



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



DANNY PIERCE
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
SPECIAL SESSION
MONDAY, JANUARY 25, 2021
9:00 A.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

JIMMY D. HENRY
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizen Input

CONSENT AGENDA

None

DEPARTMENT REPORTS

None

STATUTORY AGENDA

Emergency Management

1. Discuss and take action on COVID-19 Quarantine Guidelines. – Butch Davis

Maintenance

2. Discuss and take action on damaged sprinkler heads in the Common Area of the Walker County Storm Shelter. – Larry Whitener

Auditor

3. Discuss and take action on claims and invoices. – Patricia Allen

Planning and Development

4. Discuss and take action on Michael S. Beverly request for variance to On-Site Sewage Facility Regulations of Walker County regarding Permit Application # 2021-0025. – Andy Isbell

Commissioners Court

5. Discuss and take action on repairs or possible replacement of Chip Spreader. – Commissioner Daugette
6. Discuss and take action on Internet Service provider to JP Office Complex. – Commissioner Daugette
7. Discuss and take action on approving UniFirst Corporation (Vendor #13554) (BuyBoard #587-19) to provide uniform services for RB4. – Commissioner Henry
8. Discuss and take action on Perdue Brandon Trust Property Sale, Resale Deed T0572. – Judge Pierce

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, sub-chapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, sub-chapter D, inclusive of said Texas Government Code, including but not limited to:

- | | |
|------------------------|---|
| Section 551.071 | For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act. |
| Section 551.072 | For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person |
| Section 551.073 | For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open |

Walker County Commissioners Court – Special Session – January 25, 2021 – Agenda (cont'd)

meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

Section 551.076 To discuss the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.086 Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Questions from the media
- Commissioners Court

ADJOURN

On this 22nd day of January, 2021, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



Danny Pierce, County Judge

I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 22nd day of January, 2021, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

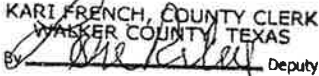
Dated this 22nd day of January, 2021.



Kari A. French, County Clerk

FILED FOR POSTING
At 8:23 o'clock AM

JAN 22 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By  Deputy

COVID-19 QUARANTINE GUIDELINES FOR WALKER COUNTY EMPLOYEES

- All County employees should follow CDC quarantine and isolation guidelines, which are described below
 - Quarantine keeps someone who might have been exposed to the virus away from others
 - Isolation keeps someone who is infected with the virus away from others, even in their home
- Who Needs to Quarantine:
 - People who have been in close contact with someone who has COVID-19.
 - Close contact means:
 - You were within 6 feet of someone who has COVID-19 for a total of 15 minutes or more
 - You provided care at home to someone who is sick with COVID-19
 - You had direct physical contact with the person (hugged or kissed them)
 - You shared eating or drinking utensils
 - They sneezed, coughed or somehow got respiratory droplets on you
 - Steps to take include:
 - Stay home for 14 days after your last contact with a person who has COVID-19
 - Watch for fever (100.4°F), cough, shortness of breath, or other symptoms of COVID-19
 - If possible, stay away from others, especially people who are at high risk for getting very sick from COVID-19
 - After stopping quarantine
 - Watch for symptoms until 14 days after exposure
 - If you have symptoms, immediately self-isolate
 - Wear a mask, stay at least 6 feet from others, wash your hands, avoid crowds
 - Options to reduce quarantine if approved by the local health authority
 - After day 10 of exposure without testing
 - After day 7 after receiving a negative test result (test must occur on day 5 or later)
- Who Needs to Isolate:
 - People who have symptoms of Covid-19 and are able to recover at home
 - People who don't have symptoms but have tested positive for Covid-19

Approved this _____ day of _____, 2021

Danny Pierce
County Judge

Danny Kuykendall
Commissioner Pct. 1

Ronnie White
Commissioner Pct. 2

Bill Daugette
Commissioner Pct. 3

Jimmy D. Henry
Commissioner Pct. 4

Attest: Kari A. French
County Clerk

Employee Emergency Paid Leave Request

Families First Coronavirus Response Act

I am seeking emergency paid sick leave for one of the following reasons (**check one**):

☐ **1.** I am subject to a government quarantine declared by: _____
(name of a governmental agency); or

☐ **2.** I have been advised by _____ (name of your healthcare provider) to self-quarantine for _____ days beginning on _____, 2020; or

