



NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION
Wednesday, March 05, 2025 at 9:00 AM
Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

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

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

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.
5. Request to approve payment on the following:

\$1,832.00 for Invoice #BXHS34151383 and \$1,832.00 for Invoice #BXHS34151820 for a total of \$3,664.00 to BOXX Modular to be paid from line item 605-605-545405 [Professional Services].
6. \$1,861.94 for Invoice #050 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

- [7.](#) \$300.00 for the 2025 Membership Dues to South Texas County Judge's & Commissioner's Association from line item 125-411-562300 [County Organizational Dues].
- [8.](#) \$300.00 for Invoice dated February 1, 2024 to South Texas County Judge and Commissioners Association from line item 125-411-562300 [County Organizational Dues].
- [9.](#) \$4,296.38 for Invoice #201707177 to JBI, Ltd.
- [10.](#) \$1,360.00 for Invoice #239595 to Texas Association of Counties from line item 125-411-562300 [County Organizational Dues].
- [11.](#) \$625.00 for Invoice #2024-11-03 to W.L. Simon Mortuary Transport from line item 125-423-540705 [Transport to Morgue].
12. Request by County Auditor to Approve and/or Ratify Accounts Payable.
- [13.](#) Request by County Engineer to approve the Final Plat of Simarron Estates in Precinct 3.
- [14.](#) Request by County Engineer to approve the Final Plat of Sunterra Northeast Commercial Development in Precinct 3.
- [15.](#) Request by County Engineer to approve the Final Plat of New Day Ranches and accept the Subdivision Bond in Precinct 2.
- [16.](#) Request by County Engineer to approve the Final Plat of Bluestem Phase 2 Detention Reserve in Precinct 3.
- [17.](#) Request by County Engineer to approve the Amending of Plat No. 3, for Houston Oaks Section 6 in Precinct 2.
- [18.](#) Spread upon the minutes the 2024-25 Certificates of Compliance awarded to Joan Sargent, County Treasurer.

ECONOMIC DEVELOPMENT

- [19.](#) Approve the Tax Abatement Agreement between Waller County, Texas, Tesla Inc., and SRPF B/Empire West Phase II L.P. to be effective upon Tesla Inc. leasing certain property from SRPF B/Empire West Phase II L.P., and provided that Tesla Inc. and SRPF B/Empire West Phase II L.P. enter into a Tax Abatement Agreement with the City of Brookshire, Texas. Tesla Inc. is the tax abatement applicant, and intends to lease property owned by SRPF B/Empire West Phase II L.P. The property is located in the reinvestment zone known as the City of Brookshire Reinvestment Zone Number 20-01, generally located north of Interstate 10, west of Woods Road, and south of U.S. 90 in Brookshire, Texas 77423. SRPF B/Empire West Phase II L.P. will improve a manufacturing facility with an estimated cost of \$44,000,000. The improvements to the manufacturing facility include improvements to the facility's electrical capacity, and heating and cooling equipment. Tesla Inc. will install manufacturing equipment with an estimated cost of approximately \$150,000,000.00.

20. Approve the Tax Abatement Agreement between Waller County, Texas, Tesla Inc., and SRPF B/Empire West Phase III L.P. to be effective upon Tesla Inc. leasing certain property from SRPF B/Empire West Phase III L.P., and provided that Tesla Inc. and SRPF B/Empire West Phase III L.P. enter into a Tax Abatement Agreement with the City of Brookshire, Texas. Tesla Inc. is the tax abatement applicant, and intends to lease property that will be owned by SRPF B/Empire West Phase III L.P. upon final acquisition. The property is located in the reinvestment zone known as the City of Brookshire Reinvestment Zone Number 20-01, generally located north of Interstate 10, west of Woods Road, and south of U.S. 90 in Brookshire, Texas 77423. SRPF B/Empire West Phase III L.P. will build a manufacturing facility with an estimated cost of approximately \$31,000,000, and Tesla Inc. will install distribution equipment and building improvements, including HVAC system upgrades, with an estimated cost of approximately \$2,000,000.00.

CONSTABLE, PRECINCT 2

21. Approve Professional Services Contract for Online Auctioneering Services with GOVDEALS and authorize the County Judge to sign.
22. Approve the auctioning of seven (7) surplus Precinct 2 Constable Office vehicles on GOVDEALS and authorize the County Judge to sign.

CONSTABLE, PRECINCT 3

23. Approve to waive the fee for the Community Center for a Juneteenth Celebration hosted by Precinct 3 Constable, Herschel Smith on June 19, 2025.

IT DEPARTMENT

24. Approve payment of \$15,540.00 for Invoice #195090 for audio recording for Commissioners Court meetings. Funds to be paid from line item 125-401-540900 [Prof Consulting Services].

COUNTY ENGINEER

25. Public Hearing: Proposed Major Thoroughfare Plan/Map Amendment, by Maple Development Group for Sagebrush.
26. Approve the Major Thoroughfare Plan/Map Amendment, by Maple Development Group for Sagebrush.
27. Discuss and take action on amendments to the development agreement for Lakes of Cane Island, formerly known as Morton 180.
28. Award Contract Bid(s) for the following:
- 2025-02 Pavement Markings
 - 2025-06 Fuel-Bulk Diesel and Gasoline
 - 2025-10 Ditch Cleaning

2025-09 Guardrail Repairs and Improvements

2025-01 Seal Coating.

COMMISSIONER, PRECINCT 3

- [29.](#) Discuss and take action on mobility bond firm assignments in Precinct 3.
- 30. Discuss and take action on submitting a request for Federal funds for a Community Center in Sunterra.
- 31. Approve to waive the fee for the Community Center for a Housing Fair hosted by PVAMU Cooperative Extension Program and Precinct 3 Commissioner, Kendric Jones on March 20, 2025.
- 32. Approve to waive the fee for the Community Center for a health clinic hosted by PVAMU Royal Courts, Busy Bee Wellness Center, and Commissioner Precinct 3, Kendric Jones on March 21, 2025.
- 33. Approve to waive the fee for the Community Center for a Recycling Event hosted by Prairie View Chapter TTA/TLOD, Alpha Kappa Alpha Sorority, Incorporated Zeta Gamma Omega Alpha Chapter and Precinct 3 Commissioner, Kendric Jones on March 22, 2025.

TREASURER

- [34.](#) Approve renewal of Affordable Care Act Reporting and Tracking Service (ARTS) agreement with Texas Association of Counties.

DIRECTOR OF POLICY & ADMINISTRATION

- [35.](#) Approve Resolution supporting efforts to preserve night skies.

DIRECTOR OF FACILITIES

- [36.](#) Approve payment of \$1,422,808.00 for Application #28 to SEDALCO, Inc. to be paid from the following line items:
 - \$ 33,026.91 - 604-604-545045 [Professional Services].
 - \$1,389,781.49 - 604-604-581000 [Bldg Purch, Const, or Improv].
- [37.](#) Approve payment of \$205,057.73 for Invoice #12 to Sedalco. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].

MISCELLANEOUS

- 38. Approve the Appointment of Brian Cantrell as County Fire Marshal for a term of two years.

39. Approve request by Alfred Johnson with Prairie View EDC to rent the Community Center on a continued basis during the evening time slot for the third Thursday of each month in 2025.
40. Approve Official Bonds and Oaths for County Court at Law Judge Carol Chaney.
41. Approve request to seek Federal funding for potential regional detention project.
42. Approve letter of intent for real properties purchased from the City of Houston.
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.
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.

EXECUTIVE SESSION

45. Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071.
46. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.
47. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.
48. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
49. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

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



MINUTES

WALLER COUNTY COMMISSIONERS COURT REGULAR SESSION TUESDAY – FEBRUARY 18, 2025

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 – *arrived at 9:08 a.m.*
Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler

Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

Commissioner Smith made motion to approve agenda item 1 as presented by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

– Yes

Commissioner Beckendorff

– Absent

PUBLIC COMMENT

1. Carolyn Miedke, Tax Assessor/Collector

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 of the Consent Agenda.

2. Approval of Minutes – February 5, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Treasurer for approval of Monthly Report.
6. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*

7. Request by County Auditor to approve official documents and all monthly reports.
8. \$1,800.00 for Invoice #09031 to Post Oak RC&D Area, Inc. from line item 125-411-562300 [County Organizational Dues].

Request to approve payment on the following:

9. \$1,832.00 for Invoice #BXHS34150087 to BOXX Modular to be paid from line item 605-605-545405 [Professional Services].
10. \$14,706.00 for Invoice #60092 to Landtech for Pct 2. Survey be paid from line item 125-442-544700 [Repair & Replacement].
11. \$6,632.25 for Invoice #1034 to The Roofing Consultants to be paid from line item 125-442-544700 [Repair and Replace].
12. \$2,000.69 for Invoice #0000046 to King Architectural Consulting Services PLLC to be paid from line item 604-604-545405 [Professional Services].
13. \$550.00 for Invoice #0000058 to Stephens Flowers Funerals and Cremation from line item # 125-423-540705 [Transport to Morgue].
14. \$1,175.00 for Invoice dated January 27, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].
15. \$15,600.00 for Invoice #1457 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
16. \$7,500.00 for Invoice #09045 to Brazos Valley Council of Governments from line item 125-525-546900 [COG].
17. \$3,200.00 for Invoice #20205667 to CIRA from line item 125-411-545001 [Maintenance Contracts].
18. \$15,720.00 for Invoice #4658 to Lone Star Laboratory Group, LLC to be paid from line item 125-445-544400 [Facility Renovations].
19. Request by County Auditor to Approve and/or Ratify Accounts Payable.
20. Request to approve advertisement of a request for bids for commissary services for the Waller County Jail in newspapers of general circulation in Waller County. Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].
21. Spread upon the minutes the Waller County Constable, Precinct 1, 2024 Racial Profiling Report as presented to the Texas Commission on Law Enforcement.
22. Spread upon the minutes the Waller County Sheriff's Office 2024 Racial Profiling Report as presented to the Texas Commission on Law Enforcement.
23. Spread upon the minutes the Waller County Sheriff's Office Federal Forfeiture (Equitable Sharing) Fund 2024 Final Report.

24. Spread upon the minutes the Certificates of Completion for educational training awarded to Carolyn Miedke, County Tax Assessor Collector.
25. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on April 2, 2025 Replat of West Magnolia Forest Subdivision, Section 1 Lot 51. The revision will be to partition Lot 51 into 3 Lots. These newly configured Lots would consist of Lot 51-A (13.668 acres), Lot 51-B (3.000 acres) and Lot 51-C (3.000 acres). by Danny Rhea Moore, Shelly Lynn, Sharp Lemm, and Gail Holliday.
26. Request by County Engineer to place roads in Kingsland Ranch Logistical Park into the developer's one-year maintenance period, effective December 14, 2024.
27. Request by County Engineer to approve the Final Replat of Bartlett Road Corner Reserve in Precinct 3.
28. ~~Request by County Engineer to approve the Amending of Plat No. 3 for Houston Oaks Section 6 in Precinct 2. Item WITHDRAWN.~~
29. Request by County Engineer to approve Bluesum Onsite Utility Extension for final acceptance and County road maintenance.

Motion to approve Consent Agenda with Item 28 withdrawn motion by Commissioner Smith, seconded by Commissioner Jones.

Motion carried by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Absent

Advanced to Agenda Items #37-39

GRANT MANAGER

37. Approve amended 2025 Dallas County Resolution associated with the FY25 SB224 Catalytic Converter Grant Program.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 4-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Absent

Commissioner Beckendorff arrived to meeting.

38. Approve amended FY25 SB224 Catalytic Converter Grant Program application.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

39. Approve contract with Clean Earth Environmental Solutions, Inc. for goods and services associated with the County's upcoming Household Hazardous Waste Collection Events. Funding to be paid from line item 326-527-540800 [Professional & Contracts].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

40. Approve contract with Liberty Tire Recycling for goods and services associated with the County's upcoming Household Hazardous Waste Collection Events. Funding to be paid from line item 326-527-540800 [Professional & Contracts].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

41. Approve contract with CompuCycle, Inc. for goods and services associated with the County's upcoming Household Hazardous Waste Collection Events. Funding to be paid from line item 326-527-540800 [Professional & Contracts].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Proceeded with Agenda Item #30

COMMISSIONER, PRECINCT 3

30. **Discussion** by TxDOT on the status of 36A. *No action required.*
31. Approve to waive the fee for the Community Center for Community Prayer hosted by YoungLife and Precinct 3 Commissioner, Kevin Jones on February 25, 2025.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

ECONOMIC DEVELOPMENT

32. Amend the Tax Abatement Agreement between Waller County, Urban Twinwood, LP, and Q-Tube International Corp. entered into on November 29, 2023, contract ID number 23112715. Urban Twinwood LP owned the property subject to the Agreement at the time the Agreement was executed, and was the original Tax Abatement Applicant. The property is located in the Twinwood Business Park, and is in the reinvestment zone known as Waller County Twinwood Business Park Reinvestment Zone 12, located south of Interstate 10 and west of Woods Road. The property was improved pursuant to the Agreement by the construction of an office, manufacturing, and warehouse facility of approximately 85,000 square feet at an estimated cost of approximately \$10,000,000, and the installation of manufacturing and additional personal equipment at an estimated value of \$2,000,000. Urban Twinwood, LP subdivided the property that is subject to the Agreement, and identified in Section 1 of the Agreement as WCAD property ID number 268426. After the subdivision, the property subject to the Agreement was assigned WCAD property ID number 270530, and is also identified by situs address 2434 Discovery Hills Pkwy, Brookshire, Texas 77423. Twinwood Gravity Operating, LLC acquired the property from Urban Twinwood, LP, and is the current owner of the property.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

SHERIFF

33. Approve authorization to apply and sign all contracts/agreements for a one (1) year contract subscription to the Texas Workforce Commission (TWC) for a data exchange for law enforcement purposes. Annual payment of \$1,500.00 for up to 10 users to be paid from line item 125-516-562323 [Dues and Subscription].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

34. Approve the Waller County Auditor to conduct the Sheriff's Department annual Chapter 59 Asset Forfeiture/Seizure Audits.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

COUNTY ENGINEER

35. Approve payment of \$99,846.71 for invoice #202445109 to LJA Engineering, Inc. for Professional Services rendered November 1, 2024 through December 31, 2024 (6th Invoice). Funding to be paid from line item 605-600-45405 [Prof. Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

36. Discuss and take action on Cameron Prairie Development Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion to amend Section IB 4a to read Precinct 2 (in lieu of Precinct 3) and approve the general plan and variances as presented in the Development Agreement made by Commissioner Smith, seconded by Commissioner Beckendorff.

Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

GRANT MANAGER

37. Court addressed item #37 earlier in meeting. (page 3)
38. Court addressed item #38 earlier in meeting. (page 3)
39. Court addressed item #39 earlier in meeting. (page 3)
40. Court addressed item #40 earlier in meeting. (page 4)

41. Court addressed item #41 earlier in meeting. (page 4)

TREASURER

42. Approve Salary Order amendment 2025.2 effective March 3, 2025.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DIRECTOR OF FACILITIES

43. Approve payment of \$7,500.00 for Invoice #50010, \$9,375.00 for Invoice #50128, \$12,401.53 for Invoice #50009, \$12,248.06 for Invoice #50128, \$19,864.68 for Invoice #50186, and \$15,000.00 for Invoice #50187 for total of \$76,692.27 to be paid to LDD Blueline from the following line items:

\$31,875.00 from line item 125-600-545402 [Professional Services – Pct 2 Annex]

\$44,694.27 from line item 125-600-545403 [Professional Services – Pct 3 Annex].

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

44. Approve Architectural Contract for the Sheriff's Office Vehicle Maintenance Garage to be paid from line item 125-401-540604 [Professional Consulting Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion to amend to be paid from line item 125-600-545404 [Sheriff's Office Maintenance] made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

MISCELLANEOUS

45. Approve payment of \$5,400.06 for Invoice #6554, \$1,920.00 for Invoice #6618, \$240.00 for Invoice #6619, \$240.00 for Invoice #6620, \$240.00 for Invoice #6621, \$2,960.00 for Invoice #6622, \$320.00 for Invoice #6623, \$840.00 for Invoice #6624, and \$1,720.00 for Invoice #6625 for a total cost of \$14,605.06 to Randle Law Office. Funds to be paid from line item 125-411-40300 [Legal].

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

46. Approve Interlocal Agreement with Harris County for Performance of Postmortem Examinations by Harris County Institute of Forensic Sciences.
Item WITHDRAWN.

47. Approve settlement agreement in the amount of \$390,000.00 related to Cause No. C-269; Waller County, Texas v. Tsakiris Partnerships. (no backup submitted)

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Smith – Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

48. Approve payment of \$2,400.00 for Invoice # 24-098 to Southwest Realty Consultants for professional services rendered. Funding to be paid from line item 125-600-581901 [Buildings].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

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

50. 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 made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

EXECUTIVE SESSION

51. ~~Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071. Item WITHDRAWN.~~

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

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

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

Court convened Executive Session at 10:24 a.m.

Court reconvened from Executive Session at 10:52 a.m.

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

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 10:52 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 5th day of March 2025.

Carbett "Trey" J. Duhon, III
County Judge

DRAFT

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

Fax: 281-213-8233



INVOICE

ORIGINAL

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

21413

Number **BXHS 34151383**
Date: 02/01/2025
Terms: NET 30
Due Date: 03/03/2025
Project: BIAH1664

Registration # **020505**
Joan Sargent Waller Co. Treasurer
Deputy inf Date 02/05/25

Contact: Danny Rothe
Ref:

Serial No.	Description	Qty	From	To	Rate/Price	Total
	ADA Straight Ramp	1	Feb 01, 2025	Feb 28, 2025	\$500.00	\$500.00
OSW125619BR01659	12x56 Mobile Unit w/RR	1	Feb 01, 2025	Feb 28, 2025	\$1,150.00	\$1,150.00
OSW-01659	OSW-01659					
	Window Security Bars	1	Feb 01, 2025	Feb 28, 2025	\$45.00	\$45.00
	Stairs	1	Feb 01, 2025	Feb 28, 2025	\$45.00	\$45.00
	Personal Property Fee	1	Feb 01, 2025	Feb 28, 2025	\$92.00	\$92.00

Location: 775 Business 290 East
Hempstead TX 77445
USA

Subtotal **\$1,832.00**

Remarks: (Project Code consolidation)
Project Code: BIAH1664 Based On Deliveries
34143508.

Total Tax \$0.00

Total **\$1,832.00**

Applied amount \$0.00

Amount Due **\$1,832.00**

ROAD & BRIDGE BOND

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

Name: Kristin Torres
Phone:
Fax:
Email: ktorres@boxxmodular.com

APPROVED
DANNY ROTHE
WC/BF/CM
2/11/2025
[Signature]

FEB4'25PM9:19AUDITOR

FEB5'25PM3:18AUDITOR

FEB4'25PM11:46TREASURER

FEB12'25PM2:34AUDITOR

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

FEB11'25PM11:56TREASURER

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

Fax: 281-213-8233



INVOICE

ORIGINAL

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

21413
PROJECT #/C.C. 02.18.25
605-605-545405

Number **BXHS 34151820**
Date: 03/01/2025
Terms: NET 30
Due Date: 03/31/2025
Project: BIAH1664

Contact: Danny Rothe
Ref:

Serial No.	Description	Qty	From	To	Rate/Price	Total
OSW125619BR01659	12x56 Mobile Unit w/RR	1	Mar 01,2025	Mar 31,2025	\$1,150.00	\$1,150.00
OSW-01659	OSW-01659					
	ADA Straight Ramp	1	Mar 01,2025	Mar 31,2025	\$500.00	\$500.00
	Window Security Bars	1	Mar 01,2025	Mar 31,2025	\$45.00	\$45.00
	Stairs	1	Mar 01,2025	Mar 31,2025	\$45.00	\$45.00
	Personal Property Fee	1	Mar 01,2025	Mar 31,2025	\$92.00	\$92.00
Location:	775 Business 290 East Hempstead TX 77445 USA				Subtotal	\$1,832.00
					Total Tax	\$0.00
Remarks:	(Project Code consolidation) Project Code: BIAH1664 Based On Deliveries 34143868.				Total	\$1,832.00
					Applied amount	\$0.00
					Amount Due	\$1,832.00

FEB24'25PM3:29AUDITOR

Registration # **021094**
Joan Sargent Waller Co. Treasurer
Deputy JG Date 2-24-25

FEB20'25PM3:52TREASURER

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

Name: Cynthia Muir
Phone:
Fax:
Email: cmuir@boxxmodular.com

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

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

KING
Architectural Consulting Services PLLC

Billed To Danny Rothe Waller County 836 Austin Street Hempstead, TX 77445	Date of Issue 02/05/2025 Due Date 03/14/2025	Invoice Number 0000050 Reference Bus Node-New CH pay app #27, Mod Bldgs pay app#11	Amount Due (USD) \$1,861.94
--	---	---	--

Description	Rate	Qty	Line Total
Third Party Architectural Services 9 hour trip to WC on Feb 4, 2025 with observation of CH, 1 hour for review of pay app #27 & pay app #11 in office	\$150.00	10	\$1,500.00
Travel Expense, Mileage trip to Waller County - observation	\$0.585	412	\$241.02
Insurance Reimbursable	\$109.67	1	\$109.67
Travel Expense, lunch	\$11.25	1	\$11.25
Subtotal			1,861.94
Tax			0.00
Total			1,861.94
Amount Paid			0.00
Amount Due (USD)			\$1,861.94

Notes

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

[Terms](#)

Thank You!

Item 6.

Payment schedule

King Architectural Consulting Services PLLC

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

Upcoming payment schedule

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

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

INVOICE #0000050
2-4-25

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

LUNCH TRIP TO
WALLER CO. 2-4-25

Item 6.

Dine In Order# 4016
Jack In The Box - #3959
1925 Fm 1488 Rd
Hempstead, TX 77445
(979) 921-0695

Server: ALMA G
Check: 4016

02/04/2025
11:45 AM

Item	Price
#8 SMASH JACK CMB	\$10.39
FRENCH FRIES	
FOUNTAIN DRINK	
Subtotal	\$10.39
TX Sales Tax - 8.25%	\$0.86
Total	\$11.25
Mastercard Tendered	\$11.25



1521105975462

Earn FREE FOOD for this order!
Just go to the Jack Pack Rewards page on
www.jackinthebox.com or our mobile app
then scan or enter the digits above.
Exp in 72 hrs.

Card Type: MCC
Card Number: *****1549
Reference: 39806128
Authorization: 425035459513938660
Entry Mode: I
Application Name: MASTERCARD
Application Label: MASTERCARD
AID: A0000000041010
TC:
PINVerified:

**SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION
2025 ANNUAL MEMBERSHIP DUES**

COUNTY OF: Waller

County Judge: Carbett "Trey" J. Duhon III

Email: _____ Contact number: _____

Commissioner Precinct 1: John A. Amsler

Email: _____ Contact number: _____

Commissioner Precinct 2: Walter E. Smith

Email: _____ Contact number: _____

Commissioner Precinct 3: Kendric D. Jones

Email: _____ Contact number: _____

Commissioner Precinct 4: Justin Beckendorf

Email: _____ Contact number: _____

Any outstanding dues and dues for Year 2025 are due by March 30, 2025

Amount: \$300.00

Registration # 020514
Joan Sargent Waller Co. Treasurer
Deputy mp Date 02/05/25

Please make check payable to:

South Texas County Judges and Commissioners Association

Please mail to:

South Texas County Judges and Commissioners Association
(STCJCA)
1301 Nueces Street, Suite 201
Austin, Texas 78701

FEB 5 '25 PM 3:19 AUDITOR

FEB 3 '25 PM 4:40 TREASURER

**SOUTH TEXAS COUNTY JUDGES AND
COMMISSIONERS ASSOCIATION**

1301 Nueces Street, Suite 201

Austin, Texas 78701

800-733-0699 / 512-482-0701

512-480-0902 FAX



OFFICERS:

President

SAMMY G. FARIAS
Commissioner, Bee County
105 W. Corpus Christi Street, Room 105
Beeville, Texas 78102
Phone: (361) 621-1573
Email: sammy.farias@co.bee.tx.us

February 1, 2024

First Vice President

DAVID L FUENTES
Commissioner, Hidalgo County
1902 Joe Stephens Avenue, Suite 101
Weslaco, Texas 78599
Phone: (956) 968-8733
Email: david.fuentes@co.hidalgo.tx.us

Re: 2024 Annual Membership Dues
South Texas County Judges and Commissioners Association

Dear Judge:

Second Vice President

PEDRO TREVINO, JR.
Judge, Jim Wells County
200 N. Almond Street, Suite 101
Alice, Texas 78332
Phone: (361) 668-5706
Email: pedro.trevino@co.jim-wells.tx.us

Enclosed is the registration form for the 2024 Annual Membership Dues to the South Texas County Judges and Commissioners Association. The annual membership dues should be paid by March 30, 2024.

Past President

JILL S. SKLAR
Judge, Jackson County
115 W. Main Street, Suite 207
Edna, Texas 77957-2733
Phone: (361) 782-2352
Email: j.sklar@co.jackson.tx.us

The 2024 conference will be held on June 24-27, 2024 at the South Padre Island Convention Center, 7355 Padre Boulevard, South Padre Island, Texas 78597. Registration information will be forthcoming. For more information contact the V.G. Young Institute of County Government at (979) 845-4572.

Please don't hesitate to call if you have any questions or concerns.

Sincerely,

David L Fuentes
Hidalgo County Commissioner
1st Vice President, STCJCA

Enclosure

**SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION
2024 ANNUAL MEMBERSHIP DUES**

COUNTY OF: Waller

County Judge: Carbett "Trey" J. Duhon III

Email: _____ Contact number: _____

Commissioner Precinct 1: John A. Amster

Email: _____ Contact number: _____

Commissioner Precinct 2: Walter E. Smith

Email: _____ Contact number: _____

Commissioner Precinct 3: Kendric D. Jones

Email: _____ Contact number: _____

Commissioner Precinct 4: Justin Beckendorff

Email: _____ Contact number: _____

Any outstanding dues and dues for Year 2025 are due by March 30, 2025

Amount: \$300.00

Registration # 020513
Joan Sargent Waller Co. Treasurer
Deputy mg Date 02/05/25

Please make check payable to:

South Texas County Judges and Commissioners Association

Please mail to:

South Texas County Judges and Commissioners Association
(STCJCA)
1301 Nueces Street, Suite 201
Austin, Texas 78701

FEB3'25PM3:19AUDITOR

FEB3'25PM4:40TREASURER

**JB1, Ltd.**

1711 E. Beltline Road
Coppell, TX 75019
USA

972-406-3712

INVOICE

Invoice Number: 201707177

Invoice Date: 2/12/25

Page: 1

Item 9.

Bill To:

WALLER COUNTY, TX
Attn: Brooke Bacuetes, Grant Manager
701 Calvit Street
HEMPSTEAD, TX 77445

Customer PO	Payment Terms	Preferred Delivery	Due Date
	Net 30 Days	Email	3/5/25

[illegible]

Thank you for your business. It is a pleasure to serve your County.



Texas Association of Counties

Phone: (800) 456-5974

Fax: (512) 477-1324

Item 10.

INVOICE

239595/2370

January 01, 2025

Invoice # 95816

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

DESCRIPTION	AMOUNT
Annual County Membership Dues	1,360.00
Total Due	1,360.00

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/25 thru 12/31/25. Your support is greatly appreciated and enables us to represent all Texas Counties.

Registration # **020664**
Joan Sargent Waller Co. Treasurer
Deputy 36 Date 2/11/25

FEB11'25AM9:07TREASURER

FEB11'25PM2:12AUDITOR

PLEASE REMIT WITH PAYMENT

Make checks payable to TAC DUES

239595/2370
Hon. Carbett J. Duhon, III
Waller County

Statement Date: 01/01/2025

Invoice # 95816

Amount Due: 1,360.00

Texas Association of Counties
Attn: County Membership DUES
P. O. Box 2711
San Antonio, TX 78298-2711

013600010239595703674209DWALL

Waller Co. 2024



Item 13.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Simarron Estates

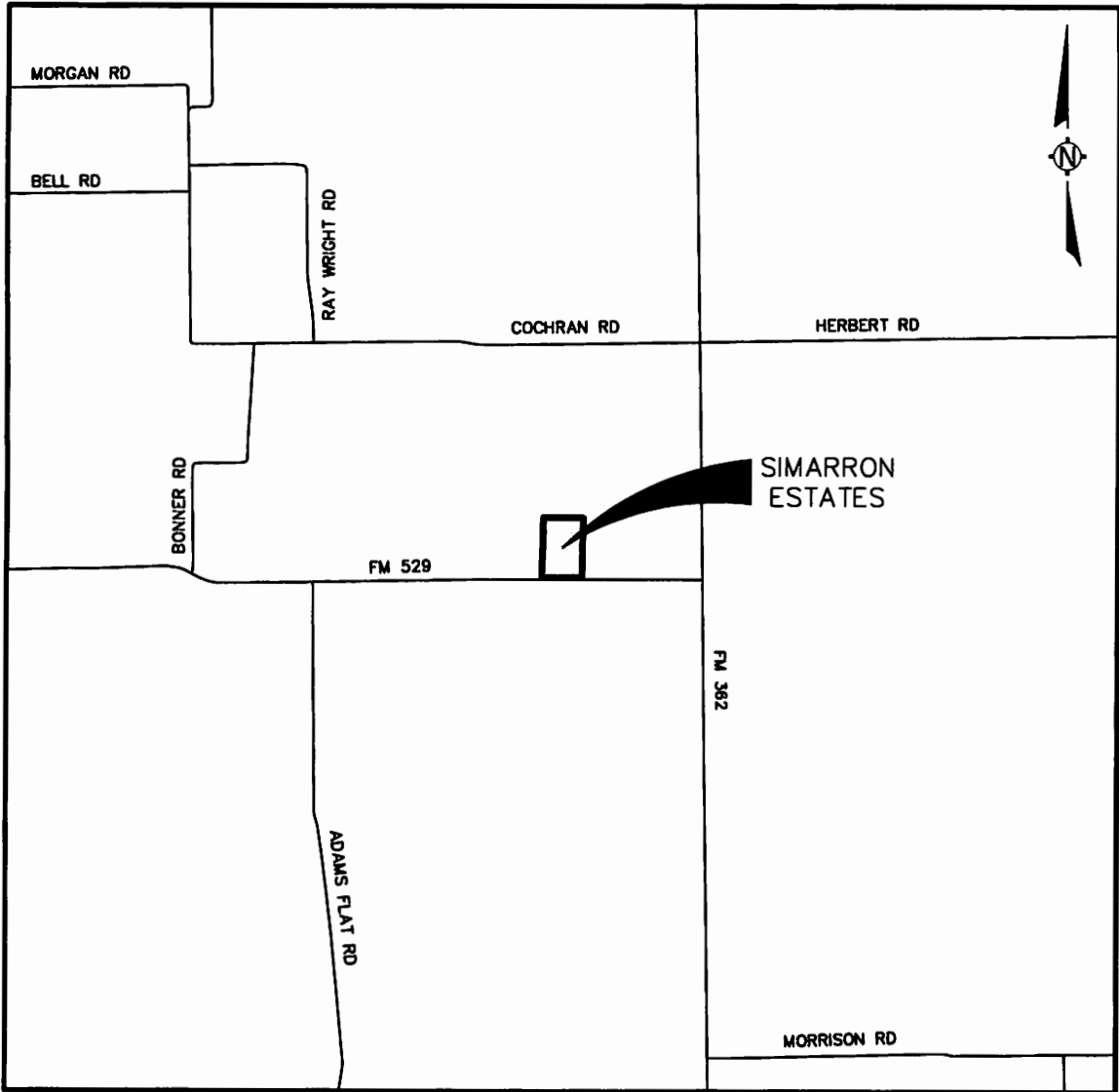
Date: March 5, 2025

Background

Final Plat of Simarron Estates which consists of 27.04 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat



VICINITY MAP
NOT TO SCALE

FINAL PLAT OF
**SIMARRON
ESTATES**

A 27.04 ACRE SUBDIVISION
OUT OF A 40.05 ACRE TRACT (CALLED 40.0458 ACRES IN
DOC. NO. 2109273 O.P.R.W.C.T.)
BEING LOCATED IN THE
H.&T.C.R.R. Co. SURVEY No. 37, ABSTRACT 193,
WALLER COUNTY, TEXAS

13 LOTS 1 RESERVE 1 BLOCK

DECEMBER 2024

DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: NOT TO SCALE			
SHEET 1A OF 1			

METES AND BOUND DESCRIPTION
SIMARRON ESTATES
A 27.04 ACRE SUBDIVISION OUT OF A 40.05 ACRE TRACT
(CALLED 40.0458 ACRES IN DOC. NO. 2109273 O.P.R.W.C.T.)
BEING LOCATED IN THE
H.&T.C.R.R. Co. SURVEY No. 37, ABSTRACT 193,
WALLER COUNTY, TEXAS

Being a 27.04 acre (1,177,890 square feet) tract of land in the H. & T.C.R.R. Co. Survey No. 37, Abstract Number 193, Waller County, Texas and being out of that certain called 40.0458 acre tract of land conveyed to Simarron, LLC, by deed dated August 9, 2021 and recorded under document No. 2109273 of the Official Public Records of Waller County, Texas;

Bearings are based on the Texas Coordinate System, NAD 83, South Central Zone. All distances and acreages are surface and in US Survey feet and can be converted to grid by multiplying by a combined scale factor of 0.999908922255. Said 27.04 acre tract more particularly described by metes and bounds as follows:

BEGINNING at a found 1-1/2-inch iron pipe on the north line of F.M. Road 529 (width varies) (no deed of record found) (as monumented), a state-maintained road as shown on Texas Department of Transportation Map CSJ No. 3047-2-1, being the southwesterly corner of a called 78.8489 acre tract of land conveyed to Silvano Torres and Irma Torres by deed dated November 28, 2017 and recorded under document No. 1708873 of said Official Public Records, same being the southeasterly corner of said called 40.0458 acre tract and for the southeasterly corner of the herein described tract;

THENCE, South 88°45'37" West, 899.74 feet along the northerly line of F.M. Road 529, being the southerly line of said 40.0458 acre tract to a set 5/8-inch iron rod with "GeoSolutions" cap for the southwesterly corner of the herein described tract, from which a found 1/2-inch "smooth" iron rod (bent) for the southwesterly corner of said 40.0458 acre tract of land bears South 88°45'37" West, 434.06 feet;

THENCE, North 02°04'27" West, 1,304.93 feet leaving the northerly line of F.M. Road 529, over and across said called 40.0458 acre tract to a set 5/8-inch iron rod with "GeoSolutions" cap on the southerly line of a residue of a called 160 acre tract of land conveyed to Vern Guinn and Mary Helen Guinn by deed dated May 27, 2010 and recorded under Volume 1209, Page 713 of said Official Public Records, and for the northwesterly corner of the herein described tract;

THENCE, North 88°12'17" East, 899.65 feet along the southerly line of said residue of a called 160 acre tract, being the northerly line of said called 40.0458 acre tract to a point for the easterly southeasterly corner of said residue of a 160 acre tract, being the northwesterly corner of said called 78.8489 acre tract, same being the southwesterly corner of a called 29.84 acre tract of land conveyed to Kathy H. Mills, David Halbison, & Edwina Garrett by deed dated April 28, 2006 and recorded under document No. 603587 of said Official Public Records and for the northeasterly corner of the herein described tract, from which a found 1/2-inch iron rod (bent) bears North 19°48' West, 0.24 feet;

THENCE, South 02°04'28" East, 1,313.65 feet along the westerly line of said called 78.8489 acre tract, being the easterly line of said called 40.0458 acre tract to the POINT OF BEGINNING and containing 27.04 acres (1,177,890 square feet) of land.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD DIRECTION	CHORD L
C1	70.00'	23.79'	19°28'13"	N52°20'21"W	23.67'
C2	70.00'	64.13'	52°29'38"	N16°21'25"W	61.91'
C3	70.00'	81.08'	66°21'43"	N43°04'15"E	76.62'
C4	70.00'	77.03'	63°03'02"	S72°13'22"E	73.20'
C5	70.00'	62.97'	51°32'23"	S14°55'39"E	60.87'
C6	70.00'	57.52'	47°05'00"	S34°23'02"W	55.92'

SYMBOL LEGEND

- MONUMENT
FOUND AS DESCRIBED
- SET 5/8-INCH IRON ROD
W/ "GEOSOLUTIONS" CAP
- IRON ROD
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- BUILDING SETBACK LINES
- INDICATES BLOCK NUMBER
- INDICATES RESERVE
- I.R.
- D.E.
- U.E.
- B.L.
- 1
- A

BLOCK	LOT	SQUARE FEET	ACRES
1	1	75,138.38	1.72
1	2	67,009.85	1.54
1	3	67,009.82	1.54
1	4	67,009.79	1.54
1	5	67,09.75	1.54
1	6	66,982.83	1.54
1	7	68,960.14	1.58
1	8	72,341.20	1.66
1	9	72,491.36	1.66
1	10	71,829.57	1.65
1	11	67,412.25	1.55
1	12	67,143.71	1.54
1	13	67,143.78	1.54

RESERVE TABLE

RESERVE A	DETENTION	199,702.85 SQ.FT. 4.58 ACRES
-----------	-----------	---------------------------------

DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: NOT TO SCALE			
SHEET 1B OF 1			

GENERAL NOTES:

- 1. There is a fifteen-foot (15') San Bernard Electric Cooperative, Inc. easement along both sides of the private street.
- 2. There is a twenty-five-foot (25') front building line along the private street.
- 3. There is a fifteen-foot (15') building line on all side and rear lot lines unless otherwise noted.
- 4. The lot owners are responsible for the maintenance of the street and drainage facilities including the detention pond.

PIPELINES

No pipeline or pipeline easement exists within the boundaries of this plat.

FLOODPLAIN CERTIFICATION

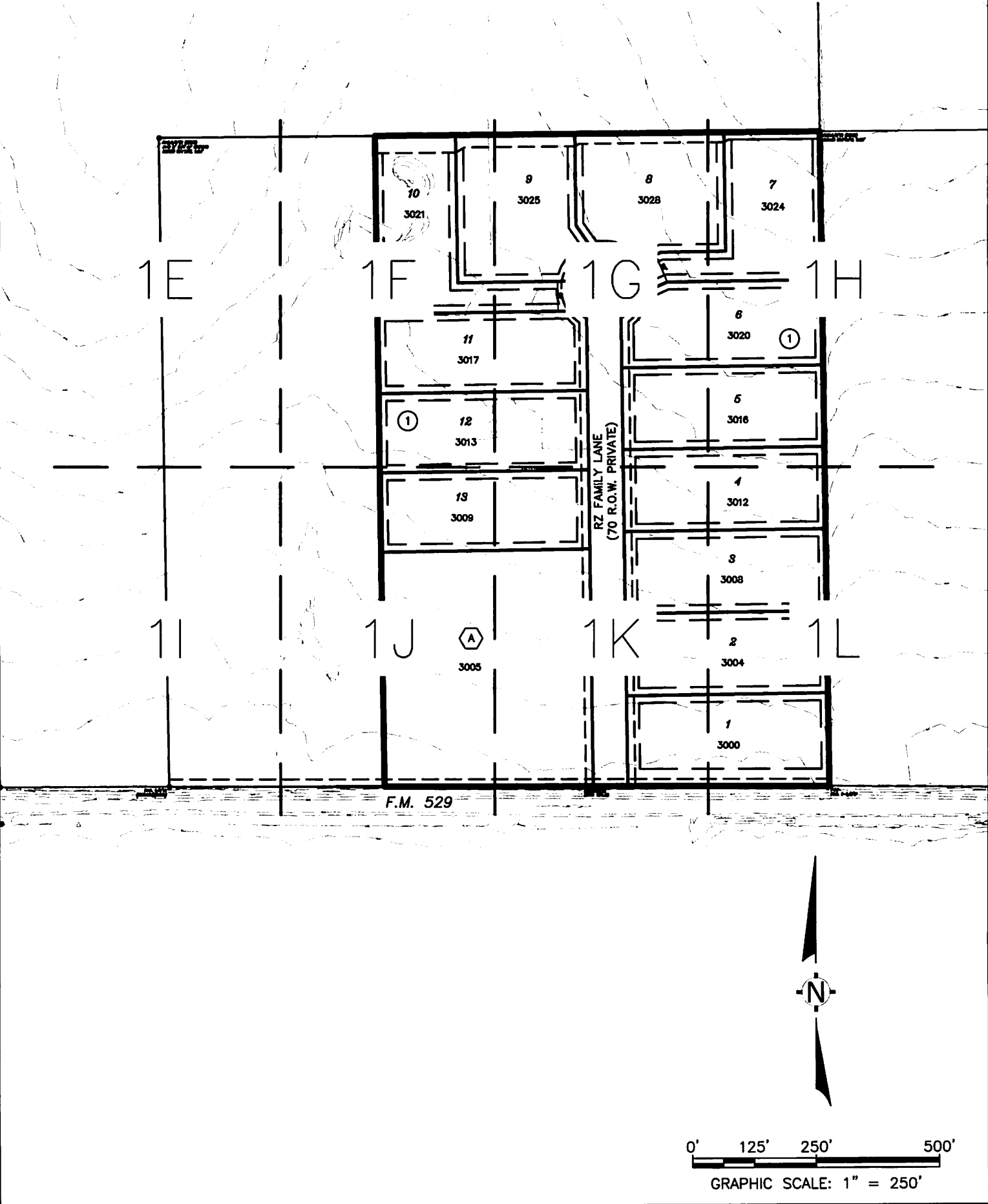
Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) above the 500-year floodplain elevation. No development permits will be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

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.

