completed.

ENVIRONMENTAL:

- Project management, supervision, and registration
- Preparation of draft reports
- Database/historical review
- Task 3 report delivered

**Current activities**

- Data analysis has begun
- Field survey is in progress
- Geotechnical investigations are scheduled, and coordination is ongoing
- SUE (Subsurface Utility Engineering) and Environmental desktop reviews have been initiated
- Environmental: Desktop Environmental Review & WOTUS Desktop Assessment in progress

- Next steps
  - Initiate drainage analysis
  - Begin drafting the Preliminary Engineering Report (PER)
  - Preparation of draft reports (tasks 1 and 2)
  - KCI to prepare existing utility layout upon receipt of surveyed locations of QLB designation and utility appurtenances.
  - KCI to coordinate with Client regarding proposed Quality Level A (QLA) Test Hole locations.

**Project Schedule Update**

- Current design phase: Study Phase
- Upcoming milestones: Preliminary Engineering Report
- Adjustments to schedule (if any): None at this time

**Action Items Review**

- Outstanding items from previous meetings: None at this time
- Status updates

**Right-of-Way / Utility Coordination**

- ROW coordination: TBD
- Utility conflicts and resolutions: Not Started

**Environmental / Permitting Updates**

- Any required permits or clearances: No permits required at this stage
- Status and expected timelines: Timeline for any future permitting will be established during the PER phase

**Coordination with County or Other Agencies**

- Updates on communication or decisions from TxDOT, cities, etc.: Communication with TxDOT has not yet started

**Open Discussion**

- Questions, requests for guidance, or clarifications

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice # 73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_ 23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

These are good to go.

Thanks,
-Luke

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Thursday, June 26, 2025 1:38 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

**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 all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
| 23301 | Adams Flat | Trilogy | $ 120,301.50 | 17% | None |
| 23404 | Neuman Rd | RG Miller - DCCM | $ 27,628.30 | 5% | None |
| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge Department

**Total Amount Due:** $49,032.10

**Please make check payable to:**

**Name:** Volkert, Inc.

**Address:** 5775 N. Sam Houston Pkwy Suite 140

Houston, TX 77086

**Please mail check to:**

**Name:** Volkert, Inc.

**Address:** 5775 N. Sam Houston Pkwy Suite 140

Houston, TX 77086

**Purpose of check:** Invoice # 105009-1 Robichaux Road Precinct 1

Professional Services rendered April 19, 2025 through May 23, 2025

**Charge to GL line:** Mobility Bond

Julie Adams 7-7-25

Signature of Person Submitting Request — Date

Ross McCall 7-9-25

Signature of Official/Department Head Submitting Request — Date

VOLKERT

Volkert, Inc.
5775 N. Sam Houston Pkwy Suite 140
Houston, TX 77086
281.466.2813

June 17, 2025 Invoice No.: 00105009-1

Waller County Project #: 23104
Volkert Project Number 1203276.000

**Robichaux Road Waller Co PCT 1**
For professional services rendered April 19, 2025 - May 23, 2025.

| Description | Contract Amount | % Complete | Billed to Date | Previously Billed | Current Amount |
|---|---|---|---|---|---|
| TASK 10000: DESIGN | $215,977.25 | 3.5% | $7,632.00 | $0.00 | $7,632.00 |
| TASK 20000: CONSTRUCTION PHASE SVC | $62,294.79 | 0.0% | $0.00 | $0.00 | $0.00 |
| TASK 30000: DRAINAGE | $69,599.98 | 19% | $13,248.95 | $0.00 | $13,248.95 |
| TASK 40000: BRIDGE | $40,015.00 | 0% | $0.00 | $0.00 | $0.00 |
| TASK 50000: ENVIRONMENTAL | $16,802.43 | 0% | $0.00 | $0.00 | $0.00 |
| TASK 60000: GEOTECH | $62,767.00 | 42.5% | $26,696.00 | $0.00 | $26,696.00 |
| TASK 70000: SURVEY | $95,694.00 | 0% | $0.00 | $0.00 | $0.00 |
| TASK 80000: SUE | $77,635.00 | 0% | $0.00 | $0.00 | $0.00 |
| TASK 90000: PROJECT MGMT & ADMIN | $42,965.46 | 3% | $1,455.15 | $0.00 | $1,455.15 |
| | **$683,750.91** | | **$49,032.10** | **$0.00** | **$49,032.10** |

**Total Amount Due This Invoice** **$49,032.10**

**Approver:** _____ **Date:** 6.17.25

## Total Work Authorization Billing Summary

| Work Authorization | Previous Billed | Current Period | Billed to Date | Work Authorization Remaining |
|---|---|---|---|---|
| $ 683,750.91 | $ - | $ 49,032.10 | $ 49,032.10 | $ 634,718.81 |
| $ 683,750.91 | $ - | $ 49,032.10 | $ 49,032.10 | $ 634,718.81 |

Please remit payment to:

**ACH Instructions:**
Regions Bank
Acct Title: Volkert, Inc
Acct No: 0019285477
Routing No: 062000019

**Mailing Instructions:**
Dept. #2042
Volkert, Inc.
PO Box 11407
Birmingham, AL 35246-2042

Volkert, Inc.
5775 N. Sam Houston Parkway W.
Suite 140
Houston, TX 77086
281.466.2813
Volkert.com

# Progress Report No. 1

## May 2025

PROJ: Robichaux Road Waller Co PCT 1

COUNTY: Waller

**Waller County Project Manager:**

J. Ross McCall, P.E.

**Volkert Project Manager:**

Beau Benson, P.E.

Professional Services from April 19, 2025 – May 23, 2025

**Summary Description of Scope of Services**

The proposed improvements include the widening and reconstruction for 2.5 miles from 2 – 10' lanes to 2 – 11' lanes and a 1' shoulder of Asphalt on Robichaux Road from CR1458 to Garrett Road.

**Project Financial Status**

Overall % Spent-7.2%

**Brief Schedule Update:**

- Expected PER Submittal: 7/16/25
- Expected Interim Design Submittal: 90% 10/31/25
- Expected Final Design Submittal: 100% 12/12/25

**Progress Report Discussion and Work Performed:**

Activities leading to these deliverables for this progress report include:

- Geotech pavement coring
- Preliminary Drainage analysis and existing conditions investigations
- Preliminary Roadway design
- Overall Project review and scheduling
- GEC coordination and meetings
- Quality Assurance and Quality Check control guide
- ROE letters

**Potential Issues:**

- ROE letters:
    - Slow or no responses.
    - Only 1 person has signed and agreed.
    - Resending letters explaining the project and the minimal impact of the project to their land.

**Anticipated work for the following month:**

- Preliminary reports for PER review
- Continuing Preliminary design in all disciplines.

## Julie Adams

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Wednesday, July 2, 2025 4:28 PM
**To:** Ross McCall; Luke Fortkamp
**Cc:** Julie Adams; John Tyler
**Subject:** 2023 Mobility Bond Invoice | 23104 Robichaux Road
**Attachments:** 20250617-Invoice #00105009-1-Volkert-Robichaux Rd-23104.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.**

Hello again!

We got another invoice for you guys! Here is a summary:

Project #: 23104
Project Name: Robichaux Road
Consultant: Volkert
Invoice Total: $49,032.10
Percent spent so far: 7%
Design Schedule Changes: None

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






**Volkert, Inc.**
5775 N. Sam Houston Pkwy W. Suite 140
Houston, TX 77086
281.466.2813
www.volkert.com

June 17, 2025

Waller County Pct 1
Attention: J. Ross McCall, P.E.
775 Business US 290 East
Hempstead, Texas 77445

Project: Robichaux Road Waller Co PCT 1 #23104

Please see invoice #00105009-1 attached for your review. The service dates provided are from April 19, 2025 – May 23, 2025.

Invoice Total:
**$49,032.10**

If you have any questions, please feel free to contact me.

Crystal Serna
crystal.serna@volkert.com
281.466.2813

CC: Beau Benson
beau.benson@volkert.com
318.372.0012

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Tuesday, July 8, 2025 4:21 PM
**To:** Julie Adams
**Subject:** RE: 2023 Mobility Bond Invoice | 23102 Double Culvert Rd

Julie,

Please process this invoice.

Thanks,
-Luke

**From:** Julie Adams <j.adams@wallercounty.us>
**Sent:** Tuesday, July 8, 2025 10:29 AM
**To:** Luke Fortkamp <l.fortkamp@wallercounty.us>
**Subject:** FW: 2023 Mobility Bond Invoice | 23102 Double Culvert Rd

Just following up on this...

**From:** Julie Adams
**Sent:** Monday, July 7, 2025 10:19 AM
**To:** Luke Fortkamp <l.fortkamp@wallercounty.us>
**Subject:** FW: 2023 Mobility Bond Invoice | 23102 Double Culvert Rd

Luke,

Is this invoice ready to be processed?

Thank you,

*Julie Adams*

**Waller County Road and Bridge**
775 Bus Hwy 290 East
Hempstead, Texas 77445
979-826-7670

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Tuesday, July 1, 2025 5:04 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>
**Subject:** 2023 Mobility Bond Invoice | 23102 Double Culvert Rd

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge

**Total Amount Due:** $73,234.14

**Please make check payable to:**

**Name:** BGE, Inc

**Address:** 10777 Westheimer, Suite 400

Houston, TX 77042

**Please mail check to:**

**Name:** BGE, Inc

**Address:** 10777 Westheimer, Suite 400

Houston, TX 77042

**Purpose of check:** Invoice # 24122-1 $73,234.14 (Project # 14280-00)

Services April 8, 2025 through May 23, 2025

Joseph Road

**Charge to GL line:** Mobility Bond

Julie Adams 7-1-25

**Signature of Person Submitting Request** **Date**

J.W. Ross McCall 7-7-25

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

# INVOICE

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

June 17, 2025
Project No: 00014280-00
Invoice No: 24122-1

Project 00014280-00 2023 Mobility Bond-Joseph Rd-23204_23205
**Services current April 8, 2025 through May 23, 2025**

Phase 0001 Roadway

Task 0001 General

**Fee**

| Billing Phase | Fee Amount | % Comp To Date | Billed to Date | Current Billing | Fee Remaining |
|---|---|---|---|---|---|
| **Roadway** | | | | | |
| General | 75,480.00 | 15.814 | 11,936.44 | 11,936.44 | 63,543.56 |
| Preliminary Engineering | 74,820.00 | 0.00 | 0.00 | 0.00 | 74,820.00 |
| Final Design | 471,290.00 | 0.00 | 0.00 | 0.00 | 471,290.00 |
| **Drainage** | | | | | |
| Preliminary Engineering | 7,020.00 | 0.00 | 0.00 | 0.00 | 7,020.00 |
| Final Design | 46,335.00 | 0.00 | 0.00 | 0.00 | 46,335.00 |
| **Traffic** | | | | | |
| General | 2,787.50 | 0.00 | 0.00 | 0.00 | 2,787.50 |
| Preliminary Engineering | 41,860.00 | 0.00 | 0.00 | 0.00 | 41,860.00 |
| Final Design | 55,470.00 | 0.00 | 0.00 | 0.00 | 55,470.00 |
| **Bridge** | | | | | |
| Final Design | 20,730.00 | 0.00 | 0.00 | 0.00 | 20,730.00 |
| **Consultants** | | | | | |
| Environmental-Raba Kistner | 16,860.50 | 0.00 | 0.00 | 0.00 | 16,860.50 |
| Geotechnical-Terracon | 51,670.00 | 0.00 | 0.00 | 0.00 | 51,670.00 |
| ROW Survey Hegar Rd-Landtech | 209,776.00 | 28.0444 | 58,830.50 | 58,830.50 | 150,945.50 |
| SUE-Cobb Fendley | 68,996.00 | 3.5759 | 2,467.20 | 2,467.20 | 66,528.80 |
| Total Fee | 1,143,095.00 | | 73,234.14 | 73,234.14 | 1,069,860.86 |

| | | |
|---|---|---|
| **Total Fee** | | **73,234.14** |
| | **Total this Task** | **$73,234.14** |
| | **Total this Phase** | **$73,234.14** |

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

| Project | 00014280-00 | 2023 Mobility Bond-Joseph Rd-23204_23205 | Invoice | 24122-1 |
|---|---|---|---|---|

| Phase | 0006 | Construction Phase Services-HNTE | | | |
|---|---|---|---|---|---|
| **Billing Limits** | | **Current** | **Prior** | **To-Date** | |
| Total Billings | | 0.00 | 0.00 | 0.00 | |
| Limit | | | | 55,775.00 | |
| Remaining | | | | 55,775.00 | |
| | | | **Total this Phase** | | **0.00** |
| | | | **Total this Invoice** | | **$73,234.14** |

*Fee Recap*

| | |
|---|---|
| 1,198,870.00 | *Basic Services* |
| 0.00 | *Reimbursables Expenses* |
| 0.00 | *Tax* |
| 1,198,870.00 | *Total Authorized Fee* |

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

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

# Waller County 2023 Mobility Bond

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

## Progress Report for May Invoice

**Billing Period**
April 8, 2025 to May 23, 2025

**Completed this Billing Period**

- Completed contracts with subs
- Coordinated with subs
- Coordinated with Waller County
- Attended status meetings
- Took site visit
- Survey set control and completed field topo within County ROW.
- SUE conducted field exploration for utilities.
- To date, 86 ROE letters have been sent out to property owners bordering the intersection locations:
    - 12 letters allowing entry (YES)
    - 12 letter not allowing entry (NO)

**To be Completed next Billing Period**

- Geotechnical field work
- Send out 2nd round for ROE to non-response property owner.
- Continue SUE work
- Received survey CADD file
- Obtain additional Survey (private property)
- Submit preliminary Environmental Report

**Outstanding Issues**

- TIA for proposed developments within project limits.

PER Report Submittal: 11/18/2025

Final Design Submittal: 12/17/2026

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice # 73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_ 23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

These are good to go.

Thanks,
-Luke

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Thursday, June 26, 2025 1:38 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

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Hi all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
| 23301 | Adams Flat | Trilogy | $ 120,301.50 | 17% | None |
| 23404 | Neuman Rd | RG Miller - DCCM | $ 27,628.30 | 5% | None |
| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge

**Total Amount Due:** $79,043.70

**Please make check payable to:**

**Name:** BGE, Inc

**Address:** 10777 Westheimer, Suite 400

Houston, TX 77042

**Please mail check to:**

**Name:** BGE, Inc

**Address:** 10777 Westheimer, Suite 400

Houston, TX 77042

**Purpose of check:** Invoice # 24121-1 $79,043.70 (Project # 14279-00)

Services March 27, 2025 through May 23, 2025

Various Intersections with Precinct 2-23201

**Charge to GL line:** Mobility Bond

Julie Adams 7-1-25

**Signature of Person Submitting Request** **Date**

Ross McCall 7-7-25

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

# INVOICE

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

June 17, 2025
Project No: 00014279-00
Invoice No: 24121-1

Project 00014279-00 2023 Mobility Bond-Various Intersections within Precinct 2-23201
Services current March 27, 2025 through May 23, 2025

Phase 0001 Roadway

Task 0001 General
Fee

| Billing Phase | Fee Amount | % Comp To Date | Billed to Date | Current Billing | Fee Remaining |
|---|---|---|---|---|---|
| **Roadway** | | | | | |
| General | 36,400.00 | 45.00 | 16,380.00 | 16,380.00 | 20,020.00 |
| Preliminary Engineering | 32,020.00 | 30.00 | 9,606.00 | 9,606.00 | 22,414.00 |
| Final Design | 109,605.00 | 0.00 | 0.00 | 0.00 | 109,605.00 |
| **Traffic** | | | | | |
| General | 46,315.00 | 0.00 | 0.00 | 0.00 | 46,315.00 |
| Final Design | 19,350.00 | 0.00 | 0.00 | 0.00 | 19,350.00 |
| **Consultants** | | | | | |
| Environmental-Raba Kistner | 17,740.50 | 0.00 | 0.00 | 0.00 | 17,740.50 |
| Geotechnical Investigation Hegar Rd-Raba | 11,357.00 | 0.00 | 0.00 | 0.00 | 11,357.00 |
| ROW Survey-Landtech | 84,029.00 | 50.00 | 42,014.50 | 42,014.50 | 42,014.50 |
| SUE-Cobb Fendley | 38,960.00 | 28.345 | 11,043.20 | 11,043.20 | 27,916.80 |
| Total Fee | 395,776.50 | | 79,043.70 | 79,043.70 | 316,732.80 |

| | | |
|---|---|---|
| **Total Fee** | | **79,043.70** |
| | **Total this Task** | **$79,043.70** |
| | **Total this Phase** | **$79,043.70** |

Phase 0004 Construction Phase Services-HNTE

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

| | |
|---|---|
| **Total this Phase** | **0.00** |
| **Total this Invoice** | **$79,043.70** |

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

| Project | 00014279-00 | 2023 Mobility Bond -Various Intersection | Invoice | 24121-1 |
|---|---|---|---|---|

*Fee Recap*

| | |
|---|---|
| 426,036.50 | *Basic Services* |
| 0.00 | *Reimbursables Expenses* |
| 0.00 | *Tax* |
| 426,036.50 | *Total Authorized Fee* |

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

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

# Waller County 2023 Mobility Bond

## 23201 – Various Intersections within Precinct 2

## Progress Report for May Invoice

**Billing Period**
March 27, 2025 to May 23, 2025

**Completed this Billing Period**

- Completed contracts with subs
- Coordinated with subs
- Coordinated with Waller County
- Attended status meetings
- Took site visit
- Survey set control and completed field topo within County ROW.
- Survey provided preliminary DGN files
- SUE conducted field exploration for utilities.
- SUE provided preliminary SUE files
- Preliminary exhibits created to discuss options for the for Kyle @ Bowler intersection
    - Autoturn exhibit to gauge pipe culvert length/extension and row acquisition
        - Vehicles models: B-40 and WB-50 per Waller Co. design guide
    - Large scale TCP exhibit to show reroute options during pipe culvert extension/rehab
- To date, 14 ROE letters have been sent out to property owners bordering the intersection locations:
    - 6 letters allowing entry (YES)
    - 1 letter not allowing entry (NO)

**To be Completed next Billing Period**

- Geotechnical field work
- Send out 2nd round for ROE to non-response property owner.
- Provide exhibit for Bowler @ Kyle for intersection improvement including culvert work and TCP approach.
- Continue SUE work for Bowler @ Kyle
- Obtain additional Survey (private property) for Bowler @ Kyle
- Submit preliminary Environmental Report

**Outstanding Issues**

- **Guidance on Stonebridge @ Riley**

PER Report Submittal: n/a

Final Design Submittal: 11/11/2025

## Julie Adams

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**Sent:** Friday, June 27, 2025 1:20 PM
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**Cc:** Ross McCall
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Thanks,
-Luke

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**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

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| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge

**Total Amount Due:** $94,216.56

**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 # 73053-03 Penick Rd

Professional Services from May 01, 2025 to May 31 ,2025.

**Charge to GL line:** Mobility Bond

Julie Adams 6-30-25

Signature of Person Submitting Request — Date

J. Ross McCall 6-30-25

Signature of Official/Department Head Submitting Request — Date

BinkleyBarfield

DCCM

# INVOICE

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

**Waller County**

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

June 16, 2025
Project No: 0000069974.0000
Invoice No: 73053-03

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
Waller Co Project No.: 23302
**Professional Services from May 01, 2025 to May 31, 2025**

Phase 0000 General

Task 1000 Roadway

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previously Invoiced | Amount This Invoice |
|---|---|---|---|---|---|
| General | 49,821.00 | 20.00 | 9,964.20 | 5,978.52 | 3,985.68 |
| Preliminary Engineering | 223,460.00 | 44.7894 | 100,086.38 | 43,728.50 | 56,357.88 |
| 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 | 33.2575 | 9,796.00 | 0.00 | 9,796.00 |
| Geotechnical | 40,297.00 | 59.7489 | 24,077.00 | 0.00 | 24,077.00 |
| Survey | 208,434.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 1,386,897.00 | | 143,923.58 | 49,707.02 | 94,216.56 |
| | **Total Fee** | | | | **94,216.56** |
| | | | **Total this Task:** | | **$94,216.56** |
| | | | **Total this Phase:** | | **$94,216.56** |

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

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

**Total this Task:**

Task SUB1 Woolpert CPS

| Project | 0000069974.0000 | Waller County -Penick Rd | Invoice | 73053 |
|---|---|---|---|---|

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

**Total this Task:**

**Total this Phase:**

Phase 0901 SUB SUE

Task SUB1 KCI SUB SUE

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 69,992.00 |
| Remaining | | | 69,992.00 |

**Total this Task:**

Task SUB2 KCI SUB -Optional Additional Serv. UC

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

**Total this Task:**

**Total this Phase:**

Phase 1400 Survey

Task 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:** **$94,216.56**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 71475 | 4.4.2025 | 4,738.40 |
| 72402 | 5.9.2025 | 44,968.62 |
| **Total** | | **49,707.02** |

**Total Now Due** **$143,923.58**

BinkleyBarfield | DCCM

# Monthly Progress Report
May 2025

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

## I. Work Completed to Date

**Task 1:** Geotech Borings completed
- Bore Log sheets in development
- Lab Testing and Report in development

**Task 2:** Survey in progress, completion anticipated in June

**Task 3:** SUE work in progress, in coordination with Survey

**Task 4:** ENV Draft CR & ESA Reports received on 5/8 and 5/30 respectively.
- T&E and WOTUS Reports anticipated in June.

**Task 5:** Preliminary Design
- Roadway Prelim Design / TCP Roll Plots and PER in progress.
- TCP workshop on 5/27. Selection of hybrid concept for further development.

**A: Project Management**
- Design Team Coordination

**B: Monthly Meeting**
- Monthly meeting / TCP workshop with Waller County (5/27)
- Bi-weekly progress meetings with Design Team (5/13 and 5/27)

## II. Work Planned for Next Period (June 2025)

Task 1: Develop selected TCP concept as roll plot for PER in July.

Task 2. Preparation of PER materials and preliminary design roll plot for PER in July.