☐ **3.** I am experiencing one of more of these symptoms:

- Coughing; or
- Fever of 100.4° or higher; or
- Sore throat; or
- Chills; or
- Shortness of breath

and I am consulting with a healthcare provider for a diagnosis (name of healthcare provider you have or will consult: _____); or

☐ **4.** I am caring for an individual subject to quarantine or self-quarantine as advised by that individual's healthcare provider. Name of individual you are caring for: _____
Nature of relationship with that individual: _____; or

☐ **5.** I am unable to work because I am caring for my child(ren) under 18 during a closure of a school or childcare provider. Name of school or childcare provider: _____
and date it closed: _____; or

☐ **6.** I am experiencing another condition that is substantially similar to COVID-19.

I understand that emergency paid sick leave is available only for one of the six reasons listed above and only for a **total of 80 hours (if I am a full-time employee) or my average hours over a two-week period of work (if I am a part-time employee)**.

I also understand that I will be paid my normal hourly rate if I am requesting sick leave for one of the first three reasons listed above. If I have checked one of the final three reasons listed above, I understand that I will be paid at a rate of 2/3 of my normal hourly rate. I also understand that there are daily and total compensation caps on these amounts that I will be paid for emergency paid sick leave.

I also understand that this emergency paid sick leave is granted to me in addition to any accrued but unused paid leave available to me under this county's paid time off policies and that it is my choice of when to use that paid leave granted by county policy.

I understand that my County will not retaliate against me for using this emergency paid sick leave and won't discriminate, discipline or discharge me in connection with this emergency paid sick leave.

Employee Signature and Print Name

Date



[Sister Company of APi NSG]

[Lead Contract Holder]

Contract #: 031517-API

January 21, 2021

Quote #: G-3319

Attention: Larry Whitener
Walker County Maintenance
344 State Highway 75 N
Huntsville, TX 77320

Regarding: Sprinkler Repairs

APi National Service Group and American Fire Protection Group are pleased to present the following scope of work and proposal for the referenced property. All work will be performed in accordance with NFPA as well as state and the local authority having jurisdiction.

Scope of Work:

Replace (1) 175 1/2 inch pendant sprinkler head and chrome 401 and recharge and test antifreeze in system, also doing backflow test on system

Technician Labor: \$1,800.00

Open Market Items | Other Direct Costs:

- **Finished Goods: \$2,735.46**

Total: \$4,535.46

Unless specifically directed through specifications or written directions, the basis for our bid, the proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice.

Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (APi National Service Group, Inc.) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.

PAYMENT

Payment is to be made monthly as the work progresses to the value of 100 (%) percent of all work complete and material on job site. The entire amount of the contract to be paid within 30 days after completion. NOTE: This proposal may be withdrawn by us if not accepted within 30 days.





[Sister Company of Api NSG]

[Lead Contract Holder]

Contract #: 031517-API

TERMS AND CONDITIONS

THE PROPOSAL, TOGETHER WITH THESE TERMS AND CONDITIONS, CONSTITUTE THE ENTIRE AGREEMENT ("AGREEMENT") OF THE PARTIES.

1. CUSTOMER SPECIFICALLY AGREES TO ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ALL DAMAGES OR INJURY TO CUSTOMER, ALL PERSONS, WHETHER EMPLOYEES, OCCUPANTS, VISITORS, OR OTHERWISE, AND TO ALL PROPERTY, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER RELATING TO OR CONNECTED WITH, THE EXECUTION OF THE COMPANY'S WORK PROVIDED FOR IN THIS PROPOSAL, AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, IRRESPECTIVE OF WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES. THE CUSTOMER, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE COMPANY, ITS AGENTS AND EMPLOYEES FROM ALL SUCH CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLAIMS AND LIABILITIES FOR WHICH THE COMPANY MAY BE OR MAY BE CLAIMED TO BE LIABLE ARISING OUT OF THE COMPANY'S NEGLIGENT WORK, ACTS, SERVICES, OR OMISSIONS, OR ANY CLAIMED BREACH OF THIS AGREEMENT BY COMPANY. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS, AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND UPON REQUEST, PROVIDE COMPANY EVIDENCE THEREOF.

2. CUSTOMER AGREES TO RELEASE COMPANY AND WAIVE SUBROGATION AGAINST COMPANY FROM ANY AND ALL CLAIMS COVERED UNDER SUCH INSURANCE POLICIES.

3. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES.

CUSTOMER AGREES TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS, TO A MAXIMUM OF \$ 5,000.00 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTORS OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION APPLIES TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS BUT ONLY TO THE EXTENT PERMITTED BY LAW.

4. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.

5. THIS QUOTATION INFORMATION IS PROPRIETARY AND MAY NOT BE COPIED OR RELEASED OTHER THAN FOR THE EXPRESS PURPOSE OF THE CURRENT SYSTEM SELECTION AND PURCHASE. THIS INFORMATION MAY NOT BE GIVEN TO OUTSIDE PARTIES OR USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN CONSENT FROM API NATIONAL SERVICE GROUP.

PURCHASE ORDERS

In order to remain compliant with the Sourcewell contract, please name all purchase orders to:

APi National Service Group
1200 Old Highway 8 NW
New Brighton, MN 55112

PLEASE **SEND** ALL PURCHASE ORDERS TO: co-ops@api-nsg.us

ACCEPTANCE OF PROPOSAL

Please sign and return one copy of this agreement to our office and retain one copy for your records. The proposal is to be emailed to co-ops@api-nsg.us. If you have any questions regarding the proposed services, please do not hesitate to **contact Dav Huynh at (888) 274-8595**.

The above proposal is accepted this _____ day of _____, 2019.

By _____ Print Name _____







Walker County
Claims and Invoices Submitted for Payment

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| Invoice | Invoice Date | PO | Description | Voucher | Amount |
|---|--------------|----|---|-------------------------------|----------|
| 101 - 10000 - Balance Sheet Accounts | | | | | |
| 101.23010.10000 - CivilQtrLine 1 - Birth and Death Certificates | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 925.56 |
| CivilQtrLine 1 - Birth and Death Certificates Total | | | | | 925.56 |
| 101.23020.10000 - CivilQtrLine 2 -Marriage License Fees | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 3,060.00 |
| CivilQtrLine 2 -Marriage License Fees Total | | | | | 3,060.00 |
| 101.23030.10000 - CivilQtrLine 3 - Declaration of Informal Marriage | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 87.50 |
| CivilQtrLine 3 - Declaration of Informal Marriage Total | | | | | 87.50 |
| 101.23040.10000 - CivilQtrLine 4 - Nondisclosure Fees | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 56.00 |
| CivilQtrLine 4 - Nondisclosure Fees Total | | | | | 56.00 |
| 101.23070.10000 - CivilQtrLine 6 - Justice Court Filing Fees | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 1,755.60 |
| CivilQtrLine 6 - Justice Court Filing Fees Total | | | | | 1,755.60 |
| 101.23080.10000 - CivilQtrLine 8a - CCL Indigent Legal | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 1,145.56 |
| CivilQtrLine 8a - CCL Indigent Legal Total | | | | | 1,145.56 |
| 101.23085.10000 - CivilQtrLine 8b - CCL Judicial Filing Fees | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 5,556.15 |
| CivilQtrLine 8b - CCL Judicial Filing Fees Total | | | | | 5,556.15 |
| 101.23090.10000 - CivilQtrLine 9a - County Judge Indigent Legal Fees | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 95.00 |
| CivilQtrLine 9a - County Judge Indigent Legal Fees Total | | | | | 95.00 |
| 101.23095.10000 - CivilQtrLine 9b - County Judge Judicial Fund | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 400.00 |