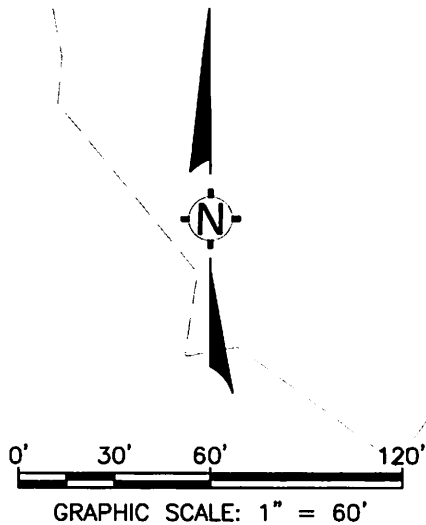
- 1. There is a fifteen feet (15') unobstructed utility easement along all property lines adjacent to all existing publicly dedicated roads bordering the subdivision and public roads within the subdivision dedicated by this plat.
- 2. There is a twenty feet (20') wide unobstructed utility easement for guy, 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.
- 3. San Bernard Electric Cooperative, Inc. is granted the right to build and maintain utilities on, across, along, upon, over, above and under all publicly dedicated road right-of-ways in this subdivision, in order to provide electric and other services to lots as it becomes necessary.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. All above descriptions are further described and locations indicated on plat drawing.

DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: NOT TO SCALE			
SHEET 1C OF 1			

SIMARRON ESTATES



DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=250'			
SHEET 1D OF 1			



FND.1/2"IR (BENT)
AND 2' OUT OF GROUND
BEARS S71°16'E, 1.06'

N88°12'17"E
435.64'

REMAINDER
NOT IN PROJECT
13.00 AC.

RESIDUE OF A
CALLED 160 ACRES
VERN GUINN
AND
MARY HELEN GUINN
VOL. 1209, PG. 713
O.P.R.W.C.T.
EXECUTED 05-27-2010

H. & T. C.R.R. SURVEY No. 37
ABSTRACT No. 132

40.05 ACRES
(1,744,386 SQ. FT.)

CALLED 40.0458 ACRES
SIMARRON, LLC
DOC. No. 2109273
O.P.R.W.C.T.
EXECUTED 08-09-2021

N 02°08'44" W 1,300.74'

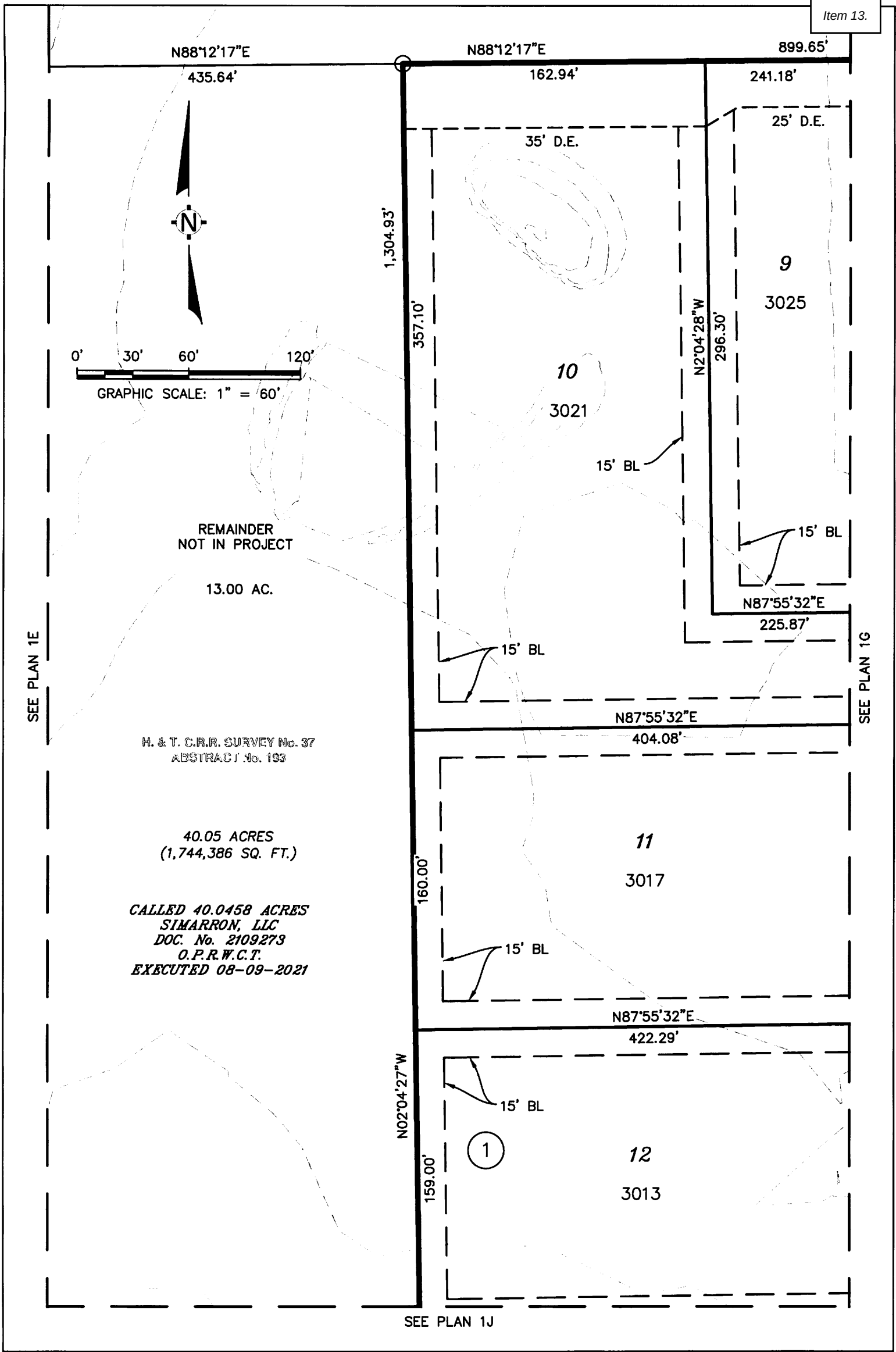
PROJECT BENCHMARK
5/8" IRON ROD W/ CAP MARKED
"GEOSOLUTIONS" LOCATED NEAR THE
NORTH RIGHT OF WAY OF FM 529,
APPROXIMATELY 505- FEET WEST OF THE
SOUTHEAST CORNER OF THE SUBJECT
TRACT

NORTHING: 13,893,594.05
EASTING: 2,928,952.56
ELEVATION: 194.95 (NAVD 88)

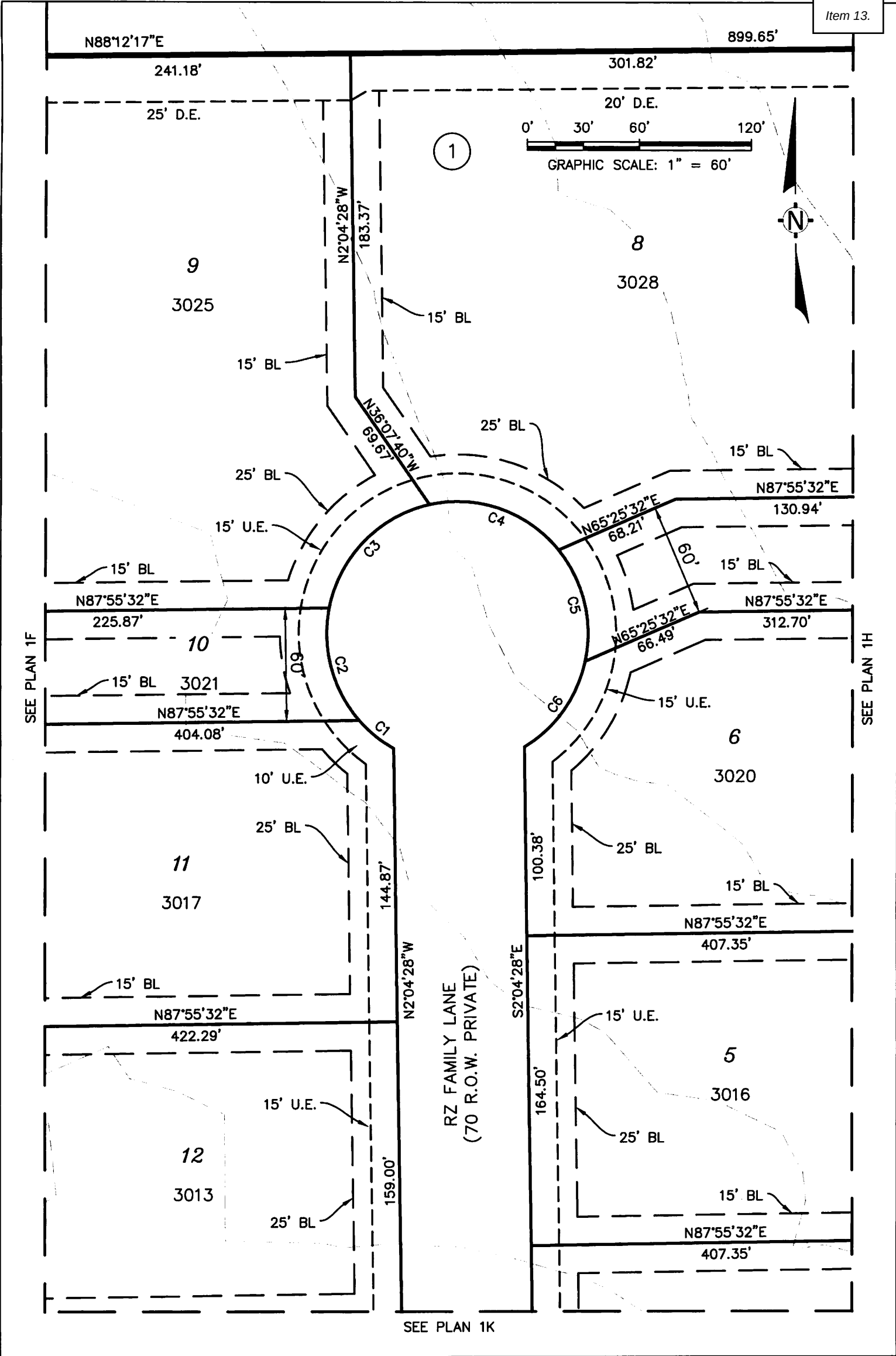
SEE PLAN 1F

SEE PLAN 1I

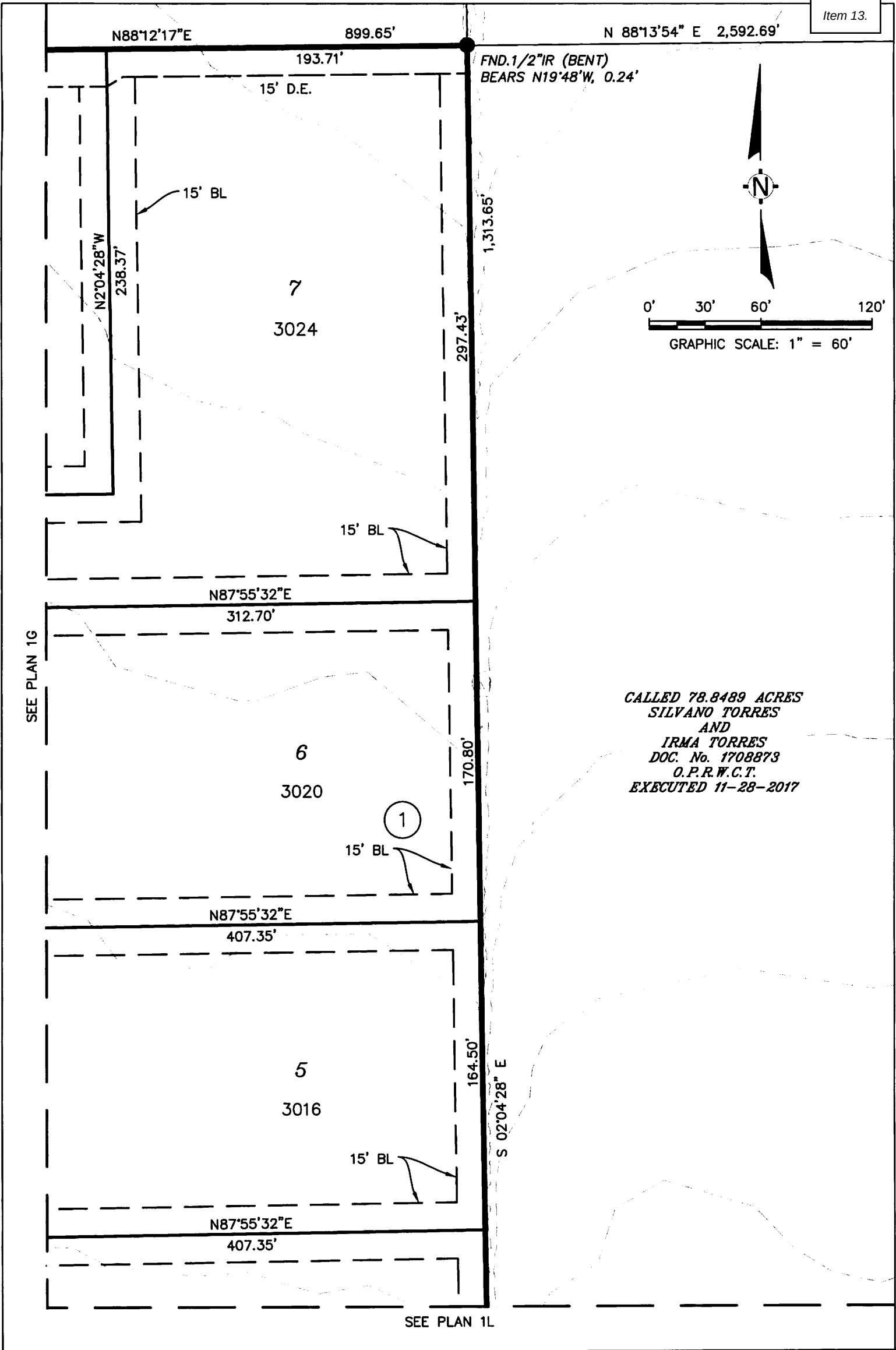
DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=60'			
SHEET 1E OF 1			



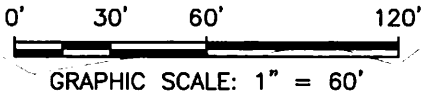
DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=60'			
SHEET 1F OF 1			



DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=60'			
SHEET 1G OF 1			



DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=60'			
SHEET 1H OF 1			



GRAPHIC SCALE: 1" = 60'

RESIDUE OF A
CALLED 160 ACRES
VERN GUINN
AND
MARY HELEN GUINN
VOL. 1209, PG. 713
O.P.R.W.C.T.
EXECUTED 05-27-2010

N 02°08'44" W 1,300.74'

REMAINDER
NOT IN PROJECT
13.00 AC.

H. & T. C.R.R. SURVEY No. 37
ABSTRACT No. 193

40.05 ACRES
(1,744,386 SQ. FT.)

CALLED 40.0458 ACRES
SIMARRON, LLC
DOC. No. 2109273
O.P.R.W.C.T.
EXECUTED 08-09-2021

SEE PLAN 1J

15' WIDE SAN BERNARD ELEC.
COOP., INC. ESMT
VOL. 1171, PG. 117
W.C.O.R.

FND. 1/2"IR W/CAP
STAMPED "RPLS 2732"

S 88°38'25" W 341.54'

FND. 1/2"IR
(SMOOTH)(BENT)

S88°45'37"W 434.06'

F.M. 529

(NO DEED OF RECORD FOUND)
(AS MONUMENTED) (WIDTH VARIES)
A STATE MAINTAINED ROAD AS SHOWN ON TxDOT ROW MAP
CSJ No. 3047-2-1

DATE: DECEMBER, 2024

SCALE: 1"=60'

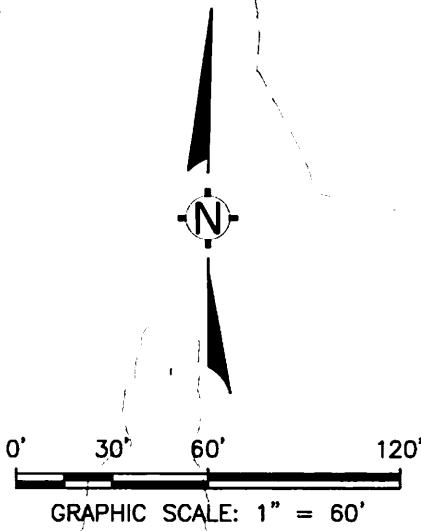
SHEET 11 OF 1

OWNER/DEVELOPER:
JUVENAL RODRIGUEZ
SIMARRON, LLC

SIMARRON ESTATES

SURVEYING AND MAPPING, LLC
25211 GROGANS MILL ROAD, SUITE 375
THE WOODLANDS, TEXAS 77380
TEXAS FIRM REGISTRATION NO. 10064300

SEE PLAN 1F



REMAINDER
NOT IN PROJECT

13.00 AC.

H. & T. C.R.R. SURVEY No. 37
ABSTRACT No. 193

40.05 ACRES
(1,744,386 SQ. FT.)

***CALLED 40.0458 ACRES
SIMARRON, LLC
DOC. No. 2109273
O.P.R.W.C.T.
EXECUTED 08-09-2021***

15' WIDE SAN BERNARD ELEC.
COOP., INC. ESMT
VOL. 1171, PG. 117
W.C.O.R.

1,304.93'

159.00'

N87°55'32"E 422.29'

13

3009

15' BL

N87°55'32"E
422.29'

469.83'

N02°04'27"W



3005

S88°45'37"W 434.06'

422.33'

S88°45'37"W

F.M. 529

(NO DEED OF RECORD FOUND)
(AS MONUMENTED) (WIDTH VARIES)
A STATE MAINTAINED ROAD AS SHOWN ON TxDOT ROW MAP
CSJ No. 3047-2-1

SEE PLAN 1I

SEE PLAN 1K

DATE: DECEMBER, 2024

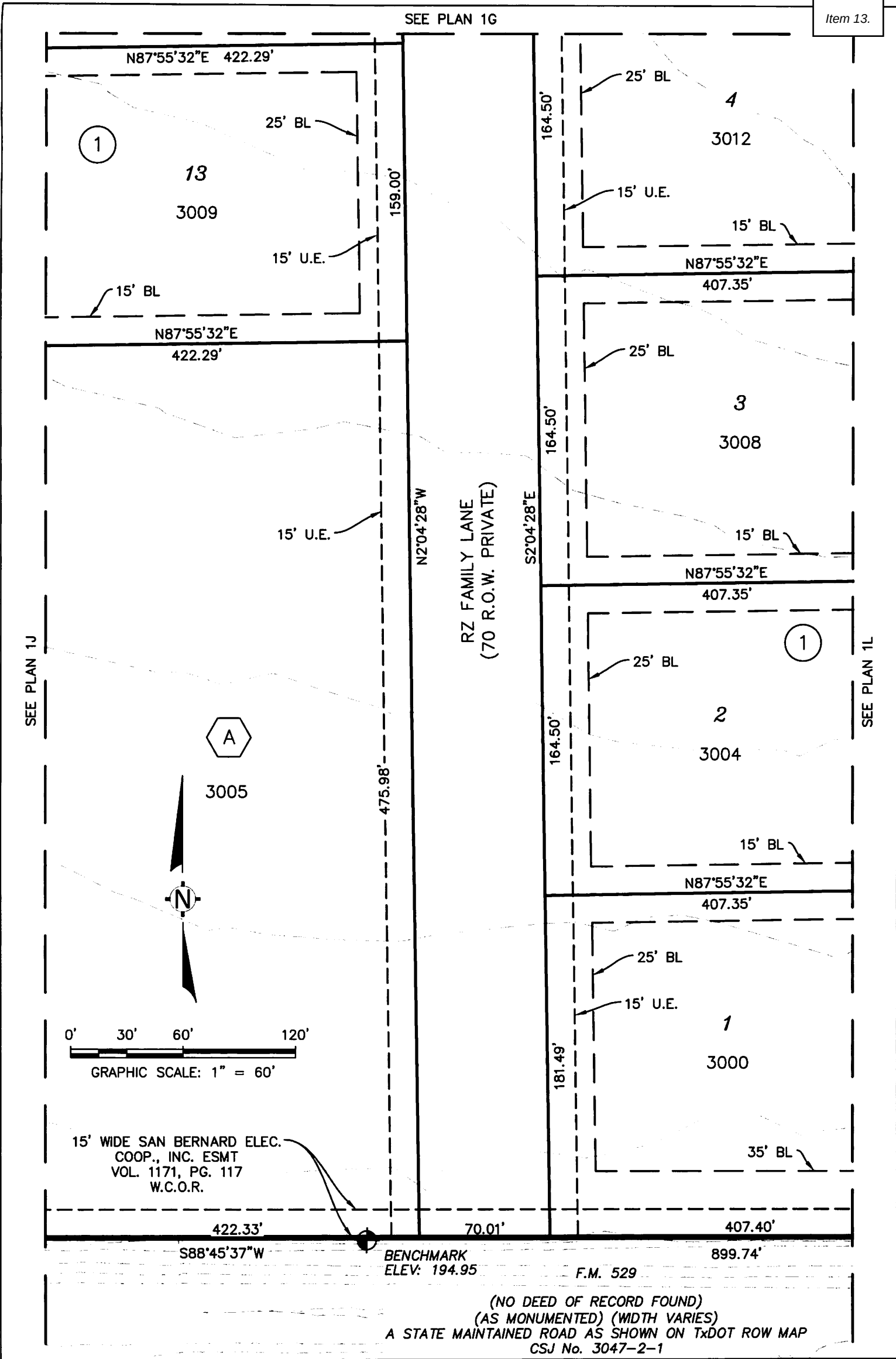
SCALE: 1"=60'

SHEET 1J OF 1

OWNER/DEVELOPER:
JUVENAL RODRIGUEZ
SIMARRON, LLC

SIMARRON ESTATES

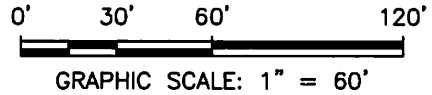
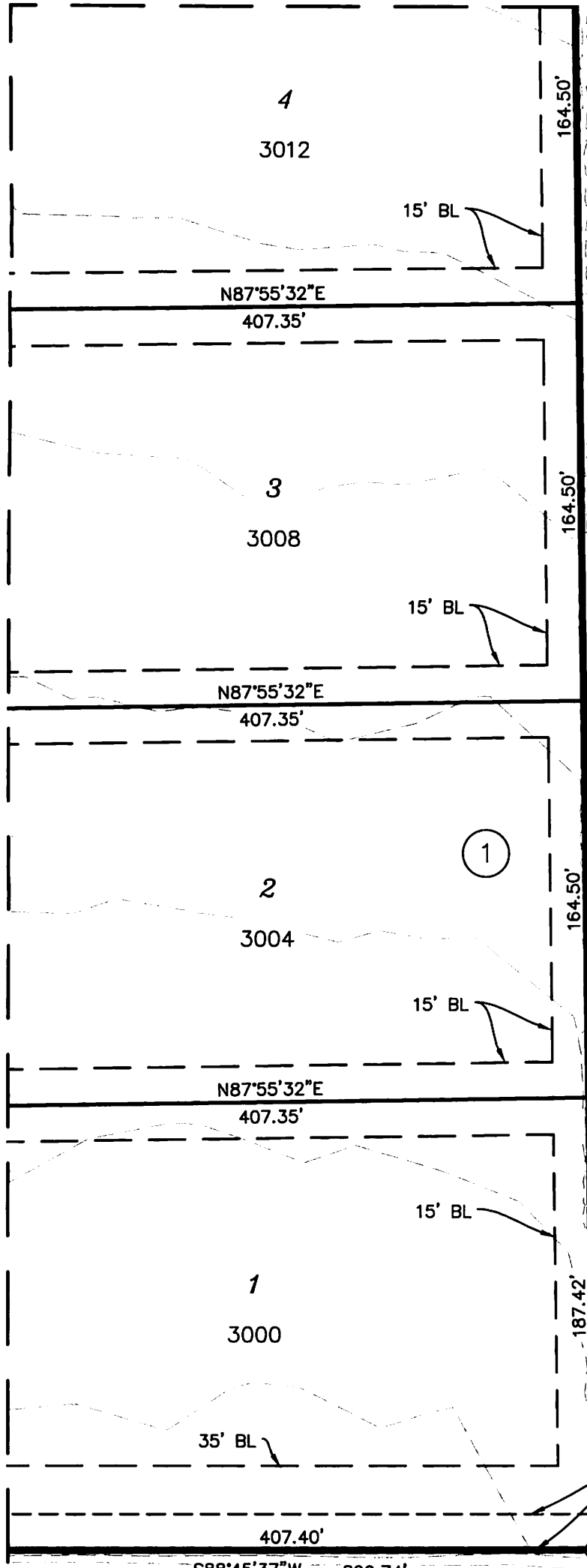
SURVEYING AND MAPPING, LLC
25211 GROGANS MILL ROAD, SUITE 375
THE WOODLANDS, TEXAS 77380
TEXAS FIRM REGISTRATION NO. 10064300



DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=60'			
SHEET 1K OF 1			

SEE PLAN 1H

SEE PLAN 1K



*CALLED 78.8489 ACRES
SILVANO TORRES
AND
IRMA TORRES
DOC. No. 1708873
O.P.R.W.C.T.
EXECUTED 11-28-2017*

15' WIDE SAN BERNARD ELEC.
COOP., INC. ESMT
VOL. 1171, PG. 117
W.C.O.R.

POB
FND. 1-1/2"IP

(NO DEED OF RECORD FOUND)
(AS MONUMENTED) (WIDTH VARIES)
A STATE MAINTAINED ROAD AS SHOWN ON TxDOT ROW MAP
CSJ No. 3047-2-1

DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: 1"=60'			
SHEET 1L OF 1			

We, Simarron, LLC, a Texas Limited Liability Company, acting by and through its officers,

Juvenal Rodriguez, Antonio Rodriguez, and N/A

N/A hereinafter referred to as owners of the property subdivided, in this plat of Simarron Estates, make subdivision of the property according to the lines, lots, buildings lines, streets, alleys, parks and easements as shown, and except where private dedication is specifically indicated do dedicate to the public, the streets, alleys, parks, and easements shown, and waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the 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.

We, the aforementioned, do hereby covenant and agree that those streets located within the boundaries of this plat specifically noted as private streets, shall be hereby established and maintained as private streets by the owners, heirs, and assigns to property located within the boundaries of this plat and always available for the general use of said owners and to the public for firemen, firefighting equipment, police and other emergency vehicles of whatever nature at all times and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so designated and established as private streets.

There is also dedicated for utilities, an aerial easement five (5) feet wide taken from a plane twenty (20) feet above the ground, located to all utility easements shown hereon.

Further, all parcels of land designated as lots in the above and foregoing plat are originally intended for the construction of residential dwelling units and accessory buildings thereon.

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 reinforced concrete pipe), unless specified by the County Road Administrator, or County Engineer. Culverts and bridges must be used for all driveways and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Floodplain Administrator for all development.
5. The property subdivided herein is further restricted in its use as specified in the Declaration of Covenants, Conditions, and Restrictions as filed separately for record in Instrument Number: 2415463 in the Official Public Records of Waller County, Texas. A copy of said restrictions will be furnished by the aforesaid (Simarron, LLC), to the purchaser of each and every lot in the subdivision prior to culmination of each sale.
6. There are no underground pipelines within the confines of this subdivision except as shown on the above plat.
7. There shall be no sanitary sewer system or any water well constructed within 50 feet of any lot line that does not adjoin a public road.

In Testimony, hereto, the Simarron, LLC a Texas Limited Liability Company, authorized representative has caused these presents be signed

by: Juvenal Rodriguez, Antonio Rodriguez, thereunto authorized,

Attested by: Texas Driver's License, Texas Driver's License

this 19 day of Dec, 2024.

Simarron, LLC
A Texas Limited Liability Company

By: Juvenal Rodriguez

Attest: Antonio Rodriguez

owner
Name and Title

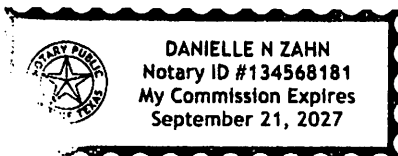
owner
Name and Title

STATE OF TEXAS }

COUNTY OF WALLER }

BEFORE ME, the undersigned authority, on N/A this N/A day N/A personally appeared Juvenal Rodriguez, Antonio Rodriguez, and N/A known to me, to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and considerations therein expresses, and in the capacity therein and herein stated, and as the act and deed of said company.

Given under my hand and seal of office, this 19th day of December 2024.



Danielle N. Zahn
Notary Public In and For Waller County, Texas

DATE: DECEMBER, 2024

SCALE: NOT TO SCALE

SHEET 1M OF 1

OWNER/DEVELOPER:

JUVENAL RODRIGUEZ
SIMARRON, LLC

SIMARRON ESTATES

SURVEYING AND MAPPING, LLC
25211 GROGANS MILL ROAD, SUITE 375
THE WOODLANDS, TEXAS 77380
TEXAS FIRM REGISTRATION NO. 10064300

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

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

No portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel # 275 of 425, 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 # 275 of 425, dated 2/18/2009.



12/19/24

Steve Chruszczak, Registered Professional Land Surveyor
TX Registration No. 5937



DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: NOT TO SCALE			
SHEET 1N OF 1			

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

J. Ross McCall, P.E.
County Engineer

APPROVED by Commissioners Court of Waller County, Texas, this ____ day of _____, 2025 A.D.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

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

Privately maintained paved streets:

Simarron, LLC, 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 Simarron, LLC and/or the Simarron Estates Homeowners 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. Simarron, LLC and all future owners of property within this subdivision shall look solely to Simarron, LLC and/or the Simarron Estates Homeowners Association for future maintenance and repair of the roads and streets shown on this Subdivision.

STATE OF TEXAS }

COUNTY OF WALLER }

BEFORE ME, the undersigned authority, on this day personally appeared _____, and _____, known to me, to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and considerations therein expresses, and in the capacity therein and herein stated, and as the act and deed of said company.

Given under my hand and seal of office, this ____day of _____, 2025.

Notary Public In and For Waller County, Texas

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

By: _____

Clerk of the County Court
Waller County, Texas

Deputy

DATE: DECEMBER, 2024	OWNER/DEVELOPER: JUVENAL RODRIGUEZ SIMARRON, LLC	SIMARRON ESTATES	SURVEYING AND MAPPING, LLC 25211 GROGANS MILL ROAD, SUITE 375 THE WOODLANDS, TEXAS 77380 TEXAS FIRM REGISTRATION NO. 10064300
SCALE: NOT TO SCALE			
SHEET 10 OF 1			



Item 14.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Northeast Commercial Development

Date: March 5, 2025

Background

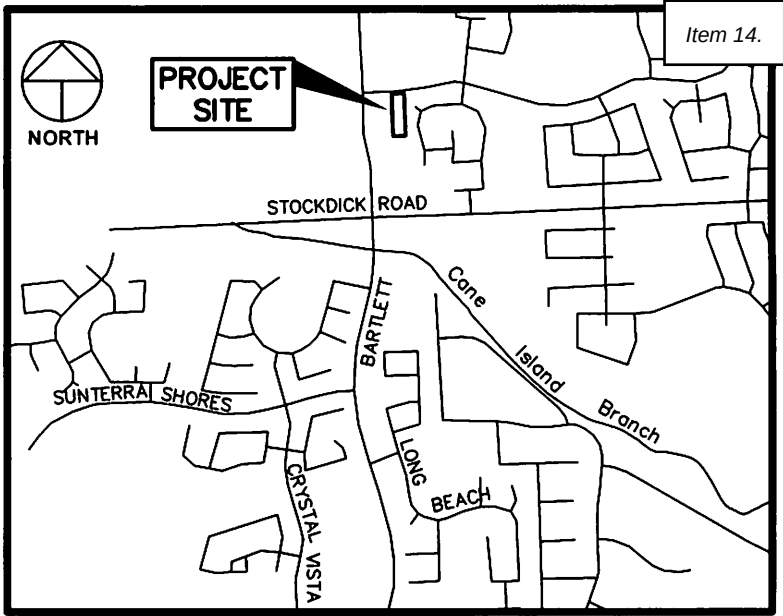
Final Plat of Sunterra Northeast Commercial Development which consists of 1.301 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat

ABBREVIATIONS

- A.E. - AERIAL EASEMENT
- D.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- FND - FOUND
- W.C.C.F. - WALLER COUNTY CLERK FILE
- W.C.D.R. - WALLER COUNTY DEED RECORDS
- W.C.M.R. - WALLER COUNTY MAP RECORDS
- W.C.P.R. - WALLER COUNTY PLAT RECORDS
- IR - IRON ROD
- NO. - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- AC. - ACRES
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- B.L. - BUILDING LINE
- W.L.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- U.E. - UTILITY EASEMENT
-  - SET 5/8" CAPPED IR "WINDROSE"



WALLER COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2000'

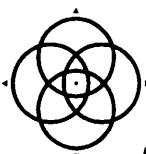
BENCHMARK PUBLISHED ELEVATION - 156.48'
HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 190105 BEING AN ALUM ROD
STAMPED 190105 LOCATED FROM THE INTERSECTION OF CLAY ROAD AND PITTS
ROAD, TRAVEL NORTH APPROXIMATELY 0.2 MILES TO THE BRIDGE.

TEMPORARY BENCHMARK "A" ELEVATION - 163.93'
COMMENCING AT THE NORTHEAST CORNER OF A CALLED 2.29 ACRE TRACT, AS
RECORDED UNDER W.C.C.F. NO 2203434. SOUTH 49 DEG. 46 MIN 48 SEC. EAST, A
DISTANCE OF 54 FEET TO A BOX CUT ON CURB INLET ON THE NORTH SIDE OF
PROPOSED STOCKDICK SCHOOL ROAD.

Owner / Developer
MH SUNTERRA HOLDINGS LLC
6003 Isla Vista Ct
Houston Tx 77041
832-858-5016
Chris@NobleMerchantProperties.com

Engineer
ALJ LINDSEY, LLC
18635 N. Eldridge Parkway, Ste. 200
Tomball, TX 77377
281-301-5955
DDenton@aljindsey.com

Surveyor



WINDROSE
LAND SURVEYING | PLATTING

FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

PROPOSED SITE USE:
COMMERCIAL DEVELOPMENT

FINAL PLAT OF
SUNTERRA NORTHEAST
COMMERCIAL DEVELOPMENT

A SUBDIVISION OF
1.301 AC. / 56,664 SQ. FT.
SITUATED IN THE H. & T. C. RR. CO.
SURVEY NO. 129, ABSTRACT NO. 204
WALLER COUNTY, TEXAS

I BLOCK I RESERVE
JANUARY 2025

We, MH SUNTERRA HOLDINGS LLC, acting by and through MALABAR HILL CAPITAL LLC, its General Partner, acting by and through PARVEZ MERCHANT and MOUNANG DESAI, owner, hereinafter referred to as the Owners of the 1.301 acre tract described in the above and foregoing map of SUNTERRA NORTHEAST COMMERCIAL DEVELOPMENT, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'0") for ten feet (10'0") back-to-back ground easements, or eight feet (8'0") for fourteen feet (14'0") back-to-back ground easements or seven feet (7'0") for sixteen feet (16'0") back-to-back ground easements, from a plane sixteen feet (16'0") above 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 easements totals thirty feet (30'0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1- 3/4) square feet (18" diameter) with culverts or bridges to be provided for all the private driveways or walkways crossing such drainage facilities.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

IN TESTIMONY WHEREOF, MH SUNTERRA HOLDINGS LLC, acting by and through MALABAR HILL CAPITAL LLC, its General Partner, has caused these presents to be signed by PARVEZ MERCHANT and MOUNANG DESAI, thereunto authorized, this

the 23rd day of January, 2025

MH SUNTERRA HOLDINGS LLC

By: MALABAR HILL CAPITAL LLC, its General Partner

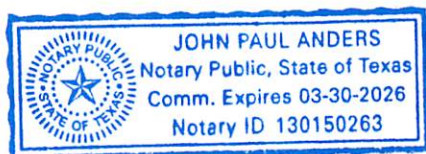

PARVEZ MERCHANT
Manager

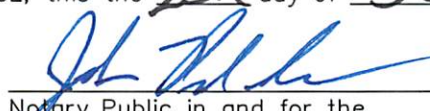

MOUNANG DESAI
Manager

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared PARVEZ MERCHANT and MOUNANG DESAI of MALABAR HILL CAPITAL LLC, 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 and in the capacity therein and herein expressed, and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of January, 2025.



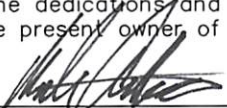

Notary Public in and for the
State of Texas
03/30/2026
My Commission Expires:

FINAL PLAT OF
**SUNTERRA NORTHEAST
COMMERCIAL DEVELOPMENT**

A SUBDIVISION OF
1.301 AC. / 56,664 SQ. FT.
SITUATED IN THE H. & T. C. RR. CO.
SURVEY NO. 129, ABSTRACT NO. 204
WALLER COUNTY, TEXAS

I BLOCK I RESERVE
JANUARY 2025

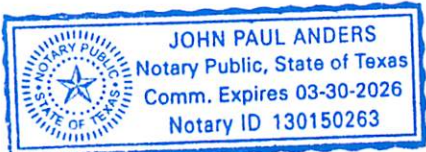
I, Kyle Atchison of Frost Bank, Owner and Holder of a lien against the property described in the plat known as SUNTERRA NORTHEAST COMMERCIAL DEVELOPMENT, said lien being evidenced by instrument of record in the Clerk's File No. 2300916 of the O.P.R.O.R.P. of Waller County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and I hereby confirm that Frost Bank is the present owner of said lien and have not assigned the same nor any part thereof.


KYLE ATCHISON
Senior Vice President
Frost Bank

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Kyle Atchison of Frost Bank, 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.

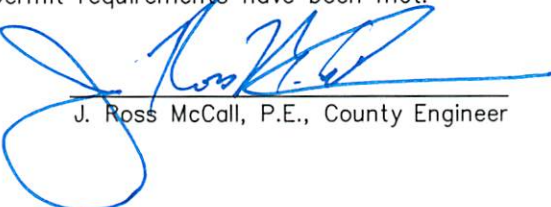
GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 17th day of January, 2025




Notary Public in and for the
State of Texas
03/30/2026
My Commission Expires:

I, J. Ross McCall, P.E., County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County, at such time this plat was approved. No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

2-14-25
Date

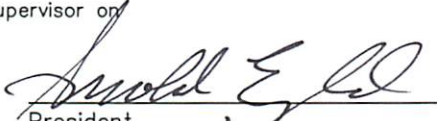
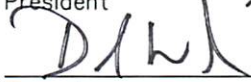

J. Ross McCall, P.E., County Engineer

I, LUCAS G. DAVIS, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.




LUCAS G. DAVIS
Registered Professional Land Surveyor
Texas Registration No. 6599

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2024-72

Approved by the Board of Supervisor on
10-28-24
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 REVIEWER 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 PLAT 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.

FINAL PLAT OF
**SUNTERRA NORTHEAST
COMMERCIAL DEVELOPMENT**

A SUBDIVISION OF
1.301 AC. / 56,664 SQ. FT.
SITUATED IN THE H. & T. C. RR. CO.
SURVEY NO. 129, ABSTRACT NO. 204
WALLER COUNTY, TEXAS

I BLOCK I RESERVE
JANUARY 2025

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

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith, P.E., RLPS
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 Regulation, in this regard.

Privately maintained paved streets: M H Sunterra Holdings LLC, 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 M H Sunterra Holdings LLC and/or the Property Owner's 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. M H Sunterra Holdings LLC and all future owners of property within this subdivision shall look solely to M H Sunterra Holdings LLC and/or the Property Owner's Association for future maintenance and repair of the roads and streets shown on this Subdivision.

