



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
TUESDAY, FEBRUARY 9, 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

Sheriff Department

1. Discuss and take action on corrected 2020 State Racial Profiling Report. – Captain Whitecotton
2. Discuss and take action to approve the transfer of \$6,000 from jail administration unallocated funds to the sheriff's department unallocated funds. – Sheriff McRae

Special Prosecution Unit

3. Discuss and take action on Agreement between SPU and SADA Systems for G Suite Services. – Laura Yosko

Planning and Development

4. Discuss and take action on approval of Revised Plans for Waverly Place, Section One, Plat application P # 2019-023, John Saddler Survey, A-45 (E.T.J. of New Waverly) - FM 1375 W - Pct. 4 – Andy Isbell
5. Discuss and take action on estimated cost of construction for Waverly Place, Section One, Plat application P # 2019-023, John Saddler Survey, A-45 (E.T.J. of New Waverly) - FM 1375 W - Pct. 4 – Andy Isbell
6. Discuss and take action on acceptance of bond for Waverly Place, Section One, Plat application P # 2019-023, John Saddler Survey, A-45 (E.T.J. of New Waverly) - FM 1375 W - Pct. 4 – Andy Isbell
7. Discuss and take action on Order # 2021-36 Certification of Streets and Roads for Waverly Place Subdivision, Section One - Plat # 2019-023, John Saddler Survey, A-45 (E.T.J. of New Waverly) - FM 1375 W - Pct. 4 – Andy Isbell
8. Discuss and take action on approval of final plat for Waverly Place Subdivision, Section One, Plat application P # 2019-023, John Saddler Survey, A-45 (E.T.J. of New Waverly) - FM 1375 W - Pct. 4 – Andy Isbell
9. Discuss and take action on Infrastructure Development Plan for Huntsville RV Park [P # 2020-007-RV], A.J. Beard Survey, A-67 - SH 19 - Pct. 3 – Andy Isbell

Commissioners Court

10. Discuss and take action on Resolution opposing Senate Bill 234 and House Bill 749. – Commissioner Daugette

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

Walker County Commissioners Court – Special Session – February 9, 2021 – Agenda (cont'd)

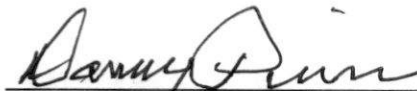
- Section 551.072** For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person
- Section 551.073** For the purpose 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 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 5th day of February, 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 5th day of February, 2021, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 5th day of February, 2021.



Kari A. French, County Clerk

FILED FOR POSTING
At: 5:25 o'clock P M

FEB 05 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By:  Deputy

Racial Profiling Report | Full

Agency Name: WALKER CO. SHERIFF'S OFFICE

Reporting Date: 02/01/2021

TCOLE Agency Number: 471100

Chief Administrator: CLINT R. MCRAE

Agency Contact Information:

Phone: (936) 435-2400

Email: sheriff@co.walker.tx.us

Mailing Address:

717 FM 2821 WEST

HUNTSVILLE, TX 77320

This Agency filed a full report

WALKER CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the WALKER CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the WALKER CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the WALKER CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WALKER CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the WALKER CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WALKER CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Jason Sullivan
Lieutenant

Date: 02/01/2021

Total stops: 2384

Street address or approximate location of the stop

City street	71
US highway	839
County road	338
State highway	1122
Private property or other	14

Was race or ethnicity known prior to stop?

Yes	42
No	2342

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	37
Black	626
White	1380
Hispanic / Latino	341

Gender

Female	780
Alaska Native / American Indian	0
Asian / Pacific Islander	12
Black	227
White	457
Hispanic / Latino	84
Male	1604
Alaska Native / American Indian	0
Asian / Pacific Islander	25
Black	399
White	923
Hispanic / Latino	257

Reason for stop?

Violation of law	50
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	16
White	25

Hispanic / Latino	8
Preexisting knowledge	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	4
Hispanic / Latino	0
Moving traffic violation	852
Alaska Native / American Indian	0
Asian / Pacific Islander	20
Black	205
White	477
Hispanic / Latino	150
Vehicle traffic violation	1476
Alaska Native / American Indian	0
Asian / Pacific Islander	17
Black	386
White	875
Hispanic / Latino	198
Was a search conducted?	
Yes	465
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	124
White	264
Hispanic / Latino	73
No	1919
Alaska Native / American Indian	0
Asian / Pacific Islander	33
Black	502
White	1117
Hispanic / Latino	267
Reason for Search?	
Consent	252
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	43
White	166

Hispanic / Latino	39		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	196		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	70		
White	96		
Hispanic / Latino	30		
Inventory	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	4		
Hispanic / Latino	3		
Incident to arrest	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	3		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	116	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	1	Yes 1	No 0
Black	32	Yes 6	No 26
White	63	Yes 16	No 47
Hispanic / Latino	20	Yes 6	No 14
No	353		
Alaska Native / American Indian	0		
Asian / Pacific Islander	3		
Black	85		
White	204		
Hispanic / Latino	52		