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| Invoice | Invoice Date | PO | Description | Voucher | Amount |
|--|--------------|----|---|---------------|-----------|
| 101 - 10000 - Balance Sheet Accounts | | | | | |
| | | | CivilQtrLine 9b - County Judge Judicial Fund Total | | 400.00 |
| 101.23100.10000 - CivilQtrLine 10a - District Clerk Divorce/Family Law | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 313.25 |
| | | | CivilQtrLine 10a - District Clerk Divorce/Family Law Total | | 313.25 |
| 101.23105.10000 - CivilQtrLine 10b - District Clerk Other than Family | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 4,283.22 |
| | | | CivilQtrLine 10b - District Clerk Other than Family Total | | 4,283.22 |
| 101.23106.10000 - CivilQtrLine 10c - District Clerk Indigent Legal Services | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 942.40 |
| | | | CivilQtrLine 10c - District Clerk Indigent Legal Services Total | | 942.40 |
| 101.23110.10000 - CivilQtrLine 11 - Judicial Support Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 9,899.18 |
| | | | CivilQtrLine 11 - Judicial Support Fee Total | | 9,899.18 |
| 101.23111.10000 - CivilQtrLine12 JPs 51.971 Training Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 1,540.00 |
| | | | CivilQtrLine12 JPs 51.971 Training Fee Total | | 1,540.00 |
| 101.23112.10000 - CivilQtrLine12 C&D 51.971 Training Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Civil.02/01/21 | 1/19/2021 | | State Civil Costs and Fees. Q4 12/31/20 | APIV-00090682 | 1,045.45 |
| | | | CivilQtrLine12 C&D 51.971 Training Fee Total | | 1,045.45 |
| 101.23940.10000 - Civil/Probate Electronic Filing Fee Due State | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| EFS.02/01/21 | 1/19/2021 | | Electronic Filing System.Q4 end 12/31/21 | APIV-00090684 | 11,100.14 |
| | | | Civil/Probate Electronic Filing Fee Due State Total | | 11,100.14 |
| 101.24010.10000 - CriminalQtrLine 1 - Consolidated Costs | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 55,701.31 |
| | | | CriminalQtrLine 1 - Consolidated Costs Total | | 55,701.31 |



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| 101 - 10000 - Balance Sheet Accounts | | | | | |
| 101.24060.10000 - CriminalQtrLine 6 - Bail Bond Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 5,697.00 |
| CriminalQtrLine 6 - Bail Bond Fee Total | | | | | 5,697.00 |
| 101.24070.10000 - CriminalQtrLine 7 - DNA Testing Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 52.11 |
| CriminalQtrLine 7 - DNA Testing Fee Total | | | | | 52.11 |
| 101.24080.10000 - CriminalQtrLine 8 - DNA Testing Fee Community Supervision | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 71.23 |
| CriminalQtrLine 8 - DNA Testing Fee Community Supervision Total | | | | | 71.23 |
| 101.24100.10000 - CriminalQtrLine 10 - EMS Trauma Fund | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 1,323.81 |
| CriminalQtrLine 10 - EMS Trauma Fund Total | | | | | 1,323.81 |
| 101.24120.10000 - CriminalQtrLine 12 - Jury Reimbursement Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 566.36 |
| CriminalQtrLine 12 - Jury Reimbursement Fee Total | | | | | 566.36 |
| 101.24130.10000 - CriminalQtrLine 13 - Indigent Defense Fund | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 328.12 |
| CriminalQtrLine 13 - Indigent Defense Fund Total | | | | | 328.12 |
| 101.24140.10000 - CriminalQtrLine 14 - Moving Violation Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 3.81 |
| CriminalQtrLine 14 - Moving Violation Fee Total | | | | | 3.81 |
| 101.24150.10000 - CriminalQtrLine 15 - State Traffic Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 25,581.20 |
| Invoice Total | | | | | 25,581.20 |
| CriminalQtrLine 15 - State Traffic Fee Total | | | | | 25,581.20 |
| 101.24160.10000 - CriminalQtrLine 16 - Peace Officer Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 862.94 |



