NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION
Wednesday, October 28, 2026 at 9:00 AM
Waller County Courthouse, Hempstead, Texas

AGENDA

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

Waller County Courthouse
836 Austin Street
Hempstead, Texas 77445

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.

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

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

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

6. Request by County Auditor to Approve and/or Ratify 2026 Budget Adjustments and Departmental Line-Item Transfers.

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

8. Request by Environmental to terminate the Interlocal Agreement with The Town of Pine Island for On-Site Sewage Facility inspections and other sanitation services and request to submit a copy of all OSSF records that pertain to The Town of Pine Island.

9. Request by Procurement Director to approve month-to-month renewal of inmate food services with Trinity Services Group, LLC. Funds to be paid from line item 125-505-563800 [Sheriff Jail Groceries].

10. Request by Procurement Director to advertise for bids for Road Base and Construction Materials. Advertisement to be paid from line item 125-401-544100 [Bid Notice & Printing].

11. Request by Procurement Director to approve renewal of Bid 2025-02, term contract for pavement markings from Stripes & Stops. Funds to be paid from line item 110-530-587411 [Sign & Striping Materials].

12. Request by Procurement Director to approve renewal of Bid 2025-06, term contract for fuel - bulk diesel & gasoline from Petroleum Traders Corporation. Funds to be paid from line item 110-530-537501 [Fuel].

13. Request by County Engineer to authorize the issuance of a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on December 9, 2026 for the 3rd Final Replat of Pederson Road Business Park to be allowed to amend Restricted Reserve "A", Block 1. This amendment will create 3 Commercial Reserves by Owners IU Heritage LP.

14. Request by County Engineer to approve the Final Plat of Katy Fields Business Park in Precinct 4.

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

16. Request by County Engineer to approve the Final Plat of Park at Anserra Section 3 in Precinct 2.

17. Request by County Engineer to approve the Final Plat of Sabine Springs Section 1 and accept the Subdivision Bond in Precinct 2.

18. Request by County Engineer to approve the Final Plat of Sabine Springs Drive Phase 1 and accept the Subdivision Bond in Precinct 2.

19. Request by County Engineer to approve the Final Plat of Woodhaven Estates WWTP No.1 in Precinct 2.

20. Request by County Engineer to place roads in Sunterra Lakes North Section 1 into the developer's one-year maintenance period, effective August 19, 2026, and reduce the maintenance bond.

21. Request by County Engineer to place roads in Sunterra Lakes North Section 4A into the developer's one-year maintenance period, effective October 28, 2026, and reduce the maintenance bond.

22. Request by County Engineer to place roads in Sunterra Lakes North Section 4B into the developer's one-year maintenance period, effective October 28, 2026, and reduce the maintenance bond.

23. Request by County Engineer to place roads in Sunterra Lakes North Street Dedication and Reserves into the developer's one-year maintenance period, effective August 19, 2026, and reduce the maintenance bond.

Requests to approve payments on the following:

24. $8,250.00 for Invoice #10440 to Brazos Valley Council of Governments to be paid from line item 125-525-546900 [BVCOG].

25. $10,400.00 for Invoice #1753 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

26. $1,210.00 for Invoice #4065182 to Husch Blackwell, LLP for Professional Services rendered from August 6, 2026 to August 21, 2026. Funds to be paid from line item 125-411-540300 [Legal].

27. $485.00 for Invoice #2300239113944 to A2Z Houston Locksmith LLC to be paid from line item 606-606-581839 [Courthouse Soft Cost].

28. $2,615.62 for Invoice #52344 to LDD Blueline to be paid from line item 606-606581840 [Professional Services Pct. 2].

29. $11,508.75 for Invoice #52345 to LDD Blueline to be paid from line item 606-606-581841 [Professional Services Pct. 3].

30. $2,163.47 for Invoice #13677 to Wald Relocation Services, LTD to be paid from line item 606-606-581842 [Soft Costs 3rd Floor Courthouse].

31. $5,100.00 for Invoice #11651 to Southern Commercial Services LLC to be paid from line item 606-606-581839 [Courthouse Soft Cost].

32. $72,506.29 for Invoice #55164-17 to BGE, Inc. for Professional Services rendered August 22, 2026 through September 25, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

33. $7,223.00 for Invoice #55163-12 to BGE, Inc. for Professional Services rendered August 22, 2026 through September 25,2026. Funds to be paid from line item 605-605-545405 [Professional Services].

34. $65,572.97 for Invoice #366688-4 to Cobb Fendley for Professional Services rendered from August 01, 2026 through August 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

35. $110,582.21 for Invoice #367202-5 to Cobb Fendley for Professional Services ending August 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

36. $273,334.12 for Invoice #15 to Edminster Hinshaw Russ & Assoc. dba EHRA Engineering for Professional Services rendered through September 06, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

37. $142,492.50 for Invoice #85206-01-11 to GFT Infrastructure, Inc. for Professional Services rendered from August 01, 2026 through August 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

38. $239,703.60 for Invoice #202652149 to LJA Engineering, Inc. for Professional Services rendered through September 25, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

39. $5,968.75 for Invoice #101497-17 to RG Miller Engineers, Inc. for Professional Services rendered August 01, 2026 through August 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

40. $53,856.04 for Invoice #304200.00-17 to Schaumburg & Polk, Inc. for Professional Services rendered from August 03, 2026 to August 30, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

41. $73,490.89 for Invoice #202646509 to Volkert, Inc. for Professional Services rendered April 18, 2026 through August 21, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

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

COUNTY ENGINEER

43. Discuss and take action to approve granting a variance to the 9-1-1 Addressing road name standards for Brittany's Way in Precinct 4 (Grange Development).

44. Request by County Engineer to approve the Final Plat of Maple Reserve Water Plant in Precinct 2.

PROCUREMENT DIRECTOR

45. Discuss and take action to approve the purchase of Rocket in-car video communication platform from Utility Associates, Inc. for Sheriff's Office ($29,361.75) and Constable Precincts 2, 3, and 4 ($22,188.00).

ECONOMIC DEVELOPMENT

46. Discuss and take action to consent to the assignment of the tax abatement agreement between Waller County, Texas, SRPF B/Empire West Phase III, L.P., SRPF B/Empire West Phase II, L.P., and Tesla, Inc. entered into on March 5, 2025, contract ID number 250305-19 (“Agreement”). The assignment is made between SRPF B/Empire West Phase III, L.P., SRPF B/Empire West Phase II, L.P., and Brookshire Commerce Center ILP, LLC. SRPF B/Empire West Phase III, L.P. and SRPF B/Empire West Phase II, L.P., owned the property subject to the Agreement at the time the Agreement was executed. Tesla, Inc. was the original tax abatement applicant, and leased the property owned by SRPF B/Empire West Phase III, L.P. and SRPF B/Empire West Phase II, L.P. The

property is located in Brookshire, Texas in the City of Brookshire Reinvestment Zone Number 20-01, generally located north of Interstate 10, west of Woods Road, south of U.S. Highway 90, and east of Waller Avenue. SRPF B/Empire West Phase III, L.P. improved property by building a manufacturing facility with an estimated cost of approximately $31,000,000.00, and Tesla, Inc. installed distribution equipment and building improvements, including HVAC system upgrades at an estimated cost of $2,000,000.00. SRPF B/Empire West Phase II, L.P., improved property pursuant to the Agreement by improving a manufacturing facility by increasing the facility's electrical capacity, and heating and cooling equipment at an estimated cost of approximately $44,000,000.00, and Tesla, Inc. installed manufacturing equipment with an estimated cost of approximately $150,000,000.00. SRPF B/Empire West Phase III, L.P. and SRPF B/Empire West Phase II, L.P., sold the property to Brookshire Commerce Center, ILP, LLC, and is requesting Waller County to consent to the assignment of the Agreement from SRPF B/Empire West Phase III, L.P. and SRPF B/Empire West Phase II, L.P. to Brookshire Commerce Center, ILP, LLC. Brookshire Commerce Center, ILP, LLC is the current owner of the property.

47. Discuss and take action on the proposed tax abatement agreements between Waller County, Texas and IDV QOZB 2023, LLC. IDV QOZB 2023, LLC is the tax abatement applicant and the owner of the real property. The property is located in Waller County IDV Reinvestment Zone 17 ("Zone"), which was designated as a reinvestment zone by Waller County on June 10, 2026. The Zone is generally located north of Bains Lane, south of US Interstate 10, east of Donigan Road, and west of FM 1489 in Brookshire, Texas, 77423. IDV QOZB 2023, LLC will make the following improvements:

a. construct an approximately 102,000 square foot industrial warehouse facility and associated site improvements at an estimated approximate cost of $7,300,000.00.

b. construct an approximately 126,000 square foot industrial warehouse facility and associated site improvements at an estimated approximate cost of $8,000,000.00.

c. construct an approximately 283,000 square foot industrial warehouse facility and associated site improvements at an estimated approximate cost of $16,200,000.00.

d. construct an approximately 589,000 square foot industrial warehouse facility and associated site improvements at an estimated approximate cost of $32,100,000.00.

48. Discuss and take action to amend the tax abatement agreement between Waller County, Texas, Woods Road Industrial, LLC, and Igloo Products, Corp. that was approved by Waller County Commissioners Court on January 18, 2023, and having contract ID number 230118-13. Woods Road Industrial, LLC was the tax abatement applicant and the owner of the real property. The property is located in the Waller County Woods Road Industrial Park Reinvestment Zone 13 ("Zone"), located in Brookshire, Waller County, Texas, and designated as a reinvestment zone by Waller County on June 8, 2022. The Zone is generally located north of Kingsland Blvd, south of U.S. Interstate 10, east of Woods Road, and west of Jordan Ranch Road in Brookshire, Texas, 77423. Woods Road Industrial, LLC and Igloo Products, Corp. improved the property by constructing an approximately 1,000,000 square foot facility and related tenant improvements at an estimated cost of $13,000,000.00.

DIRECTOR OF FACILITIES

49. Discuss and take action to approve Amendment No. 2 to the contract with LDD Blueline, LCC for the design of the Precinct 3 building.

MISCELLANEOUS

50. Discuss and take action to approve agreement between Waller County and Fort Bend Seniors Meals on Wheels and payment of $70,000.00 for Invoice #4703 as allocated in the 2027 Budget.

51. 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.

52. 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

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

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

55. 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.

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

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

ADJOURN MEETING

NOTICE

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

MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – OCTOBER 14, 2026

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 14th day of October 2026 at its meeting place at the Waller County Courthouse, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:05 a.m. with the following members of the Court present to-wit:

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

Absent: John A. Amsler, Commissioner Precinct

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

DRAFT

1. Approval of Agenda.

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

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

PUBLIC COMMENT

1. Dr. Denise Mattox
2. Commissioner Beckendorff and Judge Duhon thanked everyone that attended the County Fair and supported the kids.

CONSENT AGENDA

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

2. Approval of Minutes – September 30, 2026 Regular Session

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

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

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

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

7. Request by County Auditor to approve Quarterly Reimbursement of Juror Payments.

8. Request by Precinct 1 Constable's Office to accept a donation of four (4) vehicle printers for the Waller County Constable Precinct 1 from Waller County Crime Stoppers valued at $3,978.71.

9. Request by Precinct 2 Constable's Office to accept a donation of two (2) handheld radios for the Constable's Office from Waller County Crime Stoppers valued at $5,362.98.

10. Request by Waller County Fire Marshal's Office to accept a donation of four (4) vehicle printers for the Waller County Fire Marshal's Office from Waller County Crime Stoppers valued at $4,117.54.

11. Request by Procurement Director to advertise for request for proposals for Jail Food Services, and request for bids for Morton Road Phase 2 in Precinct 4. Advertisements to be paid from line item 125-[illegible]-5441[illegible] [Bid Notices & Printing].

12. Request by County Engineer to transfer [illegible] Computers, laptops and desktops, to the IT Department.

13. Request by County Engineer to accept a Formal Notice from A T & T Texas for a utility installation of aerial and buried fiber optic line, placed within the right of way of Mathis Rd. (Project #2026-3034).

14. Request by County Engineer to accept a Formal Notice from A T & T Texas for a utility installation of a fiber optic line, and conduit, placed within the right of way of Penick Rd, Berry Ln and Mathis Rd. (Project #2026-2901).

15. Request by County Engineer to accept a Formal Notice from Centric Fiber LLC for a utility installation of a fiber optic line, placed within the right of way of Flukinger Rd. and Mayer Rd. (Project #2026-3086).

16. Request by County Engineer to accept a Formal Notice from CenterPoint Energy for a utility installation of a 1" service gas line placed within the right of way of Pappas Dr (Project #2026-2521).

17. Request by County Engineer to accept a Formal Notice from CenterPoint Energy for a utility installation of a 8" HP Stl gas line, placed within the right of way of Schlipf Rd. (Project #2026-2522).

DRAFT

18. Request by County Engineer to accept a Formal Notice from Comcast of Houston, LLC for a utility installation of a fiber optic line, placed within the right of way of Morton Rd. for service to 459 Silver Moon Way(Project #2026-2598).

19. Request by County Engineer to accept a Formal Notice from Comcast of Houston, LLC for a utility installation of a fiber optic line, and conduit, placed within the right of way of Kingsland Blvd (Project #2026-3131).

20. Request by County Engineer to accept a Formal Notice from Fidium for a utility installation of a fiber optic line, placed within the right of way of Buller Rd. (Project #2026-3085).

21. Request by County Engineer to accept a Formal Notice from Si Energy for a utility installation of a 6" HDPE Pipeline, placed within the right of way of Neuman Rd. (Project #2026-1638).

22. Request by County Engineer to accept a Formal Notice from Astro Sunterra LP for proposed safety improvements installation placed within the right of way of Sunterra Shores Dr (Project #2026-2851).

23. Request by County Engineer to release the bond for the roads in Lakeview Section1 – Private Road into county maintenance. As private roads, they will not be accepted at this time.

24. Request by County Engineer to accept the roads in Lakeview Section 3 into county maintenance and release the bond.

25. Request by County Engineer to place roads in Bartlett Road Street Dedication and Reserves into the developer's one-year maintenance period, effective October 14, 2026, and reduce the maintenance bond.

26. Request by County Engineer to place roads in Lakes of Cane Island - Lake Champlain Drive into the developer's one-year maintenance period, effective October 14, 2026, and reduce the maintenance bond.

27. *Item 27 removed from the Consent Agenda for the court to take action separately. (page 5)*

28. ~~Request by County Engineer to approve the Final Plat of Lakes of Cane Island Section 9 and accept the Construction Bond in Precinct 4~~. **WITHDRAWN**

29. Spread upon the minutes the August 20, 2026 Juvenile Board approval of leased cargo van from Enterprise Fleet Management, pursuant to Sourcewell Contract #030122-EFM, in the amount of $1,181.06 per month. Funds to be paid from line item 125-506-587523 [Fleet Management Lease Payment].

Requests to approve payments on the following:

30. $2,160.00 for Invoice #7940 to The Randle Law Office LTD. to be paid from line item 125-411-540300 [Legal].

DRAFT

31. $1,635.00 for Invoice #3870931, $862.50 for Invoice #3885048, $4,735.00 for Invoice #3903962, $4,427.50 for Invoice #3922255, $5,002.50 for Invoice #3949033 and $6,705.00 for Invoice #4056624, for a total of $23,367.50 to Husch Blackwell, LLP. Funds to be paid from line-item 125-411-540300 [Legal].

32. $1,800.00 for Invoice dated July 6, 2026 to Schmidt Funeral Home from line item 125-411-561502 [Pauper Burial Expense].

33. $1,200 for Invoice dated September 2, 2026 and $1,200.00 for Invoice dated September 2, 2026, for a total of $2,400.00 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

34. $1,150.00 for Invoice dated September 15, 2026, $1,150.00 for Invoice dated September 15, 2026, and $1,200.00 for Invoice dated September 22, 2026, for a total of $3,500.00 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

35. $781.00 for Invoice #202652998 to National Association of Counties from line item 125-120-036000 [Prepaid Items].

36. $1,560.00 for Invoice #103493 to Texas Association of Counties from line item 125-120-036000 [Prepaid Item].

37. $286,083.37 for Invoice #20264650[illegible] to LJA Engineering, Inc. for Professional Services rendered through August 31, 2026. Funds to be paid from line item 605-605-545405 [Professional Services].

38. $33,969.12 for Invoice #20[illegible]464-[illegible] to TEDSI Infrastructure Group for Professional Services rendering August 01, 2026 through August 31, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

39. $212,467.65 for Invoice #[illegible]644[illegible]35-4 to Tetra Tech, Inc. for Professional Services rendered June [illegible], 2026 through August 21, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

40. $7,323.70 for Invoice #[illegible]2610993-3 to Tetra Tech, Inc. for Professional Services rendered May 23, 2026 through June 26, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

41. $36,136.84 for Invoice #ARIV1077057-07 to KCI Technologies, Inc. for Professional Services rendered August 01, 2026 through August 31, 2026. Funds to be paid from line item 605-605545405 [Professional Services].

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

Motion to approve **Consent Agenda** with Item 27 removed and Item 28 withdrawn made by Commissioner Smith, seconded by Commissioner Jones.
Motion carried by 4-0 vote.

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

DRAFT

Court addressed Consent Agenda Item 27

27. Request by County Engineer to approve the Final Plat of Azalea Section 2 and accept the Maintenance Bond in Precinct 3.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 3-0 vote with 1 Abstained.

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

PROCLAMATION

43. Discuss and take action to approve the Proclamation declaring October 2026 as Domestic Violence Awareness Month in Waller County.

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

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

44. Discuss and take action on honoring the Katy High School students.

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

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

COUNTY JUDGE

Advanced to Agenda Item 46

46. **Presentation** and update on CASA, CPS and Waller County Child Welfare Board.
No action required.

Proceeded with Agenda Item 45

45. Discuss and take action to approve the appointment of Michelle Gonzales to the Waller County Child Welfare Board for a three (3) year term.

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

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

(Judge Duhon administered Oath)

46. *Court addressed Item 46 earlier in the meeting. (page 5)*

TAX ASSESSOR-COLLECTOR

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

48. Discuss and take action to approve a private tax resale to Ms. Andrea Roberson in the amount of $3,365.44 for the following properties: Lot 54, Block 1, Deerwood Lakes Estates Section 4, tax account R17615; and Lot 55, Block 1, Deerwood Lakes Section 4, tax account R17617.

DRAFT

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

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

AUDITOR

49. **Presentation** from the audit firm of Armstrong, Vaughn & Associates, PC of the fiscal year 2025 Waller County Financial Audit Report. *No action required.*

COMMISSIONER, PRECINCT 3

50. Discuss and take action on an updated road assessment.

    Commissioner Jones moved to authorize staff to negotiate a contract amendment with LJA to have them perform an updated road assessment, seconded by Commissioner Beckendorff.
    Motion carried by 4-0 vote.

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

51. Discuss and take possible action to authorize staff to evaluate the feasibility of establishing one or more Transportation Reinvestment Zones pursuant to Chapter 222 of the Texas Transportation Code, including identification of potential transportation projects, proposed geographic areas, projected tax increment revenues, financing alternatives, and coordination with TxDOT and other regional transportation partners.

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

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

52. ~~Recognition, honoring, and welcoming of Antonio Ford as Chief Deputy of the Waller County Constable's Office, Precinct 3~~. **Item WITHDRAWN.**

COUNTY ENGINEER

53. Discuss and take action to approve Supplement No. 3 to the Construction Engineering and Inspections Services Agreement with IEA for Riley Road bridge additional contract value in the amount of $14,000.00. ***and***
54. Discuss and take action to accept the General Plan of Wildflower Meadows in Precinct 2.

    Motion made to **approve Items 53 and 54** by Commissioner Smith, seconded by Commissioner Jones.
    Motion carried by 4-0 vote.

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

CHIEF OF STAFF

55. Discussion on the 2027 legislative session.
    No action required.

Judge Duhon temporarily left meeting at 11:29 a.m.

DRAFT

56. Discuss and take action to transfer $8,300.00 from contingency to pay for The Charles A Kalkomey Regional Detention Pond Groundbreaking.

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

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

PROCUREMENT DIRECTOR

57. Discuss and take action on award recommendation of Bid 26-017, Above Ground Storage Tank Removal, to Sunbelt Industrial Services, only bidder meeting specifications, in the amount of $252,307.94. Funds to be paid from line item 110-530-547522 [Health, Safety & Hazard]. ***and***
58. Discuss and take action on request to negotiate with the most highly qualified respondent for RFP 26-010, All Hazards Preparedness, Planning, Consulting, & Recovery Services. ***and***
59. Discuss and take action on request for price increase from Rock Ridge Transport, LLC and Texas Star Transport, LLC for Bid 26-001, Term contract for road base and construction materials. Funds to be paid from line item 110-530-587505 [Road Materials].

Motion to **approve Items 57, 58, and 59** made by Commissioner Smith, seconded by Commissioner Jones.

Judge returned to meeting at 11:33 a.m.

Motion carried by 4-0 vote.

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

TREASURER

60. Discuss and take action to approve annual distribution of Available School Funds to school districts within Wheeler County.

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

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

MISCELLANEOUS

61. Discuss and take action to authorize firework sales for Diwali.

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

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

62. Annual Review of the following Departments:
Library
Environmental
Director of Facilities

DRAFT

63. ~~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.**

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

EXECUTIVE SESSION

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

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

67. 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.

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

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

No Executive Session needed for Items 65 – 69.

ADJOURN MEETING

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

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

Meeting was **ADJOURNED** at 11:35 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

COMMISSIONERS COURT WALLER COUNTY, TEXAS

DRAFT

APPROVED this the 28th day of October 2026.

_____

Carbett “Trey” J. Duhon, III
County Judge

DRAFT

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

*** INTERNET ***

b. ■



Item 5.

a. T Code ■ 32650

Civil Fees

- QUARTERLY REPORT -

• DO NOT WRITE IN SHADED AREAS

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

f. Report for quarter ending
QUARTER ENDING 09-30-26

g. ■ 263

e. Due date of report
10-31-26

City / County name and mailing address

d.
JOAN BEATY, CNTY TREAS
WALLER COUNTY
836 AUSTIN ST STE 2200
HEMPSTEAD, TX 77445-0428

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

i. ■

j. ■

DESCRIPTION — SEE BACK FOR INSTRUCTIONS —	COLUMN 1 Number (#) issued/filed	COLUMN 2 TOTAL COLLECTED	COLUMN 3 AMOUNT DUE
1. Birth Certificate Fees	# ■ 364	$ ■ 655.20	1. $ 655.20
2. Marriage License Fees	■ 146	■ 4,380.00	2. 4,380.00
3. Declaration of Informal Marriage	■ 3	■ 37.50	3. 37.50
4. Juror Donations	■ 18	■ 476.00	4. 476.00
5. JP Consolidated Civil Fee	■ 88	■ 1,848.00	5. 1,848.00
6. Statutory Probate Court — 6a. Consolidated Civil Fee	■ 0	■ 0.00	6a. 0.00
6. Statutory Probate Court — 6b. Filing fee for other actions	■ 0	■ 0.00	6b. 0.00
7. Statutory County Court — 7a. Consolidated Civil Fee	■ 2	■ 274.00	7a. 274.00
7. Statutory County Court — 7b. Filing fee for other actions	■ 0	■ 0.00	7b. 0.00
8. Constitutional County Court — 8a. Consolidated Civil Fee	■ 0	■ 0.00	8a. 0.00
8. Constitutional County Court — 8b. Filing fee for other actions	■ 0	■ 0.00	8b. 0.00
9. Business and District Court — 9a. Consolidated Civil Fee	# ■ 74	■ 10,173.62	9a. $ 10,173.62
9. Business and District Court — 9b. Filing fee for other actions	# ■ 26	$ ■ 1,150.20	9b. $ 1,150.20
10. Business Court Filing Fee	# ■ 0	$ ■ 0.00	10. $ 0.00
11. County Alternative Dispute Resolution	# ■ 1095	$ ■ 9,264.91	11. $ 9,264.91
12. TOTAL OF LINES 1-11			12. ■ $ 28,259.43
13. TOTAL FROM LINE 9 OF CIVIL FEES SUPPLEMENT FORM 40-155 *(Repealed line items)*			13. ■ $ 281.70
14. TOTAL DUE FOR THIS PERIOD *(Total of Items 12 and 13)*			14. ■ $ 28,541.13

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

15. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 14)* 15. ■ $ 28,541.13

City/County name

k. ■

l.

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

32640 17460010790 263 4

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

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

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

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

Authorized agent

sign here ▶ Joan Beaty

Title **County Treasurer** Date **10/28/2026**

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

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

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

Civil Fees Supplement

- REPEALED FEES ONLY -

a. Taxpayer number	b. Filing period	c.	d. Due date
1-74-6001079-0	QUARTER ENDING 09-30-26	263	11-02-26

e. Taxpayer name: **WALLER COUN**

DESCRIPTION — *SEE INSTRUCTIONS* —	COLUMN 1 Number (#) issued/filed	COLUMN 2 TOTAL COLLECTED	COLUMN 3 5% SERVICE FEE	COLUMN 4 AMOUNT DUE
1. Nondisclosure Fees	# 0	$ 0.00	$	1. $ 0.00
2. Justice Courts Filing Fee - Indigents Legal Services	1	6.00	0.30	2. 5.70
3. Statutory Probate Court — 3a. Filing Fee - Indigents Legal Services	0	0.00	0.00	3a. 0.00
3. Statutory Probate Court — 3b. Judicial Fund - Filing Fee	00	0.00		3b. 0.00
4. Statutory County Court — 4a. Filing Fee - Indigents Legal Services	0	0.00	0.00	4a. 0.00
4. Statutory County Court — 4b. Judicial Fund - Filing Fee	0	0.00		4b. 0.00
5. Constitutional County Court — 5a. Filing Fee - Indigents Legal Services	0	0.00	0.00	5a. 0.00
5. Constitutional County Court — 5b. Judicial Fund - Filing Fee	0	0.00		5b. 0.00
6. District Court — 6a. Divorce & Family Law cases *(Col. 3 is $0.25 times Col. 1)*	0	0.00	0.00	6a. 0.00
6. District Court — 6b. Other than Divorce/Family Law *(Col. 3 is $0.50 times Col. 1)*	1	50.00	0.50	6b. 49.50
6. District Court — 6c. Indigents Legal Services *(Sec.133.152)*	1	10.00	0.50	6c. 9.50
7. Judicial Support Fee	# 1	42.00		7. $ 42.00
8. Judicial and Court Personnel Training Fee	# 35	$ 175.00	$	8. $ 175.00
9. Total Due *(add this total on line 13 of Civil Fees Return, Form 40-141)*				9. $ 281.70

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

*** INTERNET ***

b.

Electronic Filing System - State Fund

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

a. T Code 32480

c. County Identification Number	d. Report for quarter ending *(mm/dd/yy)*	e.	f. Due date of report
1-74-6001079-0	QUARTER ENDING 09-30-26	263	10-31-26

County name and mailing address

g.
WALLER COUNTY
836 AUSTIN STREET STE 2200
HEMPSTEAD TX 77445-9634

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

i.

j.

Government Code 51.851: *Electronic Filing Fee*

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

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

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

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

Filing Fees (Civil Cases)

1. District Court filing fees *(@ $30)*	1.	$ 30.00
2. County Courts filing fees *(Constitutional, Statutory and Statutory Probate Courts) (@ $30)*	2.	$ 0.00
3. Justice Courts filing fees *(@ $10)*	3.	$ 10.00
4. Total amount of filing fees collected *(All Courts)*	4.	$ 40.00

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

5. District Court convictions	5.	$ 5.44
6. County Courts convictions *(Constitutional and Statutory Courts)*	6.	$ 0.00
7. Total amount of criminal costs collected *(All Courts)*	7.	$ 5.44
8. TOTAL AMOUNT DUE *(Add Items 4 and 7)*	8.	$ 45.44

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

*** DO NOT DETACH ***

9. **TOTAL AMOUNT OF PAYMENT** *(Same as Item 8)*	9.	$ 45.44

County name
WALLER COUNTY

k.

l.

■ T Code ■ County identification no. ■ Period

32470 17460010790 263 9

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

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

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

sign here ▸ Authorized agent Joan Beaty

Title: County Treasurer

Date: 10/28/26

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

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

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

a. T Code ■ 32670

b. ■



SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS

c. County identification number	d. Report for quarter ending	e.	f. Due date of report
■ 1-74-6001079-0	09-30-26	■	11-02-2026

County name and mailing address

g.
WALLER COUNTY
836 AUSTOM ST STE 2000
HEMPSTEAD TX 77445-9634

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

i.	j.
■	■

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

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

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

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

2. Total Fines Collected For Sexual Assault Program ..... 2. ■ **$ 320.00**

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

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

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

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

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

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

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

5. TOTAL FINES AND FEES DUE FOR THIS PERIOD (Total of Item 2 and Item 4) ..... 5. ■ **$ 320.00**

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

6. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 5)* ..... 6. ■ **$ 320.00**

County name	k.	l.
WALLER COUNTY	■	

■ T Code ■ County identification no. ■ Period

32660 1-74-6001079-

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

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

Authorized agent

sign here ▸ Joan Beaty

Title	Date
County Treasurer	**10/28/26**
Daytime phone *(Area code and number)*	**(979) 826-7707**

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

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

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

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

b.

SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS SUPPLEMENT

c. County identification number	d. Report for quarter ending	e.	f. Due date of report
1-74-6001079-0	09-30-26		11-02-2026

g. County name: **WALLER COUNTY**

Please check appropriate box to indicate which Fund/Program Supplement page is reporting.

(NOTE: Use a separate supplement form(s) to report amounts from different funds/programs)

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

CASE NUMBER	NAME	FEE COLLECTED
20-07-17,3	MAGALLON, OMAR JR	$ 35.00
20-03-17,2	PAUSTENBACH, TAYLOR THOMAS	$ 10.00
19-08-16,9	ANDERSON, LUKE AUSTIN	$ 15.00
10-07-1354	BRIDGEWATER, RICKY JAMAL	$ 3.00
15-04-15,1	GROOMS, LESLIE ROY III	$ 5.00
CC17-374	PEOPLE, ROCELIOUS	$ 10.00
CC17-342	ROBINSON, RANDAL II	$ 60.00
CC18-271	KELLER, SYDNEY	$ 10.00
CC17-082	DERKINS, BROCK	$ 10.00
CC19-139	HARRELSON, RANDLE	$ 47.50
CC17-195	HERRERA, NORMAN	$ 50.00
CC13-448	HERNANDEZ, LAUREN MARSE	$ 64.50
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
TOTAL FOR THIS PAGE ONLY *If Sexual Assault Program Fund fees - include this amount in totals reported in Item 2 of Form 40-139.* *If Substance Abuse Felony Program Funds - include this amount in totals reported in Item 4 of Form 40-139.*		$ 320.00

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

*** INTERNET ***

b.

Specialty Court Program Account

a. T Code 32260

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

c. County Identification Number	d. Report for quarter ending *(mm/dd/yy)*	e.	f. Due date of report
1-74-6001079-0	QUARTER ENDING 09-30-26		11-02-2026

County name and mailing address

g.
JOAN BEATY
WALLER COUNTY
936 AUSTIN ST STE 2200
HEMPSTEAD, TX 77445-9634

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

i. j.

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

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

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

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

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

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

(e) A county is entitled to:

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

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

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

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

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

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

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

County name
WALLER COUNTY

k. l.

T Code 32080 County identification no. Period

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

sign here ▸ Authorized agent *Joan Beaty*

Title **County Treasurer** Date **10/28/26**

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

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

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

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

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

*** INTERNET ***

a. T Code ■ 32630

b. ■

Item 5.

State Criminal Costs and Fees

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

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

f. Report for quarter ending: QUARTER ENDING 09-30-26

g. ■ 263

e. Due date of report: 10-31-26

County name and mailing address

d.
JOAN BEATY CNTY TRES
WALLER COUNTY
836 AUSTIN ST STE 2200
HEMPSTEAD, TX 77445-9634

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

i. ■

j. ■

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

		Column 1 TOTAL COLLECTED (State court costs only) Dollars and cents		Column 2 SERVICE FEE (See instructions)		Column 3 AMOUNT DUE STATE (Col. 1 minus Col. 2)
SECTION I Reports for offenses committed	1. 01-01-2020 Forward	■ $ 140,989.10		14,098.91	1.	$ 126,890.19
	2. 01-01-04 --- 12-31-19	■ 1,359.99		136.00	2.	1,223.99
	3. 09-01-1991 --- 12-31-2003	■ 80.00		8.00	3.	72.00
	4. Bail Bond Fee (BB)	■ 4,770.00		477.00	4.	4,293.00
	5. DNA Testing Fee - Juvenile (DNA JV)	■ 0.00		*No Service Fee*	5.	0.00
	6. EMS Trauma Fund (EMS)	■ 714.06		71.41	6.	642.65
	7. Juvenile Probation Diversion Fee (JPD)	■ 0.00		0.00	7.	0.00
	8. State Traffic Fine (STF2) Sept. 1, 2019 fwd	■ 64,714.26	(4%)	2,588.58	8.	62,125.68
	9. State Traffic Fine (STF) Prior to Sept. 1, 2019	■ 179.99	(5%)	9.00	9.	170.99
	10. Intoxicated Driver Fine	■ 2,880.00	(4%)	115.20	10.	2,764.80
	11. Prior Mandatory Costs (JRF, IDF & JS combined)	■ 439.62		43.97	11.	395.65
	12. Moving Violation Fees (MVF)	■ 0.70		0.07	12.	0.63
	13. DNA Testing Fee - Felony Convictions (DNA)			1.50	13.	13.50
	14. DNA Testing Fee - MSDM & CS (DNA & CS)	■ 228.00		22.80	14.	205.20
	15. Truancy Prevention & Diversion Fund (TPD)				15. ■	$ 22.81
	16. Failure to Appear/Pay (FTA) Report 2/3's of fees				16. ■	221.34
	17. Time Payment Fees (TP) Report 50% of fees				17. ■	173.45
	18. Judicial Fund - Constitutional County Court				18. ■	0.00
	19. Judicial Fund - Statutory County Court				19. ■	0.00
SECT. II As appl.	20. Peace Officer Fees *(Report 20% of fees from actions by state officers only.)*				20. ■	1,014.77
	21. Motor Carrier Weight Violations (MCW) (Report 50% of the fines collected.)				21. ■	1,507.50
	22. Driving Records Fee (DRF) *(Report 100% of fees collected.)*				22. ■	0.00
	23. Non-Suspension Fine (NSF) *(Report 100% of fine collected.)*				23. ■	0.00

24. TOTAL DUE FOR THIS PERIOD *(Total of Items 1 through 23 in Column 3.)* 24. ■ $ 201,738.15

DO NOT DETACH

25. TOTAL AMOUNT DUE AND PAYABLE *(Same as Item 24)* 25. ■ $ 201,738.15

County name: WALLER COUNTY

k. ■

l.

■ T Code ■ County identification no. ■ Period

32620 17460010790 263 8

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

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

sign here Joan Beaty

Title: County Treasurer

Date: 10/28/26

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

Make the amount in Item 24 payable to:
State Comptroller

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

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

Texas Home Visiting Program
Trust Fund—Voluntary Contributions

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

Month	Year
SEPTEMBER	2026

Amount of payment ..... $ 90.00

Complete this form and make the amount payable to
STATE COMPTROLLER

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

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

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

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

Texas Home Visiting Program
Trust Fund—Voluntary Contributions

401540 1W041502

City or County name	Amount of payment ..... $ 90.00			
WALLER COUNTY				
Identification number	**Month**	**Year**	**Contact**	**Phone** *(Area code and number)*
74-6001079	SEPTEMBER	2026	JOAN BEATY	(979) 826-7707

■ Tcode ■ Dep ■ Taxpayer no. ■ Amt.

90100 041 74-6001079 00000009000

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

OFFICE	DATE RECEIVED
ANIMAL CONTROL	10/6/26
AUDITOR	10/8/26
CONSTABLE PCT#1	10/5/26
CONSTABLE PCT#2	10/5/26
CONSTABLE PCT#3	10/6/26
CONSTABLE PCT#4	10/1/26
COUNTY CLERK	10/1/26
DISTRICT CLERK	10/1/26
ENVIRONMENTAL	09/03/2026, 09/10/2026, 09/17/2026, 09/24/2026
FIRE MARSHALL	10/1/26
JP#1	09/16/2026, 09/23/2026, 10/08/2026
JP#2	09/10/2026, 09/17/2026, 09/24/2026, 09/30/2026
JP#3	09/10/2026, 09/18/2026, 09/28/2026, 10/13/2026
JP#4	09/17/2026, 09/21/2026, 09/23/2026, 10/01/2026
LIBRARY - HEMPSTEAD	10/6/26
LIBRARY- BROOKSHIRE	10/6/26
RECYCLE CENTER	10/14/26
ROAD AND BRIDGE	09/03/2026, 09/10/2026, 09/17/2026, 09/24/2026
SHERIFF	10/6/26
TAX OFFICE	10/6/26

The Town of Pine Island, TX

36722 Brumlow Rd, Pine Island, TX 77445~(346)657-5955~pineislandtx@pineislandtx.gov~www.pineislandtx.gov

TOWN OF PINE ISLAND,TX
36722 Brumlow Rd
Pine Island, TX 77445
pineislandtx@pineislandtx.gov

October 19, 2026

VIA EMAIL: t.mewis@wallercounty.us

Re: Notice of Termination of Interlocal Agreement for On-Site Sewage Facilities (OSSF) between the Town of Pine Island and Waller County

Dear Judge Duhon and Waller County Commissioner's Court:

The Town of Pine Island (the "Town") writes to formally notify Waller County (the "County") that the Town is terminating the Interlocal Agreement for On-Site Sewage Facilities, entered into between the Town and the County (the "Agreement"), effective immediately.

This termination was authorized by the Town Council at its regular council meeting held on October 5, 2026, by a motion to terminate along with a unanimous vote. A copy of the authorizing action is enclosed.

Effective on the date of this letter, the Town withdraws from the Agreement, and the County's authority to administer and enforce on-site sewage facility regulations within the corporate limits of the Town under the Agreement ends. To the extent the Agreement contains provisions that survive termination, or requires the settlement of any fees, records, permits, or pending applications, the Town requests that the County provide the following within [thirty (30)] days of receipt of this letter:

1. A list of all OSSF permits, applications, inspections, and enforcement matters currently pending within the Town's corporate limits;
2. Copies of all OSSF records, files, and permit documentation associated with properties within the Town's corporate limits; and
3. An accounting of any fees still owed under the Agreement.

The Town appreciates the County's past cooperation and its service under the Agreement, and we look forward to working with the County on matters of mutual interest.

Sincerely,

Steve Nagy

Mayor, Town of Pine Island, TX

Enclosure: [Resolution/Minutes of Town Council authorizing termination]

Cc: Town of Pine Island, City Secretary: Sheri Ordner

The Town of Pine Island, TX

36722 Brumlow Rd, Pine Island, TX 77445~(346)657-5955~pineislandtx@pineislandtx.gov~www.pineislandtx.gov

Town of Pine Island Regular Council Meeting Minutes

Monday, October 5, 2026 – 7:00 P.M.

The City Council of the Town of Pine Island, TX met in Regular Session on Monday, October 5, 2026, at 7:00PM at City Hall located at 36722 Brumlow Rd for the purpose of transacting regular business of the Town. Mayor Steve Nagy, Commissioner Elton Brownshadel and Commissioner Karen Payton were in attendance along with the City Secretary, Sheri Ordner, City Manager, Brian McDougal and Robin Cross, city legal counsel (via a zoom call). Twenty-four (24) attendees present.

1. **Call Meeting to order at 7:00 pm.** ***Commissioner Brownshadel made a motion to call the meeting or order at 7:00pm. Commissioner Payton seconded the motion and the motion passed unanimously. Meeting called to order at 7:00pm.***

2. **ITEMS OF COMMUNITY INTEREST**. Pursuant to Texas Government Code Sec. 551.0415, a member of the Town Council or Town staff may make an announcement about items of community interest during a meeting of the governing body without having given notice of the subject of the announcement, including: expressions of thanks, congratulations, or condolence; or information regarding holiday schedules; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision. ***NONE***

3. **PUBLIC COMMENT**. The Town Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters raised during public comment. The Council may only provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to three (3) minutes each. ***Three citizens signed up to speak, only one spoke Shelby Williams. Jay Foucheux asked if he could speak when the agenda item came up, Mayor agreed. Blake Brunner decided he did not have a comment.***

4. **Discuss and consider action on approving Minutes and Financial Statements from September meeting(s).** ***Commissioner Brownshadel made a motion to approve the minutes and financial statements from September meetings. Commissioner Payton seconded the motion and the motion passed unanimously.***

5. **CITY SECRETARY'S REPORT** – ***City Secretary, Sheri Ordner reported that the city received a call from a gentleman owning property on the corner of Business 290 and FM359. He wanted to know whose ETJ he belongs to and if it was Pine Island, he wanted to be in Hempstead because all Pine Island was known for was crime and Mobile Homes.***

6. **CITY MANAGER'S REPORT** -***City Manager,Brian McDougal just commented that he has been working with Cody Harman on the OSSF and would explain more when the agenda item came up.***

The Town of Pine Island, TX
36722 Brumlow Rd, Pine Island, TX 77445~(346)657-5955~pineislandtx@pineislandtx.gov~www.pineislandtx.gov

7. **NEW BUSINESS**: Council will individually consider and possibly take action on any or all of the following items:

a) Discuss Fiscal Year 2026-2027 Budget needs. ***City Secretary, Sheri Ordner gave a report on the status of the City's finances, and the amount of sales tax brought in. Noting that the city has $77,702.78 in the bank and $255,455.88 in CDs. The city received $7,779.98 in Sales Tax for the month of July 2026. When evaluated against the same time period sales tax was down ($3,539.15 for the same collection month). Year to date sales tax is down $16,986.04 when compared to 2025.***

b) Discuss and consider action on CD#45062 at Huntington Bank in the amount of $40,124.47. ***City Secretary, Sheri Ordner explained what a Certificate of Deposit Account Registry Service (CDARS) was and that right now at Huntington Bank the rate for 6 months was 4.09%. Commissioner Brownshadel made a motion to reinvest CD#45062 in the amount of $40,124.47 into a CDARS. Commissioner Payton seconded the motion and the motion passed unanimously.***

c) Discuss and consider action on CD#45677 at Huntington Bank in the amount of $17,196.17. ***Commissioner Brownshadel made a motion to reinvest CD#45677 in the amount of $17,196.17 into a CDARS. Commissioner Payton seconded the motion and the motion passed unanimously.***

d) Discuss holding two(2) City Council Meetings per month; one Regular City Council meeting and one worksession. ***A discussion was held to hold two (2) City Council Meetings a month, one regular council meeting and one worksession. It was discussed having the regular city council meeting on the 1st Monday of every month at 7:00pm and a second worksession on the 3rd Monday of every month at 7:00pm. Commissioner Brownshadel made a motion to having the regular council meeting the 1st Monday at 7PM and a worksession on the 3rd Monday at 7PM. Commissioner Payton seconded the motion and the motion passed unanimously.***

e) Discuss and consider action on Resolution No. 2026-10-001, establishing the regular meeting times, dates and location for the Town Council for the year 2027. ***Commissioner Brownshadel made a motion to adopt Resolution No. 2026-10-001, establishing the regular meeting times, dates and location for the Town Council for year 2027. Commissioner Payton seconded the motion and the motion passed unanimously.***

f) Discuss the first Old Fashioned Farmers Market to be held October 10, 2026 from 9am-2pm at city hall. ***Tori Bell briefly discussed the Farmers Market, still looking for vendors. Discussed that it is not for profit for the city. Just a nice community event to showcase local vendors.***

g) Discuss and consider action on presentation by - On Site Sewage Facilities(OSSF) Representative, Cody Harmon. ***Cody Harman gave a presentation on the next steps involved with the city becoming its own Direct Representative for OSSF. Software and a tablet or laptop will need to be purchased. Cody will get pricing on what is required.***

The Town of Pine Island, TX
36722 Brumlow Rd, Pine Island, TX 77445~(346)657-5955~pineislandtx@pineislandtx.gov~www.pineislandtx.gov

h) Discuss and consider action on terminating Waller County Environmental Interlocal Agreement due to becoming own Direct Representative for On Site Sewage Facilities (OSSF). ***Commissioner Brownshadel made a motion to terminate the Waller County Environmental Interlocal Agreement since the city has become its own Direct Representative for On Site Sewage Facilities (OSSF). Commissioner Payton seconded the motion and the motion passed unanimously.***

8. **Discussion on items to be placed on future agenda for discussion and possible action.** ***NONE.***

9. **Adjournment.** ***Commissioner Brownshadel made a motion to adjourn the meeting at 7:43pm Commissioner Payton seconded the motion and the motion passed unanimously. Meeting was adjourned at 7:43pm.***

Sheri Ordner- Pine Island, TX Secretary

Elton Brownshadel-Pine Island, TX Commissioner #2

Steve Nagy- Pine Island, TX Mayor

Karen Payton-Pine Island, TX Commissioner #1

AMENDMENT TO JAIL FOOD SERVICES CONTRACT

This Amendment to a certain Jail Food Services Contract ("Amendment") is effective as of November 1, 2026 ("Effective Date"), and is by and between the County of Waller, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Trinity Services Group, Inc., a Florida corporation with its principal office at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Vendor").

WHEREAS, Vendor and County entered into a Jail Food Services Contract, effective September 21, 2021, whereby Vendor provides Jail Food Services for the County ("Contract"); and

WHEREAS, the Contract had the option to renew for three (3) additional one (1) year periods which County and Vendor subsequently exercised in 2022, 2023, and 2024; and thereafter amended the Contract in 2025 to allow for a fourth option to renew for one (1) additional one (1) year period; and

WHEREAS, the parties desire to amend the Contract to extend the term and operate on a month-to-month basis hereafter.

NOW THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Contract shall be amended as follows:

1. Month-to-Month Term Extension. The parties acknowledge that the current term of the Contract is scheduled to expire on October 31, 2026. Notwithstanding anything to the contrary in the Contract, as of the Effective Date of this Amendment, the term of the Contract is hereby extended on a month-to-month basis commencing November 1, 2026, and shall automatically renew for successive one (1) month periods on the first (1st) day of each calendar month thereafter. Either party may elect not to renew the Contract by providing the other party with written notice, delivered in accordance with Article XII (Notice) of the Contract, at least fourteen (14) days before the end of the then-current month. If timely notice is given, the Contract will terminate at the end of the then-current month. The parties may also mutually agree in writing to terminate the Contract on an earlier date.

2. Price Per Meal Scale Reaffirmed. The price per meal shall be as set forth in **Attachment A**, attached hereto and incorporated herein by reference. **Attachment A** reflects the current price per meal scale previously agreed to by the parties, which took effect on November 1, 2025. Notwithstanding the foregoing, the parties may mutually adjust price as needed during the term or any extensions thereof.

3. Effect of Amendment. Except as expressly modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect. In the event of a conflict between this Amendment and the Contract or any prior amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the Effective Date.

COUNTY OF WALLER, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

TRINITY SERVICES GROUP, INC.

By: _____

Name: James M. Perry

Title: Senior Vice President

Date: 10/16/2026

ATTACHMENT A

Waller County, TX
Inmate Population Price Per Meal Scale

Eff. November 1, 2026

From		To	Price per Meal
14	-	33	$7.421
34	-	53	$3.526
54	-	73	$2.516
74	-	93	$2.053
94	-	113	$1.786
114	-	133	$1.640
134	-	153	$1.541
154	-	173	$1.466
174	-	193	$1.409
194	-	213	$1.363
214	-	233	$1.326
234	-	253	$1.296
254	-	273	$1.269
274	-	293	$1.247
294	-	And over	$1.228

Term Contract Renewal Form
Waller County, Texas

Solicitation #: Bid 2025-02

Title: Term Contract for Pavement Markings

Contracted Vendor: Stripes & Stops

Mr. McKinley,

The referenced contract with your company expires December 31, 2026. Contract provisions allow for renewal of this contract if mutually agreeable.

If your company wishes to renew this contract through December 31, 2027 under the same terms and conditions, please complete the information below and return this form along with a Form 1295 by e-mail to j.kovar@wallercounty.us. I will then present to Waller County Commissioners Court for consideration of renewal. Please respond to this email by 5:00pm Friday, October 16, 2026.

_✓_ Yes, I agree to renewing our agreement with Waller County under the same terms and conditions.

_____ No, I do not wish to renew our agreement with Waller County.

If yes, please provide a Form 1295 along with this renewal form by replying to this email.

Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, extensions or renewals are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://prd.tecprd.ethicsefile.com/File/

On-line instructions:

Name of governmental entity is to read: Waller County
Identification number used by the governmental entity is: Bid 2025-02
Description is to read: Pavement Markings

After completing the Form 1295 from the link provided, please print the form, complete box 6, sign, and email the Form 1295 and this signed term contract renewal form to j.kovar@wallercounty.us. If your company is publicly traded you are not required to complete this form.

Steven P. McKinley — 10/13/2026

Signature of Authorized Representative — **Date**

Steven P. McKinley, President

Printed Name and Title of Authorized Representative

Term Contract Renewal Form
Waller County, Texas

Solicitation #: Bid 2025-06

Title: Term Contract for Fuel

Contracted Vendor: Petroleum Traders Corporation

Ms. Stephens,

The referenced contract with your company expires December 31, 2026. Contract provisions allow for renewal of this contract if mutually agreeable.

If your company wishes to renew this contract through December 31, 2026 under the same terms and conditions, please complete the information below and return this form along with a Form 1295 by e-mail to j.kovar@wallercounty.us. I will then present to Waller County Commissioners Court for consideration of renewal. Please respond to this email by 5:00pm Wednesday, October 14, 2026.

_X_ Yes, I agree to renewing our agreement with Waller County under the same terms and conditions.

_____ No, I do not wish to renew our agreement with Waller County.

If yes, please provide a Form 1295 along with this renewal form by replying to this email.

Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, extensions or renewals are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://prd.tecprd.ethicsefile.com/File/

On-line instructions:

Name of governmental entity is to read: Waller County
Identification number used by the governmental entity is: Bid 2025-06
Description is to read: Fuel

After completing the Form 1295 from the link provided, please print the form, complete box 6, sign, and email the Form 1295 and this signed term contract renewal form to j.kovar@wallercounty.us. If your company is publicly traded you are not required to complete this form.

Joseph Vanderpool
Signature of Authorized Representative

10/12/2026
Date

Joseph Vanderpool, Contract Sales Manager
Printed Name and Title of Authorized Representative

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

APPLICATION: IU Heritage LP, owners are requesting to be allowed to amend Restricted Reserve "A", Block 1, Second Final Replat of Pederson Road Business Park. The amendment will create 3 commercial reserves.

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

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on December 9th 2026 9:00 a.m. at the Waller County Courthouse, 836 Austin Street., Hempstead, Texas 77445.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Katy Fields Business Park

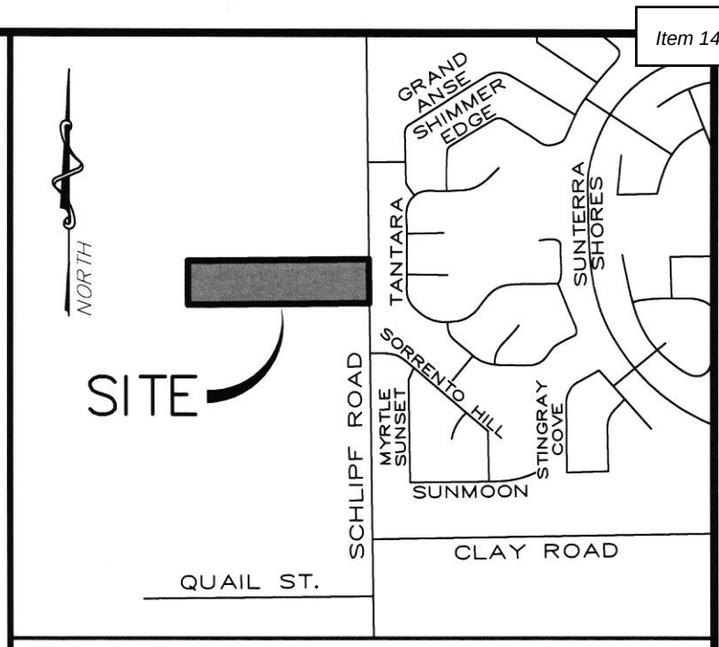
Date: October 28, 2026

Background

Final Plat of Katy Fields Business Park which consists of 10.00 acres will include 2 Blocks, and 6 Reserves in Precinct 4.

Staff Recommendation

Approve Plat



VICINITY MAP
N.T.S

KEY MAP 283Z

(TOTAL RESERVE AREA = 341,532 Sq. Ft.)

**** Proposed Industrial Office Warehouses ****

** FINAL PLAT **

KATY FIELDS BUSINESS PARK

A SUBDIVISION OF 10.000 ACRES (435,600 SQUARE FEET) OF LAND, SITUATED IN THE H. & T. C. RAILROAD COMPANY SURVEY, SECTION 112, BLOCK 1, (a.k.a. FRED EULE SURVEY) ABSTRACT NO. 373, WALLER COUNTY, TEXAS.

2 BLOCKS **6 RESERVES**

OWNER/DEVELOPER:
4343 SCHLIPF LLC
1000 N. POST OAK ROAD, SUITE 220
HOUSTON, TEXAS 77055
713-480-9321

SURVEYOR:
THE PINNELL GROUP, LLC
25207 OAKHURST DRIVE
SPRING, TEXAS 77386
281-363-8700
FIRM REG. #10039600

 DATE: OCTOBER, 2026 *SCALE: 1" = 60'* *PROJECT NO. 25-209*

GENERAL NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON BASED ON THE TEXAS COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE NO. 4204. DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE FOLLOWING COMBINED SCALE FACTOR: 0.999897659.

2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE 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 OSSF'S FOR SEWAGE DISPOSAL SHALL SUBMIT PLANNING MATERIALS FOR THESE DEVELOPMENTS TO THE PERMITTING AUTHORITY AND RECEIVE APPROVAL PRIOR TO SUBMITTING AN OSSF APPLICATION.

3. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM.

4. ALL PIPELINE EASEMENTS OF RECORD WITHIN THE BOUNDARIES OF THIS PLAT ARE SHOWN HEREON.

5. BY GRAPHIC PLOTTING ONLY, THIS TRACT OF LAND LIES IN ZONE X (UNSHADED) "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48473C0350 E; SAID MAP REVISED: FEBRUARY 18, 2009.

6. RIGHT-OF-WAY EASEMENTS FOR WIDENING STREETS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL 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.

7. THIS TRACT OF LAND IS SUBJECT TO A PIPELINE EASEMENT GRANTED TO HUMBLE PIPE LINE COMPANY (UNKNOWN WIDTH AND LOCATION) AS DESCRIBED IN VOLUME 87, PAGE. 419, OF THE W.C.D.R.

8. THIS TRACT OF LAND IS SUBJECT TO THAT CERTAIN BLANKET EASEMENT GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, AS DESCRIBED IN THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. 1102479 OF THE W.C.O.P.R.

LEGEND:

I.R.	–	IRON ROD
I.P.	–	IRON PIPE
B.L.	–	BUILDING LINE
FND.	–	FOUND
T.B.M.	–	TEMPORARY BENCHMARK
P.O.C.	–	POINT OF COMMENCING
P.O.B.	–	POINT OF BEGINNING
R.O.W.	–	RIGHT-OF-WAY
F.E.M.A.	–	FEDERAL EMERGENCY MANAGEMENT AGENCY
W.C.D.R.	–	WALLER COUNTY DEED RECORDS
W.C.O.P.R.	–	WALLER COUNTY OFFICIAL PUBLIC RECORDS

LINE TABLE

NO.	BEARING	DIST.
L1	N 43°01'41" E	28.23'
L2	S 46°58'19" E	28.34'
L3	S 02°04'37" E	325.00'

TEMPORARY BENCHMARK:

T.B.M. – RAILROAD SPIKE IN POWER POLE LOCATED ON EAST SIDE OF SCHLIPF ROAD, NEAR NORTHEAST CORNER OF PROPERTY, AS SHOWN HEREON. ELEVATION = 166.28 FEET.

BENCHMARK:

BENCHMARK: ELEVATION CONTOURS SHOWN HEREON BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE BENCHMARK NO. 190100, BEING AN ALUMINUM ROD LOCATED ON SOUTH SIDE OF CLAY ROAD, WEST OF CANE ISLAND CREEK, ELEVATION 153.42 FEET, N.A.V.D. 1988, 2001 ADJUSTMENT.

FINAL PLAT
KATY FIELDS BUSINESS PARK

This is to certify that I, Daniel N. Pinnell, 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 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) flood plain, as delineated on Waller County Community Panel No. 48473C0350E, dated 2/18/2009.

Daniel N. Pinnell 10-01-2026

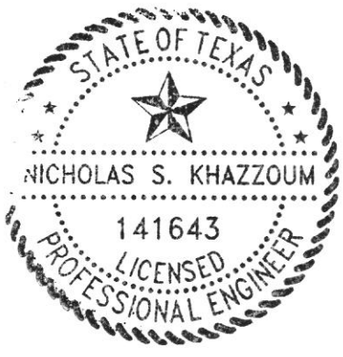
Daniel N. Pinnell
Registered Professional Land Surveyor
Texas Registration No. 5349



I, Nicholas S. Khazzoum, a Registered Professional Engineer of the State of Texas, do hereby certify that all engineering for streets and drainage within the subdivision is in compliance with these Regulations (including the Engineering Design Standards incorporated as Appendix A) and with all generally accepted engineering standards.

10.2.26

Nicholas S. Khazzoum
Registered Professional Engineer
Texas Registration No. 141643



FINAL PLAT
KATY FIELDS BUSINESS PARK

STATE OF TEXAS

COUNTY OF HARRIS

We, Central Bank, its successors and assigns, owner and holder of a lien against the property described in the plat known as KATY FIELDS BUSINESS PARK, said lien being evidenced by instrument of record in the Clerk's File No. 2610506 of the Official Public Records 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 we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By: _____

Jeff Welch
SVP

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Welch, SVP Lending 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 6 day of October, 2026.

JOSE RENE PINEDA JR
Notary Public, State of Texas
Comm. Expires 07-10-2028
Notary ID 126578372

_____
Notary Public in and for the State of Texas

My Commission Expires: July 10, 2028

FINAL PLAT
KATY FIELDS BUSINESS PARK

STATE OF TEXAS

COUNTY OF WALLER

We, 4343 SCHLIPF LLC, acting by and through David Gross, Member, owners of the property subdivided in the above map of KATY FIELDS BUSINESS PARK, make subdivision of the property according to the lines, streets, lots, alleys, parks, building lines and easements as shown, and dedicate to the public use, the streets (except those streets designated as private streets, or permanent access easements), 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 purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility 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 the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, 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 dip-style driveways are encouraged where appropriate.

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

5. The property subdivided herein is further restricted in its use as specified in the subdivision restrictions as

filed separately for record at Volume _____ Page _____ of the Deed Records of Waller County, Texas. A copy of said restriction will be furnished by the aforesaid 4343 SCHLIPF 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.

N TESTIMONY, HERETO, the 4343 SCHLIPF LLC, has caused these presents to be signed by David Gross, Member, thereunto authorized, this 2 day of October, 2026.

4343 SCHLIPF LLC

By: _____
David Gross, Member

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared David Gross known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the corporation, for the purposes and considerations expressed, and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

2 day of October, 2026.

KATHRINA E PEARSON
Notary Public, State of Texas
Comm. Expires 02-14-2030
Notary ID 129709742

_____
Notary Public in and for the State of Texas

My Commission Expires: February 14, 30

FINAL PLAT
KATY FIELDS BUSINESS PARK

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 _____ 2026, A.D. at _____ o'clock __M,

in File No. _____, of the Official Public Records of Waller County for said County.

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

Debbie Hollan

_____
Clerk of the County Court
Waller County, Texas

By: _____
Deputy

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2026.49

APPROVED BY THE BOARD OF SUPERVISORS ON 07.13.2026
Date

_____
President

_____
Secretary

_____
District Engineer

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

FINAL PLAT
KATY FIELDS BUSINESS PARK

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

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

_____ Date

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

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 2026 A.D.

_____
Carbett "Trey" 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

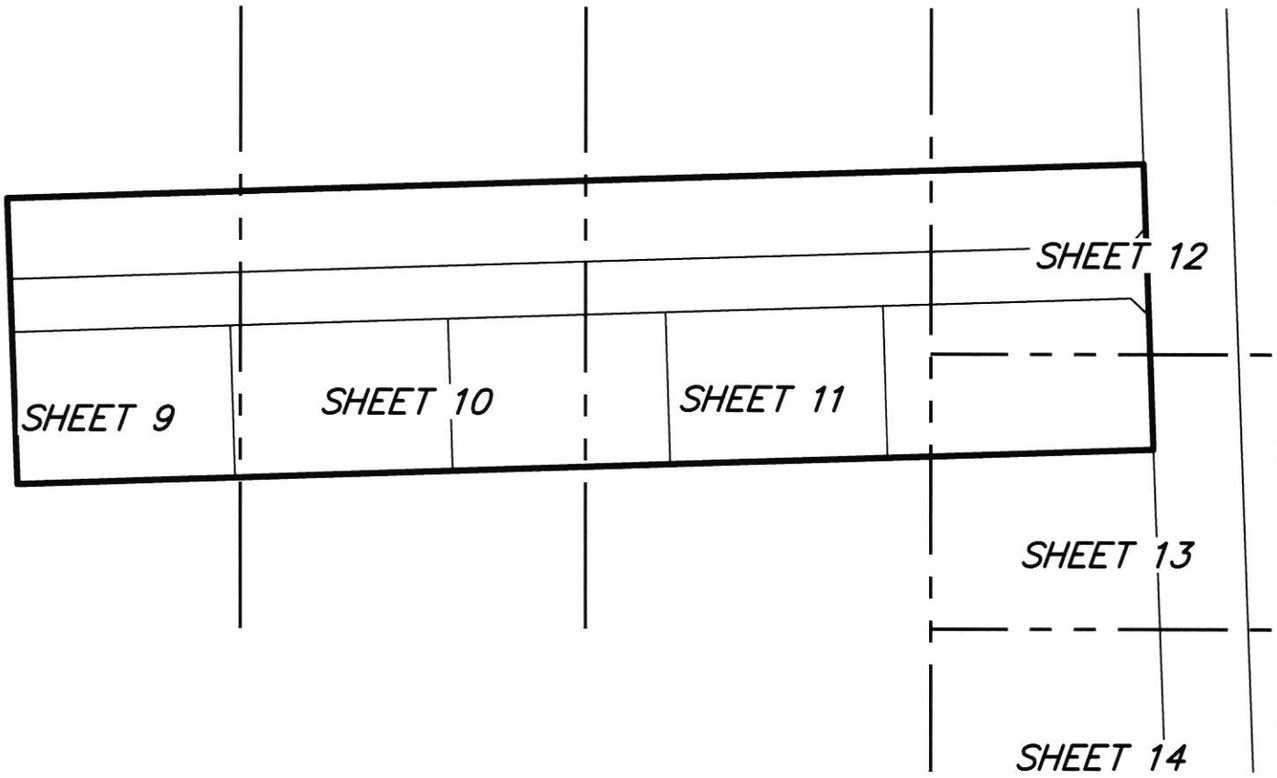
NOTE: ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS,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

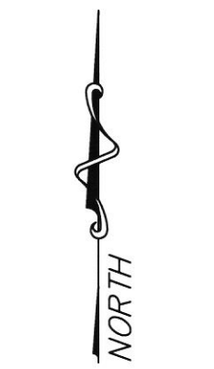
PRIVATELY MAINTAINED PAVED STREETS:

4343 SCHLIPF 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 4343 SCHLIPF LLC, 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. 4343 SCHLIPF LLC, and all future owners of property within this subdivision shall look solely to 4343 SCHLIPF LLC, for future maintenance and repair of the roads and streets shown on this Subdivision.

FINAL PLAT
KATY FIELDS BUSINESS PARK

SHEET INDEX

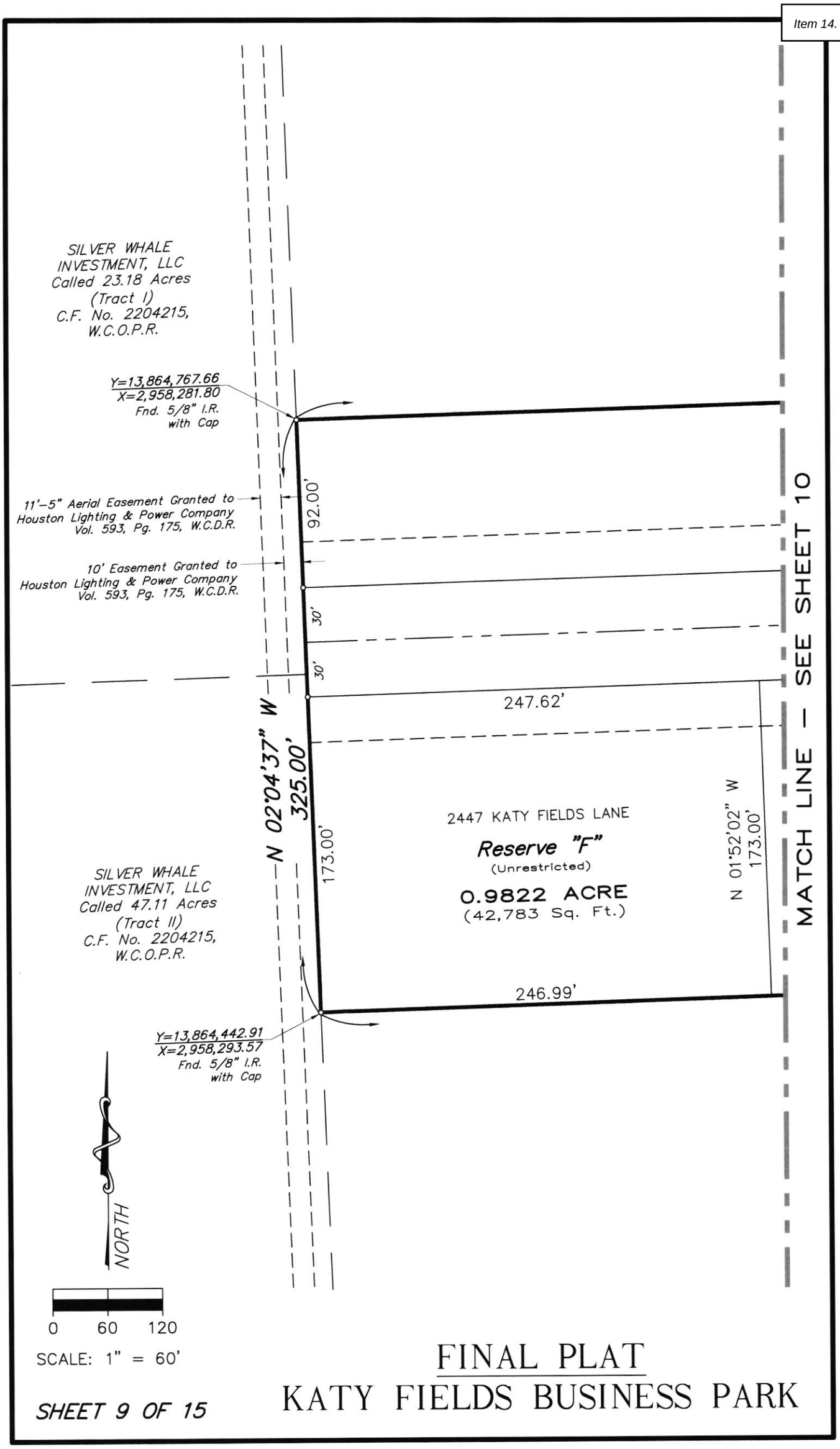




0 200 400

SCALE: 1" = 200'

FINAL PLAT
KATY FIELDS BUSINESS PARK



FINAL PLAT
KATY FIELDS BUSINESS PARK

SHEET 9 OF 15

ALFREDO MARTINEZ
Called 10.0000 Acres
(Tract 1)
C.F. No. 2304989, W.C.O.P.R.

N 88°07'58" E – 1,340.32'

1,290.32'

25' Building Line

KATY FIELDS LANE

(60' Private Street)

246.99'

246.99'

MATCH LINE – SEE SHEET 9

MATCH LINE – SEE SHEET 11

Block 2

2437 KATY FIELDS LANE
Reserve "E"
(Unrestricted)
0.9809 ACRE
(42,729 Sq. Ft.)

N 01°52'02" W
173.00'

2427 KATY FIELDS LANE
Reserve "D"
(Unrestricted)
0.9809 ACRE
(42,729 Sq. Ft.)

246.99'

246.99'

S 88°07'58" W – 1,340.32'

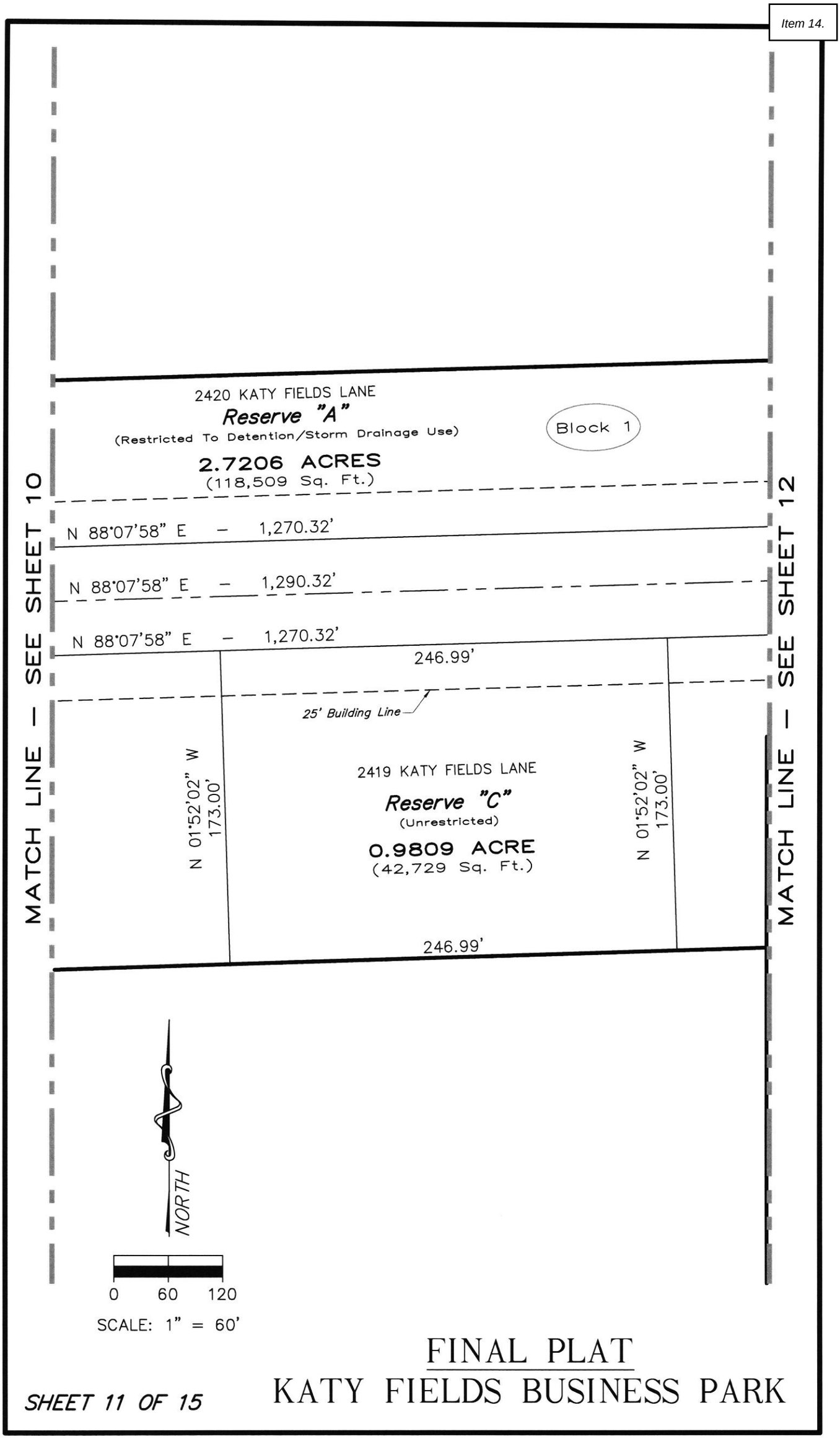
NORTH

0 60 120

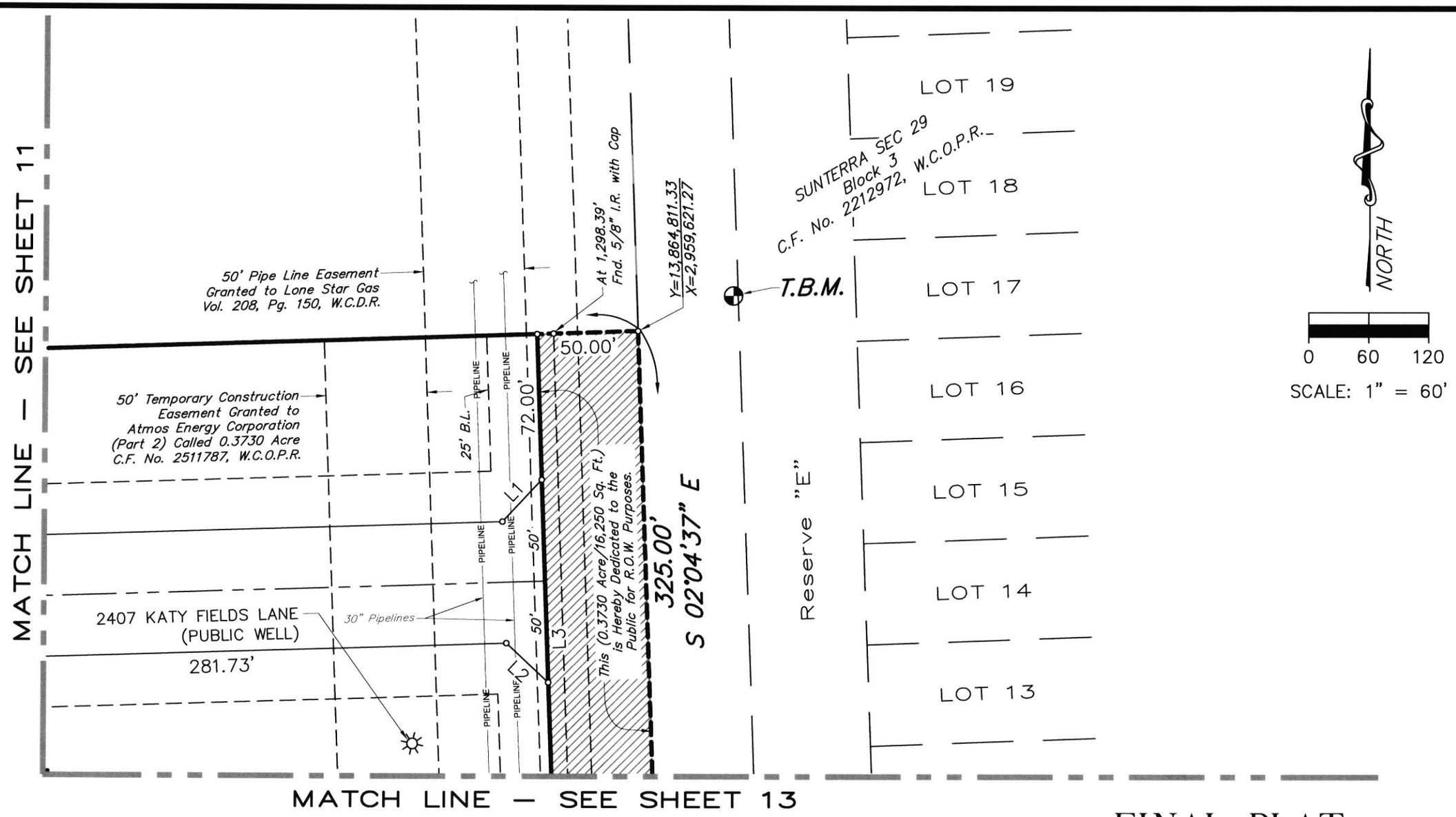
SCALE: 1" = 60'

VIDMANTAS J. KURELATIS and wife,
LYNN J. KURELATIS
Called 10.00 Acres
Vol. 570, Pg. 496, W.C.D.R.

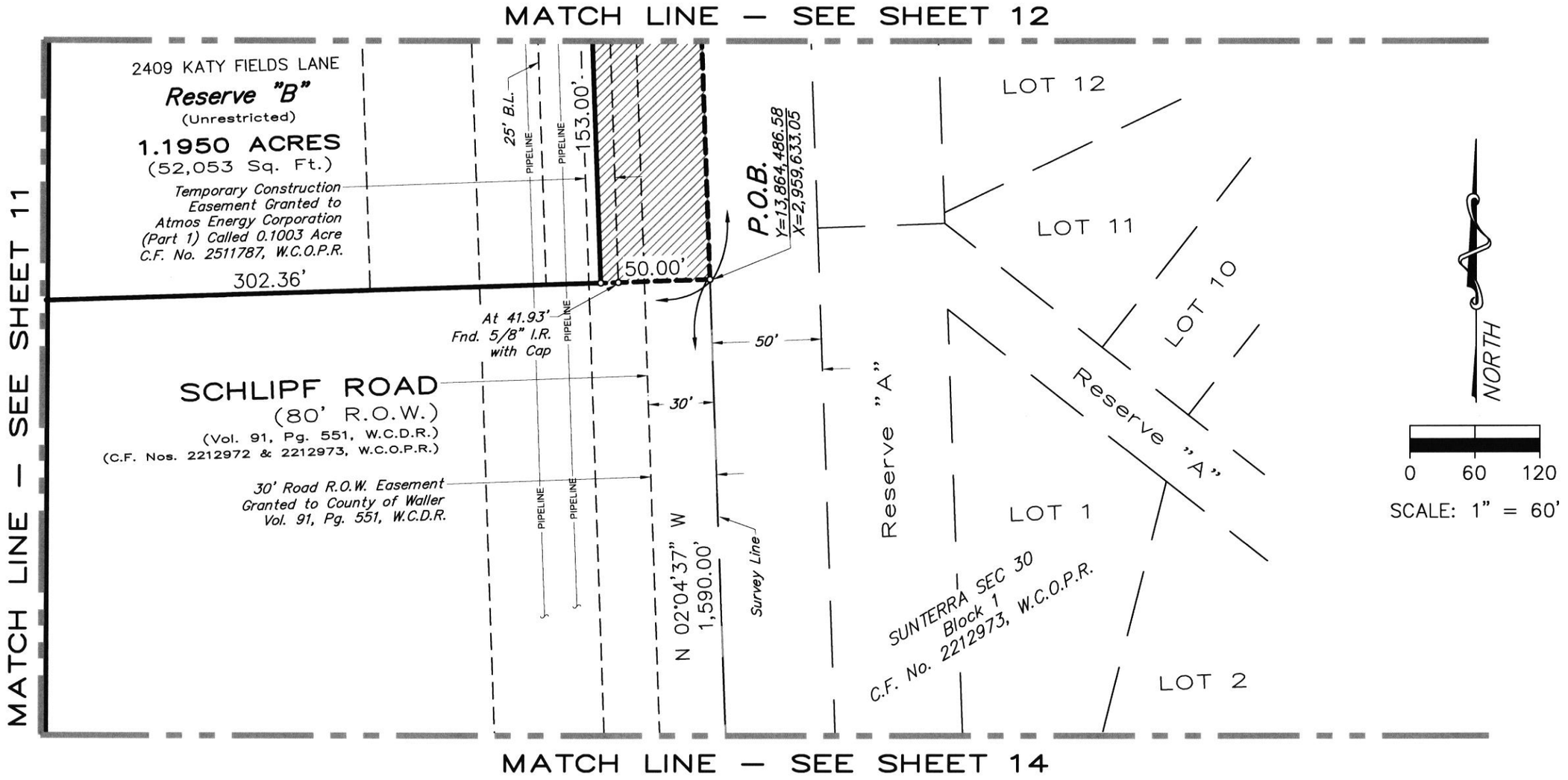
FINAL PLAT
KATY FIELDS BUSINESS PARK



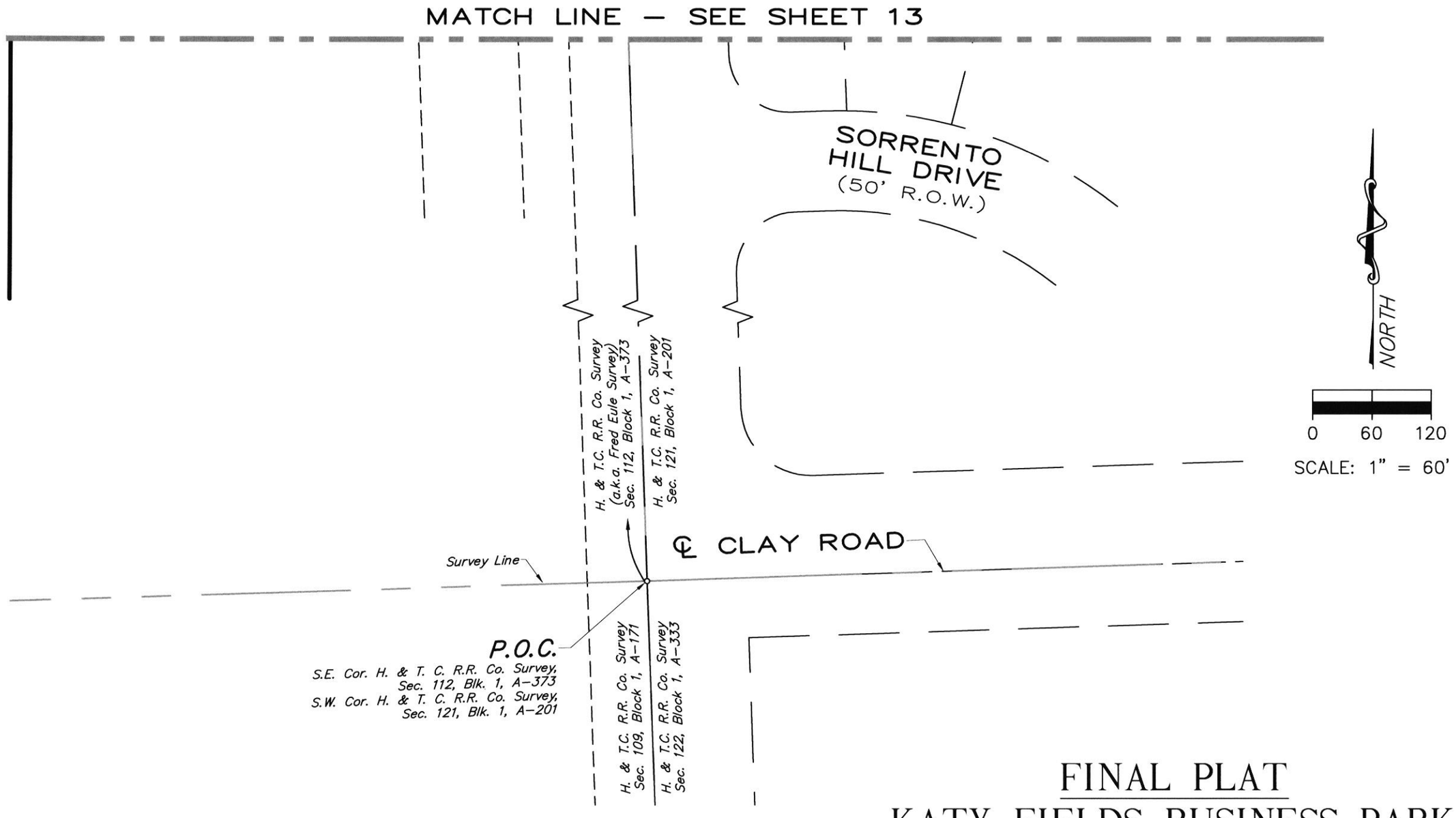
FINAL PLAT
KATY FIELDS BUSINESS PARK



FINAL PLAT
KATY FIELDS BUSINESS PARK



FINAL PLAT
KATY FIELDS BUSINESS PARK



FINAL PLAT
KATY FIELDS BUSINESS PARK

LEGAL DESCRIPTION:

All that certain 10.000 acres of land situated in the H. & T.C. Railroad Company Survey, Section 112, Block 1 (a.k.a. Fred Eule Survey), Abstract No. 373, Waller County, Texas, being that same called 10.00 acres of land conveyed to Aaron Stephens, as Trustee of the Harris Rosa Trust, dated May 18, 2023, as described in the deed recorded in Instrument No. 2306220 of the Waller County Official Public Records (W.C.O.P.R.), and being more particularly described by metes and bounds as follows:

COMMENCING at a point in asphalt pavement located at the intersection of Schlipf Road (right-of-way width varies) and Clay Road (right-of-way width varies; 80 feet wide at this point), said point being the southeast corner of said H. & T.C. Railroad Company Survey, Section 112, Block 1, Abstract No. 373, and being the southwest corner of the H. & T.C. Railroad Company Survey, Section 121, Block 1, Abstract No. 201, and the northwest corner of the H. & T.C. Railroad Company Survey, Section 122, Block 1, Abstract No. 333, and the northeast corner of the H. & T.C. Railroad Company Survey, Section 109, Block 1, Abstract No. 171, all in Waller County, Texas;

THENCE North 02 deg. 04 min. 37 sec. West, along said asphalt pavement of Schlipf Road (80 feet wide right-of-way along this line according to the deed recorded in Volume 91, Page 551 of the Waller County Deed Records (W.C.D.R.) and according to the plats recorded in Instrument Nos. 2212972 & 2212973, both of the W.C.O.P.R.), with the east line of the H. & T.C. Railroad Company Survey, Section 112, Block 1, Abstract No. 373 and the west line of said H. & T.C. Railroad Company Survey, Section 121, Block 1, Abstract No. 201, a distance of 1,590.00 feet to a point at the southeast corner and POINT OF BEGINNING of the herein described tract of land, same being the northeast corner of a called 10.00 acres of land conveyed to Vidmantas J. Kurelatis and wife, Lynn J. Kurelatis, as described in the deed recorded in Volume 570, Page 496 of the Waller County Deed Records;

THENCE South 88 deg. 07 min. 58 sec. West, along and with the north line of said Kurelatis 10.00 acres, over and across Schlipf Road, at a distance of 30.00 feet pass the west right-of-way line of Schlipf Road as described in said deed recorded in Volume 91, Page 551, W.C.D.R., at a distance of 41.93 feet pass a 5/8 inch iron rod with cap found on line for reference, continuing along the north line of the Kurelatis 10.00 acres, with a 4' hogwire fence, in all a total distance of 1,340.32 feet to a 5/8 inch iron rod with cap found at the southwest corner of the herein described tract of land, same being the northwest corner of the Kurelatis 10.00 acres and being situated in the upper east line of a called 47.11 acres of land (Tract II) conveyed to Silver Whale Investments, LLC, as described in the deed recorded in Instrument No. 2204215 of the W.C.O.P.R.;

THENCE North 02 deg. 04 min. 37 sec. West, along said upper east line of the 47.11 acres and along the lower east line of a called 23.18 acres of land (Tract I) conveyed to Silver Whale Investments, LLC, as described in said deed recorded in Instrument No. 2204215 of the W.C.O.P.R., a distance of 325.00 feet to a 5/8 inch iron rod with cap found at the northwest corner of the herein described tract of land, same being the southwest corner of a called 10.0000 acres of land (Tract 1) conveyed to Alfredo Martinez, as described in the deed recorded in Instrument No. 2304989 of the W.C.O.P.R.;

THENCE North 88 deg. 07 min. 58 sec. East, along the south line of said Martinez 10.0000 acres, with a 4' hogwire fence, at a distance of 1,298.39 feet pass a 5/8 inch iron rod with cap found on line for reference, at a distance of 1,310.32 feet pass the west right-of-way line of Schlipf Road, continuing in all a total distance of 1,340.32 feet to a point in Schlipf Road at the northeast corner of the herein described tract of land, same being the southeast corner of the Martinez 10.0000 acres;

THENCE South 02 deg. 04 min. 37 sec. East, along the asphalt paving of Schlipf Road, with the east line of the H. & T.C. Railroad Company Survey, Section 112, Block 1, Abstract No. 373 and the west line of said H. & T.C. Railroad Company Survey, Section 121, Block 1, Abstract No. 201, a distance of 325.00 feet to the POINT OF BEGINNING and containing within these metes and bounds 10.000 acres (435,600 square feet) of land.