Task 3. Completion of Survey deliverables anticipated begin to mid-June. Due date June 18th.

Task 4. Continuing development of SUE, ENV and Geotech reports and data.

| 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 |

**Ryan Hinson**
*Deputy Project Manager*

Date: June 07, 2025

# INVOICE

Houston, TX
713-690-8989

**Project Mgr:** Kirsten Smith

**Project:** Waller County Precinct 3 Penick Road
Penick Road
Waller, TX 77484

**To:** Binkley & Barfield
Attn: Accounts Payable
1701 Southwest Parkway
Suite 111
College Station, TX 77840

**REMIT TO:**

**Invoice Number: TN94308**

**Terracon Consultants, Inc.**
**PO Box 959673**
**St Louis, MO 63195-9673**

**Federal E.I.N.: 42-1249917**

| | |
|---|---|
| Project Number: | 92247D98 |
| Invoice Date: | 5/30/2025 |
| Contract Amount: | $22,175.00 |
| Billed to Date: | $7,612.00 |
| Remaining Balance: | $14,563.00 |
| For Period: | 4/20/2025 to 5/17/2025 |

Progress Invoice No. 1

Environmental Services

BBI Project No. 0000069974.0000
Waller County Project No. 23302
Work Authorization # 01

| Description | Total |
|---|---|
| **TASK: Task 2 - Waters of the United States (WOTUS) Delineation** | |
| Initial 40% completion of $13,810.00 Lump Sum fee. (Note: 40% completion has been billed to date.) | $5,524.00 |
| **Task Total** | **$5,524.00** |
| **TASK: Task 4 - Cultural Resources Desktop Assessment** | |
| Initial 80% completion of $2,610.00 Lump Sum fee (Note: 80% completion has been billed to date.) | $2,088.00 |
| **Task Total** | **$2,088.00** |
| **Invoice Total** | **$7,612.00** |

I certify this invoice to be true and correct.

Prasad Rajulu, P.E.
Principal, Corrective Action Services

**TERMS: DUE UPON PRESENTATION OF INVOICE**

# INVOICE

Houston, TX
713-690-8989

**Project Mgr:** Jessica Kemp

**Project:** Waller County Precinct 3 Penick Road
Penick Road
Waller, TX 77484

**To:** Binkley & Barfield
Attn: Accounts Payable
1701 Southwest Parkway
Suite 111
College Station, TX 77840

**REMIT TO:**

**Invoice Number: TN94312**

**Terracon Consultants, Inc.**
**PO Box 959673**
**St Louis, MO 63195-9673**

**Federal E.I.N.: 42-1249917**

| | |
|---|---|
| Project Number: | 92247D98A |
| Invoice Date: | 5/30/2025 |
| Contract Amount: | $7,280.00 |
| Billed to Date: | $2,184.00 |
| Remaining Balance: | $5,096.00 |
| For Period: | 4/20/2025 to 5/17/2025 |

Progress Invoice No. 1

Phase I Environmental Site Assessment

BBI Project No. 0000069974.0000
Waller County Project No. 23302
Work Authorization # 01

| Description | Total |
|---|---|
| **TASK: Phase I Environmental Site Assessment** | |
| Initial 30% completion of $7,280.00 Lump Sum fee.<br>(Note: 30% completion has been billed to date.) | $2,184.00 |
| **Task Total** | **$2,184.00** |

**INVOICE TOTAL** **$2,184.00**

I certify this invoice to be true and correct.

Prasad Rajulu, P.E.
Principal, Corrective Action Services

**TERMS: DUE UPON PRESENTATION OF INVOICE**

**GEOTECH ENGINEERING and TESTING**

*Geotechnical, Environmental, Construction Materials, and Forensic Engineering*

ACCREDITED
CERTIFICATE #0075-01
#0075-02

# *PARTIAL INVOICE*

***Billing Period From 03/24/25 To 05/23/25***

*Please show invoice number on your remittance*

***TO:*** *Binkley & Barfield, Inc.*
*1710 Seamist Drive*
*Houston, Texas 77008*

***ATTENTION:*** *Mr. Kevin A. Mineo, P.E., MBA*

***PROJECT:*** *Desktop Geologic Fault Study and Geotechnical Study*
*Penick Road*
*Waller County, Texas*

***INVOICE DATE:*** *05-23-2025*

***INVOICE NO: 36259***

***GET PROJECT NO:*** *24-1005E*

***PHONE #:*** *(713)869-3433*

***EMAIL:*** *Kmineo@binkleybarfield.com*

***PROJECT ENGINEER:*** *Max Salehi, M.S.M.E.*

***AUTHORIZATION:*** *This study was authorized by Mr. Kevin A. Mineo, on March 24, 2025*

BILLING STATUS

Authorized Total Project Budget: $ 40,297.00

| GET Project No | Invoice No. | Date | Authorized Project Budget | Amount for This Invoice | Percent of Authorized Project Budget to Date | Remaining Budget to Date |
|---|---|---|---|---|---|---|
| 24-1005E | | 5/23/2025 | $ 40,297.00 | $ 24,077.00 | 59.74 % | $ 16,220.00 |

**AMOUNT DUE FOR THIS INVOICE: $ 24,077.00**

**Please show GET invoice no. 36259 on your remittance.**

| *SERVICE* | *UNIT FEE* | *UNIT MEASURE* | *QUANTITY* | *TOTAL* |
|---|---|---|---|---|
| ***Geotechnical Study*** *(Total Project Budget: $ 40,297.00) Includes: Field Exploration, Laboratory Testing and Traffic Control* | | | | |
| *(59.74% of Total Project Budget)* | | | | *$ 24,077.00* |
| | | | ***Total Due*** | ***$ 24,077.00*** |

***REMIT TO:*** *DAE & ASSOCIATES, LTD.*
*dba GEOTECH ENGINEERING AND TESTING*
*17407 US Highway 59*
*HOUSTON, TEXAS 77396*
*(713) 699-4000*

***Conditions:*** *Invoice is due on presentation.*

*Distribution: DAE, Accounting (hard copy), Job Binder*

**Estimated Cost Summary (Detailed)**
**Desktop Geologic Fault Study and Geotechnical Study**
**Penick Road, Waller County, Texas**
**Based on Harris County Fee Schedule**

P24-439

Consultant Proposal Breakdown

| GEOTECH ENGINEERING AND TESTING<br>Date: May 23, 2025 | | Principal Engineer | Senior Engineer | Project Engineer | Field Technician | Typing/ Drafting | Unit of Measure | Estimated Quantity | Rate | Subtotal (Cost $) | Used |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Billing Rate per Hour | | | | | | | | | |
| | | $266.00 | $218.00 | $176.00 | $83.00 | $75.00 | | | | | |
| Task No. | Task Description | *LEVEL OF EFFORT | | | | | | | | | |
| | **Desktop Geologic Fault Study** | | | | | | | | | | |
| 1 | Review of Existing Published Fault Maps | | 0.5 | 4 | | | | | | $813.00 | |
| 2 | Reporting | | 0.5 | 1 | | | | | | $285.00 | |
| | | | | | | | | | Total: | $1,098.00 | $0.00 |
| | **Project Initiation upon Receiving NTP** | | | | | | | | | | |
| 3 | Review of the scope of the work | 2 | 1 | 1 | | | | | | $926.00 | $926.00 |
| 4 | Coordinate with Client, in obtaining the updated information of the project | | 2 | 1 | | | | | | $612.00 | $612.00 |
| | **Paving, box culvert and pipeline crossing road, 12 Borings** | | | | | | | | | | |
| | **Field Investigation** | | | | | | | | | | |
| 5 | Develop a Drilling Plan | | | 1 | | | | | | $176.00 | $176.00 |
| 6 | Staking the Twelve (12) Borings in the Field | | | 8 | | | | | | $1,408.00 | $1,408.00 |
| 7 | Coordinate with Surveyors to Locate & Tie in Borings at Site | | | 1 | | | | | | $176.00 | $176.00 |
| 8 | Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission | | | 10 | | | | | | $1,760.00 | $1,760.00 |
| 9 | Mobilization / Demobilization | | | | | | LS | 1 | $746.00 | $746.00 | $746.00 |
| 10 | Drilling and Sampling, twelve (12) Borings | | | | | | | | | | |
| 11 | Continous (0' - 10')-12 borings and (0' - 20')-2 borings | | | | | | LF | 160 | $27.00 | $4,320.00 | $4,320.00 |
| 12 | Daily Travel | | | | | | EA | 2 | $565.00 | $1,130.00 | $1,130.00 |
| 13 | Borehole Grouting | | | | | | FT | 160 | $13.00 | $2,080.00 | $2,080.00 |
| 14 | Technician, Logging Borings, Borehole cleaning and Water Level Reading | | | | 24 | | | | | $1,992.00 | $1,992.00 |
| 15 | Vehicle Charge (Boring staking, site visits during field coordination during drilling including utility clearance, Texas One Call etc., and borehole logging and grouting) | | | | | | HR | 42 | $13.00 | $546.00 | $546.00 |
| | | | | | | | | | Subtotal | $15,872.00 | $15,872.00 |
| | **Laboratory Testing** | | | | | | | | | | |
| 16 | Assign Laboratory Tests, Looking at Soil Samples | | | 3 | | | | | | $528.00 | $528.00 |
| 17 | Data Reduction and Evaluation | | | 1 | | | | | | $176.00 | $176.00 |
| 18 | Water Content (all samples) | | | | | | EA | 80 | $12.00 | $960.00 | $960.00 |
| 19 | Liquid and Plastic Limits | | | | | | EA | 16 | $76.00 | $1,216.00 | $1,216.00 |
| 20 | Percent Passing #-200 Sieve | | | | | | EA | 11 | $59.00 | $649.00 | $649.00 |
| 21 | Sieve Analysis | | | | | | EA | 5 | $164.00 | $820.00 | $820.00 |
| 22 | Unconfined Compression | | | | | | EA | 16 | $54.00 | $864.00 | $864.00 |
| | | | | | | | | | Subtotal | $5,213.00 | $5,213.00 |

**Estimated Cost Summary (Detailed)**
**Desktop Geologic Fault Study and Geotechnical Study**
**Penick Road, Waller County, Texas**
**Based on Harris County Fee Schedule**

P24-439

**Consultant Proposal Breakdown**

| GEOTECH ENGINEERING AND TESTING<br>Date: May 23, 2025 | | Principal Engineer | Senior Engineer | Project Engineer | Field Technician | Typing/ Drafting | Unit of Measure | Estimated Quantity | Rate | Subtotal (Cost $) | Used |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Billing Rate per Hour: | | | | | | | | | |
| | | $266.00 | $218.00 | $176.00 | $83.00 | $75.00 | | | | | |
| **Task No.** | **Task Description** | ***LEVEL OF EFFORT** | | | | | | | | | |
| Plate 3 | | | | | | | | | | | |
| | **Engineering Analysis and Report** | | | | | | | | | | |
| 23 | Prepare Plan of Borings | | | 1 | | | | | | $176.00 | |
| 24 | Analyze field and laboratory test results | | | 2 | | | | | | $352.00 | |
| 25 | Prepare summary of laboratory test data | | | 1 | | | | | | $176.00 | |
| 26 | Edit and prepare final boring log profiles | | | 6 | | | | | | $1,056.00 | |
| 27 | Prepare and develop boring log profiles | | | 1 | | | | | | $176.00 | |
| | **Asphaltic Concrete Paving** | | | | | | | | | | |
| 28 | Develop asphalt pavement design based on traffic loading | 1 | 3 | 6 | | | | | | $1,976.00 | |
| 31 | Recommendations on soil stabilization | | 1 | 2 | | | | | | $570.00 | |
| 32 | Document the results of soil exploration, laboratory testing and geotehnical recommmendations in a geotechnical draft report | 2 | 8 | 24 | | | | | | $6,500.00 | |
| 33 | Incorporate the review comments on draft report into final geotechnical repor | 1 | 5 | 9 | | | | | | $2,940.00 | |
| 34 | Technical Typing/Drafting | | | | | 12 | | | | $900.00 | |
| 35 | Report Reproduction Allowance | | | | | | | | | $300.00 | |
| Plate 3 | | | | | | | | | **Subtotal** | **$15,122.00** | **$0.00** |
| | | | | | | | | | **Total:** | **$36,207.00** | **$21,085.00** |
| **ALLOWANCE ITEMS** | | | | | | | | | | | |
| | **Traffic Control/Allowance** | | | | | | | | | | |
| 36 | Traffic Control (Cost +10%) | | | | | | DAY | 2 | $1,320.00 | $2,640.00 | $2,640.00 |
| 37 | Coordination, Project Engineer | | | 2 | | | | | | $352.00 | $352.00 |
| | | | | | | | | | **Total** | **$2,992.00** | **$2,992.00** |
| | | | | | | | | | **Grand Total:** | **$40,297.00** | **$24,077.00** |

Plate 3

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice # 73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_ 23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

These are good to go.

Thanks,
-Luke

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Thursday, June 26, 2025 1:38 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

**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 all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
| 23301 | Adams Flat | Trilogy | $ 120,301.50 | 17% | None |
| 23404 | Neuman Rd | RG Miller - DCCM | $ 27,628.30 | 5% | None |
| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# Waller County Check Request/Reimbursement Form

**Employee submitting request:** Julie Adams

**Department:** Road and Bridge

**Total Amount Due:** $130,283.48

**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 # 73052-03 Clay Rd

Professional Services from May 01, 2025 to May 31 ,2025.

**Charge to GL line:** Mobility Bond

Julie Adams 6-30-25

**Signature of Person Submitting Request** **Date**

Ross McClellan 6-30-25

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

BinkleyBarfield

DCCM

# INVOICE

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

Waller Co.

Robert McBride
County Engineer
775 Bus 290 East
Hempstead, TX 77445

June 18, 2025
Project No: 0000069938.0000
Invoice No: 73052-03

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

Total Contract Value: 2,245,846.00

Project 0000069938.0000 Waller County - Clay Rd

**Professional Services from May 01, 2025 to May 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 | 30.00 | 14,727.30 | 6,872.74 | 7,854.56 |
| Drainage Data Collection | 12,692.00 | 50.00 | 6,346.00 | 1,903.80 | 4,442.20 |
| Prelim- Rdwy | 261,818.00 | 40.00 | 104,727.20 | 39,272.70 | 65,454.50 |
| Prelim-Drainage | 109,324.00 | 14.00 | 15,305.36 | 3,826.34 | 11,479.02 |
| 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 | 0.8248 | 1,366.20 | 0.00 | 1,366.20 |
| GeoTechnical | 77,278.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Survey | 152,645.00 | 38.4792 | 58,736.50 | 19,049.50 | 39,687.00 |
| 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 | | 201,208.56 | 70,925.08 | 130,283.48 |

**Total Fee** **130,283.48**

**Total this Task:** **$130,283.48**

**Total this Phase:** **$130,283.48**

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 | 73052 |
|---|---|---|---|---|

| 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:** | | **$130,283.48** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 71462 | 4.4.2025 | 17,676.22 |
| 72214 | 5.9.2025 | 53,248.86 |
| **Total** | | **70,925.08** |

| | |
|---|---|
| **Total Now Due** | **$201,208.56** |

BinkleyBarfield | DCCM

# Monthly Progress Report
May 2025

**Project:** Waller County – Clay Rd

**Project No.:** 0000069938 **P.O. No.: 23406**

## I. Work Completed to Date

- Geotechnical borings completed
  - Lab testing and report in progress
- Survey field work completed
- SUE work in progress
  - NOPC letters have been sent
- Preliminary design
  - Continued work on roadway preliminary design & typical sections
  - Continued work on roll plot for roadway plan & profile
  - Continued work on roll plot for TCP
  - Continued work on drainage study & report
- Project Management
  - Design team coordination
- Project Meetings
  - Met with LJA on 5/15
  - Biweekly progress meetings with design team (5/1, 5/15, & 5/29)

## II. Work Planned for Next Period

- Meet with BKDD & PMs for adjoining Waller County projects to determine best path forward for drainage design
- Continue to work on roadway design for PER submittal
- Continue to work on TCP roll plot for PER submittal
- Continue to work on drainage report
- Complete ROW mapping
- Continue to work on geotechnical report
- Continue preparation of PER report & 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 |

James Fields

Date: June 16, 2025

**James Fields, P.E.**
*Project Manager – Transportation*

J:\WallerCo\0000069938.0000_Waller County - Clay Rd\1 00_Admin\1.03_Billings\03_2025_05\Clay Rd Progress Report 03_2025_05.docx

PAPE-DAWSON ENGINEERS

# INVOICE

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

ATTN: James Fields

RE: Waller County - Clay Rd

May 7, 2025
Project No: 42473-02
Invoice No: 25041922
Contract No: RFQ 240807-22

**Professional Services through April 25, 2025**

| Description | Contract Amount | Percent Complete | Billed To Date | Previously Billed | Current Invoice |
|---|---|---|---|---|---|
| Layout, Conflict Matrix & Coordination | 165,634.00 | 0.8248 | 1,366.20 | 0.00 | 1,366.20 |
| Total Fee | 165,634.00 | | 1,366.20 | 0.00 | 1,366.20 |
| | **Total** | | | | **1,366.20** |
| | | | **Total Due This Invoice** | | **$1,366.20** |

**Billings to Date**

| | Current | Prior | Total |
|---|---|---|---|
| Fee | 1,366.20 | 0.00 | 1,366.20 |
| **Totals** | **1,366.20** | **0.00** | **1,366.20** |

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

PROJECT MANAGER: Trisha Frederick

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 #:** | EI604-2 |
| **Invoice Date:** | 5/29/2025 |

**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<br>PROJECT NO.: 0000069938<br>PROJECT DESCRIPTION:<br>PROFESSIONAL SERVICES FROM: | | | | | | |
| SURVEY CONTROL | 27,880.00 | 11,152.00 | 40.00% | 20.00% | 60.00% | 5,576.00 |
| EXISTING RIGHT OF WAY MAPPING ( CAT. 1 B, COND. 3 ) | 45,790.00 | | | 40.00% | 40.00% | 18,316.00 |
| TOPOGRAPHIC SURVEY ( CAT. 6, COND. 1) | 78,975.00 | 7,897.50 | 10.00% | 20.00% | 30.00% | 15,795.00 |
| CONTROL AND RIGHT-OF-WAY STAKING - ESTIMATED 3 TRIPS @ $ 5,885.00 | 5,885.00 | | | 0.00% | 0.00% | 0.00 |

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 #:** | EI604-2 |
| **Invoice Date:** | 5/29/2025 |

**Bill To**

BINKLEY & BARFIELD
1710 SEAMIST DR
HOUSTON, TX 77008

| Terms |
|---|
| Net 30 |

| Description | Est Amt | Prev. Inv. | Prior % | Curr % | Total % | Amount |
|---|---|---|---|---|---|---|
| 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** | $39,687.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $39,687.00 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $39,687.00 |

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

## Julie Adams

**From:** Luke Fortkamp
**Sent:** Friday, June 27, 2025 1:20 PM
**To:** Julie Adams
**Cc:** Ross McCall
**Subject:** FW: 2023 Mobility Bond Invoice - Various Projects
**Attachments:** 20250618 - Invoice 99625-2 - RGM - Neuman Road - 23404.pdf; 20250616-Invoice #73052-03-BBIClay Rd23406.pdf; 20250617-Invoice#24122-1-BGE-Joseph Rd-23204_23205.pdf; 20250617-Invoice#24121-1-BGE-Various Intersections within Precinct 2-23201.pdf; 20250618-Invoice1-HR Green - Mathis Road Recon-23206.pdf; 20250616-Invoice#73053-03-BBIPenick RD23302.pdf; 20250610-Invoice#0001-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf; 20250623-Invoice#304200.00-2-SPI-Pitts Rd-23407.pdf

These are good to go.

Thanks,
-Luke

**From:** Katlyn Dezarn <kdezarn@lja.com>
**Sent:** Thursday, June 26, 2025 1:38 PM
**To:** Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
**Cc:** Julie Adams <j.adams@wallercounty.us>; John Tyler <jtyler@lja.com>
**Subject:** 2023 Mobility Bond Invoice - Various Projects

**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 all!

I have 8 invoice for you to review and put on court. Below is a summary table to get a quick glance at the details:

| Project # | Project Name | Consultant | Invoice Total | Percent Spent So Far | Design schedule Changes |
|---|---|---|---|---|---|
| 23301 | Adams Flat | Trilogy | $ 120,301.50 | 17% | None |
| 23404 | Neuman Rd | RG Miller - DCCM | $ 27,628.30 | 5% | None |
| 23406 | Clay Rd | BBI - DCCM | $ 130,283.48 | 9% | None |
| 23204_23205 | Joseph Rd | BGE | $ 73,234.00 | 7% | None |
| 23201 | Intersections | BGE | $ 79,043.70 | 20% | None |
| 23206 | Mathis Rd | HR Green | $ 18,444.00 | 2% | None |
| 23302 | Penick Rd | BBI - DCCM | $ 94,216.56 | 9% | None |
| 23407 | Pitts Rd | SPI | $ 43,711.60 | 4% | None |

Thank you!

# INVOICE

A. C. CAMPBELL
835 ROYAL LAKES BLVD
RICHMOND, TEXAS
77469

No.