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| Invoice | Invoice Date | PO | Description | Voucher | Amount |
|--|--------------|----|---|---------------|-------------------|
| 101 - 10000 - Balance Sheet Accounts | | | | | |
| | | | CriminalQtrLine 16 - Peace Officer Fee Total | | 862.94 |
| 101.24170.10000 - CriminalQtrLine 17 - Failure to Appear Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 2,919.51 |
| | | | CriminalQtrLine 17 - Failure to Appear Fee Total | | 2,919.51 |
| 101.24190.10000 - CriminalQtrLine 19 - Judicial Fund Fee Court at Law | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 55.14 |
| | | | CriminalQtrLine 19 - Judicial Fund Fee Court at Law Total | | 55.14 |
| 101.24200.10000 - CriminalQtrLine 20 - Motor Carrier Weight | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 512.50 |
| | | | CriminalQtrLine 20 - Motor Carrier Weight Total | | 512.50 |
| 101.24210.10000 - CriminalQtrLine 21 - Time Payment Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 424.56 |
| | | | CriminalQtrLine 21 - Time Payment Fee Total | | 424.56 |
| 101.24230.10000 - CriminalQtrLine 23 - Judicial Support Fee | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 1,017.01 |
| | | | CriminalQtrLine 23 - Judicial Support Fee Total | | 1,017.01 |
| 101.24240.10000 - CriminalQtrLine 24 - Truancy PreventionDiversio | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Criminal.02/01/21 | 1/19/2021 | | Criminal Costs and Fees.Q4 end 12/31/20 | APIV-00090683 | 240.50 |
| | | | CriminalQtrLine 24 - Truancy PreventionDiversio Total | | 240.50 |
| 101.24910.10000 - Drug Court Fee Due to State | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| Specialty.02/01/21 | 1/19/2021 | | Specialty Court Programs.Q4 12/31/20 | APIV-00090685 | 701.28 |
| | | | Drug Court Fee Due to State Total | | 701.28 |
| 101.24940.10000 - Criminal Electronic Filing Fee Due State | | | | | |
| 10165 - Texas State Comptroller-DNP | | | | | |
| EFS.02/01/21 | 1/19/2021 | | Electronic Filing System.Q4 end 12/31/21 | APIV-00090684 | 92.89 |
| | | | Criminal Electronic Filing Fee Due State Total | | 92.89 |
| Balance Sheet Accounts Total | | | | | 138,356.29 |
| Report Total | | | | | 138,356.29 |



Walker County
Claims and Invoices Submitted for Payment

1/20/2021 1:56:01 PM

Page 5 of 5

| Invoice | Invoice Date | PO | Description | Voucher | Amount |
|---------|--------------|----|-------------|---------|--------|
|---------|--------------|----|-------------|---------|--------|

VARIANCE REQUEST TO ON-SITE SEWAGE FACILITY REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

| SECTION A - PROPERTY INFORMATION | | FOR COUNTY USE ONLY |
|--|---|--------------------------|
| A1. Property Owner's Name <u>MICHAEL S. BEVERLY</u> | Application Number: <u>2021-0025</u> | |
| A2. Building/Site Street Address <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div> | Date of Submittal: <u>1-19-2021</u> | |
| City <u>HUNTSVILLE</u> | State <u>TEXAS</u> | ZIP Code <u>77340</u> |
| A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) <u>LOT 12, BLOCK 6, SECTION 2, WATSON LAKES SUBDV.</u> <u>ISSAC MCGARY SURVEY.</u> | | |
| <p>THE ABOVE NAMED PERMIT APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE CONDITIONS OF PERMIT APPROVAL, REGULATORY REQUIREMENTS, AND/OR CONSTRUCTION STANDARDS REQUIRED BY THE WALKER COUNTY ON-SITE SEWAGE FACILITY REGULATIONS.</p> | | |
| SECTION B - OTHER VARIANCE (All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply) | | |
| B1. A Variance is requested to Section(s) <u>285-3(a)</u> of the On-site Sewage Facility Regulations of Walker County, Texas and / or TAC 30, Chapter 285 as follows: <u>GRANDFATHER CONTINUED USE OF 1982 SEPTIC SYSTEM.</u> <u>285.32(b)(D), (E) Lid is not approved material or construction</u> <u>(will be replaced upon failure of current lid)</u> | | |
| SECTION C - JUSTIFICATION AND PRESENTATION OF FACTORS EFFECTING VARIANCE (This section must be completed by a Registered Sanitarian or Engineer.) | | |
| C1. Is the variance being requested for a new on-site sewage facility, or for the modification of an existing OSSF? New _____ Existing <u>✓</u> <u>(1982)</u> | | |
| C2. Has the proposed OSSF been installed prior to the request for or approval of a variance? Yes _____ Existing <u>✓</u> <u>(1982)</u> | | |

Initial _____

C3. Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E"):

*Original System installed 1982, Property sold 2003
Modifications 2012.*

C4. In the opinion of the below signed Registered Sanitarian or Registered Engineer responsible for the preparation of the planning materials that include the variance, will the on-site wastewater facility including the variant methods or installation measures requested provide conditions that will provide equivalent or greater protection of the public health and the environment by variant means?

Yes ☒

No ☐

Equivalent Protection

Please explain below:

Original System installed 1982, for 4 BR disposal. Modification in 2012 Reduces effluent to 2 BR with water saving devices. Pond setback OK property setback OK. No sign of surfacing effluent existing single tank not malfunctioning.