FINAL PLAT
KATY FIELDS BUSINESS PARK

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval- Lakes of Cane Island Section 9

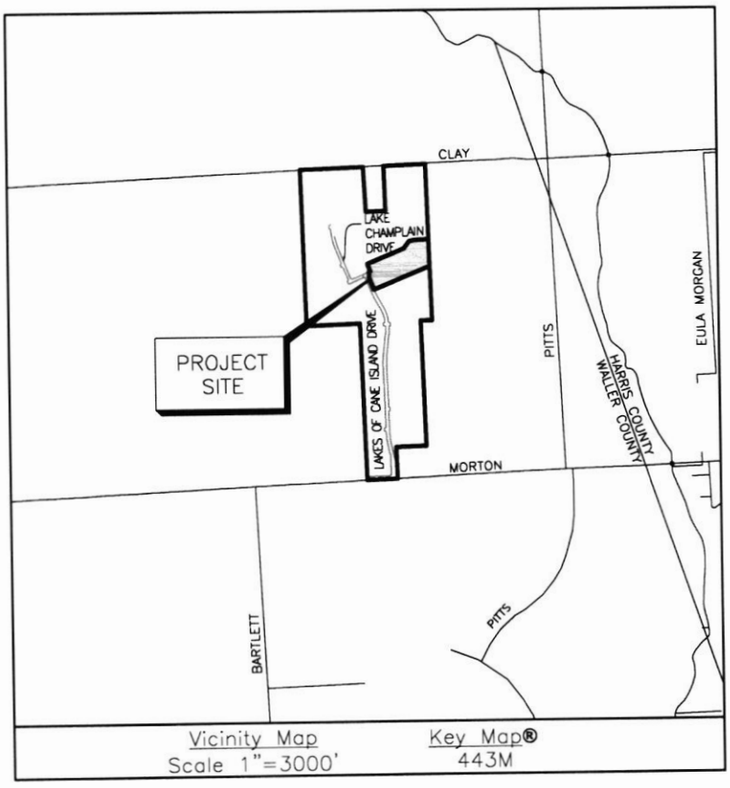
Date: October 14, 2026

Background

Final Plat of Lakes of Cane Island Section 9 which consists of 11.42 acres will include 24 Lots, 1 Block and 3 Reserves in Precinct 4.

Staff Recommendation

Approve Plat and accept Construction Bond



FINAL PLAT OF LAKES OF CANE ISLAND SECTION 9

BEING A SUBDIVISION OF 11.42 ACRES OF LAND
LOCATED IN THE H. & T. C. R.R. CO. SURVEY
SECTION 127, ABSTRACT NO. 205
WALLER COUNTY, TEXAS.

24 LOTS 1 BLOCK 3 RESERVES

OWNER / DEVELOPER

PHHOU - CANE ISLAND 178, LLC,
A TEXAS LIMITED LIABILITY COMPANY
3200 SOUTHWEST FREEWAY, STE. 2800
HOUSTON, TEXAS 77027
800-247-3779

SEPTEMBER, 2026

SEPTEMBER, 2026 JOB NO. 231-068-09 SHEET 1 OF 17	OWNER: PHHOU - CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300

STATE OF TEXAS)

COUNTY OF WALLER)

We, PHHOU – Cane Island 178, LLC, a Texas limited liability company acting by and through Lee Jones, Senior Vice President of Land of PH Land Holdings, LLC, a Texas Limited Liability Company, Sole Member of PHHOU – Cane Island 178, LLC, a Texas Liability Company, owner (or owners) of the property subdivided in the above map of LAKES OF CANE ISLAND SECTION 9, 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. There are no known underground pipelines within the confines of this subdivision except as shown on the above plat.

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

WITNESS our hand in Waller County, Texas, this 17, day of September 2026.

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

By: PH Land Holdings, LLC,
a Texas limited liability company, Sole Member

BY: _____
Lee Jones
Senior Vice President of Land

JODY WHITLOCK
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #135560044
Expires June 1, 2030

STATE OF TEXAS)

COUNTY OF Harris)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of September, 2026.

_____
Notary Public in and for the State of Texas
My Commission expires: June 1, 2030

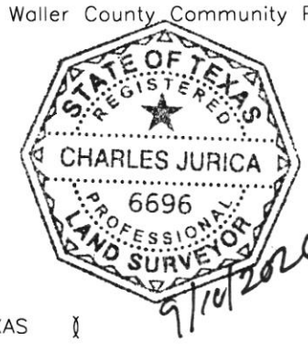
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
platting@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

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

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

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel No. 48473C0375E, dated February 18, 2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel No. 48473C0375E, dated February 18, 2009.



Charles Jurica, Registered Professional Land Surveyor
Texas Registration No. 6696

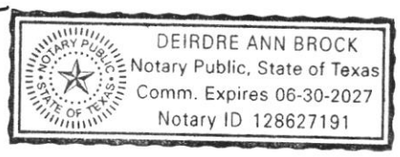
STATE OF TEXAS)(

COUNTY OF Harris)(

BEFORE ME, the undersigned authority, on this day personally appeared Charles Jurica, 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 10th day of September, 2026.

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



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



Elaine C. Stremlau, P.E. Licensed Professional Engineer
Texas License No. 149603

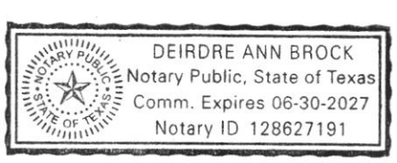
STATE OF TEXAS)(

COUNTY OF HARRIS)(

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of September, 2026

Deirdre Ann Brock
Notary Public in and for Waller County, Texas
My Commission expires: 6/30/2027



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 _____, 2026, 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

APPROVED by Commissioners Court of Waller County, Texas, this _____ day of _____, 2026 A.D.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2026-15

APPROVED BY THE BOARD OF SUPERVISORS ON _____
DATE

_____
PRESIDENT

_____
SECRETARY

_____
DISTRICT ENGINEER

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

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

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

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

_____
Date

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

OWNER'S RESPONSIBILITIES:

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

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

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

(4) Structures built on lots in the designated Floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) 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 PHHOU – Cane Island 178, LLC, a Texas 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.

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

METES AND BOUNDS DESCRIPTION
LAKES OF CANE ISLAND SECTION 9
BEING 11.42 ACRES
LOCATED IN THE H. & T. C. R.R. COMPANY SURVEY,
SECTION NO. 127, ABSTRACT NO. 205
WALLER COUNTY, TEXAS

DESCRIPTION OF A 11.42 ACRE TRACT OF LAND LOCATED IN THE H. & T. C. R.R. COMPANY SURVEY, SECTION NO. 127, ABSTRACT NO. 205, WALLER COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CALLED 178.71 ACRES CONVEYED TO PHHOU–CANE ISLAND 178, LLC IN THE DEED RECORDED UNDER FILE NUMBER (FILE NO.) 2401492 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.), SAID 11.42 ACRE TRACT 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):

COMMENCING at 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" found for the northeast corner of said 178.71 acre tract and the northwest corner of that certain tract of land called 54.863 acres conveyed to Luxury Customs Homes, LLC as described in the deed recorded under File No. 2212790–W.C.D.R., in the south right–of–way line of Clay Road (80 feet wide based on a width of 30 feet on the south recorded under Volume 106, Page 492–W.C.D.R. and 50 feet on the north dedicated by the plats recorded under File No. 2108105, 2108107 and 2108763–W.C.D.R.);

THENCE, South 01°53'23" East, along the east line of said 178.71 acre tract. common to the west line of said 54.863 acre tract, passing 1–inch iron pipe for and found for reference at 22.73 feet,
continuing along said common line for a total distance of 1,270.64 feet to the northeast corner and POINT OF BEGINNING of the herein described tract;

(1) THENCE, South 01°53'23" East, continuing along said common line for a distance of 455.22 feet, to the southeast corner of the herein described tract, common to the northwest corner of August Lakes Section 1, a subdivision as per plat recorded under File No. 201502916–W.C.D.R., from which a 1/2–inch capped iron pipe stamped "Kalkomey" called for and found marking the southwesterly corner of said August Lakes Section 1, in the north line of the Lakes of Katy, a subdivision as per plat recorded in Volume 823, Page 575––W.C.D.R., bears South 01°53'23" East–910.63';

(2) THENCE, South 67°56'14" West, for a distance of 972.71 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(3) THENCE, South 67°29'26" West, for a distance of 49.47 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the southwest corner of the herein described tract;

(4) THENCE, North 22°01'05" West, for a distance of 229.81 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for the beginning of a tangent curve;

(5) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 22°58'55" East, for a distance of 35.36 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713– 784–4500" set for corner;

(6) THENCE, North 22°01'05" West, for a distance of 50.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(7) THENCE, North 67°58'55" East, for a distance of 36.43 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(8) THENCE, North 22°01'05" West, for a distance of 140.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(9) THENCE, North 67°58'55" East, for a distance of 670.00 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(10) THENCE, North 37°24'41" East, for a distance of 154.24 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(11) THENCE, North 75°41'31" East, for a distance of 90.15 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

(12) THENCE, North 88°06'37" East, for a distance of 239.92 feet to the POINT OF BEGINNING and containing 11.42 Acres of land.

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BENCHMARK:

BENCHMARK FOR THIS PROJECT IS FLOODPLAIN REFERENCE MARK NUMBER 190095 WHICH IS A BRASS DISK STAMPED 190095 ON BRIDGE AT MORTON ROAD AND UPPER BUFFALO BAYOU LOCATED ON DOWNSTREAM SIDE OF ROAD, ON SOUTHWEST CORNER OF BRIDGE IN KEYMAP 444P IN THE BARKER WATERSHED NEAR STREAM T100-00-00 ELEV. 150.69 FEET NAVD 1988, 2001 ADJUSTED.

TEMPORARY BENCHMARK:

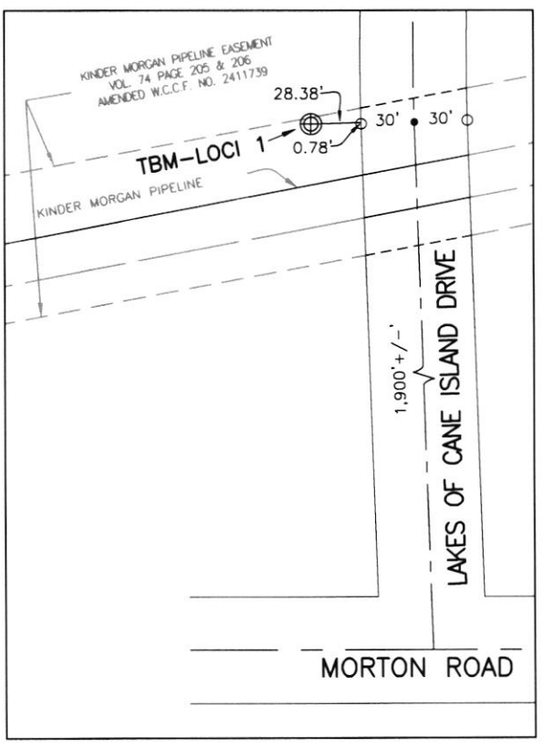
TEMPORARY BENCHMARK FOR THIS PLAT IS A BRASS DISK STAMPED "LOCI 1" SET IN CONCRETE.

HAVING COORDINATES OF:

X: 2,967,021.02
Y:13,859,781.28

TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (#4204)

ELEV.= 156.70 FEET
NAVD 1988, 2001 ADJUSTED.



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GENERAL NOTES

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

2. A– indicates Abstract
AC. indicated Acres
B.L. indicates Building Line
EAE indicates Emergency Access Easement
FND. indicates Found
G.B.L. indicates Garage Building Line
H.L.&P. indicates Houston Lighting and Power
NTS indicates Not to Scale
PG. indicates Page
P.O.B. indicates Point of Beginning
P.O.C. indicates Point of Commencing
P.U.E. indicates Public Utility Easement
RES. indicates Reserve
R.O.W. indicates Right–Of–Way
SEC indicates Section
SQ.FT. indicates Square Feet
S.S.E. indicates Sanitary Sewer Easement
STM S.E. indicates Storm Sewer Easement
U.E. indicates Utility Easement
VOL. indicates Volume
W.C.C.F. NO. indicates Waller County Clerk's File Number
W.C.D.R. indicates Waller County Deed Records
W.C.M.R. indicates Waller County Map Records
W.L.E. indicates Water Line Easement
(F) indicates Found 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500"
indiactes street name change

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Waller County, Texas, Community Panel No 48473C0375E the subject property shown hereon lies within Unshaded "Zone X" (areas determined to be outside the 0.2% annual chance flood).

   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. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. All corners of the subject tract are marked with 5/8" capped iron rods stamped "E.H.R.A. 713–784–4500", unless otherwise noted.

5. All Easements extend equidistant from either side of the property and lot lines unless otherwise noted.

6. The property subdivided in the foregoing plat lies in Waller County MUD No. 58, Waller County, Katy Independent School District, and Brookshire–Katy Drainage District.

7. A subdivision variance has been approved to allow a minimum right–of–way width of a collector street from 80 feet to 60 feet by Waller County Commissioners Court on September 28, 2022.

8. A subdivision variance has been approved to allow a minimum lot width of 40 feet and a minimum lot area of 5,000 square feet by Waller County Commissioners Court on September 28, 2022.

9. A subdivision variance has been approved to allow cul–de–sacs to have a right–of–way radius of 60 feet and a pavement radius of 50 feet by Waller County Commissioners Court on September 28, 2022.

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TBPELS No. 10092300

GENERAL NOTES

10. A subdivision variance has been approved to allow local streets to have a right-of way width of 50 feet by Waller County Commissioners Court on September 28, 2022.

11. A subdivision variance has been approved to allow a minimum centerline radius for local roads of 300 feet with a minimum tangent of 50 feet between reverse curves by Waller County Commissioners Court on September 28, 2022.

12. A subdivision variance has been approved to allow a minimum centerline radius for a collector street of 650 feet with a minimum tangent of 150 feet between reverse curves by Waller County Commissioners Court on August 16, 2023

13. The proposed land uses for the Lakes of Cane Island Section 9 shall consist of residential, landscape, open space, and right-of-way.

14. A subdivision variance has been approved to allow 25' Garage Building Lines and 20' Front Building lines along cul-de-sacs and knuckles by Waller County Commissioners Court on September 17, 2025.

15. According to City Planning Letter Issued by Executive Title Company dated August 20, 2026, this tract is subject to a
30' Monument Pipeline, L.P. Pipeline Easement as recorded in Vol. 1041, Pg 475 W.C.D.R. & Vol. 1022, Pg. 271,279 W.C.D.R.;
30' Wide Houston Pipeline Easement as recorded in Vol. 433, Pg. 684 W.C.D.R. & Vol. 451, Pg. 159 W.C.D.R.;
50' Humble Oil & Refining Company Pipeline Easement as recorded in Vol. 200, Pg. 112 W.C:D.R., Vol. 200, Pg. 114 W.C.D.R., Vol. 200, Pg. 116 W.C.D.R. and Amended under W.C.C.F. No. 2406663;
50' United Texas Transmission Company Pipeline Easement as recorded in Vol. 326, Pg. 751 W.C.D.R., as Amended under W.C.C.F. No. 2406675 and Vol. 324, Pg. 732 W.C.D.R. as amended under W.C.C.F. No. 2406675

RESERVE TABLE

RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	LANDSCAPE, OPEN SPACE, DRAINAGE & UTILITY PURPOSES	3,500	0.0803
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,235	0.0743
C	LANDSCAPE, OPEN SPACE, DRAINAGE & UTILITY PURPOSES	130,173	2.9884
TOTAL		136,908	3.143

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 67°29'26" W	49.47'
L2	N 22°01'05" W	50.00'
L3	N 67°58'55" E	36.43'
L4	N 22°01'05" W	140.00'
L5	N 75°41'31" E	90.15'
L6	N 57°54'33" E	87.91'
L7	S 67°58'55" W	55.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°00'00"	39.27'	N 22°58'55" E	35.36'
C2	300.00'	10°04'22"	52.74'	N 62°56'44" E	52.67'
C3	275.00'	10°04'22"	48.35'	N 62°56'44" E	48.28'
C4	25.00'	53°58'05"	23.55'	N 30°55'30" E	22.69'
C5	60.00'	287°56'10"	301.54'	S 32°05'27" E	70.59'
C6	25.00'	53°58'05"	23.55'	S 84°53'35" W	22.69'
C7	325.00'	10°04'22"	57.14'	S 62°56'44" W	57.06'

PARKLAND TABLE	
PLAT	ACREAGE
LAKES OF CANE ISLAND WALLER COUNTY M.U.D. NO. 58 LIFT STATION NO. 1	0.00 AC.
LAKES OF CANE ISLAND DRIVE STREET DEDICATION	0.00 AC.
LAKES OF CANE ISLAND DETENTION RESERVE 'A'	3.27 AC.
LAKES OF CANE ISLAND DETENTION RESERVE 'B'	1.90 AC.
LAKES OF CANE ISLAND DETENTION RESERVES 'C' & 'D'	3.87 AC.
LAKES OF CANE ISLAND DETENTION RESERVE 'E'	2.03 AC.
LAKES OF CANE ISLAND DETENTION RESERVE 'F'	6.60 AC.
LAKES OF CANE ISLAND SECTION 1	0.42 AC.
LAKES OF CANE ISLAND SECTION 2	0.00 AC.
LAKES OF CANE ISLAND SECTION 3	0.68 AC.
LAKES OF CANE ISLAND SECTION 4	0.72 AC.
LAKES OF CANE ISLAND REC CENTER	3.14 AC.
LAKES OF CANE ISLAND SECTION 5	0.71 AC.
LAKES OF CANE ISLAND SECTION 6	0.05 AC.
LAKES OF CANE ISLAND SECTION 7	3.97 AC.
LAKES OF CANE ISLAND SECTION 9	0.00 AC.
TOTAL	27.36 AC.

REQUIRED PARKLAND:
10.56 ACRES PER 54 LOTS @ 570 LOTS
1.) 50% MINIMUM (5.28 ACRES) SHALL BE POCKET/COMMUNITY PARK
2.) REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE (LANDSCAPE BUFFERS, OPEN SPACE, 50% OF AMENITIZED DETENTION AREAS)

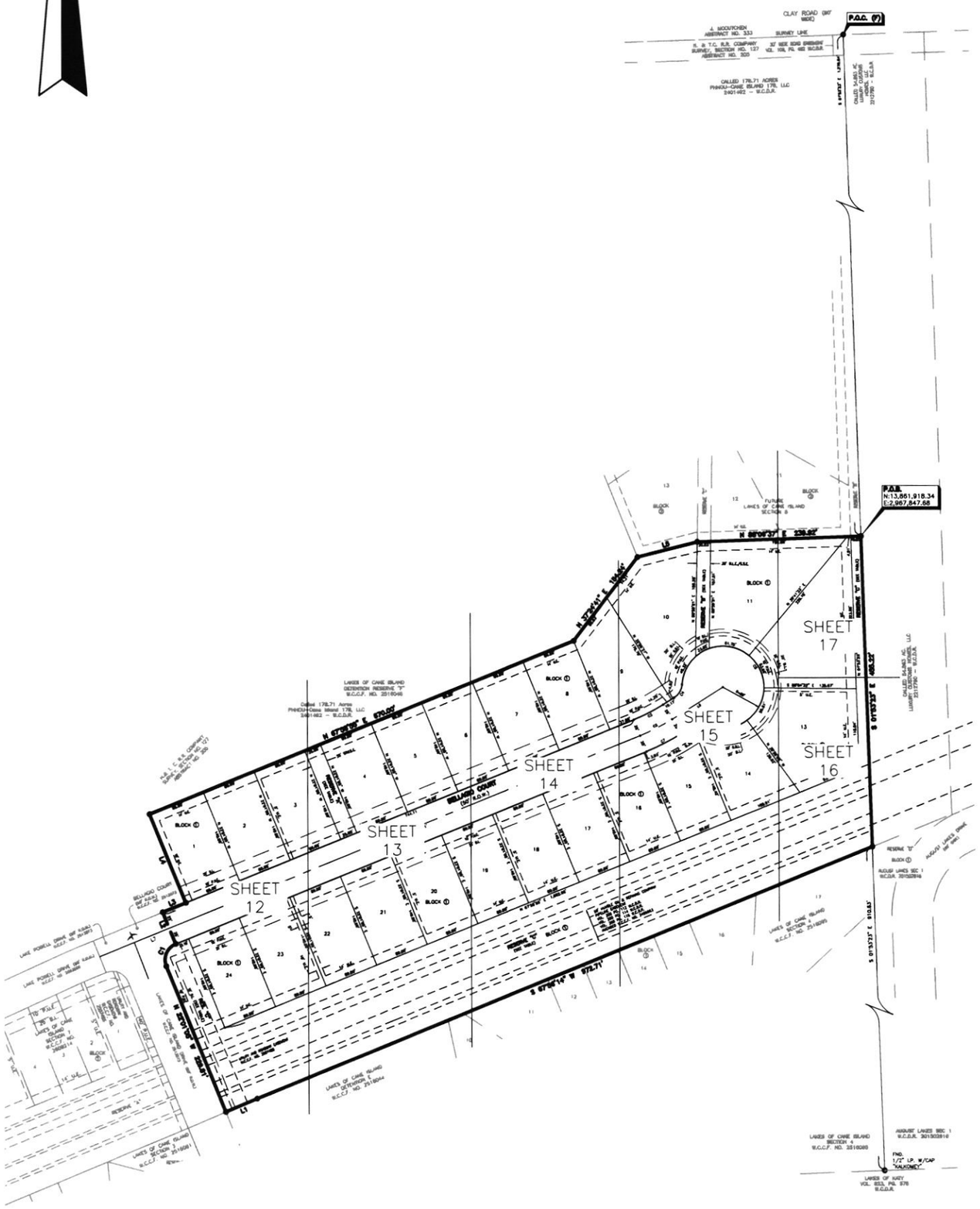
OWNER:
PHHOU – CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY

LAKES OF CANE ISLAND
SECTION 9

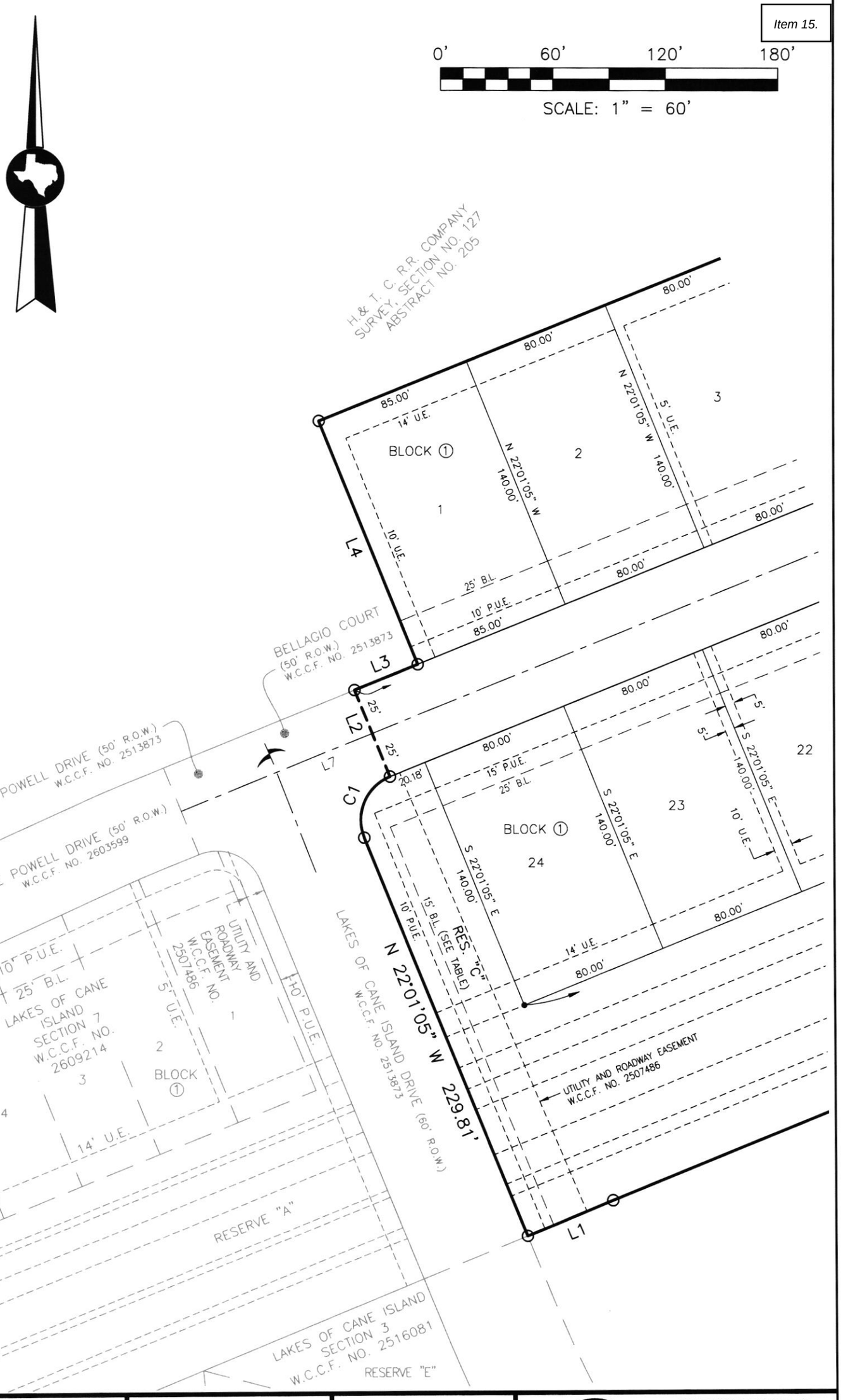
EHRA
ENGINEERING THE FUTURE
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
platting@ehra.team
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

0’ 60’ 120’ 180’

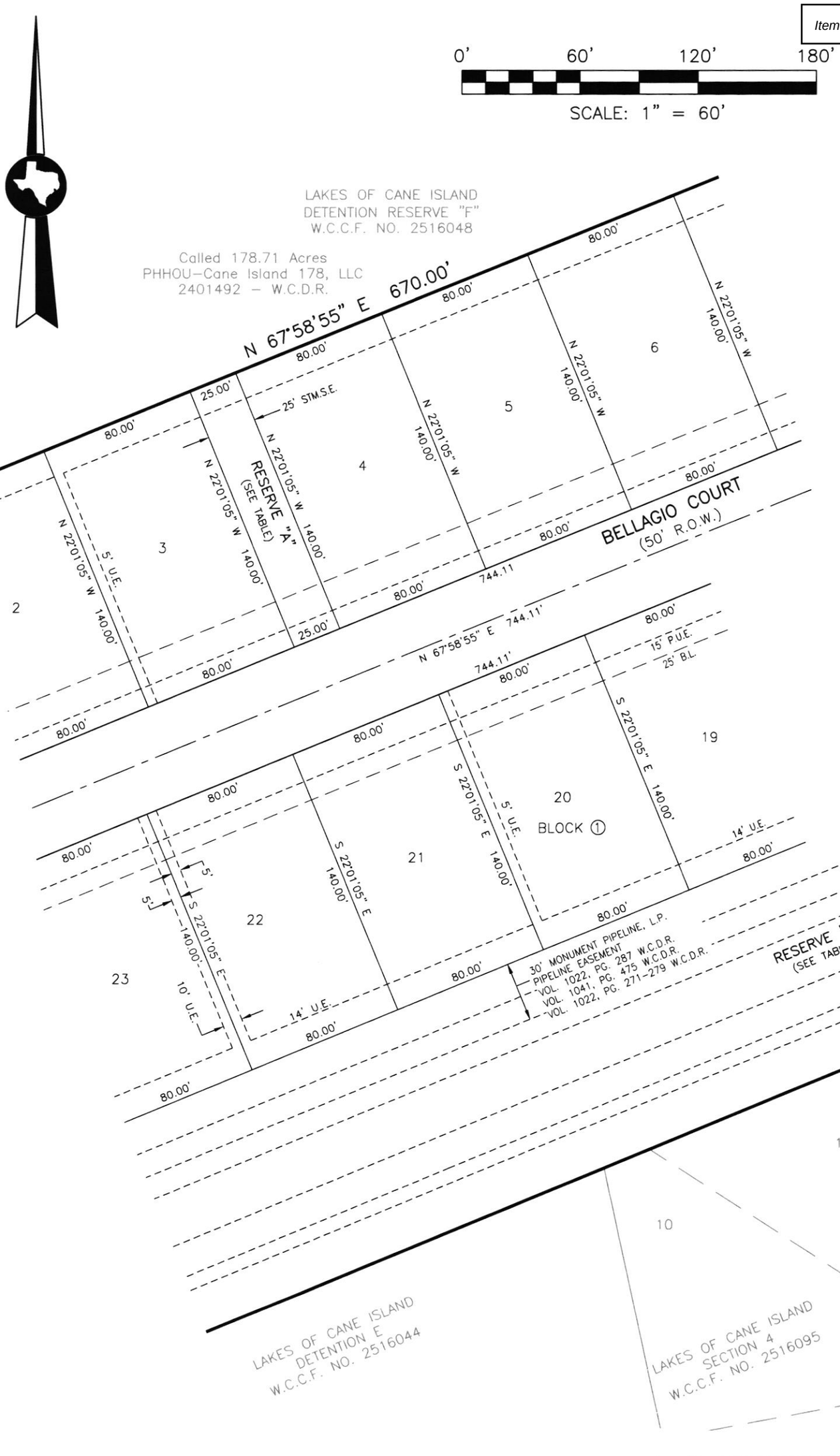
SCALE: 1” = 200’



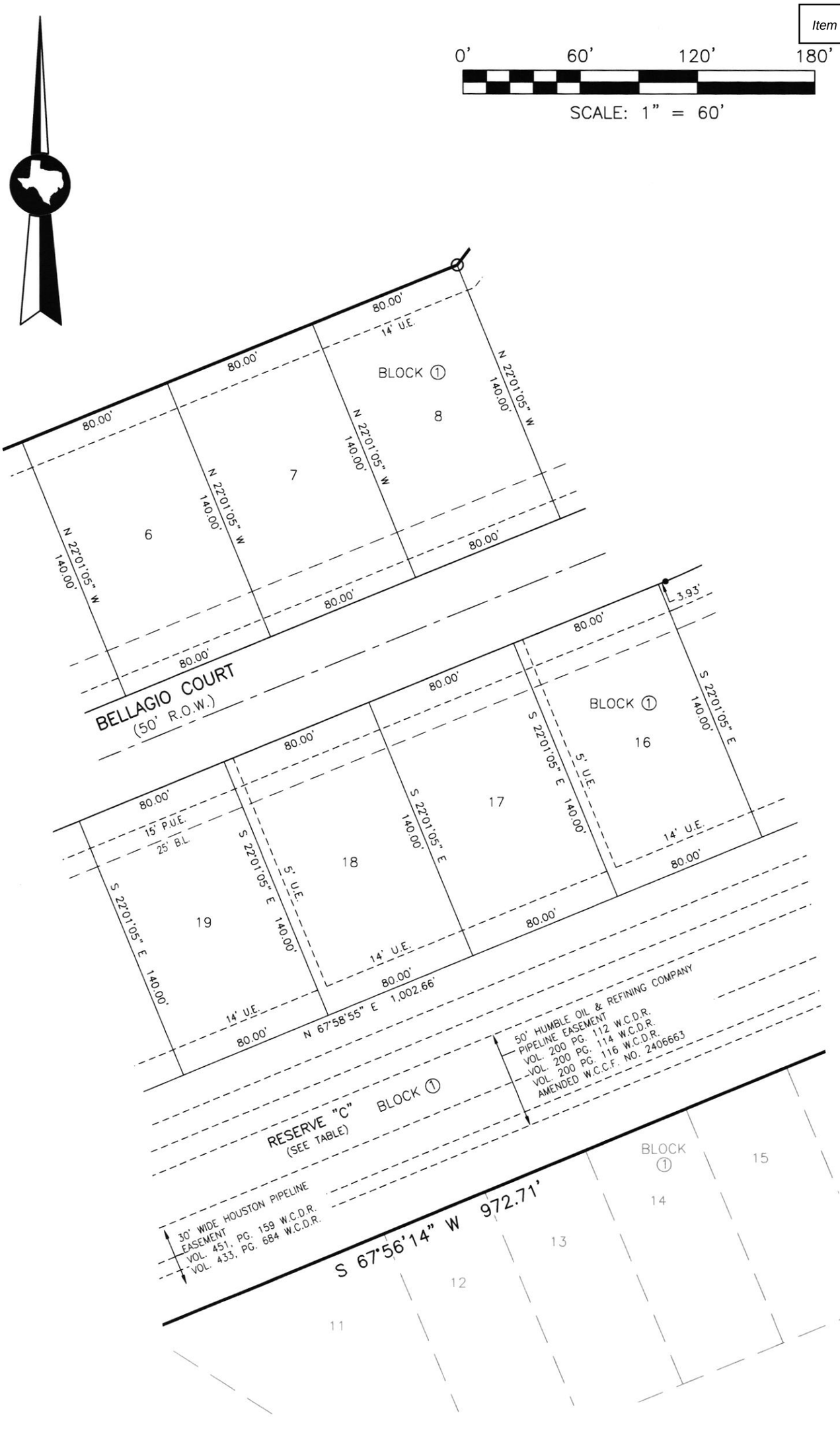
SEPTEMBER, 2026	OWNER: PHHOU – CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 11 OF 17			



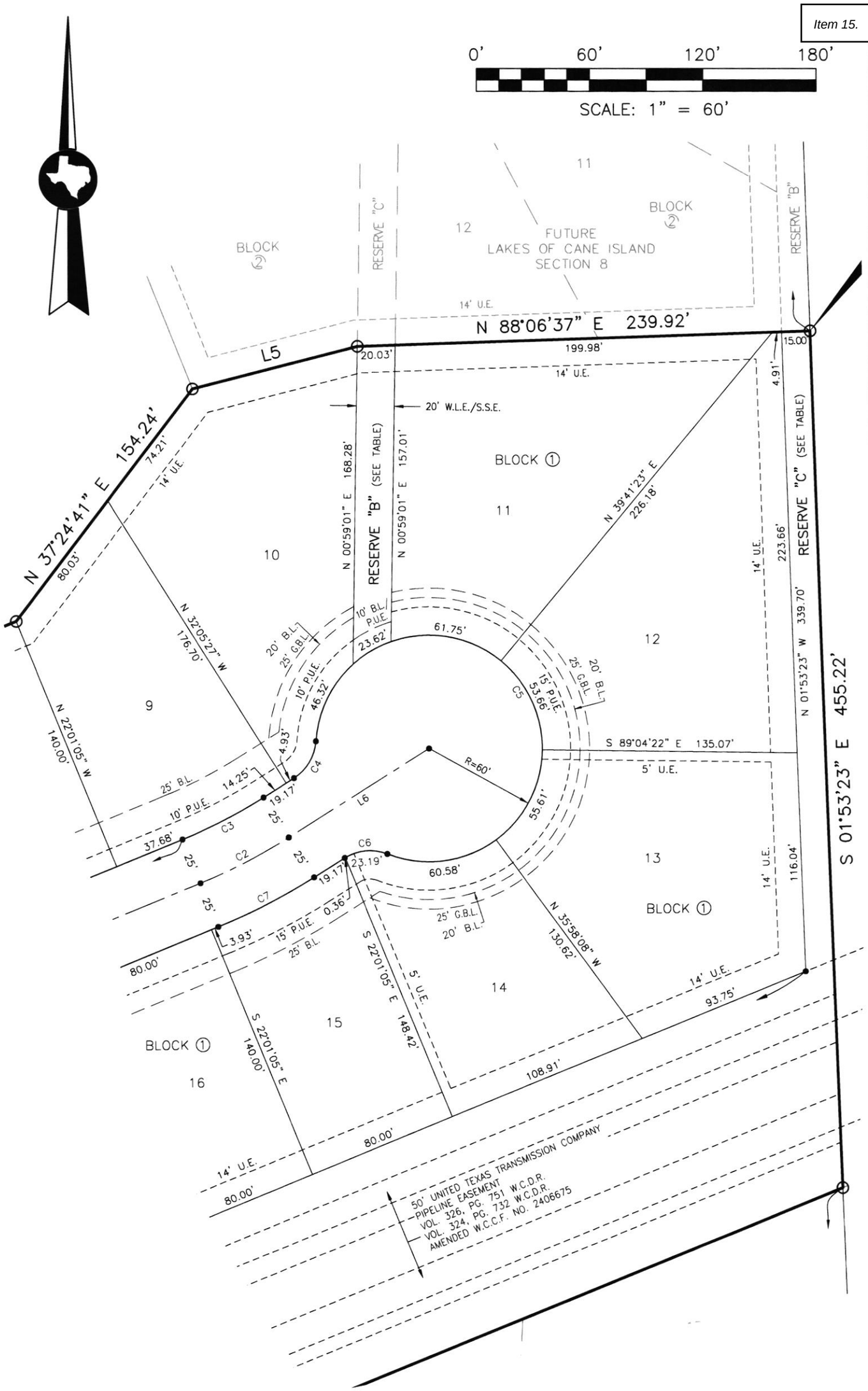
SEPTEMBER, 2026	OWNER: PHHOU – CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 12 OF 17			



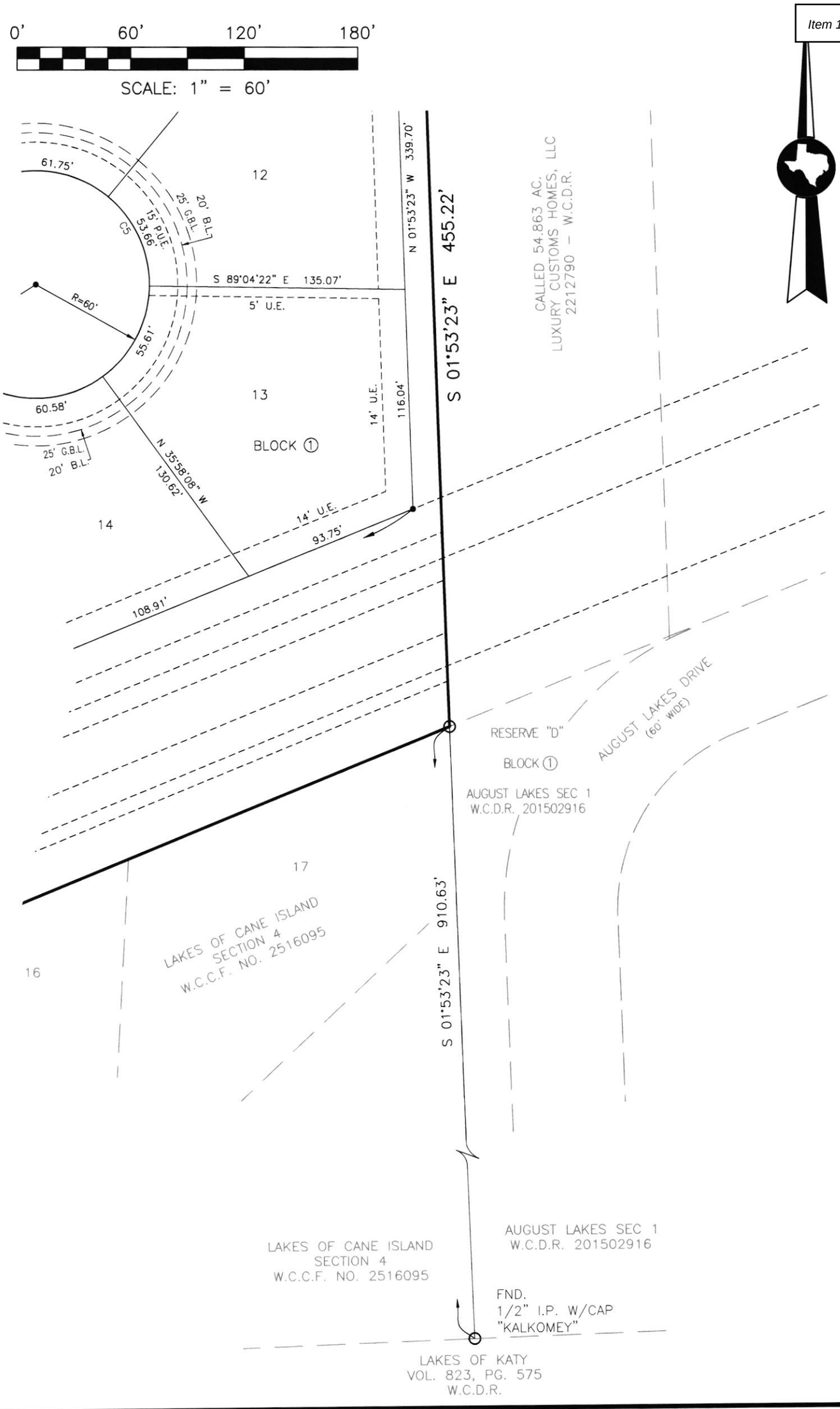
SEPTEMBER, 2026	OWNER: PHHOU - CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 13 OF 17			



SEPTEMBER, 2026	OWNER: PHHOU – CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 14 OF 17			



SEPTEMBER, 2026	OWNER: PHHOU – CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 15 OF 17			



SEPTEMBER, 2026	OWNER: PHHOU - CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 16 OF 17			

SEPTEMBER, 2026	OWNER: PHHOU - CANE ISLAND 178, LLC, A TEXAS LIMITED LIABILITY COMPANY	LAKES OF CANE ISLAND SECTION 9	EHRA ENGINEERING THE FUTURE
JOB NO. 231-068-09			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 platting@ehra.team WWW.EHRA.TEAM TBPE No. F-726 TBPELS No. 10092300
SHEET 17 OF 17			

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Park at Anserra Section 3

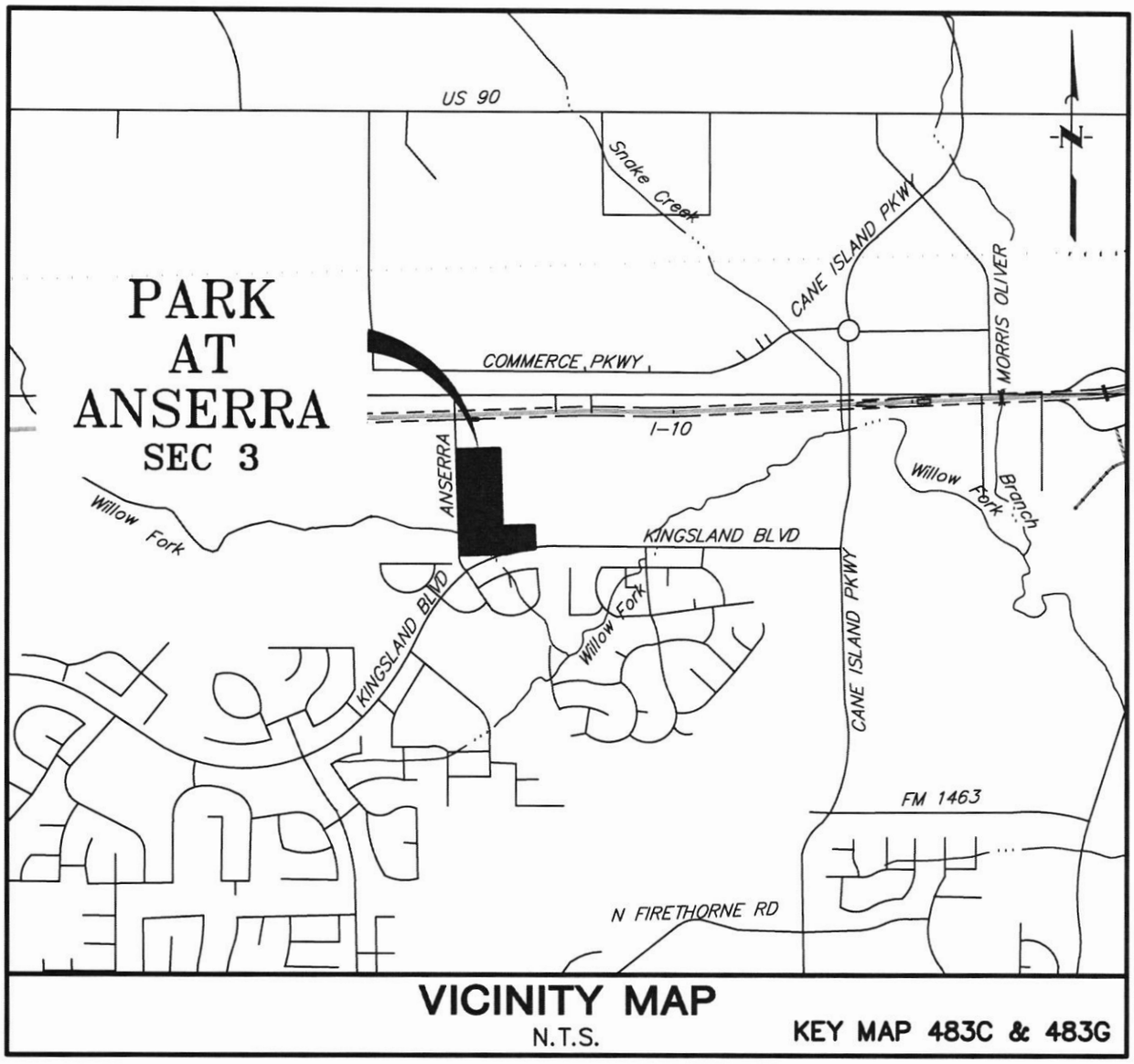
Date: October 28, 2026

Background

Final Plat of Park at Anserra Section 2 Subdivision which consists of 15.24 acres will include 1 Block, and 2 Reserves in Precinct 2.

Staff Recommendation

Approve Plat



VICINITY MAP
N.T.S.

KEY MAP 483C & 483G

FINAL PLAT OF PARK AT ANSERRA SECTION 3

A SUBDIVISION OF 15.24 ACRES OF LAND OUT OF THE W. W. BAINS SURVEY, A-753 &A-385

FORT BEND COUNTY, TEXAS & WALLER COUNTY, TEXAS

2 RESERVES **1 BLOCKS**

SEPTEMBER 2026

DATE: SEPTEMBER 2026 SCALE = NTS SHEET 1A OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

K:\18085\18085-0001-01 Territory at Kingsland\2 Design Phase\Planning\Territory at Kingsland- PLAT.dwg Sep 28, 2026 - 4:01pm dmorales

BS

STATE OF TEXAS §

COUNTIES OF FORT BEND AND WALLER §

A METES & BOUNDS description of a 15.24 acre tract of land in the W. W. Bains Survey, Abstract 385, Waller County, Texas and the W. W. Bains Survey, Abstract 753, Fort Bend County, Texas, being that certain called 15.24 acre tract recorded under County Clerk's File Number 2024016787, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations of NGS Triangulation Station "Brookshire";

Commencing at a 5/8 inch iron rod with cap marked "Jones | Carter" found for the northwest corner of the residue of an adjoining called 19.32 acre tract recorded under County Clerk's File Number 2021208682, Official Public Records, Fort Bend County, Texas, and for the upper northeast corner of the adjoining Anserra Trail and Kingsland Boulevard Street Dedication, according to map or plat thereof recorded under Plat Number 20130212, Plat Records, Fort Bend County, Texas, and being in the south right-of-way line of Interstate Highway 10;

Thence South 00 degrees 08 minutes 25 seconds East, along the east right-of-way of Anserra Trail (width varies), same being the west line of the residue of said adjoining called 19.32 acre tract 300.11 feet;

Thence South 02 degrees 02 minutes 59 seconds East continuing along said line, 75.00 feet to the northwest corner and Place of Beginning of the herein described tract, same being the northwest corner of said called 15.24 acre tract;

Thence North 88 degrees 17 minutes 50 seconds East along the upper north line of the herein described tract, same being the upper north line of said called 15.24 acre tract and the south line of the residue of said adjoining called 19.32 acre tract, 476.78 feet to the upper northeast corner of the herein described tract, same being the upper northeast corner of said called 15.24 acre tract and the southeast corner of the residue of said called 19.32 acre tract, being in the west line of Unrestricted Reserve "A" in Block 1 of the adjoining Park at Anserra Sec 2, according to map or plat thereof, recorded under Plat Number 20220216, Plat Records, Fort Bend County, Texas;

Thence South 01 degree 44 minutes 24 seconds East along the upper east line of the herein described tract, same being the upper east line of said called 15.24 acre tract, the west line of said adjoining Unrestricted Reserve "A", and the upper west line of Restricted Reserve "C" in Block 1 of said adjoining Park at Anserra Sec 2, 888.00 feet to a reentry corner of the herein described tract, same being a reentry corner of said called 15.24 acre tract, and the upper southwest corner of said adjoining Restricted Reserve "C";

Thence North 88 degrees 20 minutes 14 seconds East along the lower north line of the herein described tract, same being the lower north line of said called 15.24 acre tract and the upper south line of said adjoining Restricted Reserve "C", 368.97 feet to the lower northeast corner of the herein described tract, same being the lower northeast corner of said called 15.24 acre tract, and a reentry corner of said adjoining Restricted Reserve "C";

Thence South 01 degree 47 minutes 21 seconds East along the lower east line of the herein described tract, same being the lower east line of said called 15.24 acre tract and the lower west line of said adjoining Restricted Reserve "C", 251.26 feet to the southeast corner of the herein described tract, same being the southeast corner of said called 15.24 acre tract and the lower southwest corner of said adjoining Restricted Reserve "C", being in the north right-of-way line of Kingsland Boulevard (100-foot wide), also being a point in a non-tangent curve to the left;

Thence along the south line of the herein described tract, same being the south line of said called 15.24 acre tract and the north right-of-way line of Kingsland Boulevard with said non-tangent curve to the left, having a central angle of 11 degrees 47 minutes 45 seconds, an arc length of 319.10 feet, a radius of 1,550.00 feet, and a chord bearing South 79 degrees 36 minutes 09 seconds West, 318.54 feet to an angle point in the south line of the herein described tract and said called 15.24 acre tract, being the east corner of an adjoining called 1.16 acre tract recorded under County Clerk's File Number 2023020227, Official Public Records, Fort Bend County, Texas;

Thence South 88 degrees 17 minutes 50 seconds West continuing along the south line of the herein described tract, same being the south line of said called 15.24 acre tract and the north line of said adjoining called 1.16 acre tract, 524.64 feet to the southwest corner of the herein described tract, same being the southwest corner of said called 15.24 acre tract and the northwest corner of said adjoining called 1.16 acre tract, being in the east right-of-way line of Anserra Trail (80-foot wide);

Thence North 02 degrees 02 minutes 59 seconds West along the west line of the herein described tract, same being the west line of said called 15.24 acre tract and the east right-of-way line of Anserra Trail, 1,187.69 feet to the Place of Beginning and containing 15.24 acres of land, more or less.

DATE: SEPTEMBER 2026	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com
SCALE = NTS			
SHEET 1B OF 1			

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Legend

AC . . . . . ."Acres"
BL . . . . . ."Building Line"
ESMT . . . . . ."Easement"
E.T.J . . . . . ."Extraterritorial Jurisdiction"
C.C.F. . . . . "County Clerk's File"
I.R.F. . . . . ."Found 5/8" iron rod with cap stamped "Quiddity Eng. Property Corner"
No. . . . . ."Number"
O.P.R.W.C.T. . . ."Official Public Records, Waller County, Texas"
O.P.R.F.B.C.T. . ."Official Public Records, Fort Bend County, Texas"
P.R.F.B.C.T. . . ."Plat Records, Fort Bend County, Texas"
ROW . . . . . "Right-of-Way"
Sq. Ft. . . . . ."Square Feet"
SSE . . . . . ."Sanitary Sewer Easement"
STM SE . . . . ."Storm Sewer Easement"
UE . . . . . "Utility Easement"
VOL._, PG._. . ."Volume, and Page"
WLE . . . . . ."Waterline Easement"
(1) . . . . . ."Block Number"
● . . . . . ."Set 3/4-inch iron rod (with Cap Stamped "Quiddity Eng. Property Corner") as per Certification"

General Notes

1. All coordinates shown are grid based on the Texas Coordinate System, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 0.99988896.
2. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
3. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear 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 with new fencing.
5. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
6. 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.
7. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The County assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid DPEG BTR ANSERRA, LP. 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.
8. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Fidelity National Title Company, G.F. No. FAHCS26009691, Dated August 4, 2026.
9. Elevations shown hereon on are based on NGS monument M 1506, being 3.8 miles West of Katy from junction of U.S. Highway 90 & Pin Oak Road, monument being 36 foot West of centerline of Pederson Road, also being 26 foot South-Southwest of end of a 32 inch pipe culvert, also being 13 foot South of a fence corner and power pole, also being 2 foot north-northeast of a fence. Access to datum point is through a 5 inch logo cap, with a published elevation of 155.65' (NAVD 88).
10. No pipelines or pipeline easements exist within the boundaries of this plat.
11. 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 Chapter 42, Code of Ordinances, City of Houston, Texas, which may be amended from time to time.

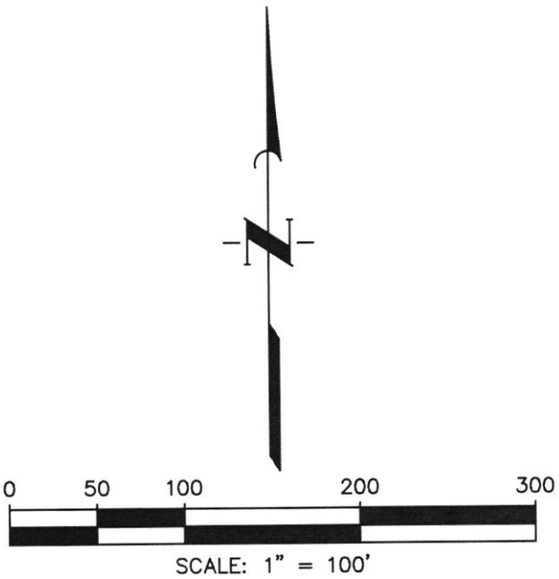
DATE: SEPTEMBER 2026 SCALE = NTS SHEET 1C OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

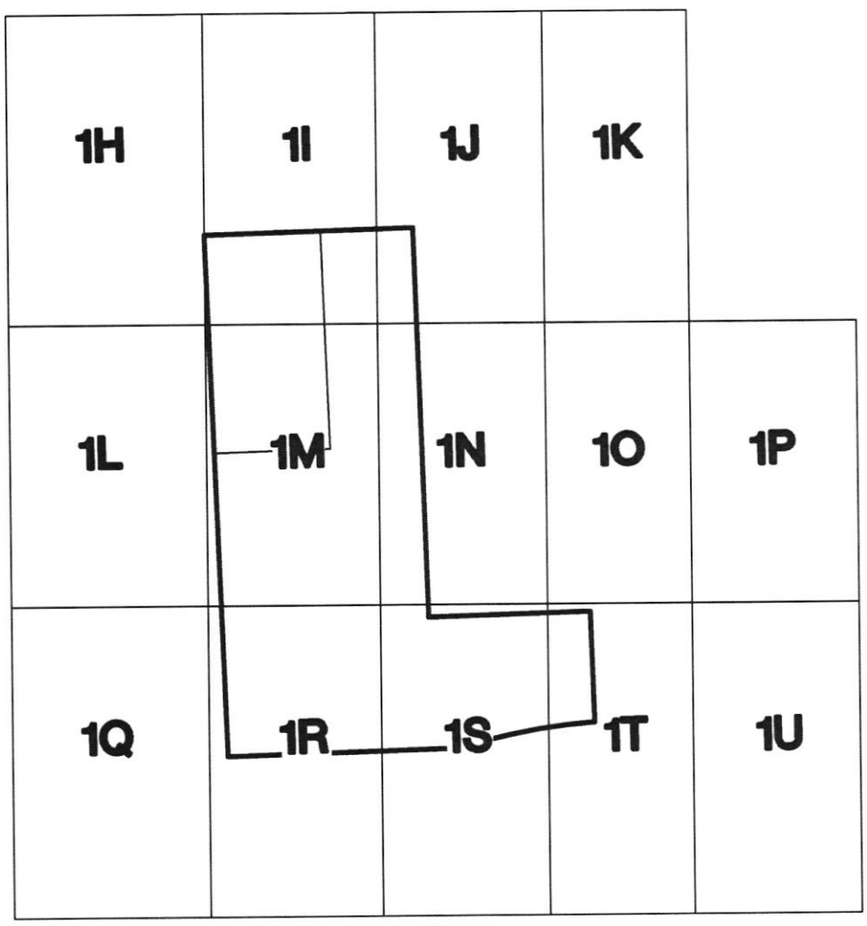
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UNRESTRICTED RESERVE A
3.02 AC
131,652 Sq. Ft.

UNRESTRICTED RESERVE B
12.22 AC
532,033 Sq. Ft.

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1,550.00'	11°47'45"	319.10'	S79°36'09"W	318.54'	160.12'





DATE: SEPTEMBER 2026

SCALE = NTS

SHEET 1D OF 1

PARK AT ANSERRA
SECTION 3

OWNER
DPEG BTR ANSERRA, LP.,
a Texas limited partnership
1133 FOUNTAIN LAKE DRIVE
STAFFORD, TX 77477
832.500.5202
development@dhananipeg.com

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

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STATE OF TEXAS §

COUNTY OF WALLER §

We, DPEG BTR ANSERRA, LP., a Texas limited partnership, acting by and through Nadyrshah Dhanani, Authorized Signer, owner, hereinafter referred to as Owners of the 15.24 acre tract described in the above and foregoing map of Park at Anserra Sec 3, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarter (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the DPEG BTR ANSERRA, LP., a Texas limited partnership, has caused these presents to be signed by Nadyrshah Dhanani, Authorized Signer, thereunto authorize this 22 day of September, 2026.

DPEG BTR ANSERRA, LP.,
a Texas limited partnership

By: _____
Nadyrshah Dhanani
Authorized Signer

DATE: SEPTEMBER 2026 SCALE = NTS SHEET 1E OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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STATE OF TEXAS §

COUNTY OF Fort Bend §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of September, 2026

Notary Public in and for the State of Texas

Tasha Thompson-Scott
Print Name

TASHA THOMPSON-SCOTT
Notary Public, State of Texas
Comm. Expires 08-14-2030
Notary ID 132837475

My commission expires: 08/14/2030

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 01409 - 2026-60

APPROVED BY THE BOARD OF SUPERVISORS ON 07.13.2026
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

Certificate of Surveyor

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

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

No portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County FIRM Map #48473C0375E dated 2/18/2009 and Fort Bend County FIRM Map #48157C0040L dated 4/02/2014.

No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Fort Bend County FIRM Map #48157C0040L dated 4/02/2014 and Waller County FIRM Map #48473C0375E dated 2/18/2009.

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

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

DATE: SEPTEMBER 2026 SCALE = NTS SHEET 1F OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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I, Natasha M. Fuller, a Professional Engineer registered in the State of Texas, do hereby certify that this plat meets all requirements for Waller county and is in compliance with the County's regulations and will all generally accepted engineering standards.

STATE OF TEXAS
NATASHA M. FULLER
128635
REGISTERED
PROFESSIONAL ENGINEER

Natasha M. Fuller, PE
Professional Engineer No. 128635

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

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

Date

J. Ross McCall, PE.
County Engineer

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Park at Anserra Sec 3 in conformance with the laws of the State of Texas and the ordinances of the City of Houston, as shown hereon, and authorized the recording of this plat this 5th day of October, 2026

By: _____
Lisa M. Clark
Chair

or

M.Sonny Garza
Vice Chairman

By: _____
Vonn Tran
Secretary

HOUSTON PLANNING COMMISSION
HOUSTON
TEXAS

STATE OF TEXAS §
COUNTY OF WALLER §

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

Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT
APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 20___.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

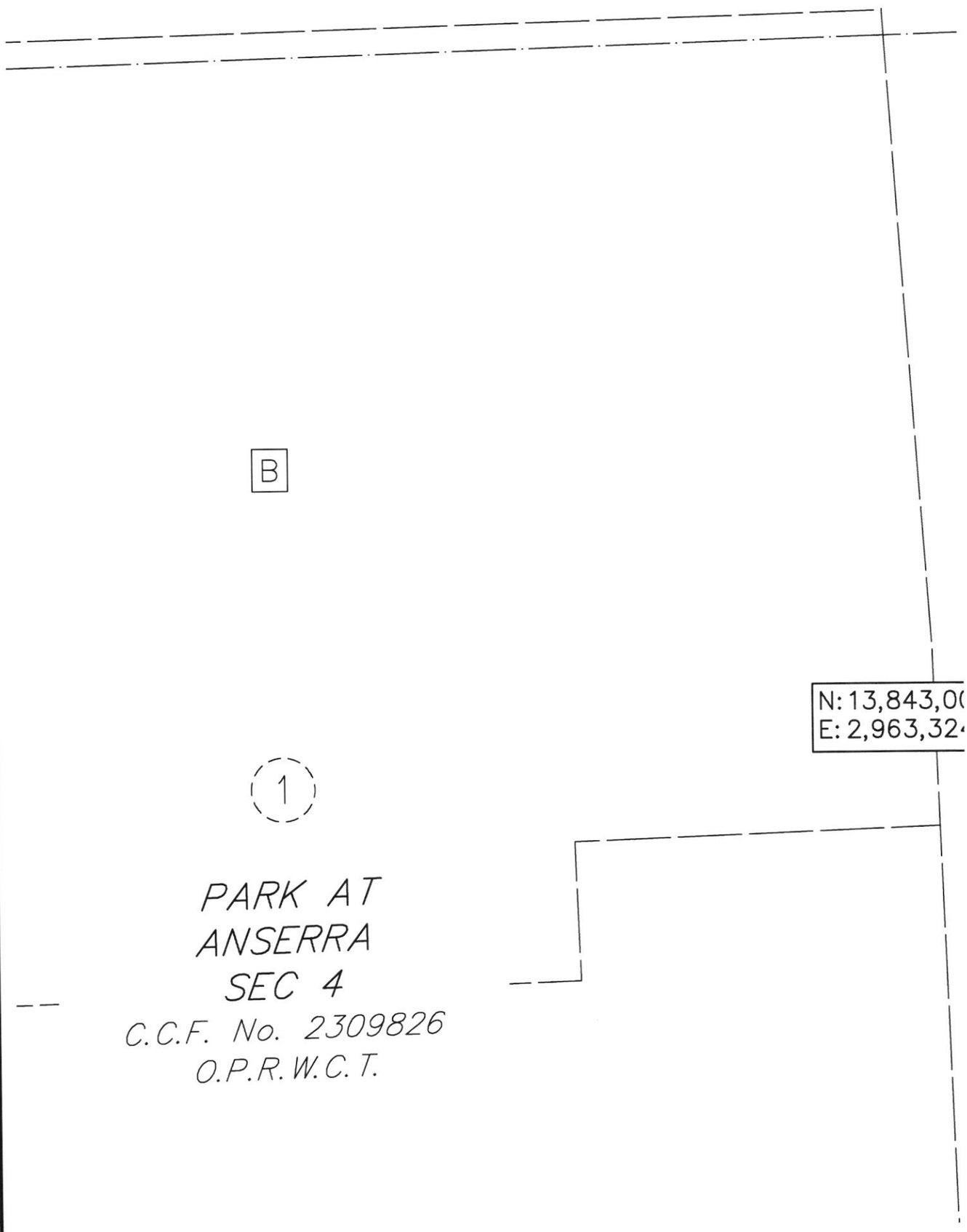
Walter E. Smith, PE, RPLS
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

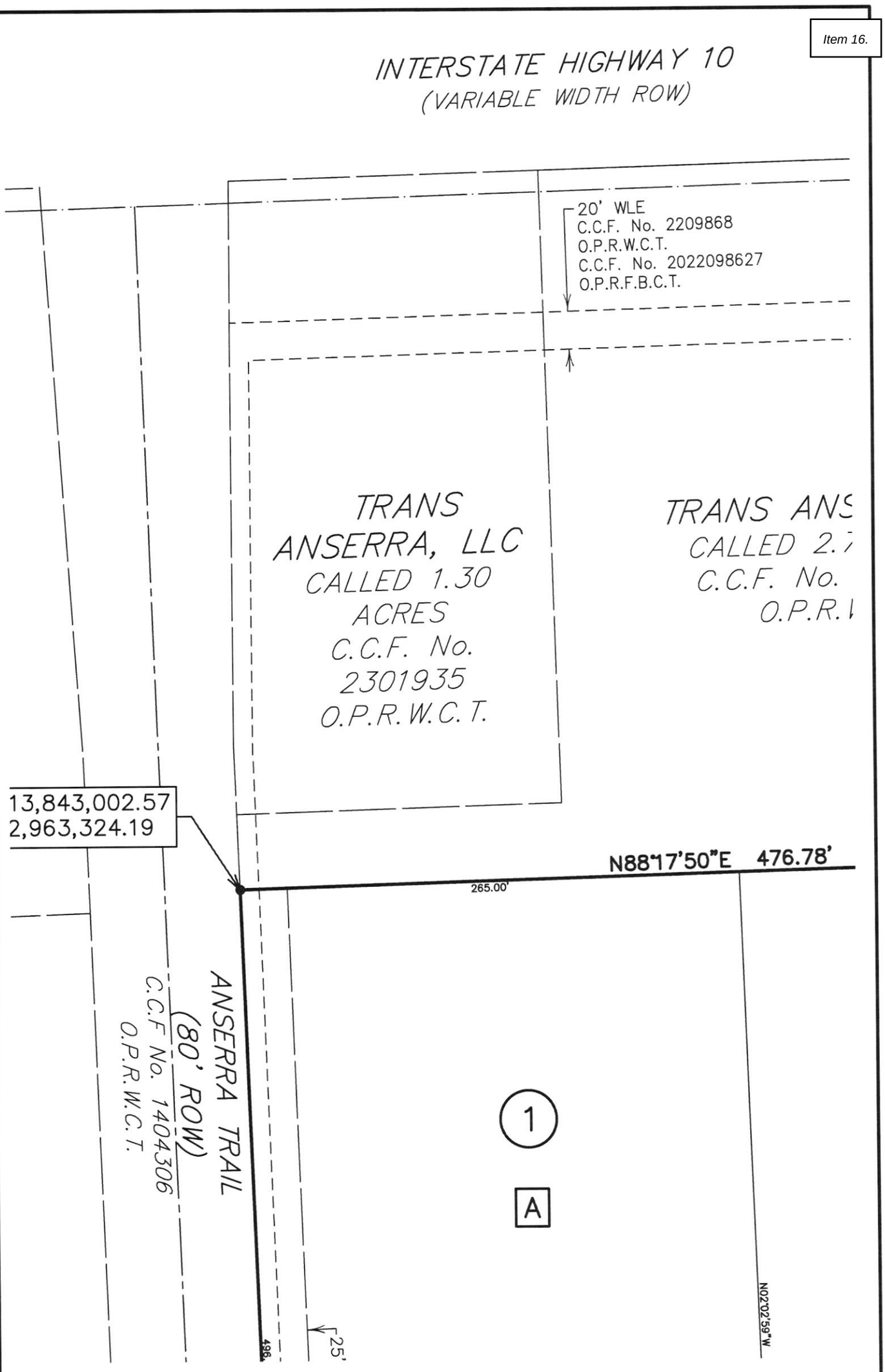
DATE: SEPTEMBER 2026 SCALE = NTS SHEET 1G OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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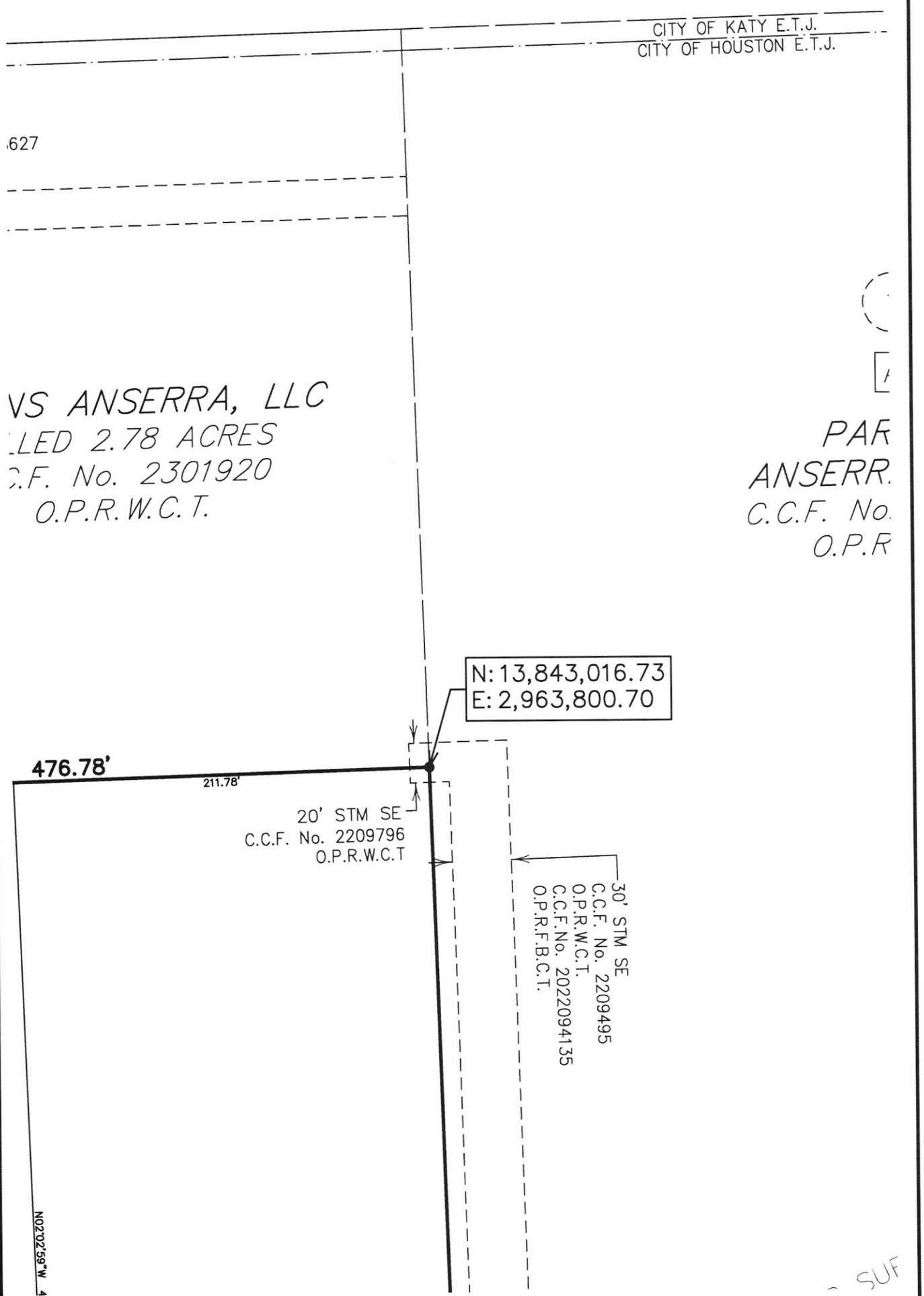
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SCALE NTS			
SHEET 1H OF 1			

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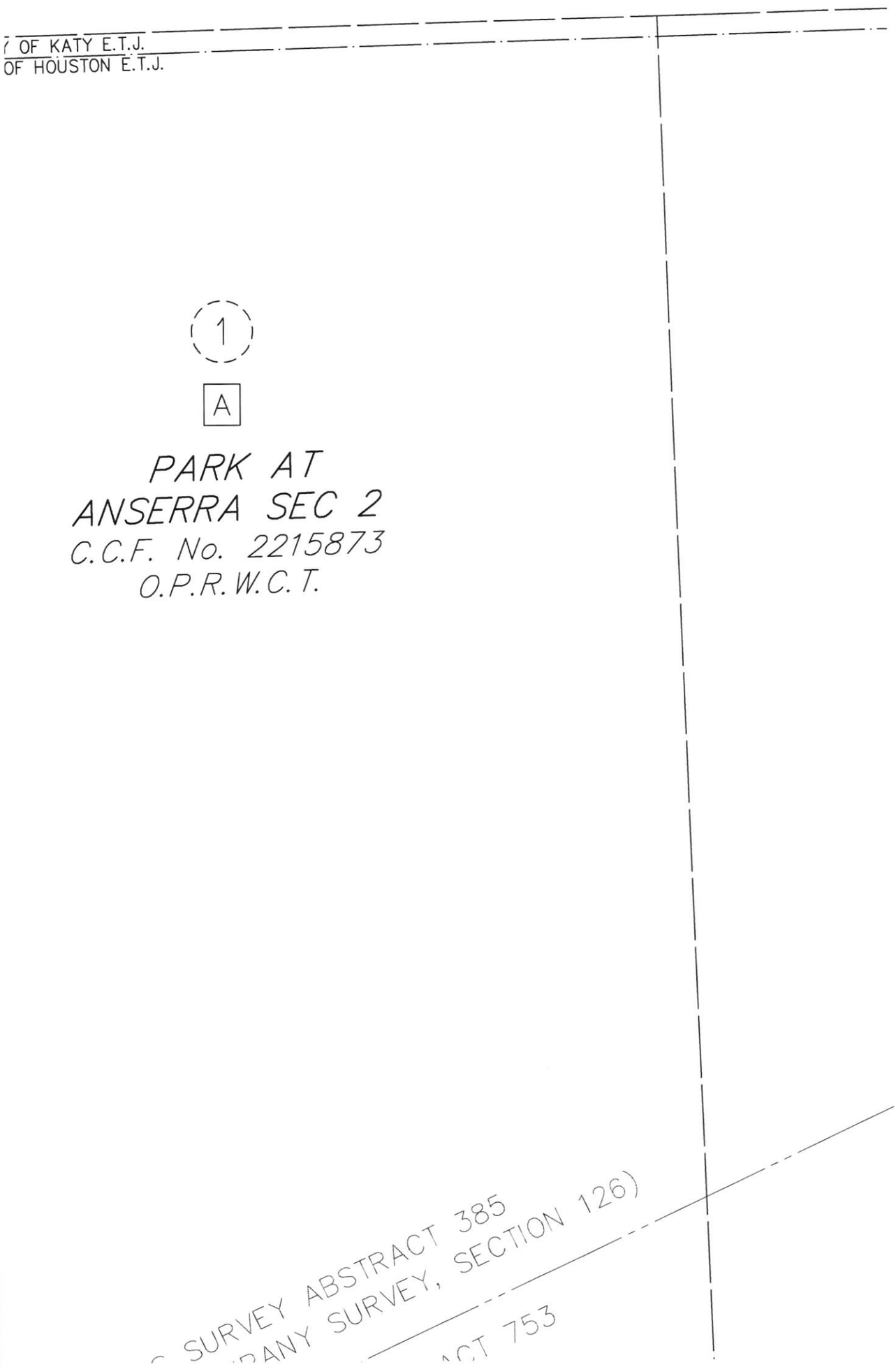
DATE: SEPTEMBER 2026 SCALE NTS SHEET 11 OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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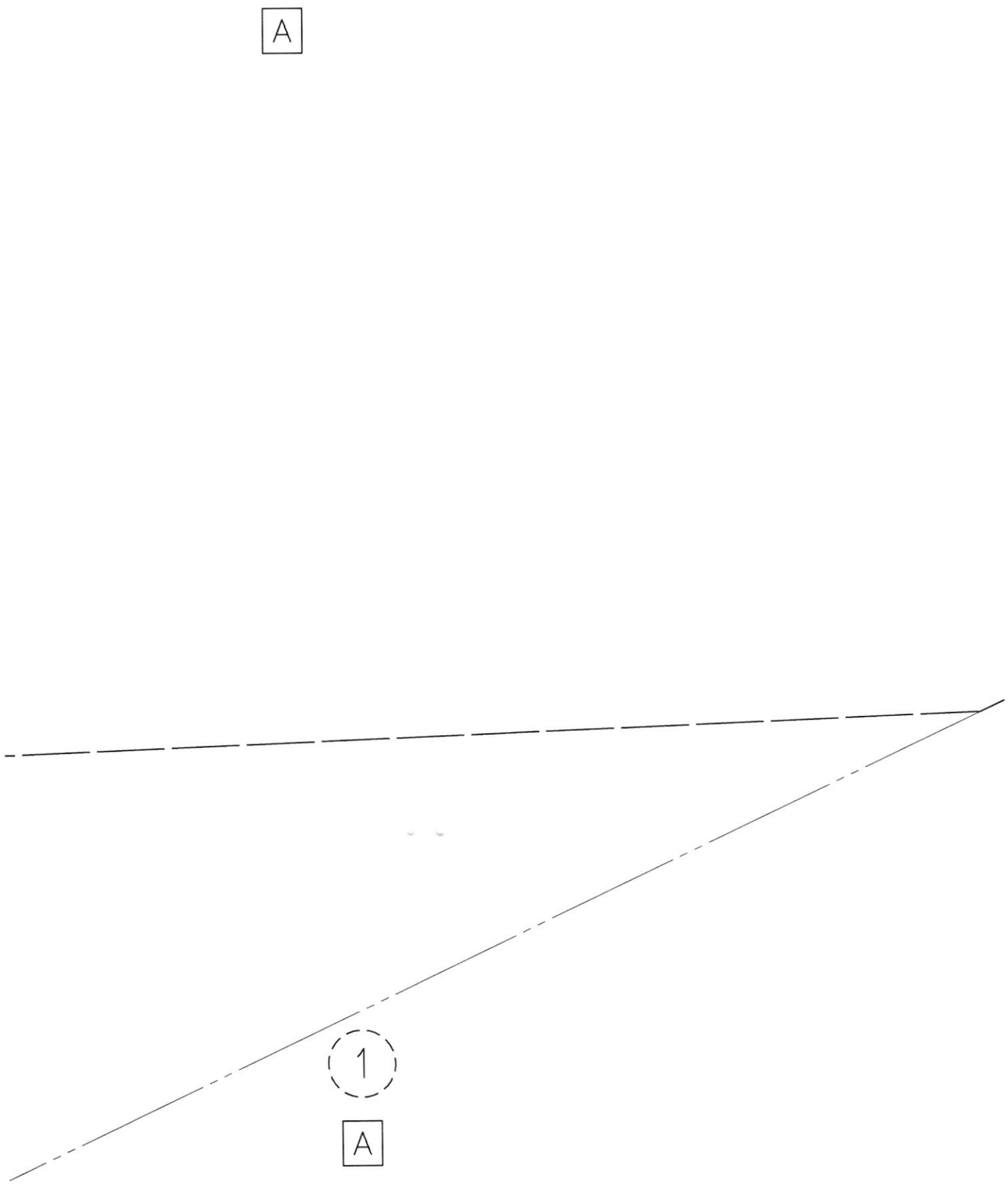
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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1K OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

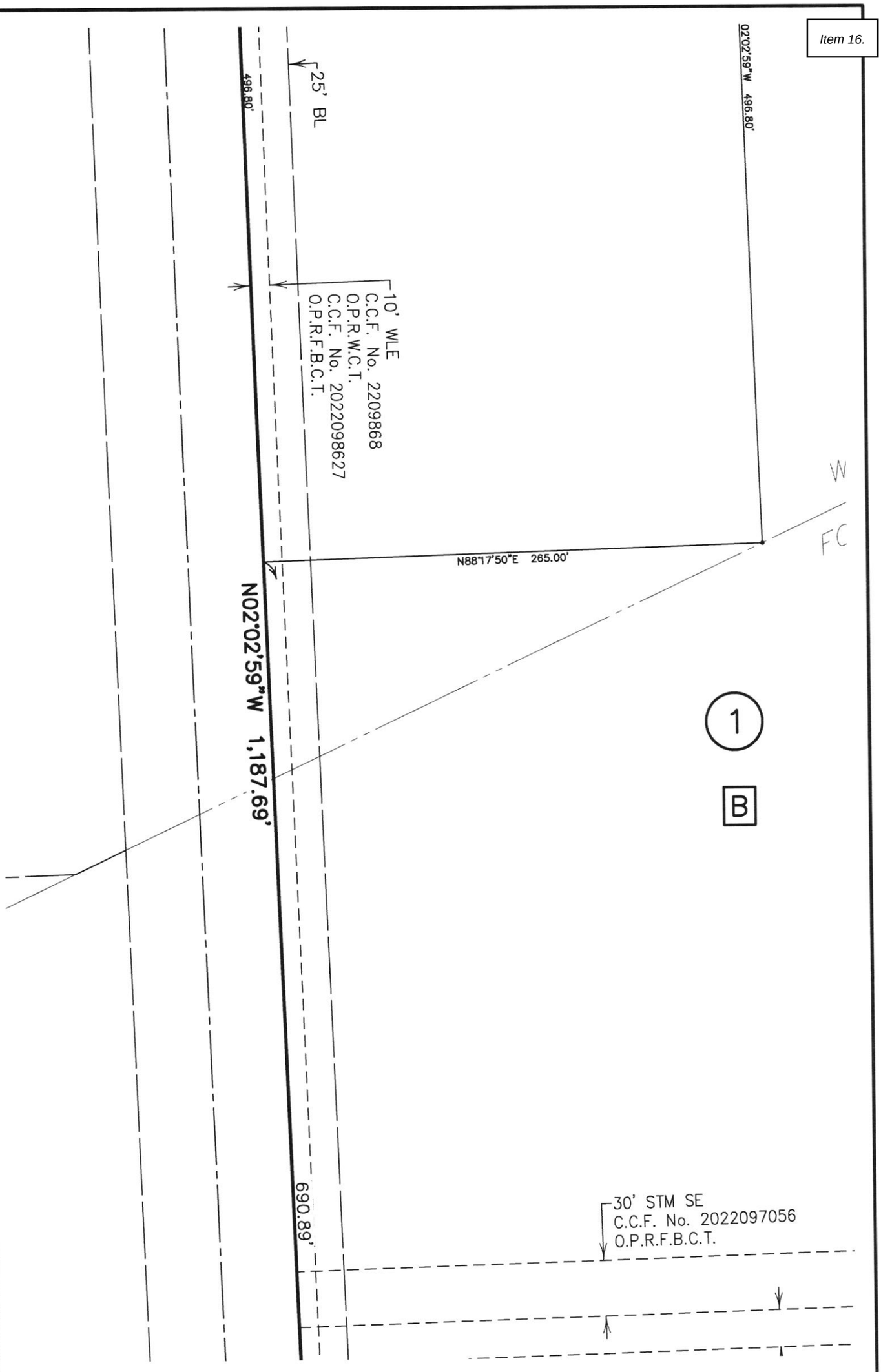
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PARK AT ANSERRA
SEC. 1

DATE: SEPTEMBER 2026	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com
SCALE NTS			
SHEET 1L OF 1			

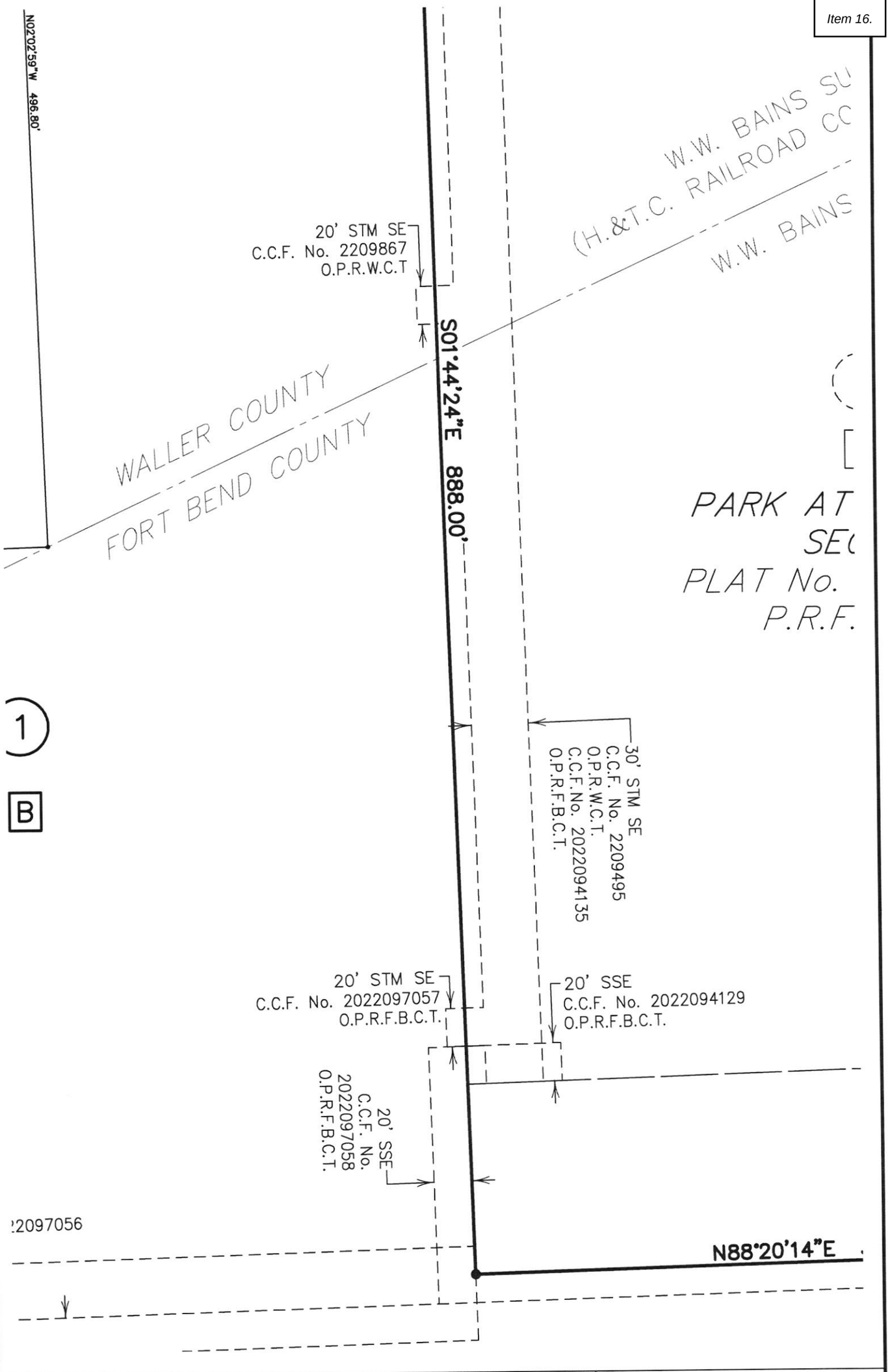
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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1M OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

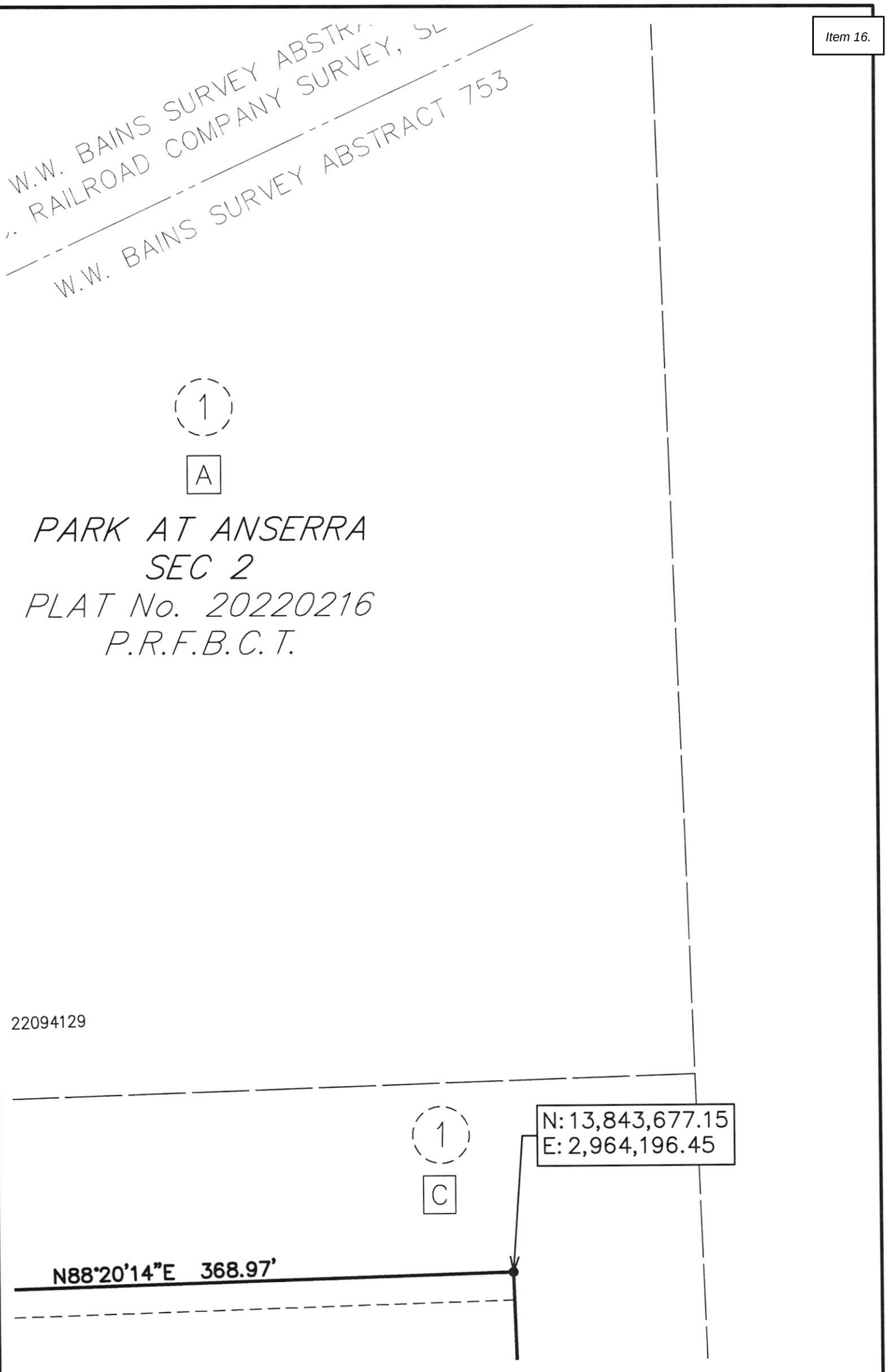
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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1N OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 10 OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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PARK AT ANSERRA
SEC 2
PLAT No. 20220216
P.R.F.B.C.T.