INVOICE DATE: 4-14-25

CUSTOMER'S ORDER NO.:

SOLD TO: WALLER COUNTY

SHIP TO: DANNY ROTHE

| SALESPERSON | SHIPPED VIA | TERMS | F.O.B. |
|---|---|---|---|
| | ON SITE | NET 30 | HEMPSTEAD |

| QTY. ORDERED | QTY. SHIPPED | DESCRIPTION | UNIT | AMOUNT |
|---|---|---|---|---|
| 1 | 1 | UPRIGHT SCISSOR LIFT | | $4000.00 |
| | | MODEL # 63400-006 | | |
| | | SERIAL # 7541 | | |
| | | LOAD RANGE: 660 LBS | | |
| | | PLATFORM HEIGHT: 20 FEET | | |
| | | POWER: 24 VDC | | |
| | | | TOTAL | $4000.00 |

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY URBAN REINVESTMENT ZONE 16
PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

**AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.**

RECITALS

**WHEREAS**, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

**WHEREAS**, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

**WHEREAS**, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 29, 2023 governing reinvestment zones and tax abatement agreements;

**WHEREAS**, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

**WHEREAS**, the Commissioners Court desires to promote the development or redevelopment of a certain tract of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria;

**WHEREAS**, the Area does not include land within the taxing jurisdiction of a municipality;

**WHEREAS**, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County Urban Reinvestment Zone 16 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notice was delivered not later than the seventh day before the public hearing;

**WHEREAS**, the Commissioners Court held a public hearing on the designation of the Area as Waller County Urban Reinvestment Zone 16, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

**WHEREAS**, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

**WHEREAS**, the Commissioners Court finds that it is in the best interest of the county to designate the property described as being a tract or parcel of land containing 71.9750 acres of land located in the H & T.C.R.R. Company, Section 107, Abstract 170, Waller County, Texas, said

71.9750 acre tract being all of Reserve B in Block 1 of Replat Pederson Road Business Park, a subdivision duly of record in Plat Number 1902425 in the Deed Records of Waller County, Texas, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

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

**Section 1.** **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on July 23, 2025, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

**Section 3.** **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, which is incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County Urban Reinvestment Zone Number 16.

**Section 4.** **Effective Date**: The reinvestment zone shall take effect upon the passage of this Order, and shall remain in effect for a period of five years from the date of designation.

**Section 5.** **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

**Section 6.** **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily

accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation within the County, and such notice was delivered to the presiding officers of any affected taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 23rd day of July, 2025.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A Amsler
Commissioner, Precinct No. 1

_____
Kendrick Jones
Commissioner, Precinct No. 3

_____
Walter Smith
Commissioner, Precinct No. 2

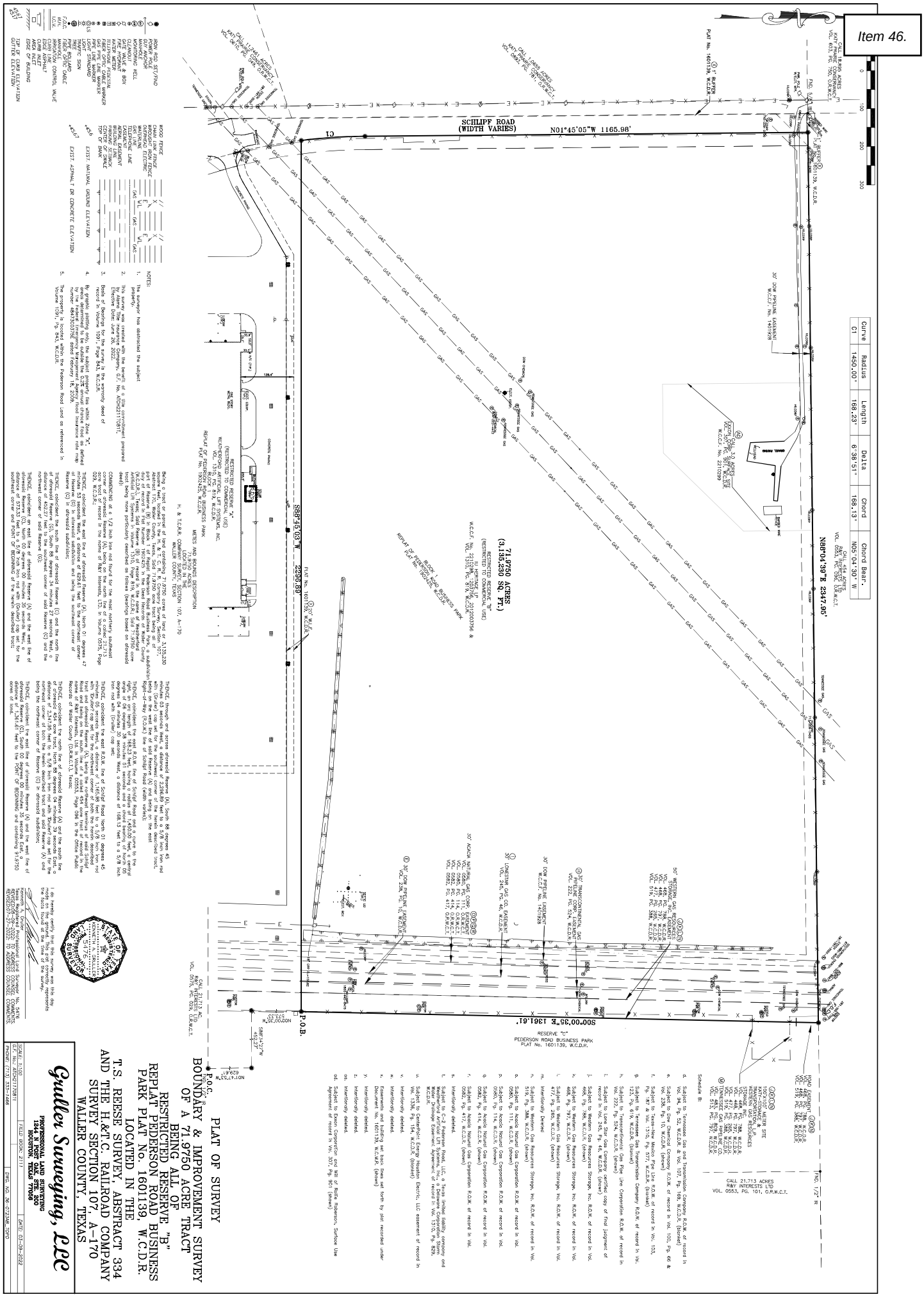
_____
Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

_____
Debbie Hollan
County Clerk

# EXHIBIT A






## PLAT OF SURVEY

## BOUNDARY & IMPROVEMENT SURVEY OF A 71.9750 ACRE TRACT

## BEING ALL OF RESTRICTED RESERVE "B" REPLAT PEDERSON ROAD BUSINESS PARK PLAT No. 1601139, W.C.D.R.

## LOCATED IN THE T.S. REESE SURVEY, ABSTRACT 334 AND THE H.&T.C. RAILROAD COMPANY SURVEY SECTION 107, A-170 WALLER COUNTY, TEXAS

P.O.C. BEARING AND DISTANCE
S88°45'03"W 459.27'
N01°47'53"W 628.61'

NOTES:
1. The surveyor has districted the subject property.
2. This survey was created with the benefit of title commitment prepared by Alamo Title Insurance Company, G.F. No. 410H2317381, Effective Date: June 20, 2022.
3. Basis of Bearings for the survey is the assumed deed of record in Volume 1091, Page 845, W.C.D.R.
4. By graphic plotting, the within Zone "X", areas determined to be outside the 0.2% annual chance flood as defined by the Flood Insurance Rate Map Number 48473C0375E dated February 18, 2009 Flood Insurance rate map.
5. The property is located within the Pederson Road Land as referenced in Volume 1091, Pg. 845, W.C.D.R.

Being a tract or parcel of land containing 71.9750 acres of land or 3,135,230 square feet, more or less, out of and a part of the T.S. Reese Survey, Abstract 1120, Waller County, Texas, said 71.9750 acre tract being all of Restricted Reserve (B) in Block 1 of Replat Pederson Road Business Park, a subdivision of record in Volume 1903425 of the Official Records of Waller County (W.C.O.R.), Texas, said Reserve (B) of record in the name of Westerfield Artificial Lift Systems, Inc. and being more particularly described as follows (bearings based on aforesaid deed):

COMMENCING at a 1/2 inch iron rod found for the most northerly southeast corner of Reserve (C) of said Replat of Pederson Road Business Park, same being the most northerly northwest corner of Restricted Reserve "A" of said Replat of Pederson Road Business Park, same being in the south right-of-way line of Schlipf Road (width varies);

THENCE, coincident with the west line of aforesaid Reserve (C), North 01 degrees 47 minutes 53 seconds West, a distance of 628.61 feet to a 5/8 inch iron rod with "Buffer" cap set for the southeast corner of Reserve (C) in aforesaid subdivision and being the southeast corner of the herein described tract;

THENCE, coincident the south line of aforesaid Reserve (C) and the north line of aforesaid Reserve (A), South 88 degrees 45 minutes 03 seconds West, a distance of 459.27 feet to the southwest corner of said Reserve (C) and the northwest corner of said Reserve (A);

THENCE, coincident on east line of aforesaid Reserve (A) and the west line of aforesaid Reserve (C), South 00 degrees 00 minutes 35 seconds East, a distance of 2,247.90 feet to a 5/8 inch rod with "Buffer" cap set for the southeast corner of the herein described tract;

THENCE, through and across aforesaid Reserve (A), South 88 degrees 45 minutes 03 seconds West, a distance of 2,296.89 feet to a 5/8 inch rod with "Buffer" cap set for the southwest corner of the herein described tract, same being in the east right-of-way line (C.A.M.) line of Schlipf Road (width varies);

THENCE, coincident the east R.O.W. line of Schlipf Road and a curve to the right, an arc length of 168.23 feet, having a radius of 1,450.00 feet, a central angle of 06 degrees 38 minutes 51 seconds, a chord bearing of North 05 degrees 04 minutes 30 seconds West, a distance of 168.13 feet to a 5/8 inch iron rod with (Cruller) cap set;

THENCE, coincident the east R.O.W. line of Schlipf Road North 01 degrees 45 minutes 05 seconds West, a distance of 1165.98 feet to a 5/8 inch iron rod with "Buffer" cap set for the northwest corner of both the herein described tract, same being in the south line of a called 454 acre tract of record in the name of Katy Prairie Conservancy (C.A.M.C.T.), Texas, same being the northeast corner of Reserve (B) of said Replat of Pederson Road Business Park, same being the northwest corner of Reserve (C) of said Replat of Pederson Road Business Park, same being in the south line of a called 21.713 acre tract of record in the name of R&Y Interests, Ltd. in Volume 0553, Page 096 in the Official Public Records of Waller County (O.R.W.C.T.), Texas;

THENCE, through and across aforesaid Reserve (A), South 88 degrees 45 minutes 03 seconds West, a distance of 459.27 feet to a 5/8 inch rod with "Buffer" cap set for the southwest corner of the herein described tract, same being in the east right-of-way line (C.A.M.) line of Schlipf Road (width varies);

THENCE, coincident the east R.O.W. line of Schlipf Road and a curve to the right, an arc length of 168.23 feet, having a radius of 1,450.00 feet, a central angle of 06 degrees 38 minutes 51 seconds, a chord bearing of North 05 degrees 04 minutes 30 seconds West, a distance of 168.13 feet to a 5/8 inch iron rod with (Cruller) cap set;

THENCE, coincident the east R.O.W. line of Schlipf Road North 01 degrees 45 minutes 05 seconds West, a distance of 1165.98 feet to a 5/8 inch iron rod with "Buffer" cap set for the northwest corner of both the herein described tract, same being in the south line of a called 454 acre tract of record in the name of Katy Prairie Conservancy (C.A.M.C.T.), Texas, same being the northeast corner of Reserve (B) of said Replat of Pederson Road Business Park, same being in the south line of a called 21.713 acre tract of record in the name of R&Y Interests, Ltd. in Volume 0553, Page 096 in the Official Public Records of Waller County (O.R.W.C.T.), Texas;

THENCE, coincident the south line of aforesaid Reserve (A) and the north line of aforesaid Reserve (B), North 88 degrees 04 minutes 39 seconds East, a distance of 2,347.95 feet to a 5/8 inch rod with "Buffer" cap set for the southeast corner of aforesaid Reserve (A) and being the northeast corner of Reserve (B) in aforesaid subdivision;

THENCE, coincident the east line of aforesaid Reserve (A) and the west line of aforesaid Reserve (C), South 00 degrees 00 minutes 35 seconds East, a distance of 1361.61 feet to the POINT OF BEGINNING and containing 71.9750 acres of land.

I do hereby certify that the survey was this day made on the ground. This plat correctly represents the facts found at the time of the survey.

Kenneth A. Gruller
Registered Professional Land Surveyor No. 5476
REVISED 08-29-2022 TO ADDRESS COUNSEL COMMENTS
REVISED 07-27-2022 TO ADDRESS COUNSEL COMMENTS

**Gruller Surveying, LLC**
PROFESSIONAL LAND SURVEYING
1214 N. POST OAK, STE. 200
HOUSTON, TEXAS 77055
PHONE: (713) 335-1486

SCALE: 1:100 | FIELD WORK: 2/11 | DATE: 03-09-2022
G.F. No.: 410H2117381 | DWG. NO. 36-072348-TOPO

# 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.

DEED RECORDS
VOL 484 PAGE 358

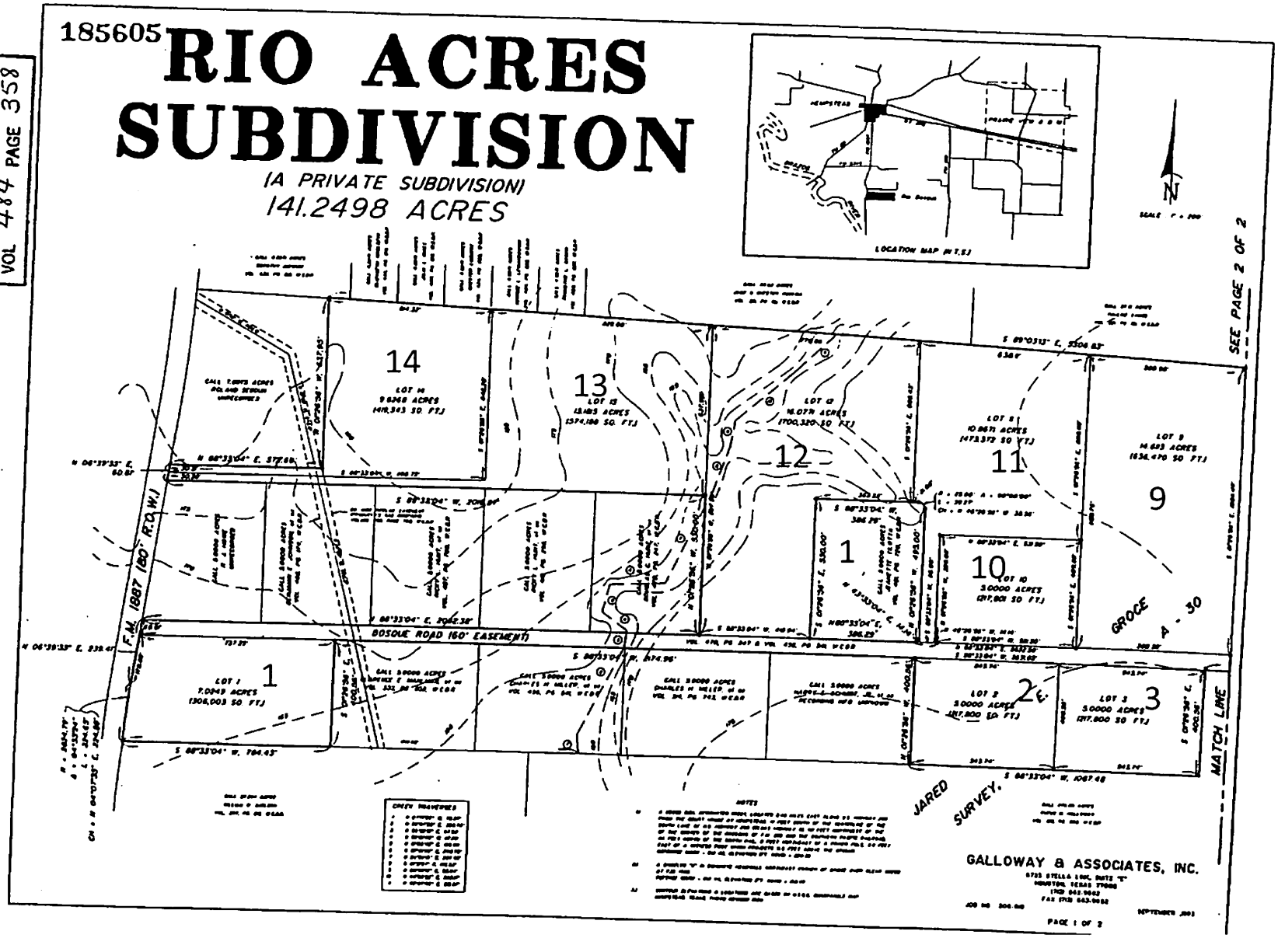
185605

# RIO ACRES SUBDIVISION

(A PRIVATE SUBDIVISION)

141.2498 ACRES

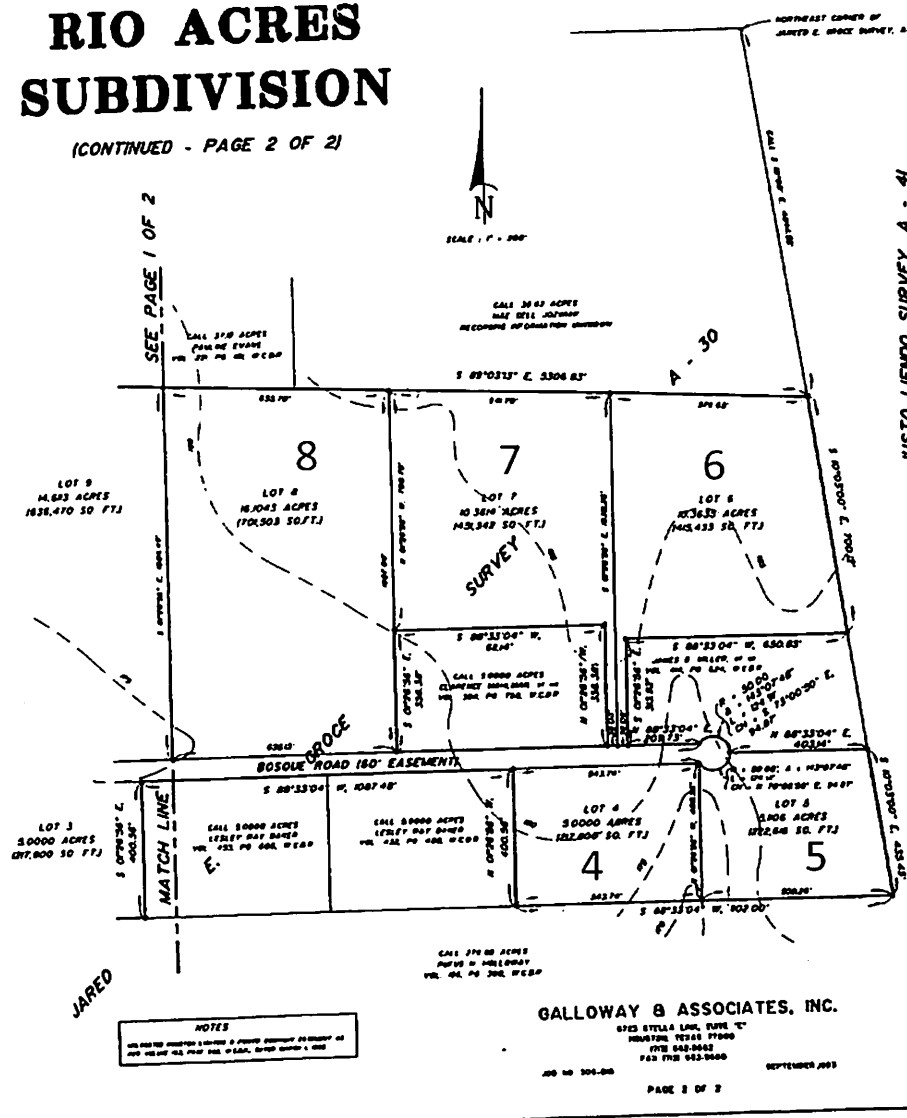


DEED RECORDS
VOL 484 PAGE 359

# RIO ACRES SUBDIVISION

(CONTINUED - PAGE 2 OF 2)




GALLOWAY & ASSOCIATES, INC.

NOTES

PAGE 2 OF 2

Filed for Record Oct. 12 A.D., 1993 at 1:20 o'clock P. M.