C5. Is the OSSF for which the variance is being requested being installed on an existing small lot or tract created before January 1, 1998?

Yes ☒

No ☐

C6. Is the variance being requested for a separation distance?

Yes ☐

No ☒

If the answer to question C6 is "Yes", then does the below signed Sanitarian or Engineer certify that to the best of his/her knowledge and ability that the provisions of TAC 30, Chapter 285 **cannot** be met on the site without the grant of a variance?

Yes ☒

No ☐

CERTIFICATION OF REGISTERED SANITARIAN OR ENGINEER

I, the below signed Engineer / Sanitarian do hereby certify that I have reviewed the planning materials and plans for the subject on-site sewage facility and have answered the questions in Section C to the best of my ability and in conformance with standard principles and practices. I further understand that my professional opinion may be relied upon for the issuance of a variance to the local order pertaining to on-site sewage facilities as it relates to equivalent protection of public health and safety and the environment, and a license to operate a system under said regulations.

Signature of Sanitarian/Engineer

Edgar B. Bolch R.S.

Date

1/16/2021

Printed Name of Sanitarian/Engineer

Edgar B Bolch

License #

RS. 2552

(Seal)

Edgar B. Bolch
1/16/21

Initial EB

NOTICE

ALL INSTALLATION AND OPERATION OF THE ON-SITE SEWAGE FACILITY AND/OR ASSOCIATED DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE VARIANCES STATED HEREIN AND OTHER CONDITIONS STATED ON THE DEVELOPMENT PERMIT. ANY VARIATION WILL RESULT IN IMMEDIATE SUSPENSION OR TERMINATION OF THIS VARIANCE AND THE LICENSE TO OPERATE THE ON-SITE SEWAGE FACILITY. FLAGRANT VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY RESULT IN THE COMMISSIONER'S COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.

WARNING

THE GRANTING OF A VARIANCE IS LIMITED TO THE PERMITTING STANDARDS AND LOCAL REGULATORY STANDARD ONLY. THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE HEALTH OF OCCUPANTS OR NEARBY PROPERTIES OR PROPERTY OWNERS, AND COMPLIES WITH ALL OTHER MINIMUM LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE NOT LIABLE FOR DAMAGES OR INJURIES RESULTING FROM A PERMIT FOR WHICH THIS VARIANCE IS GRANTED.

I, MICHAEL S. BEVERLY, do hereby acknowledge that I have reviewed the provisions, warnings, notices, and disclaimers stated above and that I understand them agree with them and intend to comply fully with them. I am fully aware that Walker County is not liable for damages resulting from the use of the on-site sewage facility or regulatory variance as approved for my property or facility. I further accept full responsibility for the risks, if any, associated with this variance. I also certify that the facts presented in this application are true, and that in the event I sell this property or structure in the future, that I will give notice of the variance to the purchaser prior to sale.

Signature of Owner/Applicant

Michael S. Beverly

Date

1-16-2021

SECTION D – ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reasons for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of Section 13 as outlined in the Walker County Order Adopting Rules for On-Site Sewage Facilities to _____ this request for variance.

This variance will expire in 12 months if the related license to operate is not issued prior to that date.

Commissioner's Court Signature

Printed Name

Date

January 18, 2020

Walker County Department of Planning and Development

Re: New Metal Building Construction and Changes to an Existing Structure

Whippoorwill Dr. Huntsville, Texas 77340

Watson Lake – Section 2, Block 6, lot 12. Isaac McGary Survey

Dear Mr. Isabell,

I am humbly requesting a "retroactive permit" at this time for the completed construction of a Pre-Manufactured Metal Building that replaced three other out buildings (Tin Barn, Metal Carport and Metal Shed) at the above address and a "retroactive permit" for Alteration of a small Existing Cabin. Included is the Permit Application, alteration form, variance request to OSSF regulations, permitting specifications from the manufacturer, diagram / depiction of the building and concrete foundation, remodel plans for the structure alteration and letter from Edgar Bolce, Registered Sanitarian.

I purchased the above tract of land in 2012 after retiring from 25 years of service in the USAF to use as a Weekend / Hunting Get-Away. There was a 3-2 Mobile Home with an enclosed finished addition and porch on the front and a large covered deck on the back. Also, there was a small 1-1 Framed Built Cabin on the 1-acre lot. The combined living area of both the Mobile Home and Cabin totaled 1,792 sf.