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that
the within instrument with its certificate of authentication was filed for registration in my office
on _____, 20__, at _____ o'clock__M., and duly recorded
on _____, 20__, at _____ o'clock__M., and under File
No. _____ of the Official Public Records of Waller County, Texas.

Debbie Hollan
County Clerk

By: _____
Deputy

FINAL PLAT OF
**SUNTERRA NORTHEAST
COMMERCIAL DEVELOPMENT**

A SUBDIVISION OF
1.301 AC. / 56,664 SQ. FT.
SITUATED IN THE H. & T. C. RR. CO.
SURVEY NO. 129, ABSTRACT NO. 204
WALLER COUNTY, TEXAS

I BLOCK I RESERVE
JANUARY 2025

DESCRIPTION

A TRACT OR PARCEL CONTAINING 1.301 ACRES OR 56,664 SQUARE FEET OF LAND BEING OUT OF A CALLED 12.28 ACRE TRACT, DESCRIBED IN A DEED TO MH SUNTERRA HOLDINGS, LLC, AS RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2300914, SITUATED IN THE H. & T. C. RR. CO. SURVEY NO. 129, ABSTRACT NO. 204, WALLER COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT FOUND CAPPED 5/8-INCH IRON ROD STAMPED "QUIDDITY END" ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF TANTARA BEND DRIVE (60 FOOT R.O.W.) AS RECORDED UNDER PLAT NO. 2215870, WALLER COUNTY PLAT RECORDS (W.C.P.R.), FOR THE NORTHWEST CORNER OF RESERVE "D", SUNTERRA SEC. 50, MAP OR PLAT THEREOF AS RECORDED UNDER PLAT NO. 2215869, W.C.P.R., AND THE NORTHEAST CORNER OF SAID 12.28 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 01 MIN. 40 SEC. EAST, ALONG SAID SUNTERRA SEC. 50 TRACT, A DISTANCE OF 443.26 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET, ON THE WEST LINE OF LOT 37 OF SAID SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID CALLED 12.28 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 87 DEG. 58 MIN. 20 SEC. WEST, A DISTANCE OF 128.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 02 DEG. 01 MIN. 40 SEC. WEST, A DISTANCE OF 442.32 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET, ON THE SAID SOUTH R.O.W. LINE SAID OF TANTARA BEND DRIVE FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 39 MIN. 15 SEC. EAST, ALONG SOUTH R.O.W. LINE OF SAID TANTARA BEND DRIVE OF A DISTANCE OF 105.04 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET, TO THE BEGINNING OF TANGENT CURVE TO THE LEFT;

THENCE, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,130.00 FEET, A CENTRAL ANGLE OF 01 DEG. 09 MIN. 51 SEC., AN ARC LENGTH OF 22.96 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87 DEG. 04 MIN. 20 SEC. EAST, - 22.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.301 ACRES OR 56,664 SQUARE FEET OF LAND.

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1.301 AC. / 56,664 SQ. FT.
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SURVEY NO. 129, ABSTRACT NO. 204
WALLER COUNTY, TEXAS

I BLOCK I RESERVE
JANUARY 2025

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GENERAL NOTES

1. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD83).
2. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN THE CITY PLANNING LETTER, FILE NO. 2791023-01477, DATED MARCH 8, 2023, AND IS SUBJECT TO THE LIMITATIONS OF THAT LETTER.
3. ALL COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83), AND MAY BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR - 0.999899866.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WALLER COUNTY, TEXAS, MAP NO. 48473C0375E AS REVISED BY LOMR CASE NO. 22-06-27777P, EFFECTIVE DATE NOVEMBER 20, 2023, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY AND HAS NOT BEEN FIELD VERIFIED. 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 WINDROSE LAND SERVICES.
5. NO PIPELINES OR PIPELINE EASEMENTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT.
6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.
8. ALL PROPERTY CORNERS ARE MARKED WITH A 5/8-INCH CAPPED IRON ROD STAMPED "WINDROSE", UNLESS OTHERWISE INDICATED.
9. THIS PROPERTY IS FULLY LOCATED WITHIN THE CITY OF HOUSTON ETJ, WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, HARRIS-WALLER MUD #4, AND KATY INDEPENDENT SCHOOL DISTRICT.
10. UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, WALLER COUNTY, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
11. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE NEW FENCING.
12. IT IS TO BE UNDERSTOOD THAT THE APPROVAL OF THE PRELIMINARY PLAT BY BKDD DOES NOT CONSTITUTE OFFICIAL ACCEPTANCE OF THE PROPOSE DEVELOPMENT BY BKDD BUT DOES CONSTITUTE AN AUTHORIZATION TO BEGIN AND PROCEED WITH THE PREPARATION OF THE DRAINAGE PLANS AND PLAT.
13. THE APPLICANT SHALL NOT USE THIS PRELIMINARY APPROVAL TO COMMENCE ANY CONSTRUCTION ACTIVITIES UNTIL THE FINAL DRAINAGE PLANS AND PLAT HAVE BEEN APPROVED AND ACCEPTED IN OFFICIAL ACTIONS BY THE DISTRICT AND FROM ANY GOVERNING ENTITY WITH JURISDICTION.
14. SUBJECT TO SHORT FORM BLANKET EASEMENT RECORDED UNDER W.C.C.F. NO. 2208302.

**FINAL PLAT OF
SUNTERRA NORTHEAST
COMMERCIAL DEVELOPMENT**

**A SUBDIVISION OF
1.301 AC. / 56,664 SQ. FT.
SITUATED IN THE H. & T. C. RR. CO.
SURVEY NO. 129, ABSTRACT NO. 204
WALLER COUNTY, TEXAS**

**I BLOCK I RESERVE
JANUARY 2025**

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RESTRICTED RESERVE "A", BLOCK 1
SUNTERRA BEND DRIVE STREET DEDICATION AND RESERVES
PLAT NO. 2215870, W.C.P.R.

Item 14.

TANTARA BEND DRIVE
60' R.O.W.
PLAT NO. 2215870, W.C.P.R.

FND 5/8" CAPPED
IR "QUIDDITY ENG"
X: 2,965,219.565 (GRID)
Y: 13,869,629.721 (GRID)

N 87°39'15" E
105.04'

RESERVE "D"

221.50'



C1



5'x5' W.M.E.
W.C.C.F. NO. _____
5'x5' W.M.E.
W.C.C.F. NO. _____
10' STM. S.E.
W.C.C.F. NO. _____
PRIVATE
25' B.L.

44

43

42

41

40

39

38

37

36

RESERVE "A"
1.301 AC.
56,664 SQ. FT.
COMMERCIAL

2171 TANTARA BEND DR.
KATY TX 77493

PRIVATE 15' STM. S.E.
W.C.C.F. NO. _____

S 02°01'40" E 442.32'

S 02°01'40" E 443.26'

SUNTERRA SEC. 50
PLAT NO. 2215869, W.C.P.R.

N 87°58'20" E 128.00'

S 16°28' E 853.5'

STOCKDICK SCHOOL ROAD
100' R.O.W.
FILE NO. 2208260, W.C.P.R.
FILE NO. 2301831, W.C.P.R.

T.B.M. "A"

FINAL PLAT OF
**SUNTERRA NORTHEAST
COMMERCIAL DEVELOPMENT**

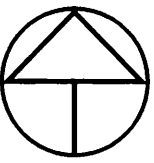
A SUBDIVISION OF
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JANUARY 2025

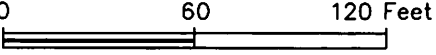
CALLED 12.28 ACRES
MH SUNTERRA HOLDINGS, LLC
W.C.C.F. NO. 2300914

FUTURE BARTLETT ROAD

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1,130.00'	1°09'51"	22.96'	N 87°04'20" E	22.96'



NORTH



GRAPHIC SCALE: 1" = 60'

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-New Day Ranches

Date: March 5, 2025

Background

Final Plat of New Day Ranches Subdivision which consists of 46.716 acres will include 33 Lots, 1 Block and 1 Reserve (5.48 acres) in Precinct 2.

Staff Recommendation

Approve Plat and accept Subdivision Bond

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF WALLER

I, JOHN WOMACK, OWNER / OPERATOR, OF JRW TX II, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF NEW DAY RANCHES, MAKE SUBDIVISION OF THE PROPERTY ON BEHALF OF THE CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN AND DEDICATED TO THE PUBLIC. THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN AND WAVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO THE GRADES, AND BING OURSELVES OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

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 REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER, CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS, ALTHOUGH DIP-STYLE DRIVEWAYS ARE ENCOURAGED WHERE APPROPRIATE.

4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS/PERMIT EXEMPTIONS FROM THE COUNTY FLOODPLAIN ADMINISTRATION 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 _____ OF THE DEED RECORDS OF WALLER COUNTY, TEXAS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE A/FOR SAID (CORPORATION NAME) TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.

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

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

IN TESTIMONY, HERETO, THE JRW TX II, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED TO BE SIGNED BY JOHN WOMACK, ITS OWNER / OPERATOR, ATTESTED, THIS 14TH DAY OF February, 2025.

JRW TX II, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

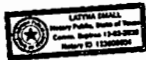
John Womack
JOHN WOMACK
OWNER / OPERATOR

THE STATE OF TEXAS
COUNTY OF Waller

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN WOMACK, OWNER / OPERATOR, OF JRW TX II, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME FOR PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14TH DAY OF February, 2025.

Notary Public in and for
MONTGOMERY COUNTY, TEXAS



APPROVED BY COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS THIS DAY
OF 20

JOHN A. ANGLES
COMMISSIONER, PRE-DISTRICT 1

WALTER E. SMITH, P.E., RPLS
COMMISSIONER, PRE-DISTRICT 2

GABRIEL J. DUBON III
COUNTY JUDGE

KENNEDY D. JONES
COMMISSIONER, PRE-DISTRICT 3

JUSTIN BECKENDORFF
COMMISSIONER, PRE-DISTRICT 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 8 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS. IN THIS REGARD:

PRIVATELY MAINTAINED PAVED STREETS

[OWNER] 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, UNLESS [OWNER] AND/OR [HOMEOWNERS 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. [OWNER] AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO [OWNER] AND/OR [HOMEOWNERS ASSOCIATION] FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

LIENHOLDERS ACKNOWLEDGEMENT

1. (OR WE), PAMELA A. HOUSE, AKA PAMELA A. LOFTIN, OWNER AND HOLDER (OR OWNERS AND HOLDERS) OF A LIEN (OR LIENS) AGAINST THE ABOVE-DESCRIBED PROPERTY, THE LIEN (OR LIENS), BEING EVIDENCED BY AN INSTRUMENT OF RECORD IN CLERK'S FILE NUMBERS, 2022022297, AND 2022022298, OF THE MORTGAGE RECORDS OF WALLER COUNTY, TEXAS, SUBORDINATE TO THE SUBDIVISION AND DEDICATION OF THE LIEN (OR LIENS), AND I (OR WE) CONFIRM THAT I AM (OR WE) THE PRESENT OWNER (OR OWNERS) OF THE LIEN (OR LIENS) AND HAVE NOT ASSIGNED THE SAME, NOR ANY PART.

BY *Pamela A. House*

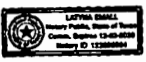
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED PAMELA A. HOUSE, AKA PAMELA A. LOFTIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED SAME FOR PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14TH DAY OF February, 2025.

Notary Public in and for
MONTGOMERY COUNTY, TEXAS



CERTIFICATE OF COUNTY ENGINEER

I, J. ROSS MCCALL, COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGUN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

DATE 02-14-2025 J. ROSS MCCALL, COUNTY ENGINEER

SEPTIC SYSTEM CERTIFICATION

THIS IS TO CERTIFY THAT NEW DAY RANCHES SUBDIVISION LIES IN THE ADA 3003 CAL 303 FORMATION. FORMATIONS, THIS THESE SOIL FORMATIONS HAS HAVE A STRATA TO A DEPTH OF 48 INCHES. SUITABLE SYSTEMS IN THIS THESE FORMATIONS CAN BE CONVENTIONAL GRAVITY FLOW SEPTIC SYSTEMS, ATB'S, AND LOW PRESSURE DRAINAGE SYSTEMS.

Jose McLawry
1/24/25
NAME OF REGISTERED ENGINEER AND NO. 152973
DATE 02-14-2025

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

PER TEXAS ADMINISTRATIVE CODE 285.4, FACILITY PLANNING (C) REVIEW OF SUBDIVISION OR DEVELOPMENT PLANS, PERSONS PROPOSING RESIDENTIAL SUBDIVISIONS, MANUFACTURED HOUSING COMMUNITIES, MULTI-UNIT RESIDENTIAL DEVELOPMENTS, BUSINESS PARKS, OR OTHER SIMILAR STRUCTURES THAT USE OSS'S FOR SEWAGE DISPOSAL, SHALL SUBMIT PLANNING MATERIALS FOR THESE DEVELOPMENTS TO THE PERMITTING AUTHORITY AND RECEIVE APPROVAL PRIOR TO SUBMITTING AN OSS APPLICATION.

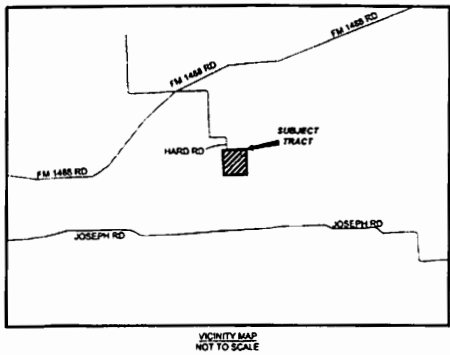
THE STATE OF TEXAS
COUNTY OF WALLER

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, AT O'CLOCK, M., IN VOLUME PAGE OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY DEPUTY



FIELD NOTE DESCRIPTION OF 46.716 ACRES IN THE GEORGE W. CLARY SURVEY, ABSTRACT NUMBER 108, WALLER COUNTY, TEXAS, BEING A 46.716 TRACT OF LAND, SITUATED IN THE GEORGE W. CLARY SURVEY, ABSTRACT NUMBER 108, WALLER COUNTY, TEXAS, BEING ALL OF THAT SAME CALLED 46.721 ACRE TRACT DESCRIBED UNDER CLERK'S FILE NUMBER 2022297, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.), SAID 46.716 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY VETTES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/4 INCH IRON PIPE FOUND IN THE SOUTHERLY LINE OF THAT CERTAIN CALLED 7.840 ACRE TRACT DESCRIBED IN INSTRUMENT TO KENNETH A. MILLER AND EVELYN P. MILLER, RECORDED UNDER CLERK'S FILE NUMBER 953197, O.P.R.W.C.T., FOR THE COMMON NORTHERLY CORNER BETWEEN SAID 46.721 ACRE TRACT AND THAT CERTAIN CALLED 23.016 ACRE TRACT DESCRIBED IN INSTRUMENT TO KENNETH A. MILLER AND EVELYN P. MILLER, RECORDED UNDER CLERK'S FILE NUMBER 962033, O.P.R.W.C.T., BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE NORTH 87°53'50" EAST, 198.92 FEET, WITH THE COMMON LINE BETWEEN SAID 46.721 ACRE TRACT AND SAID 7.840 ACRE TRACT, GENERALLY ALONG AND WITH A FENCE, TO A 1 INCH IRON PIPE FOUND FOR THE COMMON SOUTHERLY CORNER OF HARD ROAD AND SAID 7.840 ACRE TRACT, BEING AN ANGLE POINT IN THE NORTHERLY LINE OF SAID 46.721 ACRE TRACT AND THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE NORTH 87°19'02" EAST, 87.98 FEET, WITH THE COMMON LINE BETWEEN SAID HARD ROAD AND SAID 46.721 ACRE TRACT, TO A 1/4 INCH IRON PIPE FOUND FOR THE COMMON SOUTHERLY CORNER OF SAID HARD ROAD AND THAT CERTAIN CALLED 23.016 ACRE TRACT DESCRIBED IN INSTRUMENT TO NATASHA DANIEL GRAY, RECORDED UNDER CLERK'S FILE NUMBER 20190304, O.P.R.W.C.T., BEING AN ANGLE POINT IN THE NORTHERLY LINE OF SAID 46.721 ACRE TRACT AND THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE NORTH 88°07'18" EAST, 1137.26 FEET, WITH THE COMMON LINE BETWEEN SAID 46.721 ACRE TRACT AND SAID 23.016 ACRE TRACT, GENERALLY ALONG AND WITH A FENCE, TO A 1 INCH IRON PIPE FOUND IN THE WESTERLY LINE OF THAT CERTAIN CALLED 24.895 ACRE TRACT DESCRIBED IN INSTRUMENT TO LAWRENCE B. SNOW, RECORDED UNDER CLERK'S FILE NUMBER 970223, O.P.R.W.C.T., FOR THE COMMON EASTERLY CORNER OF SAID 46.721 ACRE TRACT AND SAID 23.016 ACRE TRACT, BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE SOUTH 02°33'04" EAST, 1457.11 FEET, WITH THE WESTERLY LINE OF SAID 24.895 ACRE TRACT AND ANOTHER CALLED 24.895 ACRE TRACT DESCRIBED IN INSTRUMENT TO WILLIAM P. SNOW, RECORDED UNDER VOLUME 562, PG. 803, O.P.R.W.C.T., COMMON TO THE EASTERLY LINE OF SAID 46.721 ACRE TRACT, TO A 1/4 INCH IRON PIPE FOUND WITH CAP STAMPED "TIPS 100334-07 SET IN THE NORTHERLY LINE OF THAT CERTAIN CALLED 16.00 ACRE TRACT DESCRIBED IN INSTRUMENT TO CHARLES O. THOMAS AND PHYLLIS THOMAS, RECORDED IN VOLUME 282, PAGE 851, OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, BEING THE COMMON SOUTHERLY CORNER OF SAID 46.721 ACRE TRACT AND SAID WILLIAM P. SNOW TRACT, BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE NORTH 84°48'15" WEST, 43.47 FEET, WITH THE COMMON LINE BETWEEN SAID 46.721 ACRE TRACT AND SAID 16.00 ACRE TRACT, TO A 1 INCH IRON PIPE FOUND FOR THE COMMON CORNER OF SAID 46.721 ACRE TRACT, SAID 16.00 ACRE TRACT, AND THAT CERTAIN CALLED 26.95 ACRE TRACT DESCRIBED IN INSTRUMENT TO NATASHA DANIEL GRAY, RECORDED UNDER VOLUME 112, PG. 47, O.P.R.W.C.T., BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE SOUTH 88°05'58" WEST, 988.75 FEET, WITH THE COMMON LINE BETWEEN SAID 46.721 ACRE TRACT AND SAID 26.95 ACRE TRACT, TO A 1/4 INCH IRON PIPE FOUND WITH CAP STAMPED "TIPS 100334-07 SET FOR THE COMMON CORNER OF THE SAME, BEING A SOUTHERLY ANGLE CORNER OF THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE SOUTH 87°42'28" WEST, 358.45 FEET, CONTINUING WITH SAID COMMON LINE TO A 1 INCH IRON PIPE FOUND (BENT) FOR THE COMMON SOUTHERLY CORNER OF SAID 46.721 ACRE TRACT AND SAID 23.016 ACRE TRACT, BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED 46.716 ACRE TRACT.

THENCE NORTH 02°43'02" WEST, 1432.85 FEET, WITH THE COMMON LINE BETWEEN SAID 46.721 ACRE TRACT AND SAID 23.016 ACRE TRACT, GENERALLY ALONG AND WITH A FENCE, TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 46.716 ACRES OF LAND WITHIN THIS FIELD NOTE DESCRIPTION.

THIS FIELD NOTE DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND ON FEBRUARY 19, 2023, BY TEXAS PROFESSIONAL SURVEYING, L.L.C., REGISTERED PROFESSIONAL LAND SURVEYORS AND IS REFERENCED TO SURVEY DRAWING PROJECT NUMBER 30980.

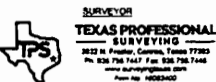
BEARINGS AND DISTANCES RECITED HEREIN ARE BASED ON GPS OBSERVATIONS AND REFERENCE THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), GRID MEASUREMENTS.

FINAL PLAT OF
NEW DAY RANCHES

BEING A SUBDIVISION OF 46.716 ACRES SITUATED IN THE G.W. CLARY SURVEY, ABSTRACT NO. 108, WALLER COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 46.721 ACRE TRACT DESCRIBED IN DEED RECORDED IN CLERK'S FILE NUMBER 2022297, OF THE OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS.

33 LOTS 1 BLOCK 1 RESERVE (5.48 ACRES)
FEBRUARY 2025

OWNER
JOHN R. WOMACK
JRW TX II, L.L.C.
29209 SHEFFIELD RD
HOCKLEY, TX 77447
JOHNWOMACK171@GMAIL.COM
(832) 823-5919



EMAIL: PLATTING@SURVEYINGINTEXAS.COM

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



Daniel A. Johnson
DANIEL A. JOHNSON
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, TEXAS



Item 16.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Bluestem Phase 2 Detention Reserve

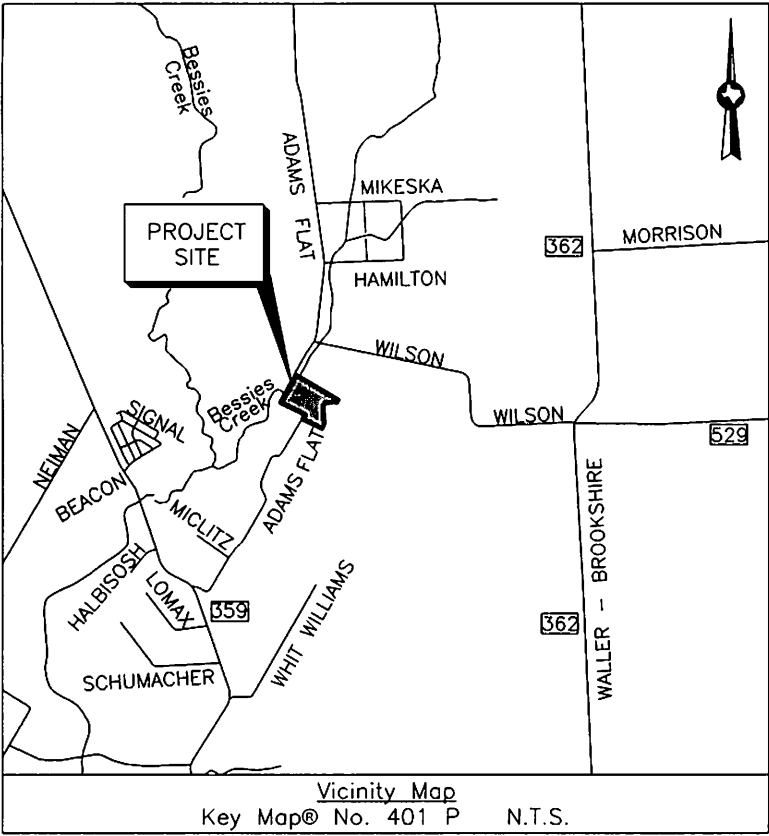
Date: March 5, 2025

Background

Final Plat of Bluestem Phase 2 Detention Reserve which consists of 28.452 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat



FINAL PLAT OF BLUESTEM PHASE 2 DETENTION RESERVE

BEING A SUBDIVISION OF 28.452 ACRES OUT OF
THE WILLIAM B. ELLIS SURVEY, A-127,
WALLER COUNTY, TEXAS.

1 BLOCK 1 RESERVE

OWNER

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

We, Bluestem Development Company LLC, a Texas limited liability company owner (or owners) of the property subdivided in the above map of the Bluestem Phase 2 Detention Reserve, 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 Bluestem Development Company LLC, a Texas limited liability company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.
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 12th day of February, 2025

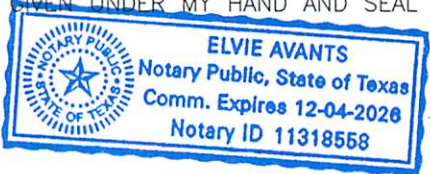
OWNER
Bluestem Development Company LLC,
a Texas limited liability company

BY: 
Daniel K. Signorelli, Manager
Bluestem Development Company LLC

STATE OF TEXAS §
COUNTY OF Montgomery

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of February, 2025




Notary Public in and for the State of Texas
My Commission expires: 12.04.2026

I, J. Ross McCall, P.E., County Engineer of Waller County, Texas, certify that the plat of this subdivision conforms with all existing rules and regulations of Waller County. Item 16.

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

Date

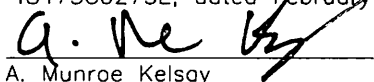
J. Ross McCall, P.E.,
County Engineer

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

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

A 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.

A 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



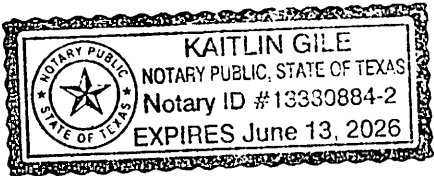
STATE OF TEXAS X
COUNTY OF Harris X

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 3rd day of February, 2025



Notary Public in and for the State of Texas
My Commission expires: 6/13/26



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

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.

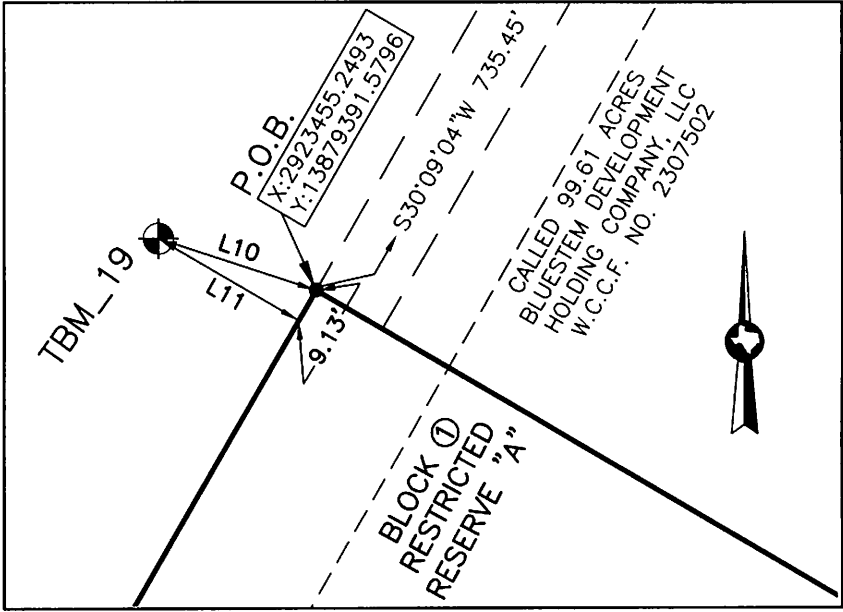
NOTES:

- (1) B.L. indicates Building Line
C.I.P. indicates Capped Iron Pipe
FND indicates Found
I.R. indicates Iron Rod
N.T.S. indicates Not To Scale
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.O.C. indicates Point Of Commencing
SQ.FT. indicates Square Feet
U.E. indicates Utility Easement
VOL. indicates Volume
W.C.C.F. NO. indicates Waller County Clerk's File Number
W.C.D.R. indicates Waller County Deed Records
- (2) All easements extend equidistant from either side of the property and lot lines unless otherwise noted.
- (3) All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). Scale factor = 0.999906628611.
- (4) Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- (5) 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.
- (6) There are no pipelines or pipeline easements within the boundaries of this plat.
- (7) Right-of-way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
- (8) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0275E and Map No. 48473C0350E, dated February 18, 2009, the subject property appears to be within Unshaded Zone "X", defined as areas outside the 0.2% annual chance floodplain; Shaded Zone "X", defined as areas of 0.2% annual chance flood; Zone "AE", defined as areas of 1% annual chance flood; and Zone "AE" floodway, defined as the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment. 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.
- (9) The property subdivided in the foregoing plat lies in Waller County, Waller County M.U.D. No. 41 and Royal Independent School District.
- (10) A subdivision variance has been approved to allow a minimum lot width of 40' by Waller County Commissioners Court on July 28, 2021.
- (11) A subdivision variance has been approved to allow a minimum right-of-way width of 60' to 50' by Waller County Commissioners Court on July 28, 2021.
- (12) A subdivision variance has been approved to allow a cul-de-sac right-of-way radius of 50' with a corresponding 42' pavement radius by Waller County Commissioners Court on July 28, 2021.
- (13) A subdivision variance has been approved to allow a minimum centerline radius of 300 feet with a minimum tangent of 50 feet between the reverse curves by Waller County Commissioners Court on March 2, 2022.

OWNER'S RESPONSIBILITIES:

Item 16.

- (1) No structure in this subdivision shall be occupied until connected to a public sewer system which has been approved and permitted by Waller County Environmental Department.
- (2) No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system.
- (3) In a subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality as meeting minimum standards for water utility service, the Commissioners Court may require a limited fire suppression system that requires a developer to construct:
- (a) For a subdivision of fewer than 50 houses, 2,500 gallons of storage; or
 - (b) For a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water system or 5,000 gallons of storage.
- (4) Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain elevation. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.). Contact the County Engineer's Office for specific information.
- (5) The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by Commissioners Court. Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the Developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the streets. The County will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets.
- (6) The County assumes no responsibility for the accuracy of representations by other parties on the plat. Floodplain data, in particular, may change depending on subsequent development.
- (7) The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.
- (8) The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Bluestem Development Company LLC, a Texas Limited Liability Company, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.
- (9) Include certification that the subdivider has complied with the requirements of Section 232.032 and that:
- (A) the water quality and connections to the lots meet, or will meet, the minimum state standards;
 - (B) sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
 - (C) electrical connections provided to the lot meet, or will meet, the minimum state standards; and
 - (D) gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S29°28'45"W	84.49'
L2	N82°20'26"W	90.13'
L3	S83°19'49"W	253.65'
L4	S35°37'46"W	106.25'
L5	S26°01'38"W	143.70'
L6	N32°36'27"E	108.93'
L7	N21°26'47"W	66.52'
L8	N50°06'18"W	17.24'
L9	N04°17'26"W	20.72'
L10	N72°00'11"W	43.34'
L11	N59°50'56"W	42.37'

DETAIL
TEMPORARY BENCHMARK (TBM) 19
(SEE SHEET 8)
SCALE: 1"=50'
A 5/8" BLUE CAPPED IRON ROD
STAMPED "E.H.R.A. 713-784-4500"
ELEV.=150.11'
PROJECT BENCHMARK: NGS NO. AW2192
ELEV. 203.756'

FIELD NOTES of a 28.452 acre tract of land situated in the William B. Ellis Survey Abstract No. 127, Waller County, Texas; said 28.452 acre tract of land being out of and a part of the residue of a called 99.61 acre tract of land as conveyed to Bluestem Development Holding Company, LLC and recorded under Waller County Clerk's File No. (W.C.C.F. No.) 2307502; said 28.452 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 = 0.999906628611.

COMMENCING at 1/2-inch iron rod found at the Northwest corner of a called 10.00 acre tract of land as conveyed to Brent and Julie Watts and recorded in W.C.C.F. No. 1701713 and in the Easterly right-of-way line of Adams Flat Road (width varies as occupied) at the intersection with the Southerly right-of-way line of Wilson Road (width varies as occupied) as recorded in Volume 184, Page 589 of the Waller County Deed Records.

THENCE S 30°07'33" W, along the Westerly line of said 10 acre tract and the Easterly right-of-way line of said Adams Flat Road a distance of 356.81 feet to the Southwest corner of said 10 acre tract and the Northwest corner of said 99.61 acre tract.

THENCE S 30°09'04" W, along the Westerly line of said 99.61 acre tract, the Westerly line of said 99.61 acre tract a distance of 735.45 feet to the Northwest corner of this tract of land and the POINT OF BEGINNING.

THENCE Along the Easterly line of this tract of land the following courses and distances:

- 1) THENCE S 59°51'12" E along the Northerly line of this tract of land a distance of 1,442.56 feet to the Northeast corner of this tract of land.

THENCE along the Southeasterly line of this tract of land the following courses and distances:

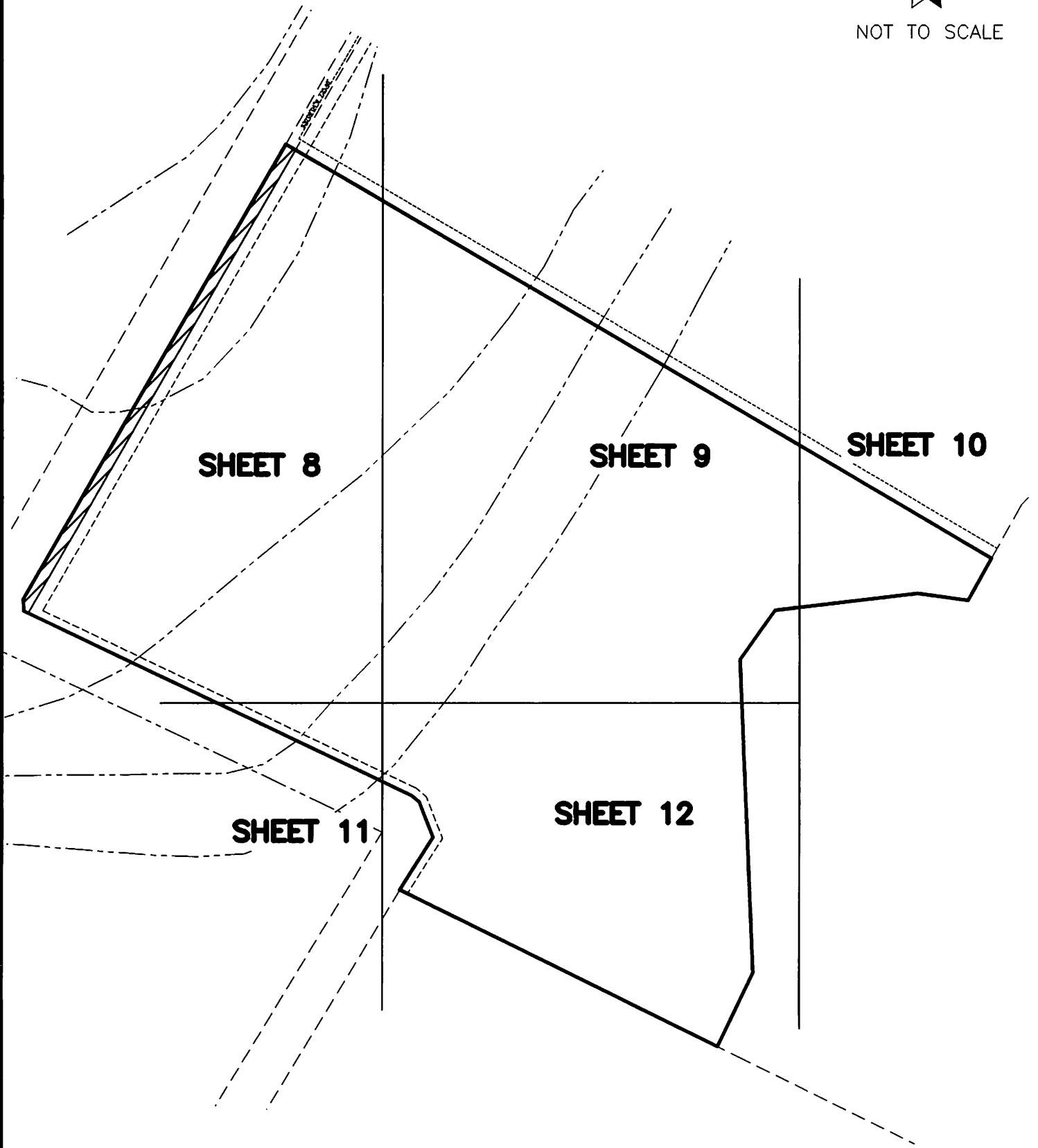
- 2) S 29°28'45" W, a distance of 84.49 feet to an angle point.
- 3) N 82°20'26" W, a distance of 90.13 feet to an angle point.
- 4) S 83°19'49" W, a distance of 253.65 feet to an angle point.
- 5) S 35°37'46" W, a distance of 106.25 feet to an angle point.
- 6) S 02°26'53" E, a distance of 548.71 feet to an angle point.
- 7) S 26°01'38" W, a distance of 143.70 feet to the Southeast corner of this tract of land, in the Southerly line of said 99.61 acre tract and in the Northerly line of a called 109.974 acre tract as conveyed to Jamie Denslow Peay and recorded in W.C.C.F. No. 901420.

THENCE along the Southwesterly line of this tract of land, the Northerly line of said 109.974 acre tract and the Northeasterly right-of-way line of said Adams Flat Road the following courses and distances:

- 8) N 63°58'22" W, a distance of 624.71 feet to an angle point, being in the Northeasterly right-of-way line of said Adams Flat Road.
- 9) N 32°36'27" E, a distance of 108.93 feet to an angle point.
- 10) N 21°26'47" W, a distance of 66.52 feet to an angle point.
- 11) N 50°06'18" W, a distance of 17.24 feet to an angle point.
- 12) N 64°43'00" W, a distance of 756.51 feet to the South Southeast corner of this tract of land and in the Easterly right-of-way line of said Adams Flat Road.
- 13) THENCE N 04°17'26" W along the Westerly line of this tract of land, the Westerly line of said 99.61 acre tract and the Easterly line of said Adams Flat Road a distance of 20.72 feet to an angle point.
- 14) THENCE N 30°09'04" E, a distance of 921.18 feet to the PLACE OF BEGINNING; containing within said boundaries a calculated area of 28.452 acres (1,239,351 sq. ft.) of land.



NOT TO SCALE



WILSON ROAD
WIDTH VARIES (AS OCCUPIED)
VOL. 184, PG. 589 W.C.D.R.

ADAMS FLAT ROAD
WIDTH VARIES (AS OCCUPIED)
S30°07'33"W 356.81'

P.O.C.
FND. 1/2" I.R.
X:2924003.6822
Y:13880336.0484

CALLLED 10.00 ACRES
BRENT WATTS AND JULIE WATTS
W.C.C.F. NO. 1701713

P.O.B.
X:2923455.2493
Y:13879391.5796

20' SAN BERNARD ELECTRIC
COOPERATIVE, INC. EASEMENT
W.C.C.F. NO. 2400920

MATCH LINE "A"

S59°51'12"E 1442.56'

TBM 19
(SEE SHEET 5) 4

18,662 SQUARE FEET IS HEREBY
DEDICATED TO THE PUBLIC FOR
RIGHT-OF-WAY PURPOSES

20' B.L.

ZONE AE

ZONE AE FLOODWAY

N30°09'04"E 921.18'

BLOCK ①

RESTRICTED RESERVE "A"
RESTRICTED TO LANDSCAPE, OPEN SPACE,
RECREATION, DRAINAGE, DETENTION & UTILITY USES
28.023 ACRES
(1,220,688 SQ. FT.)

ADAMS FLAT ROAD
WIDTH VARIES (AS OCCUPIED)

20' B.L.

67

N64°43'00"W 756.51'

ADAMS FLAT ROAD
WIDTH VARIES (AS OCCUPIED)

ZONE AE FLOODWAY
ZONE AE

MATCH LINE (SHEET 11)

MATCH LINE (SHEET 9)

0' 100'
SCALE: 1" = 100'

JANUARY, 2025

OWNER:
BLUESTEM DEVELOPMENT
COMPANY LLC,
A TEXAS LIMITED
LIABILITY COMPANY

FINAL PLAT OF
BLUESTEM PHASE 2
DETENTION RESERVE

EHRA

ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
plattling@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

SHEET 8 OF 12



SCALE: 1" = 100'

20' SAN BERNARD ELECTRIC
COOPERATIVE, INC. EASEMENT
W.C.C.F. NO. 2400920

CALLED 99.61 ACRES
BLUESTEM DEVELOPMENT
HOLDING COMPANY, LLC
W.C.C.F. NO. 2307502

RESERVE "A"
BLOCK 1
BLUESTEM PHASE 1 DETENTION RESERVE
FILE NO. 2404839 O.P.R.W.C.

S59°51'12"E
1,422.56'

1442.56'

ZONE AE FLOODWAY
ZONE AE

ZONE X (SHADED)
ZONE X

BLOCK ①

RESTRICTED RESERVE "A"
RESTRICTED TO LANDSCAPE, OPEN SPACE,
RECREATION, DRAINAGE, DETENTION & UTILITY USES
28.023 ACRES
(1,220,688 SQ. FT.)