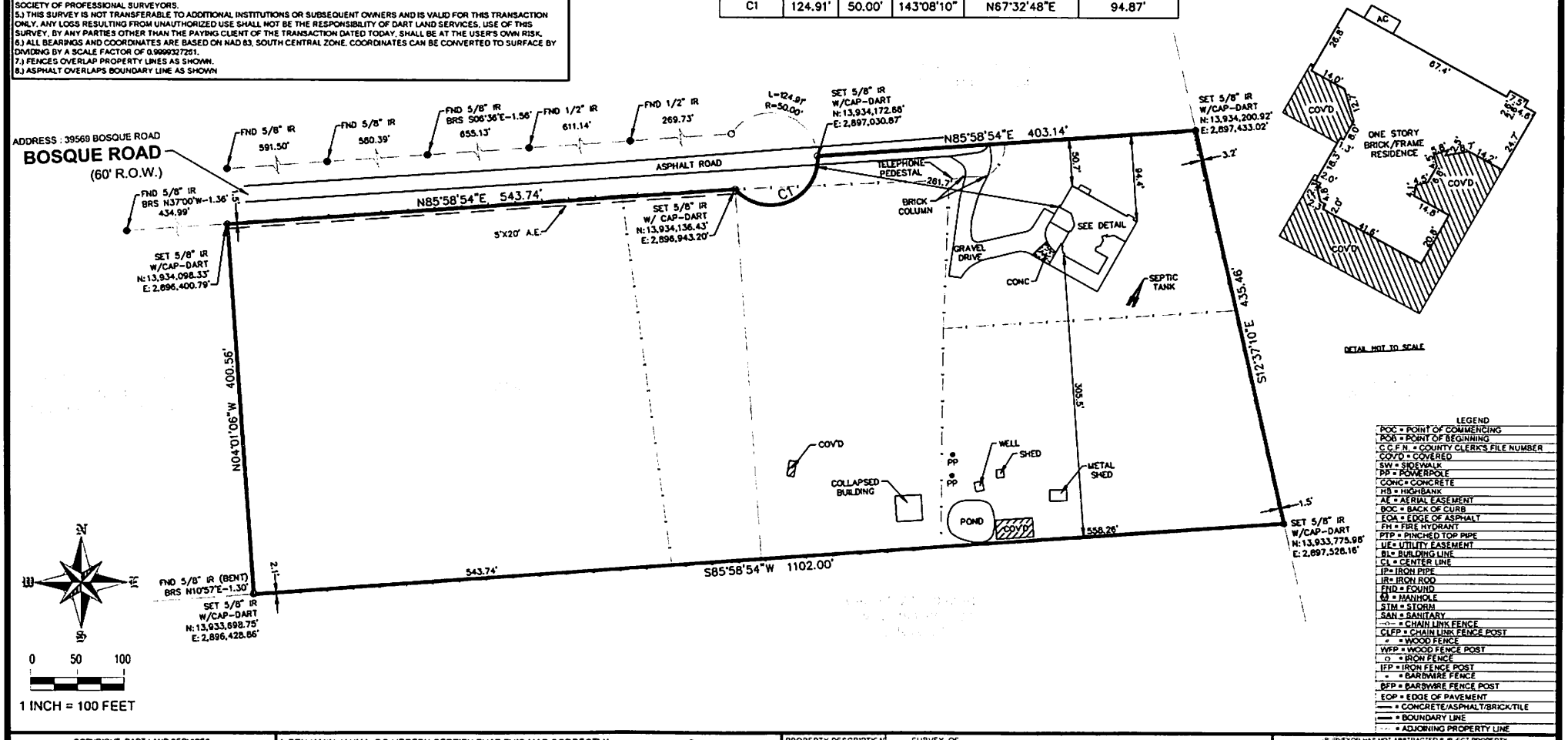
RECORDED Oct. 20 A.D., 1993 at 4:20 o'clock P. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas

By Deputy

NOTES:
1.) SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD IN VOLUME 484, PAGE 358 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS..
2.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
3.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE, THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
4.) THIS SURVEY MEETS THE STANDARDS FOR A LAND SURVEY IN THE STATE OF TEXAS AS DEFINED IN THE MANUAL OF PRACTICE BY TEXAS SOCIETY OF PROFESSIONAL SURVEYORS.
5.) THIS SURVEY IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND IS VALID FOR THIS TRANSACTION ONLY. ANY LOSS RESULTING FROM UNAUTHORIZED USE SHALL NOT BE THE RESPONSIBILITY OF DART LAND SERVICES. USE OF THIS SURVEY, BY ANY PARTIES OTHER THAN THE PAYING CLIENT OF THE TRANSACTION DATED TODAY, SHALL BE AT THE USER'S OWN RISK.
6.) ALL BEARINGS AND COORDINATES ARE BASED ON NAD 83, SOUTH CENTRAL ZONE. COORDINATES CAN BE CONVERTED TO SURFACE BY DIVIDING BY A SCALE FACTOR OF 0.9999327261.
7.) FENCES OVERLAP PROPERTY LINES AS SHOWN.
8.) ASPHALT OVERLAPS BOUNDARY LINE AS SHOWN

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| C1 | 124.91' | 50.00' | 143°08'10" | N67°32'48"E | 94.87' |







| LEGEND |
|---|
| POC = POINT OF COMMENCING |
| POB = POINT OF BEGINNING |
| C.C.F.N. = COUNTY CLERK'S FILE NUMBER |
| COV'D = COVERED |
| SW = SIDEWALK |
| PP = POWER POLE |
| CONC = CONCRETE |
| HB = HIGHBANK |
| AE = AERIAL EASEMENT |
| BOC = BACK OF CURB |
| EOA = EDGE OF ASPHALT |
| FH = FIRE HYDRANT |
| PTP = PINCHED TOP PIPE |
| UE = UTILITY EASEMENT |
| BL = BUILDING LINE |
| CL = CENTER LINE |
| IP = IRON PIPE |
| IR = IRON ROD |
| FND = FOUND |
| = MANHOLE |
| STM = STORM |
| SAN = SANITARY |
| = CHAIN LINK FENCE |
| CLFP = CHAIN LINK FENCE POST |
| = WOOD FENCE |
| WFP = WOOD FENCE POST |
| = IRON FENCE |
| IFP = IRON FENCE POST |
| = BARBWIRE FENCE |
| BFP = BARBWIRE FENCE POST |
| EOP = EDGE OF PAVEMENT |
| = CONCRETE/ASPHALT/BRICK/TILE |
| = BOUNDARY LINE |
| = ADJOINING PROPERTY LINE |

COPYRIGHT, DART LAND SERVICES
FIRM NO. 10194710

DART LAND SERVICES
14701 Saint Mary's Lane #150
Houston, Texas 77079
281-584-6688
http://www.dartlandservices.com

I, BENJAMIN JAUMA, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND , IN ACCORDANCE WITH THE INFORMATION PROVIDED TO ME AND THAT IT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

BENJAMIN JAUMA, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS REGISTRATION No. 6417

STATE OF TEXAS
REGISTERED
10/03/24
BENJAMIN JAUMA
6417
PROFESSIONAL
LAND SURVEYOR

PROPERTY DESCRIPTION: SURVEY OF

LOTS 4 AND 5 OF RIO ACRES SUBDIVISION, A SUBDIVISION LOCATED IN THE JARED E. GROCE SURVEY, ABSTRACT 30, WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 484, PAGE 358 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.

ADDRESS 39569 BOSQUE ROAD, HEMPSTEAD, TEXAS, 77445
OWNER / PURCHASER -
LENDER -
TITLE COMPANY - GF# -

DRAFTER 10-013-24/TR CHECKER 10-03-24/BJ CREW 05-18-23/AP KEY MAP NO. -

-SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY-
-SURVEY IS BASED ON TITLE COMMITMENT LISTED-
-ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN-
-THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS-
-THIS SURVEY IS CERTIFIED TO THE PEOPLE AND OR COMPANIES LISTED

FLOOD NOTE

- THIS TRACT OR LOT 4B IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE "X" AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. 480640 MAP No. 48473C PANEL No. 0150F DATED 05-16-19.
- THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

JOB 2023-04-037

RECEIVED
Office
MAY 14 2025
By

# Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

## SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

**Instructions**: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

| PROPERTY OWNER INFORMATION | |
|---|---|
| Name: | Venta Property LLC |
| Mailing Address: | 1815 Crutchfield Ln |
| City, State, Zip: | Katy TX 77449 |
| Email: | gloriaguia@yahoo.com |
| Phone: | 832-967-0286 |

| APPLICANT INFORMATION | |
|---|---|
| Name: | Fabian Guia |
| Mailing Address: | 36446 Lomax Rd |
| City, State, Zip: | Brookshire TX 77423 |
| Email: | gloriaguia@yahoo.com |
| Phone: | 832-885-1017 |

**Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)**

| Address of Property | Property ID # | Acreage |
|---|---|---|
| | 246400 | 1.04 |

**PLEASE PROVIDE THE FOLLOWING:**

- [X] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [X] Copy of Recorded Deed

**VARIANCE REQUEST OVERVIEW & JUSTIFICATION**

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

**OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT**

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

| Printed Owner/Applicant Name | Signature Owner/Applicant | Date |
|---|---|---|
| Fabian Guia | | 05-14-2025 |

**OFFICE USE ONLY**

| | NOTES |
|---|---|
| ☐ Approved ☐ Denied | |
| Waller County Commissioner Prct 1 2 3 4 Date | |
| Waller County Judge Date | |

**OFFICE USE ONLY** Payment: Cash DD Check # CC ID #

**Waller County Environmental Division**
**Waller County Environmental Department**
**929 5th St**
**Hempstead, TX 77445 (979) 921-0391**

# Receipt Number: 2025-337

5/14/2025 01:43 PM SA 2

*Descriptions:*

| | | |
|---|---|---|
| 1. | $100.00 | **Variance** |
| 2. | | |
| 3. | | |
| 4. | | |

*Received From*

**Venta Property LLC/Fabian Guia**

**36446 Lomax Rd Brookshire TX 77423**

*Amount Received*

**$100.00**

*Payment Information*

**Cash**

Signature / Initials: SA

**SA 2 5/14/2025 01:44 PM**

MEYER ENVIRONMENTAL DESIGNS, LLC
PO BOX 570, ANDERSON, TX 77830
713-303-1243 | MEYERENVIRONMENTALDESIGNS@OUTLOOK.COM

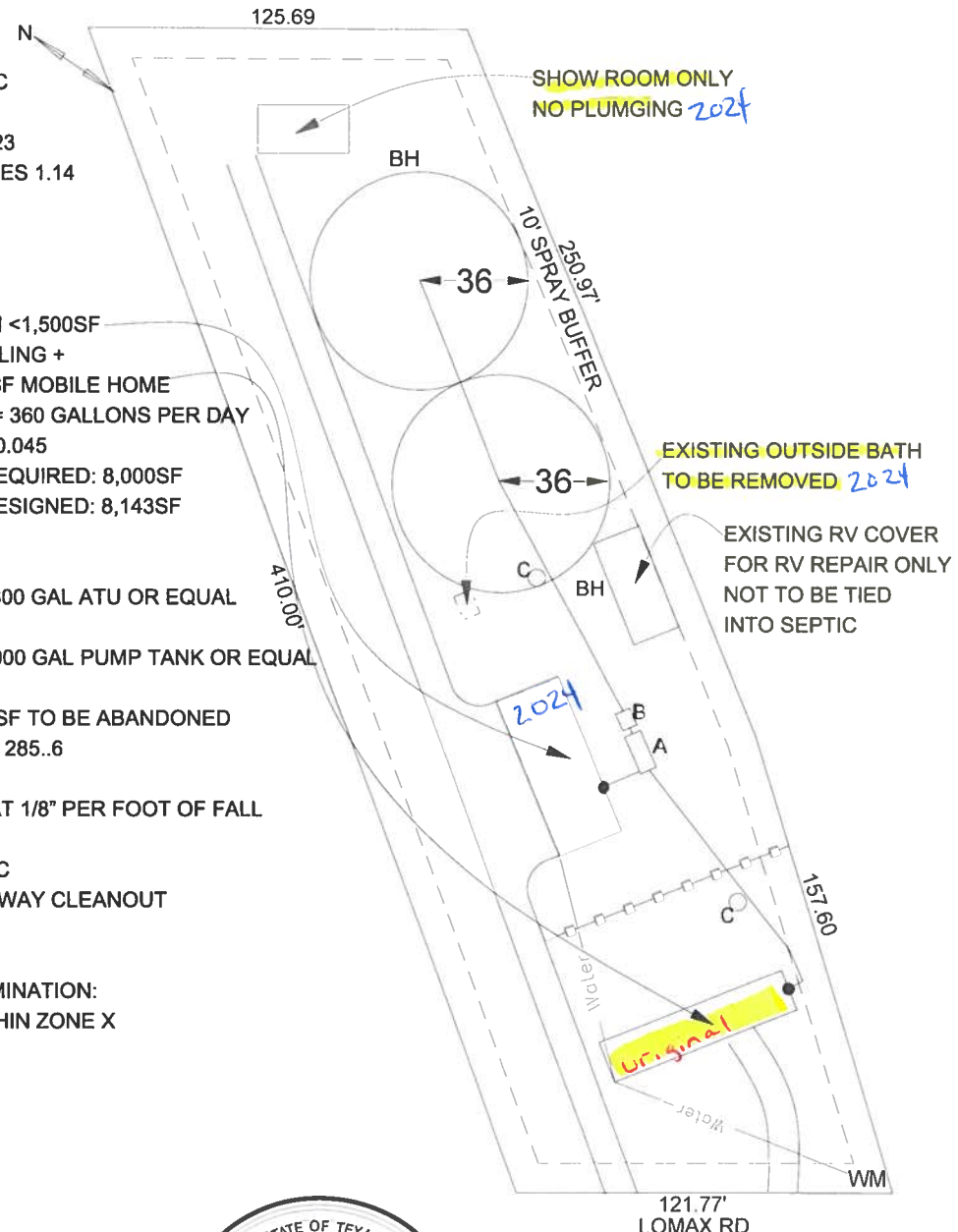
VENTA PROPERTY LLC
36446 LOMAX RD
BROOKSHIRE, TX 77423
EVANS, LOT 10-1, ACRES 1.14
PROPERTY ID: 266400
WALLER COUNTY

CALCULATIONS:
EXSITING 2 BEDROOM <1,500SF
SINGLE FAMILY DWELLING +
EXISTING 2BR <1,500SF MOBILE HOME
Q: 180GPD + 180GPD = 360 GALLONS PER DAY
SOIL LOADING RATE: 0.045
ABSORPTION AREA REQUIRED: 8,000SF
ABSORPTION AREA DESIGNED: 8,143SF

TANK A:
PROPOSED PROFLO 800 GAL ATU OR EQUAL
TANK B:
PROPOSED PRFLO 1,000 GAL PUMP TANK OR EQUAL
TANK C:
EXISTING FAILING OSSF TO BE ABANDONED
PER 30 TAC CHAPTER 285..6
SEWER LINE:
3" OR 4" SCH 40 PVC AT 1/8" PER FOOT OF FALL
SUPPLY LINE:
1" PURPLE SCH 40 PVC
● = 4" SCH 40 PVC 2-WAY CLEANOUT

SLOPE: <6%
FLOOD PLAIN DETERMINATION:
SITE IS LOCATED WITHIN ZONE X

SCALE: 1" = 60'




STATE OF TEXAS
ANDREW ROSS
#4283
REGISTERED SANITARIAN
R.S.

DRAWN BY: R.T.
APPROVED BY: A.R./J.R.

05/02/2025
Project# 2025-163

**Meyer Environmental Designs**
PO Box 570, Anderson, TX 77830 713.303.1243

## Design Summary

## Spray Surface Application

*Basis for design is the Texas Administrative Code (TAC) Chapter 285*

**Property Address:** ***36446 Lomax Rd, Brookshire, TX 77423***

**Calculations:** ***Existing 2 Bedroom <1,500SF Existing Single Family Dwelling = 180 Gallons per Day + Existing 2 Bedroom <1,500SF Mobile Home = 180 Gallons per Day | Total = 360 Gallons per Day***

1. An OSSF permit must be granted by the permitting authority in which the property lies, before any construction takes place.
    a. Installation must be completed by a licensed TCEQ OSSF Installer II.
    b. Installer must obtain an inspection approval from the permitting authority before the system is backfilled.
    c. A maintenance contract must be kept active on the system for the entirety of its operation. Maintenance reports must be submitted to the governing authority, per TCEQ Rules.
2. All non-wastewater lines shall not be tied into the proposed OSSF, including but not limited to:
    a. Condensation/Runoff from A/C units, ice makers, or other refrigeration equipment. Backwash from pools or water softeners.
3. Chlorinator must be ANSI/NSF Approved.
4. High Water Alarm (HWA) is required and must be installed on a separate circuit from the pump.
    a. Battery powered alarms shall not be used.
    b. Alarm shall have a light and audible speaker.
5. Spray area must be cleared of all debris prior to installation.
6. The maximum inlet pressure for sprinklers shall be 40 psi. Low angle nozzles (15 degrees or less in trajectory) shall be used in the sprinklers to keep spray stream low and reduce aerosols. A Bypass in the pump tank is to be installed to regulate the pressure.
7. A timer that operates by hours and minutes must be used and should be set for the pump to run between midnight and 5 AM.
    a. Pump must be installed with a float that is set to where the "pump off" (down) position is above the pump inlet.
    b. Pump float must be wired with the timer inside the control panel. **PUMP MUST NOT BE CONNECTED DIRECTLY TO FLOAT.**
    c. **IF DAILY FLOW RATES EXCEED THE GALLONS PER DAY (GPD) LISTED ON THE DESIGN THEN THIS PACKET WILL BECOME INVALID.**
        i. It is the responsibility of the property owner and maintenance provider to ensure the system is not being overused.
8. Distribution piping shall be installed below the ground surface and a hose bib shall not be connected to the distribution piping. An unthreaded sampling port shall be provided in the treated effluent line in the pump tank.
9. All electrical components shall be installed using only N.E.M.A. approved outdoor electrical devices.
    a. A quick pull disconnect must be installed within line of sight of electrical components on tanks.
    b. All electrical connections for the pump(s) should be installed outside the pump tank or in a sealed/liquid tight junction box, inside the tank, with wire nuts.
    c. All electrical connection for the compressor(s) should be wired directly inside the control panel. If the connection is made outside of the panel, wire nuts and a liquid tight junction box must be used.
10. The design is valid for one year from the date shown on the design.
11. If the site has been altered between the site evaluation and installation or if discrepancies exist between the design and actual layout of the property, the installer shall notify the designer prior to any work being completed.
12. Construction materials and methods shall be pursuant to state and county rules and policies, unless specifically noted that it has been approved by the permitting authority on this design.
13. Spray area shall be seeded or sodded with St. Augustine or Costal Bermuda grass. Areas subject to dying or dormant vegetation during winter months must be overseeded with Winter Rye or other cold tolerant vegetation.
    a. Grading for tanks and distribution area shall be graded with positive runoff to avoid pudding or water formation around the OSSF area.
    b. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.
        i. Heads should not spray any trees producing any food whatsoever.

STATE OF TEXAS
ANDREW ROSS
#4283
REGISTERED SANITARIAN

DRAWN BY: R.T. 05/02/2025
APPROVED BY: A.R./J.R.

2402490
02/28/2024 03:25:22 PM Total Pages: 4 Fees: $23.00
Debbie Hollan, County Clerk - Waller County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# WARRANTY DEED WITH VENDOR'S LIEN
**(Vendor's Lien Reserved to Grantor)**

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT THE UNDERSIGNED, Lily Roman, not joined herein by spouse as this constitutes as no part of my business or marital homestead, hereinafter called "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of ONE HUNDRED FORTY TWO THOUSAND AND NO/100 DOLLARS ($142,000.00), payable to the order of Grantor, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Casey H. Cross, TRUSTEE, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto Venta Property, LLC, herein referred to as "Grantee," whether one or more, the real property described on attached **Exhibit "A"**.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants, and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Waller County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all the rights and appurtenances lawfully accompanying it by the Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns against every person whomsoever claiming or to claim the same or any part thereof.

University Title GF# 2435020HE

UNIVERSITY TITLE COMPANY
840 13th Street
Suite 201
Hempstead, TX 77445

Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

GF #2435020HE

But it is expressly agreed that the vendor's lien, as well as superior title in and to the above-described premises, is retained against the above-described property, premises, and improvements until the above-described note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this _____ day of 2.28, 2024.

Lily Roman

THE STATE OF TEXAS §
§
COUNTY OF Waller §

The foregoing instrument was acknowledged before me on the ____ day of 2.28, 2024, by Lily Roman.

KELLI TAYLOR LUETGE NOTARY PUBLIC STATE OF TEXAS ID 11538366 EXP. 03/29/27

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Grantee's Address:
Venta Property, LLC
1719 Hoyt Lane
Katy Tx 77449

Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

GF #2435020HE

Escrow File No.: 2435020HE

**EXHIBIT "A"**

**BEING A 1.14 ACRE TRACT OF LAND IN THE STEPHEN MILLER SURVEY, ABSTRACT 219, WALLER COUNTY, TEXAS, BEING ALL OF A 2.64 ACRE TRACT OF LAND DESCRIBED IN VOLUME 618, PAGE 895, OFFICIAL PUBLIC RECORDS, WALLER COUNTY, TEXAS (O.P.R.W.C.T.), SAVE AND EXCEPT A CALLED 1.5 ACRE TRACT DESCRIBED IN CF. NO. 2209843, (O.P.RW.C.T.), SAID 1.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND-BOUNDS AS FOLLOWS:**

**(BEARING BASIS - TEXAS SOUTH CENTRAL NAD 83)**

**BEGINNING at a 1/2" iron rod found on the Northeast ROW line of Lomax Road, same being the Southwest line of said 2.64 acre tract, at the West corner of said called 1.5 acre tract, for the South corner of this tract, from which a 1/2" iron rod found at the South corner of said 2.64 acre & called 1.5 acre tracts, bears S38°22'07', a distance of 94.79 feet.**

**THENCE N38°22'07'W, along the Northeast ROW line of Lomax Road, same being the Southwest line of said 2.64 acre tract, a distance of 121.77 feet to a 1/2" iron rod found at the North corner of said Lomax Road, for the West corner of said 2.64 acre tract and this tract.**

**THENCE N31°43'53'E, along the Northwest line of said 2.64 acre tract and this tract, a distance of 410.00 feet to a 1/2" iron rod found at the West corner of a 2.09 acre tract described In Vol. 1237, Pg. 695, (O.P.LW.C.T.), for the North corner of said 2.64 acre tract and this tract.**

**THENCE S38°05'07'E, along the Southwest line of said 2.09 acre tract, a distance of 125.69 feet to a 1/2" iron rod found on said line, same being the Northeast line of said 2.64 acre tract, at the North corner of said called 1.5 acre tract, for the East corner of this tract.**

**THENCE through the interior of said 2.64 acre tract, along the common line of said called 1.5 acre tract and this tract, the following Two (2) courses and distances:**

**1) S30°02' 19"W, a distance of 250.97 feet to a 1/2" iron rod found near a fence post for an angle point.**

**2) S35°41'27"W, a distance of 157.60 feet to the POINT OF BEGINNING of this tract and containing 1.14 acres of land. more or less.**

**NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.**

# FILED AND RECORDED

**Instrument Number: 2402490**

Filing and Recording Date: 02/28/2024 03:25:22 PM Pages: 4 Recording Fee: $23.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County.