Description of contraband

Drugs	82
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	24
White	49
Hispanic / Latino	9
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	22
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	6
Hispanic / Latino	7
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	10
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	4
Hispanic / Latino	5

Result of the stop

Verbal warning	0
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	2259
Alaska Native / American Indian	0
Asian / Pacific Islander	33
Black	586
White	1320
Hispanic / Latino	320
Citation	52
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	18
White	22
Hispanic / Latino	8
Written warning and arrest	21
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	12
White	8
Hispanic / Latino	0
Citation and arrest	41
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	27
Hispanic / Latino	6
Arrest	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	4
Hispanic / Latino	5
Arrest based on	
Violation of Penal Code	36
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	6
White	23
Hispanic / Latino	6
Violation of Traffic Law	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	16
Hispanic / Latino	4
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	2384
Alaska Native / American Indian	0
Asian / Pacific Islander	37
Black	626
White	1380
Hispanic / Latino	341

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement

SADA Systems, Inc.

G SUITE CUSTOMER AGREEMENT

This **G SUITE CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of the date the last party executes the G Suite Ordering Document (the "Ordering Document") by electronic or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated by reference herein.

1. SERVICES AND TERMS OF SERVICE

1.1 Provision of Services. This Agreement establishes the terms under which SADA, as an authorized reseller of Google LLC ("Google"), will provide Customer with access to the G Suite services set forth in the Ordering Document (the "Services") and account activation (any services associated with such account activation, including administrative account setup, order management and placement, technical support services (as described in Section 1.3), and any other services required to administer Customer's account as Google may require, are referred to herein as the "Provisioning Services"). Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.2) govern Customer's use of the Services and the Provisioning Services, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

1.2 Google Terms of Service. The Services will be provided by Google. The Google TOS will govern Customer's access to and use of the Services. For purposes of this Agreement, the "Google TOS" means those terms of service that govern use of the Services and that must be entered into directly between Google and Customer prior to Customer's first log in to the Services, via acceptance by Customer when presented by Google online. The Google TOS can be viewed at https://gsuite.google.com/intl/en/terms/reseller_premier_terms.html (or such other URL as Google may provide). Customer understands and agrees that Customer will be required to accept the Google TOS, without alteration or amendment, before accessing or using the Services. Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for performance of the Services, other than as set forth in this Agreement.

1.3 Support. Customer will respond to questions and complaints from Customer's End Users or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve. Customer hereby authorizes SADA to submit Customer support issues to Google on behalf of Customer, in connection with which, Customer hereby agrees and consents that SADA may disclose any Customer Information to Google as reasonably required for Google to provide technical support to SADA in connection such Customer support issues. Any Customer Information so disclosed will be used by Google in accordance with the Google TOS, including applicable confidentiality, data processing and security terms. SADA will not otherwise disclose Customer Information to Google. Customer may also escalate support requests to Google in accordance with Google's applicable TSS Guidelines. Google will only provide customer support directly to Customer as set out in the Google TOS.

For purposes of this Agreement, “Customer Information” means: (A) any data received by SADA from, or maintained by SADA on behalf of Customer, its Affiliates and/or its End Users in connection with the resale of the Services and/or supply of Provisioning Services, including any Personally Identifiable Information and End User passwords; and (B) any Services administrative accounts accessed by SADA in connection with the resale of the Services and/or supply of Provisioning Services, and any passwords for such accounts. “Personally Identifiable Information” includes, without limitation, names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, protected health information, geolocation information, and any other information about individual persons or their use of the Services.

1.4 Service Levels. The Services are governed by the SLA set forth in the Google TOS. If Google fails to comply with the SLA, Customer will be eligible to receive those remedies set out in the Google TOS and must request such remedies directly from SADA. Customer’s sole and exclusive remedy in the event of an SLA breach will be the remedies set forth in the applicable SLA.

1.5 Communications with Google. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA’s authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer’s account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services, provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

2. CUSTOMER OBLIGATIONS.

2.1 Compliance with Law; Compliance with Agreement. Customer will comply with all laws, rules and regulations applicable to its use of the Services. Customer acknowledges and agrees that Customer is responsible for ensuring that it and its End Users use the Services in accordance with the Google TOS.

2.2 Customer Administration of the Services. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account(s) provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer’s employees and SADA’s employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer’s administrative account comply with the Google TOS. Customer acknowledges and agrees that Google is merely a data processor and that neither SADA’s nor Google’s liability extends to the internal management or administration of the Services for Customer.

2.3 Consents. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the Google TOS, as applicable.

2.4 Privacy. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

3. CHARGES AND PAYMENT

3.1 Payment. Customer's use of the Services is subject to payment of the fee(s) set forth in the Ordering Document. Unless otherwise provided in the Ordering Document, Customer will pay for the Services on a full prepaid basis for the Initial Term and each Renewal Term (both as defined in Section 4.1), to the extent applicable. Fees are due 30 days from the invoice date and are non-refundable, except as otherwise provided in the Google TOS. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 30 days prior to the expiration of the then-current term.