L4

MATCH LINE (SHEET 8)

MATCH LINE (SHEET 10)

MATCH LINE (SHEET 12)

JANUARY, 2025

OWNER:
BLUESTEM DEVELOPMENT
COMPANY LLC,
A TEXAS LIMITED
LIABILITY COMPANY

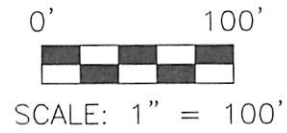
FINAL PLAT OF
BLUESTEM PHASE 2
DETENTION RESERVE



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
plattling@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

SHEET 9 OF 12



RESERVE "A"
BLOCK 1
BLUESTEM PHASE 1 DETENTION RESERVE
FILE NO. 2404839 O.P.R.W.C.

MATCH LINE (SHEET 9)

S59°51'12"E 1442.56'
1,422.56'

BLOCK ①

RESTRICTED RESERVE "A"
RESTRICTED TO LANDSCAPE,
OPEN SPACE, RECREATION,
DRAINAGE, DETENTION &
UTILITY USES
28.023 ACRES
(1,220,688 SQ. FT.)

20' SAN BERNARD ELECTRIC
COOPERATIVE, INC. EASEMENT
W.C.C.F. NO. 2400920

CALLED 99.61 ACRES
BLUESTEM DEVELOPMENT
HOLDING COMPANY, LLC
W.C.C.F. NO. 2307502

X:2924702.5727
Y:13878667.1746

L1

L2

L3

L4

MATCH LINE (SHEET 12)

CALLED 99.61 ACRES
BLUESTEM DEVELOPMENT
HOLDING COMPANY, LLC
W.C.C.F. NO. 2307502

JANUARY, 2025

OWNER:
BLUESTEM DEVELOPMENT
COMPANY LLC,
A TEXAS LIMITED
LIABILITY COMPANY

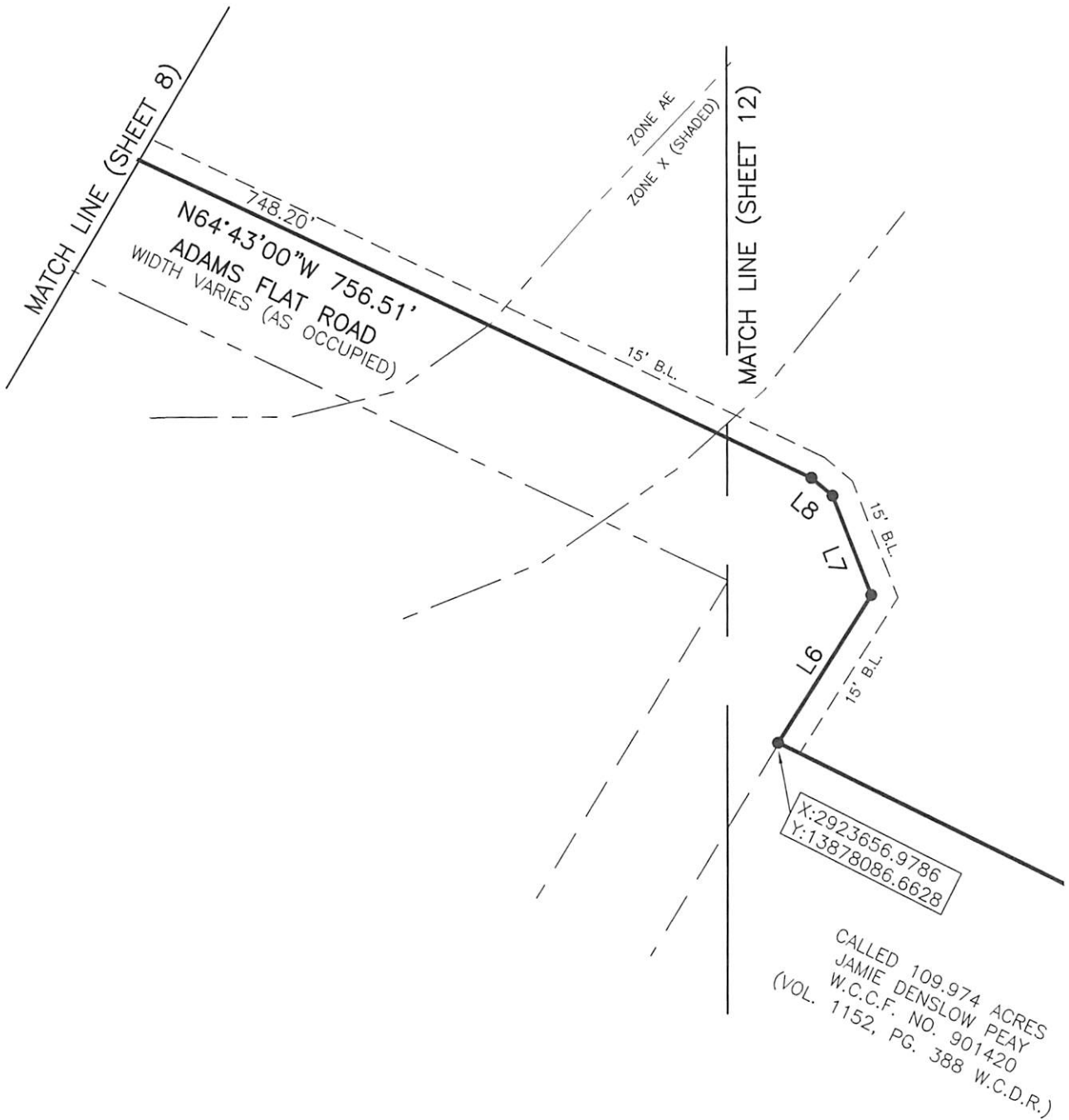
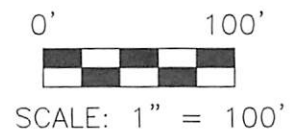
FINAL PLAT OF
BLUESTEM PHASE 2
DETENTION RESERVE



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
plattting@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

SHEET 10 OF 12



JANUARY, 2025

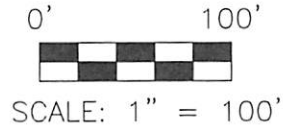
OWNER:
BLUESTEM DEVELOPMENT
COMPANY LLC,
A TEXAS LIMITED
LIABILITY COMPANY

FINAL PLAT OF
BLUESTEM PHASE 2
DETENTION RESERVE



ENGINEERING THE FUTURE
SINCE 1936

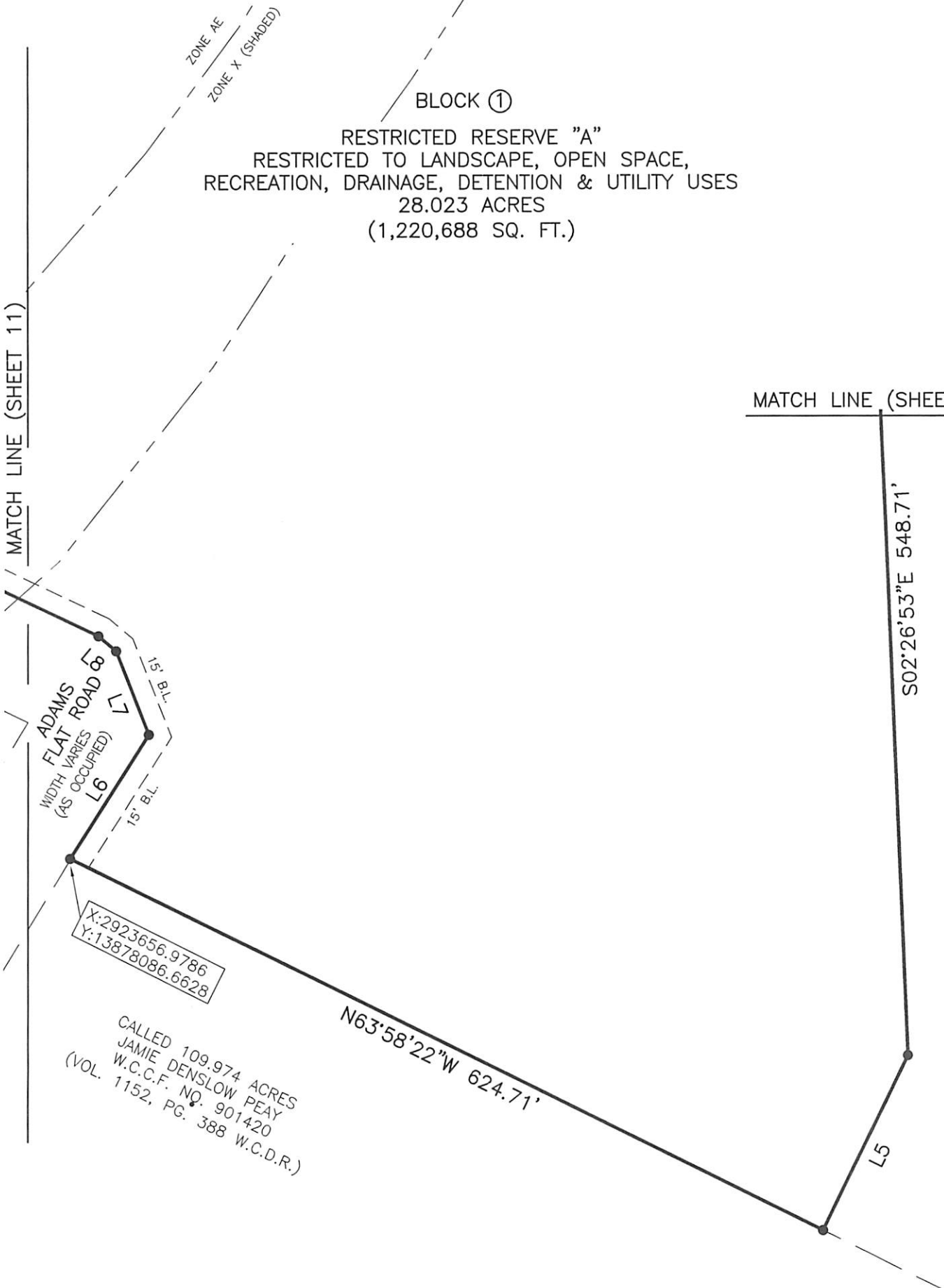
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
plattting@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300



BLOCK ①
RESTRICTED RESERVE "A"
RESTRICTED TO LANDSCAPE, OPEN SPACE,
RECREATION, DRAINAGE, DETENTION & UTILITY USES
28.023 ACRES
(1,220,688 SQ. FT.)

MATCH LINE (SHEET 11)

MATCH LINE (SHEET 10)



JANUARY, 2025

OWNER:
BLUESTEM DEVELOPMENT
COMPANY LLC,
A TEXAS LIMITED
LIABILITY COMPANY

FINAL PLAT OF
BLUESTEM PHASE 2
DETENTION RESERVE



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
plattling@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

SHEET 12 OF 12



Item 17.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Houston Oaks Section Six Amending Plat No. 3

Date: March 5, 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:

- THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS, ETC., EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
- ALL STOCK ANIMALS, HORSES, AND FOWL, SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
- 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.
- PROPERTY OWNERS WILL OBTAIN CLASS "B" BUILDING PERMITS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR, FOR ALL BUILDING CONSTRUCTION WITHIN THE 100-YEAR FLOOD PLAIN.
- 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 903, PAGE 515; 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 2307981, 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.
- 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.
- 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, 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.

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:

- 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.
- 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.
- 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.
- 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.
- A CENTRAL OFF-SITE SANITARY SEWER PLANT WILL PROVIDE SANITARY SEWER FOR THIS SUBDIVISION. INDIVIDUAL SEPTIC SYSTEMS ON LOTS ARE NOT ALLOWED.
- ALL LOTS ARE SUBJECT TO A TEN (10) FOOT SIDE LOT BUILDING LINE.
- THERE ARE NO KNOWN PIPELINES NOR KNOWN PIPELINE EASEMENTS CROSSING THE SUBJECT PLAT.
- 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.
- --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.

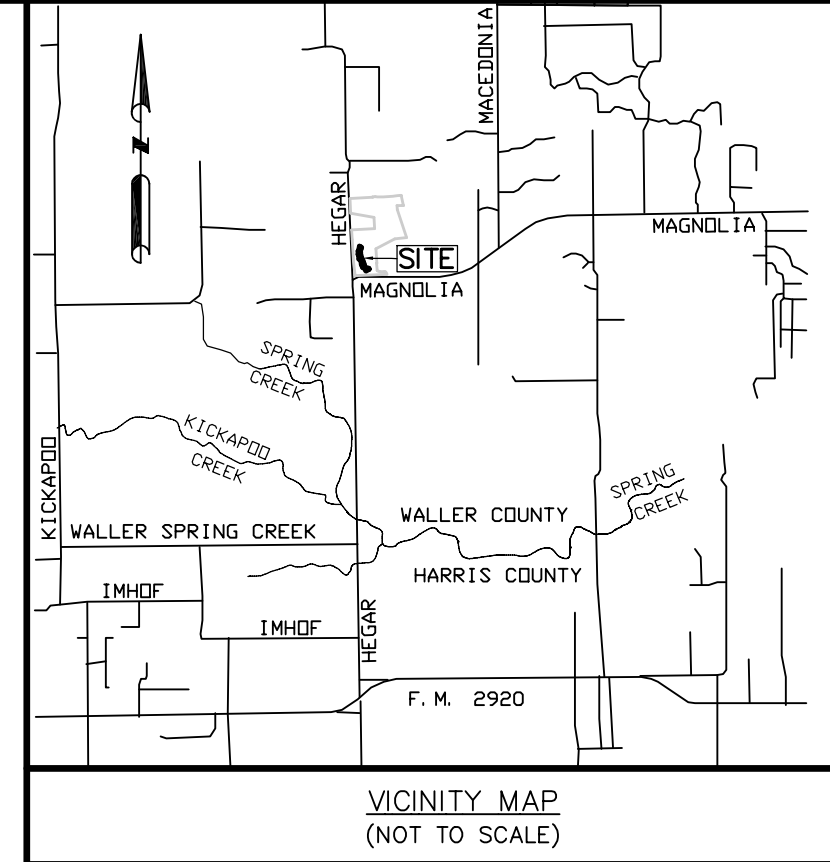
PRIVATELY MAINTAINED PAVED STREETS:

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.

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.

- 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.
- 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').
- 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.
- 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.
- 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.
- 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.
- 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.



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 ~

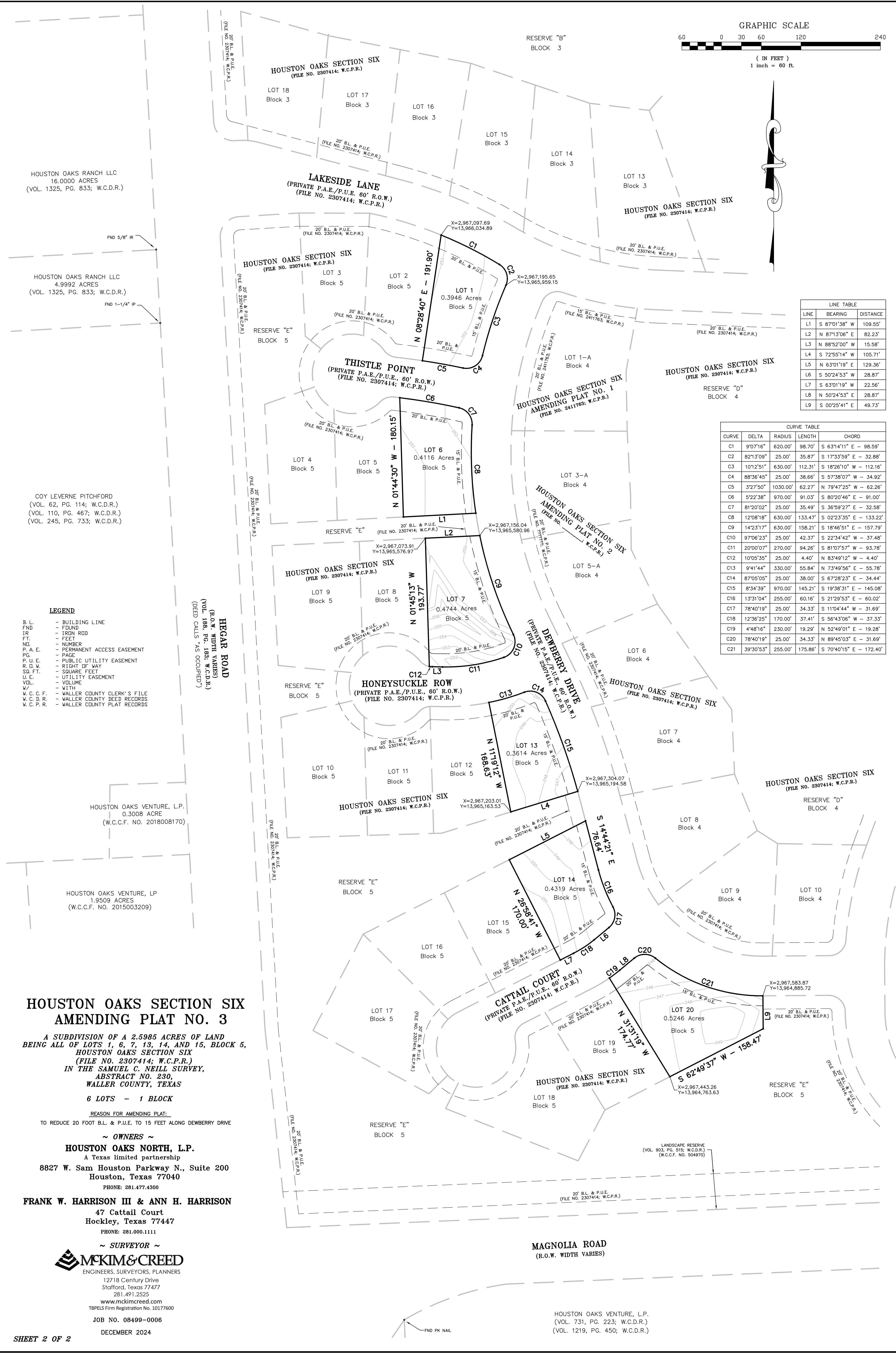
MCKIM & CREED
ENGINEERS, SURVEYORS, PLANNERS

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.

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
C1	9°07'16"	620.00'	98.70'
C2	82°13'09"	25.00'	35.87'
C3	10°12'51"	630.00'	112.31'
C4	88°36'45"	25.00'	38.66'
C5	3°27'50"	1030.00'	62.27'
C6	5°22'38"	970.00'	91.03'
C7	81°20'02"	25.00'	35.49'
C8	12°08'18"	630.00'	133.47'
C9	14°23'17"	630.00'	158.21'
C10	97°06'23"	25.00'	42.37'
C11	20°00'07"	270.00'	94.26'
C12	10°05'35"	25.00'	4.40'
C13	9°41'44"	330.00'	55.84'
C14	87°05'05"	25.00'	38.00'
C15	8°34'39"	970.00'	145.21'
C16	13°31'04"	255.00'	60.16'
C17	78°40'19"	25.00'	34.33'
C18	12°36'25"	170.00'	37.41'
C19	4°48'16"	230.00'	19.29'
C20	78°40'19"	25.00'	34.33'
C21	39°30'53"	255.00'	175.86'

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

HEGAR ROAD

(R.O.W. WIDTH VARIES)
(VOL. 188, PG. 183; W.C.D.R.)
(DEED CALLS "AS OCCUPIED")

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 ~



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

**County Treasurers' Association of Texas
2024 Certificate of Compliance
Continuing Education**



**This Certifies That
Hon. Joan Sargent
Treasurer
Waller County**

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Honorable Ruben Cavazos, President
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee

**County Treasurers' Association of Texas
2025 Certificate of Compliance
Public Funds Investment Act**



**This Certifies That
Hon. Joan Sargent
Treasurer
Waller County**

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008. Investment Training; Local Governments.

Honorable Ruben Cavazos, President
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee



TEXAS ASSOCIATION OF COUNTIES
2024 Certificate of Membership
County Investment Academy

Hon. Joan Sargent

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Waller County

Issued by the Texas Association of Counties the thirty-first day of December, 2024

A handwritten signature in black ink, appearing to read "Tim Addison".

Hon. Tim Addison, President

A handwritten signature in black ink, appearing to read "Susan M Redford".

Ms. Susan Redford, Executive Director

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS,
SRPF/EMPIRE WEST PHASE III, L.P., SRPF/EMPIRE WEST PHASE II, L.P.
AND TESLA, INC.

This Tax Abatement Agreement (this “Agreement”) is entered into by and between the County of Waller, Texas (“COUNTY”), duly acting herein by and through the County Judge, SRPF B/EMPIRE WEST PHASE III, L.P. a Delaware limited partnership with its principal place of business at 2001 Ross Avenue, Suite 400, Dallas, Texas 75201, SRPF B/EMPIRE WEST PHASE II, L.P. a Texas limited partnership with its principal place of business at 2001 Ross Avenue, Suite 400, Dallas, Texas 75201, (SRPF B/EMPIRE WEST PHASE III, L.P. and SRPF B/EMPIRE WEST PHASE II, L.P. are collectively referred to as “EMPIRE WEST”), and TESLA, INC, a Texas corporation with its principal place of business at 1 Tesla Rd., Austin, Texas 78725 (“TESLA”); (SRPF/EMPIRE WEST PHASE II, L.P., SRPF/EMPIRE WEST PHASE III, L.P., AND TESLA are referred to collectively as “OWNERS”), which are the owners and lessee, respectively, of the taxable real and personal property located within Waller County, Texas, and the area located within the CITY OF BROOKSHIRE REINVESTMENT ZONE NUMBER 20-01, (“REINVESTMENT ZONE”), on this the 5th day of March, 2025.

RECITALS:

WHEREAS, on 4th day of June, 2020 the City of Brookshire passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement (“ORDER”), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit “C”; and

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

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

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

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

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

COVENANTS AND AGREEMENTS:

1. Pursuant to Texas Tax Code § 312.206, this Agreement is conditioned on each OWNER entering into a tax abatement agreement with the City of Brookshire, Texas pursuant to Texas Tax Code § 312.204 prior to the commencement of the Abatement Period (defined herein). If either OWNER fails to enter into such agreement with the City of Brookshire, Texas, this Agreement will immediately be deemed null and void.
2. The properties that are the subject of this Agreement shall be referred to as the "Building" and the "Premises", as applicable, and the Building and the Premises are described in Exhibit "A" and Exhibit "B," which is attached hereto and incorporated herein.
3. EMPIRE WEST and TESLA shall make or cause to be made real property improvements (the "Real Property Improvements") at 103 Empire Blvd., Brookshire, TX 77423, and commonly known as "Building 10," and 111 Empire Blvd., Brookshire, TX 77423, commonly known as "Building 9," and shall be of the kind, number, and location

specifically described in Exhibit “B,” which is attached hereto and incorporated herein. In addition, TESLA shall install personal property and equipment at the locations as shown in Exhibit “B” (the “Personal Property Improvements” and, together with the Real Property Improvements, the “Improvements”). Exhibit “B” also describes Personal Property Improvements that TESLA will install or maintain at the Premises with a taxable value, as determined in the first year of service, as described on Exhibit “B” attached hereto for purposes of allowing TESLA to operate the Premises as required in Section 3.

- a. OWNERS shall ensure the that the Real Property Improvements and TESLA will ensure the Personal Property Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.
 - b. OWNERS shall have additional reasonable time to complete their respective Improvements in the event of “force majeure,” if OWNERS are diligently and faithfully pursuing completion of the Improvements. “Force majeure” shall mean any contingency or cause beyond the reasonable control of OWNERS including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.
4. TESLA shall, by the end of YEAR 1 of the Abatement Period referenced in Section 9, commence and complete construction and installation of the Real and Personal Property Improvements on the Premises. EMPIRE WEST shall, by the end of YEAR 1 of the Abatement Period referenced in Section 9, commence and complete construction of the Real Property Improvements on the Premises. Following completion of the Improvements and until the expiration of the Abatement Period, TESLA shall operate and maintain the

Premises for warehousing, distribution and storage of automobile related items, the research and development, manufacture, service, warehousing, storage, and distribution of utility-scale battery energy storage systems and other energy products and related parts and accessories, along with general office purposes, and for any other lawful purpose provided that the Premises must at all times during the Abatement Period be used for the general purpose of encouraging development and redevelopment of the Reinvestment Zone. TESLA shall not use the Building or Premises in a manner inconsistent with this Agreement during the term of the Abatement Period. If TESLA's operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.

5. TESLA acknowledges that it is their responsibility to file the Forms 50-116, 50-142, and/or any other reasonably required documentation, as applicable, to verify personal property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual application. The forms and documentation shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within sixty (60) days after receipt of notice of the same will result in the termination of this Agreement. EMPIRE WEST shall reasonably cooperate with TESLA in connection with such documentation and reports. EMPIRE WEST acknowledges that it is their responsibility to file the Form 50-141, and/or any other reasonably required documentation, as applicable, to verify real property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual application.

The forms and documentation shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. TESLA shall reasonably cooperate with EMPIRE WEST in connection with such documentation and reports.

6. OWNERS shall, in writing in a form reasonably acceptable to the County and, until the expiration or termination of this Agreement, annually certify compliance with their respective portions of this Agreement, including TESLA certifying to the satisfaction of the Employment requirements set forth in Section 7. EMPIRE WEST shall reasonably cooperate with TESLA in connection with such annual certification.
7. EMPLOYEES: For the duration of this Agreement, TESLA shall employ an agreed number of Employees (as defined herein). By the end of YEAR 1 of the Abatement Period, TESLA must employ at least 375 Employees. By the end of YEAR 2 of the Abatement Period, TESLA must employ at least 750 people. By the end of YEAR 3, and continuing through the Abatement Period, TESLA must employ 1,500 Employees.
 - a. The agreed number of Employees must be employed at or based from the Premises.
 - b. If TESLA fails to employ the specified number of Employees for any consecutive 90-day period in any given year during the Abatement Period, the percentage of the tax abatement will be reduced in accordance with Section 13 for the year in which TESLA did not meet the requirement.
 - c. An Employee is a person who (i) is an employee or contract employee of TESLA and paid directly, or in the case of a contract employee, paid directly or indirectly, by TESLA, and (ii) is full-time and regularly works at least 35 hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

- d. Where there are qualified applicants living in Waller County, TESLA shall make a good faith effort to employ such persons living in Waller County, Texas for its new employees. TESLA may contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.
- e. TESLA, upon a 10 business day prior request by the County, shall validate compliance with the terms of this Section 7 by providing to the County documentation related to employees, as defined below, that is directly related to TESLA'S obligations with regards to the Employees, and includes the Employee's ID number, employment start date, and, where applicable, employment termination date, and that is acceptable to the County, for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 7; provided, however, such review must be done during normal business hours. TESLA shall also provide a written certification that TESLA is in compliance with the Employment terms of the Agreement. The review will be limited to once per calendar year, unless TESLA is found during the County's review to be out of compliance with the terms of this Agreement; if TESLA is not in compliance with the terms of this Agreement, County may provide TESLA an opportunity to come into compliance. TESLA shall provide documentation to the County until compliance is established. The County shall not be permitted to photocopy any documentation. TESLA may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute). In the event that the County is unable to determine compliance because access to information is

denied, or information is withheld hereunder, then County may terminate this Agreement upon written notice to OWNERS, provided that OWNERS shall be given written notice of the termination, and the opportunity to cure within sixty (60) days after deemed receipt of the written termination notice. The County agrees it will make best efforts not to interrupt TESLA'S business with such reviews, and TESLA shall not be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees or its third-party contractors.

- i. Documentation related to employees shall be limited to a de-identified list of employees, as defined under section 7c, employed at or based from the Premises, and establish that TESLA has not failed for any consecutive 90-day period to employ the required number of employees. Documentation shall not include details beyond the number of employees that meet the requirements under Section 7.

8. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Building and any and all Improvements shall be appraised at market value effective January 1 of each tax year, including the value of any partially completed Improvements.
9. INVENTORY: Beginning with YEAR 1 of the Abatement Period, TESLA shall maintain a minimum \$75,000,000 rendered taxable inventory value at the Premises; by end of YEAR 2 of the Abatement Period shall maintain a minimum \$220,000,000 rendered taxable inventory value at the Premises, and; by end of YEAR 3, and continuing for each remaining year of the Abatement Period shall maintain a minimum of \$300,000,000 rendered taxable

inventory value at the Premises. TESLA agrees to render its personal property at the Premises for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. TESLA shall give the Waller County Appraisal District necessary permission required for the Waller County Appraisal District to provide copies of TESLA'S tax documents to the County for the purpose of verifying rendered inventory values.

10. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes only for the Improvements and the Building, which would otherwise be owed to the County, shall be abated for a period of years, commencing January 1, 2026 and terminating December 31, 2035 ("Abatement Period").

- a. Said Abatement Period shall be extended to OWNERS only for the Improvements and the Building, in an amount equal to the percentages listed below:

YEAR 1 (2026) – 60%
YEAR 2 (2027) – 60%
YEAR 3 (2028) – 60%
YEAR 4 (2029) – 60%
YEAR 5 (2030) – 60%
YEAR 6 (2031) – 60%
YEAR 7 (2032) – 60%
YEAR 8 (2033) – 60%
YEAR 9 (2034) – 60%
YEAR 10 (2035) – 60%

- b. The abatement percentages in Section 9(a) shall be applied only to the taxes assessed for each year during the Abatement Period on the value of the Improvements and the Building.
- c. OWNERS shall have the right, jointly or severally, to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the term of this

Agreement. Nothing in this Agreement shall affect OWNERS' right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

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

DEFAULT:

11. OWNERS shall be in default if any of the following occurs:
 - a. The Real Property Improvements, and Personal Property Improvements, are not completed or installed in accordance with Exhibit "B", except where force majeure is provided under Section 2(b);
 - b. TESLA fails to employ the number of Employees in accordance with (and during the period set forth in) Section 7 of this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;

- c. With respect to the Abatement Period, TESLA fails to timely file annual renditions for the Personal Property Improvements and any and all Improvements or OWNERS fail to file the applicable forms specified in Section 5 annually with the Waller County Appraisal District for so long as the law requires such filing;
 - d. With respect to the Abatement Period, OWNERS allow their ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;
 - e. During the Abatement Period, OWNERS operate the Premises or Building in violation of public health and safety laws, or allows the Premises or any part thereof to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;
 - f. For duration of the Abatement Period TESLA fails to maintain a minimum rendered taxable value of inventory at the Premises as noted in Section 9, then TESLA shall not be entitled to the abatement of property taxes for the year in which the default occurs.
12. In the event OWNERS default as described in Section 11, the County shall give OWNERS written notice of such default. If OWNER(S) have not cured such default under Section 11 within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to cause such cure, does not commence such cure within such sixty (60) days and diligently pursue it to completion, the County may then take the actions permitted in Section 14 or Section 15, as applicable.

13. In the event that TESLA fails to maintain the required minimum number of Employees at the Premises in accordance with (and during the period set forth in) Section 7 for any consecutive 90-day period, as indicated by the Employee documentation provided by TESLA, the tax abatement granted by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the 90-day period. For example, if the actual average number of Employees is reduced by 6.6% during a given year, then the percentage of the tax abatement granted for that year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing the abatement by 7%. Should TESLA not maintain the required number of employees, and reduce the taxable value of real or property as a result of tax protest, then the greater of the two shall be applied to the reduction.
14. This Agreement may be terminated in the following circumstances: (i) if TESLA elects not to proceed with the project before the Abatement Period commences, (ii) the complete performance of the terms and conditions of this Agreement by the parties, and (iii) as otherwise explicitly permitted by this Agreement. In the event of default under Section 11(a) and Section 11(c)-(e), the County may (after notice and opportunity to cure as provided for herein) terminate this Agreement upon written notice of termination to the OWNERS, and the County, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which OWNERS were in default under Section 11(a) and Section 11(c)-(e) beyond applicable

notice and cure periods, and all such taxes shall be paid to the County within sixty (60) days of OWNERS' receipt of written demand from the County following the expiration of the cure period described in Section 12 (provided no cure is made) (the "Recaptured Taxes").

- a. In addition to any Recaptured Taxes due as a result of default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the statutory rate of delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.
- b. Notwithstanding subsection (a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

MISCELLANEOUS:

15. The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.
16. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned by OWNERS without the County's written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either OWNER may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with the transferor OWNER; provided that such OWNER shall give notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment. This Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.

17. OWNERS recognize and understand that Waller County will not provide public support for companies with controlling interests based in or from communist countries or those companies coming from countries with poor human rights records. OWNERS represent their continuing intentions to respect human rights and their commitment to implementing the United Nations Guiding Principles on Business and Human Rights. OWNERS shall not knowingly allow investors from communist countries to acquire and maintain a controlling interest in their respective entities. OWNERS agree that neither OWNER shall knowingly allow such a company to occupy or possess any portion of the Building or Premises, and that failure to comply with this provision will result in the immediate termination of this Agreement after the County has provided 60 days written notice. In such event, the COUNTY shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which OWNERS violated this Section of the Agreement.
18. It is understood and agreed between the parties that OWNERS are acting independently in the performance of their obligations hereunder, and the County assumes no responsibilities or liabilities for OWNERS' performance of this Agreement. TESLA agrees, to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the Waller County Appraisal District, to the extent any third-party claims, losses, damages, injuries, suits, judgments, and/or reasonable attorney's fees directly arise out of TESLA'S breach of performance of its obligations under this Agreement. EMPIRE WEST agrees, to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the Waller County Appraisal District, to the extent

any third-party claims, losses, damages, injuries, suits, judgments, and/or reasonable attorney's fees directly arise out of EMPIRE WEST'S breach of performance of its obligations under this Agreement. In no event shall OWNERS defend, indemnify or hold harmless COUNTY for acts, omissions, defaults of COUNTY, including, without limitation, the negligence or willful misconduct of COUNTY or any officials, officers, agents, consultants, or employees thereof.

19. OWNERS agree that the County and its agents or employees shall have the reasonable right of access to the Premises after fifteen (15) business days' prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right of reasonable access to ensure that the Premises are thereafter maintained and operated in accordance with this Agreement, during the Abatement Period. The County agrees (i) to give OWNERS written notice of its intent to inspect the Premises at least fifteen (15) business days prior to such inspections, (ii) that such inspections shall be during normal business hours no more than once per calendar year, provided that OWNERS are found to be in compliance with the Agreement (iii) OWNERS shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections, (iv) County shall comply with the OWNER's security and safety standards, (v) County shall not make any type of recording or photographic record of the interior of the facilities except as specifically required to document compliance with the approval of TESLA, whose approval shall not be unreasonably withheld, and (vi) County representatives shall keep all information resulting from the inspection and relating to the contents and operations of the facilities confidential

to the maximum extent allowed by law. If the Improvements are found, during the inspection, to not be in compliance with the terms of this Agreement, the OWNERS shall continue to provide reasonable access to County until compliance is confirmed, provided that the County has provided notice as described by this section. The County's inspections, if any, shall not constitute an acknowledgment or certification to OWNERS, or any third party, that OWNERS followed federal, state, or local laws or regulations.

20. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Any disputes regarding this agreement shall be litigated or mediated in Waller County, TX.
21. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on March 5th, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.
22. All amendments and additions to this Agreement and its Exhibits must be approved in writing by OWNERS and the Waller County Commissioners Court.
23. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
24. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.
25. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be

substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

26. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties with respect to the subject matter hereof except as expressly stated herein.
27. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.
28. OWNERS shall endeavor to mark any confidential documents or other information provided to the County as such. Any documents and information marked confidential, proprietary, or trade secret will not be disclosed by the County except to the extent required under the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA").
 - a. If the County receives a request for information under the PIA to disclose any item or data furnished to the County by an affected OWNER, County will provide written notification to the affected OWNER not later than the 10th business day after the County receives a properly submitted request for information. The County may assert an exception to the PIA on its own behalf by requesting a determination from the Texas Attorney General that the information requested under the PIA may be withheld; if the County requests such a determination, it will provide a copy of its argument to the affected OWNER. OWNERS recognize and understand that County will not assert an exception to the PIA on the affected OWNER's behalf.

- b. OWNERS expressly agree that County's officers and employees may request a decision from the Texas Attorney General about the applicability of the PIA to any item or data furnished to County, and about whether that item is subject to disclosure as a public record of public information under the PIA. OWNERS further recognize and agree that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed.
- c. An affected OWNER has 10 business days from the date it receives notification that the County has requested a ruling from the Texas Attorney General's Office to provide any additional information to the Attorney General that it wants considered by the Attorney General when making a decision under the PIA.
- d. If the Attorney General provides a decision that the item or data must be disclosed, County will notify the affected OWNER of the decision within 5 business days of County's receipt of the Attorney General's decision.
- e. The affected OWNER must decide whether to seek relief from compliance with the Attorney General's decision, and notify County in writing within 5 business days of receiving notification from the County of the Attorney General's decision. To seek relief, the affected OWNER must appeal the decision in the appropriate court in Travis County, Texas.
- f. OWNERS recognize that the final decision as to what information must be disclosed lies with the Texas Attorney General, and that the County, its officers, and employees shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the

County by any OWNER in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

g. Notices required under this Section 28 must be sent to the persons and addresses identified in Section 31.

29. Any party hereto may request an estoppel certificate related to this Agreement (each, a "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNERS or other party designated by OWNER which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.
30. Each of the OWNERS, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNERS shall be entitled to intervene in said litigation.
31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

For TESLA:

TESLA Inc.
1 Tesla Rd.
Austin, Texas 78725
Attn.: General Counsel

With a copy emailed to: Darkstar@tesla.com

For EMPIRE WEST:

SRPF B/Empire West Phase II, L.P.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attn.: Lee Belland, Empire West

SRPF B/Empire West Phase III, L.P.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attn.: Lee Belland, Empire West

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

32. If a party breaches this Agreement, the other party or parties shall be entitled to any right or remedy provided by Texas law or any applicable federal law or regulation. All rights of the parties under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right of the other parties. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon a party's breach of any provision of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any

law, and any action taken or not taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

[Remainder of page intentionally left blank; Signature Page follows.]

This Agreement is being executed as of March 5, 2025.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

TESLA Inc,
a Texas corporation



Mike Snyder (Feb 21, 2025 12:52 CST)

By:
Title:

Date

SRPF B/EMPIRE WEST PHASE II, L.P., a Texas limited partnership

By: SRPF B/Empire West Phase II GP, L.L.C., a Delaware limited liability company, its General Partner


By: Justin Robinson
Title: Vice President

2/26/25

Date

SRPF B/EMPIRE WEST PHASE III, L.P., a Delaware limited partnership

By: SRPF B/Empire West Phase III GP, L.L.C., a Delaware limited liability company, its General Partner


By: Justin Robinson
Title: Vice President

2/26/25

Date

EXHIBIT A

“Building” – Includes two buildings as described below:

Building 9 – The building located at 111 Empire Blvd., Brookshire, Texas 77423.

Building 10 – The building located at 103 Empire Blvd., Brookshire, Texas 77423, that, after construction, will be approximately 616,463 square feet.

“Premises” – Includes two properties as described below:

“111 Empire Blvd” – Approximately 57.31 acres owned by SRPF B/Empire West Phase II with a situs address of 111 Empire Blvd, Brookshire, Texas 77423.

“103 Empire Blvd” – Approximately 34.98 acres owned by SRPF B/Empire West Phase III with a situs address of 103 Empire Blvd, Brookshire, Texas 77423.

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

“**Real Property**” real property improvements as designated by the Waller County Appraisal District are any buildings, including any buildings that are built on skids or portable buildings, parking areas and any fences attached to the land.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by TESLA at 111 Empire Blvd

Description	Value
Building Improvements (Factory Related Real Property Improvements) by TESLA	\$44,000,000
Total	\$44,000,000

Real Property Improvements to be completed by SRPF B/Empire West Phase III, L.P. at 103 Empire Blvd

Description	Value
New Manufacturing Facility	\$31,500,000
Total	\$31,500,000

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

Personal Property Improvements:

Personal Property Equipment installed by TESLA at 111 Empire Blvd (Commonly known as Building 9)

Description	Value
Manufacturing Equipment, not limited to Automated Robotic Welding cells, Robotic Assembly stations, Automatic Conveyors, Powder Coat Booth and Ovens, Gantry Cranes	\$150,000,000

Personal Property Equipment installed by TESLA at 103 Empire Blvd

Description	Value
Warehouse Shelves and Racks	\$5M

The allocation of value for Personal Property may change in the future between Buildings 9 and 10, but the total value amount will remain the same.