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To:
UNIVERSITY TITLE COMPANY- HOUSTON
1021 UNIVERSITY DR. E
COLLEGE STATION, TX 77840

Rev.02/08/2024

[redacted]nd Permit Fees
Non-Refundable
FC (initial)

Waller County Engineer's Office
775 Business 290 East, Hempstead, Texas 77445
Office: 979.826.7670 Fax: 979.826.7673
www.co.waller.tx.us

Permit # _____ RD. _____
Permit # _____ FP. _____

# DEVELOPMENT PERMIT APPLICATION - RESIDENTIAL

(Required for ALL New Development, Effective 02/28/13 – Revised 01/05/24)

***Permit valid for 1 year from Date of Exemption Granted***

PROPERTY OWNER'S NAME Fabian Agustin

MAILING ADDRESS 1815 Crutchfield, Katy, TX 77449

PHONE 832-885-1017 EMAIL gloriaguia@yahoo.com

LOCATION OF DEVELOPMENT: R 266400 (PROP.ID #) 1.14 (ACREAGE)

9-1-1 ADDRESS 36446 Lomax Rd CITY Brookshire ZIP CODE 77423

***PICTURE OF POSTED 9-1-1 ADDRESS NUMBERS REQUIRED BEFORE PERMIT(S) WILL BE ISSUED***

Email to: 911addressing@wallercounty.us or text to 346-666-3601

*** Address numbers MUST be 4" in height and reflective ***

NATURE OF PROPOSED DEVELOPMENT: **(CHECK ALL THAT APPLY)**

☐ New Construction ☐ Existing House

☐ House _____ sq. ft ☐ Manufactured House _____ sq.ft.

How many existing houses are on the property? _____

☐ Substantial Improvement ☐ Less than Substantial Improvement

☑ Fill

☐ Driveway/Culvert

☐ Water Well ☐ Septic System (new/upgrade)

☑ Other (Please Specify) Storage bldg 24' x 30' Maybe move house back - septic line - water electric.

I, Fabian Agustin, hereby file this application for a development permit and if the permit herein applied for is granted, acknowledge myself to be bound to the Commissioners Court of Waller County, Texas, to see that all provisions of the permit are faithfully performed. I attest that any and all other permits (federal, state or local) required for this development have been or will be obtained.

***Permit fees double for development activities started prior to issuance of a permit to construct.***

Signature (Applicant) Gloria Falcon Date 3/12/24

WALLER COUNTY DOES NOT ENFORCE DEED RESTRICTIONS
DEVELOPER IS RESPONSIBLE FOR ENSURING THAT DEVELOPMENT MEETS ALL DEED RESTRICTIONS

COPY

RECEIVED
MAY 14 2025
By

**OFFICE USE ONLY** Payment: Cash: _____ Check: _____ CC: 100293186808 Date Paid: 3/12/24

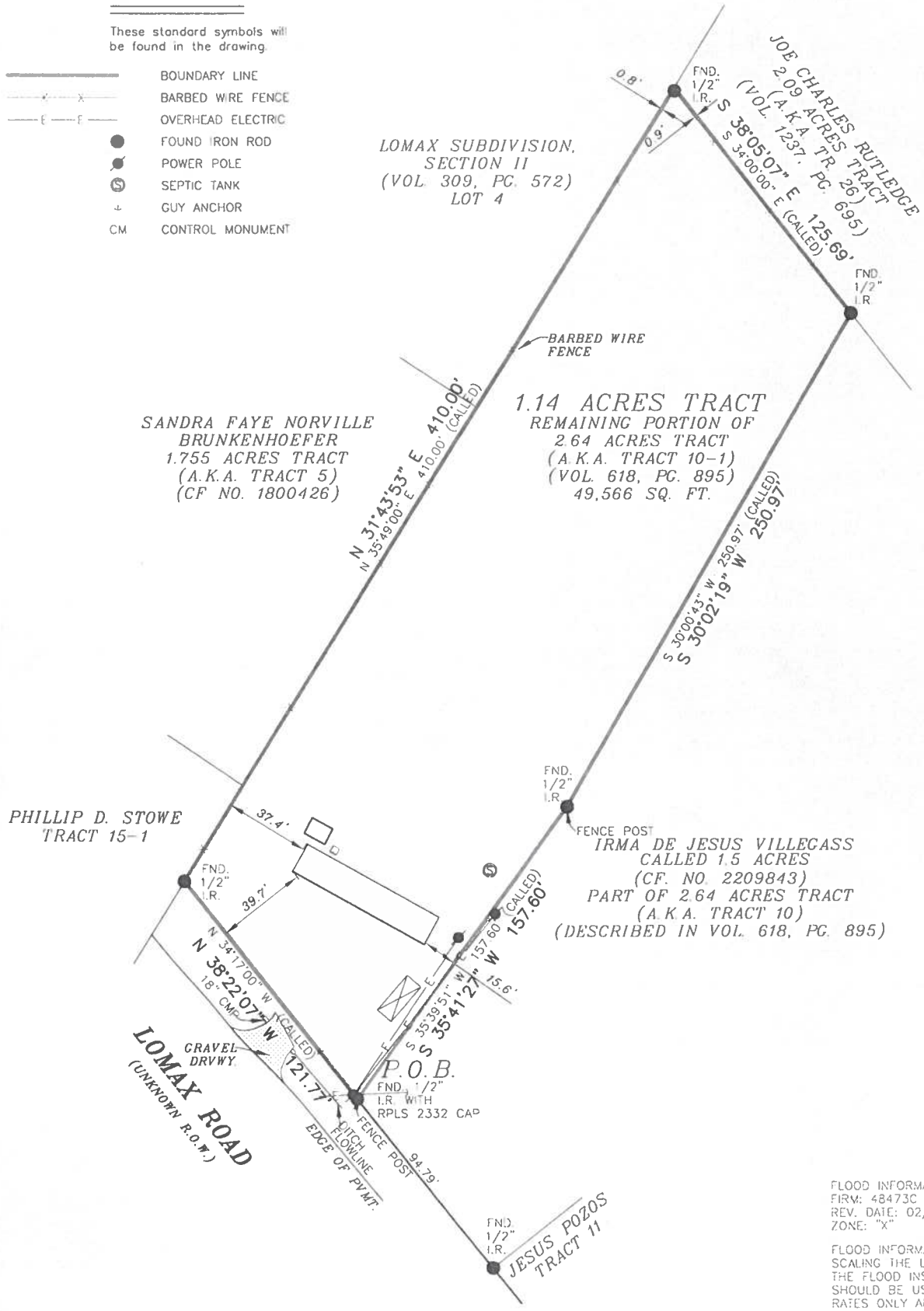
**FLOODPLAIN** (Circle One) YES NO Fee: 50.00 Rec'd By: KW

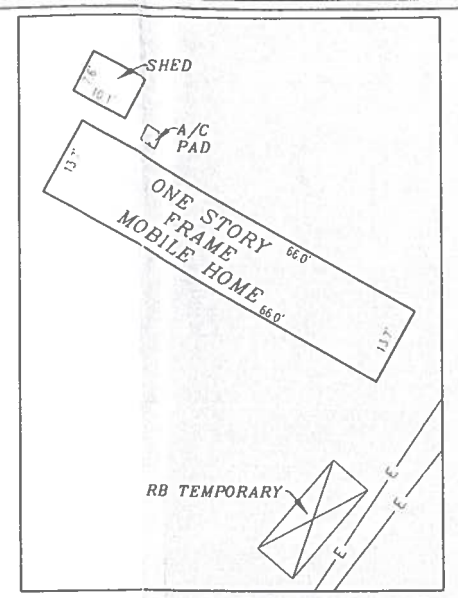
PATTEN TITLE COMPANY
REAL TITLE SOLUTIONS

## LEGEND

These standard symbols will be found in the drawing.

- BOUNDARY LINE
- BARBED WIRE FENCE
- OVERHEAD ELECTRIC
- FOUND IRON ROD
- POWER POLE
- SEPTIC TANK
- GUY ANCHOR
- CM CONTROL MONUMENT




**HOUSE DETAIL**
SCALE: 1" = 30'

SURVEYOR'S NOTE(S):
THIS SURVEY MEETS THE CURRENT STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATION FOR A CATEGORY 1A, CONDITION II SURVEY.

NO RECORDED BUILDINGS LINES FOUND. FUTURE DEVELOPMENTS SHOULD REFER TO JURISDICTIONAL AGENCIES FOR REQUIREMENTS.

THIS SURVEY IS BASED ON A TITLE COMMITMENT REPORT ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY GF NO. 9997-23-40465 ISSUED ON 03/10/23.

BASIS OF BEARING, TEXAS COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

THERE EXIST EASEMENTS RECORDED IN VOL. HB, PG. 578, VOL. 104, PG. 87, VOL. 223, PG. 632 AND VOL. 264, PG. 238 REAL PROPERTY RECORDS, WALLER COUNTY, TEXAS.

FLOOD INFORMATION
FIRM: 48473C PANEL: 0325 E
REV. DATE: 02/18/2009
ZONE: "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS, THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

### 1.14 ACRE TRACT
### WALLER COUNTY, TEXAS

**BEING A 1.14 ACRE TRACT OF LAND IN THE STEPHEN MILLER SURVEY, ABSTRACT 219, WALLER COUNTY, TEXAS, BEING ALL OF A 2.64 ACRE TRACT OF LAND DESCRIBED IN VOLUME 618, PAGE 895, OFFICIAL PUBLIC RECORDS, WALLER COUNTY, TEXAS (O.P.R.W.C.T.), SAVE AND EXCEPT A CALLED 1.5 ACRE TRACT DESCRIBED IN CF. NO. 2209843, (O.P.R.W.C.T.). SAID 1.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

(BEARING BASIS = TEXAS SOUTH CENTRAL NAD 83)

**BEGINNING** at a ½" iron rod found on the Northeast ROW line of Lomax Road, same being the Southwest line of said 2.64 acre tract, at the West corner of said called 1.5 acre tract, for the South corner of this tract, from which a ½" iron rod found at the South corner of said 2.64 acre & called 1.5 acre tracts, bears S38°22'07"E, a distance of 94.79 feet

THENCE N38°22'07"W, along the Northeast ROW line of Lomax Road, same being the Southwest line of said 2.64 acre tract, a distance of 121.77 feet to a ½" iron rod found at the North corner of said Lomax Road, for the West corner of said 2.64 acre tract and this tract

THENCE N31°43'53"E, along the Northwest line of said 2.64 acre tract and this tract, a distance of 410.00 feet to a ½" iron rod found at the West corner of a 2.09 acre tract described in Vol. 1237, Pg. 695, O.P.R.W.C.T., for the North corner of said 2.64 acre tract and this tract.

THENCE S38°05'07"E, along the Southwest line of said 2.09 acre tract, a distance of 125.69 feet to a ½" iron rod found on said line, same being the Northeast line of said 2.64 acre tract, at the North corner of said called 1.5 acre tract, for the East corner of this tract.

THENCE through the interior of said 2.64 acre tract, along the common line of said called 1.5 acre tract and this tract, the following Two (2) courses and distances:

1) S30°02'19"W, a distance of 250.97 feet to a ½" iron rod found near a fence post for an angle point.

2) S35°41'27"W, a distance of 157.60 feet to the **POINT OF BEGINNING** of this tract and containing 1.14 acres of land, more or less.

GRAPHIC SCALE
0' 60'

I, *DONALD MATT COOKSTON*, a Registered Professional Land Surveyor in the State of Texas, do hereby certify to *PATTEN TITLE COMPANY* and ___ that the above map is true and correct according to an actual field survey, made by me or under my supervision, of the property shown hereon or described by field notes accompanying this drawing. I further certify that all easements and rights-of-way of which I have been advised are shown hereon and that, except as shown, there are no apparent visible encroachments, no apparent visible overlapping of improvements and no apparent discrepancies or conflicts in the boundary lines, as of the date of the field survey.
Description: *BEING A 1.14 ACRE PARCEL OF LAND* recorded in Clerk's File *SEE ABOVE*, of the Map/Deed and Plat Records of *WALLER* County, Texas located in the *STEPHEN MILLER SURVEY, A-219*
Borrower/Owner: *LILY ROMAN*
Address: *36446 LOMAX RD., BROOKSHIRE, TX 77423* GF No. *9997-23-40465*

SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECORDED IN:

PROPERTY PHOTOGRAPH:



**Overland Consortium Inc.**
**Surveyors**
Tel: 281 940 8869 Fax: 281-207-6476
999 E. BASSE ROAD, SUITE 180 BOX 521, SAN ANTONIO, TEXAS 78209

**LAND TITLE SURVEY**

| JOB NO.: | 2310041513 | NO. | REVISION | DATE |
|---|---|---|---|---|
| DATE: | 10/06/23 | 1 | REVISED METES & BOUNDS | 10/10/23 |
| DRAWN BY: | MIR/DT | | | |
| APPROVED BY: | DMC | | | |

STATE OF TEXAS REGISTERED DONALD M. COOKSTON 4733 PROFESSIONAL LAND SURVEYOR

FIRM REGISTRATION NO. 10190700
DONALD MATT COOKSTON R.P.L.S.
Registered Professional Land Surveyor
Registration No. 4733

COPYRIGHT ALL RIGHTS RESERVED TO OVERLAND CONSOR UM INC

RECEIVED
MAY 14 2025
By

# 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.<br>2450 Fondren Road, Suite 210<br>Houston, Texas 77063<br>Attention: Brian Stidham<br>Email: bstidham@starwoodland.com |
| with a copy to: | Schwartz, Page & Harding, L.L.P.<br>1300 Post Oak Blvd., Suite 2400<br>Houston, Texas 77056<br>Attn: Christina Cole<br>Email: ccole@sphllp.com |
| Astro Sunterra Lakes: | Astro Sunterra Lakes North, L.P.<br>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**

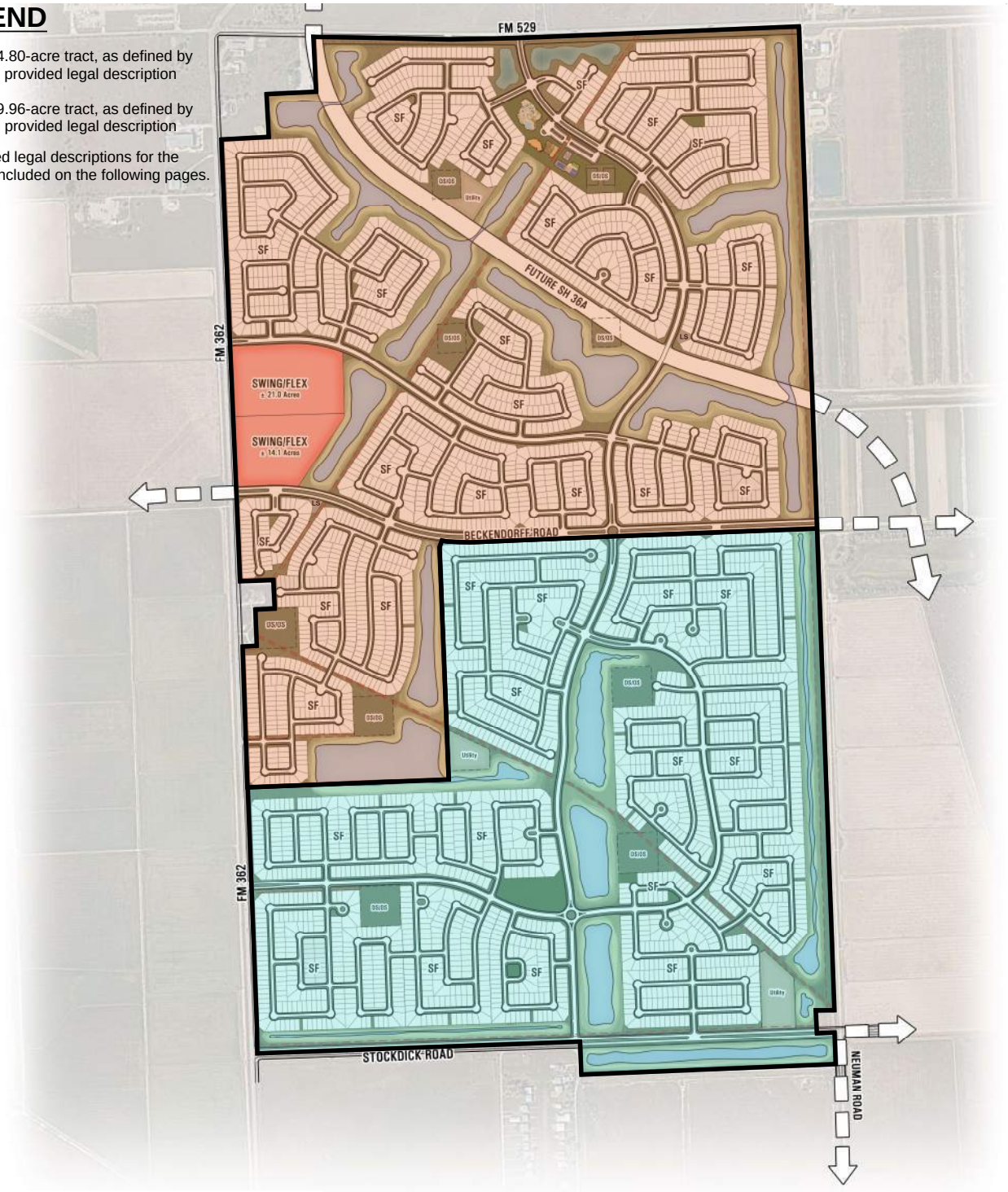
Description of the Property

## 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;

**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



K:\13402\13402-0005-00 Surveying Services for Royal Wailea Deve\1 Surveying Phase\Documents Created\PHASE I TAKEDOWN TRACT V1.docx

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.* For the purposes of this Agreement, multifamily development shall mean any residential development in which multiple dwelling units—including, but not limited to, single-family homes, duplexes, or townhomes—are constructed on public or private streets. Furthermore, apartment developments are strictly prohibited throughout the entirety of the Sunterra Lakes Subdivision.

**C4.** "Build-to-Rent" is strictly prohibited throughout the entirety of 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:

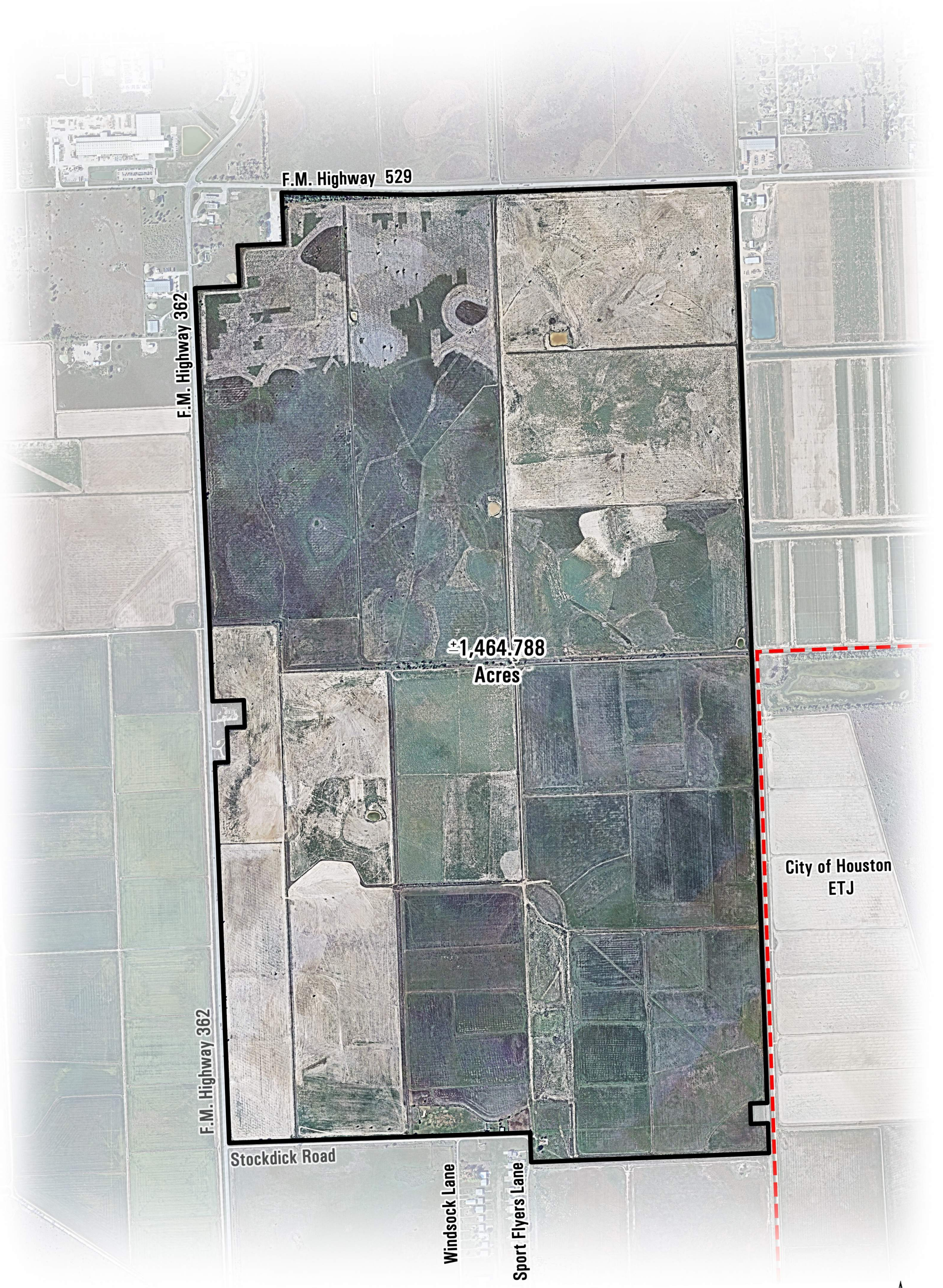
The Developer and/or the HOA will establish an Architectural Review Committee to create, review and enforce architectural and design standards for the single-family homes within the Project. There may be additional sub-homeowner associations and Property Owner's Associations (POA) may be established 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