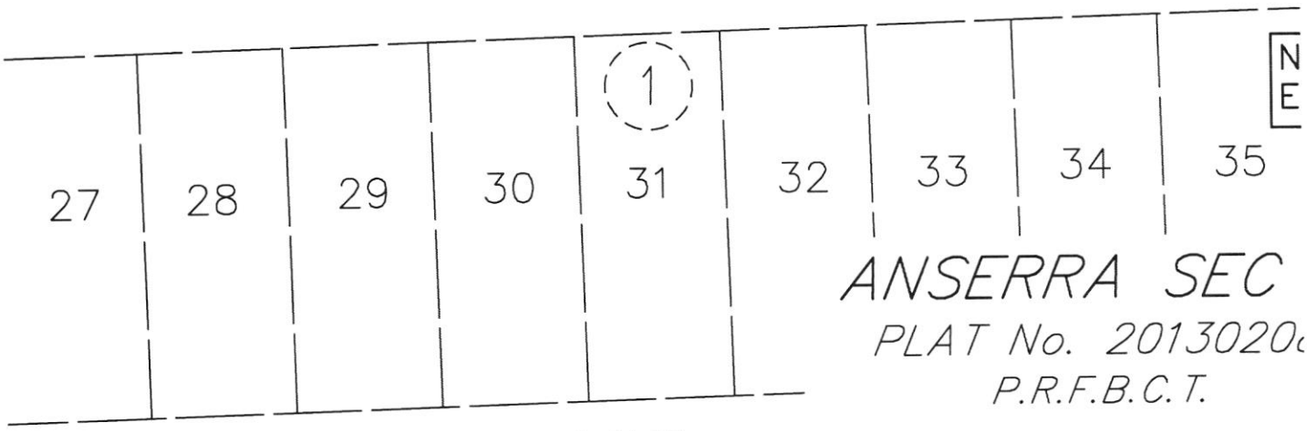
3,677.15
196.45

DATE: SEPTEMBER 2026 SCALE NTS SHEET 1P OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

K:\18085\18085-0001-01 Territory at Kingsland\2 Design Phase\Planning\Territory at Kingsland- PLAT.dwg Sep 28, 2026 - 4:46pm dmorales

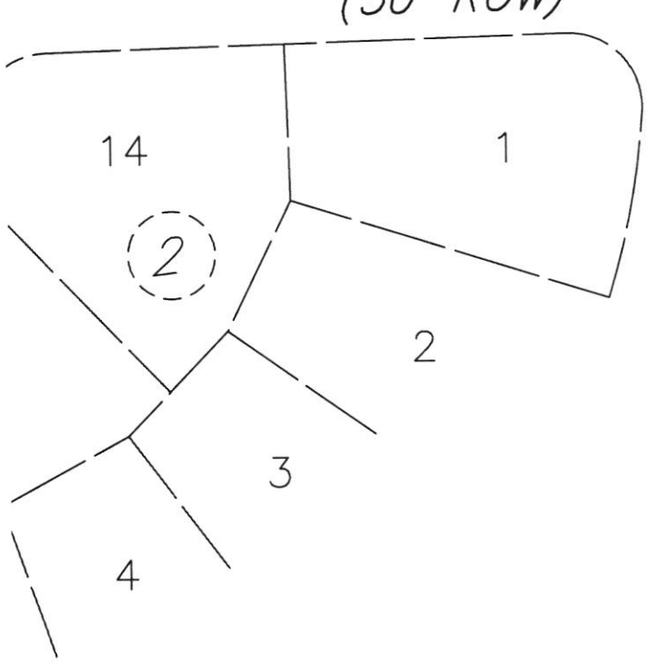
SEC 1
PLAT No. 20220219
P.R.F.B.C.T.

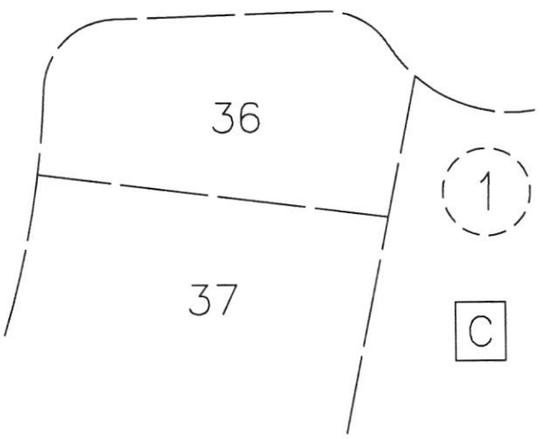
ANSERRA TRAIL AND –
KINGSLAND BOULEVARD
STREET DEDICATION
PLAT No. 20130212
P.R.F.B.C.T.



ANSERRA SEC
PLAT No. 2013020
P.R.F.B.C.T.

CABRERA HILL LANE
(50' ROW)

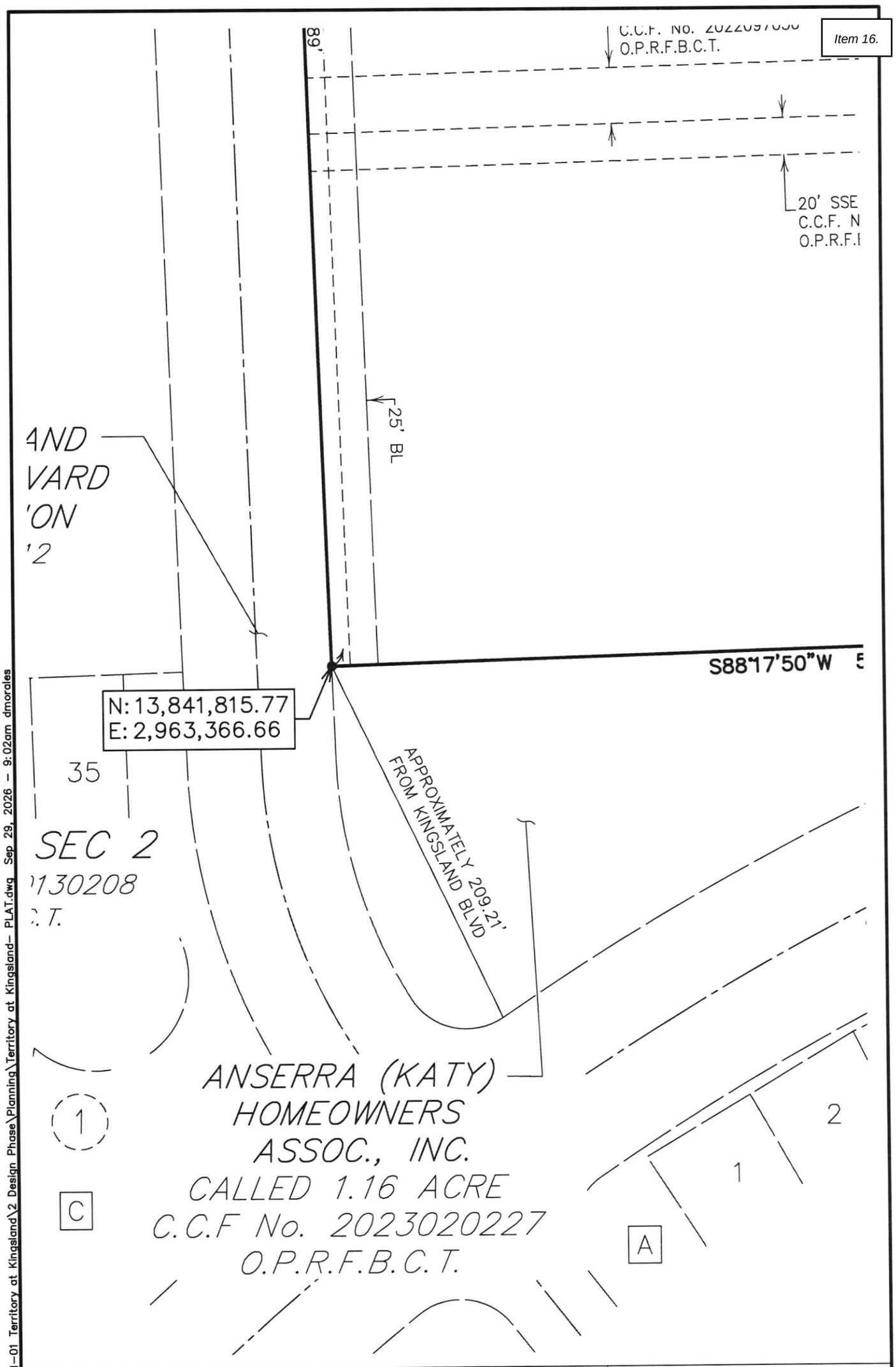




DATE: SEPTEMBER 2026 SCALE NTS SHEET 1Q OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

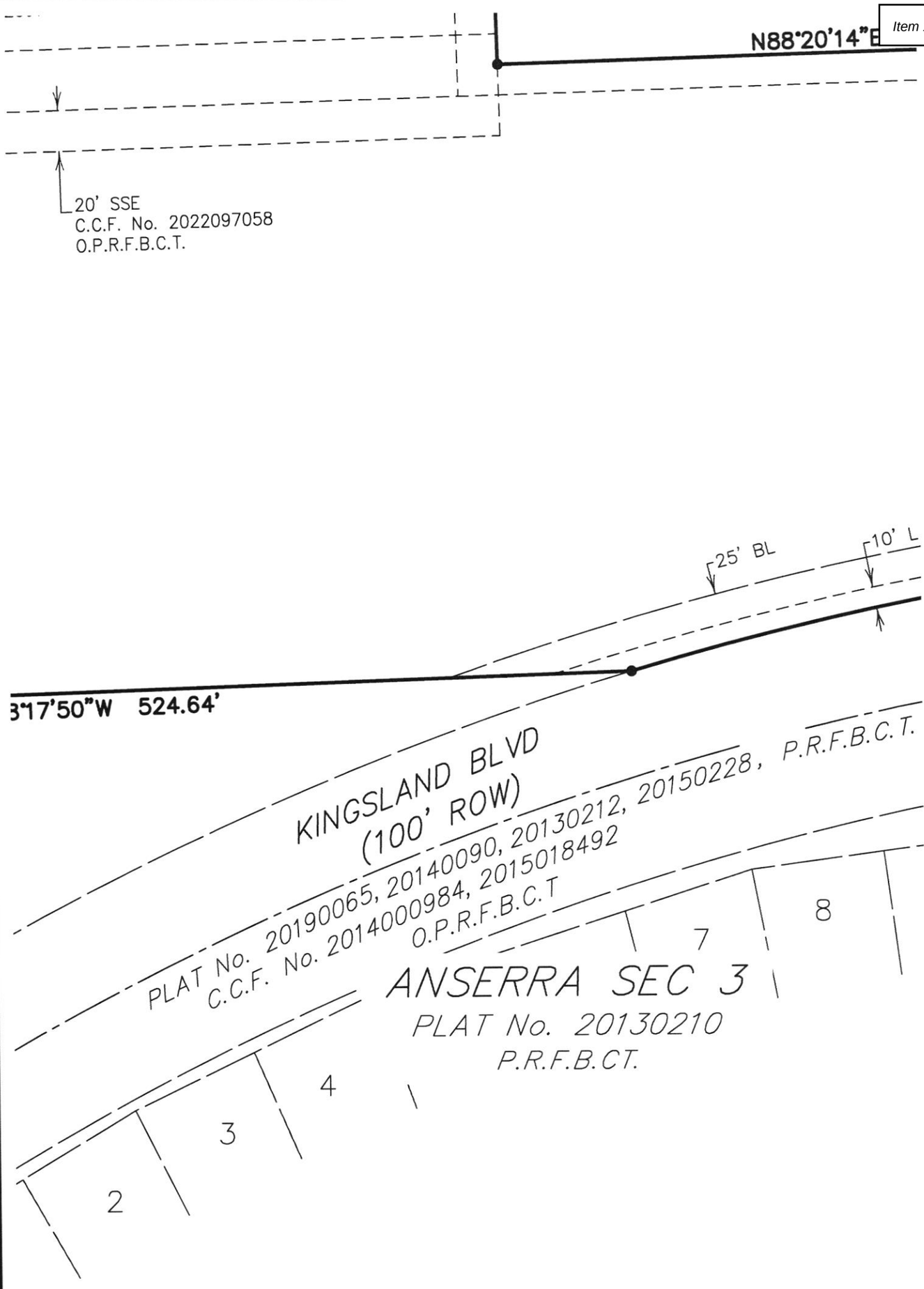
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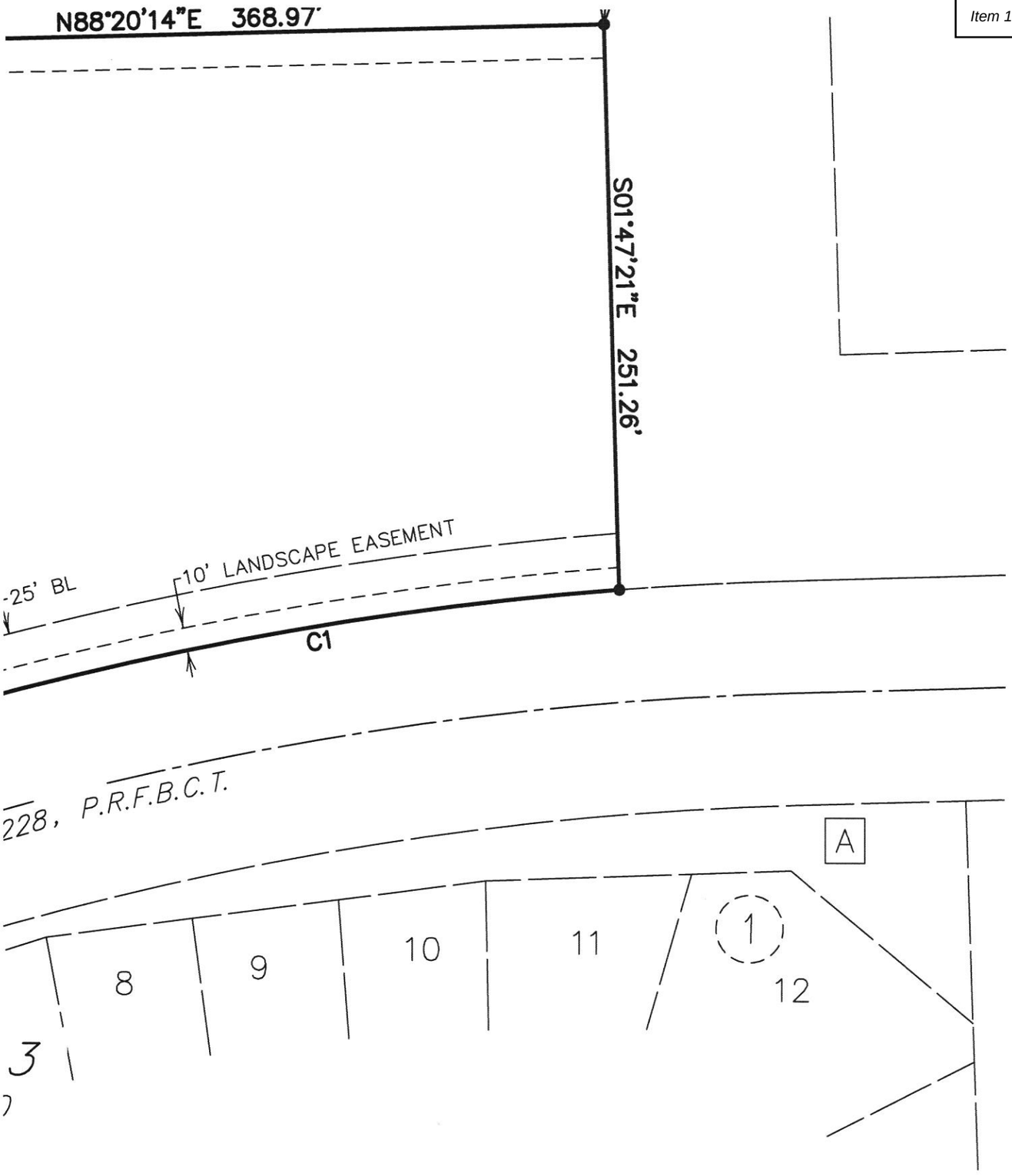
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1R OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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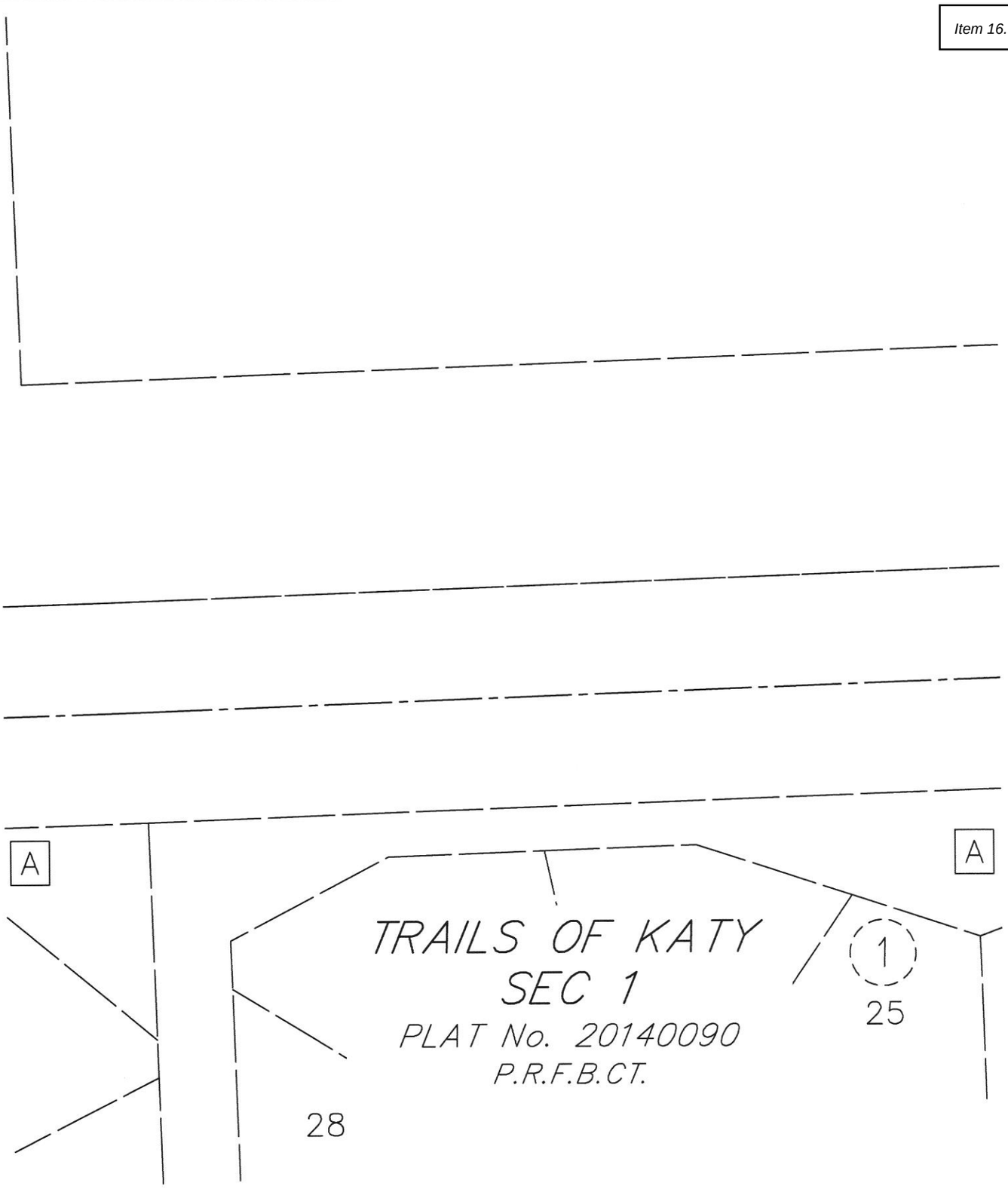
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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1S OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com



DATE: SEPTEMBER 2026 SCALE NTS SHEET 1T OF 1	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026	PARK AT ANSERRA SECTION 3	OWNER DPEG BTR ANSERRA, LP., a Texas limited partnership 1133 FOUNTAIN LAKE DRIVE STAFFORD, TX 77477 832.500.5202 development@dhananipeg.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 dmorales@quiddity.com
SCALE NTS			
SHEET 1U OF 1			

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sabine Springs Section 1

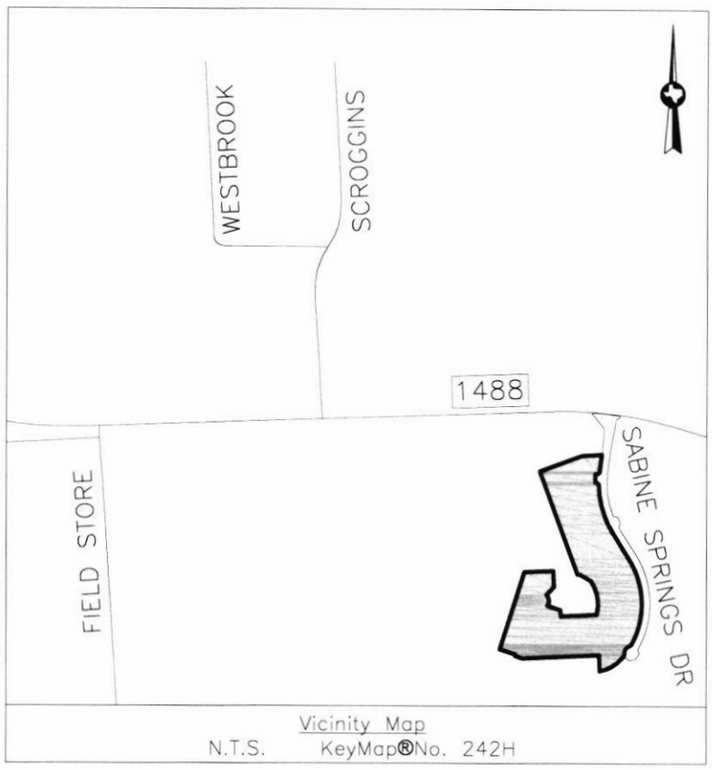
Date: October 28, 2026

Background

Final Plat of Sabine Springs Section 1 which consists of 18.80 acres will include 3 Blocks, 84 Lots and 3 Reserves in Precinct 2.

Staff Recommendation

Approve Plat and accept Subdivision Bond



FINAL PLAT OF SABINE SPRINGS SECTION 1

BEING A SUBDIVISION OF 18.80 ACRES OUT OF
THE JOHN REESE SURVEY, A-242,
WALLER COUNTY, TEXAS.

3 BLOCKS 84 LOTS 3 RESERVES

OWNER

FORESTAR (USA) REAL ESTATE GROUP INC., A
DELAWARE CORPORATION
2001 TIMBERLOCH PLACE, SUITE 325,
SPRING, TEXAS 77380
713-457-1690

JUNE, 2026

EHRA
ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
PLATTING@EHRA.TEAM
FIRM No. F-726
FIRM No. 10092300

STATE OF TEXAS §

COUNTY OF WALLER §

We, Forestar (USA) Real Estate Group Inc., a Delaware corporation owner (or owners) of the property subdivided in the above map of the Sabine Springs Section 1, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

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

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

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

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

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

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

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

WITNESS our hand in Waller County, Texas, this 7TH day of JULY, 2026.

OWNER
Forestar (USA) Real Estate Group Inc., a Delaware corporation

BY: _____
Colin Daly, Development Director
Forestar (USA) Real Estate Group Inc., a Delaware corporation

STATE OF TEXAS §

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Colin Daly, Development Director of Forestar (USA) Real Estate Group Inc., a Delaware corporation, 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 7TH day of JULY, 2026.

_____
Notary Public in and for the State of Texas
My Commission expires: 11-14-2028

DAYNA INGLE
Notary Public, State of Texas
Comm. Expires 11-14-2028
Notary ID 135169001

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

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

_____
Date

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

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

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

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

By:_____
Deputy

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
PLATTING@EHRA.TEAM
FIRM No. F-726
FIRM No. 10092300

This is to certify that I, Kevin M. Reidy, 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 is known to lie within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No Portion of this subdivisions lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel No. 48473C0075E, dated February 18, 2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel No. 48473C0075E, dated February 18, 2009.

Kevin M. Reidy,
Registered Professional Land Surveyor
Texas Registration No. 6450

7-6-26

STATE OF TEXAS REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS)(

COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, on this day personally appeared Kevin M. Reidy, 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 6th day of July, 2026.

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

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

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

Joshua M. Campbell, P.E.
Licensed Professional Engineer
Texas License No. 136406

STATE OF TEXAS
JOSHUA MARK CAMPBELL
136406
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS)(

COUNTY OF HARRIS)(

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of June, 2026

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

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

SAN BERNARD ELECTRIC COOPERATIVE, INC.

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') wide 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 (unless otherwise noted).

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.

NOTES:

(1) B.L. indicates Building Line
C.I.P. indicates Capped Iron Pipe
ESMT. indicates Easement
FND indicates Found
I.R. indicates Iron Rod
N.T.S. indicates Not To Scale
O.P.R.W.C. indicates Official Public Records of Waller County
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.U.E. indicates Public Utility Easement
R.O.W. indicates Right-Of-Way
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
W.C.P.R. indicates Waller County Plat 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 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 = 0.999956892874.

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

(5) According to City Planning Letter issued by Old Republic National Title Insurance Company with GF# TXa372041 on September 1, 2026 there are no pipeline easements within the boundaries of this plat.

(6) 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.

(7) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0075E, dated February 18, 2009, the subject property appears to be within Unshaded Zone "X"; defined as areas outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ and Associates, Inc.

(8) The property subdivided in the foregoing plat lies in Waller County, Waller County M.U.D. No. 65 and Waller Independent School District.

(9) One-foot reserve dedicated to the public in fee as a buffer separation between the side and end of streets where such streets abut adjacent property. The condition of such dedication being than when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.

(10) A subdivision variance has been approved to allow a minimum lot width of 45 feet by Waller County Commissioners Court on October 2, 2024.

(11) A subdivision variance has been approved to allow a minimum right-of-way width of 60 feet for a collector street by Waller County Commissioners Court of October 2, 2024.

(12) A subdivision variance has been approved to allow cul-de-sacs to have a right-of-way radius of 60 feet and a pavement radius of 50 feet by Waller County Commissioners Court on October 2, 2024.

(13) A subdivision variance has been approved to allow a minimum centerline radius of a local street of 300 feet with a minimum tangent of 50 feet between reverse curves by Waller County Commissioners Court on October 2, 2024.

(14) A subdivision variance has been approved to allow a minimum centerline radius for a collector street of 650 feet with a minimum tangent of 150 feet between reverse curves by Waller County Commissioners Court on October 2, 2024.

(15) This subdivision is subject to Covenants and Restrictions set forth in documents recorded under W.C.C.F. No(s). 2603232, 2603296, 2603297, 2603298, 2603301, 2607984.

OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

(8) The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Forestar (USA) Real Estate Group Inc., a Delaware corporation, 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.

METES AND BOUNDS DESCRIPTION
BEING 18.80 ACRES
IN THE JOHN REESE SURVEY, ABSTRACT NO. 242
WALLER COUNTY, TEXAS

A 18.80 ACRE TRACT OF LAND IN THE JOHN REESE SURVEY, ABSTRACT NO. 242 WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC. AS DESCRIBED BY DOCUMENTS RECORDED UNDER WALLER COUNTY CLERK'S FILE NUMBER (W.C.C.F. NO.) 2415478 (CALLED 282.5 ACRES) AND W.C.C.F. NO. 2415508 (CALLED 17.63 ACRES), THE SAID 18.80 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 1-inch iron pipe found marking the northeast corner of a called 5.00 acre tract conveyed to Mark H. White, ET UX., as described in document recorded under Vol. 464, Pg. 291 W.C.D.R., the southeast corner of a called 4.538 acre tract conveyed to Shirley A. Flora as described in document recorded under Vol. 566, Pg. 696 W.C.D.R., the southwest corner of a called 6.223 acre tract conveyed to Ernestine Kwiatkowski as described in document recorded under Vol. 427, Pg. 137 W.C.D.R., the northwest corner of said 282.5 acre tract;

THENCE, North 87°23'10" East, along the south line of said 6.223 acre tract, a called 6.874 acre tract conveyed to Decapolis Investments Group, LLC. as recorded under Vol. 1420, Pg. 310 W.C.D.R., a called 4.8858 acre tract (Tract 2) conveyed to Roland Kenneth Robinson as recorded under Vol. 546, Pg. 2 W.C.D.R., a called 15.6338 acre tract conveyed to Jose Oviedo, ET UX. as described in document recorded under Waller County Clerk's File Number (W.C.C.F. NO.) 1605665, and a called 19.643 acre tract conveyed to Ralph David Franz, JR. as described in document recorded under W.C.C.F. NO. 1709285, common to the north line of said 282.5 acre tract, for a distance of 2,146.41 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the southerly most northwest corner and POINT OF BEGINNNG of the herein described tract;

THENCE, North 87°23'10" East, along said common line, a distance of 214.20 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking on said common line marking an exterior corner of the herein described tract;

THENCE, over and across the aforesaid 282.5 acre tract, the following fourteen (14) courses and distances;

1. South 02°36'50" East, a distance of 118.01 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the an angle in the north line of the herein described tract;

2. South 43°42'29" West, a distance of 80.44 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a non-tangent curve to the right;

3. In a southerly direction, along said non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 84°03'41" (chord bears South 04°15'41" East, 80.34 feet), and an arc distance of 88.03 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle point of the herein described tract;

4. South 72°23'37" East, a distance of 102.82 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

5. South 02°36'50" East, a distance of 45.59 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an interior corner of the herein described tract;

6. North 87°23'10" East, a distance of 266.14 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an interior corner of the herein described tract;

7. North 08°05'28" East, a distance of 63.12 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

8. North 01°38'34" West, a distance of 48.36 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

9. North 11°02'46" West, a distance of 48.36 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

10. North 20°26'58" West, a distance of 48.36 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

11. North 29°37'30" West, a distance of 48.74 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

12. North 59°50'02" West, a distance of 96.66 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

13. South 87°23'10" West, a distance of 15.74 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle in the north line of the herein described tract;

14. North 20°17'57" West, passing at a distance of 36.74 feet a 5/8-inch iron rod found on the north line of said 282.5 acre tract, marking the southeast corner of said 19.643 acre tract and the southwest corner of said 17.63 acre tract, continuing along the east line of said 19.643 acre tract, common to the west line of said 17.63 acre tract for a total distance of 811.64 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the northerly most northwest corner of the herein described tract;

THENCE, departing said common line, over and across said 17.63 acre tract and said 282.5 acre tract following twenty one (21) courses and distances;

1. North 69°42'03" East, a distance of 333.56 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle on the north line of the herein described tract;

2. North 86°09'42" East, a distance of 146.61 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the northeast corner of the herein described tract;

3. South 07°27'25" West, a distance of 124.01 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a curve to the right;

4. In a southwesterly direction, along said curve to the right, having a radius of 25.00 feet, a central angle of 83°42'57" (chord bears South 49°18'54" West, 33.36 feet), and an arc distance of 36.53 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a reverse curve to the left;

5. In a westerly direction, along said reverse curve to the left, having a radius of 330.00 feet, a central angle of 01°03'08" (chord bears North 89°21'11" West, 6.06 feet), and an arc distance of 6.06 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an interior corner of the herein described tract of land;

6. South 00°07'15" West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a non-tangent curve to the right;

7. In a southeasterly direction, along said non-tangent curve to the right, having a radius of 25.00 feet, a central angle of 88°55'50" (chord bears South 45°24'50" East, 35.02 feet), and an arc distance of 38.80 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a reverse curve to the left;

8. In a southerly direction, along said reverse curve to the left, having a radius of 680.00 feet, a central angle of 31°26'33" (chord bears South 16°40'11" East, 368.50 feet), and an arc distance of 373.17 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking a point of tangency;

9. South 32°23'28" East, a distance of 222.63 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a curve to the right;

10. In a southerly direction, along said curve to the right, having a radius of 620.00 feet, a central angle of 61°02'48" (chord bears South 01°52'04" East, 629.78 feet), and an arc distance of 660.59 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a compound curve to the right;

11. In a southwesterly direction, along said compound curve to the right, having a radius of 25.00 feet, a central angle of 46°06'39" (chord bears South 51°42'40" West, 19.58 feet), and an arc distance of 20.12 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a reverse curve to the left;

12. In a southwesterly direction, along said reverse curve to the left, having a radius of 51.00 feet, a central angle of 82°33'15" (chord bears South 33°29'22" West, 67.29 feet), and an arc distance of 73.48 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a reverse curve to the right;

13. In a southerly direction, along said reverse curve to the right, having a radius of 25.00 feet, a central angle of 46°06'39" (chord bears South 15°16'04" West, 19.58 feet), and an arc distance of 20.12 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a compound curve to the right;

14. In a southwesterly direction, along said compound curve to the right, having a radius of 620.00 feet, a central angle of 02°37'14" (chord bears South 39°38'00" West, 28.35 feet), and an arc distance of 28.36 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the beginning of a compound curve to the right;

15. In a southwesterly direction, along said compound curve to the right, having a radius of 270.00 feet, a central angle of 39°49'06" (chord bears South 60°51'10" West, 183.89 feet), and an arc distance of 187.64 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking southerly most corner of the herein described tract;

16. North 02°36'50" West, a distance of 118.20 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an interior corner of the herein described tract;

17. South 87°23'10" West, a distance of 565.99 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an angle on the south line of the herein described tract;

18. North 72°23'37" West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking a corner on the south line of the herein described tract;

19. North 17°36'23" East, a distance of 12.26 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking an interior corner on the south line of the herein described tract;

20. North 72°23'37" West, a distance of 120.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713784-4500" set marking the southwest corner of the herein described tract;

21. North 17°36'23" East, a distance of 598.15 feet to the POINT OF BEGINNING and containing 18.80 acres of land;

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FIRM No. F-726
FIRM No. 10092300

RESERVE TABLE		
RESERVE	RESTRICTION TO	AREA
A	LANDSCAPE, OPEN SPACE AND UTILITY PURPOSES	0.5293 ACRES/23,056 SQ. FT.
B	LANDSCAPE, RECREATION, OPEN SPACE AND UTILITY PURPOSES	1.3664 ACRES/59,520 SQ. FT.
C	LANDSCAPE, OPEN SPACE, UTILITY PURPOSES AND DRAINAGE	0.2212 ACRES/9,636 SQ. FT.
		TOTAL ACREAGE=2.1169 ACRES

PARKLAND TABLE

PLAT	PARKS / TRAILS	OPEN SPACE	TOTAL
SABINE SPRINGS DRIVE PHASE 1	0.00 AC.	0.10 AC.	0.10 AC.
SABINE SPRINGS DETENTION RESERVE 'A'	0.00 AC.	5.08 AC.	5.08 AC.
SABINE SPRINGS DETENTION RESERVE 'B' PHASE 1	1.22 AC.	2.20 AC.	3.42 AC.
SABINE SPRINGS SECTION 1	0.00 AC.	2.12 AC.	2.12 AC.
TOTAL	1.22 AC.	9.50 AC.	10.72 AC.

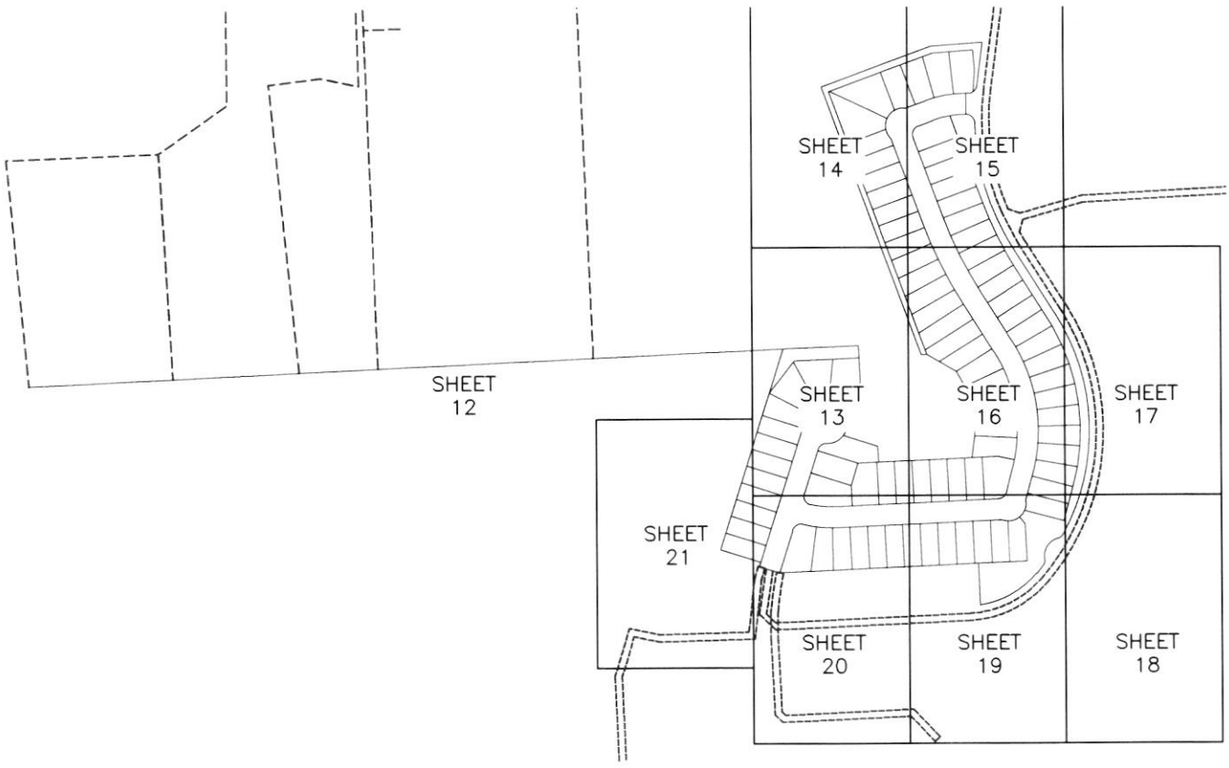
REQUIRED NEIGHBORHOOD PARKLAND
1 ACRE PER 54 LOTS @ 800 LOTS = 14.8

1) 50% MINIMUM (7.4 ACRES) SHALL BE POCKET
PARK/COMMUNITY PARK/ TRAILS AROUND DETENTION PONDS.
2) REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE
(LANDSCAPE BUFFERS, OPEN SPACE, DETENTION AREAS).

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CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	88.03'	80.34'	S 04°15'41" E	84°03'41"
C2	25.00'	36.53'	33.36'	S 49°18'54" W	83°42'57"
C3	330.00'	6.06'	6.06'	N 89°21'11" W	1°03'08"
C4	25.00'	38.80'	35.02'	S 45°24'50" E	88°55'50"
C5	680.00'	373.17'	368.50'	S 16°40'11" E	31°26'33"
C6	620.00'	660.59'	629.78'	S 01°52'04" E	61°02'48"
C7	25.00'	20.12'	19.58'	S 51°42'40" W	46°06'39"
C8	51.00'	73.48'	67.29'	S 33°29'22" W	82°33'15"
C9	25.00'	20.12'	19.58'	S 15°16'04" W	46°06'39"
C10	620.00'	28.36'	28.35'	S 39°38'00" W	2°37'14"
C11	270.00'	187.64'	183.89'	S 60°51'10" W	39°49'06"
C12	300.00'	106.92'	106.35'	S 79°54'39" W	20°25'11"
C13	50.00'	78.54'	70.71'	S 24°42'03" W	90°00'00"
C14	1200.00'	253.26'	252.79'	S 26°20'42" E	12°05'31"
C15	445.00'	368.50'	358.06'	S 08°40'06" E	47°26'44"
C16	50.00'	63.12'	59.01'	S 51°13'13" W	72°19'54"
C17	300.00'	105.87'	105.32'	N 82°30'14" W	20°13'13"
C18	330.00'	117.61'	116.99'	S 79°54'39" W	20°25'11"
C19	25.00'	9.18'	9.13'	S 80°13'14" W	21°02'22"
C20	50.00'	115.26'	91.38'	S 24°42'03" W	132°04'44"
C21	25.00'	9.18'	9.13'	S 30°49'08" E	21°02'22"
C22	1230.00'	259.59'	259.11'	S 26°20'42" E	12°05'31"
C23	415.00'	343.65'	333.92'	S 08°40'06" E	47°26'44"
C24	25.00'	31.56'	29.51'	S 51°13'13" W	72°19'54"
C25	270.00'	70.36'	70.16'	N 85°08'54" W	14°55'52"
C26	25.00'	41.58'	36.95'	N 30°02'18" W	95°17'21"
C27	25.00'	31.81'	29.70'	N 54°03'15" E	72°53'43"
C28	60.00'	264.83'	96.53'	N 35°56'45" W	252°53'43"
C29	25.00'	37.68'	34.21'	N 60°46'57" E	86°21'09"
C30	330.00'	95.45'	95.12'	S 84°19'39" E	16°34'22"
C31	25.00'	9.28'	9.23'	S 81°58'33" E	21°16'35"
C32	50.00'	100.14'	84.22'	N 51°17'12" E	114°45'06"
C33	25.00'	9.23'	9.17'	N 04°28'57" E	21°08'37"
C34	475.00'	393.34'	382.20'	N 08°40'06" W	47°26'44"
C35	1170.00'	246.92'	246.47'	N 26°20'42" W	12°05'31"
C36	25.00'	39.27'	35.36'	N 24°42'03" E	90°00'00"
C37	270.00'	96.23'	95.72'	N 79°54'39" E	20°25'11"



JUNE, 2026

SHEET 10 OF 21

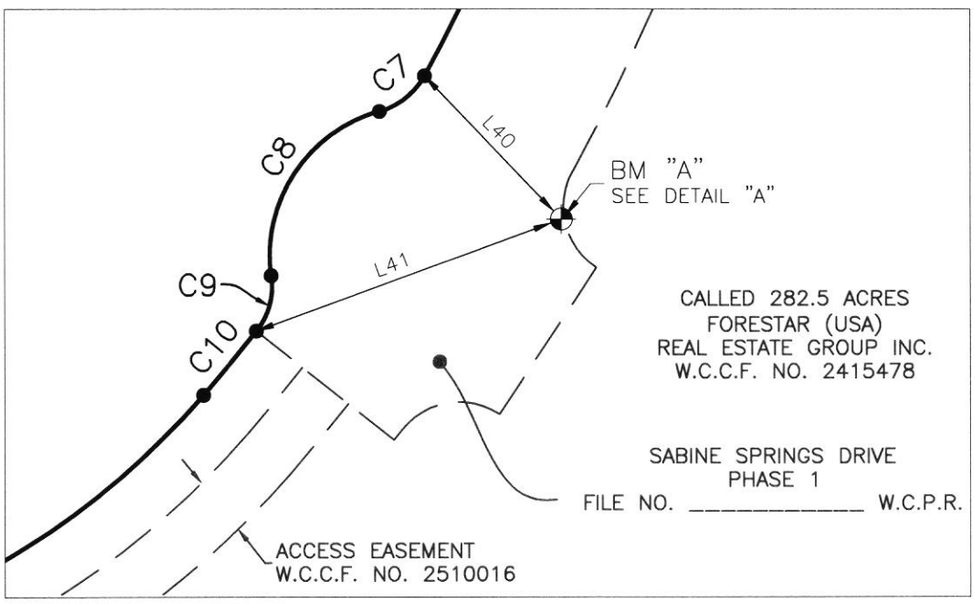
OWNER:
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

FINAL PLAT OF SABINE SPRINGS SECTION 1

EHRA
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HOUSTON, TEXAS 77042
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EHRA.TEAM
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FIRM No. F-726
FIRM No. 10092300

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 43°42'29" W	80.44'
L2	S 02°36'50" E	45.59'
L3	N 08°05'28" E	63.12'
L4	N 01°38'34" W	48.36'
L5	N 11°02'46" W	48.36'
L6	N 20°26'58" W	48.36'
L7	N 29°37'30" W	48.74'
L8	S 87°23'10" W	15.74'
L9	S 00°07'15" W	60.00'
L10	N 72°23'37" W	60.00'
L11	N 17°36'23" E	12.26'
L12	S 69°42'03" W	49.35'
L13	S 15°03'16" W	74.82'
L14	N 72°23'37" W	32.42'
L15	S 65°17'57" E	0.50'
L16	N 72°23'37" W	30.00'
L17	N 38°42'34" W	6.55'
L18	N 03°33'43" E	61.18'
L19	N 03°50'18" W	57.43'
L20	S 20°19'44" E	49.93'
L21	S 22°03'15" E	49.53'
L22	S 24°45'26" E	49.53'
L23	S 27°27'36" E	49.53'
L24	S 30°09'46" E	49.53'
L25	S 32°14'59" E	49.85'
L26	S 31°48'19" E	54.10'
L27	S 27°03'17" E	59.50'
L28	S 21°19'21" E	59.50'
L29	S 15°35'26" E	59.50'
L30	S 09°51'31" E	59.50'
L31	S 04°07'36" E	59.50'
L32	S 01°36'19" W	59.50'
L33	S 07°20'14" W	59.50'
L34	S 12°56'59" W	58.04'
L35	S 39°46'59" E	24.90'
L36	N 02°36'50" W	58.46'
L37	N 17°36'23" E	65.58'
L38	S 78°13'43" E	47.99'
L39	S 15°03'16" W	100.00'
L40	S 43°41'33" E	67.70'
L41	N 69°54'33" E	111.18'



DETAIL "A"

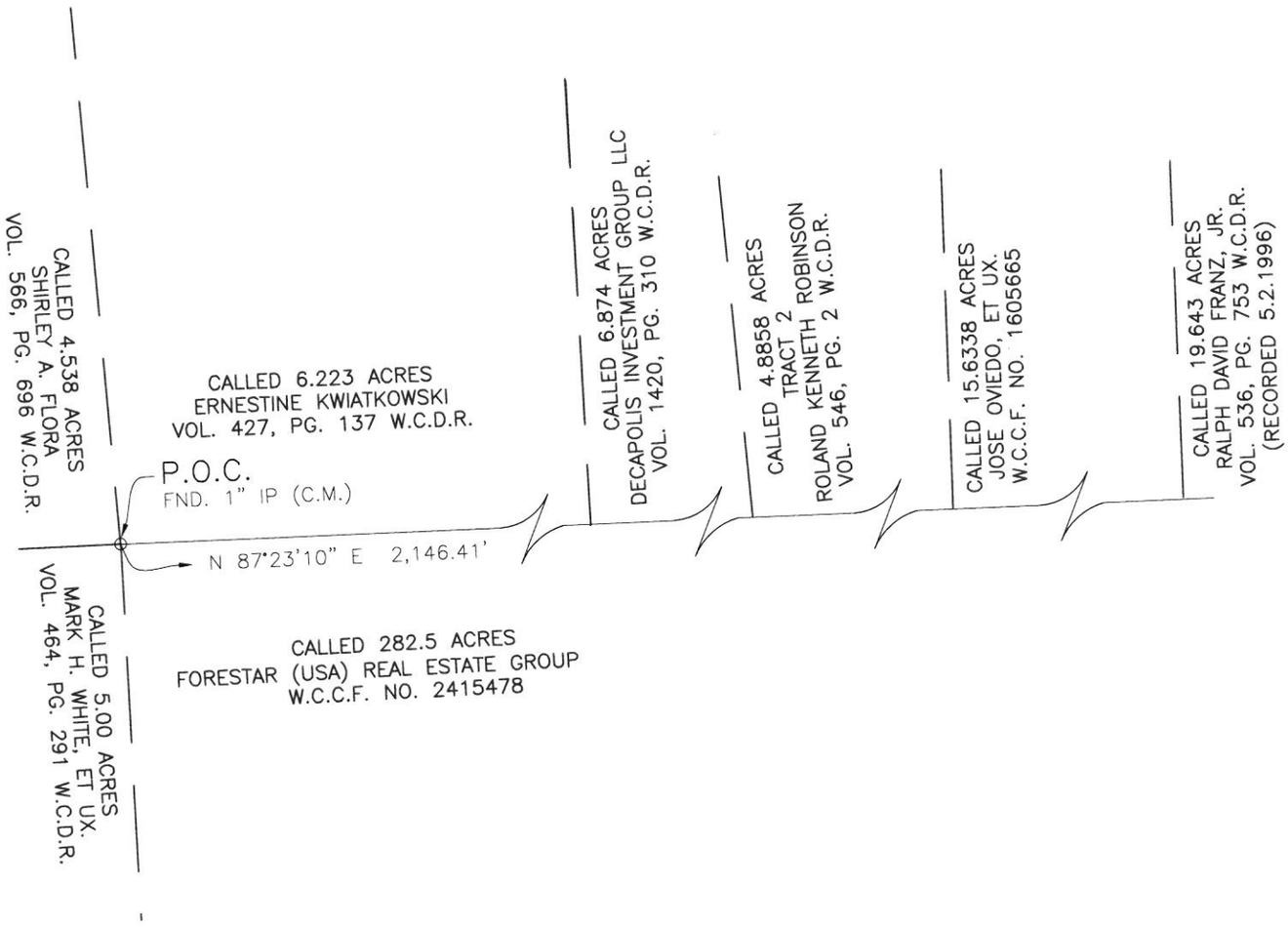
BENCHMARK "A" (BM "A")

SCALE: 1"=60'

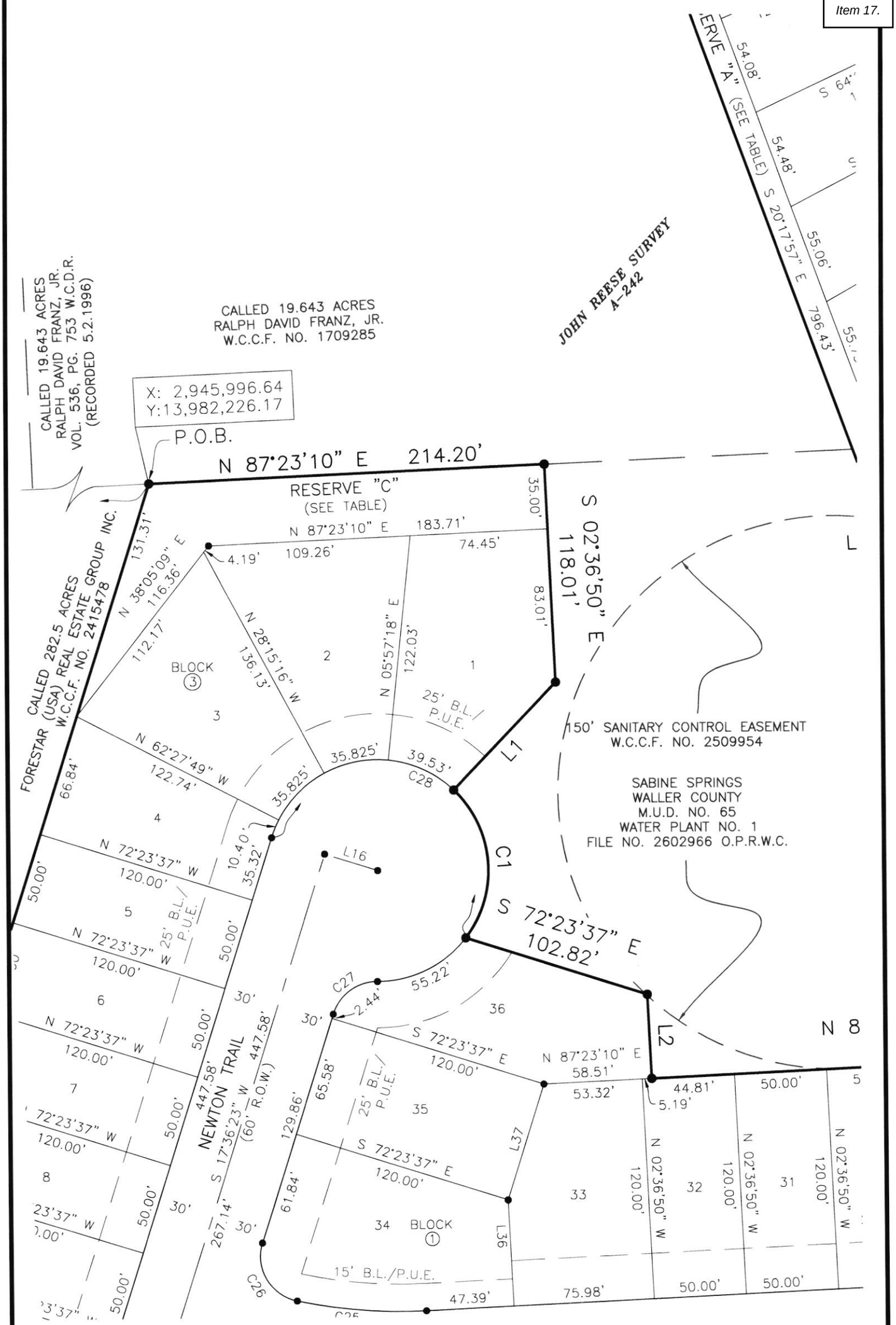
A 5/8" BLUE CAPPED IRON ROD
STAMPED "E.H.R.A. T.P."
ELEV.=302.13' (NAVD88 – GEOID18)

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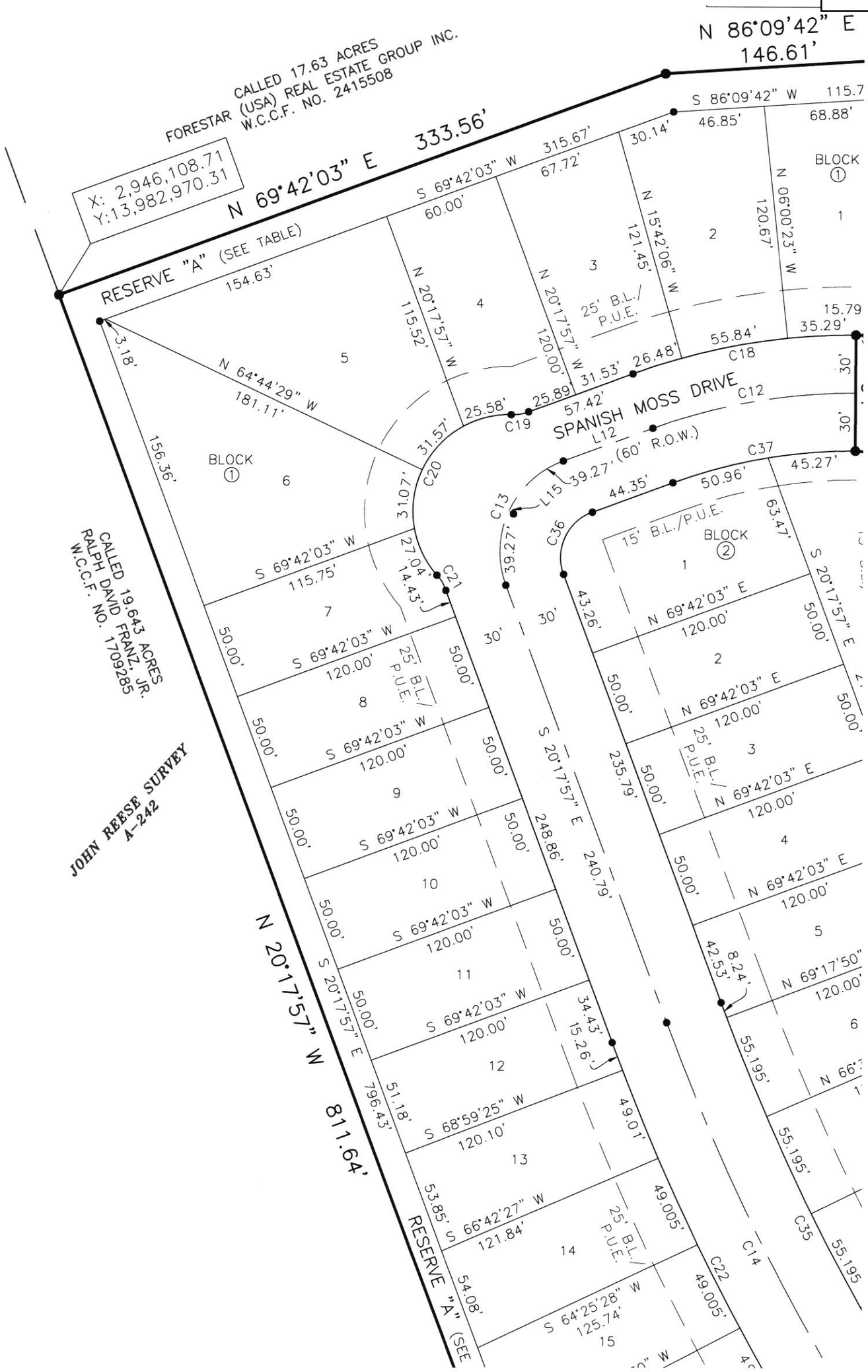
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FIRM No. F-726
FIRM No. 10092300



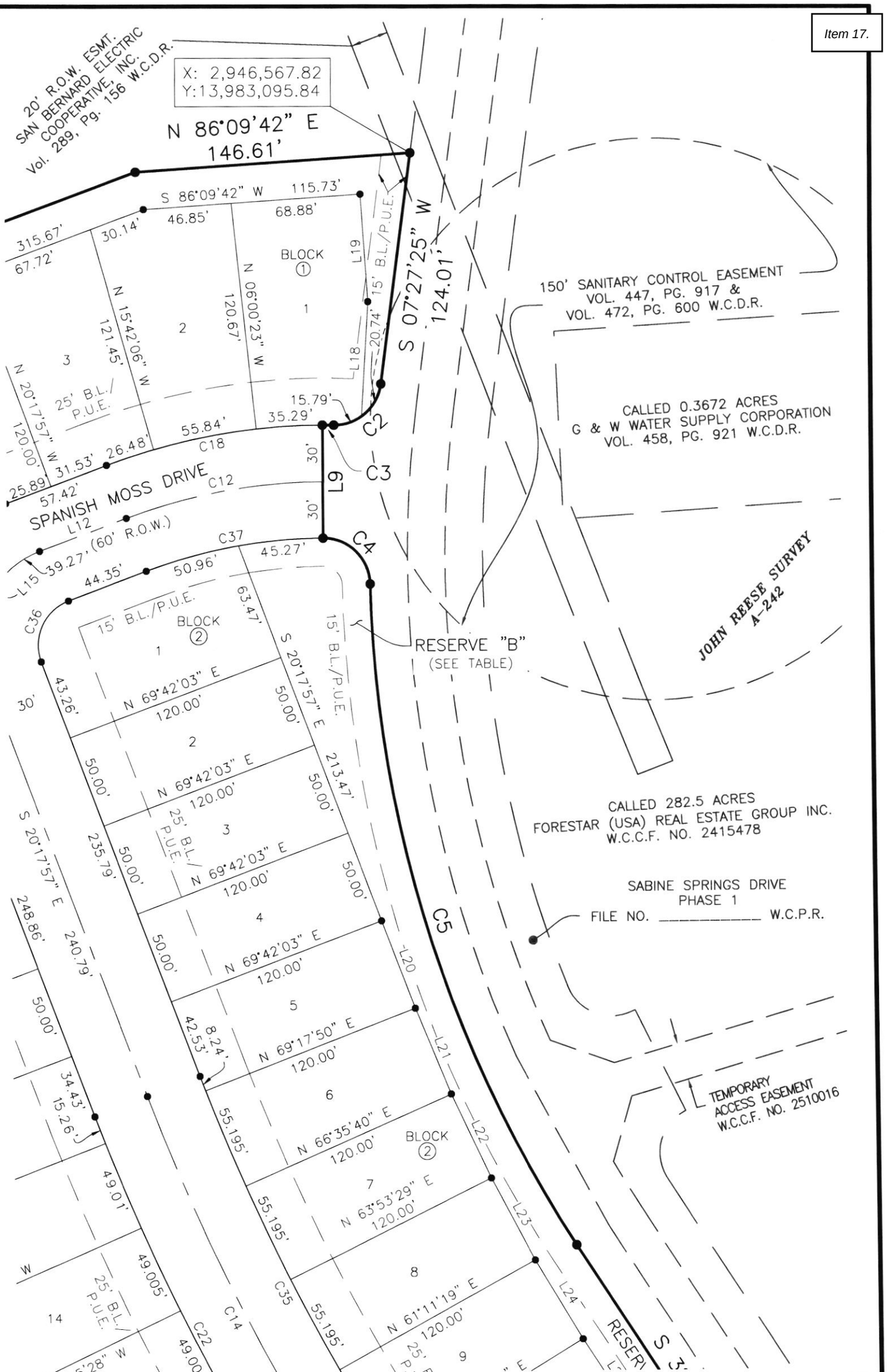
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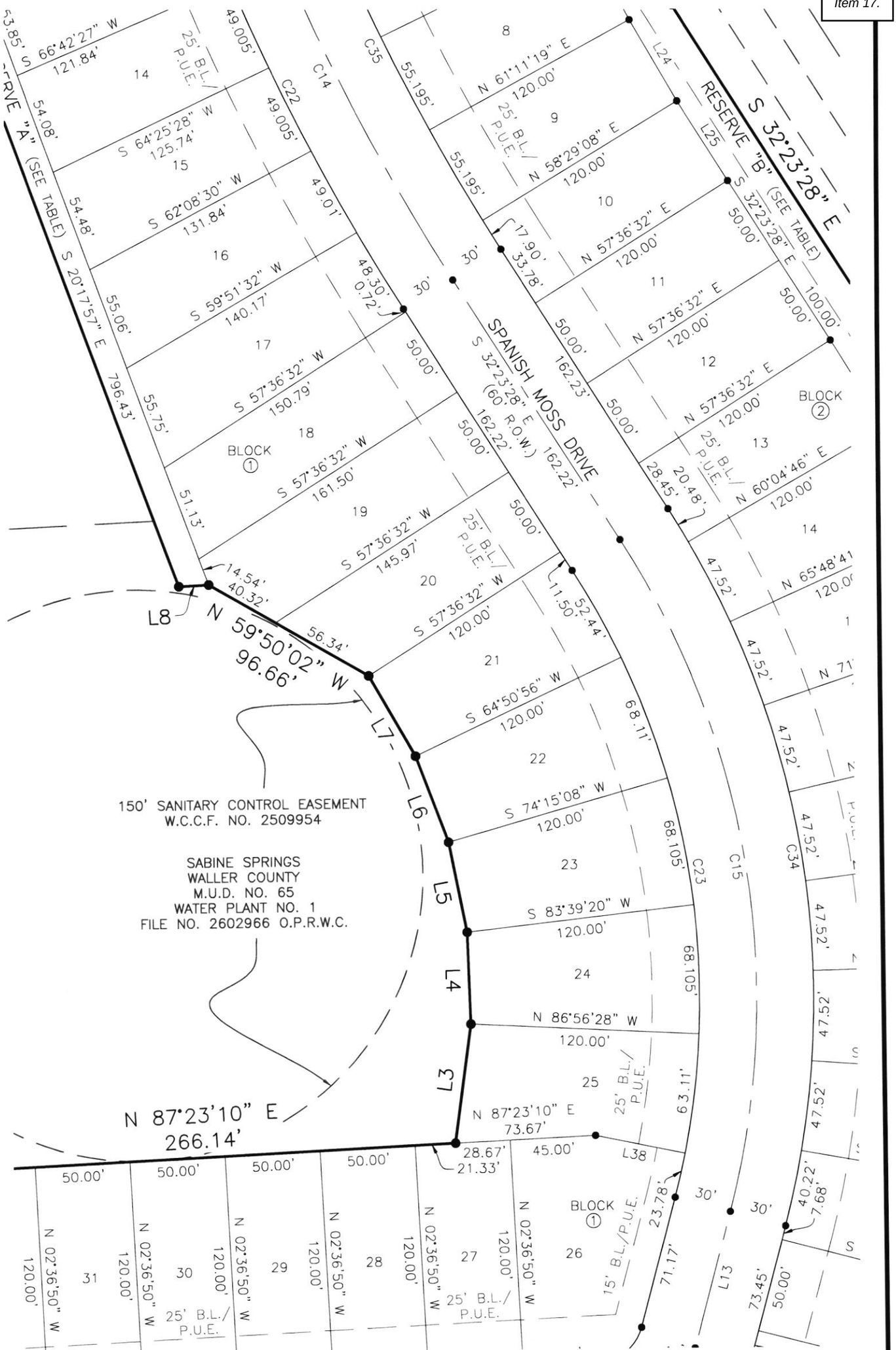
JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 13 OF 21			



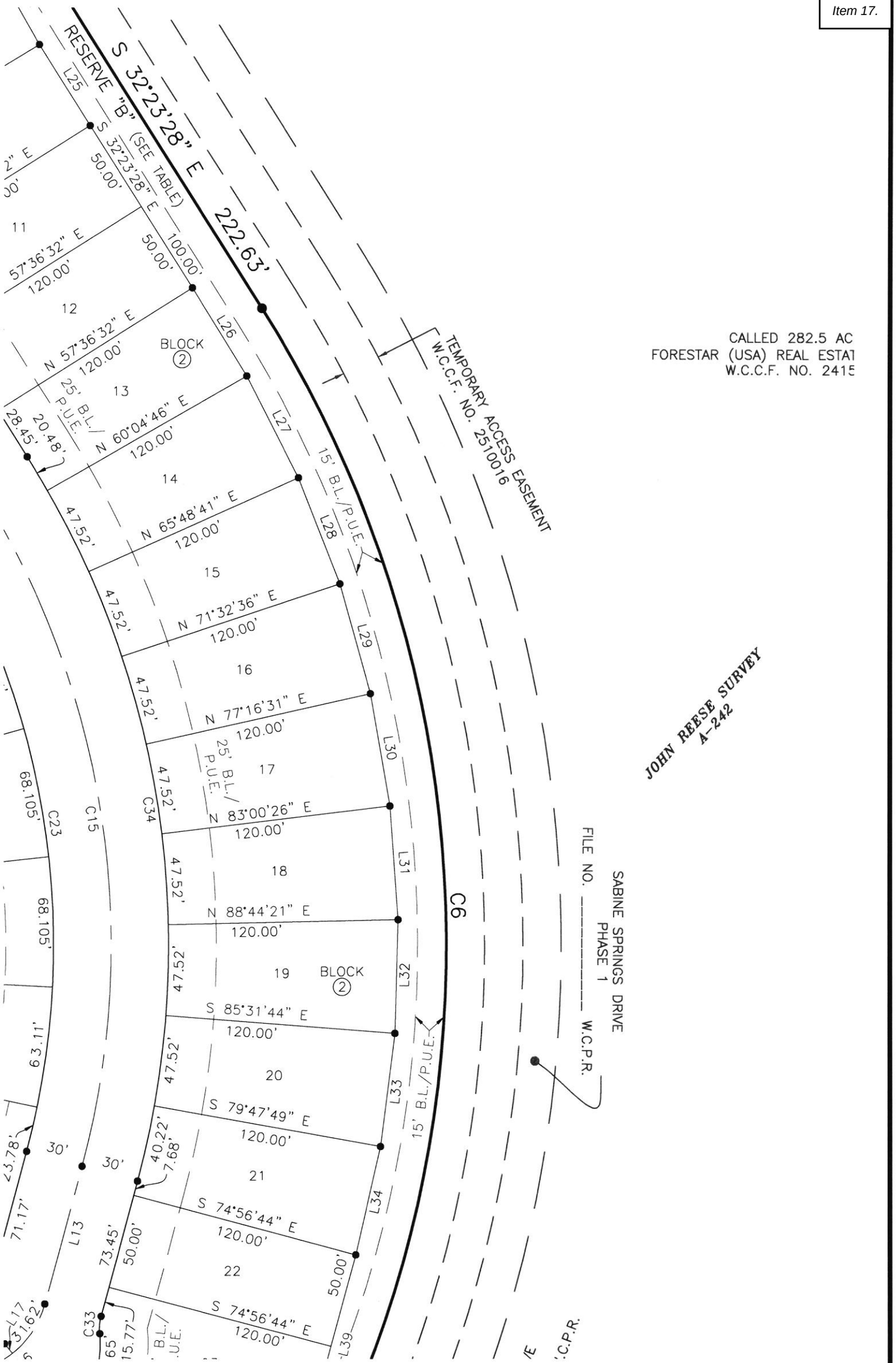
JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 14 OF 21			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300



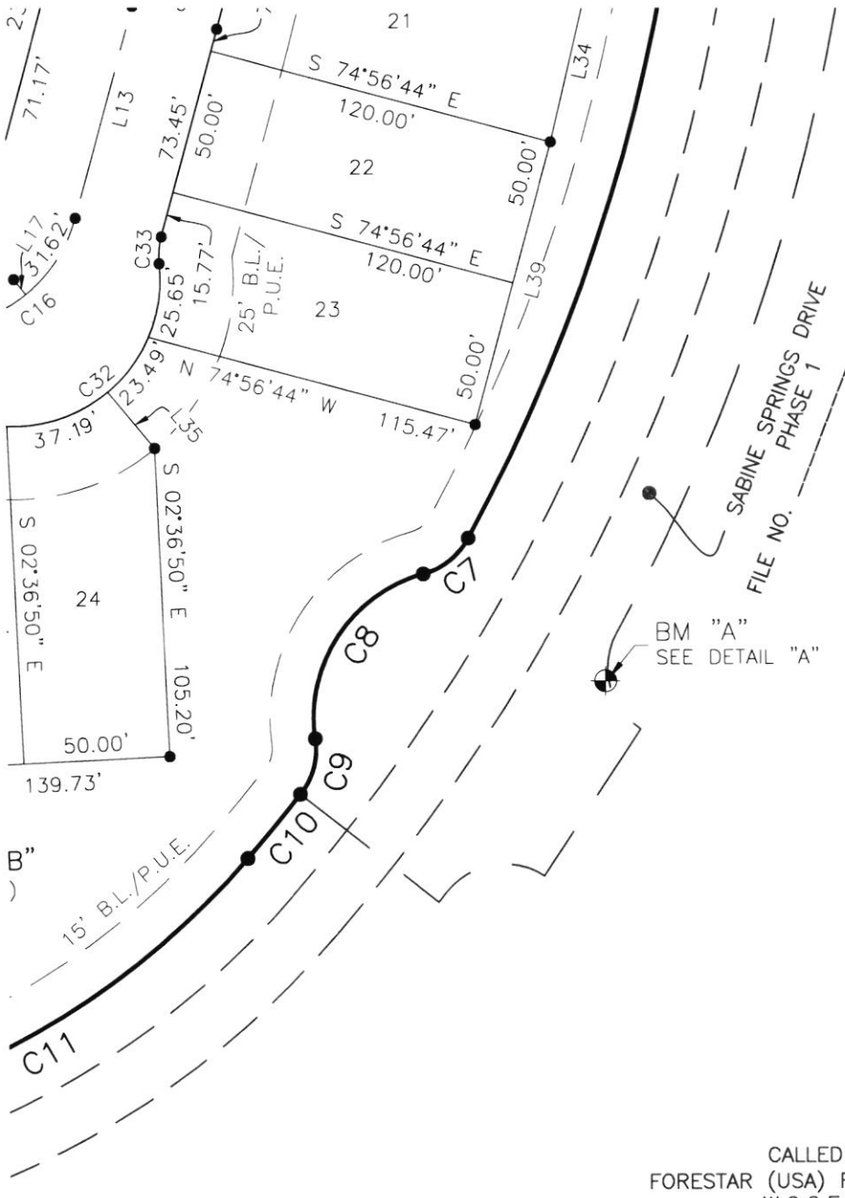
JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936
			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 15 OF 21			



JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 16 OF 21			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300

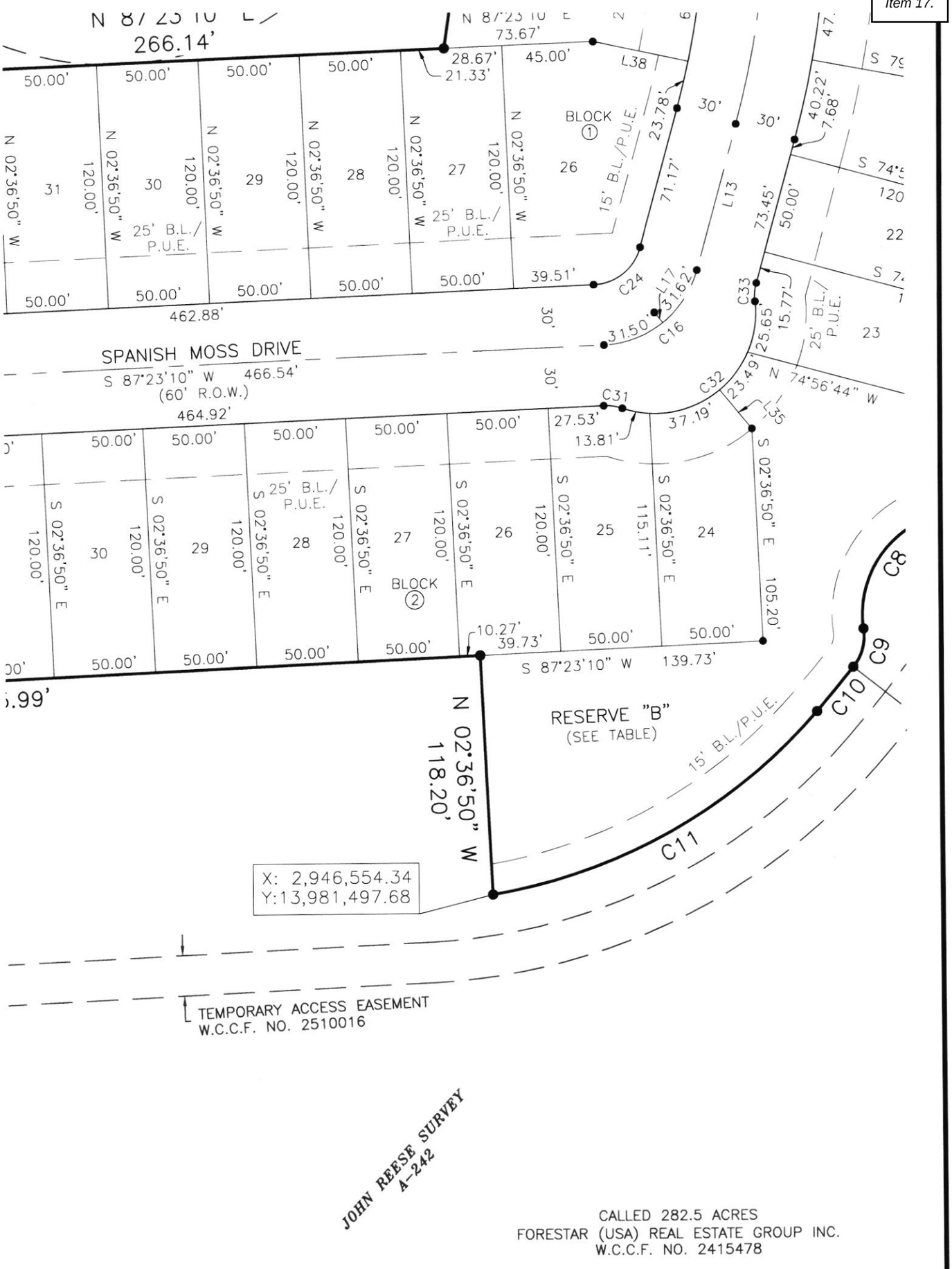


JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 17 OF 21			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300

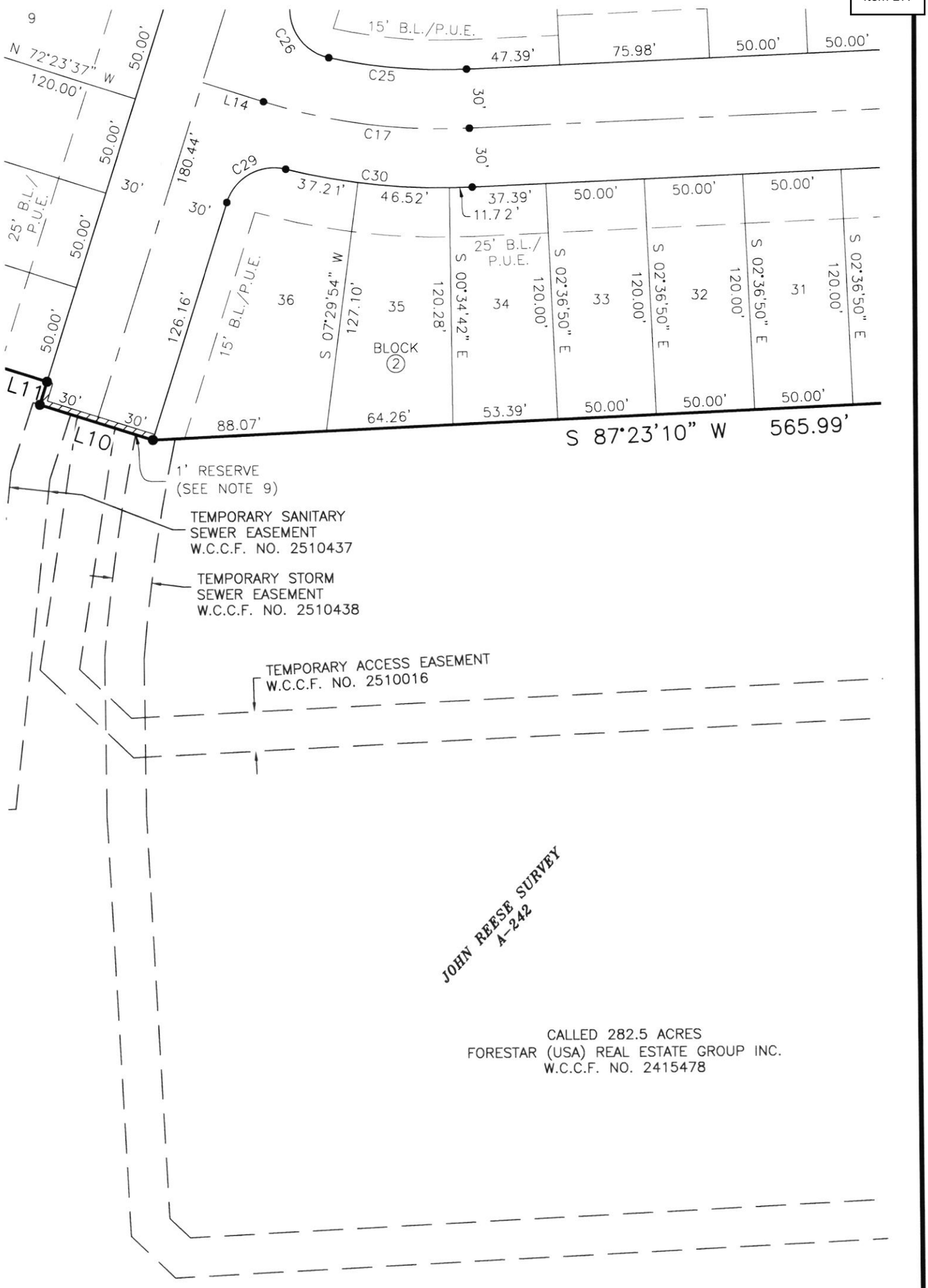


282.5 ACRES
:EAL ESTATE GROUP INC.
NO. 2415478

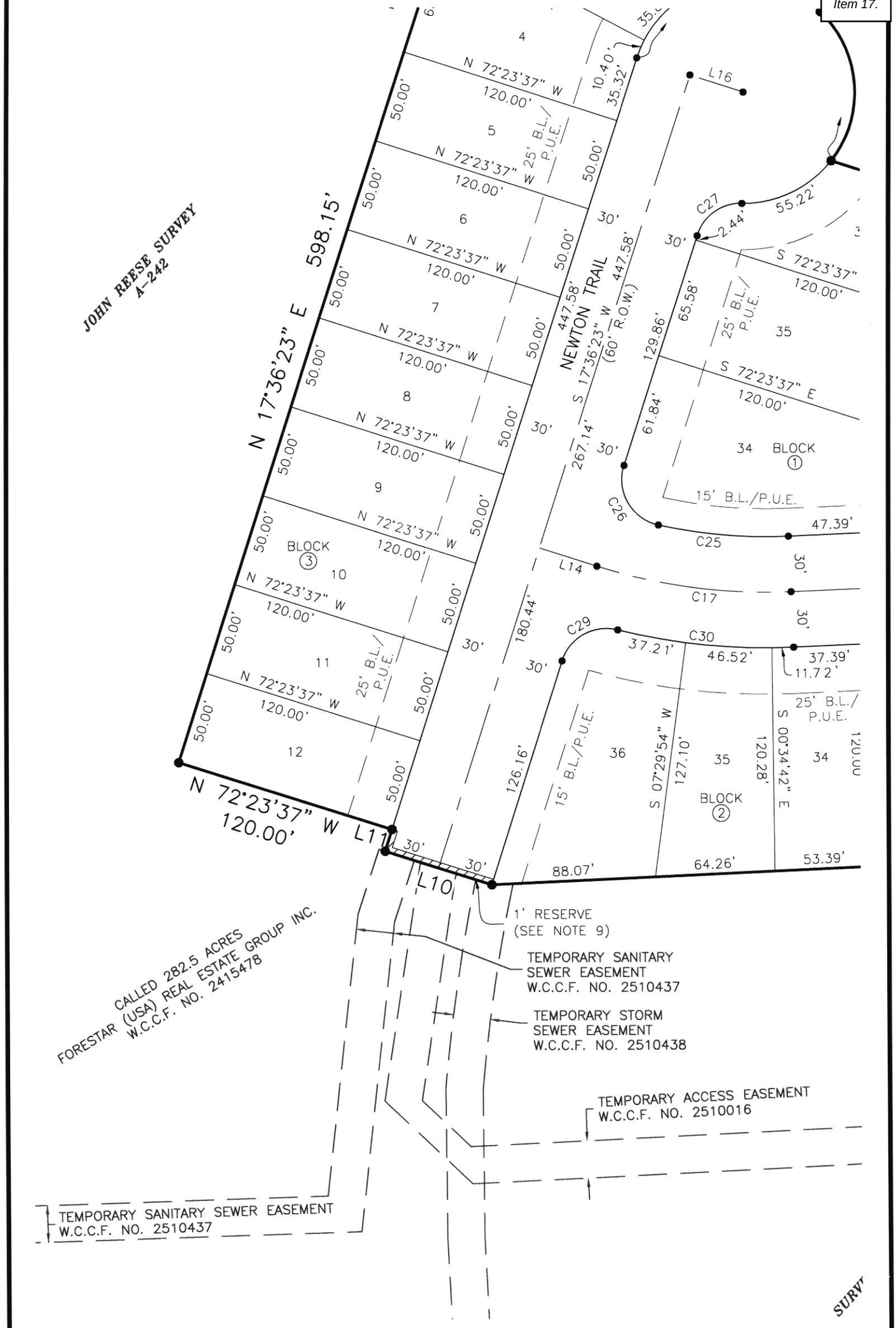
JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 18 OF 21			



JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 19 OF 21			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300



JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 20 OF 21			



JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS SECTION 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 21 OF 21			

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sabine Springs Drive Phase 1

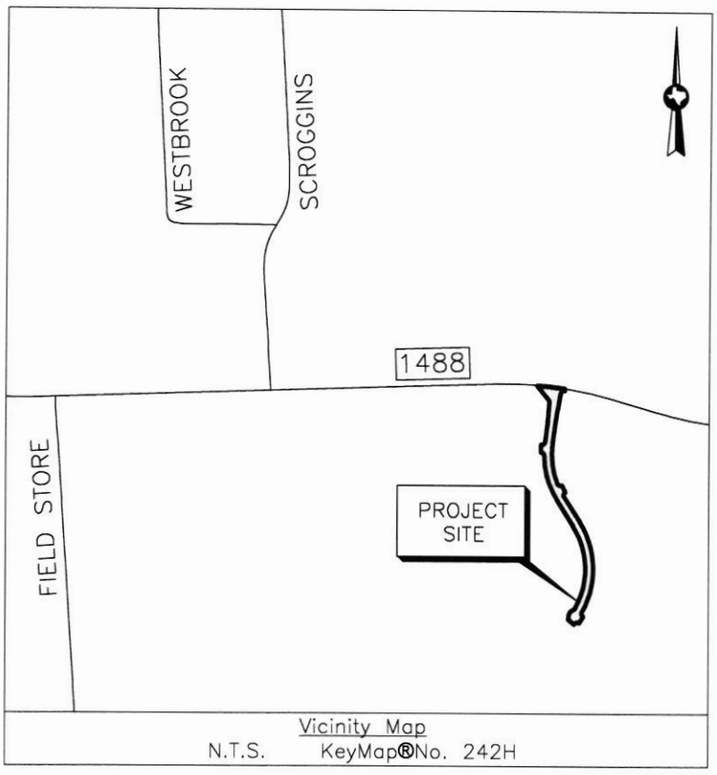
Date: October 28, 2026

Background

Final Plat of Sabine Springs Drive Phase 1 which consists of 2.968 acres will include 1 Block, and 1 Reserve in Precinct 2.