Contract ID# 250305-XX

EXHIBIT C

EXHIBIT C

ORDINANCE NO. 20-675-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSHIRE, TEXAS, CREATING AND DESIGNATING A REINVESTMENT ZONE TO BE NAMED THE "CITY OF BROOKSHIRE REINVESTMENT ZONE 20.01" PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE; MAKING CERTAIN FINDINGS RELATED TO THE REINVESTMENT ZONE; DIRECTING THE CITY SECRETARY TO FILE ALL REQUIRED DOCUMENTS RELATED TO THE REINVESTMENT ZONE WITH THE TEXAS COMPTROLLER'S OFFICE; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council (the "Council") of the City of Brookshire, Texas (the "City") desires to promote commercial-industrial development within the municipal boundaries of the City; and

WHEREAS, on May 14, 2020, the Council adopted "Guidelines & Criteria for Tax Abatement Agreements"; and

WHEREAS, according to Chapter 312 of the Texas Tax Code, the Council desires create a reinvestment zone over a certain area in the taxing jurisdiction of the municipality, with such area being more specifically described and depicted in "Exhibit A" attached to this Ordinance (the "Area"); and

WHEREAS, after publishing notice in a newspaper having general circulation in the City and after delivering in writing to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in the proposed reinvestment zone, the Council held a public hearing on June 4, 2020 and allowed interested persons to speak and present evidence for or against the designation of the reinvestment zone; and

WHEREAS, it is the belief of the Council that the improvements sought for the Area are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of any tax abatement agreement that might relate to the Area; and

WHEREAS, it is the belief of the Council that designating a reinvestment zone over the Area would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the City; and **NOW, THEREFORE:**

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF BROOKSHIRE, TEXAS:

THAT, the statements contained in the preceding caption and recitals are true and correct and are incorporated into this Ordinance for all intents and purposes.

THAT, after publishing notice in a newspaper having general circulation in the City of Brookshire (the "City") and after delivering in writing to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in

the proposed reinvestment zone, the Council held a public hearing on June 4, 2020 and allowed interested persons to speak and present evidence for or against the designation of the reinvestment zone.

THAT, the Council hereby finds that that certain area of land located within the City of Brookshire that is generally located north of I-10, west of Woods Road, and south of U.S. 90, with such area being more specifically described and depicted in "Exhibit A" attached to this Ordinance (the "Area"), would be reasonably likely, as a result of the designation of the reinvestment zone, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the City.

THAT, the Council hereby finds that the reinvestment zone proposed for the Area satisfies the requirements of Section 312.201 of the Texas Tax Code.

THAT, the Council hereby finds that the improvements sought for the Area are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of any tax abatement agreement entered into under Section 312.204 or 312.211 of the Texas Tax Code that might relate to the Area.

THAT, pursuant to Chapter 312 of the Texas Tax Code, the Council hereby creates and designates a reinvestment zone for commercial-industrial tax abatement over the Area, and the reinvestment zone is hereby designated and shall hereafter be designated as the "City of Brookshire Reinvestment Zone Number 20-01".

THAT, the Council hereby declares that, upon designation of the reinvestment zone, the City may provide, on a case-by-case basis, tax abatement incentives in accordance with Chapter 312 of the Texas Tax Code and the City's "Guidelines & Criteria for Tax Abatement Agreements".

THAT, the Council directs the City Secretary to file all required documents regarding the reinvestment zone with the Texas Comptroller's Office and with any other entity required to be notified by law.

THAT, it is the intention of the Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, then such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

THAT, this Ordinance shall become effective upon its passage by the Council, and the reinvestment zone shall be created on the effective date of this Ordinance and shall remain in effect for five (5) years from that date, unless a longer period is authorized by law.

PASSED, APPROVED, and ORDAINED on this 4th day of June, 2020.


DARRELL BRANCH, MAYOR

ATTEST:


Claudia J. Harrison, City Secretary

EXHIBIT A
**DESCRIPTION AND DEPICTION OF THE
CITY OF BROOKSHIRE REINVESTMENT ZONE 20.01**

**DESCRIPTION OF A 36.50 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS**

BEING a 36.50 acre (1,589,859 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330, City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 36.50 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along a West line of said 298.524 acre tract as cited herein:

COMMENCING at a 5/8-inch iron rod with cap stamped "KALKOMEY" found for the Northeast corner of a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 of the O.P.R.W.C., same being a corner of said 298.524 acre tract, lying on the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.);

THENCE, S 01°40'48" E, along and with the East line of said 7.50 acre tract and a West line of said 298.524 acre tract, a distance of 527.02 feet to the **POINT OF BEGINNING** and Northwest corner of the herein described tract;

THENCE, over and across said 298.524 acre tract the following courses and distances:

N 88°46'36" E, a distance of 1,564.57 feet to a point for the Northeast corner of the herein described tract, same being the beginning of a non-tangent curve to the left, from which its center bears N 87°13'49" E, 5,789.63 feet;

In a Southerly direction, along said curve to the left, an arc distance of 287.66 feet, having a radius of 5,789.63 feet, a central angle of 02°50'48" and chord which bears S 04°11'35" E, 287.63 feet to the point of tangency;

S 05°36'59" E, a distance of 257.53 feet to a point for the beginning of a tangent curve to the right;

In a Southerly direction, along said curve to the right, an arc distance of 362.83 feet, having a radius of 5,669.63 feet, a central angle of 03°40'00" and chord which bears S 03°46'59" E, 362.77 feet to the point of tangency;

S 01°56'59" E, a distance of 47.05 feet to a point for the beginning of a tangent curve to the right;

In a Southwesterly direction, along said curve to the right, an arc distance of 71.26 feet, having a radius of 45.00 feet, a central angle of 90°43'35" and chord which bears S 43°24'49" W, 64.04 feet to the point of tangency;

S 88°46'36" W, a distance of 1,568.83 feet to a point for the Southwest corner of the herein described tract;

N 01°13'24" W, a distance of 726.07 feet to a 5/8-inch iron rod found for the Southeast corner of said 7.50 acre tract, same being an interior corner of said 298.524 acre tract, same also being an angle point of the herein described tract;

THENCE, N 01°40'48" W, a distance of 272.98 feet to the **POINT OF BEGINNING** and containing 36.50 acres (1,589,859 square feet) of land.

**DESCRIPTION OF A 243.1 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
AND THE H. & T.C. R.R. CO. SURVEY, BLOCK 1, SECTION 73, ABSTRACT NO. 154
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS**

BEING a 243.1 acre (10,590,241 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330 and the H. & T.C. R.R. Co. Survey, Block 1, Section 73 Abstract No. 154, City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 243.1 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way line of U.S. Highway 90 as cited herein:

BEGINNING at a 5/8-inch iron rod with cap stamped "WEISSER" found for the Northeast corner of said 298.524 acre tract and the herein described tract, same being the intersection of the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.) and the West right-of-way line of Woods Road (80 feet wide) as recorded under Volume 162, Page 130 and Volume 162, Page 481, both of the W.C.D.R.

THENCE, along and with the West right-of-way line of said Woods Road, same being the East line of said 298.524 acre tract, the following courses and distances:

S 01°56'59" E, a distance of 443.95 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the beginning of a tangent curve to the left;

In a Southerly direction, along said curve to the left, an arc distance of 369.23 feet, having a radius of 5,769.63 feet, a central angle of 03°40'00" and a chord which bears S 03°46'59" E, 369.17 feet to a 1/2-inch iron rod found for point of tangency;

S 05°36'59" E, a distance of 257.53 feet to a 5/8-inch iron rod found for the beginning of a tangent curve to the right;

In a Southerly direction, along said curve to the right, an arc distance of 364.11 feet, having a radius of 5,689.63 feet, a central angle of 03°40'00" and a chord which bears S 03°46'59" E, 364.05 feet to a 5/8-inch iron rod found for point of tangency;

S 01°56'59" E, a distance of 1,117.07 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the Southeast corner of said 298.524 acre tract and the herein described tract, same being the intersection of the West right-of-way line of said Woods Road and the North right-of-way line of Interstate Highway 10 (width varies) as recorded under Volume 181, Page 165, Volume 183, Page 599 and Volume 1132, Page 659, all of the W.C.D.R., same also being the beginning of a non-tangent curve to the left from which its center bears S 02°41'16" E, 873.00 feet;

THENCE, along and with the North right-of-way line of said Interstate Highway 10, same being the South line of said 298.524 acre tract, the following courses and distances:

In a Westerly direction, along said curve to the left, an arc distance of 384.46 feet, having a radius of 873.00 feet, a central angle of 25°13'56" and a chord which bears S 74°41'47" W, a distance of 381.36 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for point of tangency;

S 62°04'48" W, a distance of 669.42 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the beginning of a tangent curve to the right;

In a Westerly direction, along said curve to the right, an arc distance of 237.27 feet, having a radius of 797.00 feet, a central angle of $17^{\circ}03'25''$ and a chord which bears $S 70^{\circ}36'31'' W$, a distance of 236.39 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the Southernmost corner of said 298.524 acre tract and the herein described tract, same being the beginning of a non-tangent curve to the right from which its center bears $N 05^{\circ}30'43'' E$, 5,729.58 feet;

In a Westerly direction, along said curve to the right, an arc distance of 149.98 feet, having a radius of 5,729.58 feet, a central angle of $01^{\circ}29'59''$ and a chord which bears $N 83^{\circ}44'18'' W$, 149.98 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for point of tangency;

$N 82^{\circ}59'18'' W$, a distance of 3,517.29 feet to a point for the Southwest corner of said 298.524 acre tract and the herein described tract, same being the Southwest corner of a drainage easement (210 feet wide) described in an instrument to Brookshire-Katy Drainage District recorded under Volume 1204, Page 520 W.C.D.R., from which a found 5/8-inch iron rod with cap stamped "WEISSER" bears $S 21^{\circ}39' E$, 0.32 of one foot, additionally from said Southwest corner, a found 5/8-inch iron rod with cap stamped "KALKOMEY" bears $S 09^{\circ}32' W$, 0.52 of one foot;

THENCE, along and with the West line of said 298.524 acre tract and said drainage easement, the following courses and distances:

$N 06^{\circ}52'12'' E$, a distance of 261.26 feet to a point for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears $S 49^{\circ}44' W$, 0.59 of one foot;

$N 08^{\circ}48'07'' W$, a distance of 204.19 feet to a point for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears $S 48^{\circ}26' W$, 0.61 of one foot;

$N 21^{\circ}38'50'' W$, a distance of 225.31 feet to a 5/8-inch iron rod with cap stamped "KALKOMEY" found for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears $S 55^{\circ}38' W$, 0.77 of one foot;

$N 42^{\circ}18'01'' W$, a distance of 416.97 feet to a point for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears $S 59^{\circ}10' W$, 0.64 of one foot;

$N 01^{\circ}18'49'' W$, a distance of 1,507.53 feet to a point for the Northwest corner of said 298.524 acre tract and the herein described tract, lying on the South right-of-way line of said U.S. Highway 90, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears $S 80^{\circ}09' W$, 0.47 of one foot;

THENCE, $N 88^{\circ}46'36'' E$, along and with said South right-of-way line and a North line of said 298.524 acre tract, a distance of 2,513.65 feet to a 5/8-inch iron rod found for corner of said 298.524 acre tract and the herein described tract, same being the Northwest corner of a called 8.264 acre tract of land, designated Tract 2, described in an instrument to Woods Road R1, LLC recorded under File Number 1900879 O.P.R.W.C.;

THENCE, $S 01^{\circ}40'48'' E$, along and with the West line of said 8.264 acre tract, same being an East line of said 298.524 acre tract, a distance of 800.00 feet to a 5/8-inch iron rod found for the Southwest corner of said 8.264 acre tract, same being an interior corner of said 298.524 acre tract and the herein described tract;

THENCE, $N 88^{\circ}46'36'' E$, along and with a North line of said 298.524 acre tract, same being the South lines of said 8.264 acre tract, a called 2.601 acre tract of land, designated Tract 1, described in an instrument to Woods Road R1, LLC recorded under File Number 1900879 O.P.R.W.C., and a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 O.P.R.W.C., at a distance of 450.00 feet passing the South common corner of said 8.264 acre tract and said 2.601 acre tract, at a distance of 591.61 feet passing the South common corner of said 2.601 acre tract and said 7.50 acre tract, continuing for a total distance of 1,000.00 feet to a 5/8-inch iron rod found for the Southeast corner of said 7.50 acre tract, same being an interior corner of said 298.524 acre tract and corner of the herein described tract;

THENCE, over and across said 298.524 acre tract the following courses and distances:

S 01°13'24" E, a distance of 726.07 feet to a point for an interior corner of the herein described tract;

N 88°46'36" E, a distance of 1,568.83 feet to the beginning of a tangent curve to the left;

In a Northeasterly direction, along said curve to the left, an arc distance of 71.26 feet, having a radius of 45.00 feet, a central angle of 90°43'35" and a chord which bears N 43°24'48" E, 64.04 feet to point of tangency;

N 01°56'59" W, a distance of 47.05 feet to the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, an arc distance of 362.83 feet, having a radius of 5,669.63, a central angle of 03°40'00" and a chord which bears N 03°46'59" W, 362.77 feet to point of tangency;

N 05°36'59" W, a distance of 257.53 feet to the beginning of a tangent curve to the right;

In a Northerly direction, along said curve to the right, an arc distance of 370.51 feet, having a radius of 5,789.63 feet, a central angle of 03°40'00" and a chord which bears N 03°46'59" W, 370.45 feet to point of tangency;

N 01°56'59" W, a distance of 444.20 feet to a point for corner of the herein described tract, lying on the South right-of-way line of said U.S. Highway 90 and a North line of said 298.524 acre tract;

THENCE, N 88°46'36" E, along and with said South right-of-way line and a North line of said 298.524 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 243.1 acres (10,590,241 square feet) of land.

**DESCRIPTION OF A 8.362 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
CITY OF BROOKSHIRE, WALLER COUNTY, TEXAS**

BEING a 8.362 acre (364,231 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330 City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 8.362 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way of U.S. Highway 90 as cited herein:

COMMENCING at a 5/8-inch iron rod with cap stamped "WEISSER" found for the Northeast corner of said 298.524 acre tract, same being the intersection of the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.) and the West right-of-way line of Woods Road (80 feet wide) as recorded under Volume 162, Page 130 and Volume 162, Page 481, both of the W.C.D.R.;

THENCE, S 88°46'36" W, along and with the North line of said 298.524 acre tract and said South right-of-way line, a distance of 20.00 feet to the **POINT OF BEGINNING** and Northeast corner of the herein described tract;

THENCE, over and across said 298.524 acre tract, the following courses and distances:

S 01°56'59" E, a distance of 444.20 feet to a point for the beginning of a tangent curve to the left;

In a Southerly direction, along said curve to the left, an arc distance of 82.85 feet, having a radius of 5,789.63 feet, a central angle of 00°49'12" and chord which bears
S 02°21'35" E, 82.85 feet to a point for the Southeast corner of the herein described tract;

S 88°46'36" W, a distance of 695.04 feet to a point for the Southwest corner of the herein described tract;

N 01°13'24" W, a distance of 527.00 feet to a point for the Northwest corner of the herein described tract lying on a North line of said 298.524 acre tract and the South right-of-way line of said U.S. Highway 90, from which a 5/8-inch iron rod with cap stamped "KALKOMEY" found lying on the South right-of-way of said U.S. Highway 90, for the Northeast corner of a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 of the O.P.R.W.C., same being a corner of said 298.524 acre tract bears S 88°46'36" W, a distance of 873.73 feet;

THENCE, N 88°46'36" E, along and with a North line of said 298.524 acre tract and the South right-of-way line of said U.S. Highway 90, a distance of 687.77 feet to the **POINT OF BEGINNING** and containing 8.362 acres (364,231 square feet) of land.

**DESCRIPTION OF A 10.55 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS**

BEING a 10.55 acre (459,352 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330, City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 10.55 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way line of U.S. Highway 90 as cited herein:

BEGINNING at a 5/8-inch iron rod with cap stamped "KALKOMBY" found for the Northeast corner of a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 of the O.P.R.W.C., same being a corner of said 298.524 acre tract, lying on the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.);

THENCE, N 88°46'36" E, along and with said South right-of-way line and a North line of said 298.524 acre tract, a distance of 873.73 to a point for the Northeast corner of the herein described tract, from which a 5/8-inch iron rod found for the Northeast corner of said 298.524 acre tract, same being the intersection of the South right-of-way line of said U.S. Highway 90 and the West right-of-way line of Woods Road (80 feet wide) as recorded under Volume 162, Page 130 and Volume 162, Page 481, both of the W.C.D.R. bears N 88°46'36" E, 687.77 feet;

THENCE, over and across said 298.524 acre tract, the following courses and distances:

S 01°13'24" E, a distance of 527.00 feet to a point for the Southeast corner of the herein described tract;

S 88°46'36" W, a distance of 869.53 feet to a point for the Southwest corner of the herein described tract, lying on the East line of said 7.50 acre tract, same being a West line of said 298.524 acre tract;

THENCE, N 01°40'48" W, along and with the line common to said 7.50 acre tract and said 298.524 acre tract, a distance of 527.02 feet to the **POINT OF BEGINNING** and containing 10.55 acres (459,352 square feet) of land.

**Waller County Appraisal District Property ID Numbers
All Parcels Included in the City of Brookshire Reinvestment Zone 20.01 – June 4, 2020**

13410
40112
258449
258451
258452
258453
258454
258455
258456
259302
259303
259304
259305
259306
259307
259308
259309
259310
259311
259312
259313
259314

General Depiction of the Boundaries of the City of Brookshire Reinvestment Zone 20.01



UNIT #	YEAR	MAKE	MODEL	VIN #
C-201	2007	DODGE	CHARGER	2B3KA43H87H771022
C-202	2003	FORD	EXPEDITION	1FMRU15W53LB10393
C-203	2010	FORD	CROWN VIC	2FABP7BV1AX127449
C-204	2011	FORD	CROWN VIC	2FABP7BV0BX168740
C-206	2014	CHEVY	TAHOE	1GNLC2E09ER201754
C-207	2007	FORD	CROWN VIC	2FAFP71W57X143321
C-208	2009	FORD	CROWN VIC	1FAHP71V29X121537

Waller County Community Center

Rental Application

Rental Date(s): June 19, 2025

Renter Information:

Contact Person: Herschel Smith

Phone Number(s): Home 281 883 9887 Cell 832 889 8529

Address: P.O. Box 653 City: Prairie View

State: TX Zip Code: 77446

Email: hc.smith@wallercounty.us Organization: _____

Type of Event: ANNUAL Juneteenth event

Adults Attending 100 ^{not} ~~out~~ # Minors Attending 50 ^{not} ~~in~~ add out

Rental Times:

Arrival/Set-up 8 am Event Start 12 Event End 6 pm

***** All set-up and clean-up must be within rental time *****

Additional Tables/Chairs Requested yes no

Renter Providing Food at Event yes no

Reservations: Rental fees and a security deposit must be paid in full and a signed "Rental Agreement" must be submitted to secure a reservation. ONLY CASH, MONEY ORDERS, AND CASHIER'S CHECKS MADE OUT TO WALLER COUNTY WILL BE ACCEPTED.

OFFICE USE ONLY:

Date Request Received _____ Received by _____

Payment Amount _____ Payment Date _____

Payment Received by _____

RENTAL AGREEMENT

WALLER COUNTY COMMUNITY CENTER

This Agreement made between **WALLER COUNTY**, hereinafter referred to as "**OWNER**," and, Herschel Smith, hereinafter referred to as "**RENTER**."

This Agreement includes and incorporates the conditions of RENTAL AGREEMENTS attached or on file at the Waller County Judge's Office, and all applicable Waller County Rules and Regulations, and federal, State, and local laws.

Rental Categories

1. Renters:

Renters are identified as individuals, for profit and non-profit organizations, and governmental entities who hold a function and require use of the Waller County Community Center Facility (the "WCCC" or "the Community Center"). A cleaning/damage deposit of \$150.00 is required unless otherwise designated by the Waller County Commissioner's Court.

2. Non-Profit Events:

Non-profit is defined as any religious, charitable, social, educational, or civic group which does not distribute profits or dividends to the members thereof, and where profits not its primary objective. A deposit may be waived for Non-profit events if designated by the Waller County Commissioner's Court. Non-profits must provide County Judge's Office with proof of non-profit status. Non-profits claiming tax exemption must provide documentation certifying their status under Internal Revenue Code Section 501(c)(3).

3. Determination of Use:

The Waller County Commissioner's Court or its designee shall make a determination of allowable use for all renter types and will resolve questions regarding rental fees. If the renter disagrees with the decision rendered, the applicant may appeal the decision to the Waller County Commissioner's Court.

The Renter agrees to pay \$ N/A for rental of the Community Center ("Rental Fees"). The Renter agrees to pay an additional One Hundred and Fifty Dollars (\$150.00) for a cleaning/damage deposit ("Security Deposit"). Rental Fees and Security Deposit must be paid to finalize a reservation. The amount of \$150.00 is refundable subject to the terms

of this Agreement. If cleaning and/or damage repair exceeds the deposit of One Hundred and Fifty Dollars (\$150.00), the Renter agrees to accept full responsibility and liability for the additional amount.

Charges and Terms

The Waller County Community Center Rules and Regulations are incorporated by reference into this Rental Agreement. A copy of the Rules and Regulations may be obtained from the Waller County Judge's Office or online.

The Renter agrees to abide by the terms of this Rental Agreement and the Rules and Regulations. If the Renter violates or allows Renter's Guests to violate the terms or conditions of this Rental Agreement, or any of the Rules and Regulations, the Owner may unilaterally terminate the contract. "Renter's Guests" means all persons or entities at the WCCC premises by reason of the Renter, including but not limited to Renter's guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives or servants.

Definition

Full Day Rental	8:00 A.M. – 12:00 Midnight
Morning Rental	8:00 A.M. – 12:00 Noon
Afternoon Rental	1:00 P.M. – 5:00 P.M.
Evening Rental	6:00 P.M. – 10:00 P.M.

COMMUNITY CENTER RENTAL CHARGE

STANDARD FEES:

Security Deposit	\$150.00
Full Day Rental	\$300.00
Morning, Afternoon, or Evening Rental	\$100.00

NON-PROFIT FEES FOR MONDAY THROUGH THURSDAY RENTALS:

Security Deposit	\$150.00
Full Day Rental	\$200.00
Morning, Afternoon, or Evening Rental	\$25.00

Rental Dates: June 19, 2025

Rental Term: Full Day **Anticipated Attendance:** 1000

Non-Profit Organization: No Yes

Name of Event: ANNUAL Juneteenth event Celebration

Conditions of Rental Agreement:

- A. A walk through must be performed at the beginning of your rental time. You must document any damages and email CommunityCenter@wallercounty.us with pictures and details within 20 minutes of your arrival. You will be given a code that will allow you in and out of the building during your rental time.

HS (Initial)

- B. Permission and scheduling for the use of the Community Center and the use of County equipment shall be issued through the Waller County Judge's Office.

HS (Initial)

- C. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. Renter accepts responsibility for the actions of its representative(s) related to this Rental Agreement.

HS (Initial)

- D. All persons must leave the Owner's premises at the conclusion of the rental.

HS (Initial)

- E. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.

HS (Initial)

- F. All Renters will be billed and/or charged for any additional cost associated with unreasonable wear or breakage to Owner's property, and/or custodial cost required due to leaving the facility in an unclean or damaged condition.

HS (Initial)

- G. Renter is responsible for ensuring that minors using the Community Center are supervised by an adequate number of adult sponsors to assure proper care and use of Owner's property.

HS (Initial)

- P. Renter may not sublet, assign, or transfer this Agreement, without permission of the Owner, and in no event may derive any profit off the subletting, assignment, or transferring to others. Any attempt to transfer Renter's interest in the WCCC is void.

HS (Initial)

- Q. Votive candles or candles of any type may not be used on Community Center premises unless prior permission is given by the Owner.

HS (Initial)

- R. Renter may not charge admission to the parking lot, building, or lawn.

HS (Initial)

- S. Owner is not responsible for any damage to or loss of Renter's property.

HS (Initial)

- T. Owner's liability for all claims related to the use of the Community Center is limited to the amount of the rental fee actually paid.

HS (Initial)

- U. Renter is responsible for cleaning up at the end of their rental. Renter is responsible for taking the trash outside to the dumpster area at the end of their rental.

HS (Initial)

- V. Renter understands that no Commissioner or County official may waive any requirement in this Agreement or the Rules and Regulations. Waivers or exceptions must be voted on by Commissioners' Court.

HS (Initial)

- W. Renter understands that there are security cameras in use inside and outside the Community Center to ensure the security of the WCCC and its inhabitants.

HS (Initial)

- X. Renter agrees to indemnify, defend, and hold harmless Owner for any losses, claims, damages, liabilities, costs, and expenses (including legal fees) suffered by the Renter or Renter's Guests in connection with Renter's WCCC rental.

HS (Initial)

- H. Smoking is not allowed inside any part of the Community Center. This includes "smokeless" devices such as e-cigarettes.**

HS (Initial)

- I. Alcohol is not allowed at the Community Center.**

HS (Initial)

- J. A cancellation of the Event and/or a request for a refund must be made submitted in writing to the Waller County Judge's Office. Determinations on such requests will be made at the Owner's sole discretion.**

HS (Initial)

- K. Renter may not, for any reason, place nails, tacks, holes, tape or adhesive of any kind, or any other form of attachment to the walls, ceiling, floors, or other surfaces in the building.**

HS (Initial)

- L. No glitter, rice, confetti (including confetti eggs), water balloons, aerosol string, slime, or piñatas may be used in decorations or activities at the Community Center. Failure to comply will result in the loss of any Security Deposit, and additional charges for damage may apply.**

HS (Initial)

- M. No bounce houses, trampolines, or similar items are allowed.**

HS (Initial)

- N. No barbeque pits, fire pits, Blackstone's, or similar items are allowed.**

AS (Initial)

- O. DO NOT PROP EXTERIOR DOORS OPEN. THIS MAY CAUSE DAMAGE TO THE DOOR HINGES.**

HS (Initial)

- Y. Renter understands that the building capacity of the WCCC is limited to 99 persons. Under no circumstances will Renter allow more than 99 persons inside of the WCCC at one time.

AB (Initial)

This Rental Agreement, together with the Waller County Community Center Rules and Regulations incorporated herein by reference, constitutes the entire agreement of the Renter and Owner with respect to the subject matter hereof, supersedes and replaces all oral and written statements, conversations, and correspondence, and is intended by the Renter and Owner to be the final expression of their agreement on the terms and conditions set forth herein. Any correspondence by a County Official unilaterally purporting to supersede the terms of this agreement is void.

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS. I AGREE TO ACCEPT FULL LIABILITY FOR DAMAGES, OTHER THAN THOSE CAUSED BY NATURAL DISASTERS OR ACTS OF GOD, CAUSED TO THE COMMUNITY CENTER DURING MY RENTAL.

Print Name Herschel Smith

Mailing Address P. O. Box 653

City, State, Zip Prairie View Tx 77446

Phone Number 832 889 8529

Renter's Signature: Constance Thumel Date 02-24-25

Owner's Signature: _____ Date _____

FOR OFFICE USE ONLY

If Non-Profit, Letter of Determination Received _____ Yes _____ No

Total Amount Charged \$ _____

Deposit Received \$ _____ Date _____ Receipt # _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned To: _____ Date _____

Initials _____



Invoice

Date	01/01/2025	Invoice #	195090
Terms	Net 30	Due Date	01/30/2025
P.O. Number:			

Please remit via ACH to:
Routing #: 022000020
Acct #: 269099115

Please Send Checks to:
Granicus
Dept CH – Box 19634
Palatine, IL 60055 - 9634

Registration # **020231**
Joan Sargent Waller Co. Treasurer
Deputy *mg* Date *01/28/25*

Bill To

Waller County TX
836 Austin St, Room 203
Hempstead TX 77445
United States

Sold To

Waller County TX
836 Austin St, Room 203
Hempstead TX 77445
United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Sound Search™	01/01/2025	12/31/2025	0.00%	\$0.00	\$900.00
Avior™ 75	01/01/2025	12/31/2025	0.00%	\$0.00	\$7,200.00
EASE™ 75	01/01/2025	12/31/2025	0.00%	\$0.00	\$7,440.00

Subtotal \$15,540.00

Tax Total \$0.00

Total \$15,540.00

Amount Due \$15,540.00

JAN27'25AM10:02TREASURER

JAN28'25PM3:26AUDITOR

For any questions about your invoice, please contact
us at AR@granicus.com or 1-800-314-0147

Thank you for your business

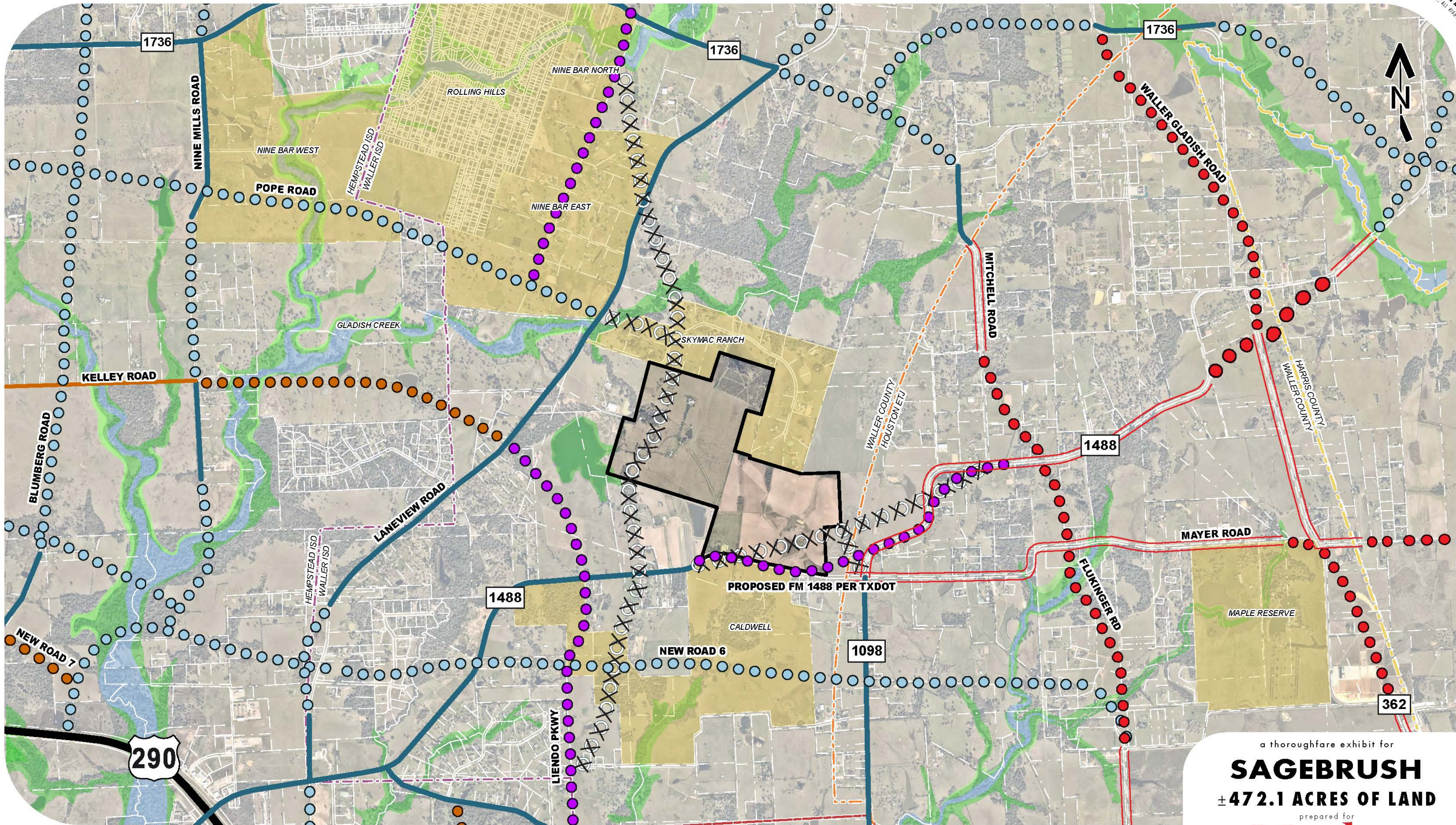
NOTICE OF RECEIPT OF APPLICATION BY COMMISSIONERS' COURT TO AMEND THE MAJOR THOROUGHFARE PLAN/MAP FILED FOR RECORD WITH THE COUNTY ENGINEER'S OFFICE

Item 25.

APPLICATION: *Maple Development Group, owners, are requesting to be allowed to amend The Major Thoroughfare Plan/Map as noted in the application for Sagebrush, property ID #9281. The amendment will: Delete the proposed alignment of Liendo Parkway between FM 1736 and Joe Loggins Road south of FM 1488; Realign Liendo Parkway north of Joe Loggins Road to follow property lines, minimizing impact on individual properties south of FM 1488, then curve northwest to cross FM 1488 and connect to Laneview Road at Kelley Road; From FM 1736, create a new collector or thoroughfare following AJ's Way, an existing public street, instead of cutting through multiple properties, with the thoroughfare terminating at Pope Road; Lastly, terminate Pope Road at Laneview Road rather than extending it east across Gladish Creek into Skymac Ranch.*

This amendment request, if approved, will affect the applicant's property as well as surrounding tracts to the north, south, and west.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on *March 5th, 2025* at the Waller County Joe Kuciemba Annex, 425 FM 1488 Hempstead, Texas 77445.



a thoroughfare exhibit for
SAGEBRUSH
± 472.1 ACRES OF LAND

prepared for
Maple
DEVELOPMENT GROUP
META
PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 800 1200 2400

HOU-45002
OCTOBER 3, 2024

MTFP LEGEND

HOUSTON	WALLER COUNTY	DEVELOPER PROPOSED
Thoroughfare, Existing	Thoroughfare, Existing	Thoroughfare, Proposed Deletion
Thoroughfare, To be Widened	Thoroughfare, Proposed	Thoroughfare, Addition
Thoroughfare, Proposed	Collector, Existing	
	Collector, Proposed	

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Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

\$1,000.00

Item 26.

APPLICATION - MAJOR THOROUGHFARE PLAN/MAP AMENDMENT

This form is used to request an amendment to Waller County Major Thoroughfare Plan/Map. Any amendment granted will only be applicable to the specific site and conditions for which the amendment was granted, and will modify or change Waller County Major Thoroughfare Plan/Map.

The applicant must clearly demonstrate that the amendment request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the amendment 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: **Maple Development Group**
Mailing Address: **1333 W Loop S, Suite 910**
City, State, Zip: **Houston, TX 77027**
Email: **russ@mapledevelopmentgroup.com**
Phone: **832-804-9680**

APPLICANT INFORMATION

Name: **Ripley Woodard**
Mailing Address: **24285 Katy Freeway Suite 525**
City, State, Zip: **Katy, TX 77494**
Email: **rwoodard@meta-pd.com**
Phone: **281-204-8968**

FM 1488, TX

9281

4.61

Address of Property

Property ID #

Acreage

PLEASE PROVIDE THE FOLLOWING:

- ☒ Major Thoroughfare Plan/Map showing existing and proposed changes.
☒ Map showing existing and proposed changes, with shapefiles.

AMENDMENT REQUEST OVERVIEW & JUSTIFICATION

Note the specific route(s) to which this amendment is being requested. Describe why the County's Major Thoroughfare Plan/Map can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

Realignment of FM 1488 and Liendo Pkwy.

OWNER/APPLICANT CERTIFICATION & 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.

Ripley Woodard

Printed Owner/Applicant Name

Signature Owner/Applicant

Date

OFFICE USE ONLY

☐ Approved ☐ Denied

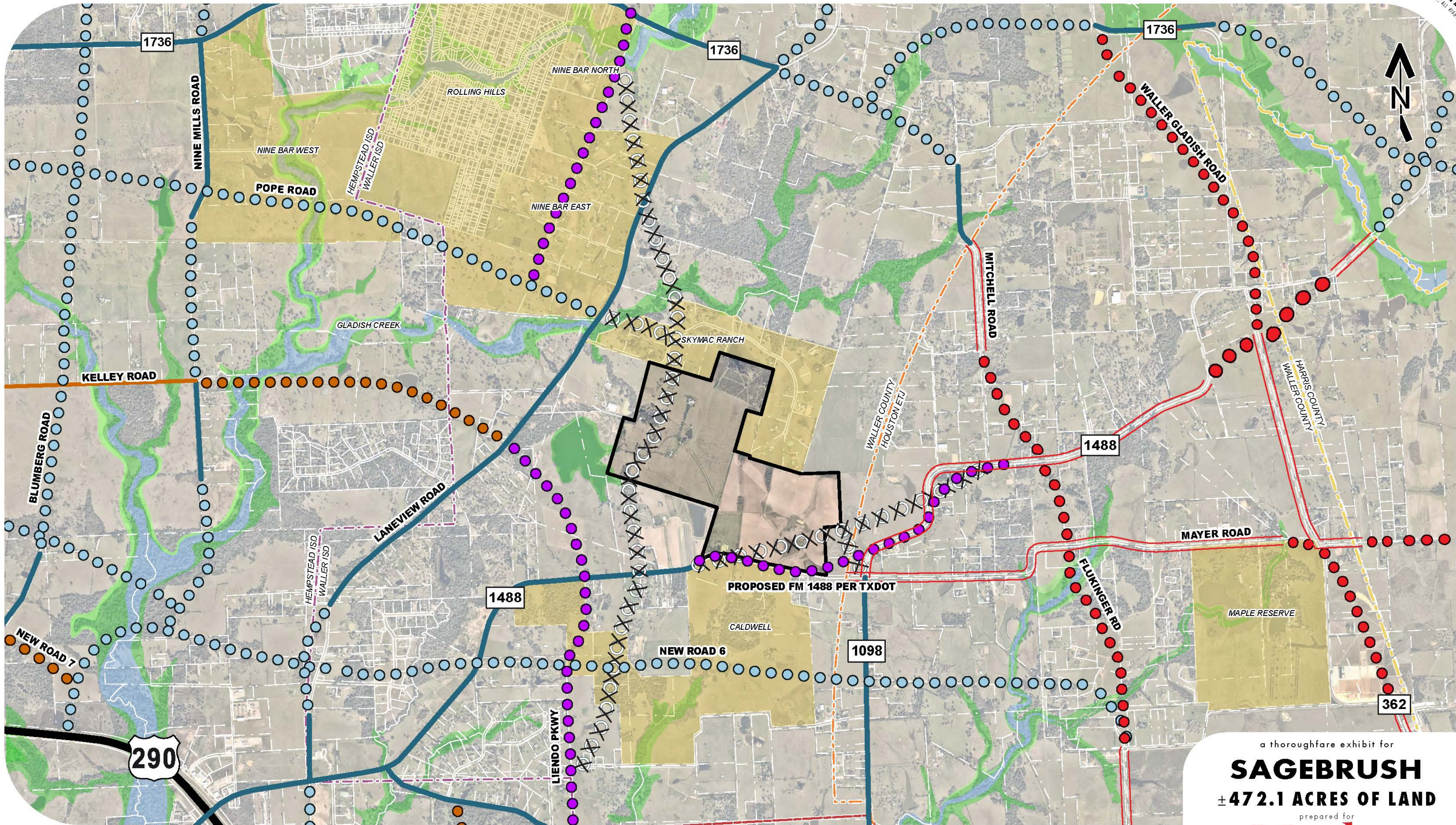
NOTES

Waller County Commissioner Prct 1 2 3 4 Date

Waller County Judge

Date

OFFICE USE ONLY Payment: Cash _____ Check _____ # _____ CC \$1,000.00 PAID _____ ID



a thoroughfare exhibit for
SAGEBRUSH
± 472.1 ACRES OF LAND

prepared for
Maple
DEVELOPMENT GROUP
META
PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 800 1200 2400

HOU-45002
OCTOBER 3, 2024

MTFP LEGEND

HOUSTON	WALLER COUNTY	DEVELOPER PROPOSED
Thoroughfare, Existing	Thoroughfare, Existing	Thoroughfare, Proposed Deletion
Thoroughfare, To be Widened	Thoroughfare, Proposed	Thoroughfare, Addition
Thoroughfare, Proposed	Collector, Existing	
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DATE: February 14, 2025

TO: Robert Pechukas - Director of Policy and Administration at Waller County

FROM: Brad Sweitzer PLA, AICP – Practice Area Leader – Planning & Visioning at EHRA

Robert,

Please accept this request to amend the Lakes of Cane Island Development Agreement (DA) (formerly known as Morton 180 Tract). Below is a list of the requested changes along with explanations for each.

Exhibit A Revision:

- 1) The Metes and Bounds Description has been added for 178.7 acre tract and the 42.76 acre tract being added to DA. (Pages 8-13).

Exhibit B Revisions:

- 2) Changed project name from Morton 180 Tract to Lakes of Cane Island (changes throughout).
- 3) Changed project acreage from 178.7 acres to 221.5 acres (Item A. Page 15).
- 4) Removed ability to change project name in the future (Item A. Page 15).
- 5) Updated MUD future creation date to indicate that MUD has been established (Item B.8. Pg. 17).
- 6) Added provision for roadway contributions to Waller County for Bartlett Road (Item B.10, Pg. 17).
- 7) Updated total number of lots allowed from 600 to 650 and updated total number of projected lots from 545 to 568 (Item C.1., Pg. 18).
- 8) Various formatting changes as needed (changes throughout).