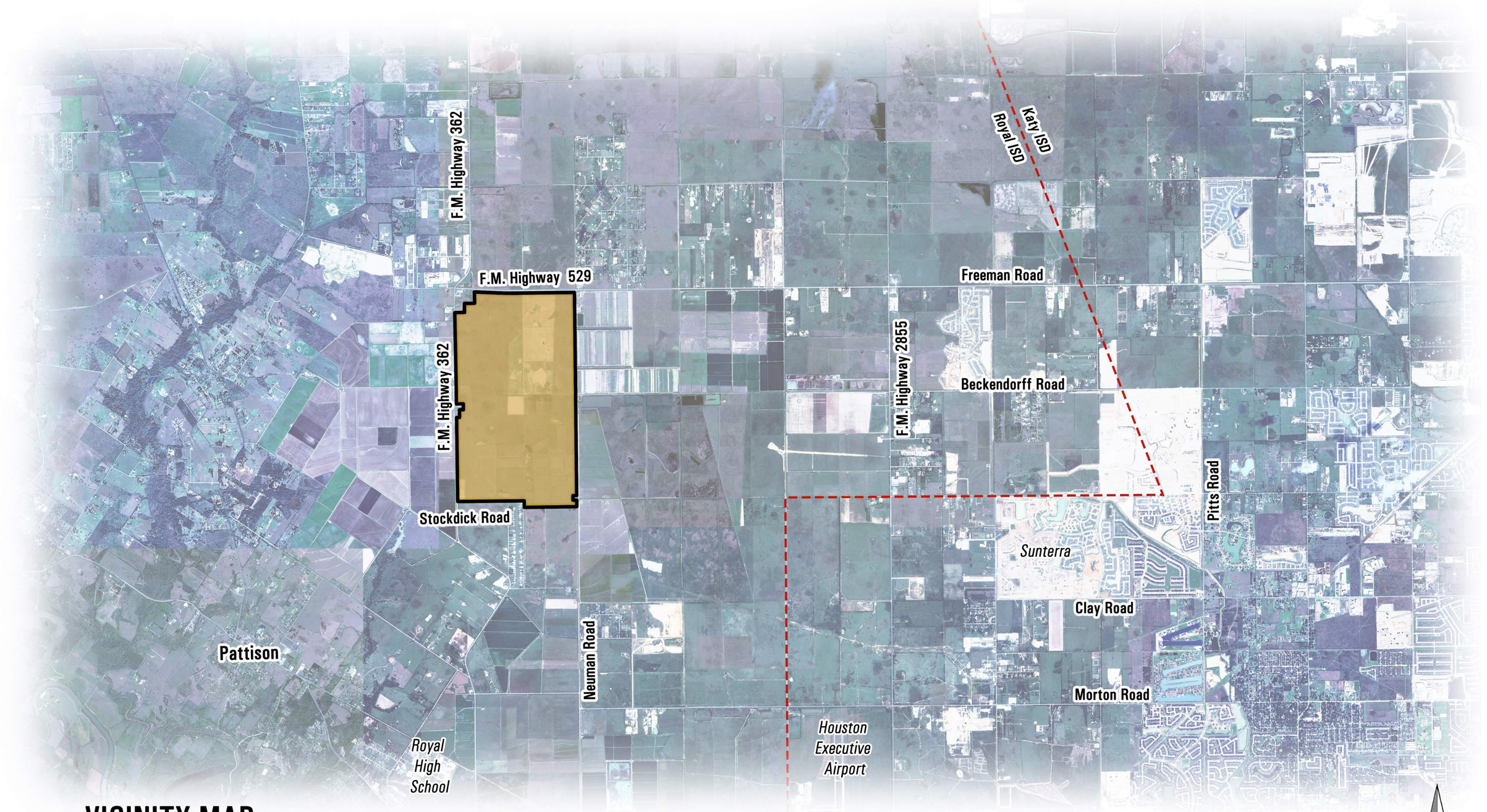
0' 250' 500' 1,000'

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'

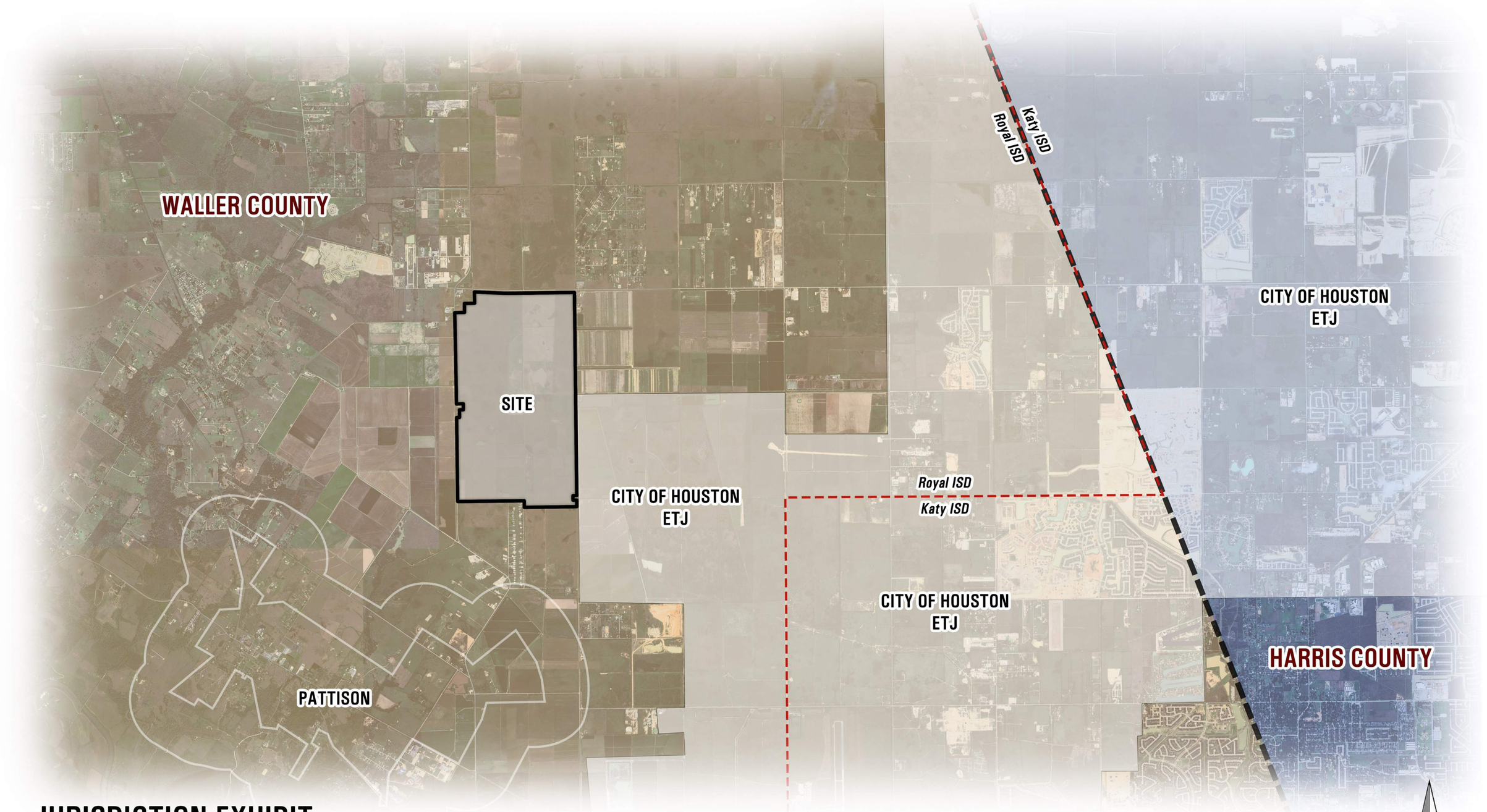
DATE: 4.02.2025

*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

NORTH

SCALE: NTS

DATE: 10.14.2024

QUIDDITY ENGINEERING

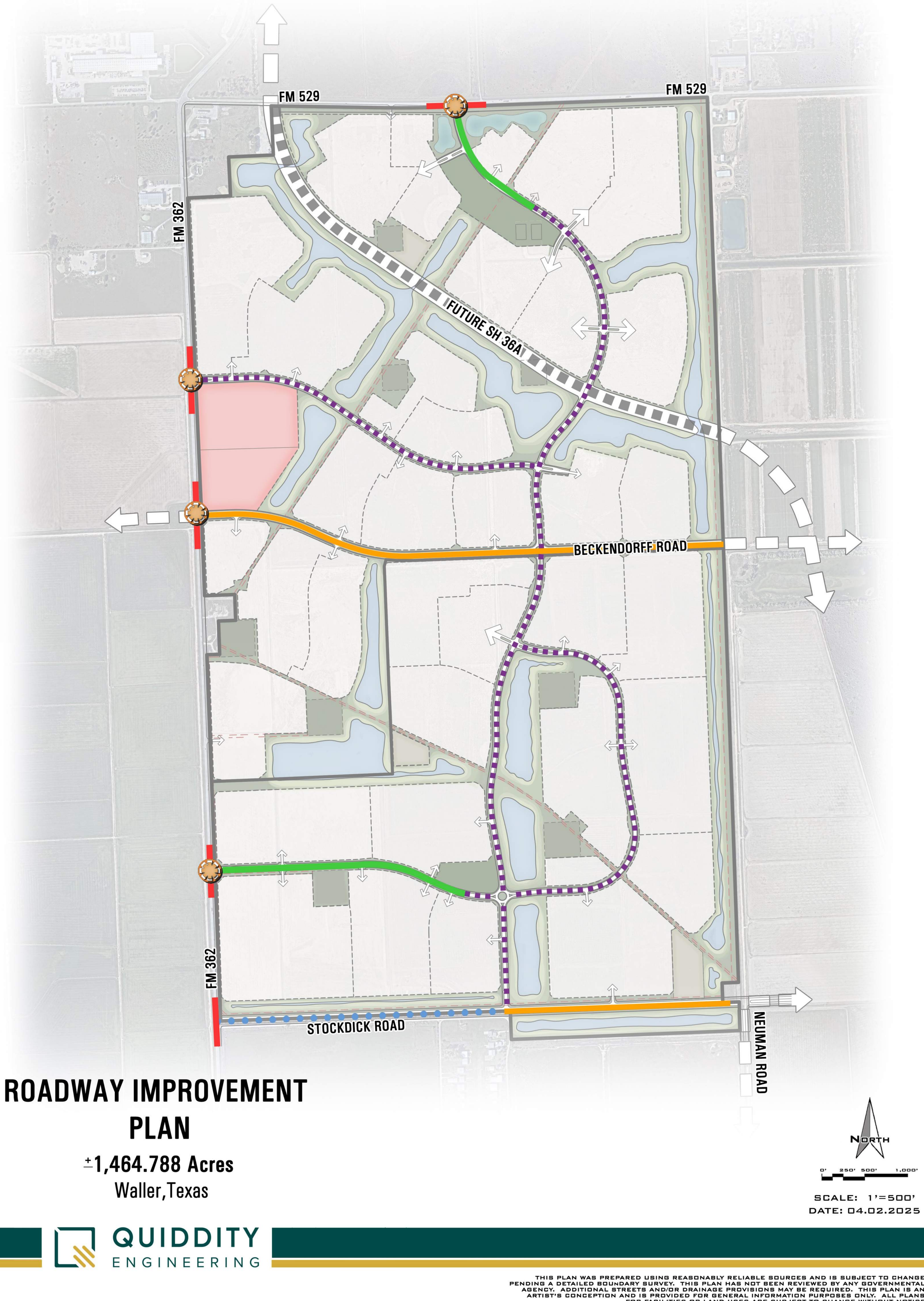
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# EXHIBIT E

## 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

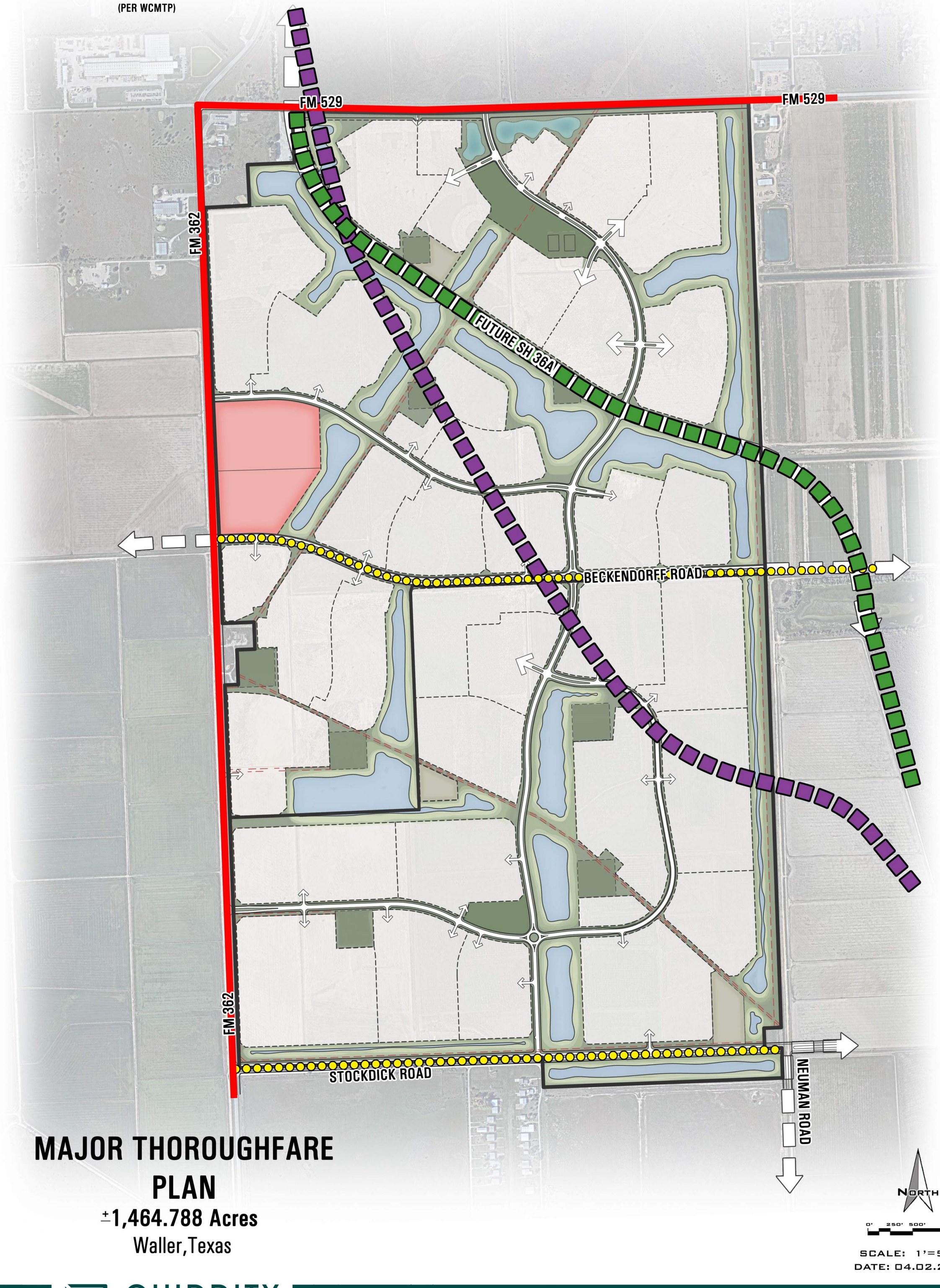
## LEGEND

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

NORTH

0' 250' 500' 1,000'

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

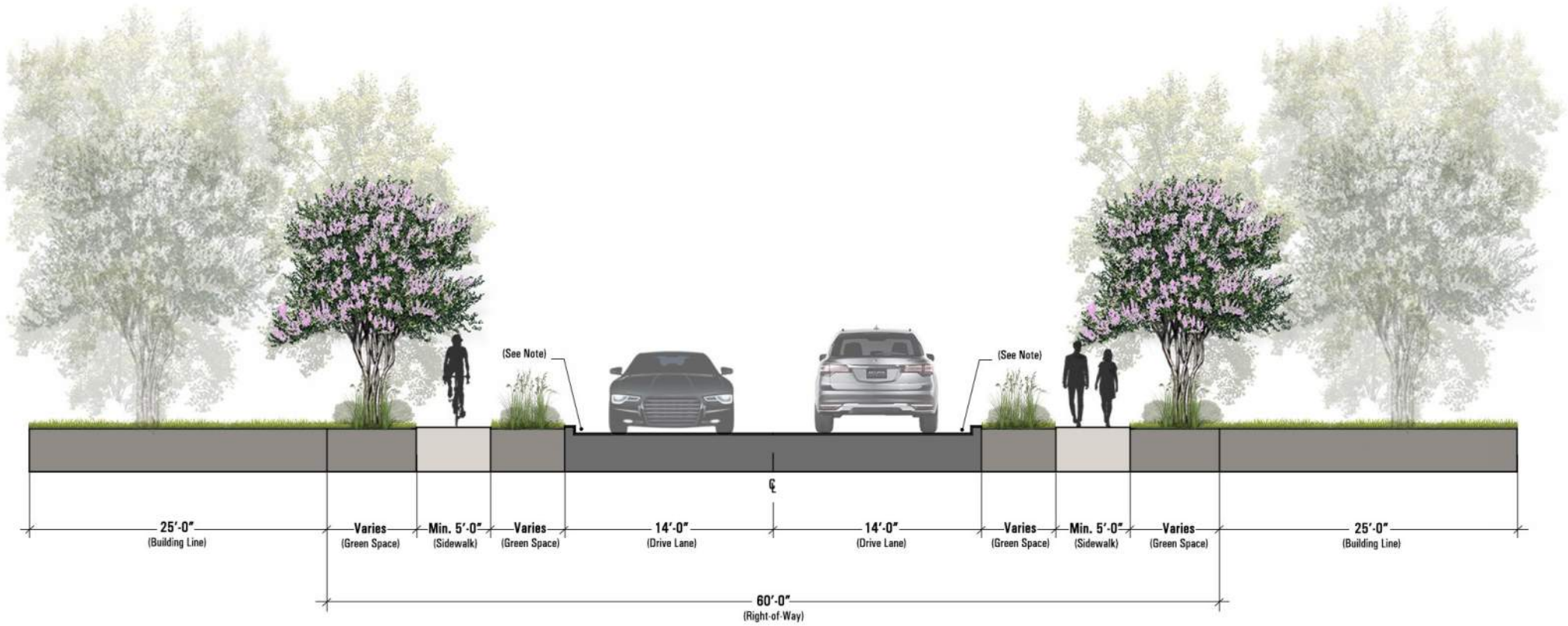
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Figure 1

# 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

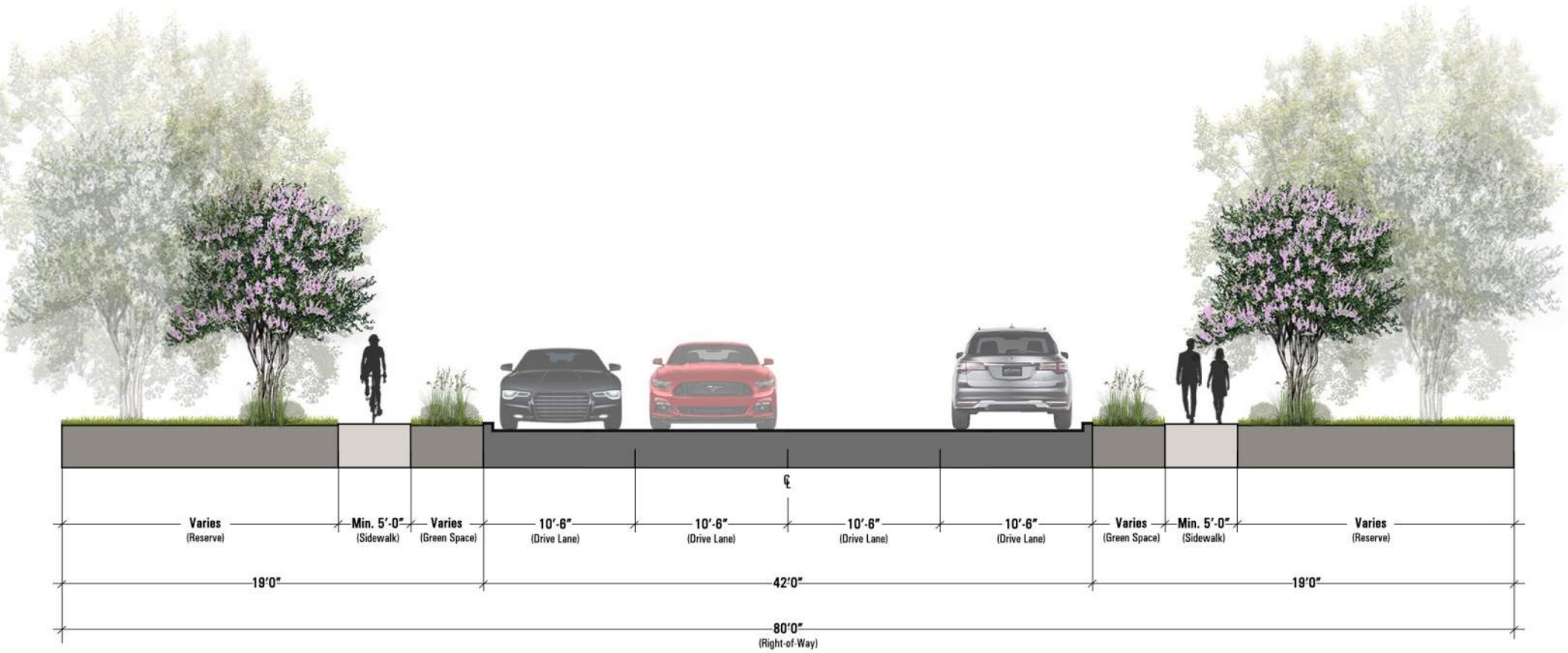
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Figure 2