Staff Recommendation

Approve Plat and accept Subdivision Bond



Vicinity Map
N.T.S. KeyMap® No. 242H

FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1

BEING A SUBDIVISION OF 2.968 ACRES OUT OF
THE JOHN REESE SURVEY, A-242,
WALLER COUNTY, TEXAS.

1 BLOCK 1 RESERVE

OWNER

FORESTAR (USA) REAL ESTATE GROUP INC., A
DELAWARE CORPORATION
2001 TIMBERLOCH PLACE, SUITE 325,
SPRING, TEXAS 77380
713-457-1690

JUNE, 2026

EHRA
ENGINEERING THE FUTURE SINCE 1936

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FIRM No. F-726
FIRM No. 10092300

STATE OF TEXAS §

COUNTY OF WALLER §

We, Forestar (USA) Real Estate Group Inc., a Delaware corporation owner (or owners) of the property subdivided in the above map of the Sabine Springs Drive Phase 1, make subdivision of the property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown, and dedicate to the public, the streets, alleys, parks and easements shown, forever, and waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to the grades, and bind ourselves, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

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

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

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

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

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

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

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

WITNESS our hand in Waller County, Texas, this 7TH day of JULY, 2026.

OWNER
Forestar (USA) Real Estate Group Inc., a Delaware corporation

BY: _____
Colin Daly, Development Director
Forestar (USA) Real Estate Group Inc., a Delaware corporation

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Colin Daly, Development Director of Forestar (USA) Real Estate Group Inc., a Delaware corporation, 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 7TH day of JULY, 2026.

_____
Notary Public in and for the State of Texas
My Commission expires: 11-14-2028

DAYNA INGLE
Notary Public, State of Texas
Comm. Expires 11-14-2028
Notary ID 135169001

JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 2 OF 16			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300

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

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

_____
Date

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

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

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

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

By:_____
Deputy

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

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This is to certify that I, Kevin M. Reidy, 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 is known to lie within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No Portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) floodplain as delineated on Waller County Community Panel No. 48473C0075E, dated February 18, 2009.

No Portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community Panel No. 48473C0075E, dated February 18, 2009.

Kevin M. Reidy,
Registered Professional Land Surveyor
Texas Registration No. 6450

7-6-26

STATE OF TEXAS
REGISTERED
KEVIN M. REIDY
6450
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Kevin M. Reidy, 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 6th day of July, 2026.

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

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

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

Joshua M. Campbell, P.E.
Licensed Professional Engineer
Texas License No. 136406

STATE OF TEXAS
JOSHUA MARK CAMPBELL
136406
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS)

COUNTY OF HARRIS)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of July, 2026.

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

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

NOTES:

(1) B.L. indicates Building Line
C.I.P. indicates Capped Iron Pipe
ESMT. indicates Easement
FND indicates Found
I.R. indicates Iron Rod
M.U.D. indicates Municipal Utility District
N.T.S. indicates Not To Scale
PG. indicates Page
P.O.B. indicates Point Of Beginning
P.O.C. indicates Point Of Commencing
R.O.W. indicates Right-Of-Way
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 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 = 0.999956892874.

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

(5) According to City Planning Letter issued by Old Republic National Title Insurance Company with GF# TXA372046 on July 6, 2026, there are no pipeline easements within the boundaries of this plat.

(6) 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.

(7) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0075E, dated February 18, 2009, the subject property appears to be within Unshaded Zone "X"; defined as areas outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ and Associates, Inc.

(8) The property subdivided in the foregoing plat lies in Waller County, Waller County M.U.D. No. 65 and Waller Independent School District.

(9) One-foot reserve dedicated to the public in fee as a buffer separation between the side and end of streets where such streets abut adjacent property. The condition of such dedication being than when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.

(10) A subdivision variance has been approved to allow a minimum lot width of 45 feet by Waller County Commissioners Court on October 2, 2024.

(11) A subdivision variance has been approved to allow a minimum right-of-way width of 60 feet for a collector street by Waller County Commissioners Court of October 2, 2024.

(12) A subdivision variance has been approved to allow cul-de-sacs to have a right-of-way radius of 60 feet and a pavement radius of 50 feet by Waller County Commissioners Court on October 2, 2024.

(13) A subdivision variance has been approved to allow a minimum centerline radius of a local street of 300 feet with a minimum tangent of 50 feet between reverse curves by Waller County Commissioners Court on October 2, 2024.

(14) A subdivision variance has been approved to allow a minimum centerline radius for a collector street of 650 feet with a minimum tangent of 150 feet between reverse curves by Waller County Commissioners Court on October 2, 2024.

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FIRM No. 10092300

OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

(8) The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Forestar (USA) Real Estate Group Inc., A Delaware Corporation, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.

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

(A) the water quality and connections to the lots meet, or will meet, the minimum state standards;
(B) sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
(C) electrical connections provided to the lot meet, or will meet, the minimum state standards; and
(D) gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.

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SAN BERNARD ELECTRIC COOPERATIVE, INC.

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') wide 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 (unless otherwise noted).

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.

METES AND BOUNDS DESCRIPTION
BEING 2.968 ACRES
IN THE JOHN REESE SURVEY, ABSTRACT NO. 242
WALLER COUNTY, TEXAS

A 2.968 ACRE TRACT OF LAND IN THE JOHN REESE SURVEY, ABSTRACT NO. 242 WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC. AS DESCRIBED BY DOCUMENTS RECORDED UNDER WALLER COUNTY CLERK'S FILE NUMBER (W.C.C.F. NO.) 2415478 (CALLED 282.5 ACRES) AND W.C.C.F. NO. 2415508 (CALLED 17.63 ACRES), THE SAID 2.968 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch iron rod found marking the northeast corner of a called 19.643 acre tract of land, conveyed to Ralph David Franz Jr., as described and recorded under W.C.C.F. No. 1709285, and the northwest corner of said 17.63 acre tract;

THENCE, North 87°40'06" East, along the north line of said 17.63 acre tract, for a distance of 366.23 feet to a 5/8-inch iron rod found marking the beginning of a curve to the right;

THENCE, in an easterly direction, continuing along said north line and said curve to the right, having a radius of 1,859.88 feet, a central angle of 08°29'51" (chord bears South 88°04'59" East, 275.59 feet), and an arc distance of 275.84 feet, to the northwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE, in an easterly direction, continuing along said common line and curve to the right, having a radius of 1,859.88 feet, a central angle of 03°19'57" (chord bears South 82°10'05" East, 108.16 feet), and an arc distance of 108.17 feet, to the northeast corner of the herein described tract of land;

THENCE, over and across said 17.63 acre tract and said 282.5 acre tract, the following thirty-seven (37) courses and distances;

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1. South 09°29'53" West, a distance of 15.00 feet to the beginning of a non-tangent curve to the left;

2. In a southwesterly direction, along said non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 92°02'28" (chord bears South 53°28'39" West, 35.98 feet), and an arc distance of 40.16 feet, to a point for tangency;

3. South 07°27'25" West, a distance of 10.80 feet to the beginning of a curve to the right;

4. In a southerly direction, along said curve to the right, having a radius of 1,000.00 feet, a central angle of 04°10'01" (chord bears South 09°32'26" West, 72.71 feet), and an arc distance of 72.73 feet, to a point for tangency;

5. South 11°37'26" West, a distance of 64.86 feet to the beginning of a curve to the left;

6. In a southerly direction, along said curve to the left, having a radius of 1,000.00 feet, a central angle of 04°10'01" (chord bears South 09°32'26" West, 72.71 feet), and an arc distance of 72.73 feet, to a point for tangency;

7. South 07°27'25" West, a distance of 169.32 feet to the beginning of a curve to the left;

8. In a southerly direction, along said curve to the left, having a radius of 620.00 feet, a central angle of 28°55'06" (chord bears South 07°00'08" East, 309.62 feet), and an arc distance of 312.93 feet, to the beginning of a compound curve to the left;

9. In a easterly direction, along said compound curve to the left, having a radius of 25.00 feet, a central angle of 94°41'27" (chord bears South 68°48'26" East, 36.77 feet), and an arc distance of 41.32 feet, to a point for tangency;

10. North 63°56'37" East, a distance of 1.45 feet to a point for corner;

11. South 25°57'34" East, a distance of 60.00 feet to a point for corner in the arc of a non-tangent curve to the left;

12. In a southerly direction, along said non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 94°30'35" (chord bears South 16°47'08" West, 36.72 feet), and an arc distance of 41.24 feet, to the beginning of a compound curve to the left;

13. In a southeasterly direction, along said compound curve to the left, having a radius of 620.00 feet, a central angle of 00°23'09" (chord bears South 32°11'53" East, 4.18 feet), and an arc distance of 4.18 feet, to a point for tangency;

14. South 32°23'28" East, a distance of 222.63 feet to the beginning of a curve to the right;

15. In a southerly direction, along said curve to the right, having a radius of 680.00 feet, a central angle of 61°24'22" (chord bears South 01°41'17" East, 694.40 feet), and an arc distance of 728.78 feet, to the beginning of a reverse curve to the left;

16. In a southerly direction, along said reverse curve to the left, having a radius of 25.00 feet, a central angle of 85°31'32" (chord bears South 13°44'52" East, 33.95 feet), and an arc distance of 37.32 feet, to a point for corner;

17. South 33°29'22" West, a distance of 60.00 feet to a point for corner in the arc of a non-tangent curve to the left;

18. in a westerly direction, along said non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 85°31'32" (chord bears South 80°43'36" West, 33.95 feet), and an arc distance of 37.32 feet, to the beginning of a reverse curve to the right;

19. in a southerly direction, along said reverse curve to the right, having a radius of 680.00 feet, a central angle of 00°21'33" (chord bears South 38°08'36" West, 4.26 feet), and an arc distance of 4.26 feet, to a point for corner;

20. North 51°40'37" West, a distance of 60.00 feet to a point for corner in the arc of a non-tangent curve to the left;

21. In a northerly direction, along said non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 46°06'39" (chord bears North 15°16'04" East, 19.58 feet), and an arc distance of 20.12 feet, to the beginning of a reverse curve to the right;

22. In a northeasterly direction, along said reverse curve to the right, having a radius of 51.00 feet, a central angle of 82°33'15" (chord bears North 33°29'22" East, 67.29 feet), and an arc distance of 73.48 feet, to the beginning of a reverse curve to the left;

23. In a northeasterly direction, along said reverse curve to the left, having a radius of 25.00 feet, a central angle of 46°06'39" (chord bears North 51°42'40" East, 19.58 feet), and an arc distance of 20.12 feet, to the beginning of a compound curve to the left;

24. In a northerly direction, along said compound curve to the left, having a radius of 620.00 feet, a central angle of 61°02'48" (chord bears North 01°52'04" West, 629.78 feet), and an arc distance of 660.59 feet, to a point for tangency;

25. North 32°23'28" West, a distance of 222.63 feet to the beginning of a curve to the right;

26. In a northerly direction, along said curve to the right, having a radius of 680.00 feet, a central angle of 31°26'33" (chord bears North 16°40'11" West, 368.50 feet), and an arc distance of 373.17 feet, to the beginning of a reverse curve to the left;

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27. In a northwesterly direction, along said reverse curve to the left, having a radius of 25.00 feet, a central angle of 88°55'50" (chord bears North 45°24'50" West, 35.02 feet), and an arc distance of 38.80 feet, to a point for corner;

28. North 00°07'15" East, a distance of 60.00 feet to a point for corner in the arc of a non-tangent curve to the right;

29. In a easterly direction, along said non-tangent curve to the right, having a radius of 330.00 feet, a central angle of 01°03'08" (chord bears South 89°21'11" East, 6.06 feet), and an arc distance of 6.06 feet, to the beginning of a reverse curve to the left;

30. In a northeasterly direction, along said reverse curve to the left, having a radius of 25.00 feet, a central angle of 83°42'57" (chord bears North 49°18'54" East, 33.36 feet), and an arc distance of 36.53 feet, to a point for tangency;

31. North 07°27'25" East, a distance of 162.51 feet to the beginning of a curve to the left;

32. In a northerly direction, along said curve to the left, having a radius of 1,000.00 feet, a central angle of 04°10'01" (chord bears North 05°22'25" East, 72.71 feet), and an arc distance of 72.73 feet, to a point for tangency;

33. North 03°17'24" East, a distance of 64.86 feet to the beginning of a curve to the right;

34. In a northerly direction, along said curve to the right, having a radius of 1,000.00 feet, a central angle of 00°55'41" (chord bears North 03°45'15" East, 16.20 feet), and an arc distance of 16.20 feet, to an interior angle point of the herein described tract of land;

35. North 38°36'19" West, a distance of 132.04 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for the beginning of a non-tangent curve to the right;

36. In a southeasterly direction, along said curve to the right, having a radius of 1,847.88 feet, a central angle of 02°51'33" (chord bears South 85°15'41" East, 92.20 feet), and an arc distance of 92.21 feet, to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for an interior angle point of the herein described tract of land;

37. North 05°47'46" East, a distance of 12.00 feet to the POINT OF BEGINNING and containing 2.968 acres;

PARKLAND TABLE

PLAT	PARKS / TRAILS	OPEN SPACE	TOTAL
SABINE SPRINGS DRIVE PHASE 1	0.00 AC.	0.10 AC.	0.10 AC.
SABINE SPRINGS DETENTION RESERVE 'A'	0.00 AC.	5.08 AC.	5.08 AC.
SABINE SPRINGS DETENTION RESERVE 'B' PHASE 1	1.22 AC.	2.20 AC.	3.42 AC.
SABINE SPRINGS SECTION 1	0.00 AC.	2.12 AC.	2.12 AC.
TOTAL	1.22 AC.	9.50 AC.	10.72 AC.

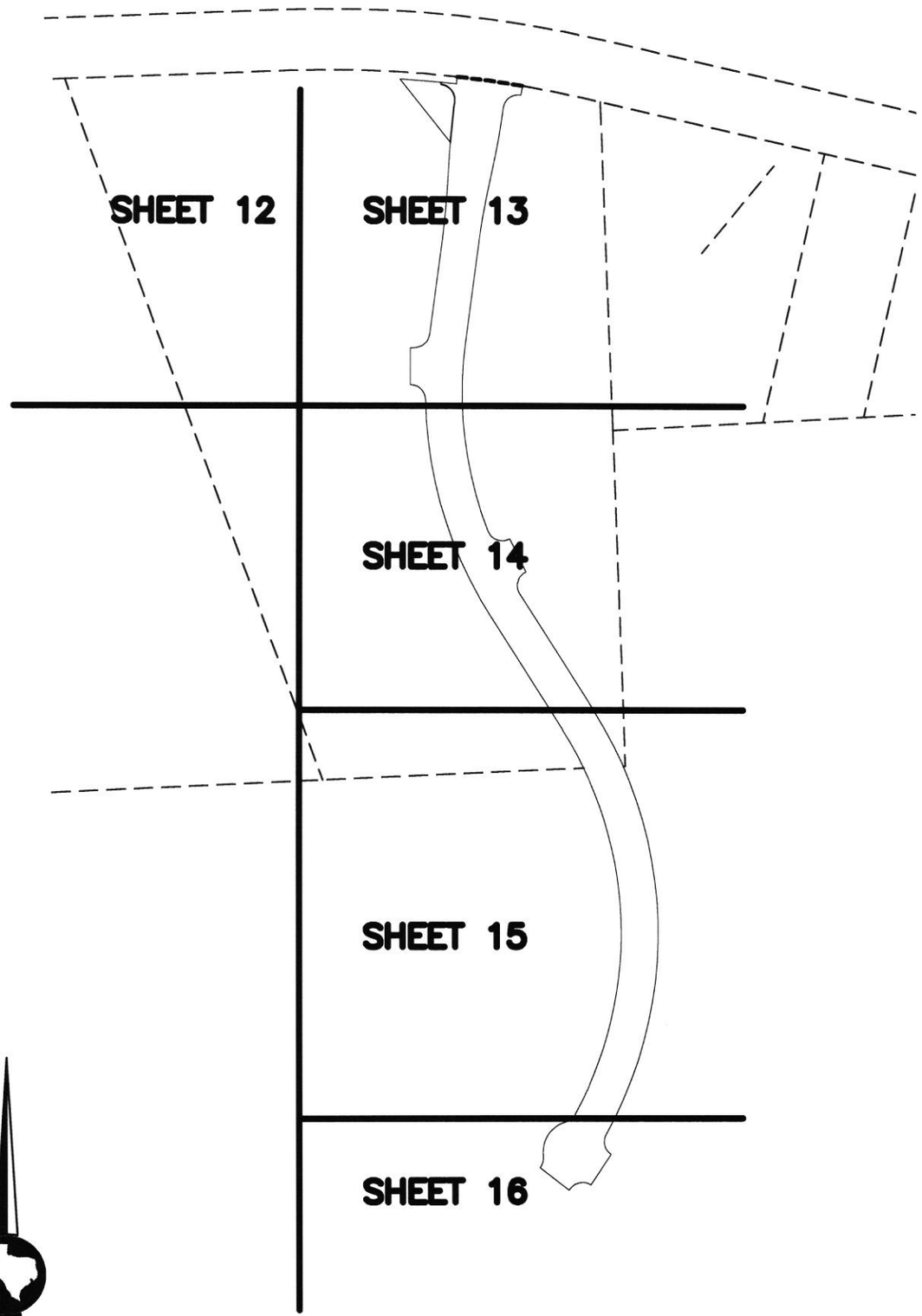
REQUIRED NEIGHBORHOOD PARKLAND
1 ACRE PER 54 LOTS @ 800 LOTS = 14.8

1) 50% MINIMUM (7.4 ACRES) SHALL BE POCKET PARK/COMMUNITY PARK/ TRAILS AROUND DETENTION PONDS.
2) REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE (LANDSCAPE BUFFERS, OPEN SPACE, DETENTION AREAS).

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
EHRA.TEAM
PLATTING@EHRA.TEAM
FIRM No. F-726
FIRM No. 10092300

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1,859.88'	108.17'	108.16'	S 82°10'05" E	3°19'57"
C2	25.00'	40.16'	35.98'	S 53°28'39" W	92°02'28"
C3	1000.00'	72.73'	72.71'	S 09°32'26" W	4°10'01"
C4	1000.00'	72.73'	72.71'	S 09°32'26" W	4°10'01"
C5	620.00'	312.93'	309.62'	S 07°00'08" E	28°55'06"
C6	25.00'	41.32'	36.77'	S 68°48'26" E	94°41'27"
C7	25.00'	41.24'	36.72'	S 16°47'08" W	94°30'35"
C8	620.00'	4.18'	4.18'	S 32°11'53" E	0°23'09"
C9	680.00'	728.78'	694.40'	S 01°41'17" E	61°24'22"
C10	25.00'	37.32'	33.95'	S 13°44'52" E	85°31'32"
C11	25.00'	37.32'	33.95'	S 80°43'36" W	85°31'32"
C12	25.00'	20.12'	19.58'	N 15°16'04" E	46°06'39"
C13	51.00'	73.48'	67.29'	N 33°29'22" E	82°33'15"
C14	25.00'	20.12'	19.58'	N 51°42'40" E	46°06'39"
C15	620.00'	660.59'	629.78'	N 01°52'04" W	61°02'48"
C16	680.00'	373.17'	368.50'	N 16°40'11" W	31°26'33"
C17	25.00'	38.80'	35.02'	N 45°24'50" W	88°55'50"
C18	330.00'	6.06'	6.06'	S 89°21'11" E	1°03'08"
C19	25.00'	36.53'	33.36'	N 49°18'54" E	83°42'57"
C20	1000.00'	72.73'	72.71'	N 05°22'25" E	4°10'01"
C21	1000.00'	16.20'	16.20'	N 03°45'15" E	0°55'41"
C22	1859.88'	275.84'	275.59'	S 88°04'59" E	8°29'51"
C23	650.00'	802.23'	752.27'	S 02°57'57" W	70°42'51"
C24	300.00'	18.02'	18.01'	N 88°09'31" W	3°26'28"
C25	400.00'	5.61'	5.61'	N 63°38'20" E	0°48'12"
C26	1000.00'	56.53'	56.52'	N 05°50'15" E	3°14'20"
C27	25.00'	40.17'	35.98'	N 38°34'09" W	92°03'09"
C28	1,847.88'	92.21'	92.20'	S 85°15'41" E	2°51'33"
C29	650.00'	452.06'	443.01'	S 12°28'01" E	39°50'53"
C30	680.00'	4.26'	4.26'	S 38°08'36" W	0°21'33"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 09°29'53" W	15.00'
L2	S 07°27'25" W	10.80'
L3	S 11°37'26" W	64.86'
L4	N 63°56'37" E	1.45'
L5	S 25°57'34" E	60.00'
L6	S 33°29'22" W	60.00'
L7	N 51°40'37" W	60.00'
L8	N 00°07'15" E	60.00'
L9	N 03°17'24" E	64.86'
L10	N 86°26'17" W	38.11'
L11	N 63°14'14" E	52.70'
L12	S 56°30'38" E	52.85'
L13	N 07°27'25" E	10.79'
L14	N 05°24'16" E	3.00'
L15	N 05°47'46" E	12.00'
L16	N 69°54'33" E	111.18'
L17	S 43°41'33" E	67.70'





0' 60'

SCALE: 1" = 60'

JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 11 OF 16			

CALLED 67.599 ACRES
WENDELL AND CYNTHIA BARTON LIVING TRUST
W.C.C.F. NO. 2304616

F.M. 1488
(R.O.W. WIDTH VARIES)
VOL. 137, PG. 626 W.C.D.R.
W.C.C.F. NO. 2608730

P.O.C.
FND. 5/8" IR

N 87°40'06" E 366.23'

(T)

FND. 5/8" IR

WATER LINE ESMT.
W.C.C.F. NO. 2415506

CALLED 17.63 ACRES
FORESTAR (USA)
REAL ESTATE GROUP INC.
W.C.C.F. NO. 2415508

JOHN REESE SURVEY
A-242

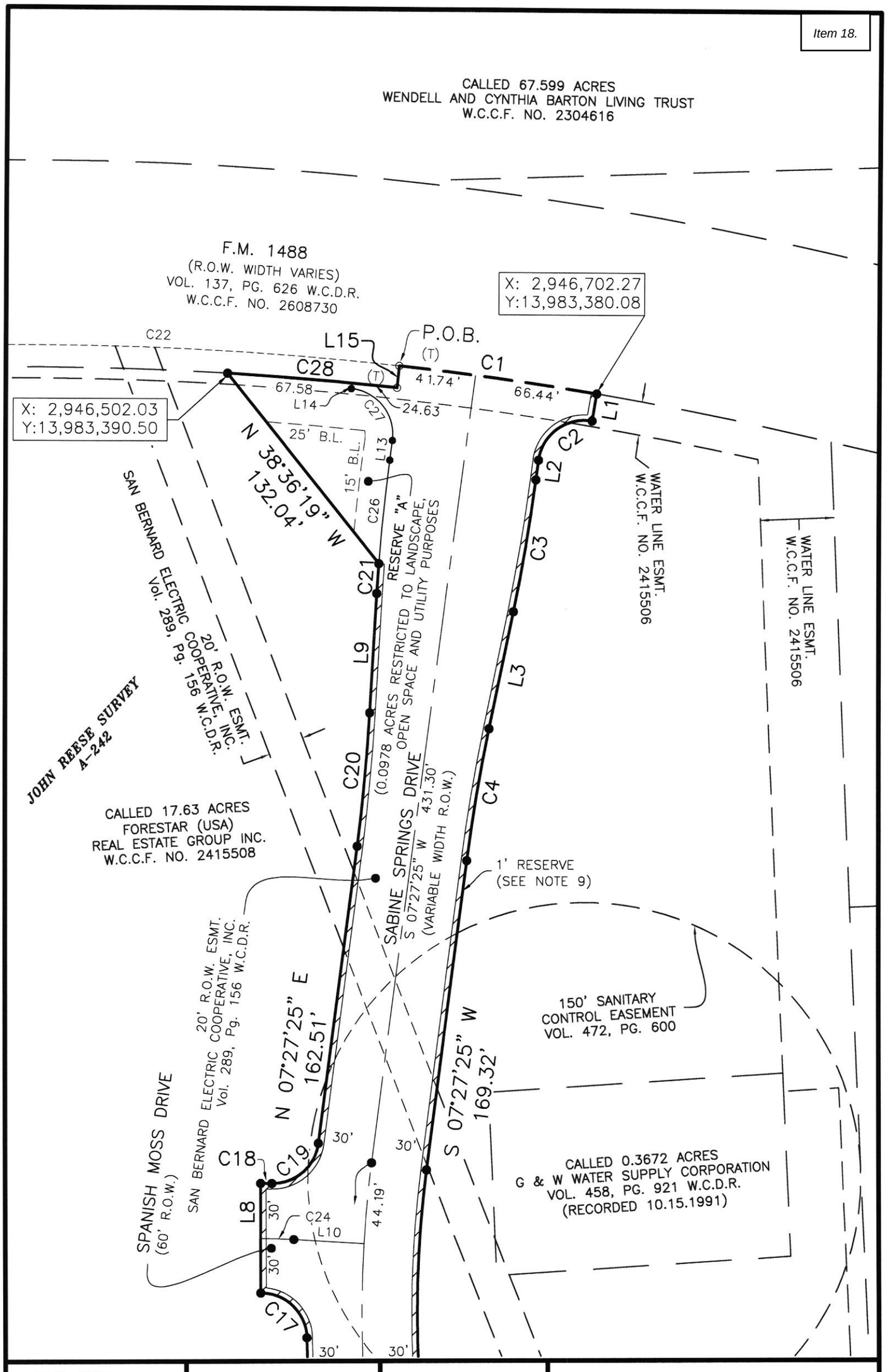
CALLED 19.643 ACRES
RALPH DAVID FRANZ, JR.
W.C.C.F. NO. 1709285



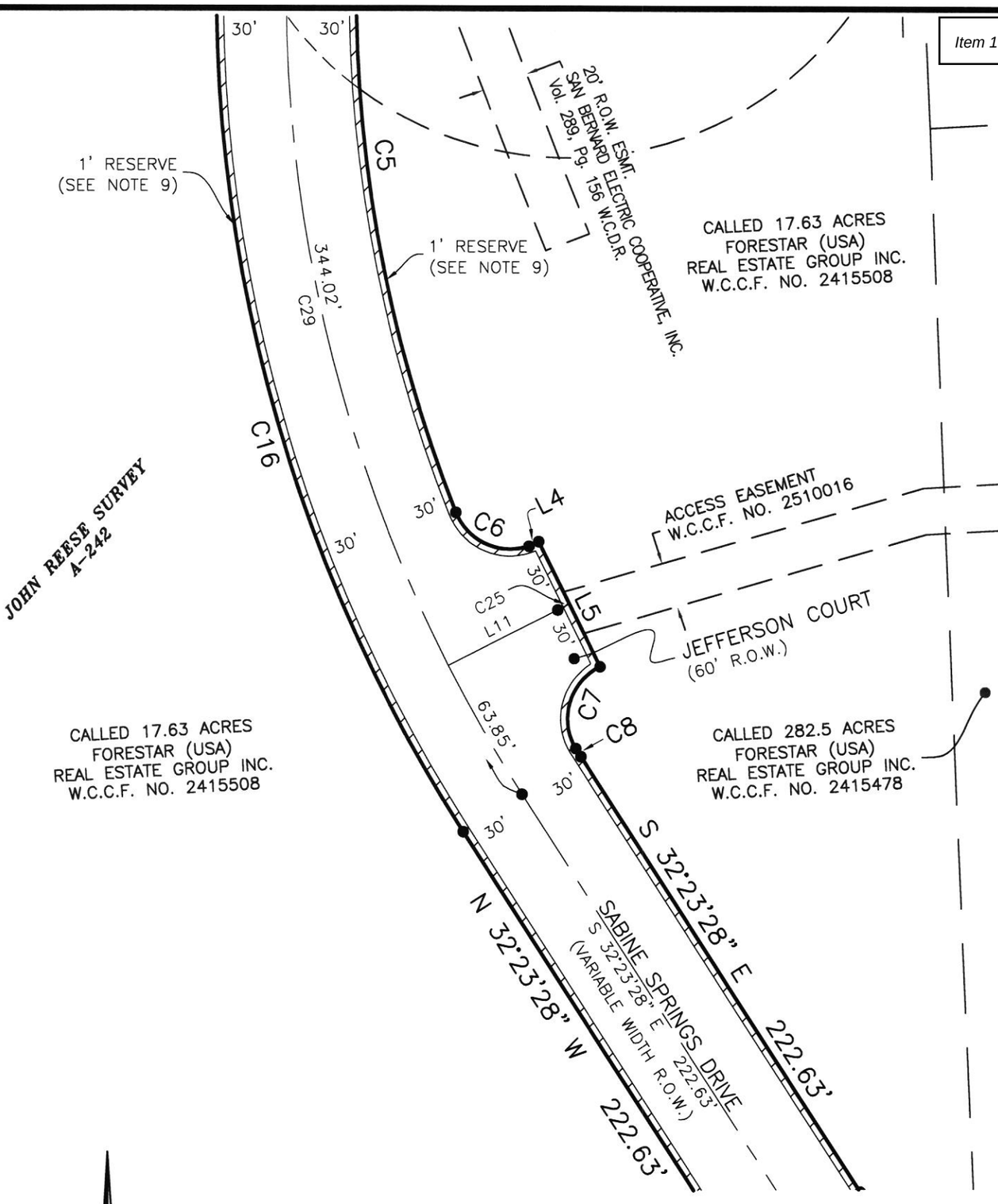
0' 60'

SCALE: 1" = 60'

JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 12 OF 16			



JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 13 OF 16			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300

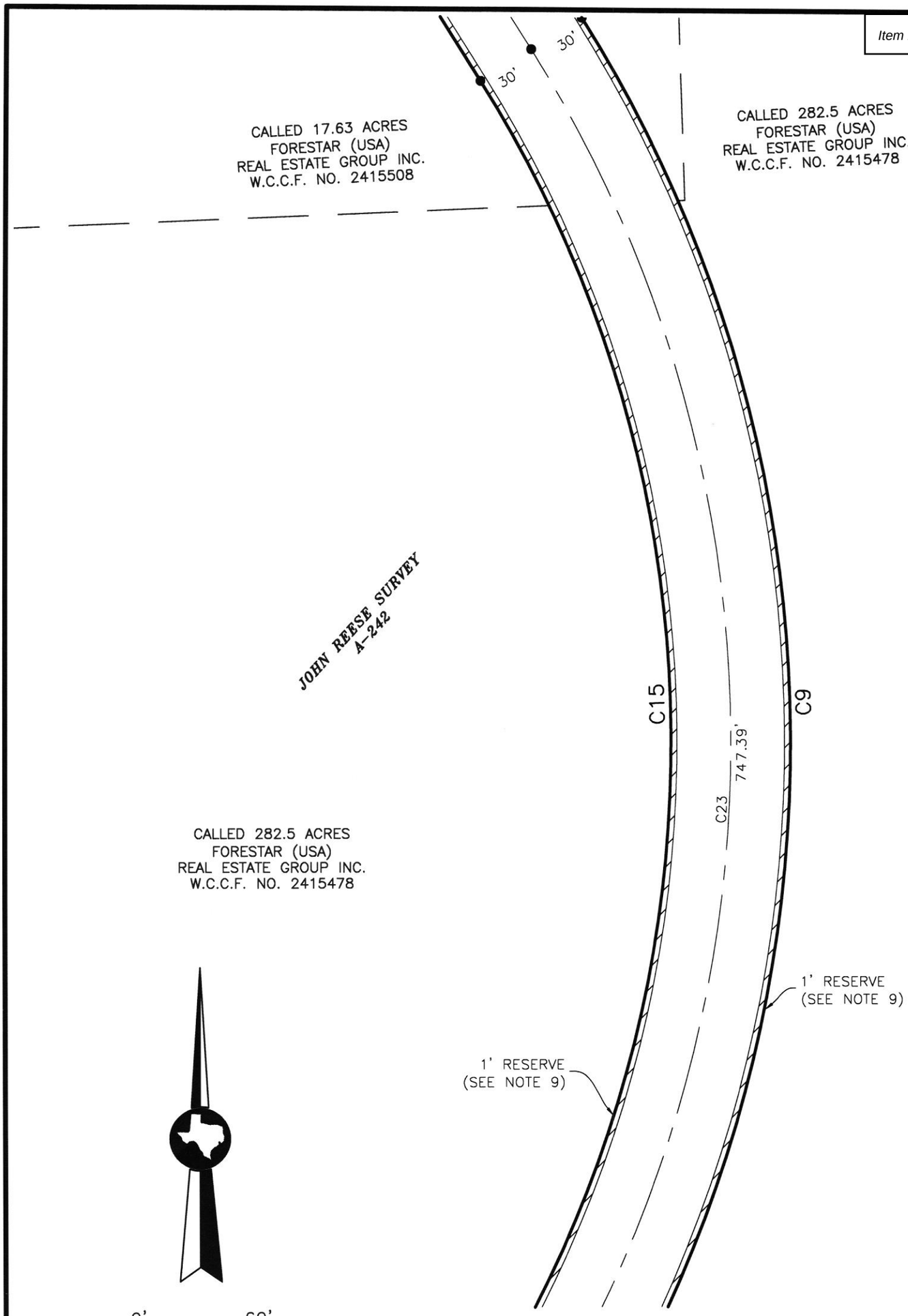




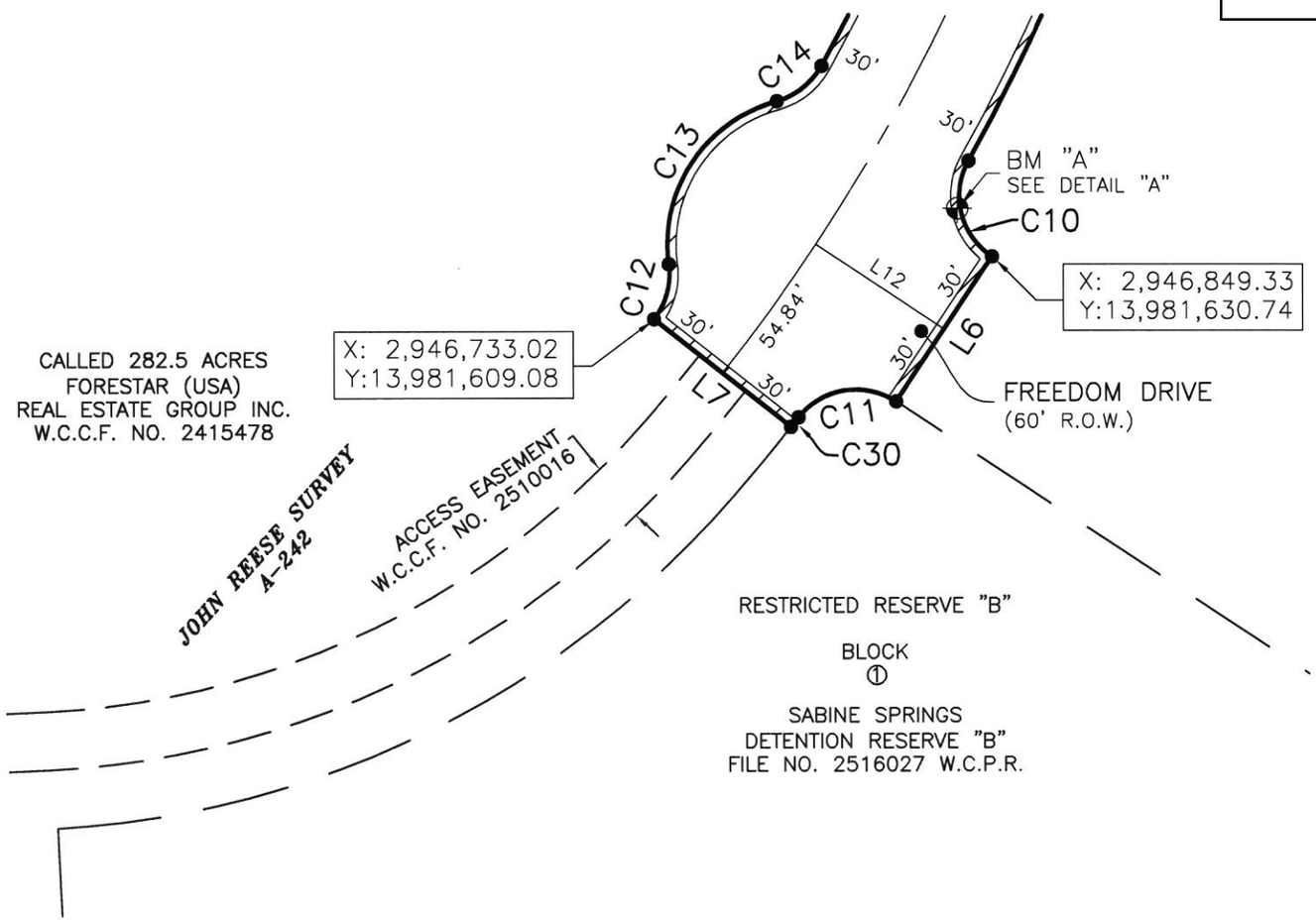
0' 60'

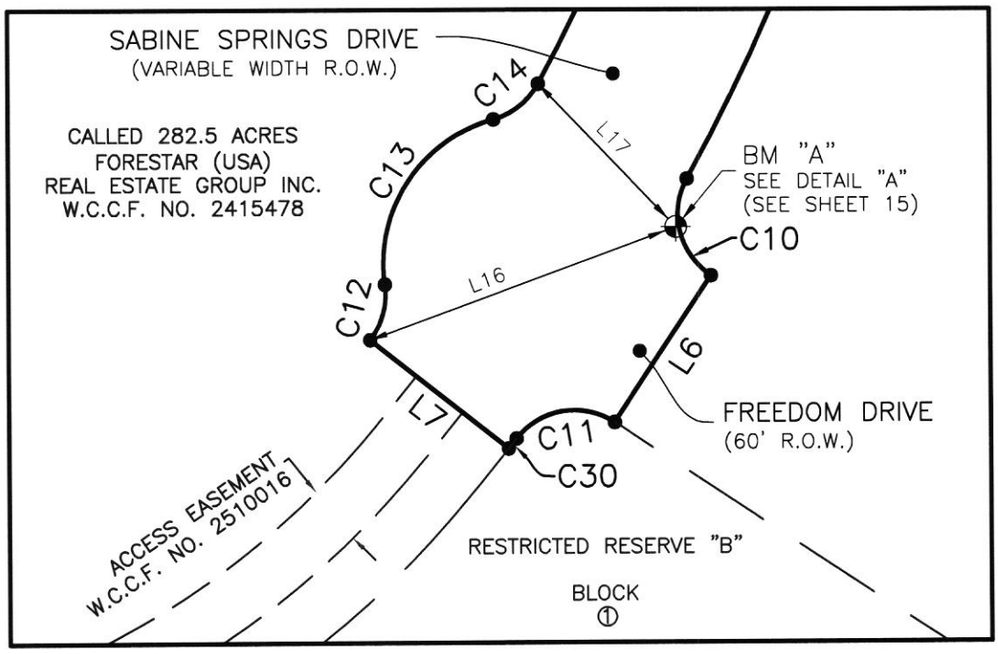
SCALE: 1" = 60'

JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 14 OF 16			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300



JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300
SHEET 15 OF 16			





DETAIL "A"
BENCHMARK "A" (BM "A")
SCALE: 1"=60'
A 5/8" BLUE CAPPED IRON ROD
STAMPED "E.H.R.A. T.P."
ELEV.=302.13' (NAVD88 – GEOID18)

0' 60'

SCALE: 1" = 60'

JUNE, 2026	OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION	FINAL PLAT OF SABINE SPRINGS DRIVE PHASE 1	EHRA ENGINEERING THE FUTURE SINCE 1936
SHEET 16 OF 16			10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 EHRA.TEAM PLATTING@EHRA.TEAM FIRM No. F-726 FIRM No. 10092300

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval- Woodhaven Estates WWTP NO. 1

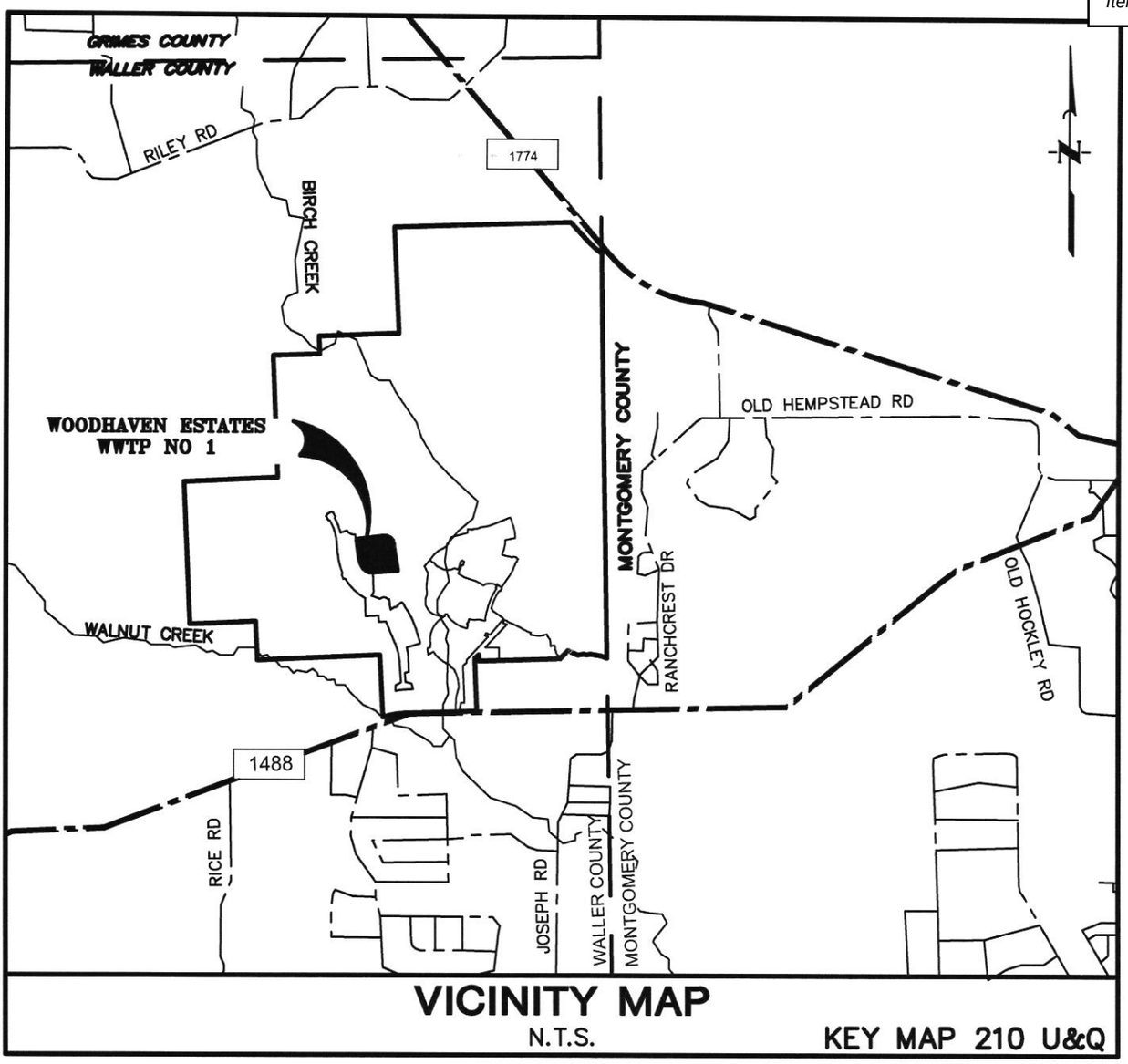
Date: October 28, 2026

Background

Final Plat of Woodhaven Estates WWTP NO. 1 which consists of 13.37 acres will include 1 Block and 1 Reserve in Precinct 2.

Staff Recommendation

Approve Plat



VICINITY MAP
N.T.S.
KEY MAP 210 U&Q

FINAL PLAT OF
WOODHAVEN ESTATES
WWTP NO 1

A SUBDIVISION OF 13.37 ACRES OF LAND
OUT OF THE
DANIEL WARREN SURVEY, A-394 &
WILLIAM ROGERSON SURVEY, A-245
WALLER COUNTY, TEXAS

1 RESERVE **1 BLOCK**

SEPTEMBER 2026

DATE: SEPTEMBER 2026	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com
SCALE NTS			
SHEET 1A OF 1			

K:\28166\28166-0008-02 Woodhaven WWTP - Phase I\2 Design Phase\Planning\Woodhaven WWTP-PLAT-dm_.dwg Sep 23,2026 - 10:20am dmorales

STATE OF TEXAS §

COUNTY OF WALLER §

A METES AND BOUNDS description of a certain 13.37 acre tract out of the Daniel Warren Survey, Abstract No. 394 and the William Rogerson Survey, Abstract No. 245, in Waller County, Texas, being a portion of a called 657.34 acre tract conveyed by Special Warranty Deed to DDSMK, Ltd. recorded in File No. 2406474 of the Official Public Records of Waller County (OPRWC), said 13.37 acre tract being more particularly described as follows with all bearings based on the Texas Coordinate System of 1983, South Central Zone (4204);

COMMENCING at a found 5/8-inch iron rod marking the most southerly southeast corner of a called 722.09 acre tract conveyed by Special Warranty Deed to DRP TX 1, LLC recorded in File No. 2404338 OPRWC, and being in the north right-of-way line of FM 1488 as shown on TxDOT Map, Project No. S1452 (4) (100-foot wide right-of-way);

THENCE over and across said 722.09 acre tract and aforementioned 657.34 acre tract, the following nine (9) courses and distances:

1. North 42°29'59" West, 3523.45 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng"), marking the southeast corner and the POINT OF BEGINNING of the herein described subject tract;
2. South 87°44'40" West, 569.13 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng"), marking the beginning of a non-tangent curve to the right;
3. Along said non-tangent curve to the right having a radius of 200.00 feet, an arc length of 198.27 feet, a delta angle of 56°48'02", and a chord bearing of North 63°33'40" West, 190.25 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng");
4. North 35°09'39" West, 19.86 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng"), marking the beginning of a tangent curve to the right;
5. Along said tangent curve to the right having a radius of 500.00 feet, an arc length of 264.31 feet, a delta angle of 30°17'17", and a chord bearing of North 20°01'01" West, 261.25 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng");
6. North 04°52'23" West, 390.27 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng"), from which a found 8-inch treated fence post, marking a north interior corner of said 657.34 acre tract and the southeast corner of a called 229 acre tract conveyed by Deed to Lone Star Development Company recorded in Volume 72, Page 124 DRWC, bears North 36°30'08" West, 4156.47 feet;
7. North 85°07'37" East, 587.75 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng"), marking the beginning of a tangent curve to the right;
8. Along said tangent curve to the right having a radius of 200.00 feet, an arc length of 306.82 feet, a delta angle of 87°53'50", and a chord bearing of South 50°55'28" East, 277.60 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Eng");
9. South 06°58'33" East, 592.20 feet to the POINT OF BEGINNING, CONTAINING 13.37 acres of land in Waller County, Texas, as shown on Drawing No. 20240 filed in the offices of Quiddity in College Station, Texas.

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	200.00'	56°48'02"	198.27'	N63°33'40"W	190.25'	108.14'
C2	500.00'	30°17'17"	264.31'	N20°01'01"W	261.25'	135.32'
C3	200.00'	87°53'50"	306.82'	S50°55'28"E	277.60'	192.79'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N35°09'39"W	19.86'

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DATE: SEPTEMBER 2026

SCALE NTS

SHEET 1B OF 1

FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1

DRP TX 1, LLC
a Delaware limited liability company
520 MADISON AVE, 21ST FLOOR
NEW YORK, NY 10022
936.777.6600
jwadley@landtejas.com

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000
dmorales@quiddity.com

LEGEND

AC . . . . . "Acres"
C.C.F. . . . . "County Clerk's File"
D.R.W.C.T. . . . . "Deed Records, Waller County, Texas"
ESMT . . . . . "Easement"
No. . . . . "Number"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
Sq. Ft. . . . . "Square Feet"
VOL._, PG._ . . . "Volume and Page"
WLE . . . . . "Waterline Easement"
(1). . . . . "Block Number"
● . . . . . "Set 5/8-inch Iron Rod (with cap stamped "Quiddity Eng. Property Corner") as Per Certification"

RESTRICTED RESERVE **A**
Restricted to Wastewater Treatment Plant Purposes & Incidental Utility Purposes Only
13.37 AC
582,566 Sq. Ft.

GENERAL NOTES

1. According to Map No. 48473C0100E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Waller County, dated February 18, 2009, the subject tract is situated within Unshaded Zone "X", defined as areas determined to be outside the 0.2% annual chance (500-year) floodplain, Shaded Zone "X", defined as areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less that 1 foot or with drainage areas less than 1 square mile; Zone "AE", defined as special flood hazard areas subject to inundation by the 1% annual chance (100-year) flood with base flood elevations determined, and floodway areas in Zone "AE", defined as a channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

   The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Quiddity assumes no liability as to the accuracy of the location of the flood zone limits.
2. This plat was prepared from information furnished by Charter Title Company, File No. 1076602300233 – Tract 1A East, Dated August 3, 2026.
3. 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.
4. No structure in this subdivision shall be occupied until connected to a public sewer system or to an onsite wastewater system has been approved and permitted by Waller County Environmental Department.
5. No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system.
6. 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.
7. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid DPR TX 1, LLC a Delaware limited liability company, 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.
8. No pipelines and/or pipeline easements exist within the boundaries of this plat.
9. Coordinates and bearings shown hereon are surface as based on the Texas State Plane Coordinate System (NAD83) South Central Zone (4204) with a surface adjustment factor of 1.0000353312 scaled from control point no. 1 having coordinates (X: 2966995.566, Y: 13991667.506).

DATE: SEPTEMBER 2026	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	**DRP TX 1, LLC** **a Delaware limited liability company** 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com
SCALE NTS			
SHEET 1C OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

We, DRP TX 1, LLC, a Delaware limited liability company, by DW General Partner, LLC, its Manager, acting by and through Houdin Honarvar, Authorized Signatory, owner of the 13.37 acre tract subdivided, in this plat of Woodhaven Estates WWTP No 1, 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, all alleys, parks and easements shown, and waive all claims for damages occasioned by the establishment of grades as approved for 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.

There is here by 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 subdivisions 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. Where noted on the plat, there is 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 provided 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 week 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 easements 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.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Woodhaven Estates WWTP No 1 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

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

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and one quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the DRP TX 1, LLC, a Delaware limited liability company, by DW General Partner, LLC, its Manager, has caused these presents to be signed by Houdin Honarvar, Authorized Signatory, thereunto authorize this 10th day of September, 2026.

DRP TX 1, LLC,
a Delaware limited liability company

By: DW General Partner, LLC
its Manager

By: Houdin Honarvar
Houdin Honarvar
Authorized Signatory

DATE: SEPTEMBER 2026	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com
SCALE NTS			
SHEET 1D OF 1			

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STATE OF NEW YORK §

COUNTY OF New York §

BEFORE ME, the undersigned authority, on this day personally appeared Houdin Honarvar, Authorized Signatory of DW General Partner, LLC, Manager of DRP TX 1, LLC, a Delaware 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 the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of September, 2026

Josephine G. Cimino

Notary Public in and for the State of New York

Josephine G. Cimino

Print Name

My commission expires: 7-5-2028

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01C10026551
Qualified in Nassau County
My Commission Expires 7-5-2028

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

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

Date

J. Ross McCall, PE
County Engineer

Certificate of Surveyor

This is to certify that I, Christopher E. Curtis, 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 No 480640, Map No. 48473C0100E, Panel 0100, suffix "E" dated February 18, 2009.

A Portion of this subdivision lies within the boundary of the 0.2% annual chance (500 year) floodplain as delineated on Waller County Community No 480640, Map No. 48473C0100E, Panel 0100, suffix "E" dated February 18, 2009.

STATE OF TEXAS
REGISTERED
CHRISTOPHER E. CURTIS
6111
PROFESSIONAL
LAND SURVEYOR

9/3/26

Christopher E. Curtis
Registered Professional Land Surveyor
Texas Registration No. 6111

I, Hayden D. Dixon, a Professional Engineer registered in the State of Texas, do hereby certify that this plat meets all requirements for Waller County and is in compliance with the County's regulations and with all generally accepted engineering standards.

STATE OF TEXAS
HAYDEN D. DIXON
145581
LICENSED
PROFESSIONAL ENGINEER

Hayden D. Dixon, P.E.
Professional Engineer No. 145581

DATE: SEPTEMBER 2026	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com
SCALE NTS			
SHEET 1E OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its

certificate of authentication was filed for recordation in my office on _____ , 202_, at o'clock ___M in

File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____

Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____

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

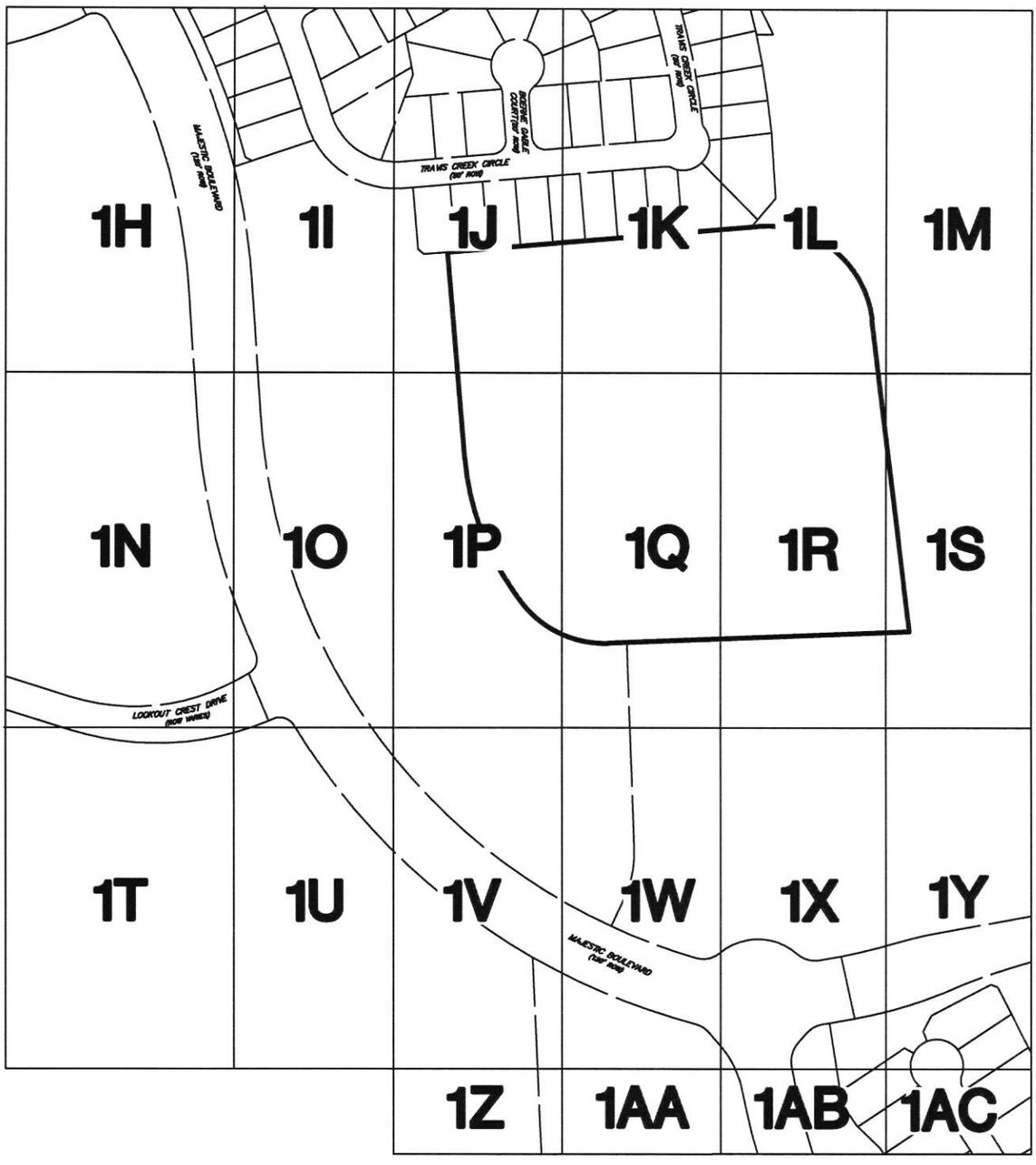
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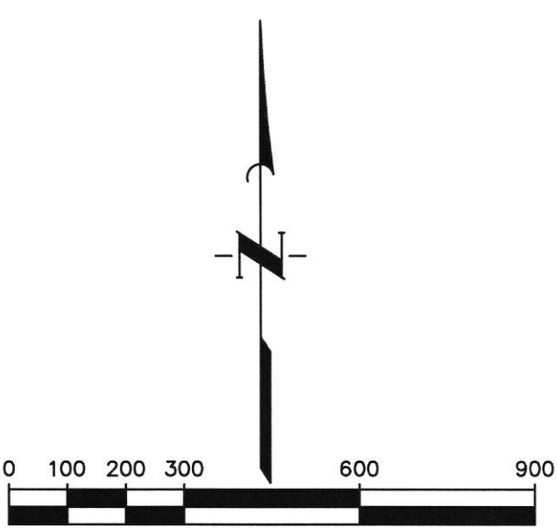
Justin Beckendorff
Commissioner, Precinct 4

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

DATE: SEPTEMBER 2026 SCALE NTS SHEET 1F OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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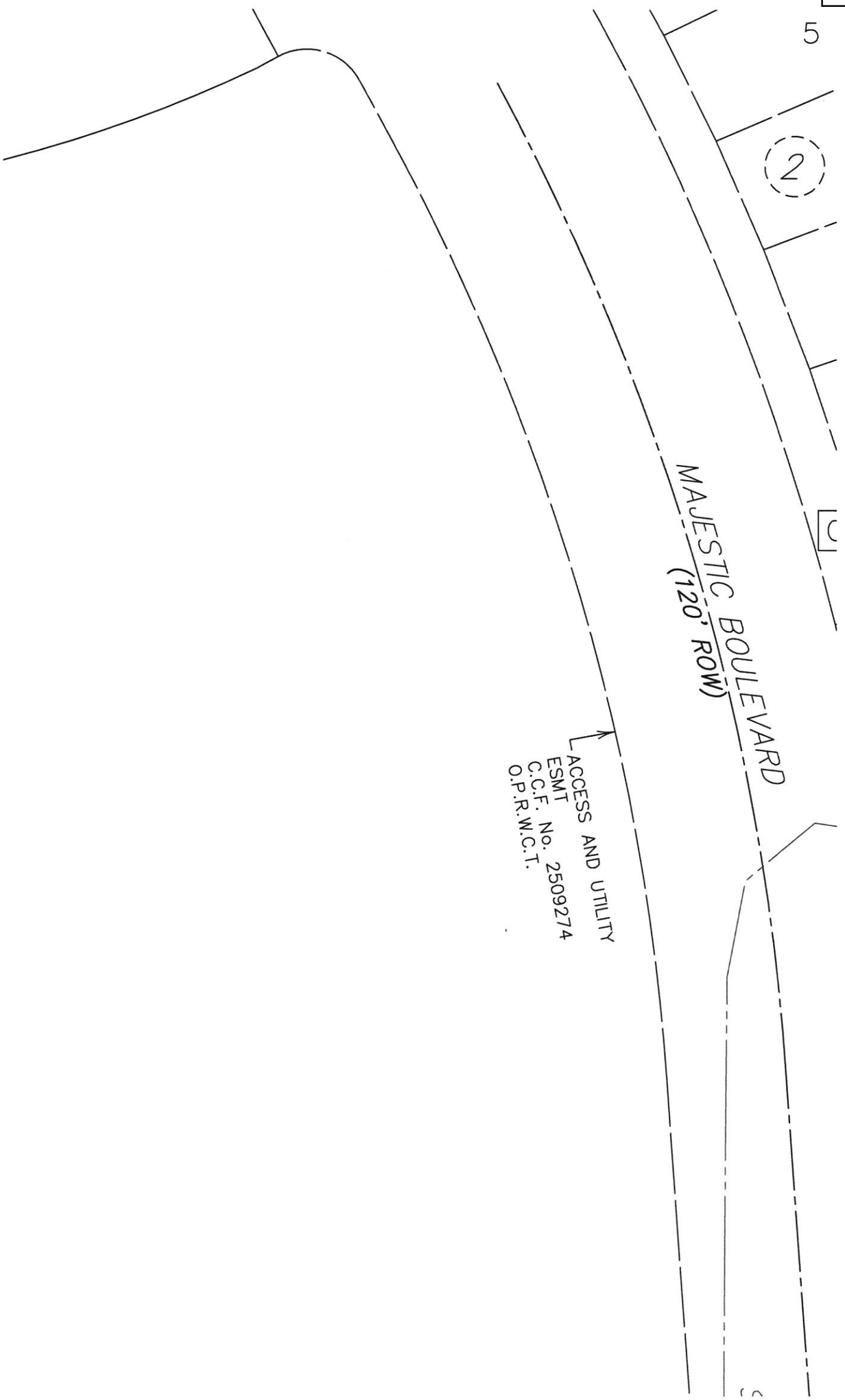




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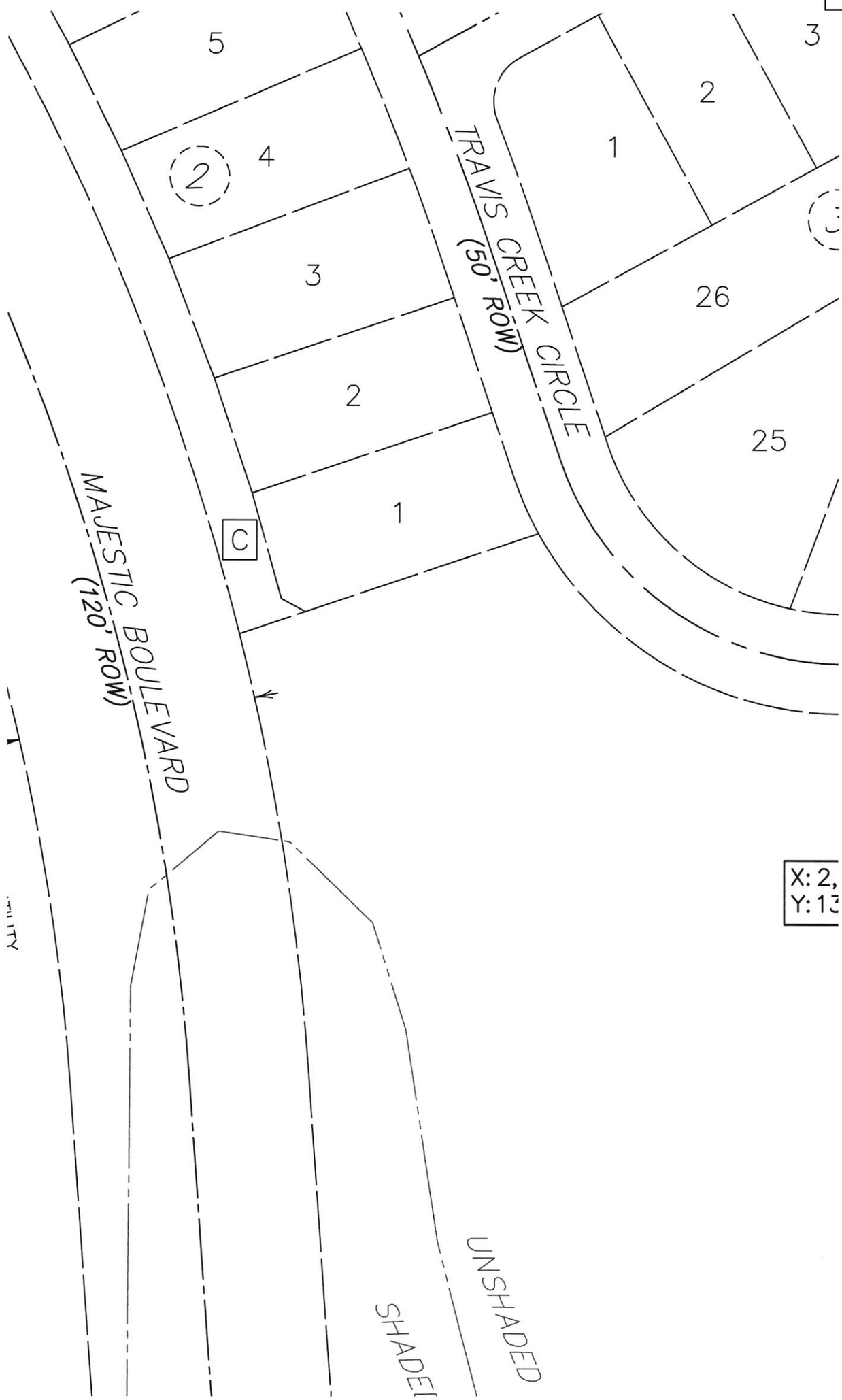
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1G OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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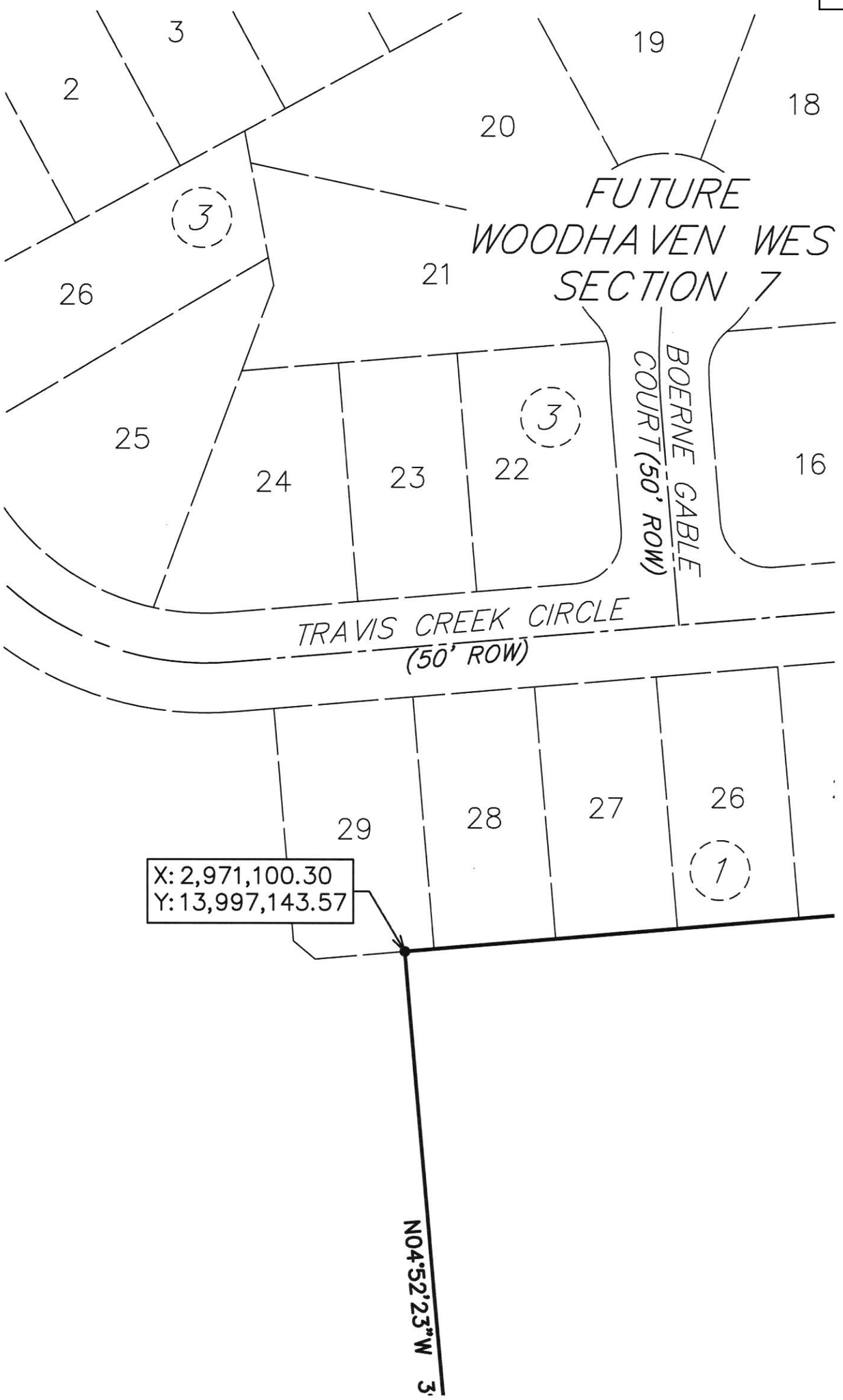
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1H OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 11 OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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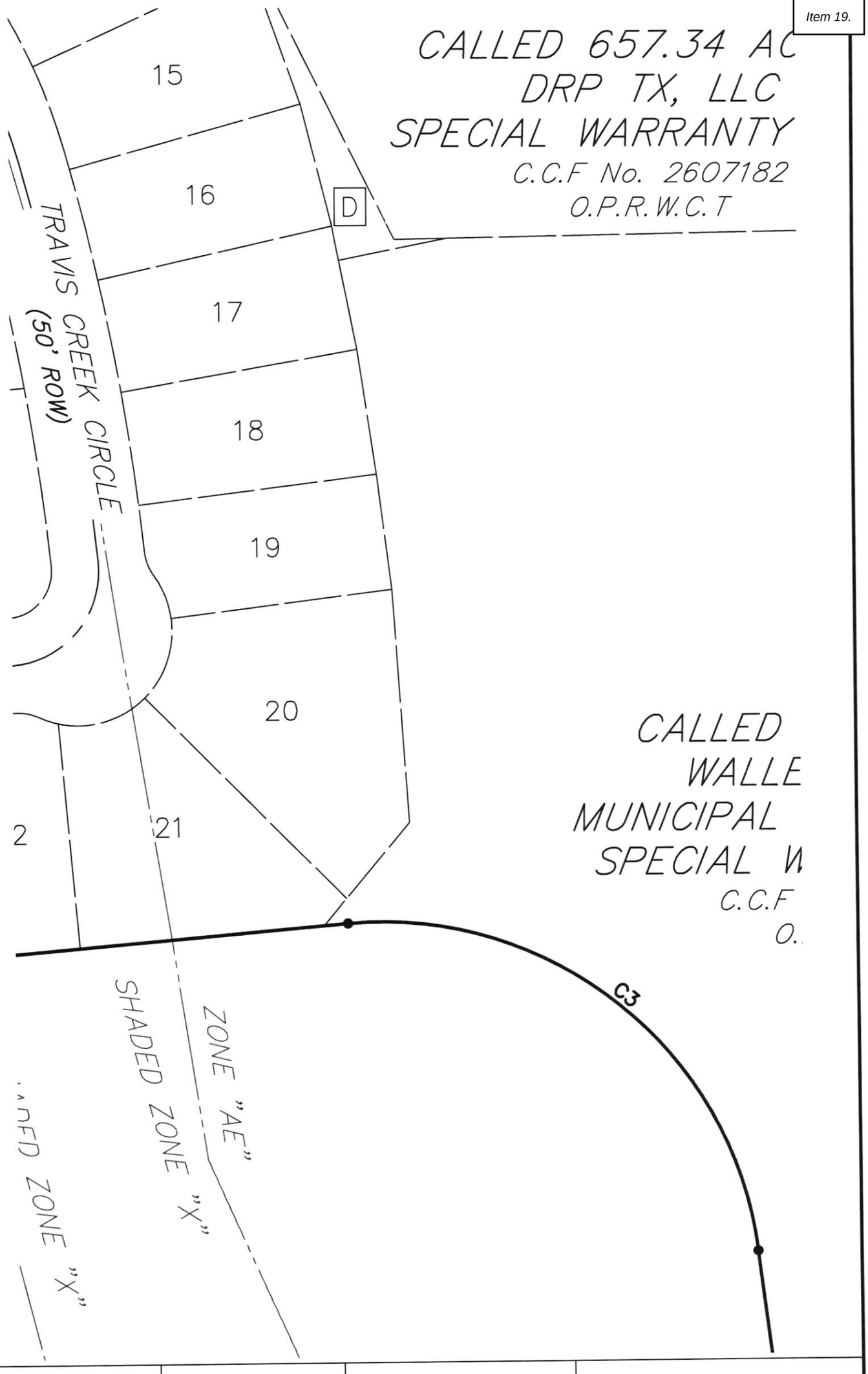
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1J OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1K OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1L OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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CALLED 657.34 ACRES
DRP TX, LLC
SPECIAL WARRANTY DEED
C.C.F No. 2607182
O.P.R.W.C.T

CALLED 25.18 ACRES
WALLER COUNTY
MUNICIPAL DISTRICT No. 20
SPECIAL WARRANTY DEED
C.C.F No. 2612274
O.P.R.W.C.T

C3

DATE: SEPTEMBER 2026

SCALE NTS

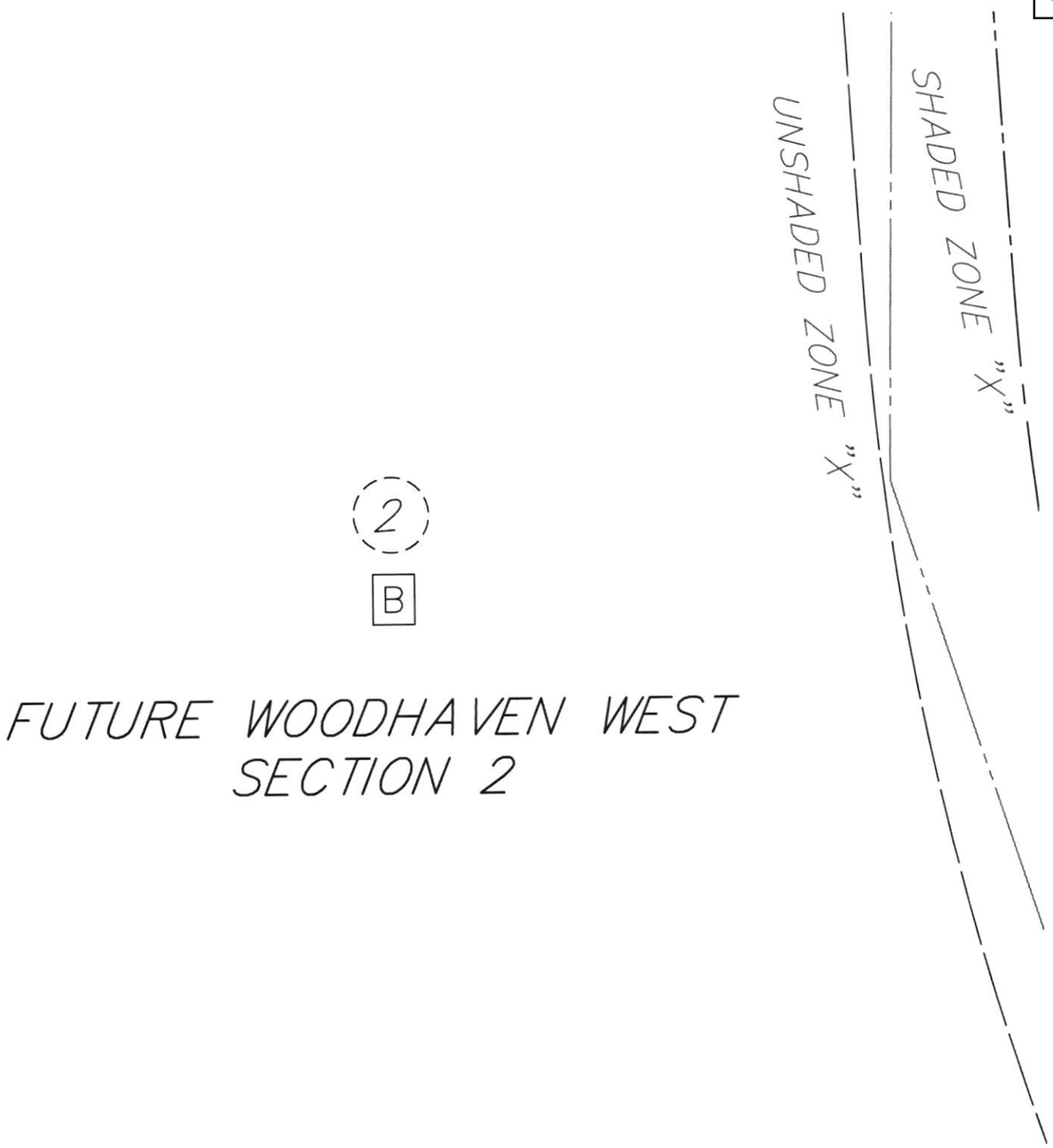
SHEET 1M OF 1

FINAL PLAT OF
WOODHAVEN
ESTATES
WWTP NO 1

DRP TX 1, LLC
a Delaware limited liability company
520 MADISON AVE, 21ST FLOOR
NEW YORK, NY 10022
936.777.6600
jwadley@landtejas.com