The combined 4-3 fed into the septic tank system that has been in use, without any issues, since 1982. I removed the Mobile Home and its attached structures from the property and moved the 1-1 Cabin to where the Mobile Home had existed.

I added an additional bedroom and small amount of living area making the Cabin 840 sf with no additional plumbing changes. Again, the tiny cabin is not utilized as a Full-Time residence but only as a Weekend Get-Away / Hunting Cabin.

These changes from 1,792 sf to 840 sf resulted in a significant overall reduction in living area of 952 sf and a significant overall reduction of septic load from 4 bed – 3 baths to 2 bed – 1 bath.

I would like to request, with your consent, a Variance Approval from the Walker County Commissioner's Court regarding Grandfathering a permit for the existing OSSF that has been in use since 1982.

Thank you so much for your guidance and assistance in this process.

Respectfully,



Michael S. Beverly, SMSgt. USAF, Ret.

Key Points for Approval of Variance

1. Total Living area from 2012 to 2020 was reduced from 1,792 SF to 840 SF. A reduction of 952 SF.
2. 4 Bedrooms - 3 Bath in 2012 reduced to 2 Bedrooms - 1 Bath in 2020.
3. 2 Kitchens in 2012 reduced to 1 Kitchen in 2020.
4. The Cabin is **not** a full-time residence. It is utilized as a Hunting / Weekend Cabin only.
5. Favorable Sanitarian Inspection

| | | | | | |
|------------------------|--|-------------------|--------------------------|-------------------|---------|
| OWNERSHIP | | LEGAL DESCRIPTION | | ACCT. # | |
| VIDAL JOE A & JACKIE M | | A | TR 12.1 BK 6 LT 12 SEC 2 | 5102-006-0-012,10 | |
| P.O. Box 462 | | B | WATSON LAKE 127D | | |
| NEW WAVERLY Tn | | C | 204044201 MEADOW RIDGE | | |
| 77358-0402 | | D | 16x76MH) on Tr. 12.10 | | |
| | | | | APPRaiser | DATE |
| | | | | RK, SDE | 1-24-94 |
| | | | | JURISDICTIONS | |
| | | | | H/ N/4 W/4 | |



| | | | |
|------------|--|--|--|
| YEAR BUILT | | | |
| | | | |

76
16 M-2 16
76
(12,160)
N94

| IO # | SPTB CODE | CLASS | SQ. FT. | UNIT PRICE | REPLACEMENT COST | PHYS. GOOD | FUNC. DEPR. | ECON. DEPR. | ACTUAL VALUE | % COMPLETE | ADJ. VALUE |
|------|-----------|-------|---------|------------|------------------|------------|-------------|-------------|--------------|------------|------------|
| | A-2 | M-2 | 1,216 | 12150 | 15200 | 80 | | | | | 12,160 |

| IO # | SPTB CODE | ACRES | AREA | MKT. # | UNIT PRICE | ADJ. % | PRODUCTIVITY VALUE | MARKET VALUE | TOT. IMP. VALUE |
|------|-----------|-------|------|--------|------------|--------|--------------------|--------------|-----------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

YES: GSU & SAM HOUSTON? 70875743

pi

183

~~CAMBRIDGE~~
~~BEIGE + BROWN~~

4500

| ACRES | | SCHEDULE # | | | | | | | |
|----------|-----------|------------|------|-------|--------|--------------|------|-----------|--|
| FRONT | DEPTH av. | SQ. FT. | UNIT | TOTAL | + or * | MARKET VALUE | | TAX VALUE | |
| | | | PL | 4,500 | | 700 | LAND | | |
| *REASONS | | | | | | | | | |

| | SQ. FT. | CLASS | UNIT | PRESENT COST | % G. | MARKET VALUE |
|----------|---------|-------|-------|--------------|------|--------------|
| HEATED | 1064 | m | 1440 | 15321 | 90% | 13790 |
| UNHEATED | | | | | | |
| E | | | | | | |
| X | | | | | | |
| T | | | | | | |
| R | | | | | | |
| A | | | | | | |
| | | | TOTAL | | | 13790 |
| | | | IMPS. | | | |