# SUNTERRA LAKES

## STREET CROSS SECTION
## COLLECTOR STREET
## (FOUR LANES)




SCALE: NTS
DATE: 3.28.2025

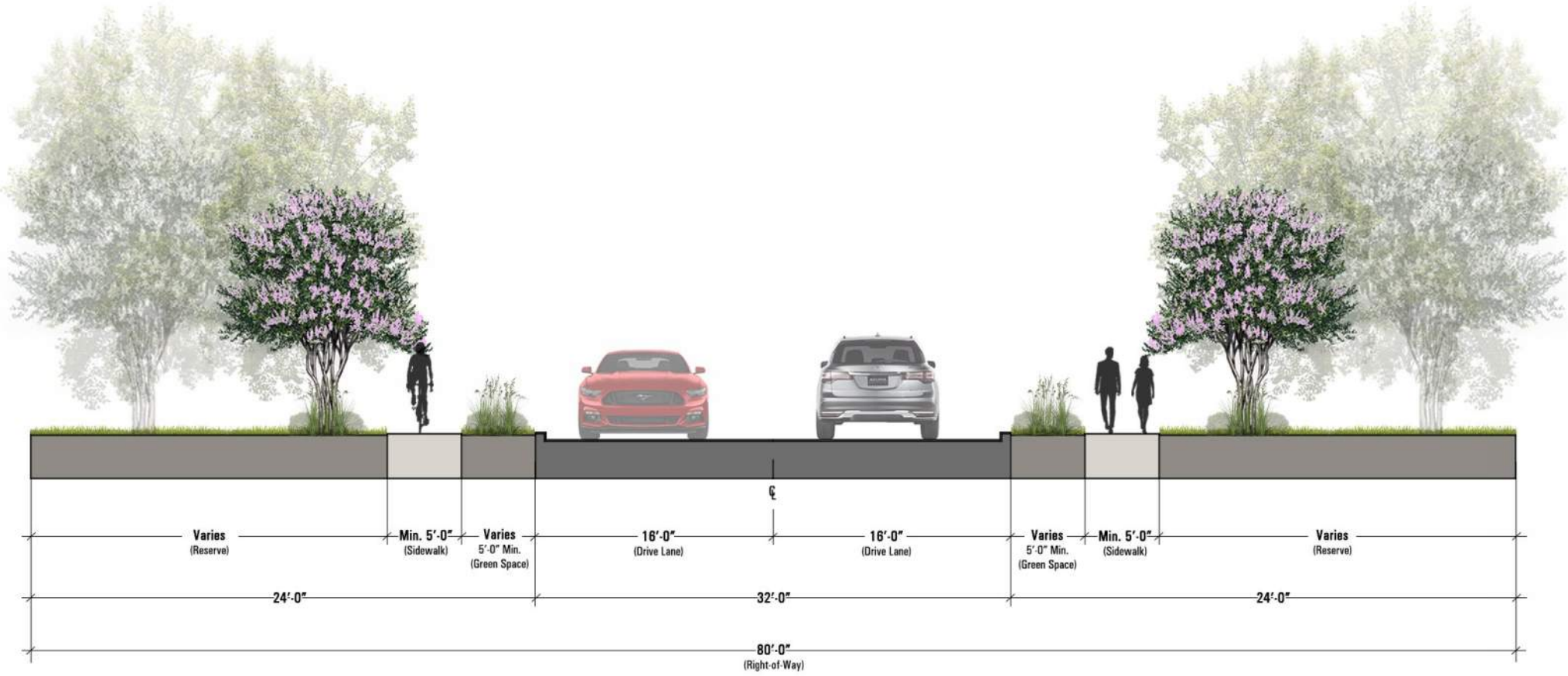
QUIDDITY ENGINEERING

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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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STATE OF TEXAS
COUNTY OF WALLER

# AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND GRANICUS, LLC FOR A COURTHOUSE RECORDING SYSTEM AND RELATED GOODS AND SERVICES

This Agreement for a courthouse recording system and related goods and services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Granicus, LLC ("Contractor"), a Minnesota limited liability company, with its principal place of business at 408 Saint Peter St. Suite 600, Saint Paul, Minnesota 55102 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, pursuant to Texas Local Government Code Chapter 271, Subchapter F, the County may participate in a cooperative purchasing program with another local government of Texas or another State, or with a local cooperative organization of Texas or another State;

WHEREAS, The Interlocal Purchasing System ("TIPS") is a purchasing cooperative created under the laws of the State of Texas that offers competitively procured contracts to its members;

WHEREAS, County is a member of TIPS;

WHEREAS, Swagit Productions, LLC was awarded a contract with TIPS, contract number 220105, in accordance with applicable law for certain goods and services;

WHEREAS, Swagit Productions, LLC assigned TIPS contract number 220105 to Contractor on July 28, 2023;

WHEREAS, Contractor provides goods and services under TIPS contract number 220105; and

WHEREAS, the County desires to purchase, and the Contractor desires to sell certain goods and services; and

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

WEHREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

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## SECTION 1. AGREEMENT

1.1 Services to be Performed: The goods and services to be provided are contained in the Contractor's proposal ("Proposal") attached hereto as Exhibit A, and which Contractor represents and warrants is in accordance with TIPS contract number 220105. Contractor shall provide the goods and perform the services as described in, and in accordance with Exhibit A.

1.2 Contract Documents: The following documents constitute the "Contract Documents":

a. This Agreement;

b. TIPS contract number 220105, together with all of its attachments and appendices; and

c. The Proposal, attached hereto as Exhibit A.

d. The Waller County Travel Policy, attached hereto as Exhibit B.

All of the Documents referred to in this Section 1 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) TIPS contract number 220105 with all of its attachments and appendices, 3) the Waller County Travel Policy, 4) the Proposal.

1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are in addition to the terms and conditions contained in TIPS contract number 220105. This Agreement is not intended to conflict with or diminish the terms and conditions of TIPS contract number 220105.

## SECTION 2. DESIGNATED REPRESENTATIVES

2.1 County's Designated Representatives: The County designates the Facilities Director as the Designated Representative with regard to the services performed under this Agreement.

2.2 Contractor's Designated Representatives: Contractor designates Natascha Halley as its Designated Representative with regard to the services performed under this Agreement.

2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

## SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to provide the goods and services in accordance with the terms and conditions of this Agreement.

3.2 Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.

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3.3 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

3.4 Performance Warranty: Contractor represents and warrants to County that is has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and will perform and deliver the services in accordance with the highest professional standards. Contractor warrants to the County that the services will materially conform to all requirements and specifications contained in Exhibit A, and TIPS contract number 220105. All services will comply with applicable industry standards.

3.5 Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement.

3.6 Quality of Goods: All goods supplied by Contractor must be new and in first class condition, and, if shipped, must be in containers suitable for damage-free shipment and storage. The goods must be warranted in the same manner and to the same extent as normally provided to other customers of Contractor or the product's manufacturer. "Factory seconds," "refurbished," or otherwise inferior items are not acceptable.

3.7 Condition of Goods: Goods supplied under this Agreement must be delivered in the best possible condition, covered by the product warranties provided by Contractor or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the County. In the event that a good fails to meet the requirements of the item's specifications, or the terms and conditions of this Agreement, Contractor must replace the defective good without charge for the replacement. The County may dispose of defective products that are not picked up by the Contractor without cost or penalty. Goods damaged in shipping are considered defective. Latent defects discovered after delivery and acceptance of any goods may result in revocation of the acceptance of such products.

3.8 Delivery of Goods: Contractor must pay for all freight, delivery, handling, and other charges incurred transporting and delivering goods to the County. The Contractor must notify the County immediately of an anticipated or actual delay in the delivery of the goods.

3.9 Title and Risk of Loss: Title to and risk of loss for goods to be provided hereunder shall pass to the County only when the County receives and accepts the goods.

## SECTION 4. CONTRACT PRICE

4.1 Total Fee: In consideration of the goods and services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for goods actually provided and services actually performed in an amount not to exceed ninety-two thousand eight hundred and fifty-four dollars and thirty-four cents ($92,854.34).

4.2 Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

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## SECTION 5. TERM AND TERMINATION

5.1 Agreement Term: Except for the Subscription Term, the term of this Agreement shall begin on the Effective Date, and continue until terminated in accordance with Section 5.3.

5.2 Annual Subscription Term: The term for the annual subscription services shall be as set forth in Exhibit A. The Subscription Term shall not automatically renew at the end of the Subscription Term, but the County shall have the option to renew for one (1) year periods thereafter.

5.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

5.4 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.

5.5 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.

5.6 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.

5.7 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 16.19.

5.8 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's reasonable satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth ($30^{th}$) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

5.9 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

5.10 Prorated Refund: In the event that the County terminates the Contract for cause prior to the termination date provided in Section 5.1, Contractor shall refund to the County a prorated portion of the Total Fee.

## SECTION 6. NO EXCLUSION OR PAYMENT

6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

## SECTION 7. RECORDS AND AUDITS

Docusign Envelope ID: A42A7A1C-EE72-4DCB-B75D-852534A42E95



7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

**SECTION 8. INTERPRETATION**

8.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

**SECTION 9. SITE INSPECTION AND COORDINATION**

9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

**SECTION 10. WARRANTIES**

10.1 Warranties: Contractor provide warranties to the County as required by TIPS contract number 220105. Contractor must assign any product manufacturer warranties to the County. All warranties, whether contained in this Agreement or TIPS contract number 220105, shall survive the termination of this Agreement.

**SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.**

11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

**SECTION 12. INDEPENDENT CONTRACTOR.**

12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

**SECTION 13. INDEMNITY.**

**13.1 INDEMNITY: Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated**

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**with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Contractor products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor products and services; (ii) modify the affected Contractor products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor products and services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor products and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.**

**With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party**

**THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## SECTION 14. INSURANCE REQUIREMENTS

14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Granicus, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

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b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

e. Any other insurance coverages required under TIPS contract number 220105.

14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

## SECTION 15. ASSIGNMENT

15.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

## SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Recitals: The Recitals are incorporated into this Agreement.

16.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the

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laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

16.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.

16.4 Right of Review: The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.

16.5 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.

16.6 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

16.7 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of

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the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.

16.8 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

16.9 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

16.10 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

16.11 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

16.12 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.

16.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.

16.14 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.

16.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

16.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

16.17 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify

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Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16.18 Travel: Travel expenses must be approved by the County prior to the time the cost is incurred, and will only be reimbursed in accordance with Exhibit B, the Waller County Travel Policy. Unapproved travel expenses will not be reimbursed.

16.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
425 FM 1488
Hempstead, Texas 77445

To Contractor:

Attn: legalnotices@granicus.com
1152 15th Street NW, Suite 800
Washington, DC 20005

**COUNTY**

_____
Carbett "Trey" Duhon, III
Waller County Judge

Date: _____

**CONTRACTOR**

DocuSigned by:
Greg Eck
71FB6CB5D848403...

[NAME] Greg Eck
[TITLE] Senior Manager, Contracts

Date: 7/14/2025

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EXHIBIT A



GRANICUS

**THIS IS NOT AN INVOICE**

Order Form
Prepared for
Waller County TX

# Procurement Vehicle: TIPS 220105
# In Support of: Waller County TX

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Natascha Halley |
| **Phone:** | |
| **Email:** | natascha.halley@granicus.com |
| **Order #:** | Q-460090 |
| **Prepared On:** | 23 Jun 2025 |
| **Expires On:** | 22 Aug 2025 |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| **Period of Performance:** | The term of the Agreement will commence on the date this document is signed and will continue for 12 months. |

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GRANICUS

Order Form
Waller County TX

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **One-Time Fee** |
| Avior™ PRO Remote Broadcast System - Five Camera Setup | 50% Up Front 50% Upon Delivery | 1 Each | $63,330.23 |
| Advanced Caption Encoder/Decoder | Up Front | 1 Each | $10,059.93 |
| Captioning Software Only | Upon Delivery | 1 Each | $3,242.54 |
| Avior™ Setup and Deployment | 50% Up Front 50% Upon Delivery | 1 Each | $1,087.56 |
| AVIOR™ Standard Pre-Assembly & Install | 50% Up Front 50% Upon Delivery | 1 Each | $4,833.60 |
| | | **SUBTOTAL:** | **$82,553.86** |

| New Subscription Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| AVIOR Control Software License | Annual | 1 Each | $1,615.48 |
| CaptionLive Basic (Automated) | Annual | 150 Hours | $8,685.00 |
| | | **SUBTOTAL:** | **$10,300.48** |

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GRANICUS

Order Form
Waller County TX

## PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Avior™ PRO Remote Broadcast System - Five Camera Setup | Avior™ PRO Remote Broadcast System: Five HD Camera Solution |
| Advanced Caption Encoder/Decoder | Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMatch technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages. |
| Captioning Software Only | Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade) |
| AVIOR Control Software License | Annual License Fee |
| Avior™ Setup and Deployment | Standard AVIOR™ system setup and remote deployment |
| AVIOR™ Standard Pre-Assembly & Install | AVIOR™ Standard Pre-Assembly & Install (travel not included) |
| CaptionLive Basic (Automated) | CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour |

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# TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-460090 dated 23 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Waller County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

## SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

1. **AVIOR Broadcaster Hardware.**
    a. Fifty percent (50%) of the total fees due for the hardware , pre-installation services and set up and deployment services will be invoiced upon contract signature. The remaining fifty percent (50%)

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balance of the hardware fees and fees due for pre-installation and set up and deployment services will be invoiced upon completion of installation of the hardware at Client's designated location.

b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.

c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will be invoiced upon contract signature. The initial twelve month subscription term will begin upon contract signature and will be prorated to reflect fees equaling that of a 10 month subscription period to account for installation time. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve-month rate plus annual increase.

**2. EASE Encoder Hardware.**

a. 100% of EASE encoder hardware fees and fees for installation and configuration will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.

b. Fees for Swagit Subscription Services related to EASE encoders will be invoiced upon contract signature and will be prorated to reflect an initial eleven month term. The subsequent full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve month rate plus any annual increase.

3. **Warranty.** All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

4. **Camera and Broadcast Operations.** Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

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## BILLING INFORMATION

| | | | |
|---|---|---|---|
| **Billing Contact:** | | **Purchase Order Required?** | [ ] - No<br>[ ] - Yes |
| **Billing Address:** | | **PO Number:**<br>*If PO required* | |
| **Billing Email:** | | **Billing Phone:** | |

**If submitting a Purchase Order, please include the following language:**
*The pricing, terms, and conditions of quote Q-460090 dated 23 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| **TIPS 220105** | |
|---|---|
| **Signature:** | |
| **Name:** | |
| **Title:** | |
| **Date:** | |

STATE OF TEXAS
COUNTY OF WALLER

# AMENDMENT OF THE AGREEMENT BETWEEN WALLER COUNTY AND TYLER TECHNOLOGIES, INC FOR THE TAX PRO SAAS RENEWAL

This Amendment of the Agreement is entered into and effective as of the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), and Tyler Technologies, Inc., a Delaware corporation with its principal place of business at One Tyler Way, Moraine, Ohio 45439 ("Contractor") (each referred to individually as "Party" and collectively as "Parties").

**WHEREAS**, County and Contractor are Parties to the original agreement ("Agreement") approved by the Waller County Commissioners Court on May 30, 2012, attached hereto and incorporated herein for all purposes as Exhibit A;

**WHEREAS**, Contractor requests a price increase for the "SaaS Period" beginning January 1, 2026 through December 31, 2026, as provided in Exhibit B, attached hereto and incorporated herein for all purposes;

**WHEREAS**, the County desires to amend the Agreement so that it no longer automatically renews at the end of a "SaaS Period" or "Subsequent Period of Agreement";

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, the Parties mutually agree that the foregoing is true and correct, and further mutually agree to amend the contract as follows:

## SECTION 1. AMENDMENT

1.1 The price for the SaaS Services for the Subsequent Period of Agreement beginning on January 1, 2026 and continuing through December 31, 2026 will increase to forty thousand nine hundred and ninety dollars ($40,990.00).

1.2 At the conclusion of the Subsequent Period of Agreement beginning on January 1, 2026 and ending on December 31, 2026, and continuing thereafter, the Agreement shall not automatically renew.

1.3 Following this Amendment, the County shall have the option to successively renew the Agreement for one year renewal periods (the "Renewal Term") by written renewal agreement and mutual approval of the Waller County Commissioners Court and Tyler Technologies, Inc.

1.4 Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

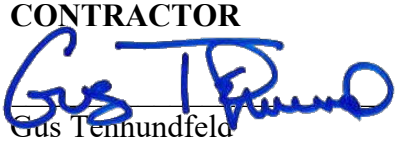
1.5 Signatories represent and warrant that they have the authority to bind the respective Parties.

**WALLER COUNTY**

_____
Carbett "Trey" Duhon, III
Waller County Judge

Date: _____

**CONTRACTOR**



Gus Tennundfeld
Manager - Inside Sales

Date: July 1, 2025

# AGREEMENT FOR SOFTWARE AND PROFESSIONAL SERVICES BETWEEN TYLER TECHNOLOGIES, INC. AND WALLER COUNTY, TEXAS

THIS AGREEMENT is made by and between Waller County, a political subdivision of the State of Texas, hereinafter referred to as the "County" and/or "Client,"

**AND**

Tyler Technologies Inc., a company formed under the laws of the State of Delaware, and authorized to do business in the State of Texas, hereinafter referred to as the "Company" or "Tyler," with offices located at 6500 International Parkway, Suite 2000, Plano, TX 75093.

**WHEREAS,** the County has determined that it is necessary, expedient and in the best interest of the County to transition the County's Property Tax Collection solution to the Company's hosting facility; and

**WHEREAS,** the Company is agreeable to hosting the ORION Tax solution in its secure hosting facility and providing to the County access to ORION as a Software as a Services (SaaS) solution;

**NOW THEREFORE,** it is hereby agreed that the Company shall provide the professional services contained in this Agreement, for and in consideration of the foregoing promises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows.

## 1. SERVICES TO BE PROVIDED

### 1.1. PROJECT IMPLEMENTATION

(a) Professional Services. Attached hereto as Exhibit 2 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in Exhibit 2 will be billed at Tyler's then current services rates.

(b) Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

(c) Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

(d) Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 8) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

### 1.2. INSTALLATION OF THE ORION SOFTWARE

(a) Tyler shall use commercially reasonable efforts to promptly install the Orion Software on Tyler's Servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Orion Software is properly installed, and upon completion, shall deliver written instructions for accessing the Orion Software to Client.

### 1.3. VERIFICATION OF THE ORION SOFTWARE

(a) Verification Procedure. Upon installation of the Orion Software, Tyler shall perform its standard test procedures and shall certify to Client that the Orion Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation

shall be to correct the cause thereof, which shall be Client's sole right and remedy against Tyler.

(b) Certification Final. Tyler's certification that the Orion Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.

(c) Use. Notwithstanding anything to the contrary herein, Client's use of the Orion Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

1.4. TRAINING

(a) To the extent that training services are included in Exhibit 2, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Orion Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Orion Software as set forth in Exhibit 2. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Orion Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Orion Software.

## 2. CONTRACT DOCUMENTS

This Agreement and the attached Exhibits comprise the contract documents.

## 3. PERIOD OF AGREEMENT

This Agreement shall be for a twelve (12) month term and shall commence on January 1, 2012 (prorated per the date of actual execution) and continue through December 31, 2012.

**Subsequent Period of Agreement.** Additional Support Periods shall automatically begin (renew) at the end of each previous SaaS Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the SaaS Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Company may increase or decrease prices for SaaS Services to be effective at the beginning of any renewal of a SaaS Period by providing the County written notice of such change at least 60 days prior to such renewal. The Company may change hourly rates as listed in Exhibit 2 – 'Time and Materials Rates', for additional Services not specifically listed in this Agreement, and as authorized by the County, by providing written notice of such change at least 60 days prior to performing such Services.

**Time of Performance.** The Company's time of performance of the Agreement is contingent upon the performance of the County responsibilities contained in the System Support Services and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control. Occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a mutually agreed to reasonable extension of the completion date and waiver of penalty provisions should such occurrence materially increase the degree of difficulty of project execution. If the County fails to make timely deliveries of such information, the Company's obligation to perform the services provided in this Agreement shall be suspended until such information is received.

## 4. COMPENSATION

The total financial obligation of the County to the Company for the Software as a Service (SaaS) is listed in Exhibit 2 – Payment Schedule. All applicable sales tax, use tax or excise tax shall be paid by the County and shall be paid over to the proper authorities by the County or reimbursed to the Company on demand in the event that the Company is responsible or demand is made on the Company for the payment thereof. If tax exempt, the County must provide the Company with its tax exempt number or form.

Upon the signing of this Agreement and each subsequent year through the end of the term of this Agreement, the County will remit to the Company the Software as a Service (SaaS) fees as shown in Exhibit 2 – Payment Schedule, with payment due ten (10) days prior to the end of each year. Tyler will invoice the County in accordance with the terms of this Agreement.

Tyler understands and agrees that the funding of this Agreement contained in the County's annual fiscal budget is subject to approval of the Commissioners' Court of Waller County, Texas (the "Court"). Tyler further understands and agrees that if for any reason the Court withdraws funding, reduces funding, or elects not to include sufficient funds in any of the County's annual fiscal budgets, or fails to approve a budget for the County that includes sufficient funds for the continuance, renewal, or extension of this Agreement, then this Agreement shall terminate and the County shall have no further obligation to Tyler other than payment for Services performed by Tyler up to and including the date of termination. Tyler agrees that it will not be entitled to any liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

THE COUNTY ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATION LISTED IN EXHIBIT 2 – PAYMENT SCHEDULE IS CONTINGENT ON THE COUNTY'S PAYMENT OF SAAS FEES. IF THE COUNTY FAILS TO REMIT ANY REQUIRED SAAS FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, TYLER SHALL HAVE THE RIGHT TO, AT ITS SOLE DISCRETION, SUSPEND ACCESS TO THE HOSTED

APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO THE COUNTY OF ITS INTENT TO SUSPEND ACCESS.

Additional compensation that may be due the Company as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the year subsequent to the year in which the services were provided.

During the SaaS period, the Company will design, test, document and deliver any amendments or alterations (the "Amendments") to the Company's software that are necessary to correct or avoid any defect in the Company's software which is present at the time of delivery, or is discovered during client usage, and affects performance of the Company's software in accordance with the functions set forth in the Scope of Services. The Company shall only be responsible to correct defects, which are documented or submitted writing during the maintenance period. Oral notification or other unwritten complaints will not constitute notice under this section.