Exhibit C Revision:

- 1) Updated General Plan to reflect current land plan.

Regards,



Brad Sweitzer PLA, AICP



TBPE No. F-726
TBPLS No. 10092300

EXHIBIT B PLAN OF DEVELOPMENT LAKES OF CANE ISLAND

Deleted: MORTON 180 TRACT

A. Introduction

This proposed development is an important opportunity for Waller County to participate in the strategic planning of a single family community, further setting the tone for future development in the area. The proposed plan is intended to align elements of the County's requirements and goals with the goals and objectives of a contemporary master-planned development. The quality and cohesiveness of this development should continue to set the standard for the type of development the County desires to promote within its jurisdiction.

Lakes of Cane Island (Project) is a single family community consisting of approximately 221.5 acres, located north of Morton Road, south of Clay Road, and approximately half a mile west of Pitts Road. It is located fully within Waller County.

Deleted: Morton 180 Tract

Deleted: 178.7

Deleted: and the City of Houston Extraterritorial Jurisdiction...

The developer desires to construct a community consisting of recreational amenities and open space, with a range of housing types and prices.

Deleted: The Project will have a different name in the future and is referred to as Morton 180 Tract temporarily....

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted on Figure 2 - Conceptual Plan. The land plan depicted in Figure 2 is preliminary and subject to change.

1. This Plan of Development 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

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the County. If any provision or regulation of any County ordinance applicable in the Lakes of Cane Island Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Lakes of Cane Island PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this ordinance.

Deleted: Morton 180 Tract

Deleted: Morton 180 Tract

2. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.
3. The Project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1 - Boundary Exhibit

Figure 2 - Conceptual Plan

Figure 3 - Landscape and Open Space Plan

Figure 4 - Street Type Designation Map

Figure 5 - Street Cross-Section, Local Residential Street

Figure 6 - Street Cross-Section, Collector Street

Figure 7 - Fence Exhibit

4. A homeowners' association 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 shall be maintained by said District.
5. The homeowners' association shall enforce deed restrictions.
6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" below shall be provided with the recommended subgrade composition per the analysis.

Paving Standards	Local Streets	Collector Streets
Minimum Standard	6" thick concrete	7" thick concrete
Increased Standard	7" thick concrete	8" thick concrete

7. The developer or Municipal Utility District shall maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one-year period but no longer than the earlier to occur of a two-year period or until 100% of the residences which are served by the accepted roads are substantially completed.

ENGINEERING THE FUTURE
SINCE 1936

Exhibit 'B' Pg. 3

8. Waller County Municipal Utility District No. 58 has been created upon the property associated with the Project described in Exhibit 'A' to the Agreement.
9. Along the eastern boundary of the Project there are two public right-of-ways that abut the subject property, Hall-Thompson Road and Katy Prairie Drive. These are gated and only accessible through the private neighborhoods to the east. As such, a variance was approved by the City of Houston Planning Department on November 10, 2022 to not extend the public right-of-way for Hall-Thompson Road or to dedicate additional right-of-way for Katy Prairie Drive into and within the subject property.
10. The developer shall provide a fee in lieu of making improvements to Clay Road, Morton Road, and Bartlett Road. The current cost to construct one half of a major thoroughfare boulevard is approximately \$375 per linear foot. Since the Project has approximately 1,770 linear feet of frontage along Clay Road, the developer shall provide \$663,750 to Waller County when the first final plat is submitted that abuts Clay Road. Furthermore, since the Project has approximately 510 linear feet of frontage along Morton Road, the developer shall provide \$191,250 to Waller County when the first final plat is submitted that abuts Morton Road. Lastly, since the Project has approximately 2,641 linear feet of frontage along Bartlett Road, the developer shall provide \$990,375 when the first final plat is submitted that abuts Bartlett Road. If the cost to construct one half of a major thoroughfare boulevard has decreased by the time of plat submittal, the developer shall be permitted to submit a revised cost estimate for improvements to Clay and Morton to reflect the updated cost and, upon the County's approval of the revised cost estimate figures, shall only be obligated to pay the County the revised cost.
11. The developer shall dedicate up to 60 feet of right-of-way for Morton Road and Clay Road so that the ultimate right-of-way width for each road can be 120 feet. The dedication shall occur in a piecemeal fashion along with each plat that abuts a portion of Morton Road or Clay Road.

C. Land Uses

1. The maximum number of single-family lots shall not exceed 650 lots (unless additional tracts of land are acquired and added to this PD). Currently, there is planned to be approximately 568 lots.
2. Within the boundary of the proposed Plan of Development, land shall be dedicated for neighborhood park purposes, to equal one acre for each 54 proposed dwelling units. A minimum of 10.1 acres shall be dedicated for these purposes (568 lots/54 = 10.5 acres). If additional lots are platted, the commensurate amount of parkland shall be dedicated. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own with regard to parkland dedication as parkland dedication shall be considered on a project total basis.

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D. Development Regulations

Area within the PD shall be developed in accordance with the following regulations:

1. The maximum number of lots shall not exceed 650 lots (unless additional tracts of land are acquired and added to this PD).
2. Minimum lot size: 40 feet minimum width and 5,000 square feet minimum area as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
3. Maximum lot coverage: 65% calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.
4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.
5. Minimum side yard building setbacks: five 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.
6. Minimum rear yard building setback: Ten feet, except when the rear utility easement width is greater than ten feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than 15 feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is 25 feet measured from the street right-of-way line and a minimum of ten 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 between the detached one-story garage and the rear property line may be reduced to a minimum of three feet if a minimum of 25 feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major thoroughfare.
7. The minimum right-of-way width for local streets within the PD shall be 50 feet as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
8. The minimum right-of-way width for collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
9. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius

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Exhibit 'B' Pg. 5

of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on September 28, 2022, and are described in Exhibit D.

10. For collector streets, curves shall have a minimum centerline radius of 650 feet. Reverse curves shall be separated by a tangent distance of not less than 150 feet. The provisions of this standard were approved by variance by Commissioner's Court on August 16, 2023, and are described in Exhibit D.
11. Cul-de-sac bulbs shall have a 60-foot right-of-way radius and a 50-foot paving radius as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
12. Shade Trees:
 - (a) All lots shall have a minimum of one tree, planted in the front yard setback. The trees must be a minimum of 2.5 inches in caliper width and a minimum height of eight feet as measured at the tree trunk from the ground as planted.
 - (b) In addition, on corner lots, 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.
13. Parking:
 - (a) Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:
 - (b) Resident Parking Vehicles of residents shall be parked in the resident's garage or driveway.
 - (c) 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.
 - (d) 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.

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14. Screening:

- (a) Where residential lots are platted adjacent to major thoroughfares, a minimum 8-foot-tall masonry/pre-cast concrete fence shall be built along the back or side lot line adjacent to said major thoroughfares, as shown on Figure 7 - Fence Exhibit.

E. Parks, Recreation and Trails – As shown in Figure 3 - Landscape and Open Space Plan, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

1. At least 50% of the acreage required for neighborhood parkland shall be provided by the following:
 - (a) Pocket parks: recreation reserves of a minimum 1/4 acre.
 - (b) Community parks: recreation reserves of a minimum of 1/2 acre.
 - (c) Each home shall be located within 1/4 mile of a pocket park or 1/2 mile from a community park.
2. The remainder of the acreage required for neighborhood parkland may be provided by the following:
 - (a) Unencumbered landscape buffer and open space
 - (b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, which shall qualify at a 50% credit for public park, if it complies with criteria listed below:
 - Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet.
 - Side slopes do not exceed a four to one (4:1) ratio
3. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:
 - Front a minimum of 60 feet on a public street.
 - Contain additional man-made improvements provided by the developer, such as concrete cart paths, sidewalks, benches, playgrounds, or shelters that facilitate an active/passive human recreational role.
4. Minimum four-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 ADA standards.
5. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate four-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. And

Exhibit 'B' Pg. 7

if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.

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F. Street Plan and Cross-Sections

All new construction will be concrete curb and gutter with ultimate storm sewer.

1. Street cross sections listed below.
 - Figure 5 - Street cross-section, Local Residential Street.
 - Figure 6 - Street cross-section, Collector Street
2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.

G. Building Regulations – Single-family homes within the PD shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), fiber cement siding (i.e. Hardie Plank siding), and glass, and shall comprise at least 70% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings) and 50% of the remaining façades.
2. Secondary exterior finishes shall include wood and ceramic tiles.
3. Use of architectural metals may include canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. The following building materials shall not be used on the exterior finish:
 - i. Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels
 - ii. Smooth or untextured concrete surfaces
 - iii. Exterior Insulated Finish Systems (E.I.F.S.)
 - iv. Unfired or underfired clay, sand, or shale brick

FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AGREEMENT

This First Amendment to Subdivision Development Agreement with attached exhibits (“First Amendment”) is entered into by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, Texas Land Holdings LLC (“Texas Land”), a Delaware limited liability company, PHHOU – Cane Island 178, LLC (“PHHOU”), a Texas limited liability company, Drees Custom Homes LP (“DREES”), a Texas limited partnership, and Chesmar Homes LLC (“CHESMAR”), a Texas limited liability company.

WHEREAS, pursuant to that certain Subdivision Development Agreement between Texas Land and the County, effective October 19, 2023 (the “Development Agreement”), Texas Land agreed to develop certain property within Waller County, Texas as described in the Development Agreement (the “Original Property”) in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. as detailed in the Development Agreement; and

WHEREAS, on February 2, 2024, pursuant to Section 2 of the Development Agreement, Texas Land entered into that certain Partial Assignment of Subdivision Development Agreement (the “Partial Assignment”) under which Texas Land assigned its rights and obligations for all of the Original Property save and except four acres to PHHOU, an Affiliate of Perry Homes, LLC; and

WHEREAS, PHHOU has purchased or intends to purchase an additional approximately 42-acre tract adjacent to the Original Property (the “Additional Property”) and may acquire additional property in the future; and

WHEREAS, the Parties wish to amend the Development Agreement to include the Additional Property and certain after-acquired property;

IN CONSIDERATION of the mutual covenants and promises set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first recital on p. 1 of the Development Agreement is hereby deleted and replaced with the following:

WHEREAS, Developer has purchased or intends to purchase approximately 221.5 acres of real property (the “Lakes of Cane Island Tract”) in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into a residential subdivision (“Developer’s Property”); and

2. Exhibits A, B, and C to the Development Agreement are hereby deleted and replaced with Exhibits A, B, and C attached to this First Amendment.
3. All references in the Development Agreement to the "Morton 180 Tract" are hereby deleted and replaced with the "Lakes of Cane Island Tract."
4. A new paragraph 13. is hereby added to the agreement as follows:

13. AFTER-ACQUIRED PROPERTY. In the event Developer acquires additional property within Waller County adjacent to or near the Lakes of Cane Island Tract, such property shall be included within the definition of Developer's Property and shall be subject to the terms of this Agreement, upon written notice from the Developer to the County reciting the intent of the Developer that the additional property shall be subject to this Agreement.
5. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Development Agreement.
6. Except as specifically amended by this First Amendment, the Development Agreement, as partially assigned by the Partial Assignment, shall remain in full force and effect in accordance with its original terms and conditions.

[EXECUTION PAGES FOLLOW]

WALLER COUNTY

By: _____

Carbett “Trey” J. Duhon III

County Judge

Date

STATE OF TEXAS §

§

COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Carbett “Trey” J. Duhon III, County Judge of Waller County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

[S E A L]

Notary Public, State of Texas

TEXAS LAND HOLDINGS LLC,
a Delaware limited liability company

By: _____

Mathew Lawson, Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Mathew Lawson, Authorized Agent of Texas Land Holdings LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]

Notary Public, State of Texas

PHHOU – Cane Island 178, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____,
2025, by _____, _____ of PHHOU – Cane Island
178, LLC, a Texas limited liability company, on behalf of said limited liability company.

[S E A L]

Notary Public, State of Texas

DREES CUSTOM HOMES LP,
a Texas limited partnership

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Andrew Howells, Authorized Agent of DREES CUSTOM HOMES LP, a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

Notary Public, State of Texas

CHESMAR HOMES, LLC,
a Texas limited liability company

By:_____

Name:_____

Title:_____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____,
2025, by Jon Adkins, Authorized Agent of CHESMAR HOMES, LLC, a Texas limited liability
company, on behalf of said limited liability company.

[S E A L]

Notary Public, State of Texas

EXHIBITS

EXHIBIT A – Real Property Description

EXHIBIT B – Plan of Development

EXHIBIT C – General Land Plan

EXHIBIT D – Approved Variances

EXHIBIT E – Memorandum of Agreement

Exhibit A

Real Property Description

**METES AND BOUNDS DESCRIPTION
BEING 178.71 ACRES
LOCATED IN THE
H. & T. C. R.R. COMPANY SURVEY,
SECTION NO. 127,
ABSTRACT NO. 205
WALLER COUNTY, TEXAS**

Item 27.

DESCRIPTION OF A 178.71 ACRE TRACT OF LAND LOCATED IN THE H. & T. C. R.R. COMPANY SURVEY, SECTION NO. 127, ABSTRACT NO. 205, WALLER COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO TEXAS LAND HOLDINGS LLC AND BEING CALLED PARCEL 1 (24.86 ACRES), PARCEL 2 (42.89 ACRES), PARCEL 3 TRACTS 1, 2 AND 3 (79.78 ACRES), AND PARCEL 4 (31.18 ACRES) BY SPECIAL WARRANTY RECORDED UNDER FILE NUMBER NO. 2204003 WALLER COUNTY DEED RECORDS (W.C.D.R.), SAID 178.71 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS THE SIX SEPARATE TRACTS REFERRED TO IN SAID DEED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

PARCEL 1 – 24.86 ACRES

COMMENCING at a cotton spindle called for and found at the intersection of Morton Road (based on a width of 60 feet as occupied) with Pitts Road (based on a width of 60 feet as occupied) marking the recognized apparent southeasterly corner of the said H. & T. C. R.R. Survey, A-205 and the Lakes of Katy, a subdivision as per plat recorded in Volume 823, Page 575 of the Waller County Deed Records (W.C.D.R.);

THENCE, South 87°59'06" West, along the southerly line of the H. & T. C. R.R. Survey, A-205 with said Morton Road for a distance of 2,628.26 feet to a cotton spindle called for and found in the northerly line of Cane Island Section 35, a subdivision as per plat recorded in recorded under File No. 2208766 W.C.D.R. marking the southwesterly corner said Lakes of Katy subdivision and the southeasterly corner of the residue of a called 28.589 acre tract recoded under W.C.D.R. 1201459;

THENCE, North 01°53'03" West, along the common line of said Lakes of Katy subdivision and the said 28.589 acre tract for a distance of 535.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" called for and found marking the southeasterly corner and **POINT OF BEGINNING** of the herein described 24.86 acre tract of land;

- (1) **THENCE**, South 87°59'06" West, passing at a distance of 302.84 feet a 1/2-inch capped iron pipe stamped "Kalkomey" called for and found marking the northeasterly corner of that certain tract of land called 2.579 acres as described in the deed recorded under File No. 1303399 W.C.D.R., and continuing along the northerly line of the called 2.579 acre tract for a total distance of 512.84 feet to a 1/2-inch capped iron pipe stamped "Kalkomey" called for and found marking the northwesterly corner of the called 2.579 acre tract and the southwesterly corner of said Parcel 1 and being in the easterly line of the aforementioned 31.18 acre Parcel 4;
- (2) **THENCE**, North 01°53'03" West, along the common line between Parcel 1 and Parcel 4 for a distance of 2,111.40 feet to a 1/2-inch iron pipe called for and found marking the northerly common corner of said parcels being in the southerly line of the aforementioned 24.86 acre Parcel 3 Tract 2;
- (3) **THENCE**, North 87°55'00" East, along the common line between the said Parcel 1 and Parcel 3 Tract 2, passing at a distance of 1.47 feet a 5/8-inch iron rod called for an found marking the southeasterly corner of said Parcel 3 Tract 2 and the southwesterly corner of the aforementioned Parcel 42.89 acre Parcel 2, and continuing in common therefrom for a total distance of 512.84 to a 1/2-inch iron pipe called for and found marking the northerly common corner of the aforementioned Lakes of Katy subdivision and Parcel 1;
- (4) **THENCE**, South 01°53'03" East, along the common line between the Lakes of Katy subdivision and Parcel 1 for a distance of 2,112.02 feet to the **POINT OF BEGINNING** and containing 24.86 acres of land. This description accompanies a Land Title Survey (22108300V-PBLT01.dwg) prepared by EHRA, Inc. July 25, 2022.

PARCEL 2 – 42.89 ACRES

COMMENCING at a 1/2-inch iron pipe found marking the northerly common corner of that certain tract of land called 42.786 acres tract described under File No. 1307040 W.C.D.R. and that certain tract of land called 113.32 acres described under Volume 677, Page 041 W.C.D.R., being the apparent northwesterly corner of said H. & T. C. R.R. Survey, A-205, and generally located in Clay Road (80 feet wide based on a width of 30 feet on the south recorded under Vol. 106, Pg. 402 W.C.D.R. and 50 feet on the north dedicated by the plats recorded under File No. 2108104, 2108105 and 2108763 W.C.D.R.)

THENCE, North 88°00'47" East, along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of 2,112.38 feet to a "MAG" nail called for and found marking the northwesterly corner and **POINT OF BEGINNING** of the herein described 42.89 tract of land and the northeasterly corner of that certain tract of land called 5.909 acres as described in the deed recorded under File No. 1506642 W.C.D.R.;

- (1) **THENCE**, North 88°00'47" East continuing along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of distance of 708.54 feet to a cotton spindle called for and found marking the northeasterly corner of said Parcel 2 and the northwesterly corner of that certain tract of land called 7.1526 acres as described in the deed recorded under File No. 1403000 W.C.D.R.;
- (2) **THENCE**, South 01°53'23" East, along the easterly line of Parcel 2 common to the called 7.1526 acre tract, passing at a distance of 22.73 feet a 1-inch iron pipe called for and found for reference, and continuing along said common line for a total distance of 2,636.49 feet to a 1/2-inch capped iron pipe stamped "Kalkomey" called for and found marking the southwesterly corner of August Lakes Section 1, a subdivision as per plat recorded in recorded under File No. 201502916 W.C.D.R., being in the northerly line of the aforementioned Lakes of Katy subdivision;
- (3) **THENCE**, South 88°01'56" West, along the northerly line of the Lakes of Katy subdivision for a distance of 197.17 feet a 1/2-inch iron pipe called for and found marking the northwesterly corner of said subdivision and the northeasterly corner of aforesaid 24.86 acre Parcel 1;
- (4) **THENCE**, South 87°55'00" West, along the common line between Parcel 1 and Parcel 2 for a distance of 511.37 feet to a 5/8-inch iron rod called for and found marking the southeasterly corner of the aforementioned 24.86 acre Parcel 3 Tract 2 and the southwesterly corner of Parcel 2;
- (5) **THENCE**, North 01°53'23" West, along the common line between Parcel 2 and Parcel 3 Tract 2, passing at a distance of 1,879.18 feet a 1/2-inch iron rod called for and found marking the southeasterly corner of the aforementioned 5.909 acre tract, passing at a distance of 2,614.59 feet a 1-inch iron pipe found for reference, and continuing along said common line for a total distance of 2,637.29 feet to the **POINT OF BEGINNING** and containing 42.89 acres of land. This description accompanies a Land Title Survey (22108300V-PBLT01.dwg) prepared by EHRA, Inc. July 25, 2022.

PARCEL 3 – TRACT 1 – 12.12 ACRES

COMMENCING at a 1/2-inch iron pipe found marking the northerly common corner of that certain tract of land called 42.786 acres tract described under File No. 1307040 W.C.D.R. and that certain tract of land called 113.32 acres described under Volume 677, Page 041 W.C.D.R., being the apparent northwesterly corner of said H. & T. C. R.R. Survey, A-205, and generally located in Clay Road (80 feet wide based on a width of 30 feet on the south recorded under Vol. 106, Pg. 402 W.C.D.R. and 50 feet on the north dedicated by the plats recorded under File No. 2108104, 2108105 and 2108763 W.C.D.R.)

THENCE, North 88°00'47" East, along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of 1,404.21 feet to a "MAG" nail called for and found marking the northwesterly corner and **POINT OF BEGINNING** of the herein described 12.12 acre tract of land and the northeasterly corner of the aforementioned 42.80 acre Parcel 3 Tract 3;

- (1) **THENCE**, North 88°00'47" East continuing along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of 200.04 to a "P.K." nail called for and found marking the northeasterly corner of Parcel 3 Tract 1 and the northwesterly corner of aforementioned 24.86 acre Parcel 3 Tract 2;
- (2) **THENCE**, South 01°53'23" East, along the common line between Parcel 3 Tract 1 and Parcel 3 Tract 2, passing at a distance of 22.41 feet a 1/2-inch iron rod called for and found for reference, and continuing along said common line for a total distance of 2,638.14 feet to a 1/2-inch iron rod called for and found marking the southerly common corner of said parcels being in the northerly line of the aforementioned 31.18 acre Parcel 4;
- (3) **THENCE**, South 87°55'00" West, along the common line between Parcel 3 Tract 1 and Parcel 4, passing at a distance of 6.66 feet a 1/2-inch iron rod called for and found marking the northwesterly corner of said Parcel 4 and the northeasterly corner of that certain tract of land called 28.455 acres as described in the deed recorded under File No. 1508651 W.C.D.R., and continuing along the common line therefrom for a total distance of 200.04 feet to a 5/8-inch iron rod called for and found marking the southeasterly corner of the aforementioned 42.806 acre Parcel 3 Tract 3 and the southwesterly corner of Parcel 3 Tract 1;
- (6) **THENCE**, North 01°53'23" West, along the common line between Parcel 3 Tract 1 and Parcel 3 Tract 3, passing at a distance of 2,616.20 feet a 1-inch iron pipe called for and found for reference, and continuing along said common line for a total distance of 2,638.48 feet to the **POINT OF BEGINNING** and containing 12.12 acres of land. This description accompanies a Land Title Survey (22108300V-PBLT01.dwg) prepared by EHRA, Inc. July 25, 2022.

PARCEL 3 – TRACT 2– 24.86 ACRES

COMMENCING at a 1/2-inch iron pipe found marking the northerly common corner of that certain tract of land called 42.786 acres tract described under File No. 1307040 W.C.D.R. and that certain tract of land called 113.32 acres described under Volume 677, Page 041 W.C.D.R., being the apparent northwesterly corner of said H. & T. C. R.R. Survey, A-205, and generally located in Clay Road (80 feet wide based on a width of 30 feet on the south recorded under Vol. 106, Pg. 402 W.C.D.R. and 50 feet on the north dedicated by the plats recorded under File No. 2108104, 2108105 and 2108763 W.C.D.R.)

THENCE, North 88°00'47" East, along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of 1,604.24 feet to a "PK" nail called for and found marking the northwesterly corner and **POINT OF BEGINNING** of the herein described 24.86 acre tract of land and the northeasterly corner of the aforementioned 12.12 acre Parcel 3 Tract 1;

- (1) **THENCE**, North 88°00'47" East, continuing along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of distance of 160.17 feet to a "MAG" nail called for and found marking the northeasterly corner of Parcel 3 Tract 2 and the northwesterly corner of that certain tract of land called 5.909 acres as described in the deed recorded under W.C.C.F. No. 1506642;
- (2) **THENCE**, South 03°14'07" East, along the easterly line of Parcel 3 Tract 2 common to the called 5.909 acre tract, passing at a distance of 22.62 feet a 1/2-inch iron rod called for and found for reference, and continuing along said common line for a total distance of 759.70 feet to a 1/2-inch capped iron rod stamped "RPLS 2085" called for and found marking the southwesterly corner of the called 5.909 acre tract;
- (3) **THENCE**, North 87°46'07" East, along the common line of Parcel 3 Tract 2 and the called 5.909 acre tract for a distance of 330.13 feet to a 1/2-inch iron rod called for and found marking the southeasterly corner of the called 5.909 acre tract being in the westerly line of the aforementioned 42.89 acre Parcel 2;
- (4) **THENCE**, South 01°53'23" East, along the common line between Parcel 3 Tract 2 and Parcel 2 for a distance of 1,879.18 feet to a 5/8-inch iron rod called for and found marking the southerly common corner of said parcels being in the northerly line of the aforementioned 24.86 acre Parcel 1;

- (5) **THENCE**, South 87°55'00" West, along the common line between Parcel 3 Tract 2 and Parcel 1, passing at a distance of 1.47 feet a 1/2-inch iron pipe called for and found marking the northwesterly corner of Parcel 1 and the northeasterly corner of the aforementioned 31.18 acre Parcel 4, and continuing along the common line therefrom for a total distance of 508.14 feet to a 1/2-inch iron rod called for and found marking the southeasterly corner of the aforementioned 12.12 acre tract Parcel 3 Tract 1 and the southwesterly corner of Parcel 3 Tract 2;
- (6) **THENCE**, North 01°53'23" West, along the common line between Parcel 3 Tract 1 and Parcel 3 Tract 2, passing at a distance of 2,615.73 feet a 1/2-inch iron rod called for and found for reference, and continuing along the common line therefrom for a total distance of 2,638.14 feet to the **POINT OF BEGINNING** and containing 24.86 acres of land. This description accompanies a Land Title Survey (22108300V-PBLT01.dwg) prepared by EHRA, Inc. July 25, 2022.

PARCEL 3 – TRACT 3– 42.80 ACRES

COMMENCING at a 1/2-inch iron pipe found marking the northerly common corner of that certain tract of land called 42.786 acres tract described under File No. 1307040 W.C.D.R. and that certain tract of land called 113.32 acres described under Volume 677, Page 041 W.C.D.R., being the apparent northwesterly corner of said H. & T. C. R.R. Survey, A-205, and generally located in Clay Road (80 feet wide based on a width of 30 feet on the south recorded under Vol. 106, Pg. 402 W.C.D.R. and 50 feet on the north dedicated by the plats recorded under File No. 2108104, 2108105 and 2108763 W.C.D.R.)

THENCE, North 88°00'47" East, along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of 702.12 feet to a 1/2-inch capped iron pipe stamped "Kalkomey" called for and found marking the northwesterly corner and **POINT OF BEGINNING** of the herein described 42.80 acre tract of land and the northeasterly corner of the aforementioned 42.786 acre tract;

- (1) **THENCE**, North 88°00'47" East continuing along the apparent northerly line of the H. & T. C. R.R. Survey, A-205 and generally with said Clay Road for a distance of 702.08 feet to a "MAG" nail called for and found marking the northeasterly corner of Parcel 3 Tract 3 and the northwesterly corner of the aforementioned 12.12 acre Parcel 3 Tract 1;
- (2) **THENCE**, South 01°53'23" East, along the common line between Parcel 3 Tract 3 and Parcel 3 Tract 1, passing at a distance of 22.28 feet a 1-inch iron pipe called for and found for reference, and continuing along said common line for a total distance of 2,638.48 feet to a 5/8-inch iron rod called for and found marking the southerly common corner of said parcels being in the northerly line of that certain tract of land called 28.455 acres as described in the deed recorded under File No. 1508651 W.C.D.R.;
- (3) **THENCE**, South 87°55'00" West, along the common line between Parcel 3 Tract 3 and the called 28.455 acre tract, passing at a distance of 319.97 feet a 3/8-inch iron rod called for and found marking the northwesterly corner of the said 28.455 acre tract, and continuing therefrom for a total distance of 710.82 feet to a 1/2-inch capped iron pipe stamped "Kalkomey" called for and found marking the southeasterly corner of the aforementioned 42.786 acre tract and the southwesterly corner of Parcel 3 Tract 3;
- (4) **THENCE**, North 01°42'01" West, along the common line between Parcel 3 Tract 3 and the called 42.786 acre tract for a distance of 2,639.71 feet to the **POINT OF BEGINNING** and containing 42.80 acres of land. This description accompanies a Land Title Survey (22108300V-PBLT01.dwg) prepared by EHRA, Inc. July 25, 2022.

PARCEL 4 – 31.18 ACRES

COMMENCING at a cotton spindle at the intersection of Morton Road (based on a width of 60 feet as occupied) with the centerline of Bartlett Road (based on a width of 60 feet as occupied) called for and found marking the recognized apparent southwesterly corner of the said H. & T. C. R.R. Survey, A-205;

THENCE, North 87°59'06" East, along the southerly line of the H. & T. C. R.R. Survey, A-205 with said Morton Road for a distance of 1,613.90 feet to a "MAG" nail called for and found in the northerly line of that certain tract of land called 23.5782 acres as described in the deed recorded

under Volume 995, Page 420 W.C.D.R. marking the southwesterly corner and **POINT OF BEGINNING** of the herein described 31.18 acre tract of land;

- (1) **THENCE**, North 01°53'03" West, along the westerly line of Parcel 4, passing at a distance of 230.91 a point from which a 1/2-inch iron rod called for and found marking the easterly common corner of that certain tract of land called 0.9103 acres as described in the deed recorded under File No. 601133 W.C.D.R. and that certain tract of land called 28.455 acres as described in the deed recorded under File No. 1508651 W.C.D.R. bears S 87° W for a distance of 0.9 feet, and continuing along the said westerly line of Parcel 4 for a total distance of 2,645.79 feet to a 1/2-inch iron rod called for and found marking the northwesterly corner of Parcel 4 and the northeasterly corner of the 28.455 acre tract and being in the southerly line of the aforementioned 12.12 acre Parcel 3 Tract 1;
- (2) **THENCE**, North 87°55'00" East, along the common line between Parcel 4 and Parcel 3 Tract 1, passing at a distance of 6.66 feet a 1/2-inch iron rod called for and found marking the southerly common corner of Parcel 3 Tract 1 and the aforementioned 24.86 acre Parcel 3 Tract 2, and continuing in common therefrom for a total distance of 513.33 feet to a 1/2-inch iron pipe called for and found marking the northeasterly corner of Parcel 4 and the northwesterly corner of the aforementioned 24.86 acre Parcel 1;
- (3) **THENCE**, South 01°53'03" East, along the common line between Parcel 4 and Parcel 1, passing at a distance of 2,111.40 feet a 5/8-inch iron rod found marking the northwesterly corner of that certain tract of land called 2.579 acres as described in the deed recorded under File. No. 1303399 W.C.D.R. and the southwesterly corner of Parcel 1, and continuing along the common line therefrom, passing at a distance of 2,616.40 feet a 1/2-inch iron rod found for reference, and continuing for a total distance of 2,646.40 feet to a "MAG" nail called for and found along Morton Road in the southerly line of the aforementioned H. & T. C. R.R. Survey, A-205 marking the southwesterly corner of said 2.579 acre tract and the southeasterly corner of Parcel 4 being in the northerly line of Cane Island Section 36 as per plat recorded under File No. 2207574 W.C.D.R.;
- (4) **THENCE**, South 87°59'06" West, along the southerly line of the H. & T. C. R.R. Survey, A-205 with said Morton Road, passing at a distance of 29.51 feet a cotton spindle called for and found marking the northwesterly corner of Cane Island Section 36 and the northeasterly corner of that certain tract of land called 4.3028 acres as described in the deed recorded under Volume 995, Page 420, W.C.D.R., and continuing along said common line for a distance of total distance of 513.33 feet to the **POINT OF BEGINNING** and containing 31.18 acres of land, and when all six tracts herein described are combined, they have a total area of 178.71 acres of land. This description accompanies a Land Title Survey (22108300V-PBLT01.dwg) prepared by EHRA, Inc. July 25, 2022.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC.

dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: July 25, 2022

Job No: 221-083-00

File No: R:\2022\221-083-00\Docs\Description\Boundary\22108300-MB-PBLT01.doc

**METES AND BOUNDS DESCRIPTION
BEING 42.76 ACRES
LOCATED IN THE
H. & T. C. R.R. COMPANY SURVEY,
SECTION NO. 127, ABSTRACT NO. 205
WALLER COUNTY, TEXAS**

Item 27.

DESCRIPTION OF 42.76 ACRES OF LAND LOCATED IN THE H. & T. C. R.R. COMPANY SURVEY, SECTION NO. 127, ABSTRACT NO. 205, WALLER COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 42.786 ACRE TRACT DESCRIBED IN DEED TO SCOTT AND KIMBERLY WILLIAMS UNDER FILE NUMBER 1307D40 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.); SAID 42.76 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 1/2-inch iron pipe called for and found marking the northwest corner of said 42.786 acre tract, same being the northeast corner of that certain tract of land called 113.32 acres described under Volume 677, Page 041 W.C.D.R., being the apparent northwest corner of said H. & T. C. R.R. Survey, A-205, the northeast corner of the T. Reese Survey, A-333, the southeast corner H. & T. C. R.R. Survey, A-201 and the southwest corner of the J. McCutchen Survey, A-308, also being generally located in Clay Road (80 feet wide based on a width of 30 feet on the south recorded under Volume 106, Page 492 of the W.C.D.R. and 50 feet on the north dedicated by the plats recorded under File No. 2108104, 2108105 and 2108763 of the W.C.D.R.);

- (1) **THENCE**, North $BB^{\circ}00'47''$ East, along the apparent northerly line of the said H. & T. C. R.R. Survey, A-205 and generally with said Clay Road, passing at a distance of 4.12 feet a "MAG Nail" found for reference and continuing for a total distance of 7D2.12 feet to a S/8-inch iron rod with cap stamped "EHRA 713.7B4.4500" called for and found marking the northwest corner of a called 17B.71 acre tract of land described by deed recorded under File No. 2401492 of the W.C.D.R., same being the northeast corner of the said 42.786 acre tract;
- (2) **THENCE**, South $01^{\circ}42'D1''$ East, along the common line of the said 42.786 acre tract and said 17B.71 acre tract, passing at a distance of 30.00 feet a 1/2-inch iron pipe with cap stamped "Kalkomey" called for and found in the southerly right-of-way of said Clay Road and continuing for a total distance of 2,639.71 feet to a 1/2-inch iron pipe with cap stamped "Kalkomey" called for and found marking the the southerly common corner of said tracts, being in the northerly line of a called S2.777 acre tract recorded under File No. 140711B of the W.C.D.R.;
- (3) **THENCE**, South $87^{\circ}SS'00''$ West, along the common line of the said 42.786 acre tract and said S2.777 acre tract for a distance of 7DB.9B feet to a 1-3/4-inch iron pipe called for and found marking the southwest corner of the said 42.786 acre tract, the southeast corner of the aforementioned 113.32 acre tract and being the northerly common corner of the said S2.777 acre tract and a called 3.B1 acre tract of land recorded under File No. 160B286 of the W.C.D.R.;
- (4) **THENCE**, North $01^{\circ}33'06''$ West, along the common line between the said 42.786 acre tract and the said 113.32 acre tract, passing at a distance of 1,640.94 feet a 1/2-inch iron pipe with cap stamped "Kalkomey" called for and found marking the southwesterly corner of that certain 1.607 acre release tract recorded under Volume 762, Page 674 of the W.C.D.R., passing at a distance of 2,610.89 feet a 1/2-inch iron pipe with cap stamped "Kalkomey" called for and found in the southerly right-of-way line of said Clay Road, and continuing for a total distance of 2,640.94 feet to the **POINT OF BEGINNING** and containing 42.76 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-7B4-450D



Date: November 26, 2024

Job No: 231-068-00

File No: R:\2023\231-068-00\Docs\Description\Boundary\23106860V-MB-PBLT01.doc

Exhibit B

Plan of Development

EXHIBIT B PLAN OF DEVELOPMENT LAKES OF CANE ISLAND

A. Introduction

This proposed development is an important opportunity for Waller County to participate in the strategic planning of a single family community, further setting the tone for future development in the area. The proposed plan is intended to align elements of the County's requirements and goals with the goals and objectives of a contemporary master-planned development. The quality and cohesiveness of this development should continue to set the standard for the type of development the County desires to promote within its jurisdiction.

Lakes of Cane Island (Project) is a single family community consisting of approximately 221.5 acres, located north of Morton Road, south of Clay Road, and approximately half a mile west of Pitts Road. It is located fully within Waller County.

The developer desires to construct a community consisting of recreational amenities and open space, with a range of housing types and prices.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted on Figure 2 - Conceptual Plan. The land plan depicted in Figure 2 is preliminary and subject to change.

1. This Plan of Development 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

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the County. If any provision or regulation of any County ordinance applicable in the Lakes of Cane Island Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Lakes of Cane Island PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this ordinance.
2. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.
3. The Project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1 - Boundary Exhibit

Figure 2 - Conceptual Plan

Figure 3 - Landscape and Open Space Plan

Figure 4 - Street Type Designation Map

Figure 5 - Street Cross-Section, Local Residential Street

Figure 6 - Street Cross-Section, Collector Street

Figure 7 - Fence Exhibit

4. A homeowners' association 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 shall be maintained by said District.
5. The homeowners' association shall enforce deed restrictions.
6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" below shall be provided with the recommended subgrade composition per the analysis.

Paving Standards	Local Streets	Collector Streets
Minimum Standard	6" thick concrete	7" thick concrete
Increased Standard	7" thick concrete	8" thick concrete

7. The developer or Municipal Utility District shall maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one-year period but no longer than the earlier to occur of a two-year period or until 100% of the residences which are served by the accepted roads are substantially completed.



8. Waller County Municipal Utility District No. 58 has been created upon the property associated with the Project described in Exhibit 'A' to the Agreement.
9. Along the eastern boundary of the Project there are two public right-of-ways that abut the subject property, Hall-Thompson Road and Katy Prairie Drive. These are gated and only accessible through the private neighborhoods to the east. As such, a variance was approved by the City of Houston Planning Department on November 10, 2022 to not extend the public right-of-way for Hall-Thompson Road or to dedicate additional right-of-way for Katy Prairie Drive into and within the subject property.
10. The developer shall provide a fee in lieu of making improvements to Clay Road, Morton Road, and Bartlett Road. The current cost to construct one half of a major thoroughfare boulevard is approximately \$375 per linear foot. Since the Project has approximately 1,770 linear feet of frontage along Clay Road, the developer shall provide \$663,750 to Waller County when the first final plat is submitted that abuts Clay Road. Furthermore, since the Project has approximately 510 linear feet of frontage along Morton Road, the developer shall provide \$191,250 to Waller County when the first final plat is submitted that abuts Morton Road. Lastly, since the Project has approximately 2,641 linear feet of frontage along Bartlett Road, the developer shall provide \$990,375 when the first final plat is submitted that abuts Bartlett Road. If the cost to construct one half of a major thoroughfare boulevard has decreased by the time of plat submittal, the developer shall be permitted to submit a revised cost estimate for improvements to Clay and Morton to reflect the updated cost and, upon the County's approval of the revised cost estimate figures, shall only be obligated to pay the County the revised cost.
11. The developer shall dedicate up to 60 feet of right-of-way for Morton Road and Clay Road so that the ultimate right-of-way width for each road can be 120 feet. The dedication shall occur in a piecemeal fashion along with each plat that abuts a portion of Morton Road or Clay Road.

C. Land Uses

1. The maximum number of single-family lots shall not exceed 650 lots (unless additional tracts of land are acquired and added to this PD). Currently, there is planned to be approximately 568 lots.
2. Within the boundary of the proposed Plan of Development, land shall be dedicated for neighborhood park purposes, to equal one acre for each 54 proposed dwelling units. A minimum of 10.1 acres shall be dedicated for these purposes ($568 \text{ lots} / 54 = 10.5 \text{ acres}$). If additional lots are platted, the commensurate amount of parkland shall be dedicated. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own with regard to parkland dedication as parkland dedication shall be considered on a project total basis.



D. Development Regulations

Area within the PD shall be developed in accordance with the following regulations:

1. The maximum number of lots shall not exceed 650 lots (unless additional tracts of land are acquired and added to this PD).
2. Minimum lot size: 40 feet minimum width and 5,000 square feet minimum area as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
3. Maximum lot coverage: 65% calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.
4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.
5. Minimum side yard building setbacks: five 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.
6. Minimum rear yard building setback: Ten feet, except when the rear utility easement width is greater than ten feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than 15 feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is 25 feet measured from the street right-of-way line and a minimum of ten 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 between the detached one-story garage and the rear property line may be reduced to a minimum of three feet if a minimum of 25 feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major thoroughfare.
7. The minimum right-of-way width for local streets within the PD shall be 50 feet as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
8. The minimum right-of-way width for collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
9. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius



of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on September 28, 2022, and are described in Exhibit D.