1. Fireplace
2. Bath
3. Driveway
4. Walks
5. Duplex
6. Fence
7. W/S
- 8.

Vidal V199/762 7-93

10/15/23 T & P

| | | |
|-------|-------|-----------|
| | | TAX VALUE |
| 13790 | IMP. | |
| 18240 | TOTAL | |
| | PERS | |

BUYBOARD 597-19

A. Base Price: \$ **\$ 277,200.00**

[illegible]

| | |
|---------------------------------------|---------------------|
| Total of B. Published Options: | \$ 87,400.00 |
|---------------------------------------|---------------------|

| Options | Bid Price | Options | Bid Price |
|---------|-----------|---------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|-------|
| Total of C. Unpublished Options: | \$ -- |
|---|-------|

| | | |
|-------------------------------------|---------------------|---------------|
| D. Contract Price Adjustment | Discount: 6% | (\$21,876.00) |
|-------------------------------------|---------------------|---------------|

| | |
|----------------------------|------------|
| E. Freight Charges: | \$3,700.00 |
|----------------------------|------------|

| | |
|--|----------------------|
| F. Total of A + B + C + D + E = F | \$ 346,424.00 |
|--|----------------------|

| | | |
|----------------------------|----------------|----------------------|
| G. Quantity Ordered | 1 x F = | \$ 346,424.00 |
|----------------------------|----------------|----------------------|

| | | |
|---|----------|------------|
| H. Non-Equipment Charges & Credits | P. D. I. | \$1,053.00 |
|---|----------|------------|

I. TOTAL PURCHASE PRICE **\$ 347,477.00**

Prestige Tower Services, LLC
P.O. Box 1616
Huntsville Texas 77342
U.S.A

ESTIMATE
EST-000009

Bill To
Walker County

Estimate Date : 21 Jan 2021

| # | Item & Description | Qty | Rate | Amount |
|---|---|------|-----------|-------------|
| 1 | 105' Guyed tower Including PTP connection from main tower. | 1.00 | 14,500.00 | 14,500.00 |
| | | | Sub Total | 14,500.00 |
| | | | Total | \$14,500.00 |

Notes
Looking forward for your business.

Terms & Conditions
50% deposit due upfront prior to construction. Remaining balance due at completion. This will include installing antenna at Main tower site and also installing antenna at new tower as well.

Tower Location with Guy Wire Anchors



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

COUNTY OF WALKER

§

RESALE DEED

KNOW ALL MEN BY THESE PRESENTS that the WALKER COUNTY, in trust for the use and benefit of itself, WALKER COUNTY HOSPITAL DISTRICT, CITY OF HUNTSVILLE and HUNTSVILLE INDEPENDENT SCHOOL DISTRICT acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of THIRTEEN THOUSAND FIVE HUNDRED SIXTY DOLLARS and 00/100 (\$13,560.00 and other good and valuable consideration, in hand paid by **KENTON WILLIAMS** ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto said Grantee all that certain property acquired by tax foreclosure sale heretofore held, in Cause No. T0572, styled **HUNTSVILLE INDEPENDENT SCHOOL DISTRICT vs. BEATRICE HILL. ET AL**, said property being described as:

TRACT 1: BEING TWO (2) ACRES OF LAND, MORE OR LESS, OUT OF THE EDISON SURVEY, WALKER COUNTY, TEXAS, DESCRIBED IN VOLUME 107, PAGE 318 OF THE DEED RECORDS OF WALKER COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and

- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **her/his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, **her/his** employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her/his** heirs, successors and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **her/his** heirs, successors and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing,

use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **KENTON WILLIAMS, her/his** heirs, successors, beneficiaries, heirs and assigns forever, so that neither the WALKER COUNTY for itself and as trustee for the use and benefit WALKER COUNTY HOSPITAL DISTRICT, CITY OF HUNTSVILLE and HUNTSVILLE INDEPENDENT SCHOOL DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

IN TESTIMONY WHEREOF, the undersigned have caused these presents to be executed this _____ day of _____, 2020.

Walker County

By: _____
Danny Pierce, County Judge, Walker County

THE STATE OF TEXAS X

COUNTY OF WALKER X

BEFORE ME, the undersigned authority on this day personally appeared **Danny Pierce, County Judge, Walker County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for
The State of Texas
My commission expires: _____

Grantee: **KENTON WILLIAMS**
1310 OLD PHELPS RD.
HUNTSVILLE, TX 77340

After Recording, Please Return to:
PBFCM, LLP
2040 North Loop 336 West, Suite 320
Conroe, TX 77304