5. **INDEPENDENT CONTRACTOR**

The relationship of the Company to the County shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6. **LICENSING**

The Company shall meet any and all federal, state and local licensing and/or regulatory requirements applicable to the provision of services as described herein whether specifically mentioned or not. The Company shall be responsible for any and all costs associated with licensing and/or permits that may be required in conjunction with this Contract.

7. **INDEMNIFICATION AND INSURANCE**

Except as provided below, the Company agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of itself, its employees and agents.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, even if due to the negligence of the party released.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the County to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of $1,000,000 including protection for bodily injury and property damage with a combined single limit of $1,000,000 and $500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of $1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Texas and shall provide employer's liability insurance in the amount of $100,000.

Upon the request by the County, Certificates of Insurance shall be supplied to the County by the Company detailing the above coverages. These certificates will be issued by a carrier authorized to do business within the State of Texas.

## 8. FORCE MAJEURE

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (eight percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

## 9. EMPLOYMENT LAWS

The Company shall comply with all the applicable provisions of Federal and Texas laws, rules, and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

**10. CONFLICT OF INTEREST**

The Company covenants that it has no public or private interest, nor will it acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Company in connection with any work contemplated or performed relative to this Contract.

**11. SUBCONTRACTS**

The Company agrees not to subcontract any of the work required by this Agreement without the prior written permission of the County. The Company agrees to be responsible for the accuracy and timeliness of any work submitted in the fulfillment of its responsibilities under this Agreement, including work by subcontractors.

**12. ASSIGNMENT OF AGREEMENT**

The Company agrees not to assign, transfer, convey, or otherwise dispose of this Agreement or its rights, title, or interest in this Agreement without the previous consent and written approval of the County.

**13. GOVERNING LAW**

This Agreement shall be interpreted under the substantive law of the State of Texas, as it existed and was interpreted on the date of this Agreement. In the event that the laws of the State of Texas change, so as to create additional work for the Company not provided for in this Agreement, the Client shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated.

**14. CONFLICT**

In case of conflict between the terms of this Agreement and the terms of the Scope of Services, the terms of this Agreement shall control.

**15. ENTIRE AGREEMENT**

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the County.

**16. SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

**17. TERMINATION**

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise is provided for in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the software that the County licensed prior to this SaaS Agreement shall remain with the County under the terms of the prior license agreement. In the event of termination or cancellation prior to the expiration of the then current year, the County shall pay a one-time termination or cancellation fee equal to the remaining balance due for that SaaS year as described in Exhibit 2 – Payment Schedule.

Further, in the event of termination or cancellation, the County will be responsible for payments made by the Company, or payments due from the Company, to any third parties for the purchase of systems software, other third party software or hardware delivered to the County's site as of the date of termination or cancellation.

**18. PATENT AND COPYRIGHT INFRINGEMENT**

The Company will hold the County, its agents, and employees harmless from all claims and suits against it or them arising from any unauthorized use, violation, or infringement of any copyright, patent, or patent right attributable to program products provided under this Agreement and will indemnify the County, its agents, and employees if in any such suits they are adjudged to be in violation of such patents or copyrights, and damages have been judicially assessed against it or them, including all costs of such litigation or threatened litigation.

The County agrees to notify the Company of all claims of any program products provided hereunder that infringe a patent or copyright. If notified promptly in writing of any action (and all prior claims relating to such actions) brought against the County based on a claim that said program products infringe a patent or copyright, the Company will defend such action at its expense and will pay the cost and damages awarded in such action, provided that the Company will have sole control of the defense of such action and all negotiations for its settlement or compromise.

**19. SOFTWARE OWNERSHIP**

19.1 In consideration for the SaaS Fee, which shall be due and payable as set forth in Exhibit 2, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable right-to-use (and sublicense with respect to the Embedded Third Party Software) the Orion Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS RIGHT-TO-USE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS RIGHT-TO-USE AND DENY CLIENT ACCESS TO THE ORION SOFTWARE IF CLIENT FAILS TO

REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE RIGHT-TO-USE.

19.2 User Subscription. Unless otherwise specified on the Investment Summary: (a) the right-to-use the Orion Software is granted as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Orion Software.

19.3 Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Orion Software or (b) sublicense, transfer, rent, or lease the Orion Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

19.4 Embedded Third Party Software. The right-to-use set forth in Section 19.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

19.5 Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Orion Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use

Client data other than in connection with providing the services pursuant to this Agreement.

## 20. SOFTWARE SUPPORT

(a) Maintenance Support

The Company warrants that its software, when operated in the Company's secure hosting facility, will operate according to the then-current on-line help.

(b) Client Modifications

The County shall inform the Company in writing of any change to or modification of any of the Company's software which it desires to make.

(c) Client Negligence

At any time during the Period of Agreement the Company shall not be required to correct any defects in any of the Company software caused by the County's negligence, improper operation of the Company's software, or other improper action by the County operating the Company's software.

(d) Disclaimer

The Company shall have no liability under the warranty except the correction or avoidance of defects as defined as "System Errors" in the System Support Services, Exhibit 1.

THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE COMPANY IN THE MANNER PROVIDED IN ARTICLE 4, (COMPENSATION), SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE COUNTY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY, THE COMPANY WARRANTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERRABLE AND NON-EXCLUSIVE LICENSE TO USE IT'S PROPRIETARY SOFTWARE, FURNISHED BY THE COMPANY TO THE COUNTY UNDER

THE TERMS HEREOF, AND WARRANTS THAT IT IS CAPABLE OF AND SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH IT IS SUPPLIED.

**21. NON-SOLICITATION**

During the Period of Agreement (Article 3) and for a period of six months following the project completion date, the County will not solicit for employment or hire any Company employee without the express written consent of the Company.

**22. OWNERSHIP OF DATA**

Data and used in the computer system described herein will remain the property of the County and no use will be made thereof beyond that listed in this Agreement without the written permission of the County. All files, records, tapes, cards, and other information in whatever form created as a result of this Agreement will be the exclusive property of the County.

**23. CONFIDENTIALITY**

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement this 30th day of May 2012.

**COUNTY OF WALLER, TEXAS**

BY: _____

WITNESS

_____

**TYLER TECHNOLOGIES, INC.**

BY: _____
Mark Hawkins
Director of Implementation and Orion

# EXHIBIT 1
# ORION SOFTWARE AS A SERVICE

# SERVICE LEVEL AGREEMENT

**EXHIBIT 1**
**Tyler Technologies, Inc.**
**ORION SaaS SERVICE LEVEL AGREEMENT**

## I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

### A. Definitions

When used in this section the following shall mean:

Application shall mean ORION Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 5:15 p.m. (CST) on Business Days.

CST shall mean Central Standard Time and, where applicable, Central Daylight Savings Time.

OSDBA shall mean Operating System and Data Base Administration of Tyler

ISP shall mean Internet Service Provider.

### B. Service to the Client

The following service levels apply to SaaS Operations Support for the ORION solution.

ORION Application support calls are handled by the ORION Application Support Teams. All service levels are based on attainment rates shown below and calculated on a yearly basis on the following summary chart and explanations.

## SUMMARY CHART

| Service Type | Time | Attainment |
|---|---|---|
| Application Availability - Green | 6:00 a.m. to 9:00 p.m. CST Mon-Fri<br>6:00 a.m. to 3:00 p.m. CST Sat | 99% |
| Application Availability – Yellow | 4:00 a.m. to 6:00 a.m. CST Mon-Fri<br>9:00 p.m. to 12:00 a.m. CST Mon – Fri<br>3:00 p.m. to 12:00 a.m. CST Sat<br>8:00 a.m. to 12:00 p.m. CST Sun<br>5:00 p.m. to 12:00 a.m. CST Sun | No SLA |
| Application Availability – Red | 12:00 a.m. to 4:00 a.m. CST Mon – Sat<br>12:00 p.m. to 5:00 p.m. CST Sun | No SLA |
| Data or File Restoration | Next Business Day<br>Second Business Day | 95%<br>100% |
| Synchronization of "live" and "test" databases | Next Business Day | 95% |
| New Release/Update Testing Period | 10 Business Days | 95% |
| File Back-up | Nightly | 95% |

## Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime and scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a year to determine percentage of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red Time. Yellow time.

Target is 99% attainment.
If actual attainment is 98-97%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 94%, a credit of 5% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which caused the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

2. Data or File Restoration:
Data that may be restored include the complete database, files in the user's home directory and spool files.

All requests / issues should be logged by calling the ORION Support Department (877.874.6338) by simply following the recorded instructions, or via the Tyler Customer Portal (TCP) at http://support.tyler-tsg.com/. Users will need to request a user name and password by clicking the link on the website before using the TCP. Support hours are 8:15 AM to 5:15 PM CST. Voice messages may be left after hours. Incidents can be entered/tracked via the TCP 24 hours a day.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through ORION Support Department will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.
If actual attainment is 92-90%, a credit of 2% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 3% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 95%, a credit of 3% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

3. Support Call Response:

The following outlines the standard support provided by Tyler Technologies, Inc. for the following software systems installed in the Company's SaaS environment, for the time period specified in the Articles of Agreement.

| System | Module |
|---|---|
| ORION | Collections |
| ORION | Certified Roll Import Third-Party Vendor |
| ORION | Mortgage Company/Electronic File Processing |
| ORION | cPayments |

Table 1

The software systems listed in Table 1 shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed in the SaaS hosting center site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates.

Modifications to the ORION code and ORION reports written by the Company for a specific client or group of Counties are considered part of the base system and, as such, the terms of this Agreement apply.

## Terms and Definitions

The following is a list of common terms used in this Support Agreement:

### Base System

The Software, as listed in Table 1 above, running in the Company's SaaS Hosting environment.

### System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the ORION User Guide (also referred to as "issues" or "bugs"). Note: Slow response time or system failure due to the County's network administration is not covered.

### Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are will be applied to the County's SaaS solution according to the published updates schedule.

### Maintenance or Maintain

Providing support and updates for the base system only.

### Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Articles of Agreement.

### Business Day(s)

The days and hours the Company operates, defined as Monday through Friday (excluding Tyler holidays) between the hours of 8:15 AM and 5:15 PM CST.

## Hot Line Support

During the coverage period, the Company will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined below. The Hot Line is also available for questions on normal operation of the base system.

### Hot Line Number

877.874.6338

### Hot Line Hours

The Hot Line is available from 8:15 A.M. to 5:15 P.M., CST, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) business day minimum notice and may require additional charges.

### Hot Line Support Considerations

The Company shall respond to the County's request for telephone assistance within one (1) working hour from the initial call, when placed during business hours.

- The Company shall take steps to have the system error fixed, or determine an appropriate workaround via phone or dial-up as defined in the following priority matrix:

| *Priority* | *Definition* | *Response* | *Issue Resolved* |
|---|---|---|---|
| **Critical (1)** | Software is inoperable for all County users. | Client is contacted within 1 hour. | Within 1 business day or an agreed upon due date and time. |
| **High (2)** | Issue affects daily processing or day-to-day functions of the County. Issue affects a large group of County users and has no appropriate work-around. | Client is contacted within 1 hour. | Within 2-5 business days or an agreed upon due date. |
| **Medium (3)** | Issue affects a small group of users and does not affect day-to-day processing or has an appropriate work-around. | Client is contact within 1 hour. | Within 6 – 8 weeks, or an agreed upon due date. |
| **Other (4)** | Issue affects 1 County user and is non-critical to daily processing. | Client is contacted within 1 hour. | In a future Release, or an agreed upon due date. |

- If the cause of the problem is not an actual bug within the base system, the Company will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

## Online Support

During the coverage period, the Company will provide access to the ONYX System on the Internet in order for the County to have 24 hour, 7 day access to answers to base system questions and to log

base system issues.

## Modification and Change Procedure

Additional changes to the base system can be requested. These changes shall be submitted in writing to the Company and cost estimates will be provided. Once the County agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

## Updates

Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

(1) Program modifications required due to legislative changes.

(2) Program changes required to use Tyler's standard forms.

(3) Fixes to reported software problems.

(4) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(5) Improvements and revisions to reference manuals or documentation

## Legislative Changes

The Company will provide up to 80 base system programming hours per calendar year of the Agreement, per State, in order to comply with State legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

## Data Ownership

The County owns the data stored and processed on the base system. During normal support, the Company will be exposed to this data and will take all measures to ensure the confidentiality of the data.

## Backups and Recovery

The Company will perform system (OS) and/or database (SQL) backups.

## Dependent Software Licenses

The County is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products. Depending on the ORION configuration, these 3rd party products can include Windows, Internet Information Server (IIS), SQL Server, Adobe Acrobat, various Internet components and any necessary ESRI and/or Pictometry licenses.

## Server Operations

The Company will be responsible for on-site operational support of the ORION application server(s). Tasks will include performing system backups, system restarts, and providing on-site troubleshooting.

## Out of Scope Items

The following are examples of items that are **not** included in this Agreement. The Company will provide such services as requested by the County. Time and Materials rates will apply for such services. They are:

- Resolution of problems that arise out of the County's misuse of the system.
- Creating ad hoc reports or new ORION reports.

- Modification of the ORION code, incremental to modifications covered under this Agreement.
- Modification of ORION reports, incremental to modifications covered under this Agreement.
- Updates to ORION cost tables, tax rate tables, etc.
- Onsite training, incremental to training covered under this Agreement.
- Process and procedures that could otherwise be performed by a non-technical ORION user during the County's business cycle.
- Errors and problems that arise out of the County's modification of the base system code.
- Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement. Such support would need to be provided under a separate agreement.

## Additional Support

No other additional support outside this Scope of Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed above) can be requested and will be billed at the Company's then prevailing time and materials rates

4. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, home directories

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 4% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

## 2012 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2012 are as follows:

- Onsite Training – $150/hour plus travel costs. Travel costs include expenses for food, lodging, and transportation
- Online Training – $1,000. This is online training (i.e., Webinars) in lieu of onsite training.
- Programming Rate – $165/hour

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

# EXHIBIT 2
# ORION SOFTWARE AS A SERVICE

## PAYMENT SCHEDULE

# EXHIBIT 2
# ORION SaaS
# Payment Schedule

The County will pay to Tyler a yearly SaaS Software and Hosting fee according to the schedule identified below:

**Table 1**

| SaaS Software and Hosting Fee | Amount | When Invoiced |
|---|---|---|
| Yearly | $22,788 | Due 10 days prior to the start of the month following the go-live date. The invoice amount will be equal to the SaaS Hosting Fee less amount previously paid for 2012, prorated for the remainder of 2012. Subsequent invoices for additional Support Periods will be due ten (10) days prior to the beginning of each year. |

The yearly software and hosting fees are due ten (10) days prior to the beginning of each year as shown above.

**Table 2**

| Professional Services | Amount | When Invoiced |
|---|---|---|
| One time cost for Project Startup, Configuration, Training (approx. 136 hrs) and Data Transformation | $42,510 | January 1, 2013 |

tyler technologies

One Tyler Way
Moraine, Ohio 45439
P: 800.800.2581
F: 937.278.3711

April 29, 2025

Ms. Carolyn Miedke, Tax Assessor-Collector
Waller County Tax Office
730 9th Street
Hempstead, Texas 77445
c.miedke@wallercounty.us

**Re: 2026 Assessment & Tax Pro SaaS Renewal**

**RENEWAL NOTICE**

Dear Ms. Miedke:

The County's current Property Tax Pro Software as a Services Agreement runs through December 31, 2025. Article 3 "Period of Agreement", "Subsequent Period of Agreement" of the agreement provides that additional SaaS Periods shall begin (renew) at the end of each previous Period and end one year later unless (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the then current Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Agreement allows Tyler to increase or decrease prices for SaaS Services to be effective at the beginning of any renewal of a Period by providing the County written notice of such change at least 60 days prior to such renewal. This Letter provides notice of the prices for the SaaS Services for the Period of Agreement from January 1, 2026 through December 31, 2026.

Below is a breakdown of those services and this term's corresponding fees:

**SaaS Services:**

| | |
|---|---|
| Property Tax Pro | $40,990.00 |

The total fee for the above services provided under this Agreement is **FORTY THOUSAND NINE HUNDRED NINETY DOLLARS ($40,990.00)**. Tyler will invoice the County in one (1) installment on or about December 1, 2025. Any additional services requested by the County will be charged at our then-current Time and Material rates.

Both parties agree that the Terms & Conditions of the original contract's Articles of Agreement and Scope of Services remain in full force and effect for the term of this renewal.

Tyler will notify the County at least sixty (60) days prior to this renewal's expiration of any changes to the fees for the Maintenance Services for the following renewal period. The County shall notify Tyler at least thirty (30) days prior to the expiration of this renewal should the County choose not to renew this agreement for the 2027 period.

Tyler appreciates our current business relationship and we again thank you for your continued confidence in our ability to provide professional services to Waller County Tax Office. If you have any questions, please contact me at 1-800-800-2581, ext. 1924, or via email at gus.tenhundfeld@tylertech.com.

Sincerely,

Gus Tenhundfeld
Inside Sales Manager

# WALLER COUNTY
# 2025.4 SALARY ORDER

Amended by Commissioners' Court effective 08/04/2025

| GRADE | | | 2025 APPROVED RATE | 2025 BUDGETED AMOUNT |
|---|---|---|---|---|
| | **Fund 125-Department 516** | | | |
| | **Sheriff-Administration** | | | |
| **113** | 45 | Deputy | $ 32.00 | $ 66,816.00 |
| **113** | 46 | Deputy | $ 32.00 | $ 66,816.00 |

**Notes for Court:**

**Fund 125-Department 516**
**Sheriff-Administration**
2 Deputy Positions added to fulfill WISD contract
No increase to county budget

FOCUSING FAMILIES
**A Non-Profit Organization**
**www.focusing-families.org**

**910 9th Street**
**P.O. Box 1053**
**Hempstead, TX 77445**
**Crisis Hotline: (979)826-0000**
**Office: (979)826-3290**
**Fax: (979)826-0332**

July 9, 2025

County Judge Trey Duhon
& Waller County Commissioner's Court
836 Austin Street, Suite 203
Hempstead, TX 77445

Dear Judge Duhon,

On behalf of the Focusing Families Board of Directors, I would like to express our appreciation to you and the Commissioners' Court for recognizing the need of our Family Crisis Center in Waller County. Your support of Focusing Families is invaluable.

The $15,000 granted by the County to Focusing Families will allow our agency to provide the needed services to Victims of Domestic Violence, Sexual Assault and other Victims of Crime in Waller County. We greatly appreciate your financial support. These funds from the County are used provide direct services and a monetary match for other state, federal and private grants.

At this time we would like to request the allocated funding of $15,000. A copy of our 501(c)(3) and a copy of our most recent completed fiscal year audit, 2023-2024, for your records. Once again, thank you for your continued support and encouragement.

Sincerely,

Kim Mathis-Goodrum, Executive Director
Focusing Families

**"Strengthening Communities, One Family At A Time"**

**FOCUSING FAMILIES**
**A NON-PROFIT ORGANIZATION**

**WHEREAS,** Waller County, Texas, hereinafter **COUNTY,** a political Subdivision of the State of Texas has the authority, under Article III, Section 52 of the Texas constitution to appropriate funds to organizations by contracts detailing the public service to be tendered for the funds.

**WHEREAS, COUNTY** has the authority to enter into contracts with Focusing Families for the provisions of education, prevention and intervention of domestic violence and other family crisis issues; and

**WHEREAS,** Focusing Families, hereinafter **DEPARTMENT,** a non- profit organization established to promote the preservation of families, provide education, prevention and intervention of domestic violence and other family crisis issues, desires to enter into such a contract for the provision of education, prevention and intervention of domestic violence and other family crisis issues.

**IT IS THEREFORE AGREED THAT:**

1. **DEPARTMENT** will furnish education, prevention and intervention of domestic violence and other family crisis services to the area served by **DEPARTMENT** during last Fiscal year.

2. **DEPARTMENT** will provide personnel that are adequately trained or certified.

3. **DEPARTMENT** shall, considering **DEPARTMENT'S** commitments to its own area, provide back-up education, prevention and intervention of domestic violence and other family crisis services to such other areas as requested.

**TERM**

**THE TERM OF THIS AGREEMENT** shall commence on January 1, 2025 and continue for one year until December 31, 2025. This Agreement may be cancelled only by thirty (30) days advanced written notice given by the party desiring cancellation showing good cause for the cancellation of same, either party may request a hearing to give reasons for the cancellation of same, within thirty (30) days of receipt of notice desiring cancellation addressed to:

**COUNTY:**

Honorable Carbett "Trey" J. Duhon III
Waller County Judge
836 Austin Street
Hempstead, TX 77445

**DEPARTMENT:**

Focusing Families
P.O Box 1053
Hempstead, TX 77445

Focusing Families shall indemnify and save harmless **COUNTY** and its agents and employees from all suits, actions, or claims of any character, type or description, brought or made for or on account of, any injuries or damages received or sustained by any person or property, arising out of, or occasioned by, the acts of **DEPARTMENT** or its agents or employees, in the execution or performance of this contract.

**NO MONIES** paid to **DEPARTMENT** shall be expended for any purpose other than for the provision of education, prevention and intervention of domestic violence and other family crisis issues.

**DEPARTMENT** shall keep detailed financial records and shall submit to the Waller County Commissioners Court an annual financial report itemizing all income and expenditures.

**ALL BOOKS AND RECORDS** of Focusing Families shall be open for audit, during normal business hours, to the Waller County Auditor, and to such persons as may be given that authority, in writing by the Waller County Auditor of the Waller County Commissioners Court.

**DEPARTMENT** shall furnish to the **COUNTY** a copy of its Certificate of Liability Insurance stating the amount of liability coverage carried by the **DEPARTMENT.**

**THIS AGREEMENT** is effective upon acceptance by order of the Waller County Commissioners Court.

**FOCUSING FAMILIES**

**Executive Director**

**Attested by:**

Shelly Lane

~~**Secretary**~~ Finance Director

7-10-25

**Date**

**WALLER COUNTY**

**County Judge**

**Attested by:**

**County Clerk**

**Date**