10. For collector streets, curves shall have a minimum centerline radius of 650 feet. Reverse curves shall be separated by a tangent distance of not less than 150 feet. The provisions of this standard were approved by variance by Commissioner's Court on August 16, 2023, and are described in Exhibit D.
11. Cul-de-sac bulbs shall have a 60-foot right-of-way radius and a 50-foot paving radius as approved by variance by Commissioner's Court on September 28, 2022, and described in Exhibit D.
12. Shade Trees:
 - (a) All lots shall have a minimum of one tree, planted in the front yard setback. The trees must be a minimum of 2.5 inches in caliper width and a minimum height of eight feet as measured at the tree trunk from the ground as planted.
 - (b) In addition, on corner lots, 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.
13. Parking:
 - (a) Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:
 - (b) Resident Parking Vehicles of residents shall be parked in the resident's garage or driveway.
 - (c) 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.
 - (d) 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.



14. Screening:

- (a) Where residential lots are platted adjacent to major thoroughfares, a minimum 8-foot-tall masonry/pre-cast concrete fence shall be built along the back or side lot line adjacent to said major thoroughfares, as shown on Figure 7 - Fence Exhibit.

E. Parks, Recreation and Trails – As shown in Figure 3 - Landscape and Open Space Plan, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

1. At least 50% of the acreage required for neighborhood parkland shall be provided by the following:
 - (a) Pocket parks: recreation reserves of a minimum 1/4 acre.
 - (b) Community parks: recreation reserves of a minimum of 1/2 acre.
 - (c) Each home shall be located within 1/4 mile of a pocket park or 1/2 mile from a community park.
2. The remainder of the acreage required for neighborhood parkland may be provided by the following:
 - (a) Unencumbered landscape buffer and open space
 - (b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, which shall qualify at a 50% credit for public park, if it complies with criteria listed below:
 - Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet.
 - Side slopes do not exceed a four to one (4:1) ratio
3. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:
 - Front a minimum of 60 feet on a public street.
 - Contain additional man-made improvements provided by the developer, such as concrete cart paths, sidewalks, benches, playgrounds, or shelters that facilitate an active/passive human recreational role.
4. Minimum four-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 ADA standards.
5. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate four-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. And



if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.

F. Street Plan and Cross-Sections

All new construction will be concrete curb and gutter with ultimate storm sewer.

1. Street cross sections listed below.
 - Figure 5 - Street cross-section, Local Residential Street.
 - Figure 6 - Street cross-section, Collector Street
2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.

G. Building Regulations – Single-family homes within the PD shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), fiber cement siding (i.e. Hardie Plank siding), and glass, and shall comprise at least 70% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings) and 50% of the remaining façades.
2. Secondary exterior finishes shall include wood and ceramic tiles.
3. Use of architectural metals may include canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. The following building materials shall not be used on the exterior finish:
 - i. Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels
 - ii. Smooth or untextured concrete surfaces
 - iii. Exterior Insulated Finish Systems (E.I.F.S.)
 - iv. Unfired or underfired clay, sand, or shale brick



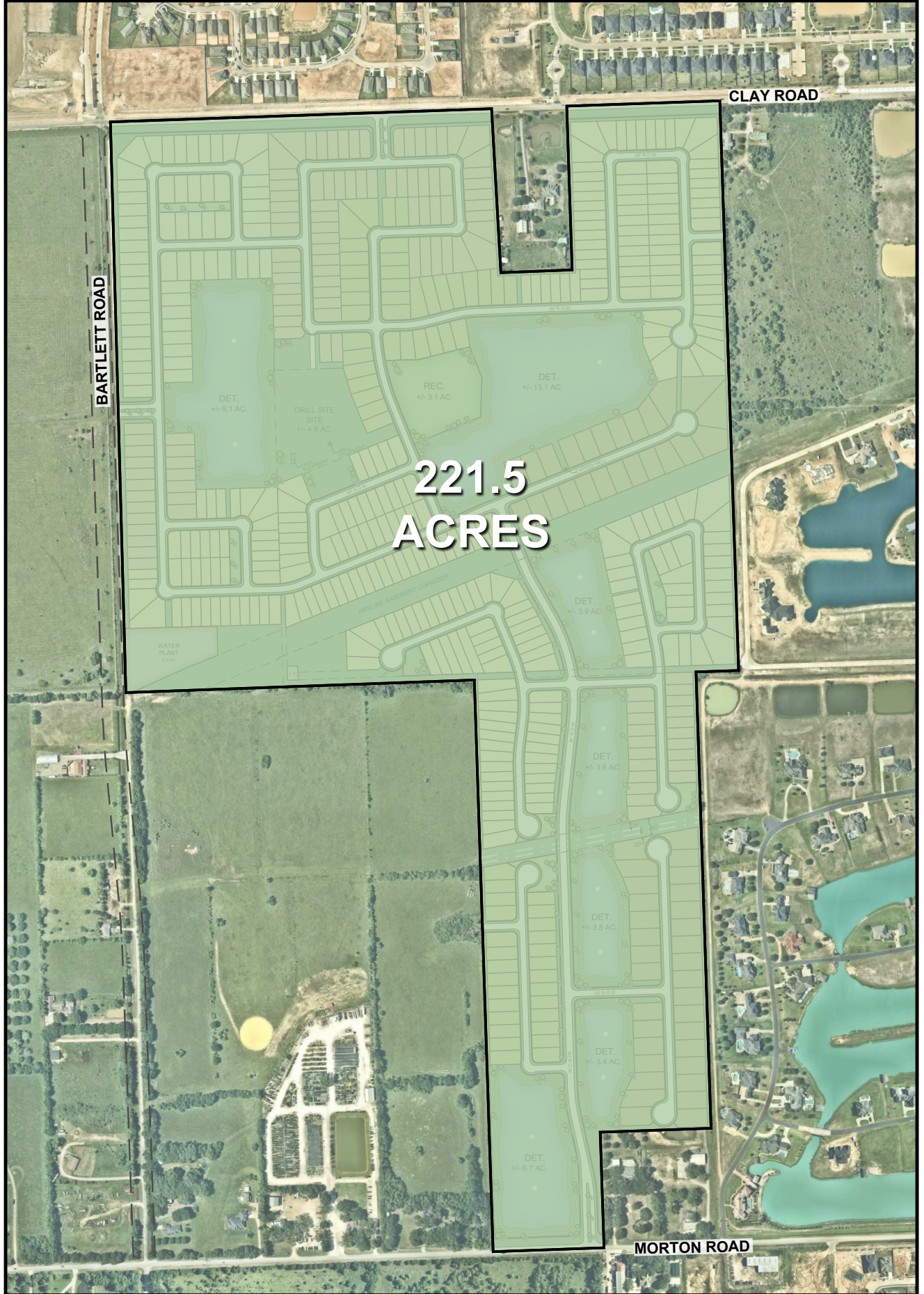


Figure 1: Boundary Exhibit

A ± 221.5 Acre Community located in Waller County, Texas.

EHRA JOB NO. 231-068-00

P:\231-068-00\Land\Par Development Agreement\Updated DA Exhibits\Figure 1 - Boundary Exhibit.dwg Feb 14, 2025-1:12pm Edited by: BSweitzer

0 200 400
SCALE: 1"=400'
TRUE SCALE AT 11"x17"

No warranty or representation of intended use
design or proposed improvements are made
herein. All plans for land or facilities are subject
to change without notice.



EHRA

Envisioning the Future
Since 1995

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4550
EHRATEAM
TYPE No. F-726
TITLE No. 12022702

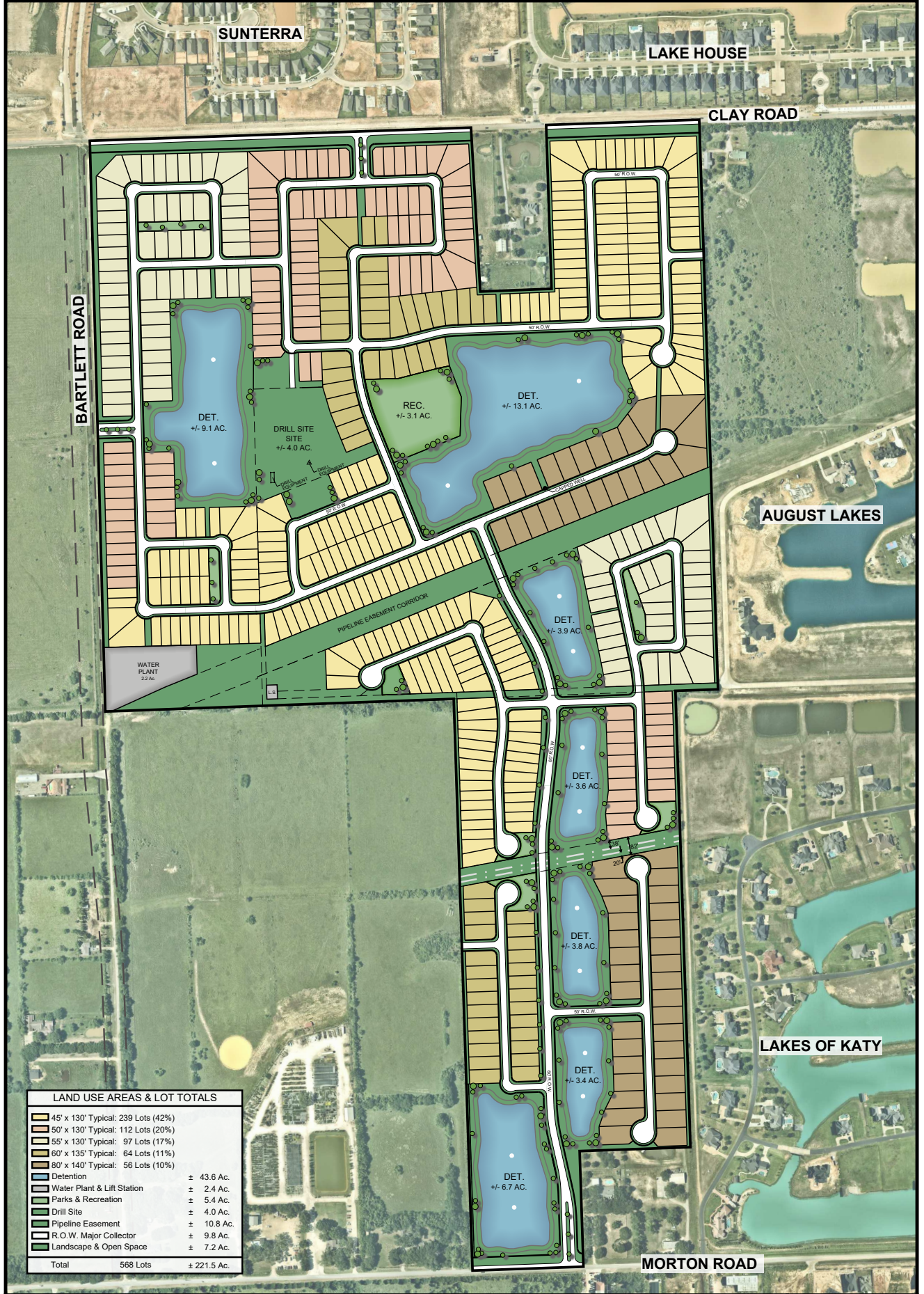


Figure 2: Conceptual Plan

A ± 221.5 Acre Community located in Waller County, Texas.

EHRA JOB NO. 231-068-00

P:\231-068-00\LandPlan\Development Agreement Updated DA Exhibits\Figure 2 - Conceptual Plan.dwg Feb 14, 2025 1:14pm Edited by: BSweizer

0 200 400
SCALE: 1"=400'
TRUE SCALE AT 11" x 17"

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EHRATEAM
TYPE No. F-720
TITLE No. 12023702

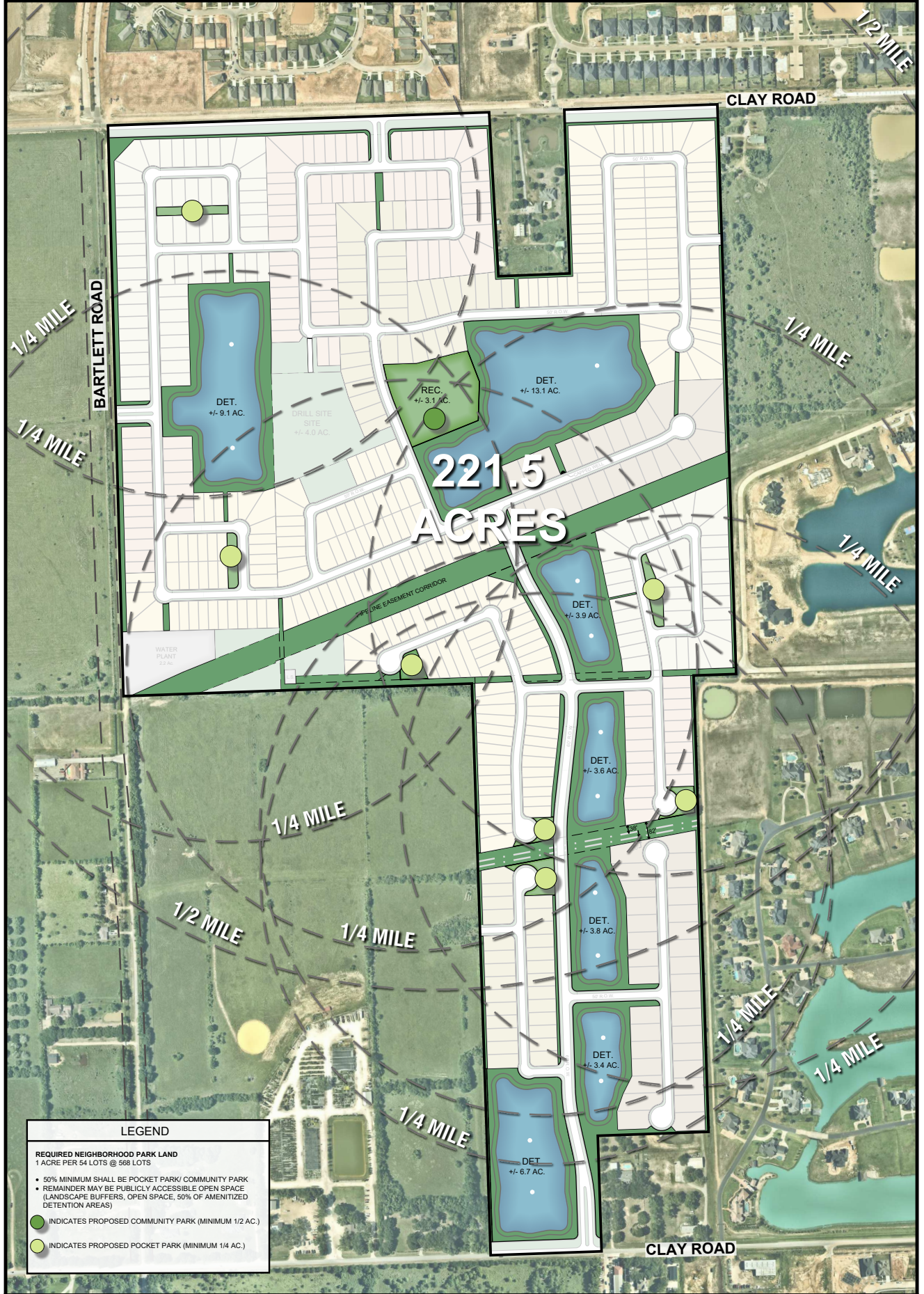


Figure 3: Landscape and Open Space Plan

A ± 221.5 Acre Community located in Waller County, Texas.

EHRA JOB NO. 231-068-00

P:\231-068-00\LandPlan Development Agreement Updated DA Exhibits\Figure 3 - Landscape and Open Space Plan.dwg Feb 14, 2025-1:16pm Edited by: BSwtzler

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TRUE SCALE AT 11" x 17"

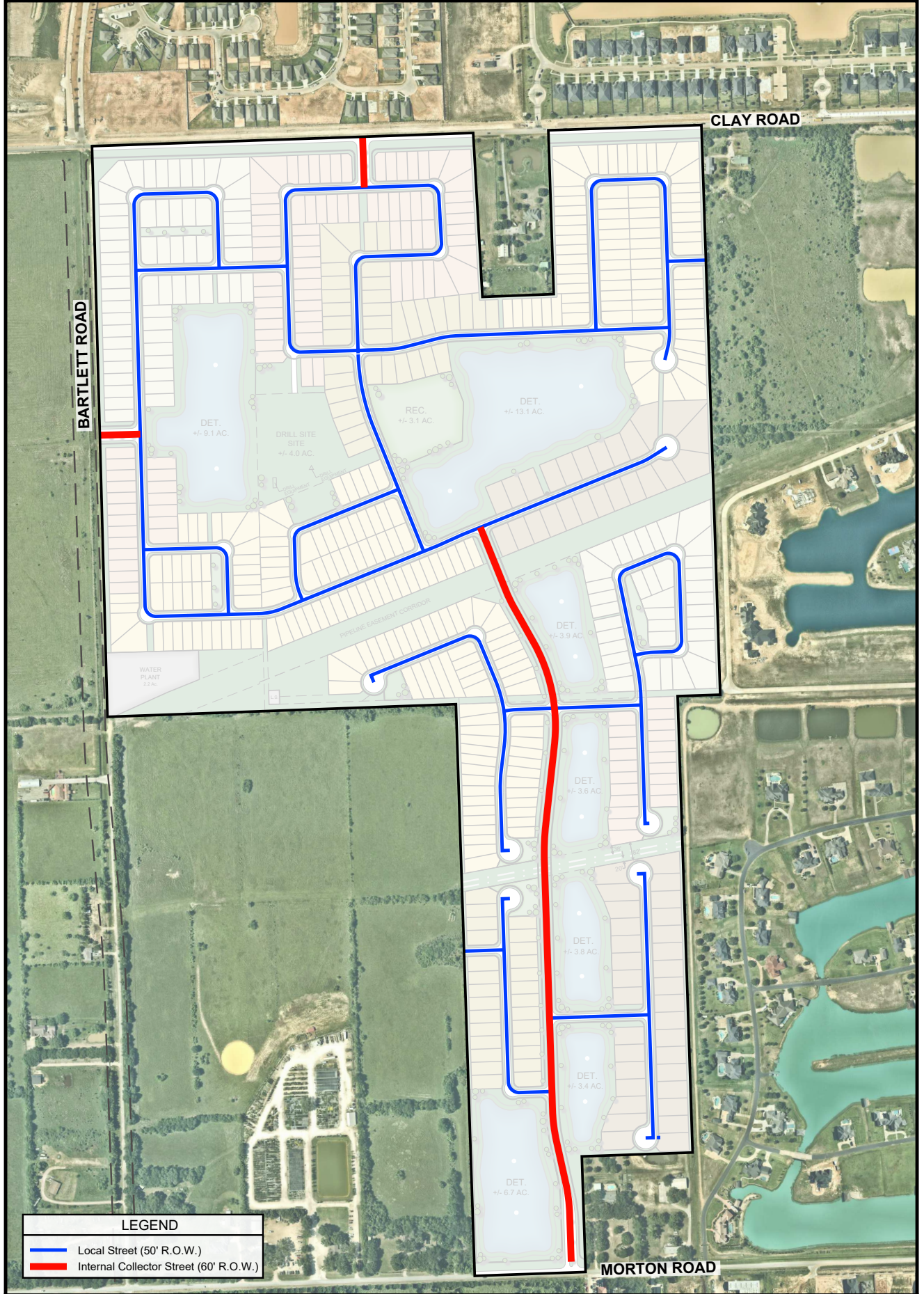
No warranty or representation of intended use
design or proposed improvements are made
herein. All plans for land or facilities are subject
to change without notice.



EHRA

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Since 1995

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.284.4592
EHRATEAM
TYPE No. F-726
TITLE No. 10202702



LEGEND

Local Street (50' R.O.W.)

Internal Collector Street (60' R.O.W.)

Figure 4: Street Type Designation Map

A ± 221.5 Acre Community located in Waller County, Texas.

EHRA JOB NO. 231-068-00

P:\231-068-00\Land\Parti Development Agreement Updated DA Exhibits\Figure 4 - Street Designation Map.dwg Feb 14, 2025-1:18pm Edited by: BSweitzer

0

200

400

SCALE: 1"=400'

TRUE SCALE AT 11"x17"

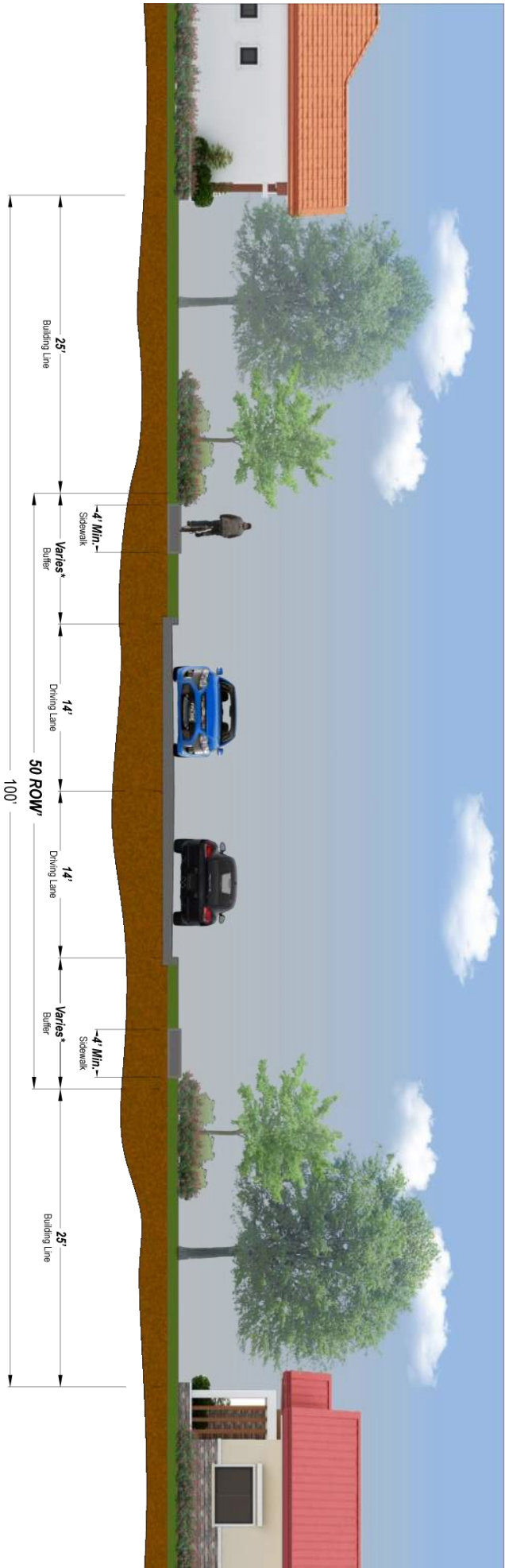
No warranty or representation of intended use design or proposed improvements are made herein. All plans for land or facilities are subject to change without notice.

NORTH

EHRA

Envisioning the Future
Since 1995

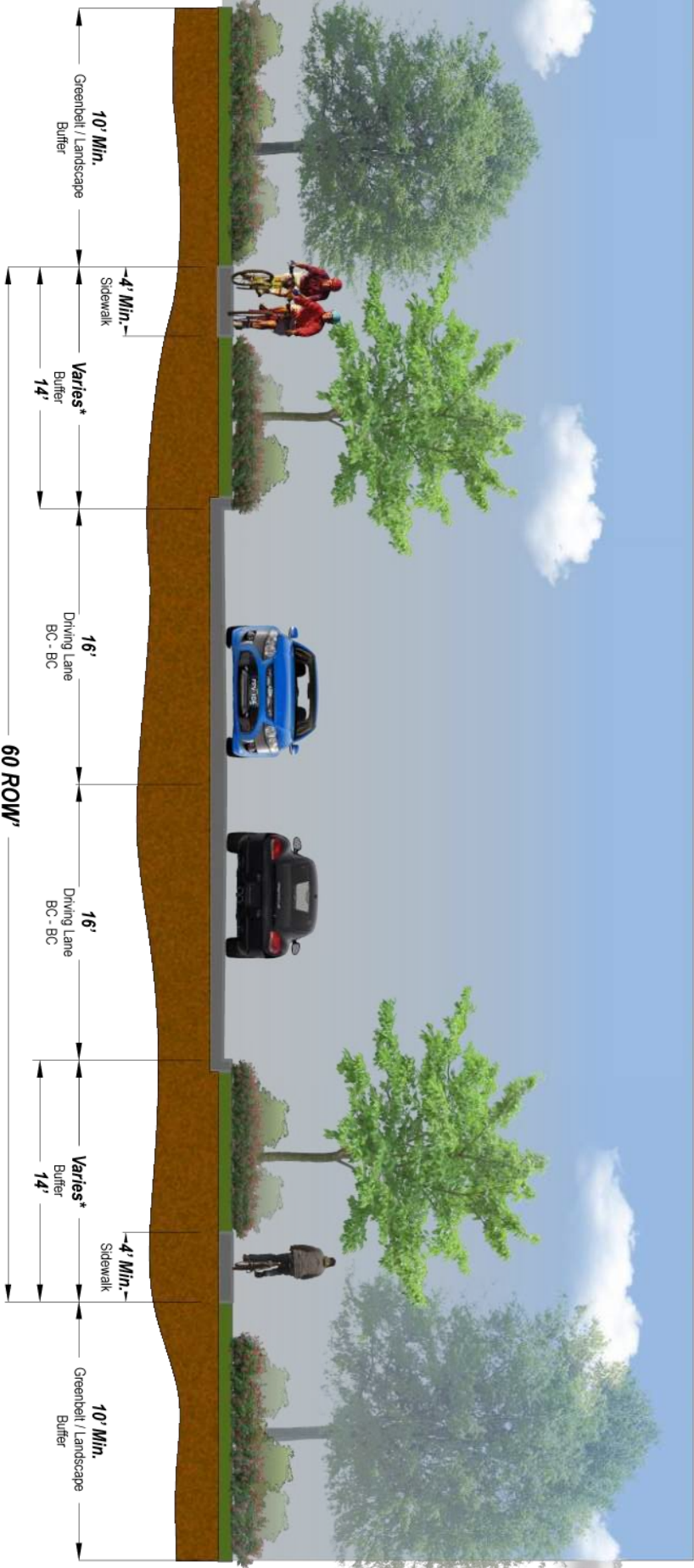
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4550
EHRATEAM
TYPE No. F-726
TITLE No. 10202702



Street Cross Section | Residential Street

*Sidewalk can meander within the ROW

Figure 5



Street Cross Section | Collector Street

*Sidewalk can meander within the ROW

Figure 6

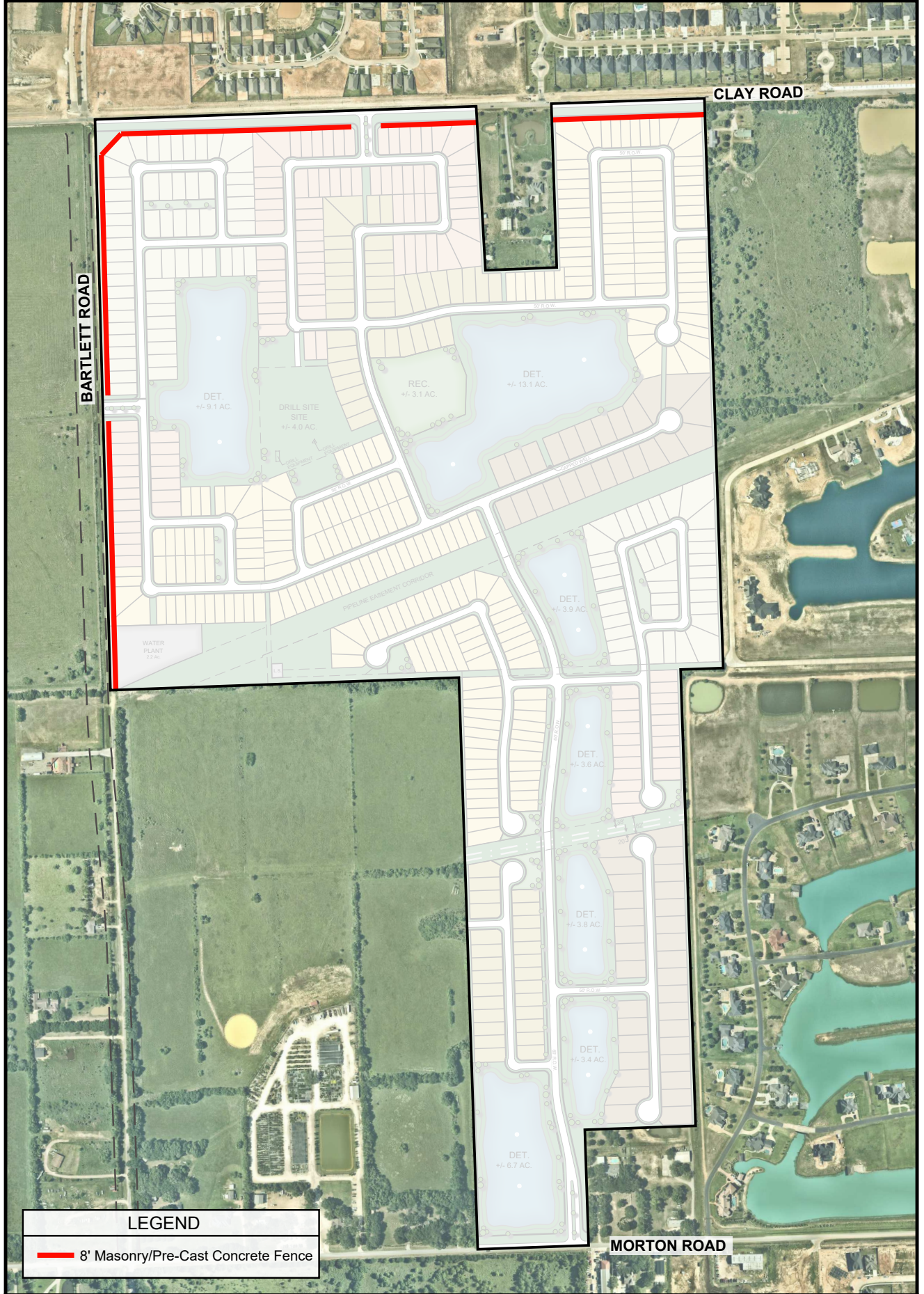


Figure 7: Fencing Exhibit

A ± 221.5 Acre Community located in Waller County, Texas.

EHRA JOB NO. 231-068-00
P:231-068-00/Land/Par Development Agreement Updated DA Exhibits/Figure 7 - Fencing Exhibit.dwg Feb 14, 2025-1:00pm Edited by: BS/weizer

0 50' 100' 200'
SCALE: 1"=200'
TRUE SCALE AT 11"x17"
No warranty or representation of intended use design or proposed improvements are made herein. All plans for land or facilities are subject to change without notice.



EHRA

Endorsed by the Future
Block 1995
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.284.4590
EHRATEAM
TYPE No. F-726
TITLE No. 12022302

Exhibit C

General Land Plan

D.E. indicates Design Exemption.
I.E. indicates Utility Exemption.
EMT indicates Emergency Maintenance.
W.C.S.P. indicates Water Conservation Plan Check Number.
F.C. indicates 60-inch Water Utility Department Descent Number.
P.V.T. indicates Private Water Utility Department Descent Number.
R.C. indicates Road.
R.O.V. indicates Roadway.
T.C. indicates 36-inch Test or Tapped Hole R.O.V. 1738-7640.

2. The coordinates shown herein are based on Cass Street Central Zone, 400 West 42nd Street, Grid Coordinates (NAD83) and may be brought to surface by applying the following corrections:

3. A subdivision variance has been approved to allow a minimum right-of-way of a collection street from 60 feet to 50 feet by Water Utility Commissioners on September 28, 2022.

4. A subdivision variance has been approved to allow a minimum lot width of 44 feet and a minimum lot area of 5,000 square feet by Water Utility Commissioners on September 28, 2022.

5. A subdivision variance has been approved to allow lot-to-lot-to-lot to have a right-of-way width of 60 feet and a pavement radius of 50 feet by Water Utility Commissioners on September 28, 2022.

6. A subdivision variance has been approved to allow lot-to-lot to have a right-of-way width of 50 feet by Water Utility Commissioners on September 28, 2022.

7. A subdivision variance has been approved to allow a minimum centerline radius for a street of 100 feet by Water Utility Commissioners on September 28, 2022.

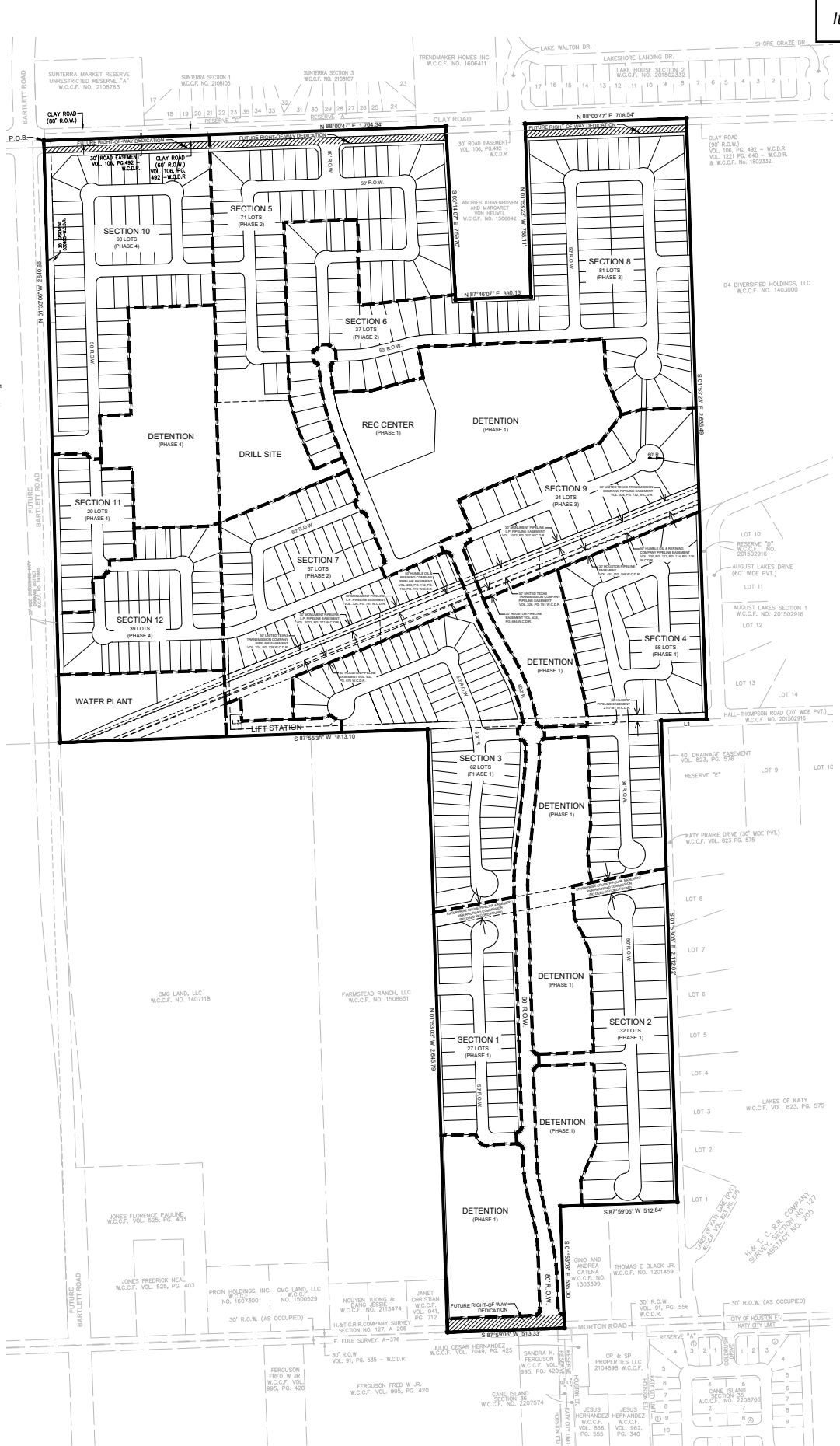
8. The following table shows the minimum segment length of 20 feet between the curves by Water Utility Commissioners on September 28, 2022.

9. Paving section lines, and ultimate lot and subject to plan.

10. The property subdivided in the foregoing general plan is in Water County, Kentucky.

LINE	ANGLE	DISTANCE
L1	S 88°01'56" W	190.17'

Phase 1 Lots:	179
Phase 2 Lots:	165
Phase 3 Lots:	105
Phase 4 Lots:	119
Total Lots:	568



Owner: PHHOU - Cane Island 178, LLC



EHRA JOB NO.
231 068 00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land

Exhibit D

Approved Variances

Exhibit D

Approved Variances

1. On September 28, 2022, the Waller County Commissioners Court approved the following variance for Texas Land Holdings LLC for the Morton 180 Tract, previously referred to as the Cane Lakes Subdivision:

Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring lots to have a minimum width of 50 feet

Approved Variance: minimum lot width of 40 feet, but each lot must have a minimum area of at least 5,000 square feet

2. On September 28, 2022, the Waller County Commissioners Court approved the following variance for Texas Land Holdings LLC for the Morton 180 Tract, previously referred to as the Cane Lakes Subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.2.2, requiring a minimum right-of-way of 80 feet on collector streets in urban (curb and gutter) subdivisions

Approved Variance: minimum right-of-way of 60 feet on collector streets

3. On September 28, 2022, the Waller County Commissioners Court approved the following variance for Texas Land Holdings LLC for the Morton 180 Tract, previously referred to as the Cane Lakes Subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.1, requiring a minimum right-of-way of 60 feet on local streets in urban (curb and gutter) subdivisions

Approved Variance: minimum right-of-way of 50 feet on local streets

4. On September 28, 2022, the Waller County Commissioners Court approved the following variance for Texas Land Holdings LLC for the Morton 180 Tract, previously referred to as the Cane Lakes Subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of 70 feet (radius) with a minimum paving radius of 50 feet

Approved Variance: minimum right-of-way of 60 feet (radius) with a minimum paving radius of 50 feet in cul-de-sacs

5. On September 28, 2022, the Waller County Commissioners Court approved the following variance for Texas Land Holdings LLC for the Morton 180 Tract, previously referred to as the Cane Lakes Subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline radius of 650 feet on local streets

Approved Variance: minimum centerline radius of 300 feet on local streets

6. On August 16, 2023, the Waller County Commissioners Court approved the following variance for Texas Land Holdings LLC for the Morton 180 Tract:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.2.5, requiring a minimum centerline radius of 1200 feet on collector streets

Approved Variance: minimum centerline radius of 650 feet on collector streets

Exhibit E

Memorandum of Agreement

Flukinger:

Roadway Design – B2Z
Survey – Woolpert
Geo – Middleton Brown
SUE – KCI
Environmental – KCI

Richards:

Roadway Design – Cobb Fendley
Survey – Woolpert
Geo – Middleton Brown
SUE – TNP
Environmental – KCI



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

February 3, 2025

Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2025, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2025 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2025, assuming program deadlines are met.

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2025 reports. **Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.** The information provided will be used to determine:

- 1) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 2) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the **2025 ARTS Renewal Confirmation Program Agreement** on page 1. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to ARTS@county.org no later than **3/31/2025** if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) 2025 ARTS Renewal Confirmation Program Agreement

HEBP Member: (Pooled Group or ASO)

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2025 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2024 data was provided by county/district).*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees.*
- *Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee).*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

Program Requirements

- 1) Participants agree to provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP (ARTS Data File Guide attached):
 - **Payroll data files must be provided for each payroll cycle, and should be submitted at least once per calendar month.**
 - **Employee data files must be provided, at a minimum, once per quarter.**
 - **LOA data files may be provided if and when applicable.**

NOTE: *It is critical that we receive the files in the proper format and the correct naming convention. Failure to do so may result in our inability to provide this service to your county or district.*

- 2) Group agrees to pay program fees as described in the **2025 ARTS Fee Schedule** on page 2.

Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2025 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than **March 31, 2025** in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 5, 2025, to avoid late fees, however, **we recommend that you continue sending your files after each payroll or at least monthly** to avoid getting backlogged.

_____ **Initials**



TEXAS ASSOCIATION of COUNTIES

HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2025 Fee Schedule for Renewing Participant

1	☒	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	☐	Optional Forms Distribution (<i>group chooses to have TAC mail employee forms</i>)	\$ 1.50 / form	If applicable, will be billed in 2026 after forms are produced
3	☐	Late fee for service election form (<i>after 3/31/2025</i>)	\$1,500	
4	☐	Late fee for data submission (<i>after 8/4/2025 and/or 1/9/2026</i>)	\$3,000	If applicable, will be billed in 2026 after forms are produced
		Total Amount Due: (if zero, enter 0.00)		\$ 0.00

**Per 1095C form*

Fees subject to change annually

Initials



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) Contact Designation Form

Contracting Authority: Waller County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: Carbett "Trey" J. Duhon III **Title:** Waller County Judge
Address: 425 FM1488 #106, Hempstead, TX 77445
Phone: 979-826-7700 **Fax:** _____
Email: t.duhon@wallercounty.us

Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.