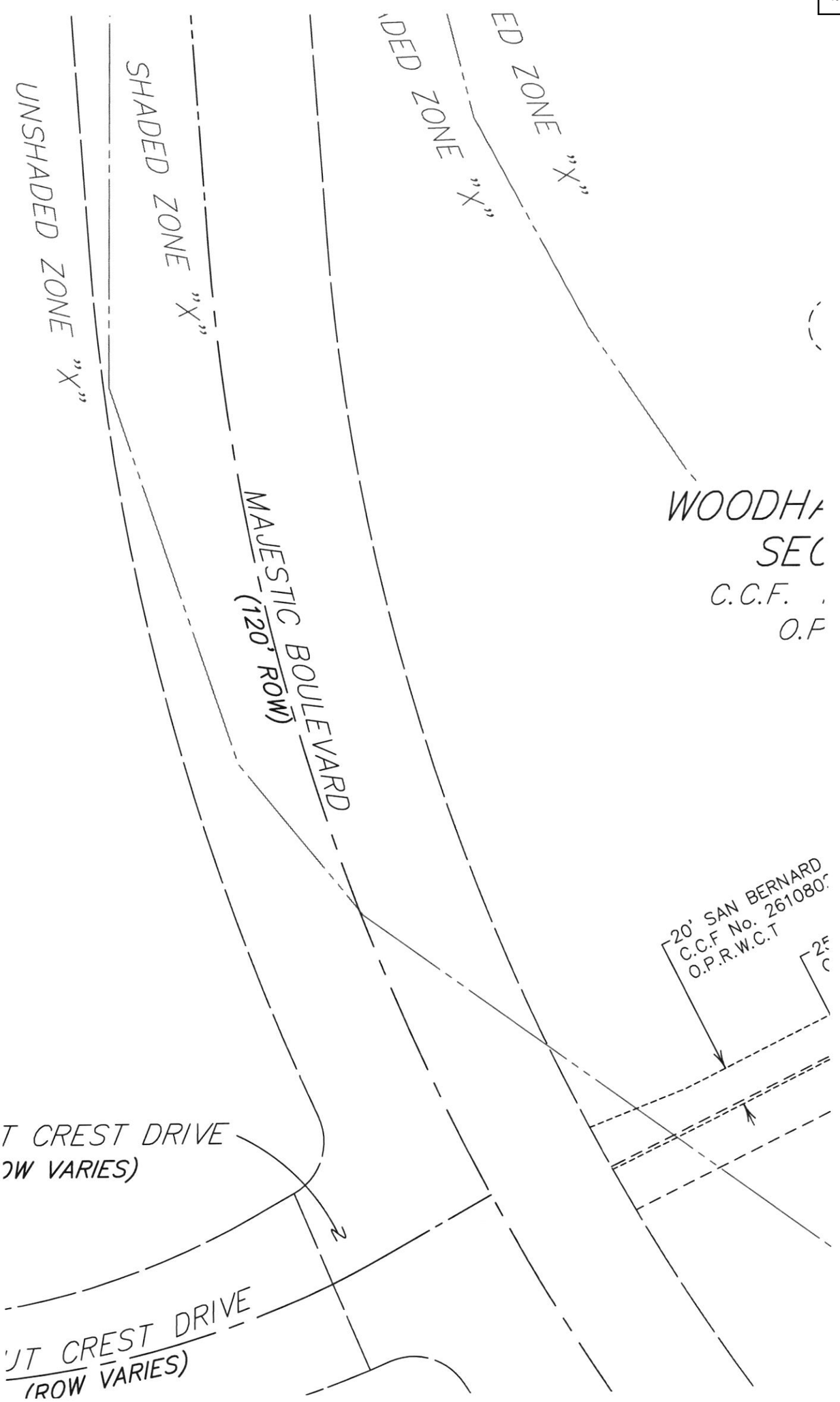
ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000
dmorales@quiddity.com

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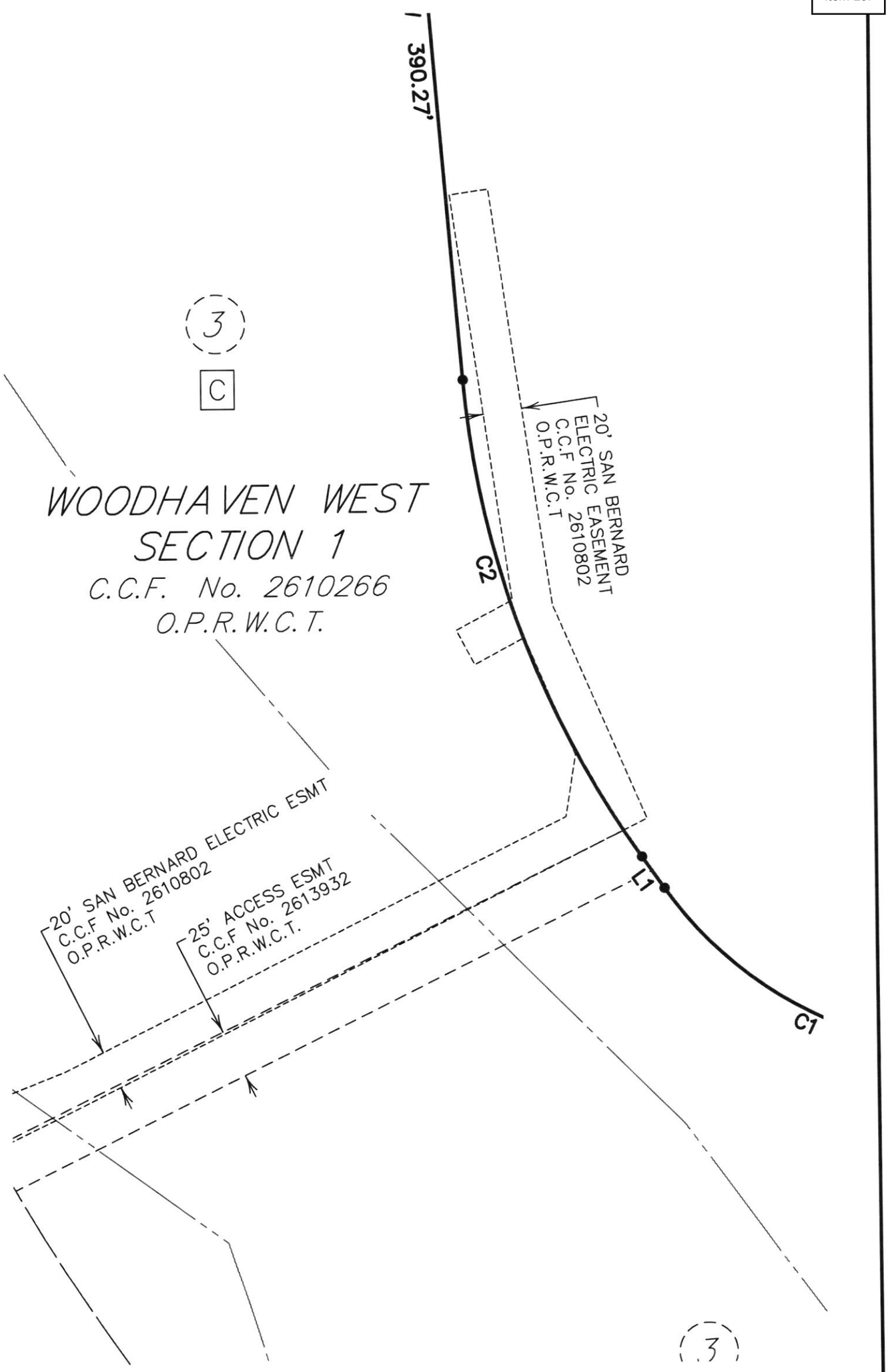
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1N OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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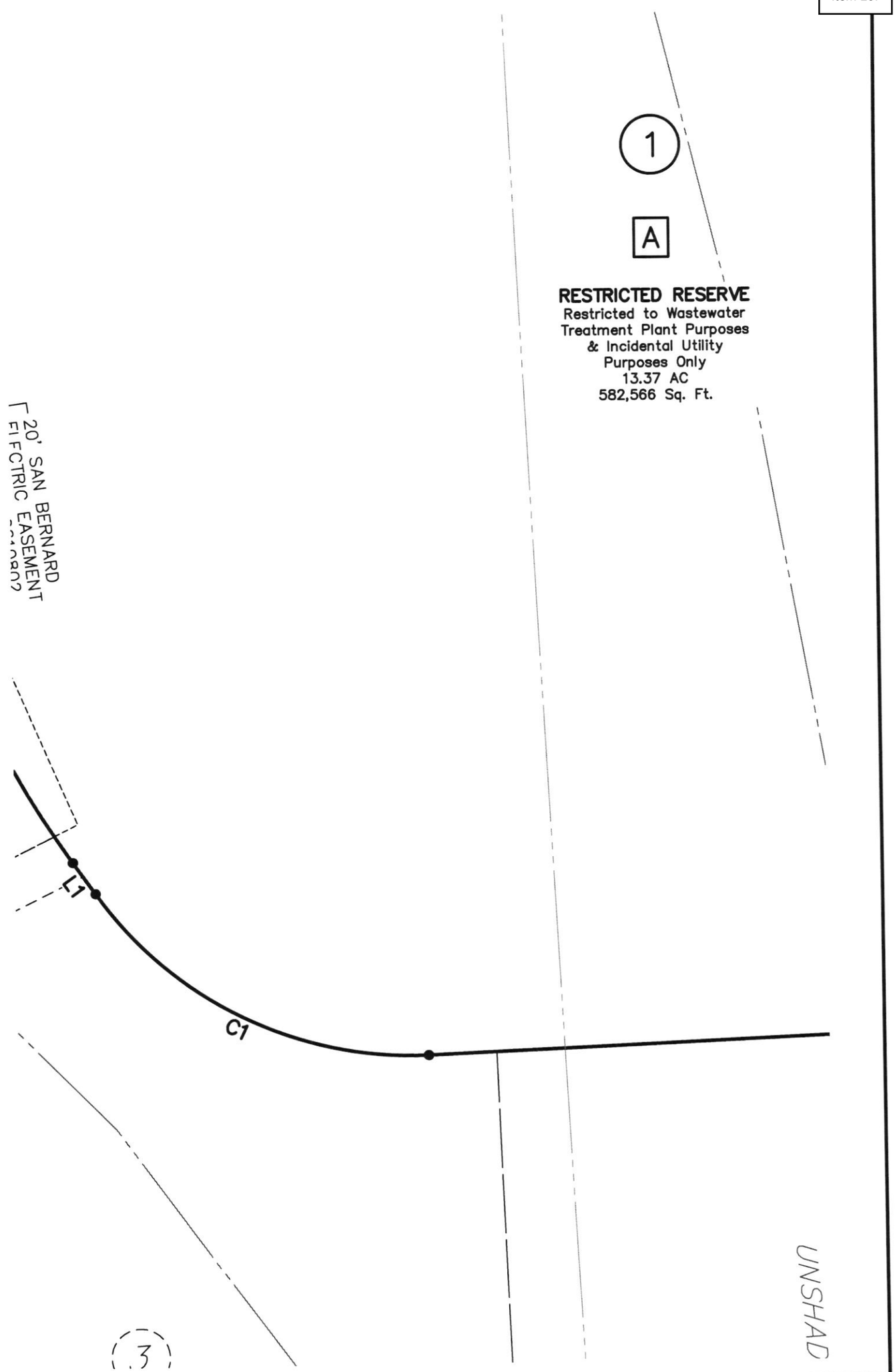
DATE: SEPTEMBER 2026 SCALE NTS SHEET 10 OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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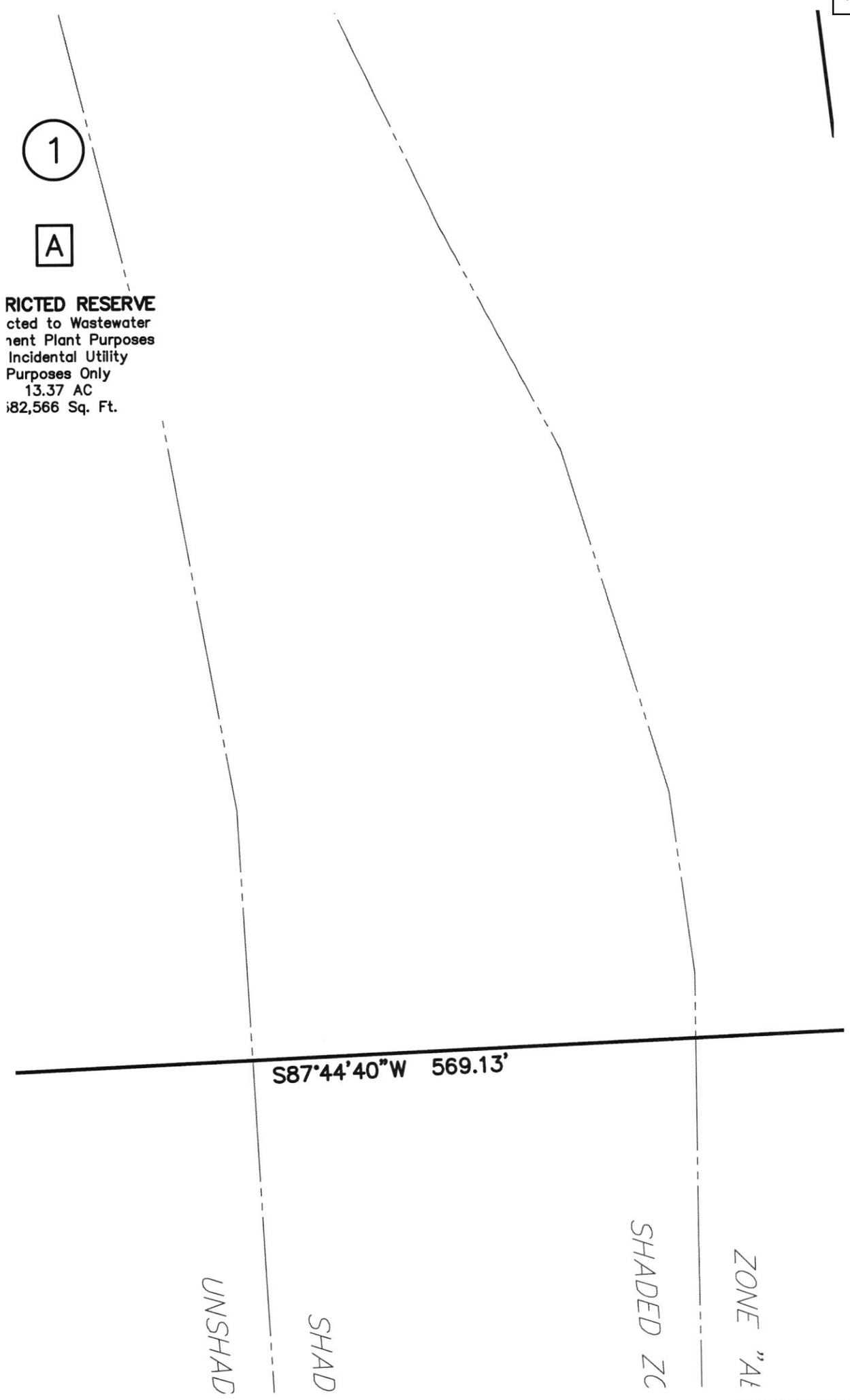
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1P OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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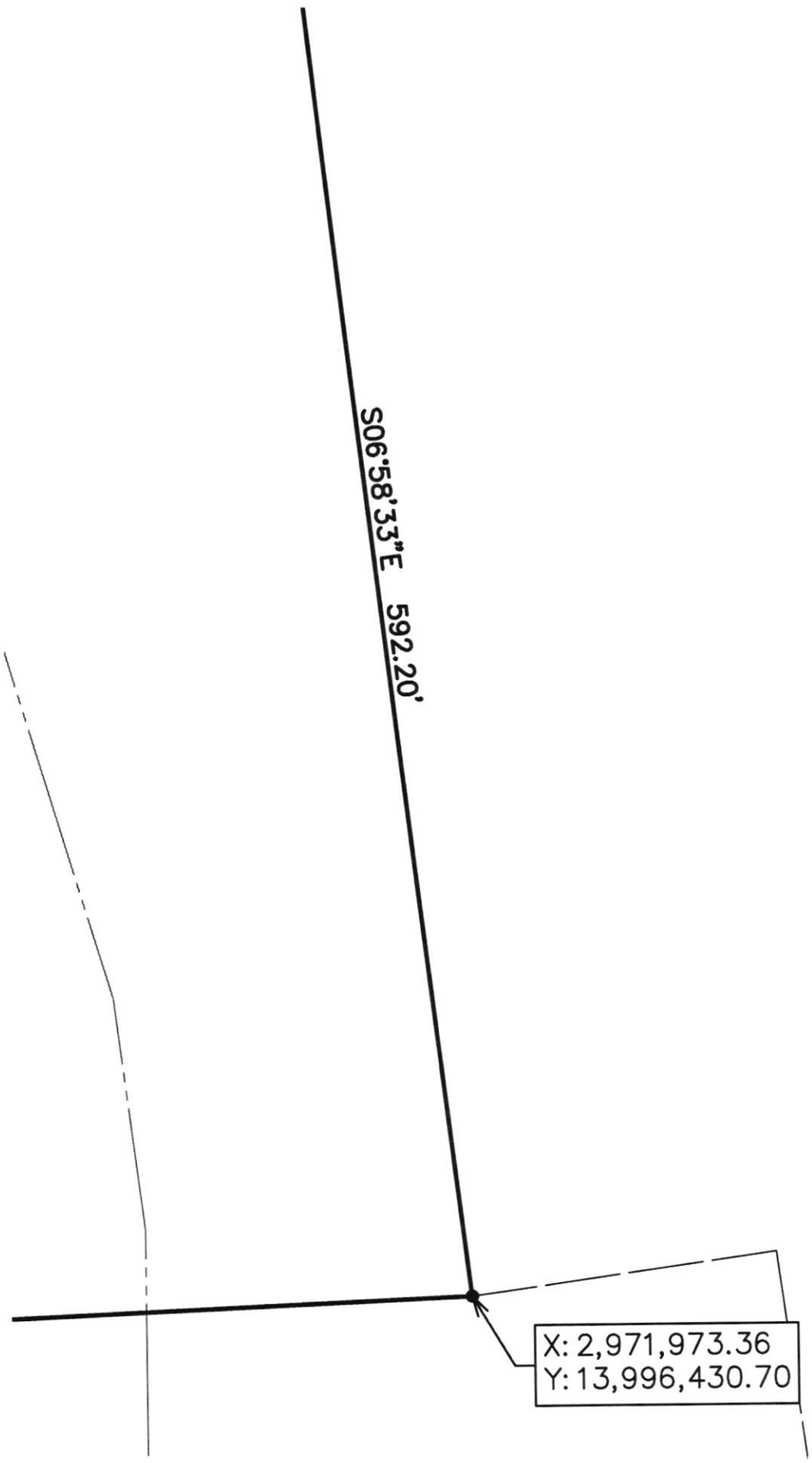
DATE: SEPTEMBER 2026 SCALE NTS SHEET 10 OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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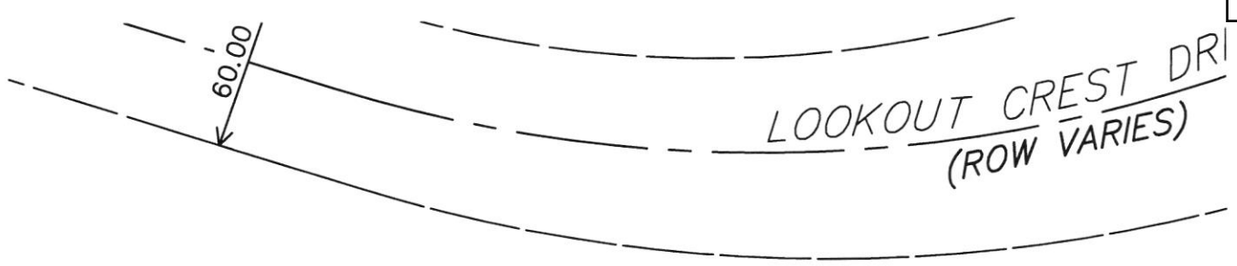
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1R OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1S OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

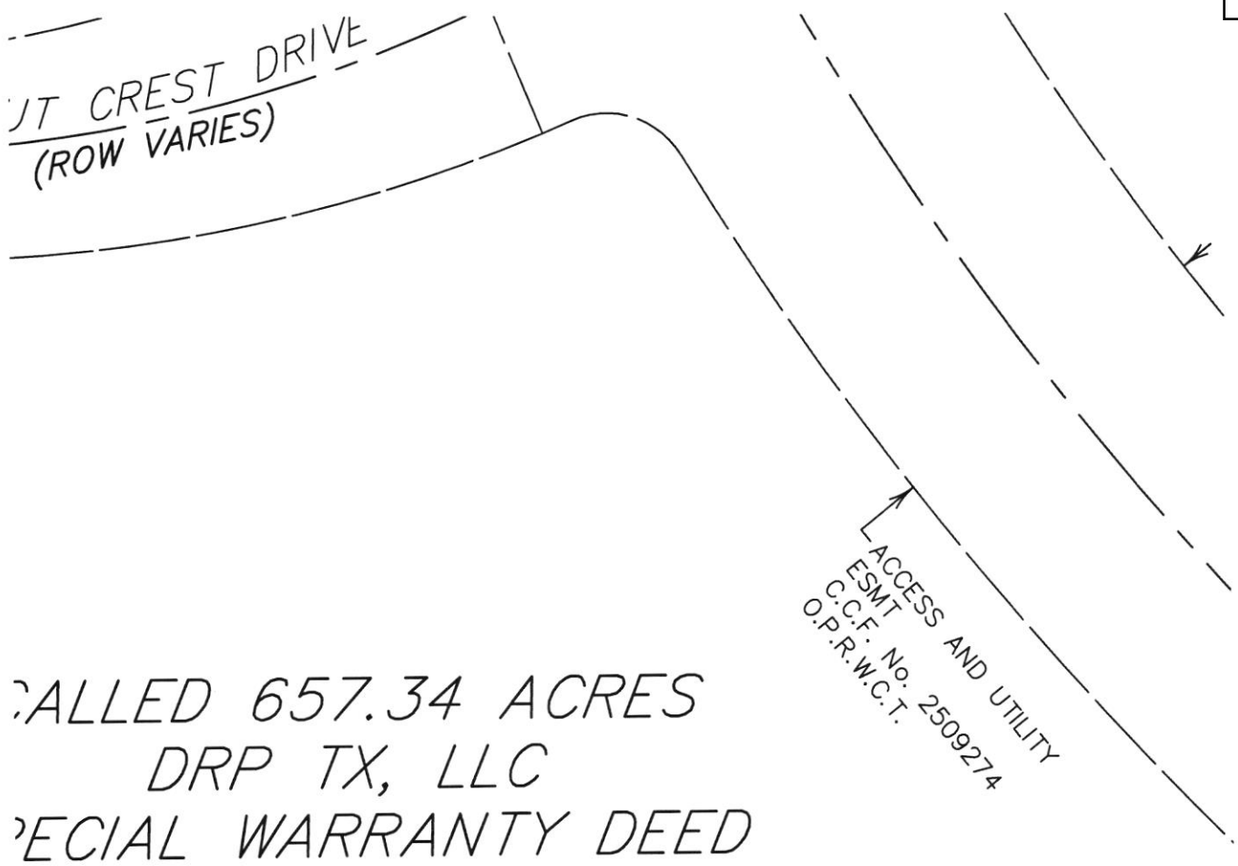
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CALLED 65
DRP
SPECIAL WA.
C.F No.
O.P.I

DATE: SEPTEMBER 2026 SCALE NTS SHEET 1T OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

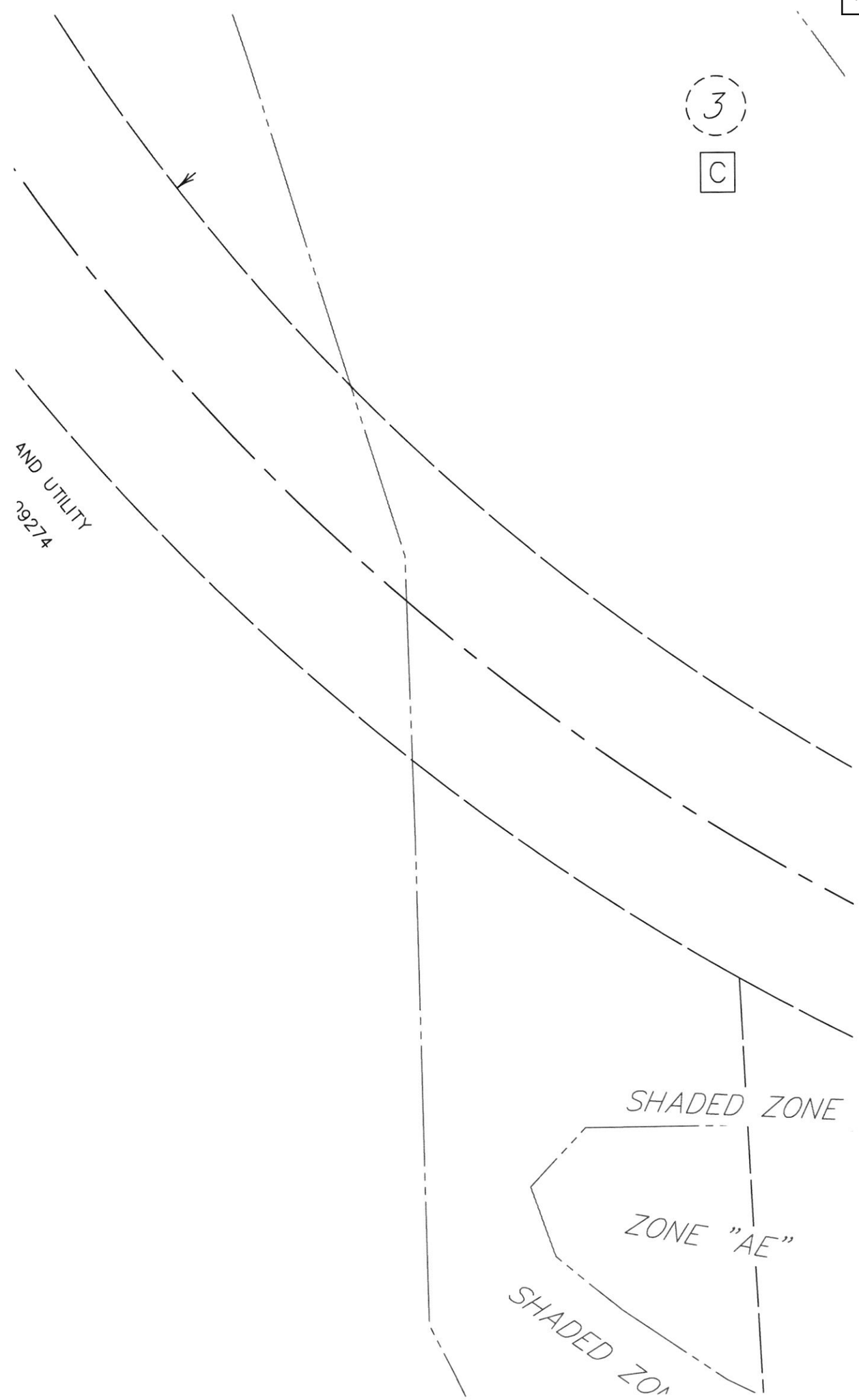
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CALLED 657.34 ACRES
DRP TX, LLC
SPECIAL WARRANTY DEED
C.F No. 2607182
O.P.R.W.C.T

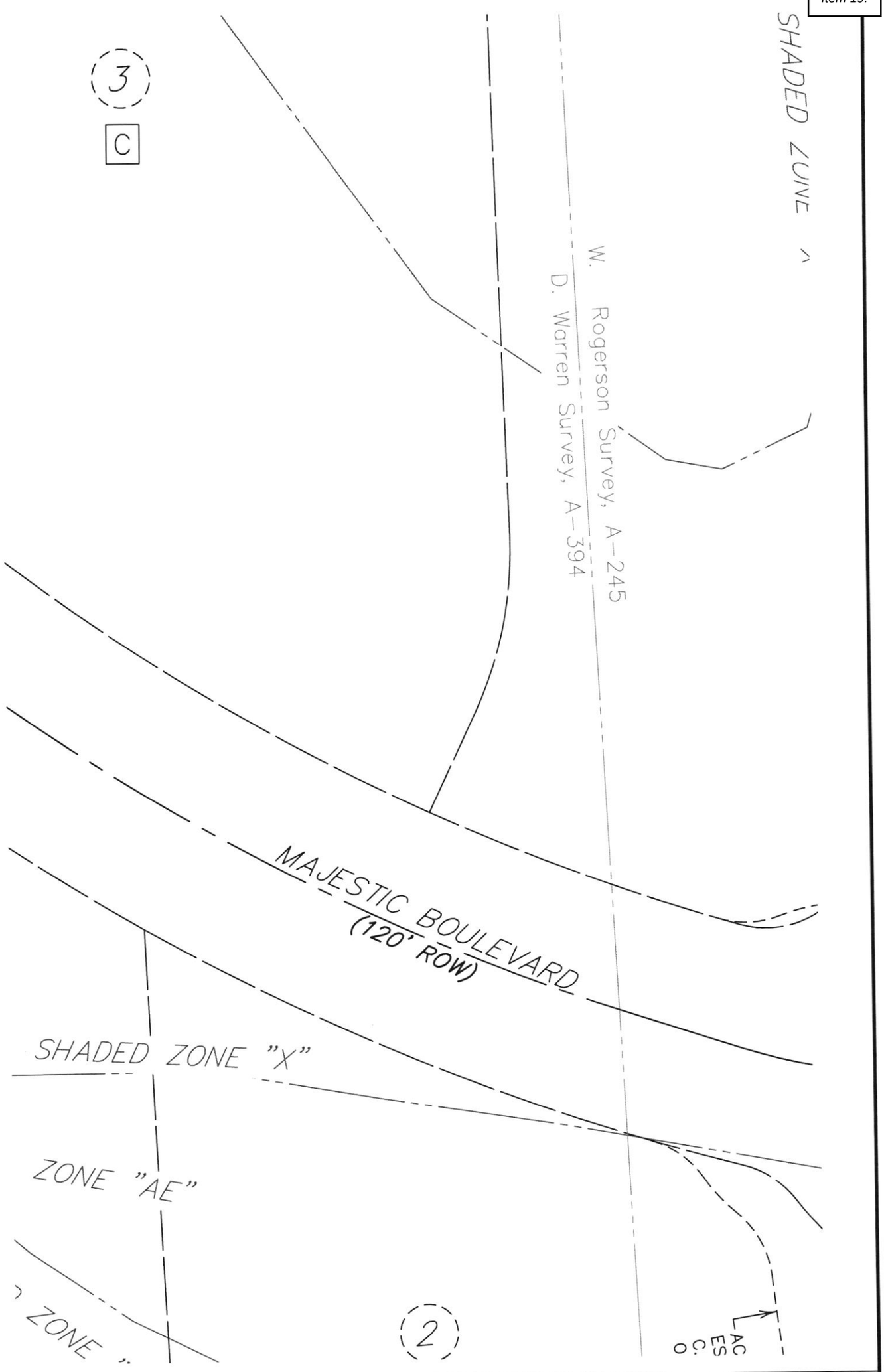
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1U OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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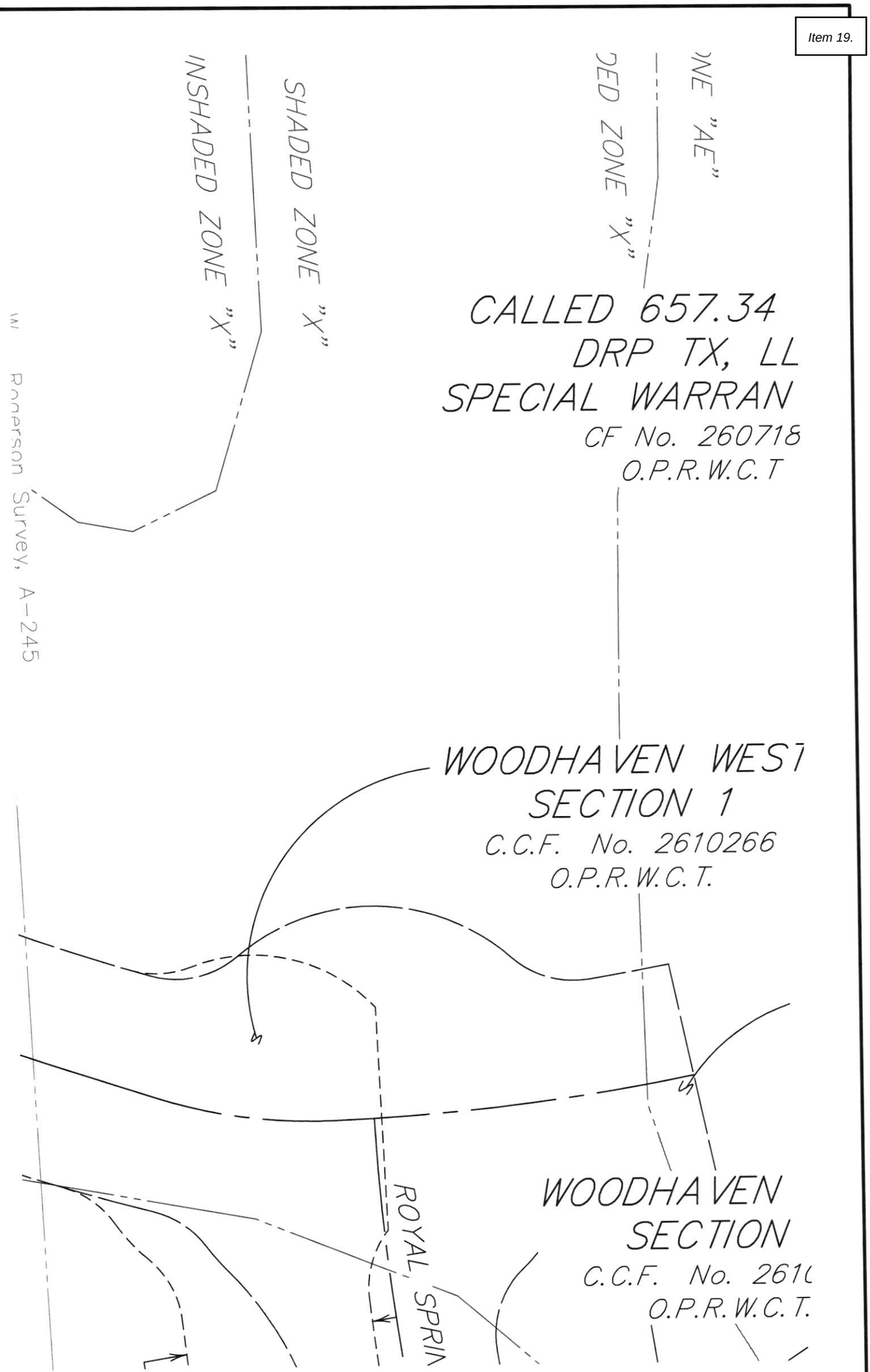
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1V OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1W OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1X OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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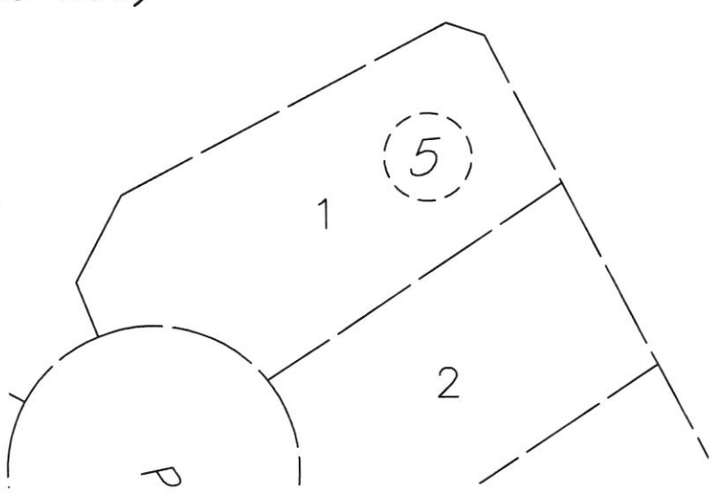
DED ZONE "X"

ED 657.34 ACRES
DRP TX, LLC
IL WARRANTY DEED
CF No. 2607182
O.P.R.W.C.T

'AVEN WEST
CTION 1
No. 2610266
P.R.W.C.T.

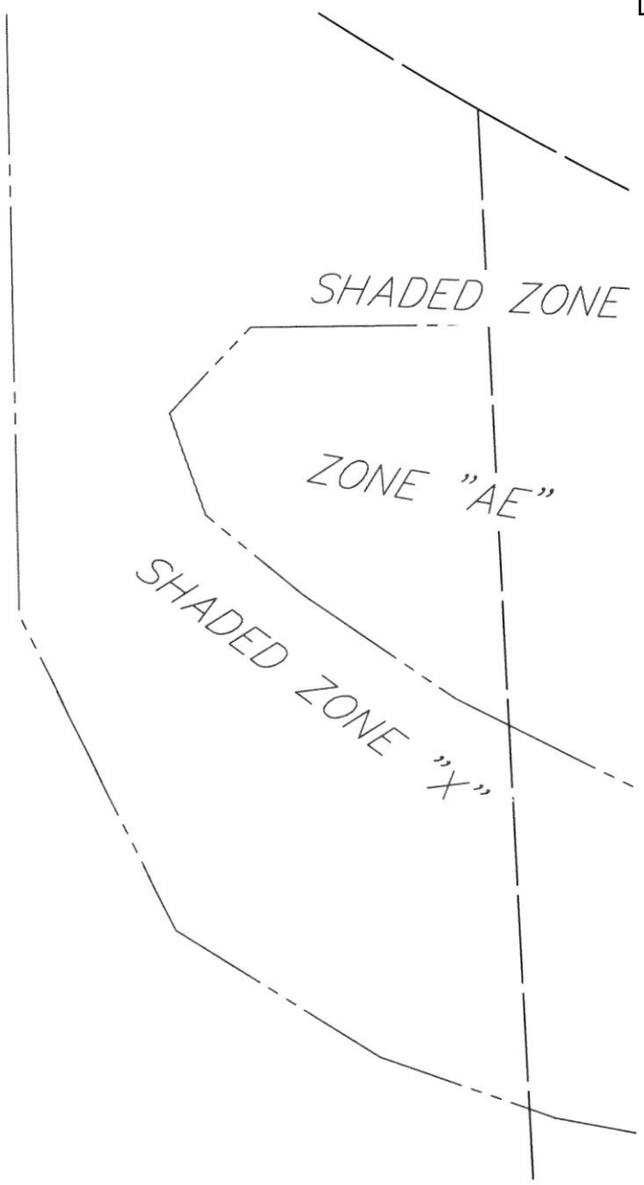
REGAL COVE DRIVE
(80' ROW)

)ODHAVEN WEST
SECTION 1
C.C.F. No. 2610266
O.P.R.W.C.T.



DATE: SEPTEMBER 2026 SCALE NTS SHEET 1Y OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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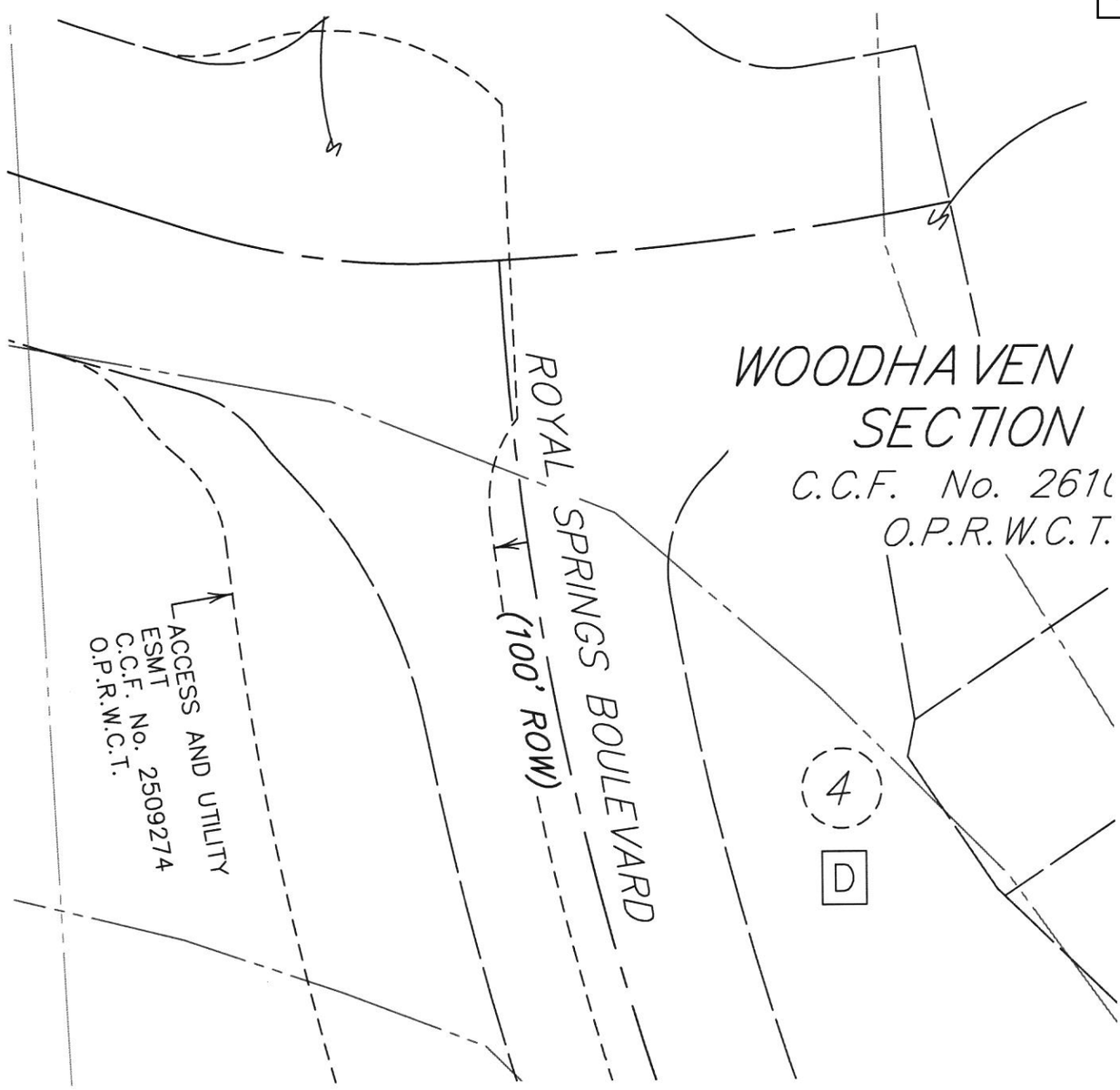
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1Z OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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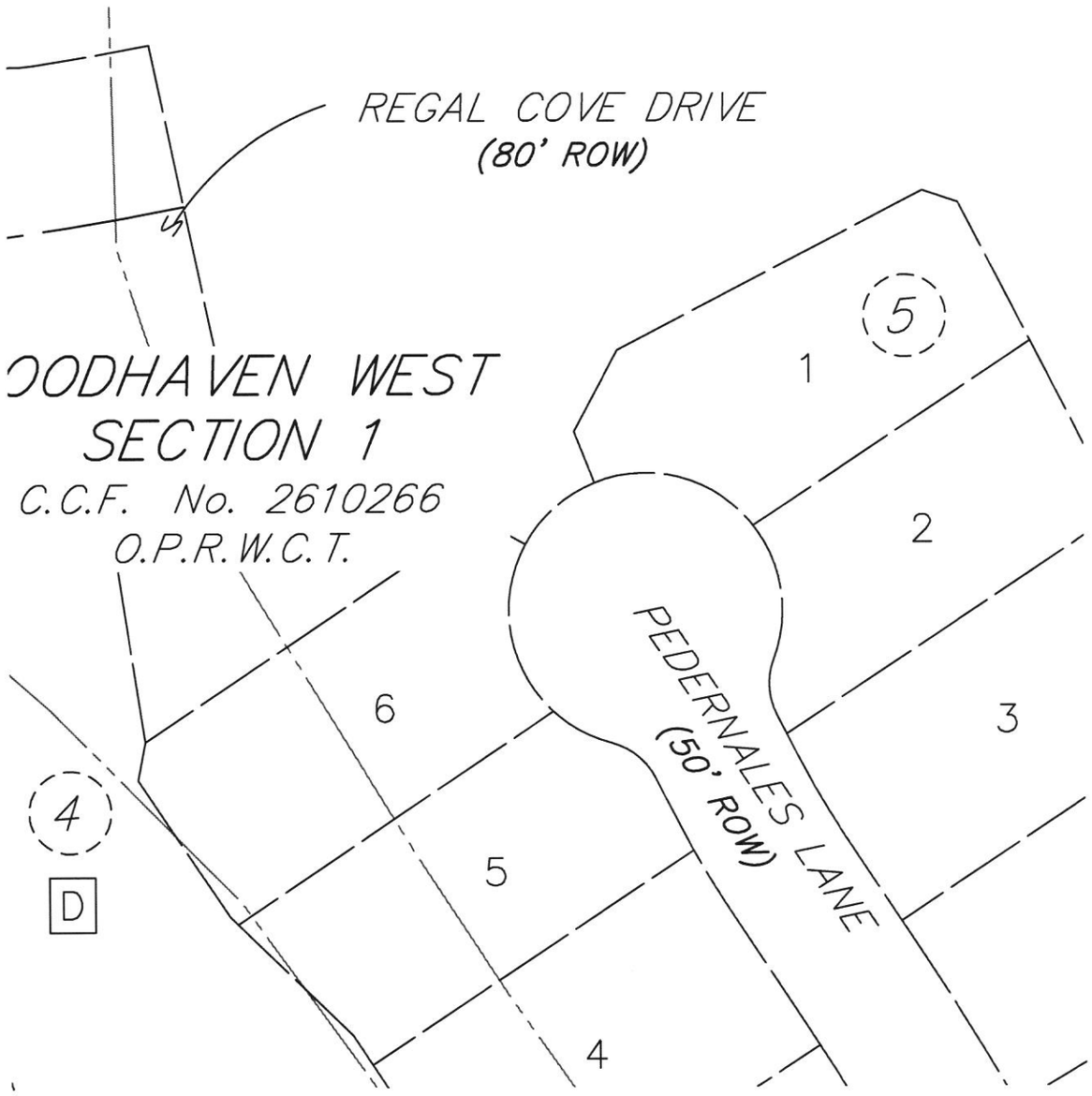
DATE: SEPTEMBER 2026 SCALE NTS SHEET 1AA OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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DATE: SEPTEMBER 2026 SCALE NTS SHEET 1AC OF 1	FINAL PLAT OF WOODHAVEN ESTATES WWTP NO 1	DRP TX 1, LLC a Delaware limited liability company 520 MADISON AVE, 21ST FLOOR NEW YORK, NY 10022 936.777.6600 jwadley@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 dmorales@quiddity.com

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WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

October 12, 2026

Christian R. Walker, P.E.
Quiddity
2322 W. Grand Pkwy N, Ste 150
Katy, TX 77449
832-280-8346

Re: Sunterra Lakes North Section 1 – Substantial Completion /One-Year Warranty Period

Mr. Walker,

This formal notice is per your request to inspect the above-referenced project in order to begin the one (1) year maintenance period.

Inspectors from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on August 19, 2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact our office at engineeringinspection@wallercounty.us if maintenance of any road surface in this section is required during this warranty time period.

Contact us on or after the anniversary date of August 19, 2027, to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

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

SUNTERRA LAKES NORTH SECTION 1

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction
Sunterra Lakes Boulevard	4	1023.00	0.19	80'	7" Concrete Pavement	62	Sunterra Lakes	4/2/2026	2604509	$ 633,022.17
Luna Lane	4	388.00	0.07	60'	6" Concrete Pavement	28	Sunterra Lakes	4/2/2026	2604509	$ 240,090.52
Kingfisher Cove Lane	4	687.00	0.13	60'	6" Concrete Pavement	28	Sunterra Lakes	4/2/2026	2604509	$ 425,108.73
		2098.00	**0.40**							**$ 1,298,228.91**
										$ 618.79

CIVIL SITE DEVELOPMENT
REQUEST FOR FINAL INSPECTION

I, Christian Walker, hereby certify that I am a Registered Professional
(Name)

Engineer in the State of Texas. To the best of my knowledge, information and belief, the Project at
Construction of Water, Sanitary, Drainage, and Paving in Sunterra Lakes Section 1
(Description of Project)

Constructed at Kingfisher Cove Lane, Brookshire, Texas, 77423
(Address) (City) (Zip Code)
was completed in conformance to the plans and specifications and, in my professional opinion, is in compliance with the Waller County Approved Plans and is ready for Final Inspection by the Waller County Engineer.

The Owner of this Project is: Astro Sunterra Lakes North, LP on behalf of Waller County No. 60 B

The General Contractor/Prime Contractor/Construction Manager for this project is:

Company Name: Bay Utilities LLC

Address: 28411 Sweetgum Road

City, State: Magnolia, Texas

Contact Person: Derek Scardino

Phone: (281) 636-4883 Email: Derek@bayutilities.com

(Engineers Seal)

STATE OF TEXAS
CHRISTIAN R. WALKER
161142
LICENSED PROFESSIONAL ENGINEER

(Signature) 06/25/2026
(Date)

2322 W Grand Pkwy N suite 150
(Mailing Address)

Katy, TX, 77449
(City, State, Zip)

chwalker@quiddity.com
(Email)

832-280-8346
(Phone No.)

This project was Reviewed, Inspected and found to be in substantial compliance with Waller County Rules & Regulations.

10/12/26

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

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

October 7, 2026

Christian Walker
2322 W Grand Pkwy N Suite 150
Katy, Tx
77449

Re: Sunterra Lakes North Section 4A – Substantial Completion /One-Year Warranty Period

Mr. Walker,

This formal notice is per your request to inspect the above-referenced project in order to begin the one (1) year maintenance period.

Inspectors from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on the date of acceptance by the Waller County Commissioners Court of October 28, 2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact our office at engineeringinspection@wallercounty.us if maintenance of any road surface in this section is required during this warranty time period.

Contact us on or after the anniversary date of October 28, 2027, to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

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

Sunterra Lakes North Section 4A

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction
Whistling Duck Street	4	1200.00	0.23	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604514	$367,104.00
Night Heron Drive	4	1014.00	0.19	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604514	$310,202.88
Egret Marsh Drive	4	185.00	0.04	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604514	$ 56,595.20
Scissor Trail	4	261.00	0.05	80'	6" Concrete Pavement	62	Sunterra Lakes North	4/2/2026	2604514	$ 79,845.12
Swallow Glen Drive	4	113.00	0.02	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604514	$ 34,568.96
		2773.00	**0.53**							**$848,306.70**
										$ 305.92

CIVIL SITE DEVELOPMENT
REQUEST FOR FINAL INSPECTION

I, Christian Walker, hereby certify that I am a Registered Professional
(Name)

Engineer in the State of Texas. To the best of my knowledge, information and belief, the Project at
Construction of Water, Sanitary, Drainage, and Paving in Sunterra Lakes North Section 4A
(Description of Project)

Constructed at Scissor Trail, Brookshire, Texas, 77423
(Address) (City) (Zip Code)

was completed in conformance to the plans and specifications and, in my professional opinion, is in compliance with the Waller County Approved Plans and is ready for Final Inspection by the Waller County Engineer.

The Owner of this Project is: Astro Sunterra Lakes North, LP on behalf of Waller County No. 60 B

The General Contractor/Prime Contractor/Construction Manager for this project is:

Company Name: Bay Utilities LLC

Address: 28411 Sweetgum Road

City, State: Magnolia, Texas

Contact Person: Derek Scardino

Phone: (281) 636-4883 Email: Derek@bayutilities.com

(Engineers Seal)

STATE OF TEXAS
CHRISTIAN R. WALKER
151142
LICENSED PROFESSIONAL ENGINEER

(Signature) 06/25/2026 (Date)

2322 W Grand Pkwy N suite 150
(Mailing Address)

Katy, TX, 77449
(City, State, Zip)

chwalker@quiddity.com
(Email)

832-280-8346
(Phone No.)

This project was Reviewed, Inspected and found to be in substantial compliance with Waller County Rules & Regulations.

J. Ross McCall, P.E., Waller County Engineer 10/08/26 **Date**

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

October 7, 2026

Christian Walker
2322 W Grand Pkwy N Suite 150
Katy, Tx
77449

Re: Sunterra Lakes North Section 4B – Substantial Completion /One-Year Warranty Period

Mr. Walker,

This formal notice is per your request to inspect the above-referenced project in order to begin the one (1) year maintenance period.

Inspectors from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on the date of acceptance by the Waller County Commissioners Court of October 28, 2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact our office at engineeringinspection@wallercounty.us if maintenance of any road surface in this section is required during this warranty time period.

Contact us on or after the anniversary date of October 28, 2027, to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

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

Sunterra Lakes North Section 4B

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction
Egret Marsh Drive	4	1476.00	0.28	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604516	$ 449,958.60
Harvestman Hollow Drive	4	1422.00	0.27	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604516	$ 433,496.70
Crawfish Court	4	180.00	0.03	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604516	$ 54,873.00
Pokeweed Path	4	300.00	0.06	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604516	$ 91,455.00
Swallow Glen Drive	4	848.00	0.16	60'	6" Concrete Pavement	28	Sunterra Lakes North	4/2/2026	2604516	$ 258,512.80
Asher Juniper Drive	4	146.00	0.03	80'	6" Concrete Pavement	62	Sunterra Lakes North	4/2/2026	2604516	$ 44,508.10
		4372.00	**0.83**							**$1,332,802.00**
		$304.85								

CIVIL SITE DEVELOPMENT
REQUEST FOR FINAL INSPECTION

I, Christian Walker, hereby certify that I am a Registered Professional
(Name)

Engineer in the State of Texas. To the best of my knowledge, information and belief, the Project at
Construction of Water, Sanitary, Drainage, and Paving in Sunterra Lakes North Section 4B
(Description of Project)

Constructed at Asher Juniper Drive, Brookshire, Texas, 77423
(Address) (City) (Zip Code)
was completed in conformance to the plans and specifications and, in my professional opinion, is in compliance with the Waller County Approved Plans and is ready for Final Inspection by the Waller County Engineer.

The Owner of this Project is: Astro Sunterra Lakes North, LP on behalf of Waller County No. 60 B

The General Contractor/Prime Contractor/Construction Manager for this project is:

Company Name: Bay Utilities LLC

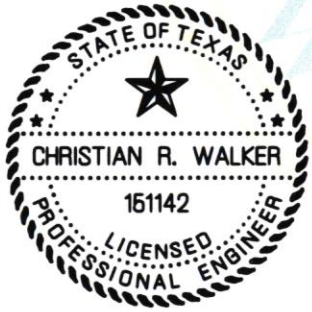
Address: 28411 Sweetgum Road

City, State: Magnolia, Texas

Contact Person: Derek Scardino

Phone: (281) 636-4883 Email: Derek@bayutilities.com

(Engineers Seal)



(Signature) 06/25/2026
(Date)

2322 W Grand Pkwy N suite 150
(Mailing Address)

Katy, TX, 77449
(City, State, Zip)

chwalker@quiddity.com
(Email)

832-280-8346
(Phone No.)

This project was Reviewed, Inspected and found to be in substantial compliance with Waller County Rules & Regulations.

J. Ross McCall 10/08/26

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

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

October 12, 2026

Christian R. Walker, P.E.
Quiddity
2322 W. Grand Pkwy N, Ste 150
Katy, TX 77449
832-280-8346

Re: Sunterra Lakes North Street Dedication and Reserves – Substantial Completion /One-Year Maintenance Period

Mr. Walker,

This formal notice is per your request to inspect the above-referenced project in order to begin the one (1) year maintenance period.

Inspectors from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on the date of August 19, 2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact our office at engineeringinspection@wallercounty.us if maintenance of any road surface in this section is required during this warranty time period.

Contact us on or after the anniversary date of August 19 2027, to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

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

SUNTERRA LAKES NORTH STREET DED

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction
Alligator Bayou Drive	4	70.00	0.01	80'	7" Concrete Pavement	28	Sunterra Lakes	05/30/2025	2506315	$ 43,241.80
Sunterra Lakes Boulevard	4	1104.00	0.21	80'	7" Concrete Pavement	62	Sunterra Lakes	05/30/2025	2506315	$ 681,984.96
Slider Creek Drive	4	69.00	0.01	80'	7" Concrete Pavement	62	Sunterra Lakes	05/30/2025	2506315	$ 42,624.06
Scissor Trail Drive	4	88.00	0.02	80'	7" Concrete Pavement	62	Sunterra Lakes	05/30/2025	2506315	$ 54,361.12
		1331.00	**0.25**							**$ 822,205.55**
										$ 617.74

CIVIL SITE DEVELOPMENT
REQUEST FOR FINAL INSPECTION

I, Christian R. Walker, hereby certify that I am a Registered Professional
(Name)

Engineer in the State of Texas. To the best of my knowledge, information and belief, the Project at

Construction of WSD&P in Sunterra Lakes North
(Description of Project)

Constructed at SUNTERRA LAKES BLVD, Brookshire, Texas, 77423
(Address) (City) (Zip Code)

was completed in conformance to the plans and specifications and, in my professional opinion, is in compliance with the Waller County Approved Plans and is ready for Final Inspection by the Waller County Engineer.

The Owner of this Project is: Astro Sunterra Lakes North LP

The General Contractor/Prime Contractor/Construction Manager for this project is:

Company Name: Fellers and Clark, LP

Address: 4691 Sandstone Lane

City, State: Houston, Texas

Contact Person: Nate Davis

Phone: 281-581-0770 Email: ndavis@fellersandclark.com

(Engineers Seal)

STATE OF TEXAS
CHRISTIAN R. WALKER
151142
LICENSED PROFESSIONAL ENGINEER

(Signature) 10/12/2026 (Date)

2322 W Grand Pkwy Ste 150
(Mailing Address)

Katy, Texas, 77449
(City, State, Zip)

chwalker@quiddity.com
(Email)

832-280-8346
(Phone No.)

This project was Reviewed, Inspected and found to be in substantial compliance with Waller County Rules & Regulations.

J. Ross McCall 10/12/26

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

Invoice

Brazos Valley Council of Governments
PO Drawer 4128
Bryan, TX 77805-4128

10/2/2026 10440

Billing Address
WALLER COUNTY
Accounts Payable
836 Austin Street, Suite 2200
Hempstead, TX 77445
USA

Service Address
WALLER COUNTY
836 Austin Street, Suite 203
Hempstead, TX 77445
USA

FY27 1st QTR COG Membership Dues 10.1.26 thru 12.31.26

Customer ID CIHC-WALCOU
Customer Name WALLER COUNTY

Invoice ID 10440
Invoice Date 10/2/2026

Charge Date	Charge Code	Description	Fixed Charge	Quantity	Unit Price	Amount	Sales Tax
10/2/2026	948	Waller County CIHC Quarterly Contribution	$8,250.00	0.00	0.00	$8,250.00	

Registration # 038287
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-6-26

OCT6'26PM2:49AUDITOR

OCT5'26AM9:10TREASURER

Payment Terms: Net 0 Days

Sales Tax: $0.00
Total: $8,250.00

To pay electronically via ACH credit or EDI payments:

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

Bank Routing (ABA) #: 111301122

Account #: 190110022877

Reference*#: CIHC-WALCOU

Invoice #*: 10440

*Helps ensure posting to correct invoice

INVOICE

Fort Bend Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

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

Bill to
Ms. Joan Beaty
Waller County Treasurer
836 Austin St.
Suite 2200
Hempstead, TX 77445

Ship to
Ms. Joan Beaty
Waller County Treasurer
836 Austin St.
Suite 2200
Hempstead, TX 77445

Invoice details
Invoice no.: 1753
Terms: Net 30
Invoice date: 10/05/2026
Due date: 11/04/2026

Registration # 038291
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10/26

OCT 26 PM 9:20 TREASURER
OCT 26 PM 2:49 AUDITOR

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/29/2026	**Autopsy**	Full Autopsy Case# 26-01660WL ordered by Judge Sydney Hester	1	$2,600.00	$2,600.00
2.	07/24/2026	**Autopsy**	Full Autopsy Case# 26-01932WL n ordered by Judge Sydney Hester	1	$2,600.00	$2,600.00
3.	08/14/2026	**Autopsy**	Full Autopsy Case# 26-02127WL dered by Judge Sydney Hester	1	$2,600.00	$2,600.00
4.	09/01/2026	**Autopsy**	Full Autopsy Case# 26-02294WL ered by Judge Sydney Hester	1	$2,600.00	$2,600.00

Total **$10,400.00**

Ways to pay

BANK

View and pay

HUSCH BLACKWELL

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

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

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

Invoice Date: September 30, 2026
Invoice Number: 4065182

Sent by Email to:
U.Tuck@wallercounty.us

INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through August 31, 2026

Currency: USD

Our Reference No. 0553103-0000005
Bankruptcy Litigation

Total Professional Services	1,210.00
Amount Due	**$1,210.00**

HUSCH BLACKWELL

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

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

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

PAYMENT DUE UPON RECEIPT
Invoice Date: September 30, 2026
Invoice Number: 4065182

Sent by Email to:
U.Tuck@wallercounty.us

For Professional Services Rendered and Costs Advanced Through August 31, 2026

Currency: USD

Our Reference No. 0553103-0000005
Bankruptcy Litigation

Date	Professional Services	Hours	Amount
08/06/26	[redacted]	0.20	$121.00
08/06/26	[redacted]	0.20	$121.00
08/06/26	[redacted]	0.30	$181.50

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Client: Waller County, Texas
Matter: Bankruptcy Litigation

Our Reference No.: 0553103-0000005
Invoice Number: 4065182

Date	Professional Services	Hours	Amount
08/07/26	[redacted]	0.30	$181.50
08/10/26	[redacted]	0.70	$423.50
08/21/26	[redacted]	0.20	$121.00
08/21/26	[redacted]	0.10	$60.50
	Total Hours and Fees	**2.00**	**$ 1,210.00**
	Current Invoice Due		**$1,210.00**

CONFIDENTIAL INFORMATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

HUSCH BLACKWELL

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

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

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

PAYMENT DUE UPON RECEIPT
Invoice Date: September 30, 2026
Invoice Number: 4065182

Sent by Email to:
U.Tuck@wallercounty.us

For Professional Services Rendered and Costs Advanced Through August 31, 2026

Currency: USD

Our Reference No. 0553103-0000005
Bankruptcy Litigation

Total Professional Services	1,210.00
Total Current Invoice	**$1,210.00**

PENDING

To pay online in minutes, visit our payment portal at https://www.huschblackwell.com/paymentportal

To pay by Ach/Wire, include invoice number or client number:

Enterprise Bank & Trust, 150 N Meramec Ave Clayton, MO 63105
Checking Account No: 4010000539 ABA/Routing No: 081006162 Swift Code: ENTRUS44

To pay by mail, mail checks to: *Husch Blackwell LLP, P.O. Box 790379, St. Louis, MO 63179*

If you have questions or need help, call 314-480-1500 or email us at ARInfo@huschblackwell.com

We want your feedback. Use the link below to provide us feedback on our services or the matter related to this invoice.
https://www.surveymonkey.com/r/53HQV8H

A2Z Houston Locksmith LLC
16326 Mueschke RD
Suite E-3, Cypress, TX 77433 United States
jaymie@houstonlocksmithonline.com | (713) 842-0945

Invoice #23002391

Issue date
Oct 5, 2026

Key cabinet

Job complete

Customer
Waller County Courthouse
Waller County Courthouse
a.boyd@wallercounty.us
(936) 727-3672
836 Austin
Waller , TX 77445

Invoice Details
PDF created October 5, 2026
$485.00
Service date October 1, 2026

Payment
Due October 19, 2026
$485.00

Items	Quantity	Price	Amount
240 count key cabinet FOR COURT HOUSE	1	$485.00	$485.00
Subtotal			$485.00

Total Due $485.00

COURT HOUSE SOFT COST

APPROVED
DANNY ROTHE
10/7/2026
D. R. Roth

Pay online

To pay your invoice go to https://squareup.com/u/1HXONEGH
Or open the camera on your mobile device and place the QR code in the camera's view.

LDDBlueline

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

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

No: 52344
Date: 09/30/2026
Due Date: 10/15/2026

Waller County Precinct 2 Annex Building

06.24.008

For Services Rendered Through 9/30/2026

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

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$69,750.00	$69,750.00	100.00	$.00
Design Development	$87,187.50	$81,084.38	96.00	$2,615.62
Construction Documents	$122,062.50	$.00	0.00	$.00
Procurement	$17,437.50	$.00	0.00	$.00
Construction Administration	$52,312.50	$.00	0.00	$.00
Total Professional Services	**$348,750.00**	**$150,834.38**		**$2,615.62**

Invoice Amount **$2,615.62**

APPROVED
10/9/26
D J.R. Roff

LDDBlueline

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

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

No: 52345
Date: 09/30/2026
Due Date: 10/15/2026

Waller County Precinct 3 Annex Building

06.24.007

For Services Rendered Through 9/30/2026

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

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$92,070.00	$92,070.00	100.00	$.00
Design Development	$115,087.50	$115,087.50	100.00	$.00
Construction Documents	$161,122.50	$161,122.50	100.00	$.00
Procurement	$23,017.50	$.00	50.00	$11,508.75
Construction Administration	$69,052.50	$.00	0.00	$.00
Added Service: Geotechnical Engineering Study	$8,690.00	$8,690.00	100.00	$.00
Total Professional Services	**$469,040.00**	**$376,970.00**		**$11,508.75**

Invoice Amount **$11,508.75**

APPROVED
10/9/26
D. R. Roth

WALD

Wald Relocation Services, LTD

14043 S. Gessner Rd.
Missouri City, TX 77489
713.512.4800

Invoice Date: 9/23/2026
Invoice #: 13677
Order #: WALD-5517-5
Customer #: 16483

Amount Due: **$2,131.50**
Due Date: 10/23/2026
After 10/23/2026 pay: $2,163.47

Amount Paid: $ _____

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

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

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

Remit To:

Invoice Date: 9/23/2026	**Wald Relocation Services, LTD**	**Wald Relocation Services, LTD**
Invoice #: 13677	**14043 S. Gessner Rd.**	**14043 S. Gessner Rd.**
Order #: WALD-5517-5	**Missouri City, TX 77489**	**Missouri City, TX 77489**
Customer #: 16483	713.512.4800	713-512-4800

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

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
Service Date: 9/15/26							$2,131.50
4003	O&I Supervisor	1.00 Crew	8.50 hrs	45.00	$382.50		$382.50
4006	O&I Mover	2.00 Crew	8.50 hrs	30.00	$510.00		$510.00
4026	O&I Installer	1.00 Crew	8.50 hrs	38.00	$323.00		$323.00
4015	O&I Driver	1.00 Crew	8.50 hrs	39.00	$331.50		$331.50
4016	O&I Bobtail	1.00 Units	8.50 hrs	35.00	$297.50		$297.50
22926	Crate Rental - week 6 & 7	36.00 Units	2.00 hrs	3.50	$252.00		$252.00
22951	Cont Shrink Wrap		1.00 Qty	35.00	$35.00		$35.00

Amount Due: **$2,131.50**
Due Date: 10/23/2026
After 10/23/2026 pay: $2,163.47

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

SOFT COST #4

APPROVED
DANNY ROTHE
WC/DF/CM
10/13/2026

Wald Relocation Services, LTD

19821 **Tuesday, September 15, 2026**

Waller County New Courthse

Origin: 646 9th St
Juvenile Probation
POC: Danny Rothe 979-221-3922
Hempstead, TX 77445

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

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

Home Phone:
Work Phone:
Other Phone:

Returning 30 E-Crates
11-E Pallets to wait!
W-Inland:

Coordinator: Lucio, Regina
Salesperson: Monfort, Duane
Customer: Waller County (16483)

Natl Account:
Natl Account #:
PO #:

Valuation: Normal Rate .60/lb

Service	Start	Pack	Load	Delivery
Load/Deliver	9:00 AM		09/15/2026	

Containers	Estimated	Actual	Containers	Estimated	Actual	Containers	Estimated	Actual
* V- BT w/Liftgate	1	1	E- Roll-A-Lift/Safe Jack			PC- Computer Wrap		
* Driver	1	1	E- Sliders			Pro- Cloth Pads	40	
* Installer	1	1	E- SpidC- Steel Dolly			Pro- Coreplast		
* Mover	2	2	E- SpidCrane			Pro- Corner Guard		
* Supervisor	1	1	E- Walk Board			Pro- Masonite		
Ctn- 1.5 Book			M- BubbleWrap			Pro- Matadoors		
Ctn- Inter-Lock			M- Cardboard Separator			Pro- Polynite		
Disposal Form			M- Corrugated Roll			Pro- Rug Runner		
E- Bins			M- Corrugated Sheets			Pro- Security Seal		
E- Deck Bar			M- Flat Brackets (Box)			Tape- Blue		
E- Dolly- 4-Wheel	20	20	M- Furniture Screws (Box)			Tape- Double Sided		
E- Dolly-Extension			M- Mounting Kit			Tape- Duct		
E- Dolly-Kickback			M- Newsprint			Tape- Polynite		
E- E-Crate			M- Packing Peanuts			Tape- Tan		
E- E-Crate Dolly			M- StretchWrap AntiStat			Tape- Velcro		
E- Ladder			M- StretchWrap Green	1	1	Tool & Drill		
E- Pallet Jack			M- Zip Ties			Tool- Door Stop		
E- Pallet Jack Lifter			Move- Inv. Sticker			Tool- J-Bar		
E- Pallets			Move- Inventory			Tool- Markers		
E- Panel Cart	2	2	Move- Label-248			Tool- Pry Bar		
E- RBC			Move- Label-500			Tool- Rubber Mallet		
E- RBC Covers			PC Bags			Tool- Utility Knife		

Special Instructions(Origin): START TIME:9;00 AM
Crew to pick up a desk and file cabinets from Juvenile Probation and deliver to Maintenance shop. Crew to then pick up from the storage unit pews and granite tables. The pews will be delivered to FM 1488 and the tables will go to 12th Street. Relocate 3 L shaped desks internally at 12th street and pick up 1 conference table. The conference table will be deliverd to the DA modular building on Sheriff R Glenn Smith Drive. After moves are completed, pick up all remaining ecrates and dollies from the courthouse on Austin. Notate quantities picked up on the ticket and bring them back to Wald.

IMPORTANT NOTICE- Read notice before signing below:

I acknowledge that the above requested work has been completed.

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

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

Signature of Customer, Owner or Agent x

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

Additional Notes:

Extra Stops

	Stop	From Date	To Date	From Time	To Time	Company	Address
Pickup	1	09/15/2026				Storage	21987 FM 359 Hempstead, TX 77445
	Contact: Danny Rothe				Phone: (979) 221-3922		Work:
Pickup	5	09/15/2026				Waller County Court House	836 Austin Heampstead, TX 77445
	Contact: Danny Rothe				Phone: (979) 221-3922		Work:
Delivery	1	09/15/2026				Maintenance Shop	425 Business 290 Hempstead, TX 77445
	Contact: Danny Rothe				Phone: (979) 221-3922		Work:
Delivery	3	09/15/2026				Waller County Court House	425 FM 1488 Hempstead, TX 77445
	Contact: Danny Rothe				Phone: (979) 221-3922		Work:
Delivery	4	09/15/2026				Waller County Court House	645 12th Street Hempstead, TX 77445
	Contact: Danny Rothe				Phone: (979) 221-3922		Work:
Delivery	5	09/15/2026				Waller County Court House	400 Sheriff R Glenn Smith Dr Hempstead, TX 77445
	Contact: Danny Rothe				Phone: (979) 221-3922		Work:

INVOICE

SCS
Southern Commercial Services
25514 Old Carriage Lane
Spring, Texas 77373
713-724-3353 / 713-805-0988

DEPOSIT

INVOICE NO: 11651

SOLD TO:
Waller County

SHIP TO:
Attn: Amanda Boyd
a.boyd@wallercounty.us

Customer #	SOLD BY	TERMS	SHIPPED VIA	DATE
				10/16/2026

Quantity	DESCRIPTION		AMOUNT
	(8) - refinish 11 foot pews to match the color sample. **$10.200.00**		
	Deposit of 1/2 down to start		**5,100.00**
	Balance due upon completion - $5,100.00		
	Scope of work:		
	1. strip benches of finish completely 2. wash residue off with steel wool & lacquer thinner 3. let them dry and sand 4. apply wood conditioner for even staining 5. stain with oil based stain 6. shoot 2 coats of sanding sealer, sanding in between coats 7. shoot 2 coats of pre-catalyzed satin lacquer sanding in between coats		
	Quote: #12172		
	Customer: **P. O./Order #:** **Proposal #:**		
	SUB TOTAL:		**5,100.00**
	TAX:		
	TOTAL:		**5,100.00**

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $72,506.29

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 55164-17 Project # 14280-00

Services current August 22, 2026 through September 25, 2026

2023 Mobility Bond - Joseph Rd 23204_23205

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request **Date**

Ross McCall 10/15/26

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

INVOICE

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

October 12, 2026
Project No: 00014280-00
Invoice No: 55164-17

Invoice Total $72,506.29

Project 00014280-00 2023 Mobility Bond-Joseph Rd-23204_23205
Services current August 22, 2026 through September 25, 2026

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	75,480.00	100.00	75,480.00	75,480.00	0.00
Preliminary Engineering	74,820.00	100.00	74,820.00	74,820.00	0.00
Final Design	471,290.00	67.9879	320,420.20	263,134.47	57,285.73
Drainage					
Preliminary Engineering	7,020.00	100.00	7,020.00	7,020.00	0.00
Final Design	46,335.00	80.4092	37,257.61	37,257.61	0.00
Traffic					
General	2,787.50	100.00	2,787.50	2,787.50	0.00
Preliminary Engineering	41,860.00	100.00	41,860.00	41,860.00	0.00
Final Design	55,470.00	50.00	27,735.00	12,765.84	14,969.16
Bridge					
Final Design	20,730.00	0.00	0.00	0.00	0.00
Consultants					
Environmental-Raba Kistner	16,860.50	100.00	16,860.50	16,860.50	0.00
Geotechnical-Terracon	51,670.00	100.00	51,670.00	51,670.00	0.00
ROW Survey Hegar Rd-Landtech	209,776.00	55.3151	116,037.88	116,037.88	0.00
SUE-Cobb Fendley	68,996.00	100.00	68,996.00	68,744.60	251.40
Total Fee	1,143,095.00		840,944.69	768,438.40	72,506.29

Total Fee **72,506.29**

Total this Task **$72,506.29**

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

Total this Phase	**$72,506.29**

Phase 0006 Construction Phase Services-HNTE

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

Total this Phase	**0.00**
Total this Invoice	**$72,506.29**

	Current	**Prior**	**Total**
Billings to Date	**72,506.29**	**768,438.40**	**840,944.69**

Fee Recap

1,198,870.00	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
1,198,870.00	*Total Authorized Fee*
840,944.69	*Billed To Date*
$357,925.31	

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

Waller County 2023 Mobility Bond

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

Progress Report for September Invoice

Billing Period
August 22, 2026 to September 25, 2026

Completed this Billing Period

- 70% Plans submitted for review
- Parcel 5 and 6 completed and submitted
- Utility conflict matrix (sub)
- Utility layouts (sub)

To be Completed next Billing Period

- Parcels 1-4 and 8 (sub)
- PER submittal

Outstanding Issues

PER Report Submittal: TBD

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

Final Design Submittal: 12/2026

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 9:06 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: BGE Invoice #55164-17 Mobility Bond Project Invoice-Joseph Rd-23204_23205
Attachments: 20261012-Invoice #55164-17-BGE-Joseph Rd-23204_23205.pdf

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

Good Morning

Attached is invoice 17 from BGE for Joseph Rd.

Project #: 23204
Project Name: Joseph Rd
Consultant: BGE
Percent spent so far: 70%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
26.10.12	55164-17	$72,506.29

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $7,223.00

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 55163-12 Project # 14279-00

Services current August 22, 2026 through September 25, 2026

2023 Mobility Bond - Various Intersections within Precinct 2-23201

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request — Date

Ross McCall 10/15/26

Signature of Official/Department Head Submitting Request — Date

INVOICE

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

October 12, 2026
Project No: 00014279-00
Invoice No: 55163-12

Invoice Total $7,223.00

Project 00014279-00 2023 Mobility Bond-Various Intersections within Precinct 2-23201

Services current August 22, 2026 through September 25, 2026

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	36,400.00	100.00	36,400.00	36,400.00	0.00
Preliminary Engineering	32,020.00	100.00	32,020.00	32,020.00	0.00
Final Design	109,605.00	100.00	109,605.00	109,605.00	0.00
Traffic					
General	46,315.00	100.00	46,315.00	46,315.00	0.00
Final Design	19,350.00	100.00	19,350.00	19,350.00	0.00
Consultants					
Environmental-Raba Kistner	17,740.50	100.00	17,740.50	17,740.50	0.00
Geotechnical Investigation Hegar Rd-Raba	11,357.00	100.00	11,357.00	11,357.00	0.00
ROW Survey-Landtech	84,029.00	67.3532	56,596.25	49,373.25	7,223.00
SUE-Cobb Fendley	38,960.00	100.00	38,960.00	38,960.00	0.00
Total Fee	395,776.50		368,343.75	361,120.75	7,223.00

Total Fee		**7,223.00**
	Total this Task	**$7,223.00**
	Total this Phase	**$7,223.00**

Phase 0004 Construction Phase Services-HNTE

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

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			30,260.00
Remaining			30,260.00

Total this Phase **0.00**

Total this Invoice **$7,223.00**

	Current	Prior	Total
Billings to Date	**7,223.00**	**361,120.75**	**368,343.75**

Fee Recap

426,036.50	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
426,036.50	*Total Authorized Fee*
368,343.75	*Billed To Date*
$57,692.75	

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

Waller County 2023 Mobility Bond

23201 – Various Intersections within Precinct 2

Progress Report for September Invoice

Billing Period
August 22, 2026 to September 25, 2026

Completed this Billing Period

- No design or submittal changes on behalf of BGE
- Survey work by Landtech

To be Completed next Billing Period

Outstanding Issues

PER Report Submittal: N/A

Interim Design Submittal: N/A

Final Design Submittal: 6/29/2026

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 2:21 PM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: BGE Invoice #55163-12_2023 Mobility Bond Project Invoice -Various Intersection
Attachments: 20261012-Invoice #55163-12-BGE-Various Intersections within Precinct 2-23201.pdf

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

Good Afternoon

Attached is invoice 12 from BGE for Various Intersections.

Project #: 23201
Project Name: Intersections
Consultant: BGE
Percent spent so far: 83%
Design Schedule Changes: Final submittal pushed 2 months

Invoice Date	Invoice #	Invoice $
10.12.26	55163-12	$7,223.00

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $65,572.97

Please make check payable to:

Name: Cobb Fendley

Address: 4424 W Sam Houston Pkwy N, Suite 600

Houston, TX 77041

Please mail check to:

Name: Cobb Fendley

Address: 4424 W Sam Houston Pkwy N, Suite 600

Houston, TX 77041

Purpose of check: Invoice # 366688-4 Project # 2611-003-01 Mayer Road

Professional Services from August 01, 2026 August 31, 2026.

Mobility

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request Date

10/15/2026

Signature of Official/Department Head Submitting Request Date

Invoice

CobbFendley
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041

September 21, 2026
Invoice No: 366688

Waller County
775 Business 290 East
Hempstead, TX 77445

Amount Due this Invoice $65,572.97

Project 2611-003-01 Mayer Road
Project Name: Mayer Road
Waller County Bond Project Number: 23210

Note: Send invoices to Selena Alvarado (salvarado@lja.com) and Natasha Medina (nmedina@lja.com); cc jtyler@lja.com, mkeck@lja.com, and kdezarn@lja.com

Please see contract for file naming convention and email subject line requirements.

Professional Services from August 01, 2026 to August 31, 2026

Task 01 General / Management

Fee

Total Fee	84,815.00			
Percent Complete	25.00	Total Earned	21,203.75	
		Previous Fee Billing	16,963.00	
		Current Fee Billing	4,240.75	
		Total Fee		**4,240.75**
			Total this Task	**$4,240.75**

Task 03 Landtech

Subtask A Design Survey

Fee

Total Fee	129,866.76			
Percent Complete	95.00	Total Earned	123,373.42	
		Previous Fee Billing	110,386.75	
		Current Fee Billing	12,986.67	
		Total Fee		**12,986.67**
			Total this Subtask	**$12,986.67**
			Total this Task	**$12,986.67**

Task 04 Preliminary Engineering

Subtask A Design / PER phase

Fee

Total Fee	77,780.00			
Percent Complete	50.00	Total Earned	38,890.00	
		Previous Fee Billing	15,556.00	
		Current Fee Billing	23,334.00	
		Total Fee		**23,334.00**

PAYMENT DUE UPON RECEIPT. PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT.

Project	2611-003-01	Mayer Road		Invoice	36668
			Total this Subtask		**$23,334.00**
Subtask	B	H&H			
Fee					
Total Fee		49,920.00			
Percent Complete		80.00	Total Earned	39,936.00	
			Previous Fee Billing	29,952.00	
			Current Fee Billing	9,984.00	
			Total Fee		**9,984.00**
			Total this Subtask		**$9,984.00**
Subtask	C	Traffic			
Fee					
Total Fee		27,154.00			
Percent Complete		85.00	Total Earned	23,080.90	
			Previous Fee Billing	19,007.80	
			Current Fee Billing	4,073.10	
			Total Fee		**4,073.10**
			Total this Subtask		**$4,073.10**
Subtask	D	SUE			
Fee					
Total Fee		44,252.25			
Percent Complete		50.00	Total Earned	22,126.13	
			Previous Fee Billing	13,275.68	
			Current Fee Billing	8,850.45	
			Total Fee		**8,850.45**
			Total this Subtask		**$8,850.45**
Subtask	E	UC			
Fee					
Total Fee		10,520.00			
Percent Complete		50.00	Total Earned	5,260.00	
			Previous Fee Billing	3,156.00	
			Current Fee Billing	2,104.00	
			Total Fee		**2,104.00**
			Total this Subtask		**$2,104.00**
			Total this Task		**$48,345.55**
			Total this Invoice		**$65,572.97**

CLIENT: Waller County
PROGRAM: 2023 Mobility Bond
BOND PROJECT #: 23210

PRIME PROVIDER: Cobb, Fendley & Associates, Inc.
PROJECT NAME: Mayer Road
PROJECT LIMITS: From FM 362 to FM 1488

DETAILED INVOICE WORKSHEET

Invoice Number: 4
Period of Services: August 1, 2026 to August 31, 2026
Method of Payment: LUMP SUM

PHASE / SERVICE	Contract Fee	Previous Period		Current Period			Fee Remaining
		% Complete	Billed To Date	% Complete	Billed To Date	Current Billing	
General Services	$ 84,815.00	20.0%	$ 16,963.00	25.0%	$ 21,203.75	$ 4,240.75	$ 63,611.25
Geotechnical Investigation	$ 60,589.00	90.0%	$ 54,530.10	90.0%	$ 54,530.10	$ -	$ 6,058.90
Environmental Investigation	$ 13,800.00	81.9%	$ 11,295.30	81.9%	$ 11,295.30	$ -	$ 2,504.70
Design Survey	$ 129,866.76	85.0%	$ 110,386.75	95.0%	$ 123,373.42	$ 12,986.67	$ 6,493.34
Right-of-Way Survey	$ 70,413.00	50.0%	$ 35,206.50	50.0%	$ 35,206.50	$ -	$ 35,206.50
Preliminary Engineering							
Design / PER	$ 77,780.00	20.0%	$ 15,556.00	50.0%	$ 38,890.00	$ 23,334.00	$ 38,890.00
H&H	$ 49,920.00	60.0%	$ 29,952.00	80.0%	$ 39,936.00	$ 9,984.00	$ 9,984.00
Traffic	$ 27,154.00	70.0%	$ 19,007.80	85.0%	$ 23,080.90	$ 4,073.10	$ 4,073.10
SUE	$ 54,772.25	30.0%	$ 16,431.68	50.0%	$ 27,386.13	$ 10,954.45	$ 27,386.12
Final Design	$ 267,590.00	0.0%	$ -	0.0%	$ -	$ -	$ 267,590.00
Additional Services	$ 151,150.00	0.0%	$ -	0.0%	$ -	$ -	$ 151,150.00
TOTAL	**$ 987,850.01**	**31.3%**	**$ 309,329.13**	**38.0%**	**$ 374,902.10**	**$ 65,572.97**	**$ 612,947.91**

SUMMARY OF MONTHLY ACTIVITIES
Cobb, Fendley & Associates

Project Description: Waller County – Mayer Road
Invoice No.: 4
Invoice Period: August 1, 2026 to August 31, 2026

Activities performed during this period:

General Services
- Coordination with LJA, subconsultants, and between CobbFendley departments.
- Attend meetings and conference calls, prepared correspondence, and minutes.
- Prepare written progress report.

Geotechnical Investigation
- No activities performed during this period.

Environmental Investigation
- No activities performed during this period.

Design Survey
- Begin survey control map sheets.

Preliminary Engineering
- Begin draft drainage report
- Finalize draft traffic signal warrant study
- Begin utility layout sheets
- Begin PER report and schematic layout sheets

Final Design
- No activities performed during this period.

Additional Services
- No activities performed during this period.

SUMMARY OF MONTHLY ACTIVITIES
Cobb, Fendley & Associates

Activities to be performed next period:

General Services
- Coordination with LJA, subconsultants, and between CobbFendley departments.
- Attend meetings and conference calls, prepared correspondence, and minutes.
- Prepare written progress report.

Geotechnical Investigation
- Update geotechnical report based on comments and finalize.

Environmental Investigation
- Update environmental constraints evaluation draft report based on comments and finalize.

Design Survey
- Update 2D, 3D topo and ROW files if necessary.
- Begin metes and bounds for ROW acquisition.

Preliminary Engineering
- Finalize draft drainage report
- Finalize utility layout sheets
- QAQC PER report and schematic layout sheets
- Submit PER Report

Final Design
- No activities anticipated during this period.

Additional Services
- No activities anticipated during this period.

Schedule of Submittals:
- 9/25/26: PER submittal
- 12/18/26: 70% PS&E submittal
- 5/14/27: 100% PS&E submittal

0 days	Thu 4/23/26	Thu 4/23/26
60 days	Mon 5/11/26	Fri 7/31/26
85 days	Mon 5/11/26	Fri 9/4/26
85 days	Mon 5/11/26	Fri 9/4/26
100 days	Mon 10/12/26	Fri 2/26/27
60 days	**Mon 7/6/26**	**Fri 9/25/26**
60 days	Mon 7/6/26	Fri 9/25/26
60 days	Mon 7/6/26	Fri 9/25/26
60 days	Mon 7/6/26	Fri 9/25/26
60 days	Mon 7/6/26	Fri 9/25/26
10 days	Mon 9/28/26	Fri 10/9/26
50 days	**Mon 10/12/26**	**Fri 12/18/26**
15 days	Mon 12/21/26	Fri 1/8/27
90 days	**Mon 1/11/27**	**Fri 5/14/27**
0 days	Fri 9/25/26	Fri 9/25/26
0 days	Fri 12/18/26	Fri 12/18/26
0 days	Fri 5/14/27	Fri 5/14/27



ed)

Project Summary | Manual Task | Start-only | Deadline

Inactive Task | Duration-only | Finish-only | Progress

Item 34.

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 8:46 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice - CobbFendley Invoice 366688-4
Attachments: 20260921-Invoice#366688-4CobbFendley-Mayer Road-23210.pdf

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

Good morning,

Attached is invoice 4 from Cobb Fendley for Mayer Road.

Project #: 23210
Project Name: Mayer Road
Consultant: Cobb Fendley
Percent spent so far: 38%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
09.21.26	366688-4	$65,572.97

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $110,582.21

Please make check payable to:

Name: Cobb Fendley

Address: 4424 W Sam Houston Pkwy N, Suite 600

Houston, TX 77041

Please mail check to:

Name: Cobb Fendley

Address: 4424 W Sam Houston Pkwy N, Suite 600

Houston, TX 77041

Purpose of check: Invoice # 367202-5 Project # 2612-009-01 Richards Road

Professional Service for period ending August 31, 2026

Mobility

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request — Date

J. Ross McCall 10/15/26

Signature of Official/Department Head Submitting Request — Date

Invoice

CobbFendley
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041

October 08, 2026
Invoice No: 367202

Waller County
775 Business 290 East
Hempstead, TX 77445

Amount Due this Invoice $110,582.21

Project 2612-009-01 Richards Road
County Bond Project #23312

Payment Instructions: To help prevent payment fraud, please verify any requests for change in CobbFendley payment instructions or remittance address through a phone call to Mylinh Diep, Accounting Manager or Rachel Edwards, CFO

Invoice for period ending August 31, 2026

Task	01	General Contract Services			
Fee					
Total Fee		36,956.00			
Percent Complete		75.00	Total Earned	27,717.00	
			Previous Fee Billing	14,782.40	
			Current Fee Billing	12,934.60	
			Total Fee		**12,934.60**
				Total this Task	**$12,934.60**

Task	02	Preliminary Engineering			
Fee					
Total Fee		36,778.00			
Percent Complete		100.00	Total Earned	36,778.00	
			Previous Fee Billing	31,261.30	
			Current Fee Billing	5,516.70	
			Total Fee		**5,516.70**
				Total this Task	**$5,516.70**

Task	03	Final Design			
Fee					
Total Fee		70,724.00			
Percent Complete		60.00	Total Earned	42,434.40	
			Previous Fee Billing	0.00	
			Current Fee Billing	42,434.40	
			Total Fee		**42,434.40**
				Total this Task	**$42,434.40**

Task	05	Environmental			
Fee					
Total Fee		23,899.00			

PAYMENT DUE UPON RECEIPT. PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT.

Project	2612-009-01	Richards Road			Invoice	36720
Percent Complete		100.00	Total Earned		23,899.00	
			Previous Fee Billing		17,593.21	
			Current Fee Billing		6,305.79	
			Total Fee			**6,305.79**
				Total this Task		**$6,305.79**

Task	07	Surveying				
Fee						
Total Fee		51,586.00				
Percent Complete		100.00	Total Earned		51,586.00	
			Previous Fee Billing		25,793.00	
			Current Fee Billing		25,793.00	
			Total Fee			**25,793.00**
				Total this Task		**$25,793.00**

Task	08	Subsurface Utility Engineering				
Fee						
Total Fee		30,960.00				
Percent Complete		100.00	Total Earned		30,960.00	
			Previous Fee Billing		13,500.00	
			Current Fee Billing		17,460.00	
			Total Fee			**17,460.00**
				Total this Task		**$17,460.00**

Task	95	Reimbursables				
Reimbursable Expenses						
MILEAGE- REIMBURSABLE						
6/19/2026	Ray, Stephen	Richards Rd Site Investigation			59.45	
6/23/2026	Ray, Stephen	Richards Rd Pct 3 Meeting			15.95	
8/21/2026	Ray, Stephen	Richards Rd Field Review of Exist Util			62.32	
	Total Reimbursables			**1.0 times**	**137.72**	**137.72**

Budget Amount	**Current**	**Prior**	**To-Date**
Total Billings	137.72	121.80	259.52
Budget			850.00
Remaining			590.48

	Total this Task	**$137.72**
	Total this Invoice	**$110,582.21**

CobbFendley
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041

Invoice Date: 10/8/2026
Invoice Number: 367202-5
Invoice Period Ending: 8/31/2026
Consultant Project No: 2612-009-01
Project Name: Richards Road
County Bond Project No.: 23312

INVOICE SUMMARY

	Authorized Amount	Remaining	Previously Invoice	Current Invoiced	Billed To- Date	% Billed to date
General Contract Services	$ 36,956.00	$ 9,239.00	$ 14,782.40	$ 12,934.60	$ 27,717.00	75%
Preliminary Engineering	$ 36,778.00	$ -	$ 31,261.30	$ 5,516.70	$ 36,778.00	100%
Final Design	$ 70,724.00	$ 28,289.60		$ 42,434.40	$ 42,434.40	60%
Environmental	$ 23,899.00	$ -	$ 17,593.21	$ 6,305.79	$ 23,899.00	100%
Geotechnical	$ 13,863.00	$ -	$ 13,863.00	$ -	$ 13,863.00	100%
Surveying	$ 51,586.00	$ -	$ 25,793.00	$ 25,793.00	$ 51,586.00	100%
Subsurface Utility Engineering	$ 30,960.00	$ -	$ 13,500.00	$ 17,460.00	$ 30,960.00	100%
Reimbursable Expenses	$ 830.00	$ 570.48	$ 121.80	$ 137.72	$ 259.52	31%
Subtotal (LS)	$ 265,596.00	$ 38,099.08	$ 116,914.71	$ 110,582.21	$ 227,496.92	86%
Bid & Construction Phase	$ 52,940.00	$ 52,940.00				0%
Subtotal (Hourly)	$ 52,940.00	$ 52,940.00	$ -	$ -	$ -	0%
TOTAL	**$ 318,536.00**	**$ 91,039.08**	**$ 116,914.71**	**$ 110,582.21**	**$ 227,496.92**	**71%**
TOTAL AMOUNT DUE				**$**		**110,582.21**

Payment Instructions: To help prevent payment fraud, please verify any requests for change in CobbFendley payment instructions or remittance address through a phone call to Mylinh Diep, Accounting Manager or Rachel Edwards, CFO

Waller County 2023 Mobility Bond

23312 Richards Road

Monthly Invoice Progress Report

Invoice Number: 367202-5
Invoice Period Ending: 8/31/2026
Consultant: Cobb, Fendley & Associates, Inc.

Work Completed

Task 1 – General Contract Services

- On-going internal coordination regarding project progress and design schedule.
- On-going coordination with subconsultants regarding schedule and scope.

Task 2 – Preliminary Engineering Services

- PER submitted.

Task 3 – Final Design Services

- Finalizing 70% Design Submittal package.

Task 4 – Bid and Construction Services

- No activity this month.

Task 5 – Environmental Services (KCI Technologies, Inc.)

- Work completed, report final.

Task 6 – Geotechnical Services (HTS, Inc. Consultants)

- Work completed, report final with County comments addressed.

Task 7 – Surveying Services (Woolpert)

- Work completed, topographic survey and control sheets received.

Task 8 – Subsurface Utility Engineering Services (Teague Nall and Perkins, Inc.)

- Work completed, utility layout sheets received.

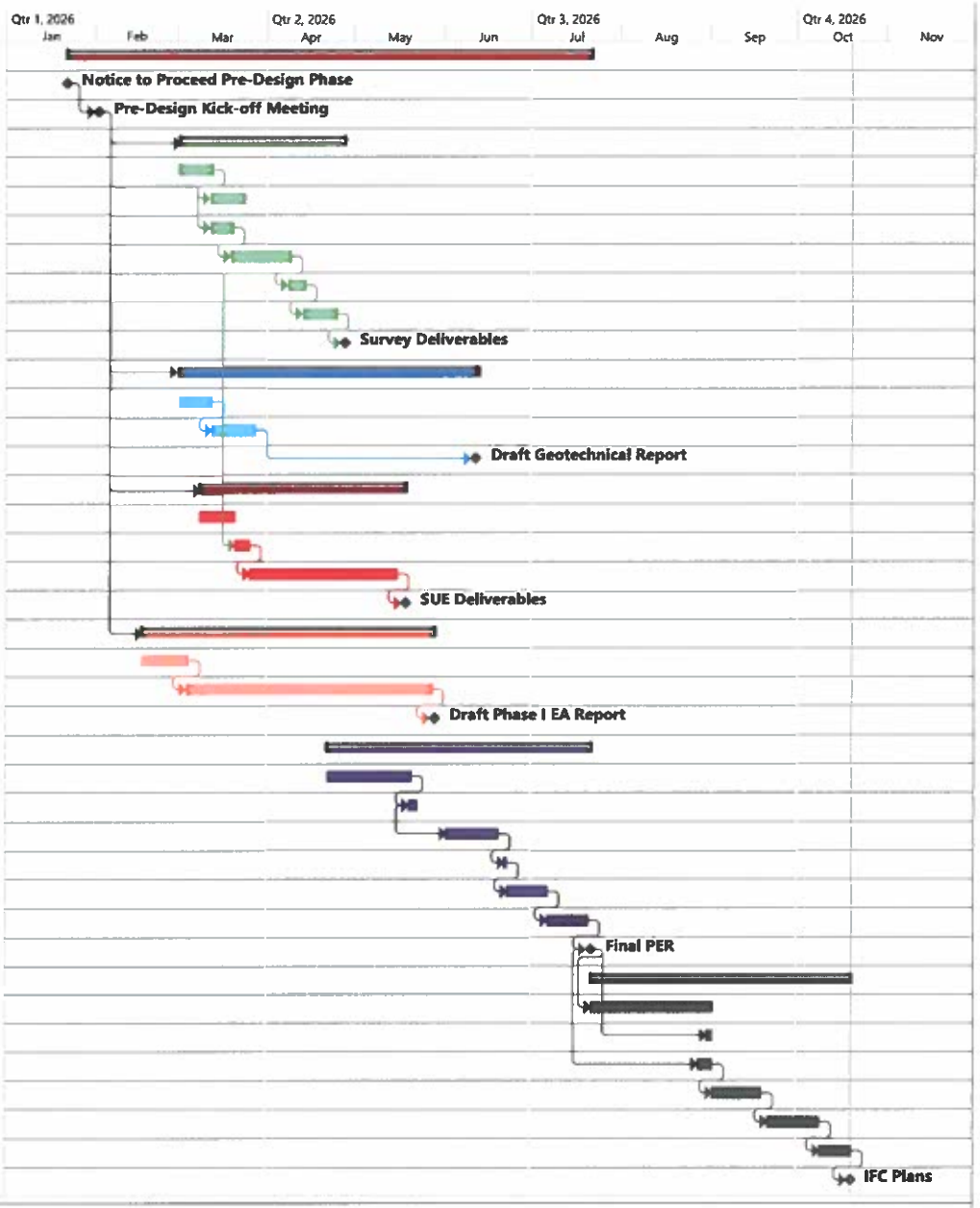
Task 95 – Reimbursables

- Site investigation performed.

Upcoming Planned Progress

- On-going coordination with subconsultants regarding scope and progress, as needed.
- Submit 70% design package for review.
- Coordinate with outside agencies for review and approval.

ID	Task Name	Duration	Start	Finish
1	**PRELIMINARY ENGINEERING DESIGN PHASE**	**131 days**	**Thu 1/22/26**	**Tue 7/21/26**
2	Notice to Proceed Pre-Design Phase	0 days	Thu 1/22/26	Thu 1/22/26
3	Pre-Design Kick-off Meeting	0 days	Mon 2/2/26	Mon 2/2/26
4	**Topographic Survey**	**41 days**	**Mon 3/2/26**	**Mon 4/27/26**
5	Draft and Deliver Right-of-Entry (ROE) Letters	9 days	Mon 3/2/26	Thu 3/12/26
6	Deed Sketches	7 days	Fri 3/13/26	Mon 3/23/26
7	Acquire Field Data (Within ROW)	5 days	Fri 3/13/26	Thu 3/19/26
8	Process Field Data	14 days	Fri 3/20/26	Wed 4/8/26
9	Acquire Additional Field Data (Outside of ROW)	3 days	Thu 4/9/26	Mon 4/13/26
10	Prepare Survey Deliverables (SUE Data, Topo, ROW Limits)	9 days	Tue 4/14/26	Fri 4/24/26
11	Survey Deliverables	1 day	Mon 4/27/26	Mon 4/27/26
12	**Geotechnical Investigation**	**75 days**	**Mon 3/2/26**	**Fri 6/12/26**
13	Field Work/Drilling	9 days	Mon 3/2/26	Thu 3/12/26
14	Lab Testing	11 days	Fri 3/13/26	Fri 3/27/26
15	Draft Geotechnical Report	0 days	Fri 6/12/26	Fri 6/12/26
16	**Subsurface Utility Engineering**	**51 days**	**Mon 3/9/26**	**Mon 5/18/26**
17	Level D & C - Records Research	10 days	Mon 3/9/26	Fri 3/20/26
18	Level A - Test Holes	3 days	Sat 3/21/26	Wed 3/25/26
19	Level B - Toning & Designation	37 days	Thu 3/26/26	Fri 5/15/26
20	SUE Deliverables	1 day	Mon 5/18/26	Mon 5/18/26
21	**Environmental Evaluation**	**75 days**	**Tue 2/17/26**	**Thu 5/28/26**
22	Records Review and Habitat Assessment	14 days	Tue 2/17/26	Wed 3/4/26
23	Phase I Environmental Site Assessment Report	60 days	Thu 3/5/26	Wed 5/27/26
24	Draft Phase I EA Report	1 day	Thu 5/28/26	Thu 5/28/26
25	**Drainage Analysis and Final PER**	**65 days**	**Wed 4/22/26**	**Tue 7/21/26**
26	Perform Drainage Analysis for Existing and Proposed Conditions	21 days	Wed 4/22/26	Wed 5/20/26
27	Preliminary Opinion of Probable Construction Cost	3 days	Wed 5/20/26	Fri 5/22/26
28	Preliminary Engineering Report (PER) Draft	14 days	Tue 6/2/26	Fri 6/19/26
29	PER Meeting with Waller County	1 day	Mon 6/22/26	Mon 6/22/26
30	Prepare Final Preliminary Engineering Report with 30% Design	10 days	Tue 6/23/26	Mon 7/6/26
31	County Review	10 days	Tue 7/7/26	Mon 7/20/26
32	Final PER	1 day	Tue 7/21/26	Tue 7/21/26
33	**FINAL ENGINEERING DESIGN PHASE**	**65 days**	**Wed 7/22/26**	**Mon 10/19/26**
34	90% Design Submittal	30 days	Wed 7/22/26	Tue 9/1/26
35	Updated Opinion of Probable Construction Cost	2 days	Mon 8/31/26	Tue 9/1/26
36	Prepare Project Standards and Specifications	3 days	Fri 8/28/26	Tue 9/1/26
37	County Review	14 days	Wed 9/2/26	Fri 9/18/26
38	Obtain Permit Approvals (TxDOT, City, etc)	14 days	Mon 9/21/26	Thu 10/8/26
39	Prepare Issued for Construction Plan Set	7 days	Fri 10/9/26	Mon 10/19/26
40	IFC Plans	0 days	Mon 10/19/26	Mon 10/19/26



Waller County - Richards Road
Design Schedule
September 2026

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 11:03 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Cobb Fendley Richards 367202- 2023 Mobility Bond Project Invoice
Attachments: 2026_10_08_- Invoice No.367202-CobbFendley-Richard Road.pdf

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

Good Morning

Attached is invoice 5 from Cobb Fendley for Richards Rd.

Project #: 23312
Project Name: Richards
Consultant: Cobb Fendley
Percent spent so far: 71%
Design Schedule Changes: No change to final submittal date

Invoice Date	Invoice #	Invoice $
10.08.26	367202 -5	$110,582.21

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $273,334.12

Please make check payable to:

Name: Edminster Hinshaw Russ & Assoc. dba EHRA Engineering

Address: 10011 Meadowglen Lane

Houston, Texas 77042

Please mail check to:

Name: Edminster Hinshaw Russ & Assoc. dba EHRA Engineering

Address: 10011 Meadowglen Lane

Houston, Texas 77042

Purpose of check: Invoice # 15 Project # 23402 & 23403

241-134-00 Bartlett Road

Professional Services for the Date Ending September 06, 2026

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request — Date

J. Ross McCall 10/15/2026

Signature of Official/Department Head Submitting Request — Date

EHRA
ENGINEERING THE FUTURE
SINCE 1936

INVOICE

Remit via ACH to:
Stellar Bank
Routing # 113025723 - Account # 1017342

Edminster Hinshaw Russ & Assoc.
dba EHRA Engineering
10011 Meadowglen Lane
Houston, Texas 77042
713.784.4500

Waller County
775 Business 290 East
Hempstead, TX 77445

Invoice Number: 15
Date: 9/28/26
Invoice Total: $273,334.12
Professional Services for the Date Ending 9/6/26

241-134-00 Bartlett Road
Waller County Project #23402 & 23403

	Contract Fee	% Complete	Billed to Date	Current Billing	Fee Remaining
General - Project Management - Segment I	$227,882.00	40.00%	$91,152.80	$11,394.10	$136,729.20
Preliminar Engineering - Segment I	$325,227.00	100.00%	$325,227.00	$0.00	$0.00
Final Design - Segment I	$743,479.00	50.00%	$371,739.49	$111,521.84	$371,739.51
General - Project Management - Segment II	$221,262.00	40.00%	$88,504.80	$11,063.10	$132,757.20
Preliminar Engineering - Segment II	$223,782.00	100.00%	$223,782.00	$0.00	$0.00
Final Design - Segment II	$667,674.00	50.00%	$333,837.00	$100,151.10	$333,837.00
Geotechnical - Segment I - Tetratech	$63,149.70	100.00%	$63,149.70	$0.00	$0.00
Geotechnical - Segment II - Tetratech	$70,052.00	100.00%	$70,052.00	$0.00	$0.00
Survey - Weisser	$211,590.00	64.64%	$136,780.00	$0.00	$74,810.00
Environmental - Consr	$18,866.00	85.69%	$16,166.60	$0.00	$2,699.40
Subsurface Utility Engineering - Pape-Dawson	$70,110.00	85.02%	$59,610.00	$15,811.18	$10,500.00
	$2,843,073.70	62.61%	$1,780,001.39	$249,941.32	$1,063,072.31

Optional Additional Services	Contract Fee	% Complete	Total Billed	Current Billing	Fee Remaining
Structural - AKV	$100,515.00	0.00%	$0.00	$0.00	$100,515.00
Subsurface Utility Engineering - Pape-Dawson	$105,700.00	22.13%	$23,392.80	$23,392.80	$82,307.20
	$206,215.00	11.34%	$23,392.80	$23,392.80	$182,822.20

Construction Services - Hourly	Contract Fee	% Complete	Total Billed	Current Billing	Fee Remaining
CPS - Segment I	$91,777.00	0.00%	$0.00	$0.00	$91,777.00
CPS - Segment II	$91,777.00	0.00%	$0.00	$0.00	$91,777.00
Structural - AKV	$16,720.00	0.00%	$0.00	$0.00	$16,720.00
	$200,274.00	0.00%	$0.00	$0.00	$200,274.00

	Contract Fee	% Complete	Total Billed	Current Billing	Fee Remaining
Estimated Expenses	$3,520.00	2.36%	$82.94	$0.00	$3,437.06

Grand Total	$3,253,082.70	55.44%	$1,803,477.13	$273,334.12	$1,449,605.57

10011 Meadowglen Ln
Houston, Texas 77042
T 713.784.4500
EHRAinc.com
TBPE No. F-726

MONTHLY PROGRESS REPORT – September 2026

I. Project

Bartlett Road (Waller County Project Number 23402 & 23403)

Cane Island Parkway to Clay Road

II. Work Completed August 10, 2026 thru September 6, 2026

1. Survey (Weisser)
    a) ROE – Complete
    b) Survey Control – Complete
    c) Existing ROW Mapping – Complete
    d) Topographic Survey – Complete
    e) Control and Right-of-way staking – No update
    f) Metes & Bounds – In Progress
2. Geotechnical (TetraTech)
    a) Geotechnical Field Investigation and Testing Complete
3. Environmental (Consor)
    a) Environmental Complete
4. Engineering (EHRA)
    a) Roadway
        - Preparing 70% Plans
    b) Drainage Analysis
        - Coordinated with GFT for drainage analysis
        - Sized Detention Pond
    c) Traffic
        - Traffic Study completed
5. Structural (AKV)
    a) No update
6. SUE (Pape-Dawson)
    a) SUE level C/D completed

10011 Meadowglen Ln
Houston, Texas 77042
T 713.784.4500
EHRAinc.com
TBPE No. F-726

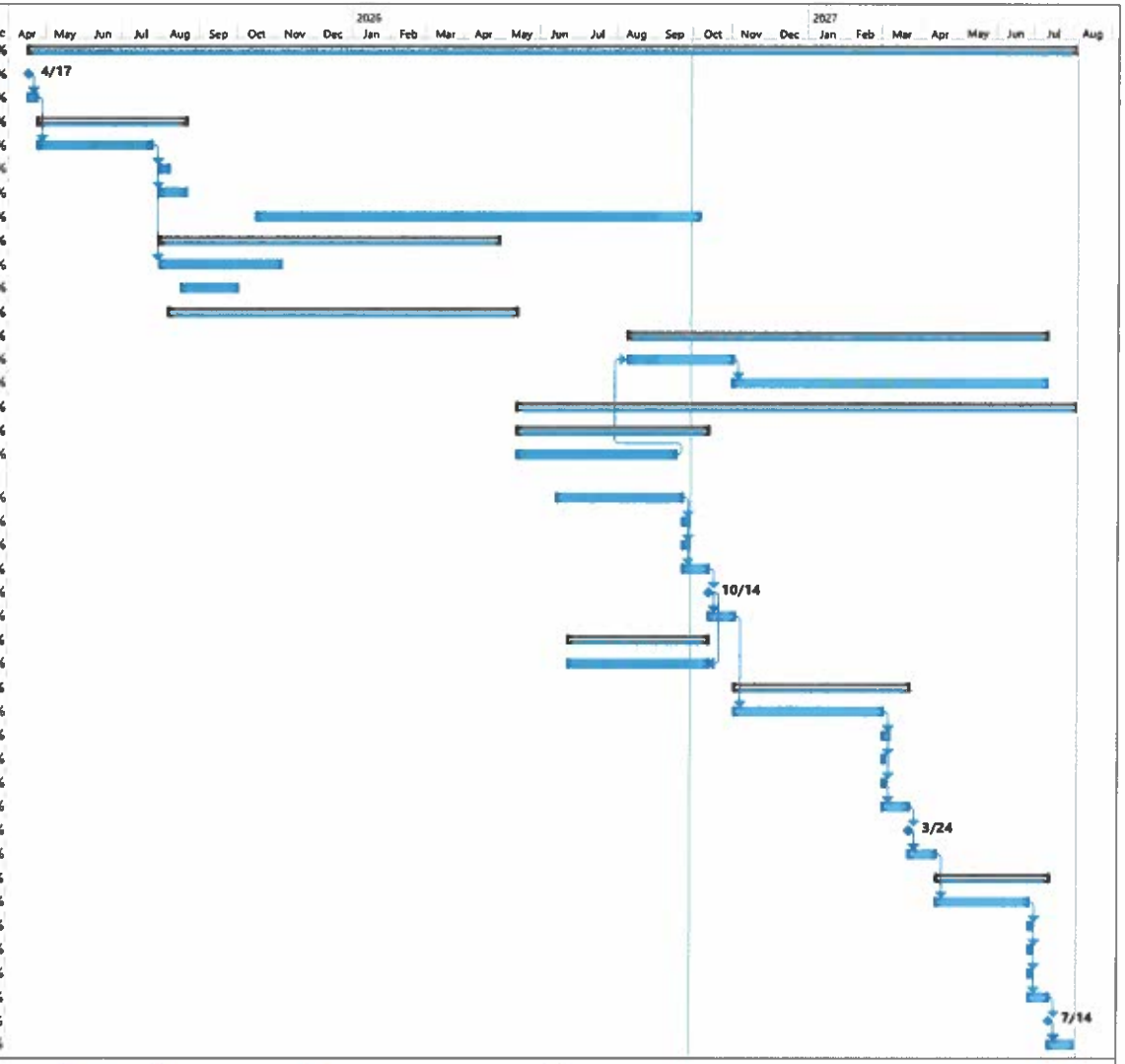
b) SUE Level A/B in progress

7. Project Management (EHRA)
    a) Attend progress meetings
    b) Coordinate with Survey, Geotechnical, Environmental, & SUE

A. Meetings -
- 8/12/26 - Waller County - Morton Road, Bartlett Road, and Lakes of Cane Island (Rylander) Coordination
- 8/20/26 – Waller Bond Program/Lakes of Cane Island Coordination Meeting
- 8/25/26 - BKDD Pre-Dev Mtg - 01652 - WCMBP Morton Road DIA discussion (Morton @ Bartlett)
- 9/1/26 – Bartlett Road Progress Meeting

B. See attached for updated schedule

ID	Task Name	Rounded Duration	Start	Finish	% Complete
1	**Bartlett Road (Proj. No. 241-134-00)**	**551 days**	**4/17/2025**	**8/4/2027**	**57%**
2	NTP/Kickoff Meeting	0 days	4/17/2025	4/17/2025	100%
3	Internal Kick Off	4 days	4/17/2025	4/23/2025	100%
4	**Survey (Weisser)**	**80 days**	**4/25/2025**	**8/21/2025**	**100%**
5	ROE	60 days	4/25/2025	7/24/2025	100%
6	Topographic Survey	5 days	8/1/2025	8/7/2025	100%
7	Boundary Survey	15 days	8/1/2025	8/21/2025	100%
8	**SUE (Pape-Dawson)**	231 days	10/17/2025	10/6/2026	90%
9	**Geotech (TetraTech)**	**176 days**	**8/1/2025**	**4/29/2026**	**100%**
18	**Environmental (Consor)**	67 days	8/1/2025	11/5/2025	100%
19	Traffic Signal Warrant Analysis	31 days	8/18/2025	10/1/2025	100%
20	**Preliminary Engineering (30%)**	**181 days**	**8/8/2025**	**5/13/2026**	**100%**
42	**ROW Acquisition**	**218 days**	**8/10/2026**	**7/12/2027**	**4%**
43	Develop Parcel Maps/M&B	58 days	8/10/2026	11/2/2026	30%
44	Acquisition	160 days	11/2/2026	7/12/2027	0%
45	**Final Design (70%, 95%, 100%)**	**295 days**	**5/14/2026**	**8/4/2027**	**12%**
46	**70% Submittal**	**104 days**	**5/14/2026**	**10/14/2026**	**31%**
47	Drainage Coordination with Morton Road Engineer	60 days	5/14/2026	9/17/2026	100%
48	70% Plans	69 days	6/15/2026	9/23/2026	100%
49	Utility Conflict Table/Exhibits	3 days	9/23/2026	9/28/2026	100%
50	QTO/Cost Estimate	3 days	9/23/2026	9/28/2026	100%
51	QAQC	15 days	9/23/2026	10/14/2026	30%
52	70% Submittal	0 days	10/14/2026	10/14/2026	0%
53	County Review	15 days	10/14/2026	11/4/2026	0%
54	**Drainage Study**	**77 days**	**6/24/2026**	**10/14/2026**	**0%**
55	Finalize Drainage Study	77 days	6/24/2026	10/14/2026	90%
56	**95% Submittal**	**85 days**	**11/4/2026**	**3/24/2027**	**0%**
57	95% Plans	70 days	11/4/2026	3/3/2027	0%
58	Utility Conflict Table/Exhibits	3 days	3/3/2027	3/8/2027	0%
59	QTO/Cost Estimate	2 days	3/3/2027	3/4/2027	0%
60	Comment Resolution Document	2 days	3/3/2027	3/4/2027	0%
61	QAQC	15 days	3/3/2027	3/24/2027	0%
62	95% Submittal	0 days	3/24/2027	3/24/2027	0%
63	County Review	15 days	3/24/2027	4/15/2027	0%
64	**100% Submittal**	**60 days**	**4/15/2027**	**7/14/2027**	**0%**
65	100% Plans	51 days	4/15/2027	6/28/2027	0%
66	Utility Conflict Table/Exhibits	3 days	6/28/2027	7/1/2027	0%
67	QTO/Cost Estimate	2 days	6/28/2027	6/30/2027	0%
68	Comment Resolution Document	2 days	6/28/2027	6/30/2027	0%
69	QAQC	10 days	6/28/2027	7/14/2027	0%
70	100% Submittal	0 days	7/14/2027	7/14/2027	0%
71	County Review& Acceptance	15 days	7/14/2027	8/4/2027	0%



Project: 2026020 Bartlett Road
Date: 9/30/2026

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 8:37 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice 120080 from EHRA - Bartlett Road
Attachments: 20260930-Invoice15-EHRA-BartlettRoad-23402&23403.pdf

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

Good morning,

Attached is invoice 15 from EHRA for Bartlett Road.

Project #: 23402
Project Name: Bartlett Road
Consultant: EHRA
Percent spent so far: 55%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
09.28.26	15	$273,334.12

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $142,492.50

Please make check payable to:

Name: GFT Infrastructure, Inc.

Address: PO Box 829160

Philadelphia, PA 19182-9160

Please mail check to:

Name: GFT Infrastructure, Inc.

Address: PO Box 829160

Philadelphia, PA 19182-9160

Purpose of check: Invoice # 85206-01-11 Morton Rd Construction

For Professional Services from August 01, 2026 through August 31, 2026

Charge to GL line: 605-605-545405

Julie Adams 10-15-24

Signature of Person Submitting Request Date

J. Ross McCall 10/15/26

Signature of Official/Department Head Submitting Request Date

GFT

Check Payment Information:
GFT Infrastructure, Inc.
PO Box 829160, Philadelphia, PA 19182-9160 Federal EIN: 25-1613591

ACH/EFT Payment Information:
Account Name: GFT Infrastructure, Inc.
ABA: 031312738 Account No.: 5003165655 Wire Routing No.: 043000096
SWIFT: PNCCUS33 (required for international payments)

Send Remit Info: AccountsReceivable@gftinc.com
Send Audit Inquiries: GovtContractAudit@gftinc.com
All Other Inquiries Contact the Project Team

Waller County
775 Business US 290 East
Hempstead, TX 77445

September 25, 2026
Invoice No: AG085206.000 - 85206-01 -11
Due Date: October 25, 2026

Project AG085206.000 Waller County - Morton Road Reconstruction

Professional Services from August 01, 2026 to August 31, 2026

Phase 1000 Morton Road - Project Management

2023 Waller County Mobility Bond Program - Morton Road

Fee

	Total Fee	Percent Complete	Billed To Date	Previous Billings	Current Billings
1000 - Project Management	127,920.00	85.00	108,732.00	102,336.00	6,396.00
2000 - Preliminary Engineering	156,780.00	100.00	156,780.00	156,780.00	0.00
3000 - Drainage Analysis	283,380.00	95.00	269,211.00	255,042.00	14,169.00
4000 - Final PS&E - Package 1	239,180.00	50.00	119,590.00	71,754.00	47,836.00
5000 - Final PS&E - Package 2	833,800.00	10.00	83,380.00	16,676.00	66,704.00
6000 - Final PS&E - Package 3 Overlay	35,605.00	76.5794	27,266.10	27,266.10	0.00
ODC - Direct Expenses	5,025.00	2.00	100.50	100.50	0.00
Geotechnical - B2Z (Sub)	62,211.08	95.0938	59,158.87	59,158.87	0.00
Environmental - Consor (Sub)	33,006.00	98.0697	32,368.88	32,368.88	0.00
Bridge - Lindfield, Hunter, Junius (Sub)	524,552.00	0.00	0.00	0.00	0.00
SUE - Pape-Dawson (Sub)	257,865.00	30.2602	78,030.45	78,030.45	0.00
Traffic - TEDSI (Sub)	274,045.74	19.5736	53,640.50	53,640.50	0.00
Survey - Weisser (Sub)	447,500.00	60.1559	269,197.75	261,810.25	7,387.50
Construction Phase Service	185,655.00	0.00	0.00	0.00	0.00
Total Fee	3,466,524.82		1,257,456.05	1,114,963.55	142,492.50
	Total Fee				**142,492.50**
				Total this Phase	**142,492.50**
				Amount Due This Bill	**142,492.50**

Project	AG085206.000	Waller County - Morton Road Reconstructi	Invoice	85206-01

Outstanding Invoices

Number	Date	Balance
85206-01-10	8/28/2026	128,828.25
Total		**128,828.25**

Morton Road from FM 2855 to Pitts Road in Waller County, Texas
Waller County 2023 Mobility Bond Program - 23401

PHASE	CONTRACT FEE	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING	FEE REMAINING
Project Management (GF)	$ 127,920.00	85.00%	$ 108,732.00	$ 102,336.00	$ 6,396.00	$ 19,188.00
Preliminary Engineering (GF)	$ 156,780.00	100.00%	$ 156,780.00	$ 156,780.00	$ -	$ -
Drainage Analysis (GF)	$ 283,380.00	95.00%	$ 269,211.00	$ 255,042.00	$ 14,169.00	$ 14,169.00
Final PS&E - Package 1 (GF)	$ 239,180.00	50.00%	$ 119,590.00	$ 71,754.00	$ 47,836.00	$ 119,590.00
Final PS&E - Package 2 (GF)	$ 833,800.00	10.00%	$ 83,380.00	$ 16,676.00	$ 66,704.00	$ 750,420.00
Direct Expenses (GF)	$ 5,025.00	2.00%	$ 100.50	$ 100.50	$ -	$ 4,924.50
Traffic - TEDSI Infrastructure	$ 274,045.74	19.57%	$ 53,640.50	$ 53,640.50	$ -	$ 220,405.24
Bridge - Lindfield, Hunter, and Junius (LH&J)	$ 524,552.00	0.00%	$ -	$ -	$ -	$ 524,552.00
Environmental - Consor	$ 33,006.00	98.07%	$ 32,368.88	$ 32,368.88	$ -	$ 637.12
Geotechnical - B2Z	$ 62,211.08	95.09%	$ 59,158.87	$ 59,158.87	$ -	$ 3,052.21
Survey - Weisser	$ 447,500.00	60.16%	$ 269,197.75	$ 261,810.25	$ 7,387.50	$ 178,302.25
SUE - Pape-Dawson	$ 257,865.00	30.26%	$ 78,030.45	$ 78,030.45	$ -	$ 179,834.55
Additional Services - T&M						
Final PS&E - Package 3 Overlay (GF)	$ 35,605.00		$ 27,266.10	$ 27,266.10	$ -	$ 8,338.90
Construction Phase Services	$ 185,655.00		$ -	$ -	$ -	$ 185,655.00
	$ 3,466,524.82	36.27%	$ 1,257,456.05	$ 1,114,963.55	$ 142,492.50	$ 2,209,068.77

Progress Report No. 11

Morton Road from FM 2855 to Pitts Road

Waller County 2023 Mobility Bond Program – Project No. 23401

Reporting Period: August 01, 2026 to August 31, 2026

Report Date: September 25, 2026

1. Activities this Billing Period

1.1 Project Management (GFT)

- Conducted bi-weekly coordination meetings with subconsultants.
- Conducted Monthly coordination meetings with LJA.
- Attended meetings with Development teams.

1.2 Survey (Weisser)

- Completed preparation of Parcel Surveys 1-5 and 7-8.

1.3 SUE (Pape-Dawson Engineers)

- Updated preliminary Utility Conflict Matrix (UCM).
- Updated Utility Layouts of Existing Utilities and conflicts.
- Updated existing utility base file from QL B SUE.
- Provided QL A SUE Plan.

1.4 Geotechnical (B2Z Engineering)

- Geotechnical Report included in PER.

1.5 Environmental Studies (Consor)

- Environmental Constraints Report recommends additional field investigations.

1.6 PS&E Design – Package 1

- Continued preparation of PS&E package 1 for drainage and roadway west of Bartlett Road. Submittal planned for early September.

1.7 PS&E Design – Package 2

- Continued preparation of PS&E package 2 with drainage and roadway from FM 2855 to Lakes of Katy Lane.

1.8 Drainage Design (GFT)

- Continued to update Existing and Proposed Drainage Areas, land uses, and Peak Flows based on coordination with developments.

- Coordinated drainage design with adjacent projects, including Bartlett Road by EHRA and Developments by Pape-Dawson (Rylander) and Grange.
- Coordinated with EHRA to coordinate drainage connectivity at Barlett Road.
- Continued to develop proposed condition Hydrographs and XP SWMM Model.
- Assessed modeling results and mitigation requirements.
- Met with BKDD and consultant design teams to review drainage results.

2. Activities Next Month

2.1 Project Management (GFT)

- Continue to hold bi-weekly meetings with the subconsultants.
- Continue monthly updates with LJA.
- Continue meetings with Development teams.

2.2 Survey (Weisser)

- Continue preparation of Parcel Surveys.

2.3 SUE (Pape-Dawson Engineers)

- Update QL A test hole plan and plan field work.

2.4 Geotechnical (B2Z Engineering)

- Address any review comments on draft Geotechnical Report.

2.5 PS&E Design – Package 1

- Continue preparation of initial PS&E package for drainage and roadway west of Bartlett Road and submit to LJA for review.

2.6 PS&E Design – Package 2

- Continue preparation of PS&E package 2 with drainage and roadway from FM 2855 to Lakes of Katy Lane.

2.7 Drainage Design (GFT)

- Continue to coordinate drainage design with adjacent projects, including Bartlett Road by EHRA and Developments by Pape-Dawson and Grange.
- Finalize Proposed Hydrographs and XP SWMM Models.
- Submit Drainage Study to LJA and BKDD for review.

3. Project Issues

- Separate package will be required for section of project from Rylander/Perry Homes development to Bartlett Road (Sta 100+00 to Sta 125+00).

- Continued coordination is needed with Rylander/Perry Homes and Grange developments to finalize drainage analysis.

4. Schedule of Planned Submittals

- PS&E Package #1
  - 100% submittal: October 18, 2026

Michael J. Kaspar, P.E.

WEISSER
Engineering &
Surveying

PO Box 380 • Barker, TX 77413

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

Invoice

Invoice #:	EL021-11
Invoice Date:	8/28/2026
Due Date:	9/27/2026

Bill To

GFT Infrastructure, Inc.
3100 W ALABAMA ST
HOUSTON, TX 77098

WALLER COUNTY - MORTON
ROAD - 2023 MOBILITY BOND

2023 Mobility Bond
Client Owner: Waller County
GF Project / Phase No: 085206 / SUB-WEIS

Description	Est Amt	Prev. Inv.	Prior %	Curr %	Total %	Amount
SURVEY CONTROL	42,835.00	42,835.00	100.00%	0.00%	100.00%	0.00
EXISTING RIGHT OF WAY	68,995.00	65,545.25	95.00%	0.00%	95.00%	0.00
TOPOGRAPHIC SURVEY	122,830.00	122,830.00	100.00%	0.00%	100.00%	0.00
CONTROL AND RIGHT-OF-WAY STAKING	39,180.00	0.00	0.00%	0.00%	0.00%	0.00
PARCEL SURVEYS	147,750.00	29,550.00	20.00%	5.00%	25.00%	7,387.50
SOIL BORING LOCATIONS	3,530.00	0.00	0.00%	0.00%	0.00%	0.00
LEVEL "A" AND "B" SUE	22,380.00	0.00	0.00%	0.00%	0.00%	0.00

Description	Hours	Rate	Amount

Project EL021 WALLER COUNTY - MORTON ROAD - 2023 MOBILITY BOND

Weisser Engineering Company, Inc.
ACH INSTRUCTIONS PROSPERITY
BANK ROUTING NO. 113122655
ACCOUNT NO. 218335428

Subtotal	$7,387.50
Sales Tax (8.25%)	$0.00
Total	$7,387.50
Payments/Credits	
Balance Due	$7,387.50

Statement

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
EL021-10	7/31/2026	$29,550.00				$29,550.00
EL021-9	7/22/2026	$8,283.25				$8,283.25
Total Prior Billing		$37,833.25				$37,833.25

PROJECT: MORTON ROAD – 2023 MOBILITY BOND ENGINEERING AND DESIGN PROFESSIONAL SERVICES

CLIENT OWNER: WALLER COUNTY

PROJECT / PHASE NO: 085206 / SUB-WEI

PROGRESS REPORT 8-28-26 WEISSER ENGINEERING JOB NO. EL021

Delivered final parcels 1-5 and preliminary parcels 7,8 and10.

Brian Boelsche

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 7:55 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice Morton Road #23401 Gannett Fleming, Inc. - 85206-01-11
Attachments: 20260925-Invoice#85206-01-11-GannettFleming-MortonRoad-23401.pdf

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

Good Morning

Attached is invoice 11 from Gannett Fleming for Morton Road.

Project #: 23401
Project Name: Morton Road
Consultant: Gannett Fleming
Percent spent so far: 36%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
09.25.26	85206-01-11	$142,492.50

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $239,703.60

Please make check payable to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Please mail check to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Purpose of check: Invoice # 202652149 Project # PM5121-2471

Professional Services Rendered Through September 25, 2026

Charge to GL line: 605-605-545405

Julie Adams 10-14-26

Signature of Person Submitting Request **Date**

J. Ross McCall 10/14/26

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

3600 W Sam Houston Pkwy S
Suite 600
Houston, TX 77042
P: 713.953.5200
F: 713.953.5026
Invoice Questions: Billing@lja.com
Payment Questions: AR@lja.com

www.LJA.com

Attention: J. Ross McCall, PE
Waller County
775 Bus 290 East
Hempstead, TX 77445
United States

Invoice : 202652149
Invoice Date : 10/14/2026
Project : PM5121-2471
Project Name : Waller County Bond Program Management
PM Name : John Charles Tyler

For Professional Services Rendered Through 9/25/2026

		Current Billings
PM5121-2471 - Waller County Bond Program Management		
103 - Program ROW Acquisition		9,177.27
Rate Labor	9,177.27	
901 - Project Design Engineer Coord.		27,764.89
Rate Labor	27,764.89	
902 - Review of Project Plan Submittals		60,371.40
Rate Labor	60,371.40	
903 - Utility Coordination		32,599.98
Rate Labor	32,599.98	
904 - Program Management		76,035.38
Rate Labor	76,035.38	
905 - Project Coordination		26,039.50
Rate Labor	26,039.50	
906 - Right of Way Coordination		209.96
Rate Labor	209.96	
907 - GIS		2,721.27
Rate Labor	2,721.27	
908 - Bidding CEI Phase Services		4,734.55
Rate Labor	4,734.55	
Z99 - Other Direct Costs		49.40
Unit Rate Expense	49.40	

Current Billings	239,703.60
Amount Due This Bill	239,703.60

Project: PM5121-2471 - Waller County Bond Program Management **Invoice: 202652149**

Outstanding Receivables

Invoice Number	Date	Amount	B
202646509	9/17/2026	286,083.37	286,083.37
			286,083.37

LJA

Mail Checks payable to:

LJA Engineering, Inc.
(now known as LJA, Inc.)
DEPT. 803 PO Box 4346
Houston, TX 77210-4346

Send ACH or Wire Payments to:

Account Name: LJA, Inc.
Name of Bank: Amegy Bank
ABA Routing Number: 113011258
Account Number: 5795329241
Swift Code: ZFNBUS55
Please email a remittance advice to: AR@lja.com

103 - Program ROW Acquisition

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Admin/Clerical				
Araceli Trevino	9/2/2026	1.00	113.9300	113.93
Prepared Initial Offer Letter packages to be mailed for parcels P2, P3, P4 and P5 and dropped off at post office per J. Cooley. Call with J. Cooley and J. Harmison regarding stamps.com printing issues.				
	9/3/2026	0.50	113.9300	56.97
Scanned and saved CMRR receipt for Initial Offer Letter packages for parcels P2, P3, P4 and P5.				
Total Araceli Trevino		1.50		170.90
Christy Diane Flores	9/1/2026	4.00	113.9300	455.72
Continued on Clay Road with creating and completing the title curative plan for Parcel 23. Edited the language/format for the TCPs that were completed for Precinct 1, Parcel 1, Precinct 2, Parcel 1, and Morton Road, Parcels 1-6 in addition to completing Parcels 7 & 8. Parcel 23,23DE introduction letter drafted & saved for review and looked up the CAD to save into file. Received updated title commitments, renamed, and saved them in their individual files for Parcels 6-23. Updated P6-23 title curative plans accordingly.				
Joseph William Harmison	9/3/2026	0.75	113.9300	85.45
Printed and went to post office to mail Intro letter for P23 (Clay Road)				
	9/25/2026	1.50	113.9300	170.90
Pulled Tax cards for P5/P6 (Joseph). Printed them to PDF and filed. Prepped and mailed intro letters.				
Total Joseph William Harmison		2.25		256.35
Total Admin/Clerical		7.75		882.97
Right-of-Way Sr. Agent				
Cade Logan Killingsworth	9/1/2026	4.00	169.2700	677.08
Drafted and reviewed Initial offer letters for Morton Road, Parcels 2-5 for mailing.				
	9/2/2026	1.00	169.2700	169.27
Reviewed materials recently mailed to the address on file for Parcels 2–5 on Morton Road to verify correspondence and acquisition documentation. Studied current title work for parcels with outstanding offers to become familiar with title requirements, potential issues, and the steps necessary to advance each acquisition.				
	9/3/2026	0.50	169.2700	84.64
Reviewed recently mailed correspondence and acquisition materials associated with Parcels 2–5 on Morton Road. Examined title commitments and related title documentation for parcels with active offers to gain familiarity with the acquisition process and identify outstanding requirements.				
	9/4/2026	1.00	169.2700	169.27
Reviewed title commitments and supporting title documentation for parcels with offers out to familiarize self with title requirements, outstanding items, and the processes necessary to move acquisitions forward.				
	9/8/2026	2.50	169.2700	423.18
Discussed project specifics with PM via teams. Checked status of delivery of Initial offer letters that recently went out. (2-5 Morton Road) Started people search for unknown contacts via spokeo. Reached out to owners of parcels 2-5 on Morton road to introduce self and discuss acquisition. Left voicemails for 2/3 and 4. Discussed acquisition via phone with owners for parcels 2-5. Drafted and sent email with copies of IOLs per owner requests. Created contact logs, updated contact logs as necessary. Forwarded information to PM.				
	9/10/2026	0.50	169.2700	84.64
Drafted and sent email to owner of parcel 2/3 regarding acquisition after phone call from day before. Discussed price per square foot and reasoning given from the appraisal. Spoke on phone with Mike Hickman on Morton road. Outcome of call is he will be submitting a counter in the $15-$20 a square foot range. Double our offer.				
	9/11/2026	0.50	169.2700	84.64
Managed internal notes and reports to accurately reflect current status of all parcel involved in Waller County. Robichaux, Bowler, All of Morton Rd.				
	9/15/2026	1.00	169.2700	169.27

103 - Program ROW Acquisition

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Right-of-Way Sr. Agent				
	Prepped for and attended internal teams meeting with PM to go over project specifics and action items to come for each parcel in negotiations. Reviewed PSA for Bowler parcel, sent to PM to confirm accuracy and green light to send to owner for execution. Coordinated with owner to get property free and clear of title issues.			
	9/16/2026	1.50	169.2700	253.91
	Continued communication with property owners. Called numbers on file for contacts to discuss current status of acquisition of Robichaux, Bowler, and Morton Road projects. Sent emails to owners that did not answer phone. Left voice messages. Updated notes and logs as necessary.			
	9/17/2026	1.25	169.2700	211.59
	Coordinated with owner of Bowler parcel and title company to get necessary documents mailed to title company for future closing. Release document is recorded in Harris county while property is in Waller County.			
	9/18/2026	0.75	169.2700	126.95
	Performed review of project notes, parcel files, correspondence, and supporting materials to remain current on active acquisitions. Assessed recent activity and outstanding requirements to determine priorities and prepare for continued owner outreach.			
	9/21/2026	0.50	169.2700	84.64
	Reviewed assigned parcels that remain in various stages of negotiation and assessed the current status of each acquisition. Made plan of action for continuing outreach efforts for the upcoming week for each parcel in negotiations.			
	9/22/2026	1.50	169.2700	253.91
	Prepped for and attended internal teams meeting to go over parcel by parcel list list for each precinct project. Discussed next steps for parcels in negotiations and ones we have a deal accepted on. Looking to get Robichaux and Bowler parcels closed pretty soon. Received and reviewed counter material from owner of Parcel 5. Forwarded information to PM. Getting new survey and appraisal for P5 on Morton Road.			
	9/23/2026	1.00	169.2700	169.27
	Prepped or drafted new offer for P5 for Morton Road. Waiting to get green light from client to send new offer with new survey and updated appraisal.			
	9/24/2026	1.50	169.2700	253.91
	Continued outreach to property owners and their representatives regarding assigned parcels. Conducted follow-up via phone and email to obtain status updates and updated project reports accordingly. Reviewed ownership and title information for negotiations.			
	9/25/2026	1.25	169.2700	211.59
	Reviewed acquisition documentation, parcel notes, reports, and project materials to evaluate current activities and determine the importance of outstanding items. Made updated to reports and files as needed for PM to send weekly status updates to client. Reviewed material and drafted Initial offer letter for parcel 8 on Morton road.			
Total Cade Logan Killingsworth		20.25		3,427.76
Joanna Cooley	9/1/2026	2.25	169.2700	380.86
	Call with the agent to discuss the Purchase Agreement form and title items that need to be cleared for Robichaux P1 and Bowler/Kyle P1, and to assign the Morton Road parcels and Offer Letter preparation. Review P1 Robichaux Purchase Agreement Draft. Correspondence with John Tyler regarding Morton Road prescriptive easements and WFG invoices. Email Morton Parcel 2 appraisal correction to the appraisers. Review the appraiser's invoice for Morton Road Parcels 2-5. Reviewed the draft Purchase Agreement for Bowler/Kyle P1. Request HUD agreement for Robichaux P1 from the title company. Forward updated title commitments for Clay Road to document control to log and save.			
	9/2/2026	3.00	169.2700	507.81
	Provided draft Purchase Agreement and Deed to title company to prepare closing documents for P1 on Robichaux Road. Review the draft offer packets for Morton Road P2, P3, P4 and P5. Send finalized offer packets to be mailed. Review the closing documents provided by the title company for Robichaux P1 and follow up with agent on the status of the signed Purchase Agreement.			
	9/3/2026	2.50	169.2700	423.18

103 - Program ROW Acquisition

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Right-of-Way Sr. Agent				
	Update and distribute the ROW status report. Call with the agent to discuss the status of the signed Purchase Agreement for Robichaux P1 and the lien release for Bowler/Kyle P1. Review the title and lien instrument for Bowler/Kyle P1. Searched real property records for lien release and emailed the information found to the title company to request underwriter review and removal of the lien.			
	9/8/2026	0.25	169.2700	42.32
	Call with Cade to discuss the Morton Road offers and landowner responses.			
	9/9/2026	0.25	169.2700	42.32
	Bowler/Kyle Rd Parcel 1 correspondence with the title company and agent about the required lien release.			
	9/10/2026	1.50	169.2700	253.91
	Call with the Agent to discuss the redlined Purchase Agreement from the Robichaux P1 landowner. Forward redlined agreement to PM. Review new Morton Rd surveys for changes and save in the files.			
	9/11/2026	1.75	169.2700	296.22
	Update and distribute the status report. Project status meeting with the agent. Send final Morton Road surveys to the agent and title company.			
	9/14/2026	1.50	169.2700	253.91
	Correspondence with John Tyler about Flukinger. Remove Flukinger from the Master ROW Status Report. Schedule weekly internal status meetings with agent. Review lien release provided by the landowner for the lien on Bowler/Kyle P1. Review and Save the updated title commitments for Morton Parcels 2, 3, 4, 5, 8. Follow up emails with the appraisers about the status of the Morton P7 and P8 appraisal reports.			
	9/15/2026	1.25	169.2700	211.59
	ROW status meeting with agent. Call with John Tyler to review the proposed payment process in preparation for the commissioners meeting tomorrow. Meeting with John Tyler and Lora Gunter to discuss proposed approval process for offers and counteroffers.			
	9/18/2026	2.25	169.2700	380.86
	Correspondence with agent and PM about Morton Rd landowner request for plans and Clay Rd owner questions about the timeline. Review agent logs. Correspondence with the agent about Morton Road P2 and P5 negotiations. Update and distribute the status report.			
	9/21/2026	1.25	169.2700	211.59
	Call with Daniel Freeman to discuss sharing plans with owners. Correspondence with PM and engineers about owner questions and plan requests. Email to agent about Morton Road map requests.			
	9/22/2026	2.75	169.2700	465.49
	Call with appraiser to discuss Clay road issues. ROW status meeting with the agent. Call with appraiser about Morton Road P7 and P8 status. Forward appraiser questions and concerns to PM. Attend a meeting with the appraiser and engineers to discuss the septic field on P4. Emails with the appraiser about the details of the remaining survey corrections. Submit the appraisal draft for Morton P8.			
	9/23/2026	2.00	169.2700	338.54
	Review Morton P5 counteroffer. Correspondence with Daniel Freeman about the P5 survey change and appraisal update. Calls with the appraiser and agent about the P5 appraisal update.			
	9/24/2026	3.00	169.2700	507.81
	Review the updated appraisal report for Morton P5 and prepare the approval form. Correspondence with the agent about offer acceptance for Morton P4 and the status of the Bowler/Kyle P1 signed Purchase Agreement. Attended the ROW discussion meeting. Emailed Clay Road survey feedback to the PM. Review the draft Purchase Agreement for Morton Road P4.			
	9/25/2026	3.25	169.2700	550.13
	Add Joseph Road Parcels 5 and 6 to the status report. Create the Joseph Road project folders and prep the intro letter template. Order title commitments and appraisal reports for Joseph Road. Update and distribute the status report. Correspondence with the appraisers about the status of Clay Road. Call with Matt about appraisal status. Review the draft intro letters for Joseph P5 and 6 and assemble the packets for mailing.			
Total Joanna Cooley		28.75		4,866.54

103 - Program ROW Acquisition

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Total Right-of-Way Sr. Agent		49.00		8,294.30
	Total Rate Labor			***9,177.27***
Total Bill Task: 103 - Program ROW Acquisition				**9,177.27**

901 - Project Design Engineer Coord.

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Environmental Project Director				
John Keith Morgan	9/8/2026	2.00	233.6300	467.26
	Project coordination to document reports reviewed to date			
	9/10/2026	1.00	233.6300	233.63
	Review new project areas.			
	9/11/2026	1.00	233.6300	233.63
	Project coordination with internal staff.			
Total John Keith Morgan		4.00		934.52
Total Environmental Project Director		4.00		934.52
Project Engineer				
Austin Porter McLean	9/1/2026	0.50	244.1300	122.07
	request UCT and coordinate on deliverables			
	9/4/2026	2.00	244.1300	488.26
	respond to engineer questions			
	9/14/2026	1.00	244.1300	244.13
	send out Robichaux comments			
	9/15/2026	1.00	244.1300	244.13
	discuss comments with Volkert			
	9/16/2026	1.00	244.1300	244.13
	discussion with Beau			
	9/19/2026	1.00	244.1300	244.13
	discuss invoicing and schedule meeting for comments			
	9/21/2026	0.50	244.1300	122.07
	monthly meeting and design review			
	9/24/2026	2.00	244.1300	488.26
	review of contracts and invoices			
	9/25/2026	0.50	244.1300	122.07
	invoice review and responses			
Total Austin Porter McLean		9.50		2,319.25
Robert T. Mcbride	9/1/2026	2.00	244.1300	488.26
	Coordination			
	9/2/2026	2.00	244.1300	488.26
	Coordination			
	9/3/2026	3.00	244.1300	732.39
	Coordination/Meeting			
	9/4/2026	2.00	244.1300	488.26
	Coordination			
	9/9/2026	3.00	244.1300	732.39
	Coordination/Meeting			
	9/10/2026	3.00	244.1300	732.39
	Coordination/Meeting			
	9/15/2026	2.00	244.1300	488.26
	Coordination			
	9/16/2026	3.00	244.1300	732.39

901 - Project Design Engineer Coord.

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Project Engineer					
	Coordination				
		9/17/2026	3.00	244.1300	732.39
	Coordination				
		9/21/2026	3.00	244.1300	732.39
	Coordination				
		9/23/2026	3.00	244.1300	732.39
	Coordination				
		9/24/2026	3.00	244.1300	732.39
	Coordination				
Total Robert T. Mcbride			32.00		7,812.16
Total Project Engineer			41.50		10,131.41
Sr. Engineer					
Michael David Keck		9/1/2026	2.00	309.2400	618.48
	Project Management				
		9/2/2026	2.00	309.2400	618.48
	Project Management				
		9/3/2026	2.00	309.2400	618.48
	Project Management				
		9/4/2026	2.00	309.2400	618.48
	Project Management				
		9/8/2026	2.00	309.2400	618.48
	Project Management				
		9/9/2026	3.00	309.2400	927.72
	Project Management				
		9/10/2026	3.00	309.2400	927.72
	Project Management				
		9/11/2026	2.00	309.2400	618.48
	Project Management				
		9/14/2026	3.00	309.2400	927.72
	Project Management				
		9/15/2026	3.00	309.2400	927.72
	Project Management				
		9/16/2026	2.00	309.2400	618.48
	Project Management				
		9/17/2026	4.00	309.2400	1,236.96
	Project Management				
		9/18/2026	4.00	309.2400	1,236.96
	Project Management				
		9/21/2026	4.00	309.2400	1,236.96
	Project Management				
		9/22/2026	4.00	309.2400	1,236.96
	Project Management				
		9/23/2026	4.00	309.2400	1,236.96
	Project Management				
		9/24/2026	4.00	309.2400	1,236.96
	Project Management				
		9/25/2026	4.00	309.2400	1,236.96
	Project Management				
Total Michael David Keck			54.00		16,698.96
Total Sr. Engineer			54.00		16,698.96
		Total Rate Labor			***27,764.89***

902 - Review of Project Plan Submittals

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Deputy Project Manager				
Daniel Wayne Freeman	9/4/2026	3.00	341.7900	1,025.37
	Review of Cochran Geotech and Env Documents; Coordination; Review of Cochran Geotech Documents			
	9/10/2026	1.00	341.7900	341.79
	Review of Precinct 2 Intersection Bid Form			
	9/11/2026	3.00	341.7900	1,025.37
	Review of Robichaux 90% Plans; Review of Morton 70% Plans			
	9/14/2026	4.00	341.7900	1,367.16
	Review of Richards Road 70% Plans; Review of Flukinger 70% Plans; Owens Road 100% Plans			
	9/15/2026	2.00	341.7900	683.58
	Review of Nueman 100% Plans			
	9/18/2026	2.00	341.7900	683.58
	Joseph Road 70% Plan Review			
Total Daniel Wayne Freeman		15.00		5,126.85
Total Deputy Project Manager		15.00		5,126.85
Design Engineer				
Bradley Burnside	9/1/2026	5.00	211.5800	1,057.90
	Flukinger Rd			
	9/3/2026	7.50	211.5800	1,586.85
	Flukinger Rd			
	9/7/2026	1.00	211.5800	211.58
	Richards Rd			
	9/8/2026	9.00	211.5800	1,904.22
	Richards Rd			
	9/9/2026	3.00	211.5800	634.74
	Richards Rd, Kyle @ Bowler			
	9/10/2026	9.00	211.5800	1,904.22
	Kyle @ Bowler, Owens Rd			
	9/11/2026	4.00	211.5800	846.32
	Owens Rd			
	9/12/2026	4.00	211.5800	846.32
	Owens Rd			
	9/14/2026	1.50	211.5800	317.37
	Owens Rd			
	9/16/2026	8.00	211.5800	1,692.64
	Joseph Rd			
	9/17/2026	9.00	211.5800	1,904.22
	Joseph Rd			
Total Bradley Burnside		61.00		12,906.38
Selena Alvarado	9/3/2026	3.00	211.5800	634.74
	richards rd PER and 70% bluebeam set up | robichaux UCM print			
	9/4/2026	2.00	211.5800	423.16
	richards rd PER and 70% bluebeam set up | robichaux UCM print			
	9/7/2026	1.00	211.5800	211.58
	reviewing robichaux rd plans			
	9/8/2026	7.00	211.5800	1,481.06
	reviewing robichaux rd/richards rd plans			
	9/9/2026	6.00	211.5800	1,269.48
	morton rd comment matrix + bluebeam session set up + richards rd plans review			

902 - Review of Project Plan Submittals

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Design Engineer				
	9/10/2026	4.00	211.5800	846.32
	reviewing richards rd cost estimate/bid form			
	9/11/2026	3.00	211.5800	634.74
	reviewing flukinger plans			
	9/14/2026	8.00	211.5800	1,692.64
	richards rd PER and flukinger rd bluebeam comment export + comment matrix udpates + owens rd 100% submittal review			
	9/15/2026	5.00	211.5800	1,057.90
	morton 70% review			
	9/16/2026	2.00	211.5800	423.16
	morton rd bluebeam comment export + update comment matrix			
	9/18/2026	4.00	211.5800	846.32
	richards road review			
	9/21/2026	5.00	211.5800	1,057.90
	joseph rd plan review + richards rd 70% bluebeam comment export + reviewing city of prairie view comments and creating comment matrix			
	9/22/2026	6.00	211.5800	1,269.48
	distribute comment matrix to b2z + review cochran rd 95% plan comment from city of prarie view and create comment matrix + distribute to gradient + review joseph rd			
	9/23/2026	4.00	211.5800	846.32
	review richards rd 70% comment from city of prairie view + create comment matrix for comments + distribute to cobb fendley			
Total Selena Alvarado		60.00		12,694.80
Total Design Engineer		121.00		25,601.18
Project Engineer				
Austin Porter McLean	9/9/2026	0.50	244.1300	122.07
	general review			
	9/11/2026	1.00	244.1300	244.13
	Robichaux comments			
	9/12/2026	1.25	244.1300	305.16
	flukinger and richards			
	9/14/2026	1.75	244.1300	427.23
	Morton drainage review			
	9/21/2026	1.00	244.1300	244.13
	review Robichaux			
Total Austin Porter McLean		5.50		1,342.72
Robert T. Mcbride	9/2/2026	2.00	244.1300	488.26
	Review			
	9/8/2026	2.00	244.1300	488.26
	Review			
	9/14/2026	2.00	244.1300	488.26
	Review			
	9/15/2026	3.00	244.1300	732.39
	Review			
	9/22/2026	2.00	244.1300	488.26
	Review			
	9/24/2026	2.00	244.1300	488.26
	Review			
Total Robert T. Mcbride		13.00		3,173.69
Total Project Engineer		18.50		4,516.41

902 - Review of Project Plan Submittals

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Project Manager				
John Charles Tyler	9/1/2026	3.00	364.5700	1,093.71
	Cochran review. Bartlett mtg. Morrison coord mtg.			
	9/2/2026	3.00	364.5700	1,093.71
	cochran proj review mtg. Clay road coord w/ entry road. Mayer Road mtg.			
	9/3/2026	2.50	364.5700	911.43
	Schlipf mtg. Richards coord.			
	9/4/2026	0.50	364.5700	182.29
	Morrison coord.			
	9/8/2026	2.00	364.5700	729.14
	Pct 2 intersection/Joseph mtgs. Stockdick coord. Richards 70 review.			
	9/9/2026	3.50	364.5700	1,276.00
	Stockdick drainage mtg. Flukinger and Morton proj mtgs.			
	9/10/2026	4.00	364.5700	1,458.28
	Richards, Penick, Owens, and Pitts proj and utility mtgs.			
	9/14/2026	1.00	364.5700	364.57
	Owens 100 review.			
	9/15/2026	2.00	364.5700	729.14
	Owens road coord.			
	9/17/2026	0.50	364.5700	182.29
	clay mtg.			
	9/19/2026	2.00	364.5700	729.14
	Joseph Road Review.			
Total John Charles Tyler		24.00		8,749.70
Total Project Manager		24.00		8,749.70
Sr. Engineer				
Magdy Mikhail	9/11/2026	1.00	309.2400	309.24
	Review geotechnical report for Richards road			
Mohammad Saleem	9/1/2026	2.00	303.1700	606.34
	plan review			
	9/2/2026	2.00	303.1700	606.34
	plan review			
	9/3/2026	2.00	303.1700	606.34
	plan review			
	9/4/2026	8.00	303.1700	2,425.36
	plan review			
	9/8/2026	8.00	303.1700	2,425.36
	plan revie			
	9/9/2026	5.00	303.1700	1,515.85
	plan revie			
	9/14/2026	6.00	303.1700	1,819.02
	PLAN REVIEW			
	9/15/2026	6.00	303.1700	1,819.02
	PLAN REVIEW			
	9/17/2026	3.50	303.1700	1,061.10
	PLAN REVIEW			
	9/18/2026	2.00	303.1700	606.34
	PLAN REVIEW			
	9/23/2026	4.00	303.1700	1,212.68
	plan reveiw			
	9/24/2026	4.50	303.1700	1,364.27
	plan reveiw			

902 - Review of Project Plan Submittals

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Sr. Engineer				
Total Mohammad Saleem		53.00		16,068.02
Total Sr. Engineer		54.00		16,377.26
	Total Rate Labor			***60,371.40***
Total Bill Task: 902 - Review of Project Plan Submittals				**60,371.40**

903 - Utility Coordination

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Design Engineer				
Alejandro Villarreal Guevara	9/3/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
	9/9/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
	9/11/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
	9/14/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
	9/17/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
	9/21/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
	9/24/2026	2.00	211.5800	423.16
	Waller Co. utilities in ROW applications review			
Total Alejandro Villarreal Guevara		14.00		2,962.12
Total Design Engineer		14.00		2,962.12
Project Engineer				
Austin Porter McLean	9/11/2026	1.00	244.1300	244.13
	weekly utility coordination meeting			
	9/25/2026	1.00	244.1300	244.13
	weekly utility meeting			
Total Austin Porter McLean		2.00		488.26
Total Project Engineer		2.00		488.26
Sr. Utilities Coordinator				
Lydia Mares	9/1/2026	2.00	260.4100	520.82
	Project UC updates. Bartlett Mtg. SUE discussion. P66 pipeline			
	9/2/2026	3.00	260.4100	781.23
	Project UC updates. P66 pipeline			
	9/8/2026	2.00	260.4100	520.82
	Utility follow-ups			
	9/9/2026	3.00	260.4100	781.23
	Morton Rd Mtg & discussion			
	9/10/2026	1.00	260.4100	260.41
	Neuman Rd pipelines			
	9/11/2026	4.00	260.4100	1,041.64
	utility progress mtg. Neuman Rd pipelines. Owens Rd updates			
	9/14/2026	2.00	260.4100	520.82
	Neuman & Owens Utility Coordination			
	9/15/2026	2.00	260.4100	520.82
	Neuman & Owens Utility Coordination			
	9/16/2026	1.00	260.4100	260.41

903 - Utility Coordination

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Sr. Utilities Coordinator					
	Neuman & Owens Utility Coordination				
		9/21/2026	2.00	260.4100	520.82
	Pipeline coordination. Robichaux Mtg				
		9/23/2026	2.00	260.4100	520.82
	Pipeline coordination				
		9/24/2026	2.00	260.4100	520.82
	Pipeline coordination				
		9/25/2026	2.00	260.4100	520.82
	BI-Weekly utility Mtg. Neuman pipeline LONO follow-ups.				
Total Lydia Mares			28.00		7,291.48
Peter Vinje		9/1/2026	4.00	260.4100	1,041.64
	I-10 Borden - Utility relocation review and owner follow-up				
		9/2/2026	3.00	260.4100	781.23
	I-10 Hattermann - Utility conflict evaluation				
		9/3/2026	6.00	260.4100	1,562.46
	I-10 - SUA plan compliance review				
		9/8/2026	5.50	260.4100	1,432.26
	Project UC – Utility follow-up				
		9/9/2026	6.00	260.4100	1,562.46
	Project UC – Permit coordination				
		9/10/2026	5.00	260.4100	1,302.05
	Project UC – Telecom outreach				
		9/11/2026	4.50	260.4100	1,171.85
	Project UC – Utility status				
		9/14/2026	2.00	260.4100	520.82
	Project UC - utility coordination.				
		9/15/2026	3.00	260.4100	781.23
	Project UC - SBEC coordination meeting.				
		9/16/2026	1.00	260.4100	260.41
	Project UC - utility owner follow-up.				
		9/17/2026	2.00	260.4100	520.82
	Project UC - Owens Rd coordination.				
		9/18/2026	5.00	260.4100	1,302.05
	Project UC - utility coordination.				
		9/21/2026	4.00	260.4100	1,041.64
	Project UC - SBEC Coordination				
		9/22/2026	5.00	260.4100	1,302.05
	Project UC - Utility Followups				
		9/23/2026	2.00	260.4100	520.82
	Project UC - Preconstruction Support				
		9/24/2026	3.00	260.4100	781.23
	Project UC - AT&T Coordination				
		9/25/2026	3.00	260.4100	781.23
	Project UC - Utility Review				
Total Peter Vinje			64.00		16,666.25
Total Sr. Utilities Coordinator			92.00		23,957.73
Utility Coordinator					
Jose Alejandro Ramirez Jr.		9/3/2026	1.00	179.0300	179.03
	utility coordination				
		9/4/2026	4.00	179.0300	716.12
	utility coordination				

903 - Utility Coordination

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Utility Coordinator					
		9/10/2026	2.00	179.0300	358.06
	utility coordination				
		9/11/2026	5.00	179.0300	895.15
	utility coordination				
		9/15/2026	2.00	179.0300	358.06
	utility coordination				
		9/16/2026	3.00	179.0300	537.09
	utility coordination				
		9/17/2026	2.00	179.0300	358.06
	utility coordination				
		9/18/2026	3.00	179.0300	537.09
	utility coordination				
		9/24/2026	2.00	179.0300	358.06
	utility coordination				
		9/25/2026	5.00	179.0300	895.15
	Utility Coordination				
Total Jose Alejandro Ramirez Jr.			29.00		5,191.87
Total Utility Coordinator			29.00		5,191.87
		Total Rate Labor			***32,599.98***
Total Bill Task: 903 - Utility Coordination					**32,599.98**

904 - Program Management

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Admin/Clerical					
Paul Morales		9/14/2026	9.00	113.9300	1,025.37
	Waller County Mobility Report				
Deputy Project Manager					
Daniel Wayne Freeman		9/1/2026	6.50	341.7900	2,221.64
	General Program Support - Average Low Bid Unit Price Tool Maintenance				
		9/2/2026	7.00	341.7900	2,392.53
	General Program Coordination; Create Typical Bid Form for Engineer Use				
		9/3/2026	4.00	341.7900	1,367.16
	General Program Coordination; Coordinate with Construction Team for Typical Bid Form				
		9/4/2026	5.00	341.7900	1,708.95
	General Program Support; Address Comments on Typical Bid Form				
		9/8/2026	7.00	341.7900	2,392.53
	General Program Coordination; Reviewed Mayer Road Geotech Report				
		9/9/2026	5.50	341.7900	1,879.85
	General Program Coordination; Review of Pitts Road Term Sheet for Harris Cty; Coordination for start of design manual				
		9/10/2026	4.50	341.7900	1,538.06
	General Program Coordination; ROW Coordination				
		9/11/2026	4.50	341.7900	1,538.06
	General Program Coordination; Utility Coordination				
		9/14/2026	4.00	341.7900	1,367.16
	General Program Coordination; ROW Coordination				
		9/15/2026	4.50	341.7900	1,538.06
	General Program Coordination; Review of Fieldstone DA				
		9/16/2026	4.00	341.7900	1,367.16
	General Program Coordination; Commissioners Court				

904 - Program Management

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Deputy Project Manager				
	9/18/2026	2.00	341.7900	683.58
	General Program Coordination			
	9/21/2026	7.50	341.7900	2,563.43
	General Program Coordiantion			
	9/22/2026	4.00	341.7900	1,367.16
	General Program Coordination; ROW Coordination			
	9/23/2026	3.00	341.7900	1,025.37
	General Program Coordination; ROW Coordination			
	9/24/2026	4.00	341.7900	1,367.16
	General Program Coordination; ROW and Utility Coordination			
	9/25/2026	4.00	341.7900	1,367.16
	General Program Coordination; Utility Coordination; Coordination with Developers			
Total Daniel Wayne Freeman		81.00		27,685.02
Total Deputy Project Manager		81.00		27,685.02
Design Engineer				
Selena Alvarado	9/4/2026	1.00	211.5800	211.58
	sending files to consultant (DIA/BKDD), waller county standards			
	9/8/2026	2.00	211.5800	423.16
	transmitting project items to consultants			
	9/9/2026	3.00	211.5800	634.74
	morton rd progress meeting + transmitting drainage files for schlipf rd			
	9/10/2026	2.00	211.5800	423.16
	progress meetings: owens rd, pitts rd			
	9/11/2026	1.00	211.5800	211.58
	utility coordination meeting			
	9/14/2026	1.00	211.5800	211.58
	waller county weekly coordination meeting			
	9/15/2026	4.00	211.5800	846.32
	owens rd coordination + preparing bidding items for county			
	9/16/2026	7.00	211.5800	1,481.06
	owens rd preparing bidding items for county			
	9/17/2026	8.00	211.5800	1,692.64
	coordinating double culvert rd ROE address task + lakes of cane island coordination meeting + clay rd discussion + transmitting owens rd plans to waller county (compressing PDF & reformatting)			
	9/19/2026	4.00	211.5800	846.32
	precinct 4 meeting notes + richards rd 70% transferring bluebeam comments to comment matrix			
	9/21/2026	2.00	211.5800	423.16
	weekly waller county internal meeting			
	9/23/2026	4.00	211.5800	846.32
	review Remington Trails as builts and scanning drainage study for consultant + review the plats for remington trails for future rd designations			
	9/24/2026	6.00	211.5800	1,269.48
	review double culvert rd segment 1 and 2 and cedar creak addresses for distribution list + create UCM pdf for review for richards rd + review title sheeet standard			
Total Selena Alvarado		45.00		9,521.10
Total Design Engineer		45.00		9,521.10
Project Engineer				
Austin Porter McLean	9/14/2026	1.00	244.1300	244.13
	weekly coordination meeting			
	9/15/2026	0.25	244.1300	61.03
	review invoice			

904 - Program Management

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Project Engineer					
		9/17/2026	0.50	244.1300	122.07
	invoice review				
		9/21/2026	0.50	244.1300	122.07
	weekly progress meeting				
Total Austin Porter McLean			2.25		549.30
Robert T. Mcbride		9/3/2026	2.00	244.1300	488.26
	Program Management				
		9/8/2026	2.00	244.1300	488.26
	Program Management				
		9/10/2026	2.00	244.1300	488.26
	Program Management				
		9/11/2026	2.00	244.1300	488.26
	Program Management				
		9/16/2026	4.00	244.1300	976.52
	Program Management				
		9/21/2026	2.00	244.1300	488.26
	Program Managment				
		9/25/2026	2.00	244.1300	488.26
	Program Managment				
Total Robert T. Mcbride			16.00		3,906.08
Total Project Engineer			18.25		4,455.38
Project Manager					
John Charles Tyler		9/1/2026	4.00	364.5700	1,458.28
	Prog admin. Pct 3 monthly mtg. Developer plan coord.				
		9/2/2026	5.00	364.5700	1,822.85
	Prog admin. Comm crt mtg.				
		9/3/2026	3.50	364.5700	1,276.00
	Prog admin. Lakes of Cane Island coord. Planning commission coord.				
		9/4/2026	1.50	364.5700	546.86
	Prog admin. Richard coord. CP3 coord.				
		9/6/2026	0.50	364.5700	182.29
	Prog admin.				
		9/8/2026	5.00	364.5700	1,822.85
	Prog admin. Encumbrance update. Penick constr coord. Utility Coord.				
		9/9/2026	4.00	364.5700	1,458.28
	prog admin.				
		9/10/2026	3.50	364.5700	1,276.00
	Prog admin. ROW coord. Utility coord.				
		9/11/2026	3.00	364.5700	1,093.71
	Prog admin. Morton constr coord. Richards coord. Bidding dates/coord.				
		9/12/2026	1.00	364.5700	364.57
	Prog admin.				
		9/13/2026	1.00	364.5700	364.57
	Prog admin. Pct 4 mtg prep.				
		9/14/2026	4.00	364.5700	1,458.28
	Prog admin. Wkly prog mtg. Budget coord. Schedule coord.				
		9/15/2026	5.00	364.5700	1,822.85
	Prog admin. ROW coord. Owens bid coord. County staff coord.				
		9/16/2026	5.00	364.5700	1,822.85
	Prog admin. Crt mtg. Neuman coord.				
		9/17/2026	5.50	364.5700	2,005.14

904 - Program Management

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Project Manager				
	Prog admin. Comm plng. ROW coord. Joseph ROW coord.			
	9/19/2026	2.00	364.5700	729.14
	Prog admin. ROW coord. Utility coord. Penick constr coord.			
	9/21/2026	1.00	364.5700	364.57
	Prog admin.			
	9/22/2026	1.00	364.5700	364.57
	Prog admin. HC coord.			
	9/24/2026	1.00	364.5700	364.57
	Prog admin.			
	9/25/2026	1.00	364.5700	364.57
	Prog admin.			
Total John Charles Tyler		57.50		20,962.80
Total Project Manager		57.50		20,962.80
Senior Technical Advisor				
Justin Allen Stuart	9/1/2026	6.00	471.9900	2,831.94
	Updated the production schedule.			
Sean Franklin Beal	9/1/2026	3.00	471.9900	1,415.97
	Internal Coordination			
	9/18/2026	4.00	471.9900	1,887.96
	Internal Coordination			
Total Sean Franklin Beal		7.00		3,303.93
Total Senior Technical Advisor		13.00		6,135.87
Sr. Project Engineer				
Richard Kronenberger	9/2/2026	2.00	260.4100	520.82
	Penick Coordination / IEA Contract			
	9/3/2026	2.00	260.4100	520.82
	Penick Coordination			
	9/8/2026	2.00	260.4100	520.82
	Project Coordination			
	9/10/2026	2.00	260.4100	520.82
	Projects Coordination			
	9/11/2026	2.00	260.4100	520.82
	Penick Project Meeting			
	9/14/2026	2.00	260.4100	520.82
	Coordination on Penick			
	9/18/2026	1.00	260.4100	260.41
	Coordination for Mathis			
	9/21/2026	1.00	260.4100	260.41
	Coordination			
	9/22/2026	1.00	260.4100	260.41
	Coordination/Prep for Mathis			
	9/23/2026	4.00	260.4100	1,041.64
	Pre-Con for Mathis			
	9/25/2026	2.00	260.4100	520.82
	Coordination			
Total Richard Kronenberger		21.00		5,468.61
Thirulokesh Krishnan	9/3/2026	1.00	260.4100	260.41
	Fm 1488and Mayer St Warrant analysis review			
	9/4/2026	2.00	260.4100	520.82
	Fm 1488and Mayer St Warrant analysis review			
Total Thirulokesh Krishnan		3.00		781.23

904 - Program Management

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Total Sr. Project Engineer		24.00		6,249.84
	Total Rate Labor			***76,035.38***
Total Bill Task: 904 - Program Management				**76,035.38**

905 - Project Coordination

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Deputy Project Manager				
Daniel Wayne Freeman	9/1/2026	1.50	341.7900	512.69
	Bartlett Rd and Morrison Rd Design Progress Meetings			
	9/2/2026	1.00	341.7900	341.79
	Cochran Road Comment Review Meeting			
	9/8/2026	1.00	341.7900	341.79
	Joseph Road Design Status Meeting			
	9/9/2026	2.50	341.7900	854.48
	Flukinger, Morton, and Stockdick/Shlipf Intersection Meeting with PD			
	9/10/2026	2.00	341.7900	683.58
	Owens Road and Pitts Road Design Status Coordination Meetings			
	9/11/2026	0.50	341.7900	170.90
	Coordination with August Lakes for Clay Road			
	9/15/2026	1.00	341.7900	341.79
	Stockdick Coordiantion			
	9/21/2026	0.50	341.7900	170.90
	Robichaux Road Design Progress Meeting			
	9/23/2026	2.00	341.7900	683.58
	Clay Road ROW Coordination			
Total Daniel Wayne Freeman		12.00		4,101.50
Total Deputy Project Manager		12.00		4,101.50
Design Engineer				
Kelly Joseph Petru	9/10/2026	2.00	211.5800	423.16
	Project Reviews			
	9/11/2026	4.00	211.5800	846.32
	Project Reviews			
	9/14/2026	8.00	211.5800	1,692.64
	Project Reviews			
	9/15/2026	9.00	211.5800	1,904.22
	Project Reviews			
	9/16/2026	3.00	211.5800	634.74
	Project Reviews			
	9/21/2026	2.00	211.5800	423.16
	Project Reviews			
	9/23/2026	3.00	211.5800	634.74
	Project Reviews			
	9/24/2026	6.00	211.5800	1,269.48
	Project Reviews			
	9/25/2026	2.00	211.5800	423.16
	Project Reviews			
Total Kelly Joseph Petru		39.00		8,251.62
Total Design Engineer		39.00		8,251.62
Project Coordinator III				
Natasha Medina	9/1/2026	2.00	145.3400	290.68

905 - Project Coordination

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Project Coordinator III					
	invoices				
		9/2/2026	3.00	145.3400	436.02
	invoices, verifying amendments				
		9/3/2026	5.00	145.3400	726.70
	invoices, appraisals, follow ups				
		9/4/2026	5.00	145.3400	726.70
	invoices, follow up call, noting amendment and additional services approval				
		9/8/2026	5.00	145.3400	726.70
	invoices				
		9/9/2026	1.00	145.3400	145.34
	filing				
		9/10/2026	1.00	145.3400	145.34
	follow up				
		9/11/2026	3.00	145.3400	436.02
	invoices and follow up				
		9/15/2026	2.00	145.3400	290.68
	invoicing				
		9/17/2026	1.00	145.3400	145.34
	catchup on invoices				
		9/18/2026	2.00	145.3400	290.68
	invoice follow up,				
		9/21/2026	2.00	145.3400	290.68
	invoice catch up and follow up				
		9/22/2026	1.00	145.3400	145.34
	filing invoices				
		9/24/2026	3.00	145.3400	436.02
	invoices				
Total Natasha Medina			36.00		5,232.24
Philip Westerman		9/1/2026	2.00	145.3400	290.68
	CAD Management				
		9/8/2026	2.00	145.3400	290.68
	CAD Management				
		9/16/2026	2.00	145.3400	290.68
	CAD Management				
		9/24/2026	2.00	145.3400	290.68
	CAD Management				
Total Philip Westerman			8.00		1,162.72
Total Project Coordinator III			44.00		6,394.96
Project Manager					
John Charles Tyler		9/1/2026	2.00	364.5700	729.14
	Rylander drainage coord. PV coord.				
		9/2/2026	1.00	364.5700	364.57
	Lakes of Cane Island connection coord.				
		9/4/2026	1.00	364.5700	364.57
	Lantana coord.				
		9/8/2026	1.00	364.5700	364.57
	Developer coord. City coord.				
		9/9/2026	2.50	364.5700	911.43
	Lantana/Morrison coord. Fieldstone/Stockdick Coord.				
		9/10/2026	1.00	364.5700	364.57
	Rylander coord.				