Name: Joan Sargent **Title:** Waller County Treasurer
Mailing Address: 425 FM 1488 #102, Hempstead, TX 77445
Delivery Address (no PO Boxes): _____
Phone: 979-826-7707 **HIPAA Secured Fax#:** 979-472-3909
Email: j.sargent@wallercounty.us

Other Contact Emails for ARTS correspondence regarding data files, if any:

Signature of County Judge or Contracting Authority

03/05/2025

Date

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

Print Name and Title

Payroll Software provider: Tyler Technologies

Software Version #: ERP Pro 10



WALLER COUNTY COMMISSIONERS COURT

RESOLUTION SUPPORTING EFFORTS TO PRESERVE NIGHT SKIES

WHEREAS, Waller County residents recognize the importance of the wholesome rural country for its diverse ecosystems, rich cultural heritage, breathtaking scenic beauty, ethics for land stewardship; and

WHEREAS, the vast development growth plus the influx of people into the region over the years and accompanying light trespass from area lighting fixtures and billboards has been steadily on the rise, and these factors have impacted the natural environment and the quality of life of the people of this region by, among other things, reducing night sky visibility and enjoyment for residents and visitors alike; and

WHEREAS, in recent years, greater focus has been placed on the economic and financial benefits of preserving the natural scenic beauty, long history & cultivated prairie grassland in Waller County in order to maintain its unique historic heritage, rural charm and the exquisite views of our rolling prairie night skies; and

WHEREAS, the Waller County Commissioners Court recognizes that preserving the rich historic heritage and starry night skies of Waller County is important to its citizens; and

WHEREAS, outdoor lighting fixtures are readily available that are designed to direct light only where it is needed, distribute light more efficiently and effectively, and thereby minimize or eliminate glare, power consumption and cost; and

WHEREAS, Waller County is committed to supporting practices that limit or minimize light trespass, glare, and skyglow from outdoor lighting to protect the beauty of the night skies and allow others the full benefit and use of their property; and

NOW, THEREFORE BE IT RESOLVED that, the Commissioners Court of Waller County, Texas, encourages outdoor lighting fixtures and practices that follow up-to-date guidelines and use available technologies for efficient, non-intrusive lighting and will endeavor to educate and encourage landowners, businesses, residential neighborhoods, and public entities to join in this commitment to reduce energy consumption, save money, reduce light trespass and preserve our starry night skies.

Approved this 5th day of February, 2025

Carbett "Trey" J. Duhon II
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



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: Waller Co. Business Node
Waller County

APPLICATION NO: 28

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, Tx 76137
CONTRACT FOR: New Construction

VIA ARCHITECT: BSW Architect, Inc.

PERIOD TO: 28-Feb-25

ARCHITECT'S
PROJECT NOS: Multiple

CONTRACT DATE: 6/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of TEXAS County of Waller
Subscribed and sworn to before me this day of _____
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,422,808.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY

(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	\$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	\$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	\$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	\$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	\$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	\$12,878.13	Swing Space Construction
8/21/2024	EXHIBIT E, CHANGE ORDER 4	(\$4,360.56)	Swing Space Construction
	2. Net change by Exhibits & Change Orders	\$42,145,555.39	

Swing Space Design (Non-Retainage items)	\$0.00	1	\$0.00		
Swing Space General Conditions (Non-Retainage items)	\$0.00	1	\$0.00		
Swing Space Construction (Retainage items)	\$0.00	0.95	\$0.00		
Swing Space Released Retainage	\$0.00	1	\$0.00		
Court House Design (Non-Retainage items)	\$33,026.91	1	\$33,026.91		
Court House General Conditions (Non-Retainage items)	\$214,818.60	1	\$214,818.60	Total Design Cost	\$33,026.91
Court House Construction (Retainage items)	\$1,236,803.04	0.95	\$1,174,962.89	Total Construction Cost	\$1,389,781.49
8. CURRENT PAYMENT DUE			\$1,422,808.40	8. CURRENT PAYMENT DUE	\$1,422,808.40

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 28
APPLICATION DATE: 2/1/2025
PERIOD TO: 2/28/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
	SWING SPACE DESIGN BUILD SERVICES														
	SWING SPACE TOTALS	0.000	184,531.00	184,531.00	1,825,812.00	2,375,265.39	0.00	2,375,265.39	2,375,265.39	0.00	0.00	2,375,265.39	100%	0.00	0.00
23.0	NEW COURTHOUSE DESIGN BUILD SERVICES														
23.1A	Courthouse Replacement Design Fees (Prog/SD)	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	495,403.65	33,026.91	0.00	528,430.56	64%	297,242.19	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	1,985,766.60	132,384.44	0.00	2,118,151.04	64%	1,191,459.96	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	178,636.80	11,909.12	0.00	190,545.92	64%	107,182.08	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	1,128,400.64	70,525.04	0.00	1,198,925.68	68%	564,200.32	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	0.00	0.00	0%	70,000.00	0.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	207,332.00	0.00	0.00	207,332.00	85%	36,588.00	10,366.60
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	7,150.00	0.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	135,637.05	0.00	0.00	135,637.05	85%	23,935.95	6,781.85
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												81%		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	2,531.90	0.00	0.00	2,531.90	10%	22,787.10	126.60

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

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APPLICATION NUMBER: 28
APPLICATION DATE: 2/1/2025
PERIOD TO: 2/28/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	250,250.00	0.00	0.00	250,250.00	91%	24,750.00	12,512.50
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	191,250.00	0.00	0.00	191,250.00	45%	233,750.00	9,562.50
27.0	Masonry												66%		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	5,342.00
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00	0.00	185,668.00	100%	0.00	9,283.40
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	166,650.15	0.00	0.00	166,650.15	85%	29,408.85	8,332.51
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	166,650.15	0.00	0.00	166,650.15	85%	29,408.85	8,332.51
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	153,063.20	0.00	0.00	153,063.20	40%	229,594.80	7,653.16
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	489,600.00	0.00	0.00	489,600.00	85%	86,400.00	24,480.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	328,320.00	0.00	0.00	328,320.00	57%	247,680.00	16,416.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	316,800.00	0.00	0.00	316,800.00	55%	259,200.00	15,840.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	607,620.00	0.00	0.00	607,620.00	57%	458,380.00	30,381.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	3,357.05
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	1,908.75
28.0	Metals												100%		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	93,945.00
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	28,840.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	88,659.75	0.00	0.00	88,659.75	75%	29,553.25	4,432.99
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	25,199.51	0.00	0.00	25,199.51	7%	334,793.49	1,259.98
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	8,079.60	12,119.40	0.00	20,199.00	15%	114,461.00	1,009.95
29.0	Carpentry & Millwork												43%		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	455,692.50	0.00	0.00	455,692.50	43%	604,057.50	22,784.63
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	0.00	0.00	0.00	0.00	0%	80,567.00	0.00
30.2	Exterior Insulation & Finish System (Pillar)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	98,560.00	0.00	0.00	98,560.00	55%	80,640.00	4,928.00
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	217,840.26	62,711.59	0.00	280,551.85	85%	49,509.15	14,027.59
30.4	Roofing, Sheet Metal Trim, & Roof Accessories (\$	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	1,396,908.12	165,423.33	0.00	1,562,331.45	85%	275,705.55	78,116.57
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	138,098.80	0.00	0.00	138,098.80	74%	48,521.20	6,904.94
31.0	Openings														
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	272,070.46	0.00	0.00	272,070.46	58%	197,016.54	13,603.52
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	0.00	4,729.80	0.00	4,729.80	10%	42,568.20	236.49
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32.0	Glass and Glazing System												82%		
32.1	Shop Drawings & Submittals (TCGC)	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	475,000.00	0.00	0.00	475,000.00	100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	15,050.00	0.00	0.00	15,050.00	35%	27,950.00	752.50
32.4	Curtain wall (TCGC)	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	189,600.00	23,700.00	0.00	213,300.00	90%	23,700.00	10,665.00
32.5	Storefront (TCGC)	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	58,200.00	14,550.00	0.00	72,750.00	75%	24,250.00	3,637.50

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PERIOD TO: 2/28/2025

ARCHITECT'S PROJECT NO.: Multiple

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ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
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32.6	Aluminum Wall caps (TCGC)	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	0.00	0.00	0.00	0.00	0%	8,000.00	0.00
32.7	Transaction Windows (TCGC)	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	117,300.00	0.00	0.00	117,300.00	85%	20,700.00	5,865.00
32.8	Glass Materials (TCGC)	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	272,000.00	0.00	0.00	272,000.00	100%	0.00	13,600.00
32.9	Shadow box (TCGC)	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	0.00	8,000.00	0.00	8,000.00	50%	8,000.00	400.00
33.10	Equipment (TCGC)	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	38,000.00	7,600.00	0.00	45,600.00	60%	30,400.00	2,280.00
33.11	Caulking (TCGC)	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	53,000.00	26,500.00	0.00	79,500.00	75%	26,500.00	3,975.00
33.12	Remaining Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	125,000.00	125,000.00	0.00	0.00	0.00	0.00	0%	125,000.00	0.00
33.13	Initial Design - Foster Stained Glass	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
33.0	Finishes														
33.1	Moisture Mitigation Control (Vector)	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	26,688.00	0.00	0.00	26,688.00	100%	0.00	1,334.40
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	1,327,625.88	136,667.37	0.00	1,464,293.25	75%	488,097.75	73,214.66
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	0.00	11,020.70	0.00	11,020.70	10%	99,186.30	551.04
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	64,575.00	4,305.00	0.00	68,880.00	80%	17,220.00	3,444.00
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	0.00	0.00	0.00	0.00	0%	146,747.00	0.00
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.7	Ceramic Tile (Level 1) (Camarata)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	0.00	0.00	0.00	0.00	0%	158,395.00	0.00
33.8	Ceramic Tile (Level 2) (Camarata)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	0.00	0.00	0.00	0.00	0%	104,629.00	0.00
33.9	Ceramic Tile (Level 3) (Camarata)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	0.00	0.00	0.00	0.00	0%	25,691.00	0.00
34.10	Ceramic Tile (Level 4) (Camarata)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	0.00	0.00	0.00	0.00	0%	114,885.00	0.00
34.11	Epoxy Terrazzo (National Terrazzo)	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	0.00	0.00	0.00	0.00	0%	210,300.00	0.00
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
34.13	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
34.14	Resilient & Carpet Flooring (Keller)	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	0.00	90,048.40	0.00	90,048.40	52%	83,121.60	4,502.42
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	18,136.25	0.00	0.00	18,136.25	10%	163,226.25	906.81
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	5,363.75	0.00	0.00	5,363.75	10%	48,273.75	268.19
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	4,347.35	0.00	0.00	4,347.35	5%	82,599.65	217.37
34.2	Toilet Accessories	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	0.00	0.00	0.00	0.00	0%	29,530.00	0.00
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	0.00	0.00	0.00	0.00	0%	89,823.00	0.00
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00
34.5	Tackboards & Tackboard Cabinets	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35.0	Conveying Systems														
35.1	Elevators (Otis)	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	402,556.60	0.00	0.00	402,556.60	85%	71,039.40	20,127.83
36.0	Fire Protection System														
36.1	Fire Protection System	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	261,147.60	0.00	0.00	261,147.60	86%	42,512.40	13,057.38
37.0	Mechanical - Plumbing												83%		
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	4,903.20

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37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	147,303.90	0.00	0.00	147,303.90	90%	16,367.10	7,365.20
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	137,816.63	0.00	0.00	137,816.63	97%	4,262.37	6,890.83
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	229,582.59	4,937.26	0.00	234,519.85	95%	12,343.15	11,725.99
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	32,988.60	19,243.35	0.00	52,231.95	95%	2,749.05	2,611.60
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,172.21	0.00	0.00	50,172.21	99%	506.79	2,508.61
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00	0.00	7,606.00	100%	0.00	380.30
37.9	Fixtures & punch list	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	0.00	0.00	0.00	0.00	0%	107,044.00	0.00
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	51,700.50	103,401.00	0.00	155,101.50	75%	51,700.50	7,755.08
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	40,320.00	7,560.00	0.00	47,880.00	95%	2,520.00	2,394.00
38.0	Mechanical - HVAC												90%		
38.1	HVAC Mobilization, GC's, Submittals (DerryBerry)	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	139,661.00	0.00	0.00	139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	625,746.24	0.00	0.00	625,746.24	84%	119,189.76	31,287.31
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	167,725.69	0.00	0.00	167,725.69	79%	44,585.31	8,386.28
38.4	VAV's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	394,120.00	0.00	0.00	394,120.00	100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	648,172.00	0.00	0.00	648,172.00	100%	0.00	32,408.60
38.6	Testing, Adjusting, & Balancing (DerryBerry)	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	3,365.00	0.00	0.00	3,365.00	5%	63,935.00	168.25
39.0	Electrical Systems												71%		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	109,782.75	2,927.54	0.00	112,710.29	77%	33,666.71	5,635.51
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	150,200.25	50,066.75	0.00	200,267.00	100%	0.00	10,013.35
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	317,969.70	0.00	0.00	317,969.70	85%	56,112.30	15,898.49
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	198,918.70	11,701.10	0.00	210,619.80	90%	23,402.20	10,530.99
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	316,108.10	28,737.10	0.00	344,845.20	60%	229,896.80	17,242.26
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	60,808.80	15,202.20	0.00	76,011.00	50%	76,011.00	3,800.55
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	110,649.60	0.00	0.00	110,649.60	45%	135,238.40	5,532.48
40.0	Low Voltage Systems												53%		
40.1	Communications (Advanced Connections)	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	0.00	59,898.74	0.00	59,898.74	22%	212,368.26	2,994.94
40.2	Audio, Video & Room Control Systems (AVI-SPL)	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	78,063.66	160,719.30	0.00	238,782.96	52%	220,415.04	11,939.15
40.3	Access Control & Video Management Systems (B	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	337,868.64	0.00	0.00	337,868.64	72%	131,393.36	16,893.43
41.0	Life Safety Systems														
41.1	Fire Alarm (Kauffman)	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	39,597.00	15,838.80	0.00	55,435.80	70%	23,758.20	2,771.79
42.0	Allowances & Contingencies												34%		
	Remaining Owner Contingency	0.000	0.00	0.00	0.00	0.00	297,856.46	297,856.46	0.00	0.00	0.00	0.00	0%	297,856.46	0.00
42.01	ALLW #02 Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	104.61
42.02	ALLW #05 Window Shades at All Windows	0.000	0.00	0.00	0.00	0.00	20,333.00	20,333.00	0.00	20,333.00	0.00	20,333.00	100%	0.00	1,016.65
42.03	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	530.00	0.00	0.00	530.00	10%	4,770.00	26.50
42.04	ALLW #11 ASI #1 - Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00	0.00	12,270.00	100%	0.00	613.50
42.05	ALLW #15 RFI #70 - Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	0.00	0.00	0.00	0.00	0%	43,723.00	0.00
42.06	ALLW #16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	36,555.52	6,282.98	0.00	42,838.50	75%	14,279.50	2,141.93
42.07	ALLW #17 ASI #2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00	0.00	5,618.00	100%	0.00	280.90
42.08	ALLW #18 RFI #67 Restroom Buildout	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	0.00	0.00	0.00	0.00	0%	101,304.00	0.00
42.09	ALLW #20 RFI #60- Add redundancy fiber condu	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	18,800.00	18,800.00	0.00	37,600.00	100%	0.00	1,880.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 28

APPLICATION DATE: 2/1/2025

PERIOD TO: 2/28/2025

ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
42.10	ALLW #25 ASI #3 Ground Transformer	0.000	0.00	0.00	0.00	0.00	209,150.00	209,150.00	209,150.00	0.00	0.00	209,150.00	100%	0.00	10,457.50
42.11	ALLW #25.1 ASI #3 Owner's Contingency Items	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
42.12	ALLW #26 Added Tstats at Community Center	0.000	0.00	0.00	0.00	0.00	4,153.68	4,153.68	4,153.68	0.00	0.00	4,153.68	100%	0.00	207.68
42.13	ALLW #29 ASI #5 Added terrazzo county seal	0.000	0.00	0.00	0.00	0.00	32,015.00	32,015.00	16,007.50	0.00	0.00	16,007.50	50%	16,007.50	800.38
42.14	ALLW#040 ASI#7 Emergency Outlet Locations (C	0.000	0.00	0.00	0.00	0.00	101,547.00	101,547.00	60,928.20	40,618.80	0.00	101,547.00	100%	0.00	5,077.35
42.15	ALLW #41 RFI 141 Access controls	0.000	0.00	0.00	0.00	0.00	2,880.60	2,880.60	0.00	0.00	0.00	0.00	0%	2,880.60	0.00
42.16	ALLW#43 RFI 146 Elevator Controls	0.000	0.00	0.00	0.00	0.00	30,228.00	30,228.00	30,228.00	0.00	0.00	30,228.00	100%	0.00	1,511.40
42.17	ALLW#44 RFI #147 Gen monitoring	0.000	0.00	0.00	0.00	0.00	11,452.87	11,452.87	0.00	5,726.44	0.00	5,726.44	50%	5,726.44	286.32
42.18	ALLW#054 Stained Glass	0.000	0.00	0.00	0.00	0.00	170,140.00	170,140.00	0.00	17,014.00	0.00	17,014.00	10%	153,126.00	850.70
42.19	ALLW#057 RFI 109 Tax Accessor Teller Window	0.000	0.00	0.00	0.00	0.00	8,085.84	8,085.84	0.00	0.00	0.00	0.00	0%	8,085.84	0.00
42.20	ALLW#058 RFI 183 Modification to Cupola Maint	0.000	0.00	0.00	0.00	0.00	45,432.82	45,432.82	0.00	9,086.56	0.00	9,086.56	20%	36,346.26	454.33
42.21	ALLW#059 Water line Exploration	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
42.22	ALLW#060 RFI 148 Water Meter @ Community C	0.000	0.00	0.00	0.00	0.00	2,650.40	2,650.40	0.00	0.00	0.00	0.00	0%	2,650.40	0.00
42.23	ALLW#062 RFI #114 Marque Sign	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.24	ALLW#063 RFI 179 Roof Ladder	0.000	0.00	0.00	0.00	0.00	7,842.13	7,842.13	0.00	0.00	0.00	0.00	0%	7,842.13	0.00
42.25	ALLW#064 RFI 000 Holiday Lights	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.26	ALLW#066 RFI #150 Added Outlets for 4th floor f	0.000	0.00	0.00	0.00	0.00	2,597.00	2,597.00	0.00	2,597.00	0.00	2,597.00	100%	0.00	129.85
42.27	ALLW#067 RFI 175 Access Hatches to Trusses	0.000	0.00	0.00	0.00	0.00	7,252.14	7,252.14	0.00	0.00	0.00	0.00	0%	7,252.14	0.00
42.28	ALLW#070 RFI 180 Added TV's on 2nd Floor	0.000	0.00	0.00	0.00	0.00	14,442.92	14,442.92	0.00	0.00	0.00	0.00	0%	14,442.92	0.00
42.29		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.30		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.31		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.32		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Design/Builder Contingency	0.000	0.00	0.00	0.00	0.00	386,809.00	386,809.00	0.00	0.00	0.00	0.00	0%	386,809.00	0.00
42.50	ALLW #21 RFI #42 - Lobby Window Discrepancy	0.000	0.00	0.00	0.00	0.00	1,288.00	1,288.00	1,288.00	0.00	0.00	1,288.00	100%	0.00	64.40
42.51	ALLW #22 ASI #2 - Revised Dias & plumbing	0.000	0.00	0.00	0.00	0.00	62,015.00	62,015.00	62,015.00	0.00	0.00	62,015.00	100%	0.00	3,100.75
42.52	ALLW #23 ASI #3 oil separator & roof drains char	0.000	0.00	0.00	0.00	0.00	52,023.00	52,023.00	52,023.00	0.00	0.00	52,023.00	100%	0.00	2,601.15
42.53	ALLW #24 RFI #27 - Door Hardware Changes	0.000	0.00	0.00	0.00	0.00	38,216.00	38,216.00	38,216.00	0.00	0.00	38,216.00	100%	0.00	1,910.80
42.54	ALLW #27 ASI #4 Add wood trim around columns	0.000	0.00	0.00	0.00	0.00	34,623.00	34,623.00	0.00	8,655.75	0.00	8,655.75	25%	25,967.25	432.79
42.55	ALLW #28 ASI #5 Enlarged Site Ramps	0.000	0.00	0.00	0.00	0.00	46,598.28	46,598.28	23,299.14	0.00	0.00	23,299.14	50%	23,299.14	1,164.96
42.56	ALLW #31 RFI #91 VAV Clarification	0.000	0.00	0.00	0.00	0.00	6,479.96	6,479.96	6,479.96	0.00	0.00	6,479.96	100%	0.00	324.00
42.57	ALLW #32 Storefront changes @ elevations B,D,	0.000	0.00	0.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	2,000.00
42.58	ALLW #33 Temp sidewalks	0.000	0.00	0.00	0.00	0.00	8,720.00	8,720.00	8,720.00	0.00	0.00	8,720.00	100%	0.00	436.00
42.59	ALLW #034 Stars on the railings	0.000	0.00	0.00	0.00	0.00	24,235.00	24,235.00	0.00	0.00	0.00	0.00	0%	24,235.00	0.00
42.60	ALLW #035 ASI #6	0.000	0.00	0.00	0.00	0.00	-6,444.75	-6,444.75	-6,444.75	0.00	0.00	-6,444.75	100%	0.00	-322.24
42.61	ALLW #037 RFI #104 Added Dowels & Rebar	0.000	0.00	0.00	0.00	0.00	15,748.00	15,748.00	15,748.00	0.00	0.00	15,748.00	100%	0.00	787.40
42.62	ALLW#39 RFI # 117 Cupula Shift Clarification	0.000	0.00	0.00	0.00	0.00	41,754.00	41,754.00	41,754.00	0.00	0.00	41,754.00	100%	0.00	2,087.70
42.63	ALLW#042 RFI 118 Change to continuous hinges	0.000	0.00	0.00	0.00	0.00	3,864.00	3,864.00	0.00	0.00	0.00	0.00	0%	3,864.00	0.00
42.64	ALLW 45 RFI 162 Plumbing Chase and Ductwork	0.000	0.00	0.00	0.00	0.00	22,243.59	22,243.59	0.00	11,121.80	0.00	11,121.80	50%	11,121.80	556.09
42.65	ALLW 46 RFI 140 Millwork, Handrail, Steel Confl	0.000	0.00	0.00	0.00	0.00	13,000.00	13,000.00	0.00	0.00	0.00	0.00	0%	13,000.00	0.00
42.66	ALLW 47 RFI 152 Shaft Wall Requirements	0.000	0.00	0.00	0.00	0.00	2,882.76	2,882.76	2,882.76	0.00	0.00	2,882.76	100%	0.00	144.14
42.67	ALLW 49 RFI 160 VAV 3-09	0.000	0.00	0.00	0.00	0.00	9,437.97	9,437.97	0.00	4,718.99	0.00	4,718.99	50%	4,718.99	235.95

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 28
APPLICATION DATE: 2/1/2025
PERIOD TO: 2/28/2025
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
42.68	ALLW 50 RFI 121 Vault Door Specification	0.000	0.00	0.00	0.00	0.00	2,944.00	2,944.00	2,944.00	0.00	0.00	2,944.00	100%	0.00	147.20
42.69	ALLW 51 Custom Caulk Color	0.000	0.00	0.00	0.00	0.00	6,491.52	6,491.52	0.00	0.00	0.00	0.00	0%	6,491.52	0.00
42.70	ALLW 52 RFI 177 GFRC Caulk Joint	0.000	0.00	0.00	0.00	0.00	9,788.28	9,788.28	0.00	0.00	0.00	0.00	0%	9,788.28	0.00
42.71	ALLW 53 RFI 172 Power To Flush Valves	0.000	0.00	0.00	0.00	0.00	15,188.00	15,188.00	0.00	15,188.00	0.00	15,188.00	100%	0.00	759.40
42.72	ALLW 55 RFI 155 Stained Glass Dimension Char	0.000	0.00	0.00	0.00	0.00	20,284.00	20,284.00	20,284.00	0.00	0.00	20,284.00	100%	0.00	1,014.20
42.73	ALLW 56 RFI 176 Cupola Lintel at Wrong Elevati	0.000	0.00	0.00	0.00	0.00	17,129.00	17,129.00	17,129.00	0.00	0.00	17,129.00	100%	0.00	856.45
42.74	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.000	0.00	0.00	0.00	0.00	9,051.00	9,051.00	0.00	9,051.00	0.00	9,051.00	100%	0.00	452.55
42.75	ALLW 68 RFI 174 Decking over Trusses	0.000	0.00	0.00	0.00	0.00	1,910.35	1,910.35	0.00	0.00	0.00	0.00	0%	1,910.35	0.00
42.76	ALLW 69 Temporary Roof	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.77	ALLW 71 RFI 194 Confirmation of TPO at back o	0.000	0.00	0.00	0.00	0.00	6,842.04	6,842.04	0.00	0.00	0.00	0.00	0%	6,842.04	0.00
42.78		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.79		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.80		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.81		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.82		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining County Seal Allowance	0.000	0.00	0.00	0.00	0.00	14,012.00	14,012.00	0.00	0.00	0.00	0.00	0%	14,012.00	0.00
42.101	ALLW #30 County Seal, Cast Bronze	0.000	0.00	0.00	0.00	0.00	35,988.00	35,988.00	0.00	0.00	0.00	0.00	0%	35,988.00	0.00
42.110	Remaining Asbestos Abatement Allowance	0.000	0.00	0.00	0.00	0.00	50,223.00	50,223.00	0.00	0.00	0.00	0.00	0%	50,223.00	0.00
42.111	ALLW #01 Abatement of roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW #12 - Additional Air Monitoring	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW #19 - Owner Notification Fee	0.000	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Existing Foundation Conflict	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.121		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Overhead Support for Cleaning	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.131	ALLW#058 RFI 183 Modification to Cupola Maint	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.00	20,000.00	100%	0.00	1,000.00
	Remaining Mock-up Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.141		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Decorative Bollard Allowance	0.000	0.00	0.00	0.00	0.00	-6,400.00	-6,400.00	0.00	0.00	0.00	0.00	0%	-6,400.00	0.00
42.151	ALLW #3 Contract Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	14,700.00	0.00	0.00	14,700.00	50%	14,700.00	735.00
	Remaining Permit Comment	0.000	0.00	0.00	0.00	0.00	59,053.00	59,053.00	0.00	0.00	0.00	0.00	0%	59,053.00	0.00
42.161	ALLW #13 = ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	33,576.54	0.00	0.00	33,576.54	82%	7,370.46	1,678.83
42.162		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Relocate Memorial Tree	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.171	Contract Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	250.00
	Remaining Water Meter / Backflow	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.181		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Paving repairs Allowance	0.000	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00	0%	213,050.00	0.00
42.191		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining DAS / ERRCS Allowance	0.000	0.00	0.00	0.00	0.00	1,090.00	1,090.00	0.00	0.00	0.00	0.00	0%	1,090.00	0.00
42.201	ASI 9 RFI #139 ERRCS (DAS)	0.000	0.00	0.00	0.00	0.00	48,910.00	48,910.00	0.00	0.00	0.00	0.00	0%	48,910.00	0.00
	Remaining DAS / Cellular System	0.000	0.00	0.00	0.00	0.00	76,950.00	76,950.00	0.00	0.00	0.00	0.00	0%	76,950.00	0.00



CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 28

APPLICATION DATE: 2/1/2025

PERIOD TO: 2/28/2025

ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
									FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
42.201	ASI 9 RFI #139 Cellular (DAS)	0.000	0.00	0.00	0.00	0.00	108,321.00	108,321.00	0.00	0.00	0.00	0.00	0%	108,321.00	0.00
43.0	Change Orders to Exhibit I														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	NEW COURTHOUSE TOTALS	1,273,310.000	1,130,528.00	2,403,838.00	0.00	2,403,838.00	38,625,292.00	41,043,600.00	26,481,977.82	1,484,648.55	0.00	27,966,626.37	68%	13,076,973.63	1,005,465.63
	Contract Total	1,273,310.000	1,315,059.00	2,588,369.00	1,825,812.00	4,779,103.39	38,625,292.00	43,418,865.39	28,857,243.21	1,484,648.55	0.00	30,341,891.76	70%	13,076,973.63	1,005,465.63



Waller County Design Build Overview

Date: 2/27/2025													
	Original Contract Amount In	Amount Added In	Amount Added In	Amount Added In	Amount Added In	Amount Added In Exhibit E Change Order # 001	Amount Added In Exhibit E Change Order # 002	Amount Added In	Amount Added In	Amount Added In Exhibit E Change Order # 003	Amount Added In Exhibit E Change Order # 004	Amount Added In	Total Through Exhibit H
Description	Exhibit A 5/12/2021	Exhibit B 5/2/2022	Exhibit C 2/6/2023	Exhibit D 4/26/2023	Exhibit E 5/17/2023	8/2/2023	9/18/2023	Exhibit F 10/4/2023	Exhibit G 11/17/2023	3/6/2024	8/21/2024	Exhibit H 12/11/2024	
Programming, Pre-Schematic, & Assessments													
Programming, Pre-Schematic, & Assessments Costs	\$358,353.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROGRAMMING & ASSESSMENTS TOTAL	\$358,353.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$358,353.62
Maintenance Node													
Maintenance Node Design Services	\$0.00	\$970,500.00	(\$114,476.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$856,024.00
Maintenance Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Node Total	\$0.00	\$970,500.00	(\$114,476.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$856,024.00
BUSINESS NODE													
Courthouse Design Services	\$0.00	\$1,273,310.00	\$1,130,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,403,838.00
Courthouse Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Courthouse Total	\$0.00	\$1,273,310.00	\$1,130,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,639,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,043,600.00
Swing Space Design Services	\$0.00	\$0.00	\$184,531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184,531.00
Swing Space Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,825,812.00
Swing Space Change Order # 001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,435.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,435.85
Swing Space Change Order # 002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$233,968.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$233,968.97
Swing Space Change Order # 003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,878.13	\$0.00	\$0.00	\$12,878.13
Swing Space Change Order # 004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,360.56)	\$0.00	(\$4,360.56)
Swing Space Total	\$0.00	\$0.00	\$184,531.00	\$0.00	\$1,825,812.00	\$122,435.85	\$233,968.97	\$0.00	\$0.00	\$12,878.13	(\$4,360.56)	\$0.00	\$2,375,265.39
Business Node Totals	\$0.00	\$1,273,310.00	\$1,315,059.00	\$0.00	\$1,825,812.00	\$122,435.85	\$233,968.97	\$38,639,762.00	\$0.00	\$12,878.13	(\$4,360.56)	\$0.00	\$43,418,865.39
Judicial Node													
Justice Tower Design Services	\$0.00	\$3,572,550.00	\$2,015,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,588,327.00
Justin Tower Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Judicial Node Total	\$0.00	\$3,572,550.00	\$2,015,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,588,327.00
Macerator, Hoist, & Valve													
Macerator, Hoist, & Valve Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Macerator, Hoist, & Valve Construction Costs	\$0.00	\$0.00	\$0.00	\$264,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,316.00
Macerator, Hoist, & Valve Totals	\$0.00	\$0.00	\$0.00	\$264,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,316.00
506 Upgrades & Modular Building													
506 Upgrades & Modular Building Design Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,921.00	\$0.00	\$0.00	\$0.00	\$230,921.00
506 Upgrades & Modular Building Construction Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,053,707.00	\$4,053,707.00
506 Upgrades & Modular Building Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,921.00	\$0.00	\$0.00	\$4,053,707.00	\$4,284,628.00
Design Build Contract Total	\$358,353.62	\$5,816,360.00	\$3,216,360.00	\$264,316.00	\$1,825,812.00	\$122,435.85	\$233,968.97	\$38,639,762.00	\$230,921.00	\$12,878.13	(\$4,360.56)	\$4,053,707.00	\$54,770,514.01

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12705

Item 37.

To Owner: Waller County
836 Austin Street, Suite 103

Hempstead, TX 77445

Project: 23543. Waller County 506 Upgrades &
Modular Building

Application No.: 12

Period To: 2/28/2002

Distribution to :
☒ Owner
☐ Architect
☐ Contractor

From Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: 22108.04

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$230,921.00
2. Net Change By Change Order	\$3,822,786.00
3. Contract Sum To Date	\$4,053,707.00
4. Total Completed and Stored To Date	\$747,823.90
5. Retainage:	
a. 3.63% of Completed Work	\$27,125.94
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$27,125.94
6. Total Earned Less Retainage	\$720,697.96
7. Less Previous Certificates For Payments	\$515,640.23
8. Current Payment Due	\$205,057.73
9. Balance To Finish, Plus Retainage	\$3,333,009.04

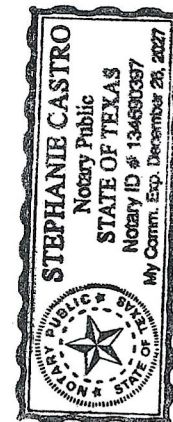
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: Laurel Date: 2/28/2025

State of: Texas
Subscribed and sworn to before me this 28th
Notary Public: Stephanie Castro
My Commission expires: 12/26/27

County of: Tarrant
day of February 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$205,057.73

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$3,822,786.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$3,822,786.00	\$0.00
Net Changes By Change Order	\$3,822,786.00	

Modular Building Design - Not Subject to Retainage	\$11,942.16
Modular Building Design General Conditions - Not Subject to Retainage	\$0.00
Modular Building Construction - Subject to Retainage	\$203,279.55
Retainage Withheld	\$10,163.98
Amount Certified (Payment Due)	\$205,057.73

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **12**
 APPLICATION DATE: **28-Feb-25**
 PERIOD TO: **28-Feb-25**
 ARCHITECT'S PROJECT NO.: **22108.04**

A ITEM NO.	B DESCRIPTION	C SCHEDULED VALUE	C CHANGE AMOUNT	C EXHIBIT H VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
					FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
1	Waller County 506 Upgrades & Modular Building Design										
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	175,941.50	11,942.16		187,883.66	92%	210,188.34	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	300.45	0.00		300.45	3%	9,699.55	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses										
2.1	General Conditions	0.00	742,947.00	742,947.00	163,448.34	81,724.17		245,172.51	33%	497,774.49	12258.63
2.2	Insurance	0.00	20,636.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	1031.80
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	1850.65
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	2952.70
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	2000.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	0.00		0.00	0%	9,421.00	0.00
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	19,087.90	7,950.00		27,037.90	18%	119,792.10	1351.90
3	Civil & Site Improvements										
3.1	SWPPP	0.00	16,510.00	16,510.00	0.00	16,510.00		16,510.00	100%	0.00	825.50
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	0.00	0.00		0.00	0%	31,920.00	0.00
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	0.00	0.00		0.00	0%	109,990.00	0.00
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	0.00		0.00	0%	67,440.00	0.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	0.00	58,491.00		58,491.00	49%	62,109.00	2924.55
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	0.00	0.00		0.00	0%	81,978.00	0.00
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	0.00	0.00		0.00	0%	221,440.00	0.00
3.9	Asphalt - Justice Center	0.00	196,660.00	196,660.00	0.00	0.00		0.00	0%	196,660.00	0.00
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	0.00		0.00	0%	8,610.00	0.00
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	0.00	0.00		0.00	0%	5,230.00	0.00
4	Permanent Fencing										
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	0.00	0.00		0.00	0%	19,686.00	0.00
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	0.00	0.00		0.00	0%	45,934.00	0.00
5	Modular Building Accessories										
5.1	Wood Stairs & Ramps - Joe Kuciemba	0.00	13,075.00	13,075.00	0.00	0.00		0.00	0%	13,075.00	0.00
5.2	Wood Stairs & Ramps - Justice Center	0.00	39,223.00	39,223.00	0.00	0.00		0.00	0%	39,223.00	0.00
5.3	Canopies - Joe Kuciemba	0.00	13,075.00	13,075.00	0.00	0.00		0.00	0%	13,075.00	0.00
5.4	Canopies - Justice Center	0.00	26,149.00	26,149.00	0.00	0.00		0.00	0%	26,149.00	0.00
5.5	Privacy Fencing - Joe Kuciemba	0.00	65,372.00	65,372.00	0.00	0.00		0.00	0%	65,372.00	0.00
5.6	Privacy Fencing - Justice Center	0.00	104,595.00	104,595.00	0.00	0.00		0.00	0%	104,595.00	0.00
5.7	Concrete Foundation Design	0.00	7,500.00	7,500.00	0.00	7,500.00		7,500.00	100%	0.00	375.00
6	Roofing										
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	0.00	0.00		0.00	0%	20,898.00	0.00
7	Doors and Hardware										
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	0.00	0.00		0.00	0%	3,750.00	0.00
8	Glass & Glazing										
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	0.00	4,000.00		4,000.00	9%	40,800.00	200.00
8.2	Window Film	0.00	7,500.00	7,500.00	0.00	0.00		0.00	0%	7,500.00	0.00
9	Finishes										
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	0.00		0.00	0%	26,003.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **12**
 APPLICATION DATE: **28-Feb-25**
 PERIOD TO: **28-Feb-25**
 ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G	H	I	
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREV APPLICATIONS (D+E)	THIS PERIOD					
9.2	Acoustical Ceilings & Linear Metal Ceilings	0.00	46,274.00	46,274.00	0.00	0.00		0.00	0%	46,274.00	0.00
9.3	Painting	0.00	8,950.00	8,950.00	0.00	0.00		0.00	0%	8,950.00	0.00
9.4	Floor Protection	0.00	15,000.00	15,000.00	0.00	0.00		0.00	0%	15,000.00	0.00
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	0.00	0.00		0.00	0%	32,888.00	0.00
10	Plumbing										
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	0.00	0.00		0.00	0%	21,420.00	0.00
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	0.00	0.00		0.00	0%	39,780.00	0.00
11	Mechanical (HVAC)										
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
11.2	Equipment - Material	0.00	111,700.00	111,700.00	0.00	0.00		0.00	0%	111,700.00	0.00
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	0.00	0.00		0.00	0%	54,600.00	0.00
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	0.00	0.00		0.00	0%	81,150.00	0.00
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	0.00	0.00		0.00	0%	27,050.00	0.00
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	0.00		0.00	0%	4,034.00	0.00
12	Electrical										
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	0.00	3,828.30		3,828.30	5%	72,737.70	191.42
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	0.00	17,150.88		17,150.88	8%	197,235.12	857.54
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	0.00	6,125.20		6,125.20	40%	9,187.80	306.26
13	Access Control										
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	0.00	0.00		0.00	0%	17,435.00	0.00
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	0.00	0.00		0.00	0%	40,683.00	0.00
14	Allowances & Contingencies										
14.1	Owner's Contingency	0.00	129,969.00	129,969.00	0.00	0.00		0.00	0%	129,969.00	0.00
14.2	Design-Builder Contingency	0.00	97,477.00	97,477.00	0.00	0.00		0.00	0%	97,477.00	0.00
14.3	Allw #1 - Fire Alarm System - Kuciemba Mods.	0.00	15,000.00	15,000.00	0.00	0.00		0.00	0%	15,000.00	0.00
14.4	Allw #2 - Fire Alarm System - Justice Center Mods.	0.00	20,000.00	20,000.00	0.00	0.00		0.00	0%	20,000.00	0.00
14.5	Allw #3 - Misc. Signage	0.00	5,000.00	5,000.00	0.00	0.00		0.00	0%	5,000.00	0.00
14.5	Allw #4 - Data at Modulares	0.00	25,000.00	25,000.00	0.00	0.00		0.00	0%	25,000.00	0.00
14.7	Allw #5 - Concrete Foundation Design Change	0.00	30,000.00	30,000.00	0.00	0.00		0.00	0%	30,000.00	0.00
14.8	Allw #6 - Landscaping	0.00	25,000.00	25,000.00	0.00	0.00		0.00	0%	25,000.00	0.00
14.9	Allw #7 - Test and Balance	0.00	10,000.00	10,000.00	0.00	0.00		0.00	0%	10,000.00	0.00
14.10	Allw #8 - Unkwn. City Permit Comments	0.00	100,000.00	100,000.00	0.00	0.00		0.00	0%	100,000.00	0.00
	Contract Total	230,921.00	3,822,786.00	4,053,707.00	532,602.19	215,221.71	0.00	747,823.90	18%	3,305,883.10	27125.94