905 - Project Coordination

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Project Manager				
	9/11/2026	1.00	364.5700	364.57
	Utility coord mtg.			
	9/13/2026	0.50	364.5700	182.29
	Lakes of Cane Island coord.			
	9/14/2026	1.50	364.5700	546.86
	city of PV coord.			
	9/15/2026	2.00	364.5700	729.14
	Developer coord w/county.			
	9/16/2026	2.00	364.5700	729.14
	Rylander coord. Fieldstone coord.			
	9/17/2026	2.50	364.5700	911.43
	Lakes of CI coord.			
	9/19/2026	2.00	364.5700	729.14
	MGO coord.			
Total John Charles Tyler		20.00		7,291.42
Total Project Manager		20.00		7,291.42
	Total Rate Labor			***26,039.50***
Total Bill Task: 905 - Project Coordination				**26,039.50**

906 - Right of Way Coordination

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Right-of-Way Manager				
Lora Reeves Gunter	9/4/2026	0.25	279.9400	69.99
	Review status report and some of the title commitments that have come in			
	9/15/2026	0.50	279.9400	139.97
	Discussion w/Joanna C. on John T. on counteroffer authority recommendations			
Total Lora Reeves Gunter		0.75		209.96
Total Right-of-Way Manager		0.75		209.96
	Total Rate Labor			***209.96***
Total Bill Task: 906 - Right of Way Coordination				**209.96**

907 - GIS

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
GIS Database Administrator				
Robert Casey Lyde	9/9/2026	2.00	175.7800	351.56
	Project updates entered in to database, Updating Mobility dashboard web application			
Project Manager				
Jacquelyn Wilson	9/16/2026	0.50	364.5700	182.29
	Prep for communications meeting			
	9/17/2026	6.00	364.5700	2,187.42
	Communications strategy meeting, prep, facilitation, follow up			
Total Jacquelyn Wilson		6.50		2,369.71
Total Project Manager		6.50		2,369.71
	Total Rate Labor			***2,721.27***
Total Bill Task: 907 - GIS				**2,721.27**

908 - Bidding CEI Phase Services

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Deputy Project Manager				
Daniel Wayne Freeman	9/10/2026	0.50	341.7900	170.90
	Penick Road CO Discussion			
	9/23/2026	1.00	341.7900	341.79
	Penick Road Change Order Coordination			
Total Daniel Wayne Freeman		1.50		512.69
Total Deputy Project Manager		1.50		512.69
Design Engineer				
Selena Alvarado	9/23/2026	1.00	211.5800	211.58
	pre-construction meeting for Mathis Rd			
Project Manager				
John Charles Tyler	9/3/2026	3.00	364.5700	1,093.71
	Morton closure coord. Mathis/Adams Flat/Double Culvert coort. IEA contract coord.			
	9/8/2026	0.50	364.5700	182.29
	Award ltr Double Culvert.			
	9/10/2026	0.50	364.5700	182.29
	Penick CO discussion.			
	9/12/2026	1.00	364.5700	364.57
	Mathis/Adams Flat coord.			
	9/14/2026	2.00	364.5700	729.14
	bid coord for future projects.			
	9/15/2026	1.00	364.5700	364.57
	Penick coord.			
	9/16/2026	1.00	364.5700	364.57
	Owens proj coord.			
	9/17/2026	1.00	364.5700	364.57
	Owens bid coord.			
	9/19/2026	1.00	364.5700	364.57
	Owens bidding coord.			
Total John Charles Tyler		11.00		4,010.28
Total Project Manager		11.00		4,010.28
	Total Rate Labor			***4,734.55***
Total Bill Task: 908 - Bidding CEI Phase Services				**4,734.55**

Z99 - Other Direct Costs

Unit Rate Expenses

Account / Unit / Equipment / Vendor	*Doc Number*	*Date*	*Quantity*	*Rate*	*Amount*
Mileage					
Standard Mileage					
Robert T. Mcbride	ER0000023135	8/18/2026	65.00 Mile	0.7600	49.40
	Hilcorp Energy Meeting: Sugar Land, Tx to Hilcorp Energy Corporation, 29003 Morton Rd, Katy, TX 77493				
		Total Unit Rate Expenses			***49.40***

Total Project: PM5121-2471 - Waller County Bond Program Management **239,703.60**

WALLER COUNTY
ROAD BOND '23

Monthly Progress Report
September 2026

Contract No: PM5121-2471

Project Description: Waller County Road Bond Program GEC

Progress Reporting Period: August 29, 2026 – September 25, 2026

Project Manager: John Tyler

Progress Summary:

Project Design Engineer Coordination (901)

- Summary of effort
  - Held monthly project meetings.
  - Receive Mayer Road draft PER for review and comment.
  - Reviewed draft PER's and returned comments for Richards Road project.
  - Received 70% plans for review and comment for Morton Road Phase 2.
  - Provide comments to 70% plans for Flukinger, Morton Phase 2, and Richards Road projects.
  - Received 95% plans for review and comment for Joseph and Flukinger road projects.
  - Provided 95% plan review comments for Robichaux Road project.
  - Provided 100% plan review comments for Owens Road project.
- Deliverables
  - Owens Road 100% drawings, project manual, estimate, and bid form.
- Problems Encountered:
  - Woods Road scope reverted back to individual ILA's with RID and City of Katy. City of Katy requested that the ILA be with the Katy Development Authority (KDA). The KDA funding the construction of the overlay within the City limit.
- Progress Expected Next Month:
  - Receive PER for Schlipf Road project.
  - Receive 60% plans for Morrison, Bartlett, and Pitts Road projects.
  - Receive 100% plans for Robichaux, Richards, and Morton Phase 2 Road projects.

Review of Project Plan Submittals (902)

- Summary of effort
  - Reviewed Richards PER.
  - Reviewed 70% plans for Flukinger and Morton Phase 2 projects.
  - Reviewed 95% plans for Robichaux, Flukinger, and Morton Phase 2 projects.
  - Reviewed and returned 100% plan comments for Owens Road project.
- Deliverables
  - Final plans for Owens Road.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Review Robichaux, Mayer, Joseph, Morrison, Flukinger, Richards, Morton Phase 2, Bartlett, Pitts, and Neuman road progress sets.

- Approve Morton Phase 2 final plans for bidding.

Utility Coordination (903)

- Summary of effort
  - Continued coordination with pipeline companies on all active projects. Specifically focused on Morton Road for Lakes of Cane Island drainage outfall, Owens, and Neuman projects.
  - Penick/Mathis ATT relocation will occur shortly after permit received.
  - Owens, Cochran, Neuman, Morton, and Robichaux coordination continues.
  - Continued research on potential conflicts for projects.
  - Provided information for use in project estimates.
  - Review installation/relocation requests from utility companies along projects using county's MGO software.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Will continue to support the project design coordination, with focus on Adams Flat, Double Culvert, Owens, Cochran, and Neuman Roads.
  - Continue developing utility conflict lists and resolve issues.

Program Management (904)

- Summary of effort
  - Updated program schedule.
  - Continued adjusting program expenditures in accordance with updated schedule.
  - Continued contact with TxDOT to coordinate program with current TxDOT projects in Waller County.
  - Held monthly commissioner meetings, Precincts 3 and 4.
  - Continued ROW acquisition process for Robichaux and Bowler/Kyle properties. Both properties have agreed to a price. Final Purchase agreement sent to landowners. Addressing comments to agreement from Robichaux parcel. Morton Road Phase 2 parcel offers set to landowners.
  - Continued meetings with Grange, Lantana, and Lakes of Cane Island developers to coordinate storm water drainage. Working towards required deadline of the Lakes of Cane Island DA for Morton Road Phase 2, drainage outfall system.
  - Reviewed subconsultant invoices and submitted to County Engineer's office.
  - Continued coordinating drainage for Clay, Bartlett, Pitts, Stockdick, Morrison, Schlipf, and Morton with adjacent developers and BKDD.
  - Submitted updated Pitts/Clay intersection layout to HC for review and comment. Meeting schedule for 10/7 to discuss layout and term sheet for ILA.
  - Katy Development Authority voted on 9/21 to take this project for the City of Katy. Coordination on the ILA for Woods Road with the Katy Development Authority, then the RID will begin in October.
  - Updated program website with current data.

- Discussed communication plan for Road Bond.

- Deliverables
  - None.
- Problems Encountered:
  - Adams Flat project subconsultant payments have occurred.
- Progress Expected Next Month:
  - Finalize direction for Woods Road ILA's with Katy Development Authority and RID.
  - Support county in ILA with FBC for FM 359 project.
  - Advertise Morton Road Phase 2 project.
  - Complete negotiations with prime engineers for Woods Road, once ILA's approved.
  - Submit engineering invoices to County for approval at Commissioners Court.
  - Continue meeting with agencies impacted by project in road bond.

Project Coordination (905)

- Summary of effort
  - ILA with City of Brookshire is not on next years budget agenda. WC is coordinating.
  - Coordinated with the City of Prairie View.
  - Coordinated projects with City of Katy.
  - Coordinated discussions with Katy Development Authority for Woods ILA.
  - Coordinated drainage meetings between developers and project teams and BKDD.
  - Coordinated between projects and County.
  - Coordinated with Perry Homes and Lakes of Cane Island.
  - Coordinated with Grange development.
  - Coordinated Morrison project with Lantana development.
  - Coordinated Morton project with Lakes of Cane Island Development.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Resolve and complete draft ILA's for Woods Road.
  - Address ILA comments from FBC on FM 359 project.

Right of Way Coordination (906)

- Summary of effort
  - Robichaux and Bowler/Kyle parcels have received Purchase Agreements for review. Comments received from Robichaux.
  - Offer letters sent for four parcels for Morton Road Phase 2.
  - Appraisals in process for 19 parcels along Clay Road.
- Deliverables
  - Morton Phase 2 offer letters.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Negotiate agreements with Morton parcels.

- Continue to provide/develop information necessary for acquisitions.

GIS (907)

- Summary of effort
  - Updated website to current information.
  - Updated sharefile for program use.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - None.

Bidding Phase and Construction Services (908)

- Summary of effort
  - Coordinated bidding with County for advertisement of Owens Road Project.
  - Completed agreement for CEI of Double Culvert/Cedar Creek Road.
  - Continued negotiations for CEI agreements on Adams Flat/Robichaux and Owens/Flukinger/Richards/Cochran road projects.
  - Construction NTP for Mathis Road.
- Deliverables
  - Plans, manual, and estimate for Owens Road.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin on other projects when first project design is 50% complete.
  - Complete CEI agreements for Adams Flat and Robichaux projects.
  - Construction NTP for Adams Flat Road.

Additional Tasks

Task 101: Off-system Bridge Assessment/Repair Plan

- Summary of effort
  - No action.
- Progress expected next month
  - Continue to produce drawings for bridge scour protection, as requested.
  - Check-in regularly to verify plan being implemented

Task 102: County Signal Design Standard Development

- Summary of effort
  - No action.
- Progress expected next month
  - Address comments as necessary.

Task 103: Management of Program ROW Acquisition

- Summary of effort
  - Details contained in 906 above.
- Progress expected next month

- Receive rest of Clay and the southern Bartlett parcels and easements, begin title research and appraisal.
- Complete negotiations with Morton Road Phase 2 property owners for acquisition.

Task 104: Morton Road Phase 1 Overlay CEI/Testing

- Summary of effort
  - Performed final walk through.
  - Accepted project.
- Progress expected next month
  - Final Closeout of project.

Julie Adams

From: Ross McCall
Sent: Wednesday, October 14, 2026 10:18 AM
To: Julie Adams
Subject: FW: Waller County Bond Program Mgmt. PO 207745 - LJA, Inc. (PM5121-2471) - Invoice 202652149 9/25/26
Attachments: Waller County_PO207745_LJA, Inc. (PM5121-2471)_Inv. 202652149 092526.pdf

No objections to payment on my end.
Thanks,

J. Ross McCall, P.E., CFM | Waller County Engineer | (979) 826-7670

From: Lynden Andrada <landrada@lja.com>
Sent: Wednesday, October 14, 2026 9:15 AM
To: Ross McCall <r.mccall@wallercounty.us>; Julie Adams <j.adams@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
Cc: John Tyler <jtyler@lja.com>; Kimberly Sparks <ksparks@lja.com>; Client Bills <clientbills@lja.com>
Subject: Waller County Bond Program Mgmt. PO 207745 - LJA, Inc. (PM5121-2471) - Invoice 202652149 9/25/26

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

Good morning,

Please find attached September invoice for processing. Should you have any questions or require further information, please let us know.

Kindly confirm receipt of this invoice.

Kind regards,

LYNDEN A. ANDRADA | Project Accounting Specialist
Accounting
O: 713.380.4420 | D: 346.608.7059 | C: 281.870.6748
3600 W Sam Houston Pkwy S
Suite 500, Houston TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $5,968.75

Please make check payable to:

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

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Please mail check to:

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

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Purpose of check: Invoice # 101497-17 Neuman Road

Professional Engineering Services August 01, 2026 to August 31, 2026

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request — Date

J. Ross McCall 10/15/26

Signature of Official/Department Head Submitting Request — Date

RG Miller | DCCM

R.G. Miller Engineers, Inc.

1080 Eldridge Pkwy, Suite 600, Houston, Texas 77077 Tel. 713-461-9600 Fax 713-461-8655

Remit Payment: R.G. Miller Engineers, Inc.
By Check: 1080 Eldridge Pkwy Suite 600 Houston, TX 77077
Electronic Instructions: Bank: First Merchants Bank Acct#: 10117489 Wire/ACH ABA: 074900867 BIC/ SWIFT CODE: FMECUS33 (International)

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

REMIT TO
R.G. Miller Engineers, Inc.
1080 Eldridge, Suite 600
Houston, TX 77077
Email:

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

Professional Engineering Services related to
Project: Neuman Road

INVOICE

Date of Invoice: 14-Sep-26 **RGME Invoice No.** 101497-17
RGME Project No.: 2117.0000
Period of Services: 8/1/2026 TO 8/31/2026

TASK Code	Phase Description		Contract Fee	% Complete	Invoiced to Date	Previously Invoiced	Current Invoice		Amount of Contract Value Remaining
100	PER Phase	LS	$190,540.00	100%	$190,540.00	$190,540.00	$0.00		$0.00
200	Design Phase	LS	$238,750.00	98%	$232,781.25	$226,812.50	$5,968.75		$5,968.75
210	Topographic Survey	T&M	$117,548.00	82%	$96,455.98	$96,455.98	$0.00		$21,092.02
220	Geotechnical Services	T&M	$99,567.00	100%	$99,567.00	$99,567.00	$0.00		$0.00
230	Subsurface Utility Engineering	T&M	$158,630.00	33%	$52,401.67	$52,401.67	$0.00		$106,228.33
240	Bridge Design	T&M	$73,080.00	0%	$0.00	$0.00	$0.00		$73,080.00
250	Environmental Services	T&M	$16,866.00	100%	$16,866.00	$16,866.00	$0.00		$0.00
300	Bid Phase	LS	$11,800.00	0%	$0.00	$0.00	$0.00		$11,800.00
	Total:		$906,781.00		$688,611.90	$682,643.15	$5,968.75		$218,169.10
	OVERALL TOTALS		**$906,781.00**	**76%**	**$688,611.90**	**$682,643.15**	**$5,968.75**		**$218,169.10**

AMOUNT DUE THIS INVOICE: **$5,968.75**

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

Approved by:

Alberto Espinoza, P.E.
Senior Project Manager

September 14, 2026
Date

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

Neuman Road

August 2026 Progress Report

Summary of Work Accomplished in August 2026

- Addressing 70% submittal comments and prepare 100% submittal

Summary of Work to be Accomplished in September 2026

- Continued addressing of 70% submittal comments and preparation of 100% submittal
- Coordination for addressing BKDD comments

Project Schedule and Upcoming Deliverables

- Draft Geotechnical Report – 7/23/2025
- Survey Deliverables – 10/24/2025
- Preliminary Engineering Report Draft Submittal – 10/31/2025
- Preliminary Engineering Report Final Submittal – 12/23/2025
- 70% Design Submittal – 5/10/2026
- 100% Design Submittal – 9/18/2026

Outstanding Issues or Information Needs

Open Issues

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 7:34 AM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice Neuman Road - RGME Invoice #101497-17
Attachments: 202600814 Invoice 101497-17 RGM - Neuman Road - 23404.pdf

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

Good Morning

Attached is invoice 17 from RG Miller for Neuman Road.

Project #: 23404
Project Name: Neuman Road
Consultant: RG Miller
Percent spent so far:76%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
09.14.26	101497-17	$5,968.75

Thanks,

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

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $53,856.04

Please make check payable to:

Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Please mail check to:

Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Purpose of check: Invoice # 304200.00 - 17

Professional Services from August 03, 2026 to August 30, 2026

Pitts Road

Charge to GL line: 605-605-545405

Julie Adams — 10-15-26

Signature of Person Submitting Request — Date

J. Ross McCall — 10/15/2026

Signature of Official/Department Head Submitting Request — Date

Invoice

SCHAUMBURG & POLK, INC.

August 31, 2026
Invoice No: 0000304200.00 - 17

WALLER COUNTY
J. ROSS MCCALL, P.E.
775 BUS 290 EAST
HEMPSTEAD, TX 77445

Project 0000304200.00 PITTS ROAD
PROFESSIONAL ENGINEERING SERVICES
R.MCCALL@WALLERCOUNTY.US

Professional Services from August 03, 2026 to August 30, 2026

Fee

Phase	Contract Fee	Percent Complete	Billed To Date	Current Billing
GENERAL	260,499.20	42.50	110,712.17	6,512.49
PRELIM DESIGN	206,870.00	100.00	206,870.00	0.00
ENVIRONMENTAL	18,590.00	76.17	14,160.00	0.00
ADMENDMENT 1 - ENVIRONMENTAL (T&M)	58,487.00	0.00	0.00	0.00
GEOTECHNICAL	70,880.94	45.7418	32,422.23	0.00
STRUCTURAL	63,067.00	0.00	0.00	0.00
SUE	93,050.00	51.5585	47,975.16	0.00
SURVEY	100,426.00	87.6989	88,072.52	0.00
SURVEY (T&M)	20,000.00	83.15	16,630.00	0.00
TRAFFIC	81,873.84	29.8074	24,404.46	0.00
FINAL DESIGN	219,420.00	8.00	17,553.60	17,553.60
BID/CONSTRUCTION	150,000.00	0.00	0.00	0.00
AMENDMENT 1 - GENERAL	134,590.00	14.50	19,515.55	4,710.65
AMENDMENT 1 - PRELIM DESIGN	54,925.00	100.00	54,925.00	0.00
AMENDMENT 1 - FINAL DESIGN	60,580.00	6.00	3,634.80	3,634.80
AMENDMENT 1 - GEOMETRY REDESIGN	194,950.00	28.00	54,586.00	21,444.50
Total Fee	1,788,208.98		691,461.49	53,856.04
		Previous Fee Billing	637,605.45	
	Total Fee			**53,856.04**
			Total this Invoice	**$53,856.04**

Outstanding Invoices

Number	Date	Balance
16	8/12/2026	105,476.40
Total		**105,476.40**

Total Now Due **$159,332.44**

Billings to Date

	Current	Prior	Total
Fee	53,856.04	637,605.45	691,461.49
Totals	**53,856.04**	**637,605.45**	**691,461.49**

SCHAUMBURG & POLK, INC
ENGINEERING A BETTER FUTURE

Waller County
23407 Pitts Rd
Progress Report

Work Period: August 03, 2026 to August 30, 2026

Previous Month:

General:

- SPI attended the Progress Meeting with LJA and prepared meeting minutes.
- SPI updated schedule (subject to change).
- SPI coordinated with PDE regarding the Level A SUE status and Hilcorp pipeline depth of cover.
- SPI coordinated with TEDSI on Traffic Engineering Study status and Commitment letter being requested by Harris County.
- SPI coordinated with Linfield, Hunter & Junius regarding project status.
- SPI sent latest pavement file to LJA as requested.
- SPI coordinated with DCCM regarding project status.

Final Design:

- SPI created pipeline crossing table to discuss pipeline coordination with LJA.
- SPI created intersection layout sheets.
- SPI designed driveways and modified roadway profile as needed.
- SPI updated plan and profile sheets.
- SPI created signing and striping sheets.
- SPI updated horizontal alignment sheet.
- SPI created general notes-utilities sheet.

Amendment 1 – General:

- SPI coordinated with LJA regarding Harris County Exhibit and updated Exhibit as needed.
- SPI coordinated with Quiddity regarding their project status (intersection improvements and temporary traffic signal), location of the roadway crown, and drainage.
- SPI coordinated with Quiddity and TEDSI regarding the temporary traffic signal relocation (i.e traffic signal cabinet)
- SPI met with LJA to discuss Quiddity's project being cancelled, standard detail differences, proposed signs, and proposed asphalt thickness for Waller County and Harris County.

Amendment 1 – Geometry Redesign (due to the reduction of right-of-way at the Swift Gas station property)

- SPI updated roadway profile.
- SPI updated plan and profile sheets.
- SPI created signing and striping sheets.

Next Month:

General:

- SPI to attend Progress Meeting with LJA and prepare meeting minutes.

Environmental:

- Consor to start working on the WOTUS and wetland delineation.

SUE:

- PDE to update final deliverables and prepare Level A SUE certified exhibits.

Traffic:

- TEDSI to address comments from Harris County. [Commitment Letter is the last comment to be addressed. Pending direction from Harris County.]

Final Design:

- Continue updating proposed geometry/profile.
- Once we receive geometry approval from both Counties:
    - Update drainage.
    - Update traffic control as necessary (pending further discussion of the intersection closure).
    - Work towards 70% Submittal.

Amendment 1 – General

- SPI to continue coordination with Harris County
- SPI to continue coordination with BKDD, Quiddity and Consor.

Amendment 1 – Final Design

- Continue with final design scope due to additional linear footage of the project.

Amendment 1 – Geometry Redesign

- SPI to continue redesigning Pitts Rd/Clay Rd due to the reduction of right-of-way at the Swift Gas Station property.

Issues:

- Harris County/Waller County geometry approval in progress. Waller/Harris County coordination meeting is scheduled for 10/7/2026.

Schedule:

PER Submittal: 1/30/2026 (draft); 4/22/2026 (final)
70% Submittal: 12/1/2026
95% Submittal: 3/22/2027
100% Submittal: 6/23/2027

Note: Submittal dates for 70%, 95% and 100% are estimated dates. These dates assume that by 9/14/2026 SPI would have received Waller County and Harris County geometry approval.

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 10:24 AM
To: Julie Adams
Subject: Re: 23407 Pitts Rd - 2023 Mobility Bond Project Invoice

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

Yes, $53,856.04 is what I show on our spreadsheet. I'm sorry, I must have mis-typed.

NATASHA MEDINA | Project Coordinator

Program Management

O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645

1904 W Grand Parkway N, Suite 100, Katy, Texas 77449

EMPLOYEE-OWNED. CLIENT FOCUSED.

www.lja.com

From: Julie Adams <j.adams@wallercounty.us>
Sent: Thursday, October 15, 2026 9:29 AM
To: Natasha Medina <nmedina@lja.com>
Subject: RE: 23407 Pitts Rd - 2023 Mobility Bond Project Invoice

[EXTERNAL EMAIL]

Good morning, Natasha.

Could you please confirm the invoice total? Your email shows the invoice total as $58,856.04. However, the invoice shows $53,856.04.

Thank you,

Julie Adams

Waller County Road and Bridge

775 Bus 290 East
Hempstead, Texas 77445
Ph. (979)826-7670

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 7:48 AM
To: Ross McCall <r.mccall@wallercounty.us>; Luke Fortkamp <l.fortkamp@wallercounty.us>
Cc: John Tyler <jtyler@lja.com>; Julie Adams <j.adams@wallercounty.us>
Subject: 23407 Pitts Rd - 2023 Mobility Bond Project Invoice

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

Good Morning

Attached is invoice 17 from SPI for Pitts Road.

Project #: 23407
Project Name: Pitts Road
Consultant: SPI
Percent spent so far: 20%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
08.31.26	34200.00-17	$58,856.04

Thanks,

NATASHA MEDINA | Project Coordinator

Program Management

O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645

1904 W Grand Parkway N, Suite 100, Katy, Texas 77449

EMPLOYEE-OWNED. CLIENT FOCUSED.

www.lja.com

[EXTERNAL EMAIL] Exercise caution. Do not open attachments or click links from unknown senders or unexpected email

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $73,490.89

Please make check payable to:

Name: Volkert, Inc.

Address: 5775 N. Sam Houston Pkwy Suite 140

Houston, TX 77086

Please mail check to:

Name: Volkert, Inc.

Address: 5775 N. Sam Houston Pkwy Suite 140

Houston, TX 77086

Purpose of check: Invoice # 1208011-12 Robichaux Road Waller County Precinct 1

Professional Services rendered April 18, 2026 through August 21, 2026

Charge to GL line: 605-605-545405

Julie Adams 10-15-26

Signature of Person Submitting Request **Date**

J. Ross McCall 10/15/26

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

VOLKERT
Volkert, Inc.
5775 N. Sam Houston Pkwy Suite 140
Houston, TX 77086
281.466.2813

September 15, 2026 Invoice No.: 01208011-12

Waller County Project #:23104
Volkert Project Numbe 1203276.000

Robichaux Road Waller Co PCT 1
For professional services rendered April 18, 2026 - August 21, 2026.

Description	Contract Amount	% Complete	Billed to Date	Previously Billed	Current Amount
TASK 10000: DESIGN TOTAL	$215,977.25	94.2%	$203,380.29	$143,657.76	$59,722.53
PER	$90,007.60	100.0%	$90,007.60	$90,007.60	$0.00
FINAL DESIGN	$125,969.65	90.0%	$113,372.69	$53,650.16	$59,722.53
TASK 20000: CONSTRUCTION PHASE S	$62,294.79	0%	$0.00	$0.00	$0.00
TASK 30000: DRAINAGE	$69,599.98	98.5%	$68,564.95	$68,564.95	$0.00
TASK 40000: BRIDGE	$40,015.00	25.0%	$10,003.75	$6,002.25	$4,001.50
TASK 50000: ENVIRONMENTAL	$16,802.43	100.0%	$16,802.43	$16,802.43	$0.00
TASK 60000: GEOTECH	$84,174.00	98.9%	$83,210.00	$83,210.00	$0.00
TASK 70000: SURVEY	$95,694.00	100.0%	$95,694.00	$95,694.00	$0.00
TASK 80000: SUE	$77,635.00	68.6%	$53,219.25	$44,700.75	$8,518.50
TASK 90000: PROJECT MGMT & ADMIN	$42,965.46	87.0%	$37,386.84	$36,138.48	$1,248.36
	$705,157.91		**$568,261.51**	**$494,770.62**	**$73,490.89**

Total Amount Due This Invoice **$73,490.89**

Approver: _____ Date: 9/15/26

Total Work Authorization Billing Summary

Work Authorization	Previous Billed	Current Period	Billed to Date	Work Authorization Remaining
$ 705,157.91	$ 494,770.62	$ 73,490.89	$ 568,261.51	$ 136,896.40
$ 705,157.91	$ 494,770.62	$ 73,490.89	$ 568,261.51	$ 136,896.40

Please remit payment to:

ACH Instructions:
Regions Bank
Acct Title: Volkert, Inc
Acct No: 0019285477
Routing No: 062000019

Mailing Instructions:
Dept #2042
Volkert, Inc
PO Box 11407
Birmingham, AL 35246-2042

Volkert, Inc.
5775 N. Sam Houston Parkway W.
Suite 140
Houston, TX 77086
281.466.2813
Volkert.com

Progress Report No. 12

August 2026

PROJ: Robichaux Road Waller Co PCT 1

COUNTY: Waller

Waller County Project Manager:

J. Ross McCall, P.E.

Volkert Project Manager:

Beau Benson, P.E.

For professional services rendered April 18, 2026 – August 21, 2026.

Summary Description of Scope of Services

The proposed improvements include the widening and reconstruction for 2.5 miles from 2 – 10' lanes to 2 – 11' lanes and a 2' shoulder of Asphalt on Robichaux Road from CR1458 to Garrett Road.

Project Financial Status

Overall Design % Spent – 94.2%
Total (All disciplines) – 80.6%

- **Previous Progress Report**
  - 60% - Re - submittal for GEC review
  - Gas-Line Exhibit
  - 90% Submittal – (08/14/2026)
- **Upcoming tasks**
  - Finalize Driveway access documents
  - 100% Submittal - (09/16/2026)
  - **Next submittal – 100% - (09/16/2026)**

Task Name	Due Date
Milestone: 60% Design Phase	
~~60% SUBMITTAL TO GEC/FINAL PER REPORT SUBMITTAL~~	~~Fri 5/15/26~~
~~60% Comment review~~	~~Mon 5/18/26~~
~~ADDRESS 60% COMMENTS~~	~~Fri 6/15/26~~
Milestone: 90% Submittal	
~~90% Submittal~~	~~ASAP~~
~~90% SUBMITTAL TO GEC~~	~~Fri 7/16/26* tentative (08/14/26)~~
90% GEC REVIEW	TUES 8/25/26 - 9/7/26
Milestone: 100% Submittal	
100% SIGN AND SEAL	**~9/16**
PS&E Approval by County	Tue 10/27/26

Progress Report Discussion and Work Performed:

- 90% Submittal – (08/14/2026)

Potential Issues:

None

Anticipated work for the following month:

- Continue design efforts for **full reconstruction** and 100% submittal.

Volkert, Inc.
5775 N. Sam Houston Pkwy W. Suite 140
Houston, TX 77086
281.466.2813
www.volkert.com

September 15, 2026

Waller County Pct 1
Attention: J. Ross McCall, P.E.
775 Business US 290 East
Hempstead, Texas 77445

Project: Robichaux Road Waller Co PCT 1 #23104

Please see invoice #01208011-12 attached for your review. The service dates provided are from April 18, 2026 – August 21, 2026.

Invoice Total:
$73,490.89

If you have any questions, please feel free to contact me.

Crystal Serna
crystal.serna@volkert.com
281.466.2813

CC: Beau Benson
beau.benson@volkert.com
318.372.0012

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Thursday, October 15, 2026 3:25 PM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: Mobility Bond Project Invoice #01208011-12-Volkert-Robichaux Rd-23104
Attachments: 20260915-Invoice #01208011-12-Volkert-Robichaux Rd-23104.pdf

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

Good afternoon,

Attached is invoice 12 from Volkert for Robichaux Rd.

Project #: 23104
Project Name: Robichaux
Consultant: Volkert
Percent spent so far: 83%
Design Schedule Changes:

Invoice Date	Invoice #	Invoice $
09.15.26	01208011-12	$73,490.89

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

Debbie Winslow

John,

Our client, Johnson Development, is requesting an exception in this instance. This is a collector road that will not have any homes addressed along it.

The proposed street name is intended to memorialize Brittany Hildebrand and has been discussed and supported by the developer and commissioner.

We would appreciate your consideration of the exception for "**Brittany's Way**". Please let me know if you have any questions or need any additional information.

Thank you,

Ripley Woodard | Assistant Planner
META Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TX 77494
D: 281.204.8968
T: 281.810.1422
RWOODARD@META-PD.COM
Please consider the environment before printing this email.
Notice: this email is confidential, is intended for the above-named recipient(s) only, and may be confidential and/or privileged. If you have received this message in error, please notify by return email and delete this message from your system without printing.

From: John Murrell <j.murrell@wallercounty.us>
Sent: Monday, October 5, 2026 1:19 PM
To: Ripley Woodard <rwoodard@meta-pd.com>
Subject: RE: Grange - Unnamed collector Street Name Request

Brittany Lane is in use. Same rules apply about indicators.

From: Ripley Woodard <rwoodard@meta-pd.com>
Sent: Monday, October 5, 2026 1:16 PM
To: John Murrell <j.murrell@wallercounty.us>; Michaela Wojslaw <m.wojslaw@wallercounty.us>
Subject: Grange - Unnamed collector Street Name Request

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

Good afternoon, John and Michaela,

We are currently preparing the next phase of section plats for the Grange development and have a street dedication plat that will soon be submitted and requires a new street name.

The proposed street name, **"Brittany's Way"**, is in honor of Brittany Hildebrand, daughter of Jeff Hildebrand, who passed away last year. The name is intended as a tribute to her.

Proposed Street Name:

- Brittany's Way

Please let me know if you have any questions or need any additional information regarding the requested street name.

Thanks,

Ripley Woodard | Assistant Planner
META Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TX 77494
D. 281.204.8968
T: 281.810.1422
RWOODARD@META-PD.COM
Please consider the environment before printing this email.
Notice: this email is confidential, is intended for the above-named recipient(s) only, and may be confidential and/or privileged. If you have received this message in error, please notify by return email and delete this message from your system without printing.

Debbie A. Winslow

Waller County
Road and Bridge Department
775 Business 290 East
Hempstead, TX 77445
(979)826-7670

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Maple Reserve Water Plant

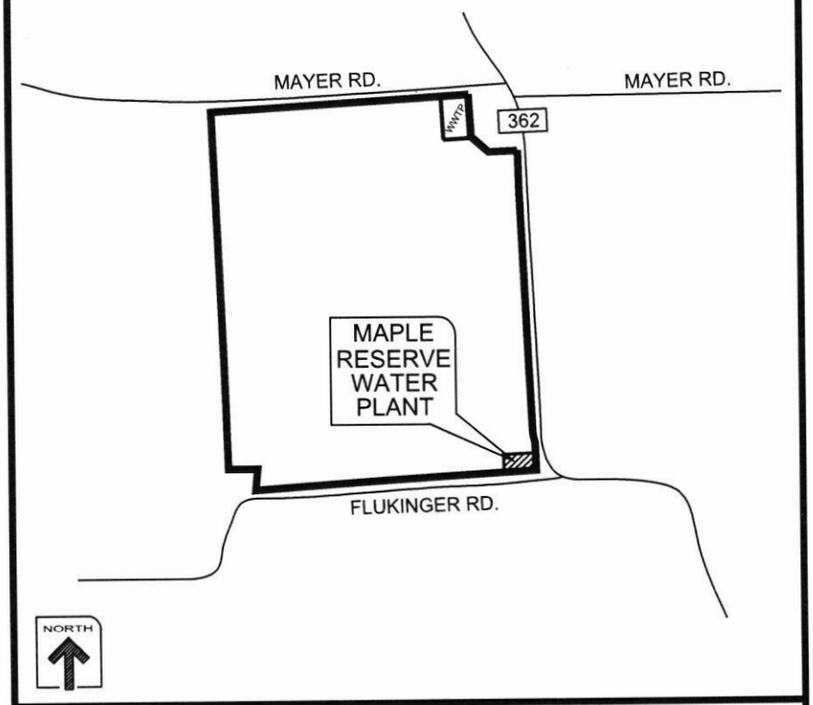
Date: October 28, 2026

Background

Final Plat of Maple Reserve Water Plant which consists of 1.539 acres will include 1 Block and 1 Reserve Precinct 2.

Staff Recommendation

Approve Plat



VICINITY MAP (NOT TO SCALE) KEYMAP: 242W

FINAL PLAT OF
MAPLE RESERVE
WATER PLANT
BEING 1.539 ACRES OF LAND

OUT of THE
AMBROSE POWELL SURVEY, A-239
WALLER COUNTY, TEXAS

CONTAINING ONE RESERVE IN ONE BLOCK.

OWNER:
D.R. HORTON – TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
400 CARRIAGE HILLS BLVD
CONROE, TEXAS 77384
(936) 777-6600
KSANDELL@DRHORTON.COM

ENGINEER:
GFT INFRASTRUCTURE, INC.
3200 SOUTHWEST FREEWAY, SUITE 1600
HOUSTON, TX. 77027
(713) 520-9570
JUAN.PEREZ@GFINC.COM
FIRM No. 1800

SURVEYOR:
DCCM
1760 W. SAM HOUSTON PKWY. N.
HOUSTON, TEXAS 77043
(713) 413-1900
TBPELS Firm Registration No. 10047100
rpeacock@dccm.com

PLANNER:
META
PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

GENERAL NOTES:

1. According to the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM) for Waller County, Texas, Map No. 48473C0155F, dated 05/16/2019, the subject tract appears to lie ZONE "X" (UNSHADED). This determination was done by graphic plotting and is approximate only, and has not been field verified. This flood note does not imply that the property or structures thereon will be free from flooding or flood damage, on occasion floods can and will occur and flood heights may be increased by man-made or natural causes. This flood note shall not create liability on the part of Anthony Peacock..
2. 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 foot (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.
3. No pipelines or pipeline easements exist within the boundaries of this plat.
4. No structure in this subdivision shall be occupied until connected to an individual septic system or a public sewer system.
5. No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system.
6. 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:
   (1) For a subdivision of fewer than 50 houses, 2,500 gallons of storage; or
   (2) For a subdivision of 50 or more house, 2,500 gallons of storage with a centralized water system or 5,000 gallons of storage.
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. Owner's Responsibilities
   (1) 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.
   (2) 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.
   (3) 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.
   (4) 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 Developer, to the purchaser of each and every lot in the subdivision prior to culmination of each sale.
9. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Coordinates (NAD83) and may be brought to the surface by applying the following combined scale of 0.999957186976.
10. This plat is subject to a Development Agreement, as approved by Waller County Commissioners Court on 08/23/2023.
11. PROJECT BENCHMARK: National Geodetic Survey Station No. A 1281 (PID: BL1869)
    Being a NGS disc stamped "A 1281". Benchmark location being 1.0 mile south from Magnolia, 0.1 mile southwest along Fifth Street from the crossing of Magnolia Conroe Road and the Missouri Pacific Railroad in Magnolia, Thence 0.15 mile southeast along Commerce Street, and thence 0.75 mile south along Nichols Saw Mill Road. Set at the second pole south of a line crossing the road, 322.5 feet north of a private drive leading west to a small one story white house, 226 feet south of a private drive leading east to a one story house, 46.5 feet west of the centerline of Nichols Saw Mill Road, 2 feet north of the power pole, and 1.0 foot east of the westerly right of way fence.
    ELEVATION = 231.30' NAVD88

    TEMPORARY BENCHMARK (TBM) "B":
    Being a mag nail in asphalt on the west side of former Flukinger Road, being +/- 25' northwest of the Centerline of the intersection of Flukinger Road and former Flukinger Road
    ELEVATION = 301.00' NAVD88

STATE OF TEXAS
COUNTY OF WALLER

We, D.R. HORTON-TEXAS LTD., a Texas limited partnership, acting by and through Kelli Sandell, Land Development Manager, owner of the property subdivided, in this plat of MAPLE RESERVE WATER PLANT, 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, all 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 alternation 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, 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 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 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 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 D.R. HORTON-TEXAS LTD. a Texas limited partnership, 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 D.R. HORTON-TEXAS LTD., a Texas limited liability company, has caused these presents to be signed by Kelli Sandell, authorized representative, this ____ day of _____, 20___.

D.R. HORTON-TEXAS LTD
a Texas limited liability company
By: D.R. HORTON INC.
a Delaware corporation, its agent.

By: Kelli Sandell
KELLI SANDELL
LAND DEVELOPMENT MANAGER

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Kelli Sandell, authorized representative of D.R. HORTON-TEXAS LTD., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that the same was the act of the corporation, for the purposes and and considerations expressed, and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of September, 2026

Lacy Groschke
Notary Public in and for
Montgomery County, Texas
My commission expires: 10/11/26

LACY DAWN GROSCHKE NOTARY PUBLIC STATE OF TEXAS ID 13401057-7 EXP. 10-11-2026

This is to certify that I, ANTHONY R. PEACOCK, 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 # 48473C0155F, dated 05/16/2019.

-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 #48473C0155F, DATED 05/16/2019.

Anthony R. Peacock

ANTHONY R. PEACOCK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5047



I, J. Ross McCall, P.E., County Engineer of Waller County, hereby certify that the plat of this subdivision complies with all the 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.

_____
Date

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

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., 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.

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., File No._____ of the Official Public Records of Waller County, Texas.

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

_____
DEBBIE HOLLAN
County Clerk

By: _____
Deputy

NOTES:
SAN BERNARD ELECTRIC COOPERATIVE, INC.

There is here by 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.

FIELD NOTES FOR 1.539 ACRES WATER PLANT

BEING A TRACT OF LAND CONTAINING 1.539 ACRES (67,027 SQUARE FEET) LOCATED IN THE AMBROSE POWELL SURVEY ABSTRACT NO. 239. IN WALLER COUNTY TEXAS. SAID 1.539 ACRE TRACT BEING A PORTION OF A CALLED 9 .0776 ACRE TRACT RECORDED IN THE NAME OF D.R. HORTON -- TEXAS, LTD.IN WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2415538. SAID 1.539 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AS PER GPS OBSERVATIONS.):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "MILLER SURVEY" FOUND AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF FORMER FLUKINGER ROAD (WIDTH VARIES NO DEED FOUND) AND THE NORTH R.O.W. LINE OF FLUKINGER ROAD (50 FEET WIDE AS PER WALLER COUNTY DEED RECORDS (W.C.D.R.) VOL. 252, PG. 497 AND VOL. 392, PG. 670 AND MARKING THE SOUTHEAST COMER OF SAID 93.0776 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE LINE COMMON TO SAID 93.0776 ACRE TRACT AND THE NORTHERLY R.O.W. LINES OF SAID FLUKINGER ROAD, SOUTH 86 DEGREES 0 MINUTES 34 SECONDS WEST, A DISTANCE OF 350.26 FEET TO A 5/8-INCH IRON ROD WITH CAP SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

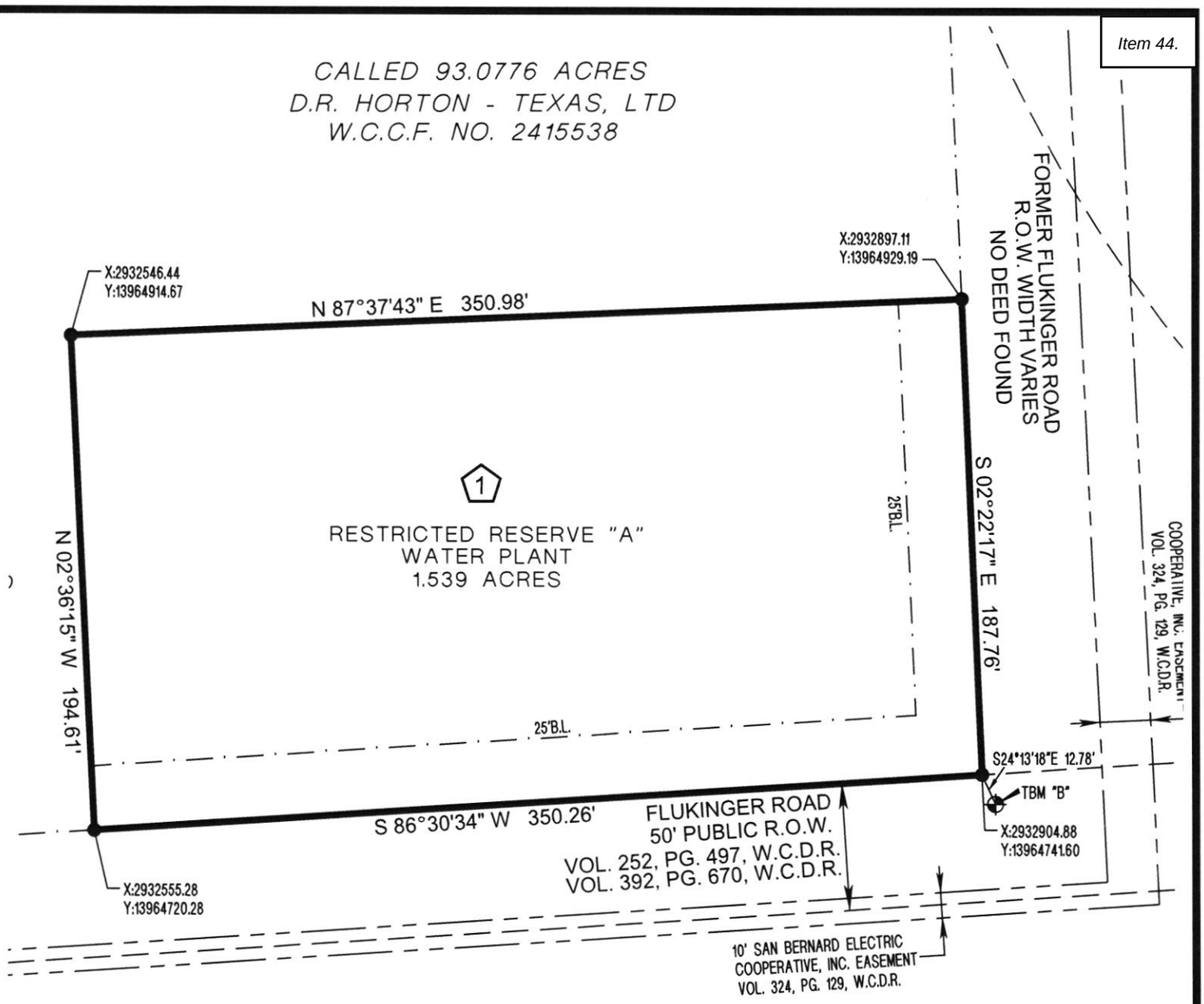
THENCE, THROUGH AND ACROSS SAID 93.0776 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 02 DEGREES 36 MINUTES 15 SECONDS WEST, A DISTANCE OF 194.61 FEET TO A 5/8-INCH IRON ROD WITH CAP SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

2. NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 350.98 FEET TO A 5/8-INCH IRON IOD WITH CAP SET FOI THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE EAST LINE OF SAID 93.0776 ACRE TRACT;

THENCE, SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 187.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.539 ACRES OF LAND.

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	1.539	67,027	WATER PLANT
	1.539	67,027	TOTAL



LEGEND:

1.) "B.L." INDICATES BUILDING LINE.
2.) "U.E." INDICATES UTILITY EASEMENT.
3.) "R.O.W." INDICATES RIGHT-OF-WAY.
4.) "P.O.B." INDICATES POINT OF BEGINNING.
5.) "FND" INDICATES FOUND.
6.) "IP" INDICATES IRON PIPE.
7.) "IR" INDICATES IRON ROD.
8.) "VOL." INDICATES VOLUME.
9.) "PG." INDICATES PAGE.
10.) "SQ. FT." INDICATES SQUARE FEET.
11.) "W.L.E." INDICATES WATER LINE EASEMENT.
12.) "SAN.S.E." INDICATES SANITARY SEWER EASEMENT.
13.) "STM.S.E." INDICATES STORM SEWER EASEMENT.
14.) "D.E." INDICATES DRAINAGE EASEMENT.
15.) "ESMT." INDICATES EASEMENT.
16.) "H.L.&P." INDICATES HOUSTON LIGHTING AND POWER.
17.) "U.V.E." INDICATES UNOBSTRUCTED VISIBILITY EASEMENT.
18.) "R." INDICATES RADIUS.
19.) "NO." INDICATES NUMBER.
20.) "O.P.R.W.C.T." INDICATES OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
21.) "W.C.T." INDICATES WALLER COUNTY, TEXAS.
22.) "C.F.N." INDICATES CLERK'S FILE NUMBER.
23.) "M.R.W.C.T." INDICATES MAP RECORDS WALLER COUNTY, TEXAS.



SCALE: 1" = 60'

0 60 120

UTILITY.

Quote

Utility Associates Inc
575 Morosgo Drive NE
Suite 1000E
Atlanta GA 30324
United States
(800) 597-4707
www.utility.com

Customer	Waller County TX Sheriff
Date	9/2/2026
Sales Quote#	136480
Expires	11/1/2026
Sales Rep	Brad Flynn
PO#	
Terms	Net 30

Bill To

Christopher Nicholson
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Ship To

Sgt Jonathon Paulk
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Item	Description	Quantity	Price Each	Amount
RIOT-H-7010150-Prime	Rocket (non-configured, shipped)	5	$2,500.00	$12,500.00
ICV-S-2	ROCKET In-Car Video Saas - 2 Years service to run coterminous with current contract through 05/31/2028	5	$2,978.00	$14,890.00
Shipping (ARM)	Shipping	1	$25.00	$25.00
Signature Line	Signature:_____			
	Name:_____			
	Date:_____			
	PO:_____			

P. O. 56540

G. L. 125-516-581700

Subtotal	$27,415.00
Discount	($2,741.50)
Subtotal	$24,673.50
Sales Tax (%)	$0.00
Total	**$24,673.50**

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to clientsuccess@utility.com

OFFICE OF THE SHERIFF WALLER COUNTY

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

SHERIFF TROY GUIDRY

Date: September 03, 2026

To: **Robert R. Schields**, Chief Deputy OK/MSJ 10-9-26
A. Turner, Administrative Captain

From: Phillip W. Lillibridge, Captain

Re: Purchase Request

This request if for 5 Rocket In Car Video Systems as well as a 2 year service agreement that will run coterminous with the current contract through 05/31/2028. The purchase can be made using Line Item 125-~~518~~516-581700.

Quantity	Description	Total Cost
5	Rocket System (non-configured) @ $2,500.00	$12,500.00
5	Rocket SAAS 2 year Service Plan @ $2,978.00	$14,890.00
	Shipping	$25.00
	Discount	$2,741.50
	Total Costs w/ shipping & discount	**$24,673.50**

Quote

Utility Associates Inc
575 Morosgo Drive NE
Suite 1000E
Atlanta GA 30324
United States
(800) 597-4707
www.utility.com

Customer	Waller County TX Sheriff
Date	10/19/2026
Sales Quote#	136601
Expires	12/18/2026
Sales Rep	Brad Flynn
PO#	
Terms	Net 30

Bill To

Christopher Nicholson
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Ship To

Sgt Jonathon Paulk
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

P. O. 566056

G. L. 125-518-581700

Item	Description	Quantity	Price Each	Amount
RIOT-H-6020114	RIoT Power cable with OBD connection- 6.6 meter	5	$72.00	$360.00
RIOT-VD-6020115	OBDII Vehicle Diagnostic Cable for Rocket- 203mm Length	5	$50.00	$250.00
RIOT-H-6020072RA	RIoT GPIO Cable- Black- 1 Meter- Right Angle Connector	5	$27.00	$135.00
RIOT-H-6020079RA	RIoT Ethernet Cable- Light Blue- 6 meters- Right Angle Connector	5	$48.00	$240.00
RIOT-H-1356	RIOT XLE Enclosure Assembly	5	$75.00	$375.00
COM-H-1343	Rocket Locker Mounting Bracket	5	$27.00	$135.00
1/4-20 x 5/8-FSC-SS	FSC1/4-20X5/8-SS	5	$0.00	$0.00
COM-H-1341	Multi Use Hardware Installation Kit	5	$25.00	$125.00
COM-H-1342	RIoT Low Voltage Wiring Kit	5	$15.00	$75.00
RIOT-H-1010100	RIoT Sharkfin Antenna- Black- 2 Cell, 4 Wifi, 1 GPS	5	$500.00	$2,500.00
MAGNETIC DOOR SWITCH-V2	Magnetic Door Switch	5	$23.00	$115.00
RIOT-H-Q151-FrontCam	ACTI Front Camera (4mm)	5	$0.00	$0.00
FRONT CAMERA MOUNTING ASSEMBLY	RIOT XLE Front Camera Mounting Assembly	5	$65.00	$325.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to clientsuccess@utility.com

Quote

Utility Associates Inc
575 Morosgo Drive NE
Suite 1000E
Atlanta GA 30324
United States
(800) 597-4707
www.utility.com

Customer	Waller County TX Sheriff
Date	10/19/2026
Sales Quote#	136601
Expires	12/18/2026
Sales Rep	Brad Flynn
PO#	
Terms	Net 30

Bill To

Christopher Nicholson
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Ship To

Sgt Jonathon Paulk
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Item	Description	Quantity	Price Each	Amount
RIOT-H-A710-A	Rear Compartment Dome Camera	5	$0.00	$0.00
RIOT-H-6020087RA	RIoT Camera Cable - Dark Blue - RJ45 to 10Pin - 6 Meters in Length	5	$60.00	$300.00
RIOT-H-8000024-KIT	UTILITY UPS for XLE Battery Back-Up	5	$0.00	$0.00

Subtotal	$4,935.00
Discount	($246.75)
Subtotal	$4,688.25
Sales Tax (%)	$0.00
Total	**$4,688.25**

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

OFFICE OF THE SHERIFF WALLER COUNTY

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

SHERIFF TROY GUIDRY

Date: 10/19/2026

To: Chief Schields OK MSJ 10.19.26

Thru:

From: Charles Marshall, VMC Director

RE: Purchase order for Utility

This is a request for purchase order for cables and cameras from utility to complete in house rockets

From 125-518-581700

.

Description	Unit Price	Quantity	Total Cost
Utility	$4688.25	1	$4688.25
Total			$4688.25

10/19/26

Quote

Utility Associates Inc
575 Morosgo Drive NE
Suite 1000E
Atlanta GA 30324
United States
(800) 597-4707
www.utility.com

Customer	Waller County TX Sheriff
Date	10/1/2026
Sales Quote#	136554
Expires	11/30/2026
Sales Rep	Brad Flynn
PO#	
Terms	Net 30

Bill To

Pct. 2 Constable's Office
Waller County TX Sheriff
27388 Field Store Rd.
Waller TX 77484
United States

Ship To

Pct. 2 Constable's Office
Waller County TX Sheriff
27388 Field Store Rd.
Waller TX 77484
United States

Item	Description	Quantity	Price Each	Amount
ICV-H/S-2	**In-car Video System with Rocket High Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 2 Years *Service to run coterminous with existing contract to expire on 05/30/2028. ***	3		$22,188.00

Subtotal	$22,188.00
Sales Tax (%)	$0.00
Total	$22,188.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

This Assignment of Tax Abatement Agreement (this "**Assignment**") is executed by and among **SRPF B/EMPIRE WEST PHASE II, L.P.**, a Texas limited partnership ("**SRPF II**"), and **SRPF B/EMPIRE WEST PHASE III, L.P.**, a Texas limited partnership **("SRPF III")** (SRPF II and SRPF III are herein collectively called **"Assignor**"), **BROOKSHIRE COMMERCE CENTER ILP, LLC**, a Delaware limited liability company ("**Assignee**"), **TESLA, INC.**, a Texas corporation ("**Tesla**"), and the **COUNTY OF WALLER, TEXAS** ("**Waller County**").

RECITALS:

A. Assignor, Tesla and Waller County heretofore entered into that certain Tax Abatement Agreement, Contract ID #250305-19, dated March 5, 2025 (the "**Tax Abatement Agreement**"), attached hereto as Exhibit 1, with respect to the property known as "Building 9", and located at 111 Empire Boulevard, Brookshire, Texas 77423 (the "**Building 9 Property**"), and the property known as "Building 10", and located at 103 Empire Boulevard, Brookshire, Texas 77423 (the "**Building 10 Property**").

B. On February 5, 2026 (the "**Effective Date**"), SRPF II heretofore transferred to Assignee all of its right, title and interest in the Building 9 Property, and SRPF III heretofore transferred to Assignee all of its right, title and interest in the Building 10 Property.

C. Assignor desires to assign and transfer all of Assignor's right, title and interest in and to the Tax Abatement Agreement to Assignee, and Assignee desires to accept all of Assignor's right title and interest in and to the Tax Abatement Agreement.

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated in their entirety.

2. **Assignment of Agreement**. As of the Effective Date, Assignor hereby assigns, transfers, sets over and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Tax Abatement Agreement. Assignor shall retain all of its right, title and interest in, and remain responsible for its obligations under the Tax Abatement Agreement prior to the Effective Date. For the avoidance of doubt, Assignor and Assignee do not assume any obligations of Tesla under the Tax Abatement Agreement, all of which shall remain the sole responsibility of Tesla.

3. **Assumption**. Assignee hereby accepts and assumes the obligations of Assignor under the Tax Abatement Agreement that may accrue and become performable, due or owing thereunder from and after the Effective Date. Notwithstanding anything herein to the contrary, Assignee does not assume, and shall have no liability for, any obligations, liabilities, claims, breaches, defaults, penalties, recapture obligations, costs, or other matters arising from, relating

to, or attributable to Assignor's failure to perform its obligations under the Tax Abatement Agreement for any period prior to the Effective Date and Assignor shall remain solely responsible for all obligations, liabilities, claims, breaches, defaults, penalties, recapture obligations, costs and other matters arising from, relating to, or attributable to Assignor's failure to perform its obligations under the Tax Abatement Agreement for any period prior to the Effective Date. Assignor agrees to indemnify and hold Assignee harmless from and against any claims, costs or liabilities (including reasonable attorneys' fees) under the Tax Abatement Agreement arising or accruing from Assignor's failure to perform its obligations thereunder prior to the Effective Date.

4. **Waller County's Consent**. Waller County hereby consents to the assignment of the Tax Abatement Agreement by Assignor to Assignee, and releases Assignor from all liability under the Tax Abatement Agreement from and after the Effective Date, except for those obligations arising or accruing from Assignor's failure to perform its obligations under the Tax Abatement Agreement prior to the Effective Date. To Waller County's knowledge, no default or unperformed obligations of Assignor exist under the Tax Abatement Agreement for any period prior to the Effective Date.

5. **Tesla's Acknowledgment**. Tesla acknowledges and consents to the assignment of the Tax Abatement Agreement by Assignor to Assignee and confirms that, notwithstanding such assignment, Tesla shall remain responsible for the performance of all obligations expressly allocated to Tesla under the Tax Abatement Agreement.

6. **Assignee's Notice Address**: Assignee's address for notice under the Tax Abatement Agreement shall be:

Brookshire Commerce Center ILP, LLC
c/o BentallGreenOak (U.S.) Limited Partnership
One California Street, Suite 1920
San Francisco, California 94111
Attention: Karen Guthrie and Molly Greubel

7. **Execution in Counterparts**. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment. To facilitate execution of this Assignment, the parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature pages, which shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

Assignor Signature Page to Assignment of Tax Abatement Agreement

ASSIGNOR:

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: _____
Name: Kyle D. Valentine
Title: Vice President

Date: September 10th, 2026

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

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

By: _____
Name: Kyle D. Valentine
Title: Vice President

Date: September 10th, 2026

Assignee Signature Page to Assignment of Tax Abatement Agreement

ASSIGNEE:

BROOKSHIRE COMMERCE CENTER ILP, LLC,
a Delaware limited liability company

By: Institutional Logistics Partners, LLC,
a California limited liability company
its Sole Member

By: BentallGreenOak (U.S.) Limited Partnership,
a Delaware limited partnership
its Manager

By: BentallGreenOak (U.S.) GP LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: Michael Chukwueke
Title: Managing Director

By: _____
Name: Matt Sargent
Title: Managing Director

Date: September 10, 2026

Tesla Signature Page to Assignment of Tax Abatement Agreement

TESLA:

TESLA INC.,
a Texas corporation

By: Mike Snyder (Sep 10, 2026 14:17:04 CDT)
Name: Michael Snyder
Title: VP, Energy & Charging

Date: September 10th, , 2026

Waller County Signature Page to Assignment of Tax Abatement Agreement

WALLER COUNTY:

COUNTY OF WALLER, TEXAS

By:_____
Name: Carbett "Trey" Duhon, III
Title:_County Judge_____

Date: _____, 2026

ATTEST:

_____
Name: Debbie Hollan
Title: County Clerk
Date: _____, 2026

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

MAR 0 5 2025
Date

ATTEST:

By: Stephanie Compains, Deputy
Debbie Hollan
Waller County Clerk

MAR 0 5 2025
Date

COMMISSIONERS COURT WALLER COUNTY, TEXAS

TESLA Inc,
a Texas corporation

Mike Snyder Feb 1, 2025 12:51 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# 250305-19

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 Snrvey, 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 Pnblic 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 fonnd 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°03'25" and a chord which bears S 70°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°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°29'59" and a chord which bears N 83°44'18" W, 149.98 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for point of tangency;

N 82°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°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°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°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°44' W, 0.59 of one foot;

N 08°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°26' W, 0.61 of one foot;

N 21°38'50" W, a distance of 225.31 feet to a 5/8-inch ion 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°38' W, 0.77 of one foot;

N 42°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°10' W, 0.64 of one foot;

N 01°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°09' W, 0.47 of one foot;

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 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°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 and interior corner of said 298.524 acre tract and the herein described tract;

THENCE, N 88°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 "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, 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

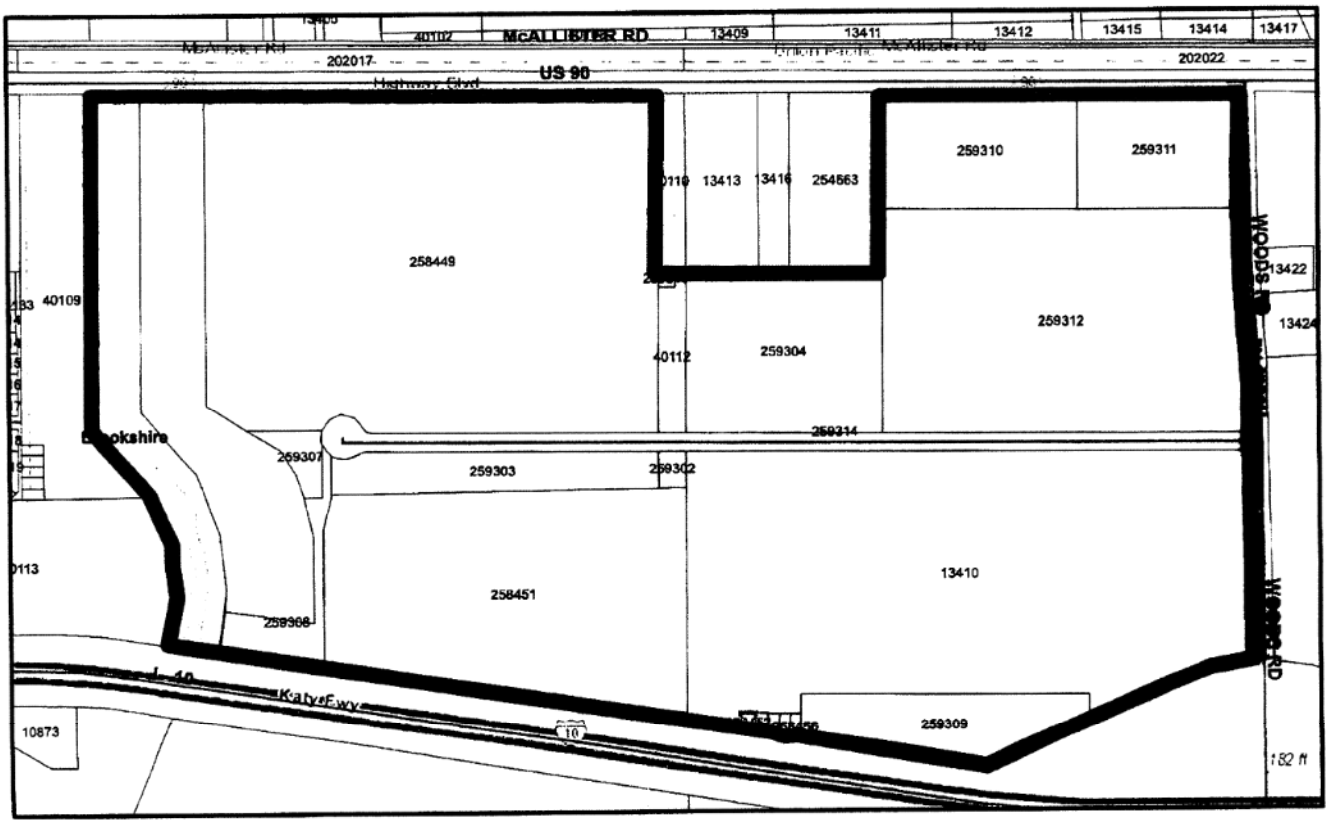
258455

258456

259302

259303

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


McALLISTER RD
US 90
202017
202022
13409
13411
13412
13415
13414
13417
13413
13416
254563
259310
259311
258449
40109
13422
259312
13424
40112
259304
259314
Brookshire
259307
259303
259302
258451
13410
259308
Katy Fwy
10
10873
259309
182 ft
Exhibit C, p. 13

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND IDV QOZB 2023, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and IDV QOZB 2023, LLC ("IDV"), a Texas limited liability company having its principal place of business at 10375 Richmond Ave., Suite 1950, Houston, Texas 77042 (each a "Party," and collectively "Parties"). IDV is the owner of taxable property located within Waller County, Texas and Waller County IDV Reinvestment Zone 17, ("Reinvestment Zone"). This Agreement is entered on October 28, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Waller County Commissioners Court ordered the designation of the Waller County IDV Reinvestment Zone 17 as authorized by Texas Tax Code Chapter 312 on June 10, 2026, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.

1.5 "Building" means the approximately 102,577 square foot facility that will be constructed by IDV on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by IDV in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 6.660-acre parcel of land having address 1115 Derby Dr., Brookshire, Texas 77423 and identified as Reserve A on Exhibit A. IDV is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 102,577 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by IDV.

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: IDV shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

3.5 Effect of Appraisal Protest: If IDV protests the certified appraised value of the Improvements, and the certified appraised value is reduced to an amount below the investment value stated in Section 4.1 as a result of the protest, then the percentage of the abatement granted herein will be proportionately adjusted downward based on the difference between the investment value stated in Section 4.1 and the new certified appraised value expressed as a percentage rounded to the nearest whole number. For example, if the specified investment value is $1,000,000.00, and a protest results in a 6.6% reduction of the property's certified appraised value to $934,000.00, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. This reduction does not apply if, as a result of a protest, the certified appraised value is reduced to an amount that is still above the investment value stated in Section 4.1. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** IDV shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: IDV shall invest, or cause to be invested, a cumulative amount of at least **SEVEN MILLION THREE HUNDRED THOUSAND DOLLARS ($7,300,000.00)** into the Project by December 31, 2028.

4.2 Real Property Improvements: IDV shall construct the Real Property Improvements described in Exhibit B by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: IDV shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: IDV shall, by the end of Year 1 of the Abatement Period, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. IDV shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: IDV shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: IDV shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. IDV, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.8. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt IDV business with such inspections.

4.7 Required Forms: IDV acknowledges its responsibility to file, as applicable, Forms 50-116, 50-141, 50-142, 50-144, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: IDV shall, before the required deadline of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: IDV agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give IDV written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) IDV shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to IDV or any third party, that IDV complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: IDV must provide the County thirty (30) days prior written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless IDV provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: IDV shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: IDV understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the Premises' Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by IDV if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of IDV, subject to applicable notice and cure period.

5.4 Default: Default occurs when a party fails to perform their obligations, subject to applicable notice and cure period, in accordance with the Agreement. It includes, but is not limited to:

a. IDV fails to make the investment specified in Section 4.1;

b. IDV fails to complete or install the Improvements substantially as identified in Exhibit B;

c. IDV fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

d. IDV becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

e. During the Abatement Period, IDV operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

f. IDV files any petition for bankruptcy;

g. Any breach of the terms or conditions of this Agreement.

IDV will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to IDV that it is in default.

5.6 Opportunity to Cure: If a default may be cured, IDV shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If IDV defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: IDV shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and IDV shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge IDV interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If IDV or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment, except as provided in Section 6.1(b) below, must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.

b. IDV may assign this Agreement without prior written consent from the County if such assignment is to any entity that IDV owns, whether directly or indirectly, is controlled by, or is under common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. IDV understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the

benefits of this Agreement. An assignee shall not be entitled to the benefits of this Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require IDV to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: IDV shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If IDV fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing IDV the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective, including publicly posting notice thirty (30) days prior to the Commissioners Court meeting where such modification, amendment, and/or addition will be considered. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: IDV recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). IDV shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. IDV recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. IDV further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, employees, and agents shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by IDV in reliance on any

statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: IDV AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL IDV INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. IDV shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements following such force majeure event at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, IDV must make a written request to the County in the manner described by Section 11.19, no later than ten (10) days following the delay caused by such force majeure event. IDV has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that IDV is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for IDV's performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on October 28, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: IDV recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. IDV agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which IDV is in violation of this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For IDV:

IDV QOZB 2023, LLC
10375 Richmond Ave.
Suite 1950
Houston, Texas 77042

With a copy to:

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

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

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

IDV QOZB 2023, LLC
a Texas limited liability company

_____ _____
By: Date
Title:

EXHIBIT A

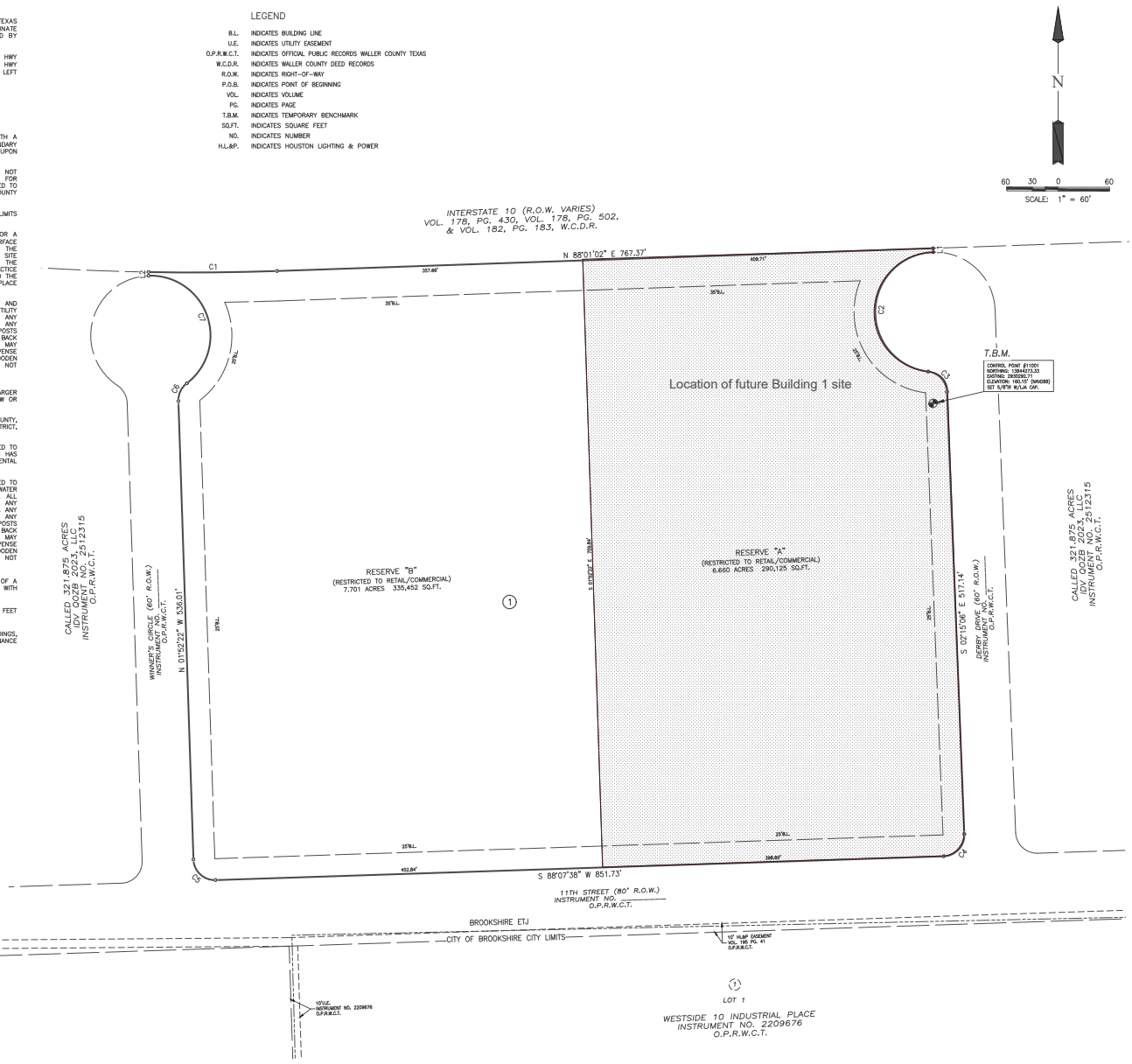
Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

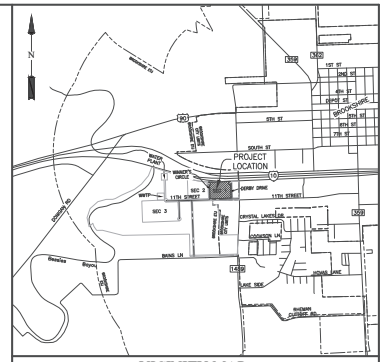
NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NAD83 TEXAS SOUTH CENTRAL ZONE 4204 (U.S. SURVEY FOOT) STATE PLANE COORDINATE SYSTEM. COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE SCALE FACTOR OF 0.99989034291
2. BENCHMARK: A DISC (STAMPED: F 768 1943) IN SOUTHEAST ABUTMENT OF HWY 90 BRIDGE. FROM THE INTERSECTION OF FM 1489 (KOOMEY ROAD) AND HWY 90 TRAVEL WESTWARD 1.2' MILES ALONG HWY 90 TO THE MARK ON THE LEFT AT BRIDGE.
3. TEMPORARY BENCHMARK: CONTROL POINT #11001
   NORTHING : 13,844,273.33
   EASTING : 2,930,292.71
   ELEVATION : 160.15' (NAVD88)
   SET 5/8"IR W/LJA CAP
4. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
5. 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.
6. THE PIPELINE EASEMENTS [OR] NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
7. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE MINERAL OWNER, GEOLOGIST OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SITUATION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY. AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.
8. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN CITY OF BROOKSHIRE ETJ, WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 69.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
13. ALL FENCING INCLUDES SIX-FOOT (6) WIDE GATES IN THE SIDE FENCES OF A REAR PROPERTY OF EACH PROPERTY. SUCH GATES MUST BE LOCKABLE WITH PAD LOCKS TO WHICH THE DISTRICT HAS A MASTER KEY.
14. NO TREES OR SHRUBBERY WITH A MATURE HEIGHT GREATER THAN THREE FEET (3') MAY BE PLANTED OR GROWN IN SUCH EASEMENTS.
15. ALL DRAINAGE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

LEGEND

B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
T.B.M.	INDICATES TEMPORARY BENCHMARK
SQ.FT.	INDICATES SQUARE FEET
NO.	INDICATES NUMBER
H.L.&P.	INDICATES HOUSTON LIGHTING & POWER





METES AND BOUNDS:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°58'58" E	4.60'
L2	N 01°52'22" W	4.34'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	2,864.79'	3°00'17"	150.23'	N 89°31'11" E	150.22'
C2	70.00'	171°11'03"	209.14'	S 02°25'31" W	139.59'
C3	25.00'	80°54'55"	35.31'	S 42°42'34" E	32.44'
C4	25.00'	90°22'44"	39.44'	S 42°56'16" W	35.47'
C5	25.00'	90°00'00"	39.27'	N 46°52'22" W	35.36'
C6	25.00'	54°37'24"	23.83'	N 25°26'20" E	22.94'
C7	70.00'	144°37'25"	176.69'	N 19°33'40" W	133.38'

PRELIMINARY PLAT
PARK 1489 SEC 1

A SUBDIVISION OF 14.361 ACRES OF LAND SITUATED IN THE _____, ABSTRACT NUMBER ____
WALLER COUNTY, TEXAS.

2 RESERVES (14.361 ACRES) 1 BLOCK

JUNE 30, 2026 JOB NO. 5454-2600-1.310

OWNER/DEVELOPER:

IDV QOZB 2023, LLC,
A TEXAS LIMITED LIABILITY COMPANY
JARRAD COULTER, MANAGER
10375 RICHMOND AVENUE, SUITE 1950, HOUSTON, TEXAS 77042
PHONE: (832) 500-5202

SURVEYOR:

LJA Surveying, Inc.
3600 W Sam Houston Parkway S, Suite 175, Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North, Suite 100, Katy, Texas 77449
Phone 713.953.5200 Fax 713.953.5026
FRN-F-1386

SHEET 2 OF 2

MYLAR CHECK: SUR. _____ PLATTING MGR. _____

Date\Time : Tue, 30 Jun 2026 - 5:00pm BY: KENYA GUNAMBO
Path\Name : I:\Projects\PLATTING\5454\PLATS\Park 1489 Sec 1.dwg

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

August 4, 2026
Job No. S001-5454-260001

DESCRIPTION OF
6.660 ACRES
PARK 1489 TRACT 1

Being 6.660 acres (290,125 square feet) of land located in the William Cooper Survey, Abstract No. 20, Waller County, Texas, more particularly being a portion of the remainder of that certain called 321.875 acre tract described in the deed to IDV QOZB 2023, LLC by an instrument of record under Instrument Number 2512315, of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.), said 6.660 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

COMMENCING at a 5/8-inch iron rod with cap stamped “LJA Survey” previously set for the northeast corner of said 321.875 acre tract and being at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (width varies) as described in Volume 178, Page 430, Volume 178, Page 502, and Volume 182, Page 183 of the Waller County Deed Records (W.C.D.R.), with the west line of FM 1489 (80’ R.O.W. - record information not found);

Thence, along the south line of said Interstate 10 common to the north line of said 321.875 acre tract South 88° 01’ 02 West, 357.52 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northeast corner of the herein described tract and being the POINT OF BEGINNING;

Thence, departing said common line and across said 321.875 acre tract, South 01° 58' 58" East, 4.60 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 209.14 feet along the arc of a non-tangent curve to the left, having a radius of 70.00 feet, a central angle of 171° 11' 03", and a chord which bears South 02° 25' 31" West, 139.59 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a reverse curve;

Thence, 35.31 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 80° 54' 55", and a chord which bears South 42° 42' 34" East, 32.44 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

Thence, South 02° 15' 06" East, 517.14 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 39.44 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 90° 22' 44", and a chord which bears South 42° 56' 16" West, 35.47 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 88° 07' 38" West, 398.89 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 01° 52' 22" West, 709.84 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set in the north line of said 321.875 acre tract common to the south line of said Interstate 10, for the northwest corner of the herein described tract;

Thence, North 88° 01' 02" East, along said common line 409.71 feet to the POINT OF BEGINNING and containing 6.660 acres or 290,125 of land.

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

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

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

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

Real Property Improvements to be completed on the Premises by IDV QOZB 2023, LLC as Building 1 at 1115 Derby Drive, Brookshire, TX 77423:

Description	**Investment**
Building – one (1) 102,577 square foot class A tilt wall industrial building to be used as an industrial warehouse or manufacturing facility	$6,553,307.00
Driveways & Parking	$746,693.00
Fencing	
Other Improvements	
Total	$7,300,000.00

EXHIBIT C

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY IDV REINVESTMENT ZONE 17 PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

WHEREAS, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

WHEREAS, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 19, 2025 governing reinvestment zones and tax abatement agreements;

WHEREAS, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

WHEREAS, the Commissioners Court desires to promote the development or redevelopment of a certain tract of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria;

WHEREAS, the Area does not include land within the taxing jurisdiction of a municipality;

WHEREAS, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notices were published and delivered, as applicable, not later than the seventh day before the public hearing;

WHEREAS, the Commissioners Court held a public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

WHEREAS, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

WHEREAS, the Commissioners Court finds that it is in the best interest of the county to designate the property described as being a tract or parcel of land containing 453.102 acres of land

in the William Cooper Survey, Abstract 20, in Waller County, Texas generally located west of FM 1489, east of Donigan Road, south of U.S. Interstate 10, and north of Bains Lane in Brookshire, Texas 77423, and consists of all or portions of the following tracts: 1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume 593, Page 767 of the Deed Records of Waller County, Texas; 277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Volume 187, Page 478 of the Deed Records of Waller County, Texas; 133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Volume 195, Page 374 of the Deed Records of Waller County, Texas; the residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 193, Page 308 of the Deed Records of Waller County, Texas; 11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Volume 182, Page 289 of the Deed Records of Waller County, Texas; and the residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 197, Page 297 of the Deed Records of Waller County, Texas, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

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

Section 1. **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on June 10, 2026, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

Section 3. **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, which is incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County IDV Reinvestment Zone Number 17.

Section 4. **Effective Date**: The reinvestment zone shall take effect upon the passage of this

Order, and shall remain in effect for a period of five years from the date of designation.

Section 5. **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

Section 6. **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation within the County, and such notice was delivered to the presiding officers of any affected taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 10th day of June, 2026.

Carbett "Trey" J. Duhon III
County Judge

John A Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No. 2

Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

EXHIBIT A

03/27/2025
453.102 ACRES
William Cooper Survey, Abstract No. 20
Brookshire, Waller County, Texas

Brown Municipal Utility District
453.102 Acres

DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas. Said 453.102 acres being comprised of all or portions of the tracts listed below; (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. Survey Foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99989034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 593, Page (Pg.) 767 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 308 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with LJA cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80’ R.O.W. - record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 468.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11’ 22”, a chord bearing and distance of South 02°21’23” East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 9.751 acres tract conveyed by deed dated December 06, 2021 to P9/GCP HOUSTON I-10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 88° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 9.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 49' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 9.751 acres to a 2 inch iron pipe found for the northwest corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 9.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 9.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 9.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the west line of a called 3.75 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 826, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 956 of the Map Records of Waller County, Texas, pass a distance of 665.22 feet a 1/2 iron rod with 2732 cap found for the southwest corner of said Meadow Wood Subdivision, same being the northwest corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southwest corner of said 4.3123 acres, same being the northwest corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 193 , O.P.R.W.C.T., and continuing along the west line of a called 4.184 acres tract Waller County Appraisal District Property ID No. 253726 (BS & LC Brown LLC, no recording information provided at time of survey, a called 7½ acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 618 of the O.P.R.W.C.T., and a called 2½ acres tract conveyed by deed dated July 16, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 913 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southwest corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor-Courtney Properties, LLC as recorded in Instrument No. 1806459 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2” iron pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2” iron pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 46' 13" West a distance of 151.58 feet along said occupied line to a 2” iron pipe for corner;

THENCE North 75° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 iron rod with RPLS 2732 cap found for corner;

THENCE South 89° 26' 06" West a distance of 244.90 feet along said occupied line to a point for corner in the east bank of Bessie’s Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 33° 14' 00" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 59' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with LJA cap;

THENCE South 47° 27' 36" West a distance of 374.75 feet continuing along the southeast line of said 277.97 acres to a 1/2 iron rod with illegible cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 933.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 iron rod with illegible cap found for corner;

THENCE South 32° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 529, Pg. 631 O.P.R.W.C.T.

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 87° 23' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 2 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Donigan Road (R.O.W. Varies - record information not found) and having State Plane Coordinate values of N: 13,841,524.913 and E: 2,921,955.806;

THENCE North 38° 11' 17" East a distance of 2540.79 feet along the southeast line of said Donigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 38° 36' 17" East a continuing along the southeast line of said Donigan Road and the west line of said 277.97 acres pass a distance of 1128.45 and 0.38 feet left a found 1/2 inch iron rod with Precision cap and pass a distance of 105.05 feet and 0.18 feet right a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 1351.36 feet to a 1/2 inch iron rod with Precision cap found for corner in the Donigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 85°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1123.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with LJA cap set for the northwest corner of the herein described tract;

THENCE in an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 53°East – 1.86 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.30 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29" East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 21°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the south R.O.W. line of said Interstate Highway 10 to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

Note: This document was prepared under 22 TAC § 138.95, partially reflects the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C, p. 008

METES & BOUNDS DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas, said 453.102 acres being comprised of all or portions of the following tracts: (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99988034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 583, Page (Pg.) 787 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 306 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 25, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80' R.O.W. – record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 488.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11' 22", a chord bearing and distance of South 02°21'23" East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 3.751 acres tract conveyed by deed dated December 06, 2021 to PB/OZF HOUSTON I–10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 89° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 3.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 44' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 3.751 acres to a 2 inch iron pipe found for the northeast corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 3.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 3.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 3.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the east line of a called 1.175 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 816, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 816 of the Map Records of Waller County, Texas, pass a distance of 660.22 feet a 1/2 inch iron rod with Precision cap found for the southeast corner of said Meadow Wood Subdivision, same being the northeast corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southeast corner of said 4.3123 acres, same being the northeast corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 153 O.P.R.W.C.T., and continuing along the west line of said called 4.548 acres tract, Waller County Appraisal District Property ID No. 257726, a total distance of 1,941.67 feet to a 5/8 inch iron rod with Lja cap set in the north R.O.W. line of Brookshire City Limits, same being the southwest corner of a called 7.8 acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 518 of the O.P.R.W.C.T., and a called 1.5 acres tract conveyed by deed dated July 15, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 813 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with Lja cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southeast corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor–Courtney Properties, LLC as recorded in Instrument No. 1806469 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2 inch pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2 inch pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 78° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 inch iron rod with RPLS 2732 cap found for corner;

THENCE South 84° 27' 36" West a distance of 313.75 feet along said occupied line to a point for corner in the east bank of Bessie's Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 39° 14' 07" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 56' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with Lja cap;

THENCE South 47° 27' 36" West a distance of 374.76 feet continuing along the southeast line of said 277.97 acres to a 1/2 inch rod with Reglite cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 833.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 inch rod with Reglite cap found for corner;

THENCE South 33° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 926, Pg. 631 O.P.R.W.C.T.;

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 83° 27' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 1 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Dunigan Road (R.O.W. Varies – record information not found) and having State Plane Coordinate values of N: 13,841,924.913 and E: 2,921,955.806;

THENCE North 39° 11' 17" East a distance of 2545.79 feet along the southeast line of said Dunigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 39° 36' 17" East a continuing along the southeast line of said Dunigan Road and the west line of said 277.97 acres pass a distance of 1128.40 and 5.00 feet a 1/2 inch iron rod with Precision cap and pass a distance of 1135.05 and 6.65 feet right from a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 2,545.79 feet to a 1/2 inch iron rod with Precision cap found for corner in the Dunigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1133.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract;

THENCE to an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°East – 1.06 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.36 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29 East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 31°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the common R.O.W. line of said Interstate Highway 10 to the PLACE OF BEGINNING of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

LEGEND:

FND	FOUND
IR	IRON ROD
IP	IRON PIPE
PG.	PAGE
MON	MONUMENT
NO.	NUMBER
VOL.	VOLUME
P.O.B.	PLACE OF BEGINNING
W.C.A.D.	WALLER COUNTY APPRAISAL DISTRICT
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
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS

Scale 1" = 300'

VICINITY MAP
NOT TO SCALE

DETAIL A

SEE DETAIL A

P.O.B.
N: 13,844,466.789
E: 2,930,649.956
SET 5/8"IR W/LJA CAP

453.102 ACRES
19,737,102 SQ. FT.

INTERSTATE 10
(R.O.W. VARIES)
VOL. 178, PG. 502–W.C.D.R.

DUNIGAN RD. (OVERPASS)

DUNIGAN ROAD

BESSIES BAYOU

BAINS LANE

F.M. 1489
(80' R.O.W.)

CITY OF BROOKSHIRE CITY LIMITS

ETJ
SEE NOTE 3

DEED LINE 277.97 AC

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	18.59'	5,625.68'	0°11'22"	S02° 21' 23"E	18.59'

Line Table

Line #	Direction	Length
L1	S01° 49' 58"E	183.05'
L2	N88° 22' 36"E	227.66'
L3	S01° 37' 36"E	233.45'
L4	N87° 39' 51"E	17.96'
L5	S88° 46' 13"W	151.58'
L6	S89° 26' 06"W	244.90'
L7	N44° 36' 55"W	44.14'
L8	N33° 14' 00"W	161.21'
L9	N19° 52' 10"W	147.10'
L10	S46° 59' 00"W	244.04'
L11	N15° 06' 32"W	126.53'
L12	S87° 23' 37"W	269.43'
L13	S46° 01' 50"E	15.04'
L14	N89° 57' 07"E	215.05'

NOTE:

1. This document was prepared under 22 TAC § 138.95, partially reflects the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."
2. Bearings and coordinates shown hereon are based on NAD83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System.
3. Source of Brookshire City Limits and ETJ https://brookshire.ljamaps.com/

L. SCOT LOWE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT OF WALLER COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 27th DAY OF MARCH, 2025.

SCOT LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5007

STATE OF TEXAS
REGISTERED
SCOT LOWE
5007
PROFESSIONAL LAND SURVEYOR

BOUNDARY OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT
453.102 ACRES
WILLIAM COOPER SURVEY, A-20
WALLER COUNTY, TEXAS

MARCH 27, 2025 JOB NO. S001-5454-2401.101

LJA SURVEYING, INC.
2011 E. Broadway Street
Suite 130
Pearland, Texas 77581
Phone [illegible]
TBPELS Firm [illegible]

S:\Sectors\Survey\Projects\LA45001\5454\2401\101 MUD\06 CAD\S001-5454-2401.101 MUD.dwg 3/27/2025

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND IDV QOZB 2023, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and IDV QOZB 2023, LLC ("IDV"), a Texas limited liability company having its principal place of business at 10375 Richmond Ave., Suite 1950, Houston, Texas 77042 (each a "Party," and collectively "Parties"). IDV is the owner of taxable property located within Waller County, Texas and Waller County IDV Reinvestment Zone 17, ("Reinvestment Zone"). This Agreement is entered on October 28, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Waller County Commissioners Court ordered the designation of the Waller County IDV Reinvestment Zone 17 as authorized by Texas Tax Code Chapter 312 on June 10, 2026, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.

1.5 "Building" means the approximately 126,477 square foot facility that will be constructed by IDV on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by IDV in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 7.701-acre parcel of land having address 1214 Winner's Circle, Brookshire, Texas 77423, identified as Reserve B and legally described on Exhibit A. IDV is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 126,477 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by IDV.

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: IDV shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

3.5 Effect of Appraisal Protest: If IDV protests the certified appraised value of the Improvements, and the certified appraised value is reduced to an amount below the investment value stated in Section 4.1 as a result of the protest, then the percentage of the abatement granted herein will be proportionately adjusted downward based on the difference between the investment value stated in Section 4.1 and the new certified appraised value expressed as a percentage rounded to the nearest whole number. For example, if the specified investment value is $1,000,000.00, and a protest results in a 6.6% reduction of the property's certified appraised value to $934,000.00, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. This reduction does not apply if, as a result of a protest, the certified appraised value is reduced to an amount that is still above the investment value stated in Section 4.1. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** IDV shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: IDV shall invest, or cause to be invested, a cumulative amount of at least **EIGHT MILLION DOLLARS ($8,000,000.00)** into the Project by December 31, 2028.

4.2 Real Property Improvements: IDV shall construct the Real Property Improvements described in Exhibit B by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: IDV shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: IDV shall, by the end of Year 1 of the Abatement Period, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. IDV shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: IDV shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: IDV shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. IDV, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt IDV business with such inspections.

4.7 Required Forms: IDV acknowledges its responsibility to file, as applicable, Forms 50-116, 50-141, 50-142, 50-144, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: IDV shall, before the required deadline of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: IDV agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give IDV written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) IDV shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to IDV or any third party, that IDV complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: IDV must provide the County thirty (30) days prior written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless IDV provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: IDV shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: IDV understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by IDV if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. IDV fails to make the investment specified in Section 4.1;

b. IDV fails to complete or install the Improvements substantially as identified in Exhibit B;

c. IDV fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

d. IDV becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

e. During the Abatement Period, IDV operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

f. IDV files any petition for bankruptcy;

g. Any breach of the terms or conditions of this Agreement.

IDV will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to IDV that it is in default.

5.6 Opportunity to Cure: If a default may be cured, IDV shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If IDV defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: IDV shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and IDV shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge IDV interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If IDV or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.

b. IDV may assign this Agreement without prior written consent from the County if such assignment is to any entity that IDV owns, whether directly or indirectly, is controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. IDV understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require IDV to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: IDV shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If IDV fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing IDV the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective, including publicly posting notice thirty (30) days prior to the Commissioners Court meeting where such modification, amendment, and/or addition will be considered. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: IDV recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). IDV shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. IDV recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. IDV further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, employees, and agents shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by IDV in reliance on any

statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: IDV AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL IDV INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. IDV shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, IDV must make a written request to the County in the manner described by Section 11.19, no later than ten (10) days following the delay caused by such force majeure event. IDV has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that IDV is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for IDV's performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on October 28, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: IDV recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. IDV agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which IDV is in violation of this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For IDV:

IDV QOZB 2023, LLC
10375 Richmond Ave.
Suite 1950
Houston, Texas 77042

With a copy to:

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

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

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

IDV QOZB 2023, LLC
a Texas limited liability company

_____ _____
By: Date
Title:

EXHIBIT A

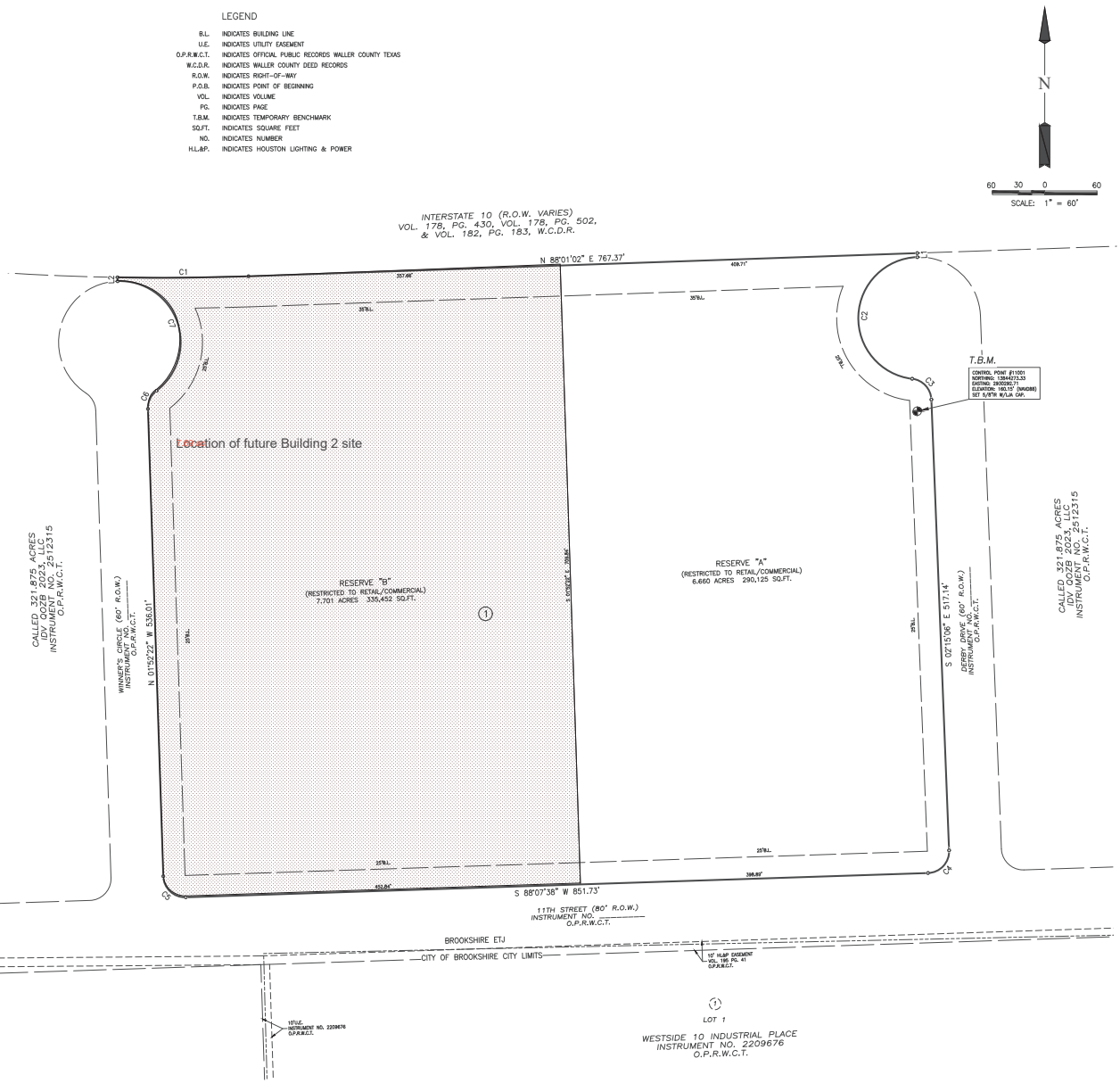
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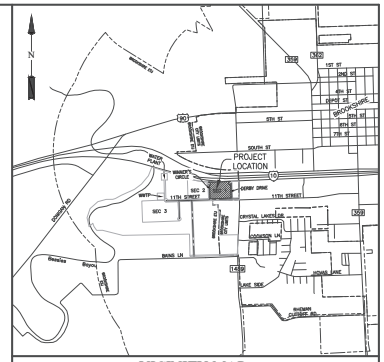
NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NAD83 TEXAS SOUTH CENTRAL ZONE 4204 (U.S. SURVEY FOOT) STATE PLANE COORDINATE SYSTEM. COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE SCALE FACTOR OF 0.99989034291
2. BENCHMARK: A DISC (STAMPED: F 768 1943) IN SOUTHEAST ABUTMENT OF HWY 90 BRIDGE. FROM THE INTERSECTION OF FM 1489 (KOOMEY ROAD) AND HWY 90 TRAVEL WESTWARD 1.2' MILES ALONG HWY 90 TO THE MARK ON THE LEFT AT BRIDGE.
3. TEMPORARY BENCHMARK: CONTROL POINT #11001
   NORTHING : 13,844,273.33
   EASTING : 2,930,292.71
   ELEVATION : 160.15' (NAVD88)
   SET 5/8"IR W/LJA CAP
4. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
5. 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.
6. THE PIPELINE EASEMENTS [OR] NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
7. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE MINERAL OWNER, GEOLOGIST OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY. AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.
8. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN CITY OF BROOKSHIRE ETJ, WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 69.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
13. ALL FENCING INCLUDES SIX-FOOT (6) WIDE GATES IN THE SIDE FENCES OF A REAR PROPERTY OF EACH PROPERTY. SUCH GATES MUST BE LOCKABLE WITH PAD LOCKS TO WHICH THE DISTRICT HAS A MASTER KEY.
14. NO TREES OR SHRUBBERY WITH A MATURE HEIGHT GREATER THAN THREE FEET (3') MAY BE PLANTED OR GROWN IN SUCH EASEMENTS.
15. ALL DRAINAGE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

LEGEND

B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
T.B.M.	INDICATES TEMPORARY BENCHMARK
SQ.FT.	INDICATES SQUARE FEET
NO.	INDICATES NUMBER
H.L.&P.	INDICATES HOUSTON LIGHTING & POWER





KEY MAP NO. 481C

METES AND BOUNDS:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°58'58" E	4.60'
L2	N 01°52'22" W	4.34'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	2,864.79'	3°00'17"	150.23'	N 89°31'11" E	150.22'
C2	70.00'	171°11'03"	209.14'	S 02°25'31" W	139.59'
C3	25.00'	80°54'55"	35.31'	S 42°42'34" E	32.44'
C4	25.00'	90°22'44"	39.44'	S 42°56'16" W	35.47'
C5	25.00'	90°00'00"	39.27'	N 46°52'22" W	35.36'
C6	25.00'	54°37'24"	23.83'	N 25°26'20" E	22.94'
C7	70.00'	144°37'25"	176.69'	N 19°33'40" W	133.38'

PRELIMINARY PLAT
PARK 1489 SEC 1

A SUBDIVISION OF 14.361 ACRES OF LAND SITUATED IN THE _____, ABSTRACT NUMBER ____
WALLER COUNTY, TEXAS.

2 RESERVES (14.361 ACRES) 1 BLOCK

JUNE 30, 2026 JOB NO. 5454-2600-1.310

OWNER/DEVELOPER:

IDV QOZB 2023, LLC,
A TEXAS LIMITED LIABILITY COMPANY
JARRAD COULTER, MANAGER
10375 RICHMOND AVENUE, SUITE 1950, HOUSTON, TEXAS 77042
PHONE: (832) 500-5202

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

SHEET 2 OF 2

MYLAR CHECK: SUR. _____ PLATTING MGR. _____

Date\Time : Tue, 30 Jun 2026 - 5:00pm BY: KENYA GUMMEDI
Path\Name : I:\Projects\PLATTING\5454\PLATS\Park 1489 Sec 1.dwg

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

August 4, 2026
Job No. S001-5454-26002

DESCRIPTION OF
7.701 ACRES
PARK 1489 TRACT 2

Being 7.701 acres (335,452 square feet) of land located in the William Cooper Survey, Abstract No. 20, Waller County, Texas, more particularly being a portion of the remainder of that certain called 321.875 acre tract described in the deed to IDV QOZB 2023, LLC by an instrument of record under Instrument Number 2512315, of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.), said 7.701 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

COMMENCING at a 5/8 inch iron rod with LJA cap previously set for the northeast corner of said 321.875 acres and being at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (width varies) as described in Volume 178, Page 430, Volume 178, Page 502, and Volume 182, Page 183 of the Waller County Deed Records (W.C.D.R.), with the west line of FM 1489 (80’ R.O.W. - record information not found);

Thence, along the south line of said Interstate 10 common to the north line of said 321.875 acre tract South 88° 01’ 02 West, 767.23 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northeast corner of the herein described tract and being the POINT OF BEGINNING;

Thence, departing said common line and across said 321.875 acre tract, South 01° 52' 22" East, 709.84 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 88° 07' 38" West, 452.84 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 90° 00' 00", and a chord which bears North 46° 52' 22" West, 35.36 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 01° 52' 22" West, 536.01 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

Thence, 23.83 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 54° 37' 24", and a chord which bears North 25° 26' 20" East, 22.94 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a reverse curve;

Thence, 176.69 feet along the arc of a tangent curve to the left, having a radius of 70.00 feet, a central angle of 144° 37' 25", and a chord which bears North 19° 33' 40" West, 133.38 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 01° 52' 22" West, 4.34 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northwest corner of the herein described tract, in the north line of the aforementioned 321.875 acre tract common to the south line of said Interstate 10, for the beginning of a curve;

Thence, along said common line, 150.23 feet along the arc of a non-tangent curve to the left, having a radius of 2,864.79 feet, a central angle of 03° 00' 17", and a chord which bears North 89° 31' 11" East, 150.22 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner from which a concrete TxDOT monument was found bearing South 21° 33’ 21” East – 0.49 feet;

Thence, North 88° 01' 02" East, 357.66 feet continuing along said common line to the POINT OF BEGINNING and containing 7.701 acres or 335,452 square feet of land.

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

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

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

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

Real Property Improvements to be completed on the Premises by IDV QOZB 2023, LLC as Building 2 at 1214 Winner's Circle, Brookshire, TX 77423:

Description	**Investment**
Building – one (1) 126,477 square foot class A tilt wall industrial building to be used as an industrial warehouse or manufacturing facility	$7,138,253.00
Driveways & Parking	$861,747.00
Fencing	
Other Improvements	
Total	$8,000,000.00

EXHIBIT C

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY IDV REINVESTMENT ZONE 17 PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

WHEREAS, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

WHEREAS, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 19, 2025 governing reinvestment zones and tax abatement agreements;

WHEREAS, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

WHEREAS, the Commissioners Court desires to promote the development or redevelopment of a certain tract of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria;

WHEREAS, the Area does not include land within the taxing jurisdiction of a municipality;

WHEREAS, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notices were published and delivered, as applicable, not later than the seventh day before the public hearing;

WHEREAS, the Commissioners Court held a public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

WHEREAS, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

WHEREAS, the Commissioners Court finds that it is in the best interest of the county to designate the property described as being a tract or parcel of land containing 453.102 acres of land

in the William Cooper Survey, Abstract 20, in Waller County, Texas generally located west of FM 1489, east of Donigan Road, south of U.S. Interstate 10, and north of Bains Lane in Brookshire, Texas 77423, and consists of all or portions of the following tracts: 1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume 593, Page 767 of the Deed Records of Waller County, Texas; 277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Volume 187, Page 478 of the Deed Records of Waller County, Texas; 133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Volume 195, Page 374 of the Deed Records of Waller County, Texas; the residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 193, Page 308 of the Deed Records of Waller County, Texas; 11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Volume 182, Page 289 of the Deed Records of Waller County, Texas; and the residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 197, Page 297 of the Deed Records of Waller County, Texas, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

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

Section 1. **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on June 10, 2026, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

Section 3. **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, which is incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County IDV Reinvestment Zone Number 17.

Section 4. **Effective Date**: The reinvestment zone shall take effect upon the passage of this

Order, and shall remain in effect for a period of five years from the date of designation.

Section 5. **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

Section 6. **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation within the County, and such notice was delivered to the presiding officers of any affected taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 10th day of June, 2026.

Carbett "Trey" J. Duhon III
County Judge

John A Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No. 2

Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

EXHIBIT A

03/27/2025
453.102 ACRES
William Cooper Survey, Abstract No. 20
Brookshire, Waller County, Texas

Brown Municipal Utility District
453.102 Acres

DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas. Said 453.102 acres being comprised of all or portions of the tracts listed below; (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. Survey Foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99989034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 593, Page (Pg.) 767 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 308 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with LJA cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80’ R.O.W. - record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 468.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11’ 22”, a chord bearing and distance of South 02°21’23” East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 9.751 acres tract conveyed by deed dated December 06, 2021 to P9/GCP HOUSTON I-10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 88° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 9.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 49' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 9.751 acres to a 2 inch iron pipe found for the northwest corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 9.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 9.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 9.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the west line of a called 3.75 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 826, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 956 of the Map Records of Waller County, Texas, pass a distance of 665.22 feet a 1/2 iron rod with 2732 cap found for the southwest corner of said Meadow Wood Subdivision, same being the northwest corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southwest corner of said 4.3123 acres, same being the northwest corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 193 , O.P.R.W.C.T., and continuing along the west line of a called 4.184 acres tract Waller County Appraisal District Property ID No. 253726 (BS & LC Brown LLC, no recording information provided at time of survey, a called 7½ acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 618 of the O.P.R.W.C.T., and a called 2½ acres tract conveyed by deed dated July 16, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 913 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southwest corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor-Courtney Properties, LLC as recorded in Instrument No. 1806459 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2” iron pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2” iron pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 46' 13" West a distance of 151.58 feet along said occupied line to a 2” iron pipe for corner;

THENCE North 75° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 iron rod with RPLS 2732 cap found for corner;

THENCE South 89° 26' 06" West a distance of 244.90 feet along said occupied line to a point for corner in the east bank of Bessie’s Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 33° 14' 00" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 59' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with LJA cap;

THENCE South 47° 27' 36" West a distance of 374.75 feet continuing along the southeast line of said 277.97 acres to a 1/2 iron rod with illegible cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 933.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 iron rod with illegible cap found for corner;

THENCE South 32° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 529, Pg. 631 O.P.R.W.C.T.

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 87° 23' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 2 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Donigan Road (R.O.W. Varies - record information not found) and having State Plane Coordinate values of N: 13,841,524.913 and E: 2,921,955.806;

THENCE North 38° 11' 17" East a distance of 2540.79 feet along the southeast line of said Donigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 38° 36' 17" East a continuing along the southeast line of said Donigan Road and the west line of said 277.97 acres pass a distance of 1128.45 and 0.38 feet left a found 1/2 inch iron rod with Precision cap and pass a distance of 105.05 feet and 0.18 feet right a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 1351.36 feet to a 1/2 inch iron rod with Precision cap found for corner in the Donigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 85°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1123.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with LJA cap set for the northwest corner of the herein described tract;

THENCE in an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 53°East – 1.86 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.30 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29" East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 21°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the south R.O.W. line of said Interstate Highway 10 to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

Note: This document was prepared under 22 TAC § 138.95, partially reflects the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C, p. 008

METES & BOUNDS DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas, said 453.102 acres being comprised of all or portions of the following tracts: (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99988034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 583, Page (Pg.) 787 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 306 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 25, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80' R.O.W. – record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 488.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11' 22", a chord bearing and distance of South 02°21'23" East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 3.751 acres tract conveyed by deed dated December 06, 2021 to PB/OZF HOUSTON I–10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 89° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 3.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 44' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 3.751 acres to a 2 inch iron pipe found for the northeast corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 3.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 3.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 3.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the east line of a called 1.175 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 816, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 816 of the Map Records of Waller County, Texas, pass a distance of 660.22 feet a 1/2 inch iron rod with Precision cap found for the southeast corner of said Meadow Wood Subdivision, same being the northeast corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southeast corner of said 4.3123 acres, same being the northeast corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 153 O.P.R.W.C.T., and continuing along the west line of said called 4.548 acres tract, Waller County Appraisal District Property ID No. 257726, a total distance of 1,941.67 feet to a 5/8 inch iron rod with Lja cap set in the north R.O.W. line of Brookshire City Limits, same being the southwest corner of a called 7.8 acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 518 of the O.P.R.W.C.T., and a called 1.5 acres tract conveyed by deed dated July 15, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 813 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with Lja cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southeast corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor–Courtney Properties, LLC as recorded in Instrument No. 1806469 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2 inch pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2 inch pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 78° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 inch iron rod with RPLS 2732 cap found for corner;

THENCE South 84° 27' 36" West a distance of 313.75 feet along said occupied line to a point for corner in the east bank of Bessie's Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 39° 14' 07" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 56' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with Lja cap;

THENCE South 47° 27' 36" West a distance of 374.76 feet continuing along the southeast line of said 277.97 acres to a 1/2 inch rod with Reglite cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 833.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 inch rod with Reglite cap found for corner;

THENCE South 33° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 926, Pg. 631 O.P.R.W.C.T.;

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 83° 27' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 1 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Dunigan Road (R.O.W. Varies – record information not found) and having State Plane Coordinate values of N: 13,841,924.913 and E: 2,921,955.806;

THENCE North 39° 11' 17" East a distance of 2545.79 feet along the southeast line of said Dunigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 39° 36' 17" East a continuing along the southeast line of said Dunigan Road and the west line of said 277.97 acres pass a distance of 1128.40 and 5.00 feet a 1/2 inch iron rod with Precision cap and pass a distance of 1135.05 and 6.65 feet right from a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 2,545.79 feet to a 1/2 inch iron rod with Precision cap found for corner in the Dunigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1133.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract;

THENCE to an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°East – 1.06 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.36 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29 East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 31°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the common R.O.W. line of said Interstate Highway 10 to the PLACE OF BEGINNING of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

LEGEND:

FND	FOUND
IR	IRON ROD
IP	IRON PIPE
PG.	PAGE
MON	MONUMENT
NO.	NUMBER
VOL.	VOLUME
P.O.B.	PLACE OF BEGINNING
W.C.A.D.	WALLER COUNTY APPRAISAL DISTRICT
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
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS

Scale 1" = 300'

VICINITY MAP
NOT TO SCALE

DETAIL A

SEE DETAIL A

P.O.B.
N: 13,844,466.789
E: 2,930,649.956
SET 5/8"IR W/LJA CAP

453.102 ACRES
19,737,102 SQ. FT.

INTERSTATE 10
(R.O.W. VARIES)
VOL. 178, PG. 502–W.C.D.R.

DUNIGAN RD. (OVERPASS)

DUNIGAN ROAD

BESSIES BAYOU

BAINS LANE

F.M. 1489
(80' R.O.W.)

CITY OF BROOKSHIRE CITY LIMITS

ETJ
SEE NOTE 3

DEED LINE 277.97 AC

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	18.59'	5,625.68'	0°11'22"	S02° 21' 23"E	18.59'

Line Table

Line #	Direction	Length
L1	S01° 49' 58"E	183.05'
L2	N88° 22' 36"E	227.66'
L3	S01° 37' 36"E	233.45'
L4	N87° 39' 51"E	17.96'
L5	S88° 46' 13"W	151.58'
L6	S89° 26' 06"W	244.90'
L7	N44° 36' 55"W	44.14'
L8	N33° 14' 00"W	161.21'
L9	N19° 52' 10"W	147.10'
L10	S46° 59' 00"W	244.04'
L11	N15° 06' 32"W	126.53'
L12	S87° 23' 37"W	269.43'
L13	S46° 01' 50"E	15.04'
L14	N89° 57' 07"E	215.05'

NOTE:

1. This document was prepared under 22 TAC § 138.95, partially reflects the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."
2. Bearings and coordinates shown hereon are based on NAD83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System.
3. Source of Brookshire City Limits and ETJ https://brookshire.ljamaps.com/

L. SCOT LOWE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT OF WALLER COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 27th DAY OF MARCH, 2025.

SCOT LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5007

STATE OF TEXAS
REGISTERED
SCOT LOWE
5007
PROFESSIONAL LAND SURVEYOR

BOUNDARY OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT
453.102 ACRES
WILLIAM COOPER SURVEY, A-20
WALLER COUNTY, TEXAS

MARCH 27, 2025 JOB NO. S001-5454-2401.101

LJA SURVEYING, INC.
2011 E. Broadway Street
Suite 130
Pearland, Texas 77581
Phone [illegible]
TBPELS Firm [illegible]

S:\Sectors\Survey\Projects\LA45001\5454\2401\101 MUD\06 CAD\S001-5454-2401.101 MUD.dwg 3/27/2025

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND IDV QOZB 2023, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and IDV QOZB 2023, LLC ("IDV"), a Texas limited liability company having its principal place of business at 10375 Richmond Ave., Suite 1950, Houston, Texas 77042 (each a "Party," and collectively "Parties"). IDV is the owner of taxable property located within Waller County, Texas and Waller County IDV Reinvestment Zone 17, ("Reinvestment Zone"). This Agreement is entered on October 28, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Waller County Commissioners Court ordered the designation of the Waller County IDV Reinvestment Zone 17 as authorized by Texas Tax Code Chapter 312 on June 10, 2026, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.

1.5 "Building" means the approximately 283,153 square foot facility that will be constructed by IDV on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by IDV in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 15.486-acre parcel of land having address 5276 11th Street, Brookshire, Texas 77423, identified as Reserve B and the "Location of future Building 3 site," and legally described on Exhibit A. IDV is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 283,153 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by IDV.

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: IDV shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

3.5 Effect of Appraisal Protest: If IDV protests the certified appraised value of the Improvements, and the certified appraised value is reduced to an amount below the investment value stated in Section 4.1 as a result of the protest, then the percentage of the abatement granted herein will be proportionately adjusted downward based on the difference between the investment value stated in Section 4.1 and the new certified appraised value expressed as a percentage rounded to the nearest whole number. For example, if the specified investment value is $1,000,000.00, and a protest results in a 6.6% reduction of the property's certified appraised value to $934,000.00, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. This reduction does not apply if, as a result of a protest, the certified appraised value is reduced to an amount that is still above the investment value stated in Section 4.1. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** IDV shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: IDV shall invest, or cause to be invested, a cumulative amount of at least **SIXTEEN MILLION TWO HUNDRED THOUSAND DOLLARS ($16,200,000.00)** into the Project by December 31, 2028.

4.2 Real Property Improvements: IDV shall construct the Real Property Improvements described in Exhibit B by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: IDV shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: IDV shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. IDV shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: IDV shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: IDV shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. IDV, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt IDV business with such inspections.

4.7 Required Forms: IDV acknowledges its responsibility to file, as applicable, Forms 50-116, 50-141, 50-142, 50-144, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: IDV shall, before the required deadline of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: IDV agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give IDV written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) IDV shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to IDV or any third party, that IDV complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: IDV must provide the County thirty (30) days prior written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless IDV provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: IDV shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: IDV understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by IDV if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. IDV fails to make the investment specified in Section 4.1;

b. IDV fails to complete or install the Improvements substantially as identified in Exhibit B;

c. IDV fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

d. IDV becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

e. During the Abatement Period, IDV operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

f. IDV files any petition for bankruptcy;

g. Any breach of the terms or conditions of this Agreement.

IDV will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to IDV that it is in default.

5.6 Opportunity to Cure: If a default may be cured, IDV shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If IDV defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: IDV shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and IDV shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge IDV interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If IDV or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.

b. IDV may assign this Agreement without prior written consent from the County if such assignment is to any entity that IDV owns, whether directly or indirectly, is controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. IDV understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require IDV to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: IDV shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If IDV fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing IDV the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective, including publicly posting notice thirty (30) days prior to the Commissioners Court meeting where such modification, amendment, and/or addition will be considered. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: IDV recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). IDV shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. IDV recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. IDV further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, employees, and agents shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by IDV in reliance on any

statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: IDV AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL IDV INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. IDV shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, IDV must make a written request to the County in the manner described by Section 11.19, no later than ten (10) days following the delay caused by such force majeure event. IDV has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that IDV is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for IDV's performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on October 28, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: IDV recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. IDV agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which IDV is in violation of this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For IDV:

IDV QOZB 2023, LLC
10375 Richmond Ave.
Suite 1950
Houston, Texas 77042

With a copy to:

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

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

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

IDV QOZB 2023, LLC
a Texas limited liability company

_____ _____
By: Date
Title:

EXHIBIT A

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

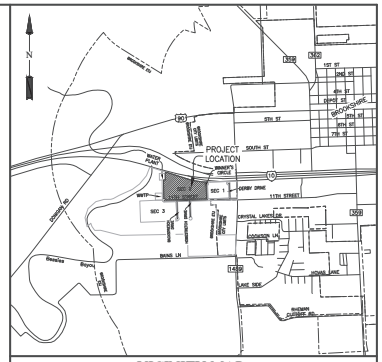
RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	22.473	978,911	RESTRICTED TO RETAIL / COMMERCIAL
B	15.486	674,569	RESTRICTED TO RETAIL / COMMERCIAL
TOTAL	37.959	1,653,480	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°52'22" E	4.34'
L2	N 88°59'42" E	77.81'
L3	N 17°34'00" E	62.07'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	2,864.79'	16°32'41"	827.23'	S 80°42'20" E	824.36'
C2	70.00'	144°37'24"	176.69'	S 15°48'56" W	133.38'
C3	25.00'	54°37'24"	23.83'	S 29°11'04" E	22.94'
C4	25.00'	90°00'00"	39.27'	S 43°07'38" W	35.36'
C5	1,200.00'	0°33'35"	11.73'	S 88°24'26" W	11.73'
C6	25.00'	68°22'54"	29.84'	N 57°07'19" W	28.10'
C7	70.00'	77°04'53"	94.17'	N 61°28'19" W	87.23'

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NAD83 TEXAS SOUTH CENTRAL ZONE 4204 (U.S. SURVEY FOOT) STATE PLANE COORDINATE SYSTEM. COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE SCALE FACTOR OF 0.99989034291
2. BENCHMARK: A DISC (STAMPED: F 768 1943) IN SOUTHEAST ABUTMENT OF HWY 90 BRIDGE. FROM THE INTERSECTION OF FM 1489 (KOOMEY ROAD) AND HWY 90 TRAVEL WESTWARD 1.2' MILES ALONG HWY 90 TO THE MARK ON THE LEFT AT BRIDGE.
3. TEMPORARY BENCHMARK: CONTROL POINT #11001
   NORTHING : 13,844,273.33
   EASTING : 2,930,292.71
   ELEVATION : 160.15' (NAVD88)
   SET 5/8"ⓇR W/LJA CAP
4. ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48473C0350E, DATED FEBRUARY 18, 2009 THE TRACT HEREBY SURVEYED LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ZONE "AE" (AREA WITH BASE FLOOD ELEVATION DETERMINED (BFE=122') AND FLOODWAY AREAS IN ZONE "AE" (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.
7. THE PIPELINE EASEMENTS [OR] NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
8. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE MINERAL OWNER, GEOLOGIST OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY. AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.
9. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
10. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION. A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
11. PROPERTY LIES WITHIN CITY OF BROOKSHIRE ETJ, WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 69.
12. 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.
13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
14. ALL FENCING INCLUDES SIX-FOOT (6) WIDE GATES IN THE SIDE FENCES OF A REAR PROPERTY OF EACH PROPERTY. SUCH GATES MUST BE LOCKABLE WITH PAD LOCKS TO WHICH THE DISTRICT HAS A MASTER KEY.
15. NO TREES OR SHRUBBERY WITH A MATURE HEIGHT GREATER THAN THREE FEET (3') MAY BE PLANTED OR GROWN IN SUCH EASEMENTS.
16. ALL DRAINAGE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.



VICINITY MAP
SCALE: 1" = 2500'

KEY MAP NO. 481B&C

METES AND BOUNDS:

BEING 37.959 ACRES (1,653,478 SQUARE FEET) OF LAND LOCATED IN THE WILLIAM COOPER SURVEY, ABSTRACT NO. 20, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 321.875 ACRE TRACT DESCRIBED IN THE DEED TO IDV QOZB 2023, LLC BY AN INSTRUMENT OF RECORD UNDER INSTRUMENT NUMBER 2512315, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.), SAID 37.959 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR THE NORTHWEST CORNER OF SAID 321.875 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 146.401 ACRE TRACT DESCRIBED IN THE DEED TO IDV QOZB 2021, LLC BY AN INSTRUMENT OF RECORD UNDER INSTRUMENT NUMBER 2512311, O.P.R.W.C.T., SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10 (WIDTH VARIES) AS DESCRIBED IN VOLUME 178, PAGE 430, VOLUME 178, PAGE 502, AND VOLUME 182, PAGE 183 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.), FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR A COMMON ANGLE POINT ON THE WEST LINE OF SAID 321.875 ACRE TRACT, COMMON TO THE EAST LINE OF SAID 146.401 ACRE TRACT BEARS, SOUTH 21° 24' 14" WEST, 398.00 FEET;

THENCE, SOUTH 73° 26' 00" EAST, 706.51 FEET ALONG THE NORTH LINE OF SAID 321.875 ACRE TRACT COMMON TO THE SOUTH LINE OF SAID INTERSTATE TO TO THE POINT OF BEGINNING;

THENCE, SOUTH 73° 26' 00" EAST, 983.66 FEET ALONG SAID COMMON LINE TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, CONTINUING ALONG SAID COMMON LINE 827.23 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 16° 32' 41", AND A CHORD WHICH BEARS SOUTH 80° 42' 20" EAST, 824.36 FEET TO A POINT FOR CORNER;

METES AND BOUNDS CONTINUED:

THENCE, SOUTH 01° 52' 22" EAST, 4.34 FEET DEPARTING SAID COMMON LINE AND ACROSS SAID 321.875 ACRE TRACT, TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, 176.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 144° 37' 24", AND A CHORD WHICH BEARS SOUTH 15° 48' 56" WEST, 133.38 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE;

THENCE, 23.83 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 54° 37' 24", AND A CHORD WHICH BEARS SOUTH 29° 11' 04" EAST, 22.94 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 01° 52' 22" EAST, 536.01 FEET TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 43° 07' 38" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88° 07' 38" WEST, 824.64 FEET TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, 11.73 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 00° 33' 35", AND A CHORD WHICH BEARS SOUTH 88° 24' 26" WEST, 11.73 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88° 41' 13" WEST, 861.41 FEET TO A POINT FOR THE BEGINNING OF A CURVE;

METES AND BOUNDS CONTINUED:

THENCE, 29.84 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68° 22' 54", AND A CHORD WHICH BEARS NORTH 57° 07' 19" WEST, 28.10 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE;

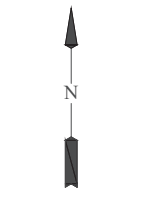
THENCE, 94.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 77° 04' 53", AND A CHORD WHICH BEARS NORTH 61° 28' 19" WEST, 87.23 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01° 00' 18" WEST, 793.98 FEET TO A POINT FOR CORNER;

THENCE, NORTH 88° 59' 42" EAST, 77.81 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01° 00' 18" WEST, 280.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 17° 34' 00" EAST, 62.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.959 ACRES OR 1,653,478 SQUARE FEET OF LAND.



LEGEND

B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
T.B.M.	INDICATES TEMPORARY BENCHMARK
SQ.FT.	INDICATES SQUARE FEET
NO.	INDICATES NUMBER
H.L.&P.	INDICATES HOUSTON LIGHTING & POWER

PRELIMINARY PLAT
PARK 1489 SEC 2

A SUBDIVISION OF 37.959 ACRES OF LAND SITUATED IN THE WILLIAM COOPER SURVEY, ABSTRACT NUMBER 20, WALLER COUNTY, TEXAS.

2 RESERVES (37.959 ACRES) 1 BLOCK

JULY 27, 2026 JOB NO. 5454-2600-2.310

OWNER/DEVELOPER:

IDV QOZB 2023, LLC,
A TEXAS LIMITED LIABILITY COMPANY
JARRAD COULTER, MANAGER
10375 RICHMOND AVENUE, SUITE 1950, HOUSTON, TEXAS 77042
PHONE: (832) 500-5202

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

SHEET 2 OF 2

MYLAR CHECK: SUR. _____ PLATTING MGR. _____

Date\Time : Mon, 27 Jul 2026 - 2:11pm BY: ADRIA GUAJARDO
Path\Name : K:\Projects\PLATTING\5454\PLATS\Park 1489 Sec 2.dwg

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

August 4, 2026
Job No. S001-5454-260003

DESCRIPTION OF
15.486 ACRES
PARK 1489 TRACT 3

Being 15.486 acres (674,569 square feet) of land located in the William Cooper Survey, Abstract No. 20, Waller County, Texas, more particularly being a portion of the remainder of that certain called 321.875 acre tract described in the deed to IDV QOZB 2023, LLC by an instrument of record under Instrument Number 2512315, of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.), said 15.486 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

COMMENCING for reference at a 5/8-inch iron rod with cap stamped “LJA Survey” previously set for the northwest corner of said 321.875 acre tract, same being the northeast corner of that certain called 146.401 acre tract described in the deed to IDV QOZB 2021, LLC by an instrument of record under Instrument Number 2512311, O.P.R.W.C.T., said point lying on the south right-of-way of Interstate Highway 10 (width varies) as described in Volume 178, Page 430, Volume 178, Page 502, and Volume 182, Page 183 of the Waller County Deed Records (W.C.D.R.), from which a 5/8-inch iron rod with cap stamped “LJA SURVEY” previously set for a common angle point on the west line of said 321.875 acre tract, common to the east line of said 146.401 acre tract bears, South 21° 24 14" West, 398.00 feet;

Thence, South 72° 26’ 00” East, 1,600.65 feet along the north line of said 321.875 acre tract common to the south line of said Interstate 10 to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northwest corner of the herein described tract, and being the POINT OF BEGINNING;

Thence, South 72° 26' 00" East, 89.52 feet along said common line to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, continuing along said common line 827.23 feet along the arc of a tangent curve to the left, having a radius of 2,864.79 feet, a central angle of 16° 32' 41", and a chord which bears South 80° 42' 20" East, 824.36 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northeast corner of the herein described tract, for corner;

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Thence, South 01° 52' 22" East, 4.34 feet departing said common line and across said 321.875 acre tract, to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 176.69 feet along the arc of a non-tangent curve to the left, having a radius of 70.00 feet, a central angle of 144° 37' 24", and a chord which bears South 15° 48' 56" West, 133.38 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a reverse curve;

Thence, 23.83 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 54° 37' 24", and a chord which bears South 29° 11' 04" East, 22.94 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 01° 52' 22" East, 536.01 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 90° 00' 00", and a chord which bears South 43° 07' 38" West, 35.36 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 88° 07' 38" West, 824.64 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 11.73 feet along the arc of a tangent curve to the right, having a radius of 1,200.00 feet, a central angle of 00° 33' 35", and a chord which bears South 88° 24' 26" West, 11.73 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 88° 41' 13" West, 1.80 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 01° 52' 22" West, 902.18 feet to the POINT OF BEGINNING and containing 15.486 acres or 674,569 square feet of land.

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

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

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

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

Real Property Improvements to be completed on the Premises by IDV QOZB 2023, LLC as Building 3 at 5276 11th Street, Brookshire, TX 77423:

Description	**Investment**
Building – one (1) 283,153 square foot class A tilt wall industrial building to be used as an industrial warehouse or manufacturing facility	$14,758,413
Driveways & Parking	$1,441,587
Fencing	
Other Improvements	
Total	$16,200,000

EXHIBIT C

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY IDV REINVESTMENT ZONE 17 PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

WHEREAS, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

WHEREAS, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 19, 2025 governing reinvestment zones and tax abatement agreements;

WHEREAS, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

WHEREAS, the Commissioners Court desires to promote the development or redevelopment of a certain tract of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria;

WHEREAS, the Area does not include land within the taxing jurisdiction of a municipality;

WHEREAS, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notices were published and delivered, as applicable, not later than the seventh day before the public hearing;

WHEREAS, the Commissioners Court held a public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

WHEREAS, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

WHEREAS, the Commissioners Court finds that it is in the best interest of the county to designate the property described as being a tract or parcel of land containing 453.102 acres of land

in the William Cooper Survey, Abstract 20, in Waller County, Texas generally located west of FM 1489, east of Donigan Road, south of U.S. Interstate 10, and north of Bains Lane in Brookshire, Texas 77423, and consists of all or portions of the following tracts: 1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume 593, Page 767 of the Deed Records of Waller County, Texas; 277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Volume 187, Page 478 of the Deed Records of Waller County, Texas; 133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Volume 195, Page 374 of the Deed Records of Waller County, Texas; the residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 193, Page 308 of the Deed Records of Waller County, Texas; 11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Volume 182, Page 289 of the Deed Records of Waller County, Texas; and the residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 197, Page 297 of the Deed Records of Waller County, Texas, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

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

Section 1. **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on June 10, 2026, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

Section 3. **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, which is incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County IDV Reinvestment Zone Number 17.

Section 4. **Effective Date**: The reinvestment zone shall take effect upon the passage of this

Order, and shall remain in effect for a period of five years from the date of designation.

Section 5. **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

Section 6. **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation within the County, and such notice was delivered to the presiding officers of any affected taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 10th day of June, 2026.

Carbett "Trey" J. Duhon III
County Judge

John A Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No. 2

Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

EXHIBIT A

03/27/2025
453.102 ACRES
William Cooper Survey, Abstract No. 20
Brookshire, Waller County, Texas

Brown Municipal Utility District
453.102 Acres

DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas. Said 453.102 acres being comprised of all or portions of the tracts listed below; (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. Survey Foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99989034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 593, Page (Pg.) 767 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 308 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with LJA cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80’ R.O.W. - record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 468.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11’ 22”, a chord bearing and distance of South 02°21’23” East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 9.751 acres tract conveyed by deed dated December 06, 2021 to P9/GCP HOUSTON I-10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 88° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 9.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 49' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 9.751 acres to a 2 inch iron pipe found for the northwest corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 9.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 9.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 9.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the west line of a called 3.75 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 826, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 956 of the Map Records of Waller County, Texas, pass a distance of 665.22 feet a 1/2 iron rod with 2732 cap found for the southwest corner of said Meadow Wood Subdivision, same being the northwest corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southwest corner of said 4.3123 acres, same being the northwest corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 193 , O.P.R.W.C.T., and continuing along the west line of a called 4.184 acres tract Waller County Appraisal District Property ID No. 253726 (BS & LC Brown LLC, no recording information provided at time of survey, a called 7½ acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 618 of the O.P.R.W.C.T., and a called 2½ acres tract conveyed by deed dated July 16, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 913 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southwest corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor-Courtney Properties, LLC as recorded in Instrument No. 1806459 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2” iron pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2” iron pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 46' 13" West a distance of 151.58 feet along said occupied line to a 2” iron pipe for corner;

THENCE North 75° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 iron rod with RPLS 2732 cap found for corner;

THENCE South 89° 26' 06" West a distance of 244.90 feet along said occupied line to a point for corner in the east bank of Bessie’s Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 33° 14' 00" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 59' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with LJA cap;

THENCE South 47° 27' 36" West a distance of 374.75 feet continuing along the southeast line of said 277.97 acres to a 1/2 iron rod with illegible cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 933.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 iron rod with illegible cap found for corner;

THENCE South 32° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 529, Pg. 631 O.P.R.W.C.T.

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 87° 23' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 2 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Donigan Road (R.O.W. Varies - record information not found) and having State Plane Coordinate values of N: 13,841,524.913 and E: 2,921,955.806;

THENCE North 38° 11' 17" East a distance of 2540.79 feet along the southeast line of said Donigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 38° 36' 17" East a continuing along the southeast line of said Donigan Road and the west line of said 277.97 acres pass a distance of 1128.45 and 0.38 feet left a found 1/2 inch iron rod with Precision cap and pass a distance of 105.05 feet and 0.18 feet right a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 1351.36 feet to a 1/2 inch iron rod with Precision cap found for corner in the Donigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 85°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1123.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with LJA cap set for the northwest corner of the herein described tract;

THENCE in an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 53°East – 1.86 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.30 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29" East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 21°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the south R.O.W. line of said Interstate Highway 10 to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

Note: This document was prepared under 22 TAC § 138.95, partially reflects the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C, p. 008

METES & BOUNDS DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas, said 453.102 acres being comprised of all or portions of the following tracts: (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99988034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 583, Page (Pg.) 787 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 306 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 25, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80' R.O.W. – record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 488.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11' 22", a chord bearing and distance of South 02°21'23" East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 3.751 acres tract conveyed by deed dated December 06, 2021 to PB/OZF HOUSTON I–10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 89° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 3.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 44' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 3.751 acres to a 2 inch iron pipe found for the northeast corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 3.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 3.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 3.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the east line of a called 1.175 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 816, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 816 of the Map Records of Waller County, Texas, pass a distance of 660.22 feet a 1/2 inch iron rod with Precision cap found for the southeast corner of said Meadow Wood Subdivision, same being the northeast corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southeast corner of said 4.3123 acres, same being the northeast corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 153 O.P.R.W.C.T., and continuing along the west line of said called 4.548 acres tract, Waller County Appraisal District Property ID No. 257726, a total distance of 1,941.67 feet to a 5/8 inch iron rod with Lja cap set in the north R.O.W. line of Brookshire City Limits, same being the southwest corner of a called 7.8 acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 518 of the O.P.R.W.C.T., and a called 1.5 acres tract conveyed by deed dated July 15, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 813 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with Lja cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southeast corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor–Courtney Properties, LLC as recorded in Instrument No. 1806469 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2 inch pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2 inch pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 78° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 inch iron rod with RPLS 2732 cap found for corner;

THENCE South 84° 27' 36" West a distance of 313.75 feet along said occupied line to a point for corner in the east bank of Bessie's Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 39° 14' 07" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 56' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with Lja cap;

THENCE South 47° 27' 36" West a distance of 374.76 feet continuing along the southeast line of said 277.97 acres to a 1/2 inch rod with Reglite cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 833.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 inch rod with Reglite cap found for corner;

THENCE South 33° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 926, Pg. 631 O.P.R.W.C.T.;

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 83° 27' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 1 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Dunigan Road (R.O.W. Varies – record information not found) and having State Plane Coordinate values of N: 13,841,924.913 and E: 2,921,955.806;

THENCE North 39° 11' 17" East a distance of 2545.79 feet along the southeast line of said Dunigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 39° 36' 17" East a continuing along the southeast line of said Dunigan Road and the west line of said 277.97 acres pass a distance of 1128.40 and 5.00 feet a 1/2 inch iron rod with Precision cap and pass a distance of 1135.05 and 6.65 feet right from a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 2,545.79 feet to a 1/2 inch iron rod with Precision cap found for corner in the Dunigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1133.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract;

THENCE to an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°East – 1.06 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.36 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29 East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 31°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the common R.O.W. line of said Interstate Highway 10 to the PLACE OF BEGINNING of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

LEGEND:

FND	FOUND
IR	IRON ROD
IP	IRON PIPE
PG.	PAGE
MON	MONUMENT
NO.	NUMBER
VOL.	VOLUME
P.O.B.	PLACE OF BEGINNING
W.C.A.D.	WALLER COUNTY APPRAISAL DISTRICT
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
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS

Scale 1" = 300'

VICINITY MAP
NOT TO SCALE

DETAIL A

SEE DETAIL A

P.O.B.
N: 13,844,466.789
E: 2,930,649.956
SET 5/8"IR W/LJA CAP

453.102 ACRES
19,737,102 SQ. FT.

INTERSTATE 10
(R.O.W. VARIES)
VOL. 178, PG. 502–W.C.D.R.

DUNIGAN RD. (OVERPASS)

DUNIGAN ROAD

BESSIES BAYOU

BAINS LANE

F.M. 1489
(80' R.O.W.)

CITY OF BROOKSHIRE CITY LIMITS

ETJ
SEE NOTE 3

DEED LINE 277.97 AC

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	18.59'	5,625.68'	0°11'22"	S02° 21' 23"E	18.59'

Line Table

Line #	Direction	Length
L1	S01° 49' 58"E	183.05'
L2	N88° 22' 36"E	227.66'
L3	S01° 37' 36"E	233.45'
L4	N87° 39' 51"E	17.96'
L5	S88° 46' 13"W	151.58'
L6	S89° 26' 06"W	244.90'
L7	N44° 36' 55"W	44.14'
L8	N33° 14' 00"W	161.21'
L9	N19° 52' 10"W	147.10'
L10	S46° 59' 00"W	244.04'
L11	N15° 06' 32"W	126.53'
L12	S87° 23' 37"W	269.43'
L13	S46° 01' 50"E	15.04'
L14	N89° 57' 07"E	215.05'

NOTE:

1. This document was prepared under 22 TAC § 138.95, partially reflects the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."
2. Bearings and coordinates shown hereon are based on NAD83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System.
3. Source of Brookshire City Limits and ETJ https://brookshire.ljamaps.com/

L. SCOT LOWE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT OF WALLER COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 27th DAY OF MARCH, 2025.

SCOT LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5007

STATE OF TEXAS
REGISTERED
SCOT LOWE
5007
PROFESSIONAL LAND SURVEYOR

BOUNDARY OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT
453.102 ACRES
WILLIAM COOPER SURVEY, A-20
WALLER COUNTY, TEXAS

MARCH 27, 2025 JOB NO. S001-5454-2401.101

LJA SURVEYING, INC.
2011 E. Broadway Street
Suite 130
Pearland, Texas 77581
Phone [illegible]
TBPELS Firm [illegible]

S:\Sectors\Survey\Projects\LA45001\5454\2401\101 MUD\06 CAD\S001-5454-2401.101 MUD.dwg 3/27/2025

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND IDV QOZB 2023, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and IDV QOZB 2023, LLC ("IDV"), a Texas limited liability company having its principal place of business at 10375 Richmond Ave., Suite 1950, Houston, Texas 77042 (each a "Party," and collectively "Parties"). IDV is the owner of taxable property located within Waller County, Texas and Waller County IDV Reinvestment Zone 17, ("Reinvestment Zone"). This Agreement is entered on October 28, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Waller County Commissioners Court ordered the designation of the Waller County IDV Reinvestment Zone 17 as authorized by Texas Tax Code Chapter 312 on June 10, 2026, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.

1.5 "Building" means the approximately 589,347 square foot facility that will be constructed by IDV on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by IDV in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 31.195-acre parcel of land having address 1416 Backstretch Drive, Brookshire, Texas 77423, identified as Reserve A and legally described on Exhibit A. IDV is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 589,347 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by IDV.

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: IDV shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

3.5 Effect of Appraisal Protest: If IDV protests the certified appraised value of the Improvements, and the certified appraised value is reduced to an amount below the investment value stated in Section 4.1 as a result of the protest, then the percentage of the abatement granted herein will be proportionately adjusted downward based on the difference between the investment value stated in Section 4.1 and the new certified appraised value expressed as a percentage rounded to the nearest whole number. For example, if the specified investment value is $1,000,000.00, and a protest results in a 6.6% reduction of the property's certified appraised value to $934,000.00, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. This reduction does not apply if, as a result of a protest, the certified appraised value is reduced to an amount that is still above the investment value stated in Section 4.1. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** IDV shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: IDV shall invest, or cause to be invested, a cumulative amount of at least **THIRTY-TWO MILLION ONE HUNDRED THOUSAND DOLLARS ($32,100,000.00)** into the Project by December 31, 2028.

4.2 Real Property Improvements: IDV shall construct the Real Property Improvements described in Exhibit B by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: IDV shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: IDV shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. IDV shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: IDV shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: IDV shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. IDV, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt IDV business with such inspections.

4.7 Required Forms: IDV acknowledges its responsibility to file, as applicable, Forms 50-116, 50-141, 50-142, 50-144, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: IDV shall, before the required deadline of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: IDV agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give IDV written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) IDV shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to IDV or any third party, that IDV complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: IDV must provide the County thirty (30) days prior written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless IDV provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: IDV shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: IDV understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by IDV if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. IDV fails to make the investment specified in Section 4.1;

b. IDV fails to complete or install the Improvements substantially as identified in Exhibit B;

c. IDV fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

d. IDV becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

e. During the Abatement Period, IDV operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

f. IDV files any petition for bankruptcy;

g. Any breach of the terms or conditions of this Agreement.

IDV will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to IDV that it is in default.

5.6 Opportunity to Cure: If a default may be cured, IDV shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If IDV defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: IDV shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and IDV shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge IDV interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If IDV or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.

b. IDV may assign this Agreement without prior written consent from the County if such assignment is to any entity that IDV owns, whether directly or indirectly, is controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. IDV understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require IDV to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: IDV shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If IDV fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing IDV the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective, including publicly posting notice thirty (30) days prior to the Commissioners Court meeting where such modification, amendment, and/or addition will be considered. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: IDV recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). IDV shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. IDV recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. IDV further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, employees, and agents shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by IDV in reliance on any

statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: IDV AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL IDV INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. IDV shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, IDV must make a written request to the County in the manner described by Section 11.19, no later than ten (10) days following the delay caused by such force majeure event. IDV has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that IDV is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for IDV's performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on October 28, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: IDV recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. IDV agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which IDV is in violation of this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For IDV:

IDV QOZB 2023, LLC
10375 Richmond Ave.
Suite 1950
Houston, Texas 77042

With a copy to:

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

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

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

IDV QOZB 2023, LLC
a Texas limited liability company

_____ _____
By: Date
Title:

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

EXHIBIT A

NOTES:

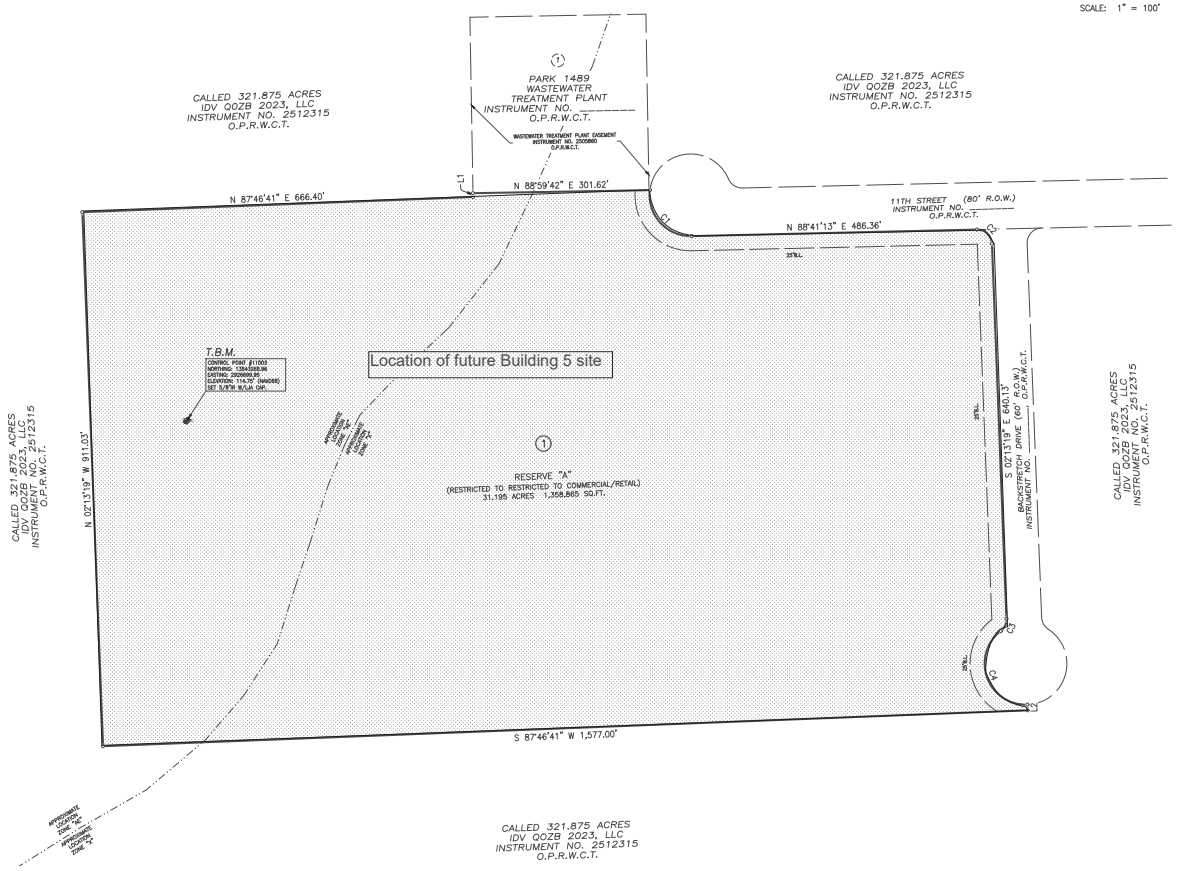
1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NAD83 TEXAS SOUTH CENTRAL ZONE 4204 (U.S. SURVEY FOOT) STATE PLANE COORDINATE SYSTEM. COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE SCALE FACTOR OF 0.99989034291
2. BENCHMARK: A DISC (STAMPED: F 768 1943) IN SOUTHEAST ABUTMENT OF HWY 90 BRIDGE. FROM THE INTERSECTION OF FM 1489 (KOOMEY ROAD) AND HWY 90 TRAVEL WESTWARD 1.2' MILES ALONG HWY 90 TO THE MARK ON THE LEFT AT BRIDGE.
3. TEMPORARY BENCHMARK: CONTROL POINT #11003
   NORTHING : 13,843,268.96
   EASTING : 2,926,699.95
   ELEVATION : 114.75' (NAVD88)
   SET 5/8"IR W/LJA CAP
4. ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48473C0350E, DATED FEBRUARY 18, 2009 THE TRACT HEREBY SURVEYED LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ZONE "AE" (AREA WITH BASE FLOOD ELEVATION DETERMINED (BFE=122') AND FLOODWAY AREAS IN ZONE "AE" (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
8. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE MINERAL OWNER, GEOLOGIST OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY. AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.
9. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
10. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
11. PROPERTY LIES WITHIN CITY OF BROOKSHIRE ETJ, WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 69.
12. 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.
13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
14. ALL FENCING INCLUDES SIX-FOOT (6) WIDE GATES IN THE SIDE FENCES OF A REAR PROPERTY OF EACH PROPERTY. SUCH GATES MUST BE LOCKABLE WITH PAD LOCKS TO WHICH THE DISTRICT HAS A MASTER KEY.
15. NO TREES OR SHRUBBERY WITH A MATURE HEIGHT GREATER THAN THREE FEET (3) MAY BE PLANTED OR GROWN IN SUCH EASEMENTS.
16. ALL DRAINAGE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

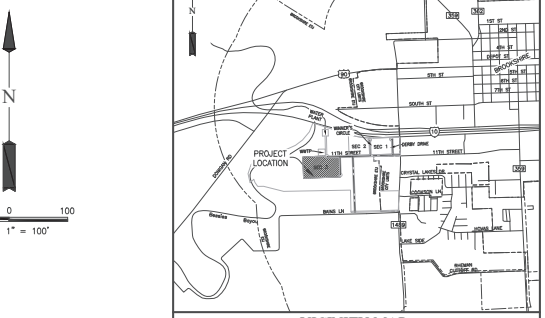
LEGEND

B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
T.B.M.	INDICATES TEMPORARY BENCHMARK
NO.	INDICATES NUMBER
SQ. FT.	INDICATES SQUARE FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°00'18" W	6.41'
L2	S 02°13'19" E	9.64'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	70.00'	98°12'22"	119.98'	S 42°12'36" E	105.82'
C2	25.00'	89°05'28"	38.87'	S 46°46'03" E	35.07'
C3	25.00'	54°37'24"	23.83'	S 25°05'23" W	22.94'
C4	70.00'	144°37'24"	176.69'	S 19°54'37" E	133.38'





VICINITY MAP
SCALE: 1" = 2500'

KEY MAP NO. 481B

METES AND BOUNDS:

PRELIMINARY PLAT
PARK 1489 SEC 3

A SUBDIVISION OF 31.195 ACRES OF LAND SITUATED IN THE _____, ABSTRACT NUMBER ____
WALLER COUNTY, TEXAS.

1 RESERVE (31.195 ACRES) 1 BLOCK

JUNE 30, 2026 JOB NO. 5454-2600-3.310

IDV QOZB 2023, LLC,
A TEXAS LIMITED LIABILITY COMPANY
JARRAD COULTER, MANAGER
10375 RICHMOND AVENUE, SUITE 1950, HOUSTON, TEXAS 77042
PHONE: (832) 500-5202

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

Date\Time : Tue, 30 Jun 2026 - 6:03pm BY: KENYA GUNARSO
Path\Name : I:\Projects\PLATTING\5454\PLATS\Park 1489 Sec 3.dwg

MYLAR CHECK: SUR. _____ PLATTING MGR. _____

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

August 4, 2026
Job No. S001-5454-260005

DESCRIPTION OF
31.195 ACRES
PARK 1489 TRACT 5

Being 31.195 acres (1,358,865 square feet) of land located in the William Cooper Survey, Abstract No. 20, Waller County, Texas, more particularly being a portion of the remainder of that certain called 321.875 acre tract described in the deed to IDV QOZB 2023, LLC by an instrument of record under Instrument Number 2512315, of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.), said 31.195 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

COMMENCING for reference at a 5/8-inch iron rod with cap stamped “LJA Survey” previously set for the northwest corner of said 321.875 acre tract, same being the northeast corner of that certain called 146.401 acre tract described in the deed to IDV QOZB 2021, LLC by an instrument of record under Instrument Number 2512311, O.P.R.W.C.T., said point lying on the south right-of-way of Interstate 10 (width varies) as described in Volume 178, Page 430, Volume 178, Page 502, and Volume 182, Page 183 of the Waller County Deed Records (W.C.D.R.), from which a 5/8-inch iron rod with cap stamped “LJA Survey” previously set for a common angle point on the west line of said 321.875 acre tract, common to the east line of said 146.401 acre tract bears, South 21° 24 14" West, 398.00 feet;

Thence, South 16° 31’ 18” West, 1,507.91 feet across said 321.875 acre tract toa 5/8-inch iron rod with cap stamped “LJA Survey” set for the northwest corner of the herein described tract, and being the POINT OF BEGINNING;

Thence, North 87° 46' 41" East, 666.40 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 01° 00' 18" West, 6.41 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 88° 59' 42" East, 301.62 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

Thence, 119.98 feet along the arc of a non-tangent curve to the left, having a radius of 70.00 feet, a central angle of 98° 12' 22", and a chord which bears South 42° 12' 36" East, 105.82 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 88° 41' 13" East, 486.36 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 38.87 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 89° 05' 28", and a chord which bears South 46° 46' 03" East, 35.07 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 02° 13' 19" East, 640.13 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 23.83 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 54° 37' 24", and a chord which bears South 25° 05' 23" West, 22.94 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a reverse curve;

Thence, 176.69 feet along the arc of a tangent curve to the left, having a radius of 70.00 feet, a central angle of 144° 37' 24", and a chord which bears South 19° 54' 37" East, 133.38 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 02° 13' 19" East, 9.64 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 87° 46' 41" West, 1,577.00 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 02° 13' 19" West, 911.03 feet to the POINT OF BEGINNING and containing 31.195 acres or 1,358,865 square feet of land.

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

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

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

Real Property Improvements:

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

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

Real Property Improvements to be completed on the Premises by IDV QOZB 2023, LLC as Building 5 at 1416 Backstretch Dr., Brookshire, TX 77423:

Description	**Investment**
Building – one (1) 589,347 square foot class A tilt wall industrial building to be used as an industrial warehouse or manufacturing facility	$28,556,445
Driveways & Parking	$3,543,555
Fencing	
Other Improvements	
Total	$32,100,000

EXHIBIT C

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY IDV REINVESTMENT ZONE 17 PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

WHEREAS, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

WHEREAS, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 19, 2025 governing reinvestment zones and tax abatement agreements;

WHEREAS, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

WHEREAS, the Commissioners Court desires to promote the development or redevelopment of a certain tract of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria;

WHEREAS, the Area does not include land within the taxing jurisdiction of a municipality;

WHEREAS, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notices were published and delivered, as applicable, not later than the seventh day before the public hearing;

WHEREAS, the Commissioners Court held a public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

WHEREAS, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

WHEREAS, the Commissioners Court finds that it is in the best interest of the county to designate the property described as being a tract or parcel of land containing 453.102 acres of land

in the William Cooper Survey, Abstract 20, in Waller County, Texas generally located west of FM 1489, east of Donigan Road, south of U.S. Interstate 10, and north of Bains Lane in Brookshire, Texas 77423, and consists of all or portions of the following tracts: 1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume 593, Page 767 of the Deed Records of Waller County, Texas; 277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Volume 187, Page 478 of the Deed Records of Waller County, Texas; 133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Volume 195, Page 374 of the Deed Records of Waller County, Texas; the residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 193, Page 308 of the Deed Records of Waller County, Texas; 11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Volume 182, Page 289 of the Deed Records of Waller County, Texas; and the residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 197, Page 297 of the Deed Records of Waller County, Texas, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

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

Section 1. **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on June 10, 2026, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

Section 3. **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, which is incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County IDV Reinvestment Zone Number 17.

Section 4. **Effective Date**: The reinvestment zone shall take effect upon the passage of this

Order, and shall remain in effect for a period of five years from the date of designation.

Section 5. **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

Section 6. **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation within the County, and such notice was delivered to the presiding officers of any affected taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 10th day of June, 2026.

Carbett "Trey" J. Duhon III
County Judge

John A Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No. 2

Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

EXHIBIT A

03/27/2025
453.102 ACRES
William Cooper Survey, Abstract No. 20
Brookshire, Waller County, Texas

Brown Municipal Utility District
453.102 Acres

DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas. Said 453.102 acres being comprised of all or portions of the tracts listed below; (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. Survey Foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99989034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 593, Page (Pg.) 767 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 308 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with LJA cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80’ R.O.W. - record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 468.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11’ 22”, a chord bearing and distance of South 02°21’23” East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 9.751 acres tract conveyed by deed dated December 06, 2021 to P9/GCP HOUSTON I-10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 88° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 9.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 49' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 9.751 acres to a 2 inch iron pipe found for the northwest corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 9.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 9.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 9.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the west line of a called 3.75 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 826, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 956 of the Map Records of Waller County, Texas, pass a distance of 665.22 feet a 1/2 iron rod with 2732 cap found for the southwest corner of said Meadow Wood Subdivision, same being the northwest corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southwest corner of said 4.3123 acres, same being the northwest corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 193 , O.P.R.W.C.T., and continuing along the west line of a called 4.184 acres tract Waller County Appraisal District Property ID No. 253726 (BS & LC Brown LLC, no recording information provided at time of survey, a called 7½ acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 618 of the O.P.R.W.C.T., and a called 2½ acres tract conveyed by deed dated July 16, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 913 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southwest corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor-Courtney Properties, LLC as recorded in Instrument No. 1806459 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2” iron pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2” iron pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 46' 13" West a distance of 151.58 feet along said occupied line to a 2” iron pipe for corner;

THENCE North 75° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 iron rod with RPLS 2732 cap found for corner;

THENCE South 89° 26' 06" West a distance of 244.90 feet along said occupied line to a point for corner in the east bank of Bessie’s Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 33° 14' 00" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 59' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with LJA cap;

THENCE South 47° 27' 36" West a distance of 374.75 feet continuing along the southeast line of said 277.97 acres to a 1/2 iron rod with illegible cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 933.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 iron rod with illegible cap found for corner;

THENCE South 32° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 529, Pg. 631 O.P.R.W.C.T.

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 87° 23' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 2 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Donigan Road (R.O.W. Varies - record information not found) and having State Plane Coordinate values of N: 13,841,524.913 and E: 2,921,955.806;

THENCE North 38° 11' 17" East a distance of 2540.79 feet along the southeast line of said Donigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 38° 36' 17" East a continuing along the southeast line of said Donigan Road and the west line of said 277.97 acres pass a distance of 1128.45 and 0.38 feet left a found 1/2 inch iron rod with Precision cap and pass a distance of 105.05 feet and 0.18 feet right a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 1351.36 feet to a 1/2 inch iron rod with Precision cap found for corner in the Donigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 85°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1123.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with LJA cap set for the northwest corner of the herein described tract;

THENCE in an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 53°East – 1.86 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.30 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29" East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 21°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the south R.O.W. line of said Interstate Highway 10 to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

Note: This document was prepared under 22 TAC § 138.95, partially reflects the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit C, p. 008

METES & BOUNDS DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas, said 453.102 acres being comprised of all or portions of the following tracts: (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99988034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 583, Page (Pg.) 787 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 306 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 25, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80' R.O.W. – record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 488.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11' 22", a chord bearing and distance of South 02°21'23" East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 3.751 acres tract conveyed by deed dated December 06, 2021 to PB/OZF HOUSTON I–10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 89° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 3.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 44' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 3.751 acres to a 2 inch iron pipe found for the northeast corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 3.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 3.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 3.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the east line of a called 1.175 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 816, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 816 of the Map Records of Waller County, Texas, pass a distance of 660.22 feet a 1/2 inch iron rod with Precision cap found for the southeast corner of said Meadow Wood Subdivision, same being the northeast corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southeast corner of said 4.3123 acres, same being the northeast corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 153 O.P.R.W.C.T., and continuing along the west line of said called 4.548 acres tract, Waller County Appraisal District Property ID No. 257726, a total distance of 1,941.67 feet to a 5/8 inch iron rod with Lja cap set in the north R.O.W. line of Brookshire City Limits, same being the southwest corner of a called 7.8 acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 518 of the O.P.R.W.C.T., and a called 1.5 acres tract conveyed by deed dated July 15, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 813 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with Lja cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southeast corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor–Courtney Properties, LLC as recorded in Instrument No. 1806469 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2 inch pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2 inch pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 78° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 inch iron rod with RPLS 2732 cap found for corner;

THENCE South 84° 27' 36" West a distance of 313.75 feet along said occupied line to a point for corner in the east bank of Bessie's Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 39° 14' 07" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 56' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with Lja cap;

THENCE South 47° 27' 36" West a distance of 374.76 feet continuing along the southeast line of said 277.97 acres to a 1/2 inch rod with Reglite cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 833.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 inch rod with Reglite cap found for corner;

THENCE South 33° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 926, Pg. 631 O.P.R.W.C.T.;

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 83° 27' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 1 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Dunigan Road (R.O.W. Varies – record information not found) and having State Plane Coordinate values of N: 13,841,924.913 and E: 2,921,955.806;

THENCE North 39° 11' 17" East a distance of 2545.79 feet along the southeast line of said Dunigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 39° 36' 17" East a continuing along the southeast line of said Dunigan Road and the west line of said 277.97 acres pass a distance of 1128.40 and 5.00 feet a 1/2 inch iron rod with Precision cap and pass a distance of 1135.05 and 6.65 feet right from a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 2,545.79 feet to a 1/2 inch iron rod with Precision cap found for corner in the Dunigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1133.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract;

THENCE to an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°East – 1.06 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.36 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29 East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 31°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the common R.O.W. line of said Interstate Highway 10 to the PLACE OF BEGINNING of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

LEGEND:

FND	FOUND
IR	IRON ROD
IP	IRON PIPE
PG.	PAGE
MON	MONUMENT
NO.	NUMBER
VOL.	VOLUME
P.O.B.	PLACE OF BEGINNING
W.C.A.D.	WALLER COUNTY APPRAISAL DISTRICT
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
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS

Scale 1" = 300'

VICINITY MAP
NOT TO SCALE

DETAIL A

SEE DETAIL A

P.O.B.
N: 13,844,466.789
E: 2,930,649.956
SET 5/8"IR W/LJA CAP

453.102 ACRES
19,737,102 SQ. FT.

INTERSTATE 10
(R.O.W. VARIES)
VOL. 178, PG. 502–W.C.D.R.

DUNIGAN RD. (OVERPASS)

DUNIGAN ROAD

BESSIES BAYOU

BAINS LANE

F.M. 1489
(80' R.O.W.)

CITY OF BROOKSHIRE CITY LIMITS

ETJ
SEE NOTE 3

DEED LINE 277.97 AC

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	18.59'	5,625.68'	0°11'22"	S02° 21' 23"E	18.59'

Line Table

Line #	Direction	Length
L1	S01° 49' 58"E	183.05'
L2	N88° 22' 36"E	227.66'
L3	S01° 37' 36"E	233.45'
L4	N87° 39' 51"E	17.96'
L5	S88° 46' 13"W	151.58'
L6	S89° 26' 06"W	244.90'
L7	N44° 36' 55"W	44.14'
L8	N33° 14' 00"W	161.21'
L9	N19° 52' 10"W	147.10'
L10	S46° 59' 00"W	244.04'
L11	N15° 06' 32"W	126.53'
L12	S87° 23' 37"W	269.43'
L13	S46° 01' 50"E	15.04'
L14	N89° 57' 07"E	215.05'

NOTE:

1. This document was prepared under 22 TAC § 138.95, partially reflects the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."
2. Bearings and coordinates shown hereon are based on NAD83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System.
3. Source of Brookshire City Limits and ETJ https://brookshire.ljamaps.com/

L. SCOT LOWE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT OF WALLER COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 27th DAY OF MARCH, 2025.

SCOT LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5007

STATE OF TEXAS
REGISTERED
SCOT LOWE
5007
PROFESSIONAL LAND SURVEYOR

BOUNDARY OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT
453.102 ACRES
WILLIAM COOPER SURVEY, A-20
WALLER COUNTY, TEXAS

MARCH 27, 2025 JOB NO. S001-5454-2401.101

LJA SURVEYING, INC.
2011 E. Broadway Street
Suite 130
Pearland, Texas 77581
Phone [illegible]
TBPELS Firm [illegible]

S:\Sectors\Survey\Projects\LA45001\5454\2401\101 MUD\06 CAD\S001-5454-2401.101 MUD.dwg 3/27/2025

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT TO THE TAX CODE CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, WOODS ROAD INDUSTRIAL, LLC, AND IGLOO PRODUCTS, CORP.

Waller County, Texas ("County"), Woods Road Industrial, LLC ("WRI"), and Igloo Products Corp. ("Igloo") hereby amend the tax abatement agreement entered into between the County, WRI, and Igloo. This amendment is made and entered on October 28, 2026.

WHEREAS, County, WRI, and Igloo entered into a Tax Abatement Agreement on January 18, 2023 ("Agreement"), which is identified as Contract ID# 230118-13 and is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, County, WRI, and Igloo wish to amend the Agreement in order to modify the value of inventory Igloo is required to maintain on the Premises, and adjust the abatement percentages relative to such modification;

NOW, THEREFORE the parties mutually agree as follows:

1. Section 8 of the Agreement is deleted and replaced with the following:

> "Beginning with Year 3 of the Abatement Period, and continuing during the term of the Agreement, Tenant shall maintain a minimum of **FORTY-FIVE MILLION DOLLARS ($45,000,000.00)** rendered taxable inventory value at the Premises as a result of the Improvements listed in Exhibit B. Tenant agrees to render the Personal Property for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. Tenant shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of Tenant tax documents to the County for the purpose of verifying rendered inventory values."

2. Section 9(a) of the Agreement is deleted and replaced with the following:

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

Real Property				Personal Property (excluding inventory)			
YEAR	1	2024	100%	YEAR	1	2024	75%
YEAR	2	2025	75%	YEAR	2	2025	75%
YEAR	3	2026	40%	YEAR	3	2026	40%
YEAR	4	2027	50%	YEAR	4	2027	50%
YEAR	5	2028	50%	YEAR	5	2028	50%
YEAR	6	2029	50%	YEAR	6	2029	50%
YEAR	7	2030	50%	YEAR	7	2030	50%
YEAR	8	2031	50%	YEAR	8	2031	50%
YEAR	9	2032	50%	YEAR	9	2032	50%
YEAR	10	2033	50%	YEAR	10	2033	50%

3. Beginning with the 2026 tax year, and continuing through the remaining term of the Abatement Period, Section 10(f) is deleted and replaced with the following:

   "If Tenant fails to maintain a minimum **FORTY-FIVE MILLION DOLLARS ($45,000,000.00)** rendered taxable value of inventory at the Premises as a result of the Improvements listed in Exhibit B, then Tenant shall not be entitled to the abatement of property taxes for the year in which the default occurs."

4. No other amendments or modifications to the Agreement are hereby made.

5. This amendment is effective as of the date of the last signature hereto.

6. Signatories represent and warrant that they have the authority to bind the respective parties.

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the date of the last signature affixed hereto.

WALLER COUNTY, TEXAS

_____

Carbett "Trey" J. Duhon, III
County Judge

_____

Date

Attest

_____

Debbie Hollan
County Clerk

_____

Date

WOODS ROAD INDUSTRIAL, LLC
a Delaware limited liability company

_____

Cory Driskill, Vice President

_____

Date

IGLOO PRODUCTS, CORP.
a Delaware corporation

Joe Sweeney Finance Director – Operations + Commercialization

Name, Title

10/15/2026

Date

CONTRACT AMENDMENT NO. 2

Date: October 11, 2026
Project: Waller County Precinct 3 Courthouse Annex
Owner: Waller County
Architect: LDDBlueline, LLC

This Added Services Amendment No. 1 (the “Amendment”) is made part of the existing Owner/Architect Agreement (the “Agreement”) between Waller County (“Owner”) and LDDBlueline, LLC (“Architect”) dated September 18, 2024, for the above-referenced Project.

1. Background and Reason for Amendment

The original design and engineering of the Project were developed based on the Owner’s initial direction to connect the building to a public water utility. The Project now requires an on-site water well and associated water supply infrastructure in lieu of that connection. This change affects the previously designed building and site systems, including the fire protection system, detention pond and on-site-septic-system (OSSF) and requires substantial revisions to the coordinated construction documents.

In addition, the on-site water well necessitates a complete redesign and relocation of the previously designed detention pond and on-site septic system, including the septic disposal field, to satisfy required separation distances between the water well and septic facilities and other applicable requirements of the authorities having jurisdiction. These revisions constitute Additional Services beyond the Architect’s original scope of Basic Services.

2. Scope of Additional Services

Upon written authorization, the Architect and its engineering consultants shall provide the following additional design and documentation services:

Water well and infrastructure: Engage a water well engineer to design and document the proposed on-site water well and associated infrastructure and prepare engineered drawings and specifications for incorporation into the Project documents.

Civil and site redesign: Revise the site utility and civil engineering design to accommodate the on-site water well; completely redesign and relocate the detention pond; coordinate site grading, drainage, utility routing, and associated infrastructure affected by the revised site layout.

On-site septic system: Redesign and relocate the on-site septic system, including the septic field, to meet required water well-to-septic separation distances and applicable agency requirements; coordinate with the water well and civil designs.

Building systems revisions: Review and revise affected architectural, structural, mechanical, electrical, and fire protection designs and details to reflect the on-site water

supply and revised site infrastructure, including associated system interfaces and coordination.

Construction document coordination: Update affected drawings, details, schedules, and specifications; coordinate the revised work among the architectural and engineering disciplines and assemble revised construction documents for applicable agency review.

The participating design disciplines include the Architect and the existing civil, on-site septic, structural, mechanical, and electrical engineering consultants, together with the added water well engineer. Fire protection impacts will be addressed through the appropriate participating design disciplines.

3. Compensation for Added Services

For the additional professional design and engineering services described above, the Owner shall compensate the Architect a lump-sum additional fee of $42,500.00. This fee is in addition to compensation under the original Agreement and includes the additional consultant design services identified in Section 2.

4. Method of Payment

The Architect may invoice the Owner for the Additional Services in accordance with the invoicing and payment provisions of the existing Agreement.

5. Scope Changes and Schedule

Services arising from subsequent Owner-directed changes, materially different agency requirements, or work beyond the scope described herein shall require separate written authorization. The parties will coordinate any necessary adjustments to the design and permitting schedule resulting from the additional work.

6. No Other Changes

Except as expressly modified by this Amendment, all terms and conditions of the original Owner/Architect Agreement shall remain unchanged and in full force and effect.

7. Authorization

This Amendment becomes effective upon execution of this document by both Owner and Architect and authorizes the Architect to proceed with the Additional Services described herein.

ARCHITECT LDDBLUELINE, LLC	OWNER WALLER COUNTY
	
Name: Jack Duran, AIA	Name:

Fort Bend Seniors Meals on Wheels

P O Box 1488
Rosenberg, TX 77471

Inv

Date	Invoice #
10/20/2026	4703

Bill To
County of Waller

P.O. No.	Terms	Project
	due in 90 days	2027

Quantity	Description	Rate	Amount
1	For 2027 Use Year - County of Waller	70,000.00	70,000.00

Total $70,000.00