3.2 Support Charges. Any support to be provided by SADA under Section 1.2 of this Agreement will be available to Customer on business days between the hours of 6:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours, or which requires either (a) on-site assistance by SADA personnel or (b) escalation to Google will be billed to Customer at an hourly rate of \$295.00, except after-hours support required to resolve Customer's "P1" issues (defined as any defect or outage causing the software or product to be unusable, and/or the unavailability of a major functions, for which SADA is unable to determine an acceptable bypass or work-around), for which SADA's support services shall also be rendered at no additional cost.

3.3 Taxes. Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

3.4 Late Payments. Customer is responsible for all reasonable expenses (including legal fees) incurred by SADA in collecting unpaid or overdue amounts, except where these unpaid or overdue amounts are due to billing inaccuracies attributable to SADA.

4. TERM, TERMINATION, SUSPENSION AND ADDITIONAL END USER ACCOUNTS

4.1 Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in the Ordering Document (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party by providing the other party written notice of non-renewal at least 60 days prior to the end of the then-current term. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. SADA will invoice Customer, and Customer agrees to pay, for the renewal of the Services as set forth in the Ordering Document and Article 3 above.

4.2 Termination. Either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be ten days. Other than as may be provided elsewhere in this Agreement, such termination will be Customer's sole and exclusive remedy in the case of a material breach of this Agreement by SADA. This Agreement will also terminate upon termination of the Google TOS by either Customer or Google.

4.3 Effects of Termination. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease. Unless this Agreement is terminated due to breach by SADA or Google, all payments owed by Customer under this

Agreement are immediately due, including any unpaid fees still owing for the then-current term (regardless of whether such term has been terminated early). Customer's access to Customer Data following termination will be as set forth in the Google TOS.

4.4 Suspension of Services. Without prejudice to SADA's rights under Section 4.2 (Termination), if Customer is in breach of its payment obligations under this Agreement and has failed to cure such breach within ten days of notice from SADA regarding such breach, SADA may suspend Customer's access to the Services until such breach is cured.

4.5 Additional End User Accounts. Customer may increase the number of End User accounts per Customer domain at any time. For End User accounts added during the Initial Term or any Renewal Term, the initial term for such End User accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User accounts by notifying its designated SADA account manager. For each purchase of End User accounts, SADA will issue a quote to Customer. End User accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. The number of End User accounts cannot be reduced during any term, but may be reduced at the next renewal date. In addition, SADA cannot transfer End User Accounts from one Customer domain name to another.

5. CONFIDENTIAL INFORMATION; PASSWORDS

5.1 Confidential Information. The provisions of the Google TOS regarding Confidential Information are incorporated into this Agreement by reference and govern the exchange of Confidential Information between SADA and Customer under this Agreement. The exchange of Confidential Information between Customer and Google is governed by the Google TOS.

5.2 Passwords. For the avoidance of doubt, SADA will only change or reset Customer or End User passwords if and/or as instructed by Customer.

6. PROCESSING OF PERSONAL DATA ON CUSTOMER'S BEHALF

6.1 Non-European Data Protection Legislation. Except to the extent that the European Data Protection Legislation (as defined in Section 6.4) applies to SADA's processing of any personal data on behalf of Customer, SADA will, with respect to any personal data that it processes on Customer's behalf:

- (A) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;
- (B) not process such personal data for any purpose other than the performance of SADA's obligations under this Agreement;
- (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (D) ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;
- (E) not, by any act or omission, place Customer in breach of Non-European Data Protection Legislation (as defined in Section 6.4);

(F) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;

(G) ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.1.

6.2 European Data Protection Legislation. If the European Data Protection Legislation applies to SADA's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), SADA will:

(A) only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless EU or EU Member State law to which SADA is subject requires other processing of such personal data, in which case SADA will inform Customer (unless that law prohibits SADA from doing so on important grounds of public interest);

(B) not process such personal data for any purpose other than for the performance of SADA's obligations under this Agreement;

(C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that data and loss or destruction of, or damage to, such personal data;

(D) ensure that all of SADA's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;

(E) not, by any act or omission, place Customer in breach of the European Data Protection Legislation;

(F) inform Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, such personal data;

(G) obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.2;

(H) taking into account the nature of the processing, assist Customer by appropriate technical and organizational safeguards, insofar as this is possible, for the fulfillment of Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;

(I) assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact

assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to SADA;

(J) at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;

(K) make available to Customer all information necessary to demonstrate SADA's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and

(L) not process, or cause to be processed, such personal data outside the EEA unless SADA adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

6.3 Customer as Controller. Customer agrees that SADA and Google are processors, and Customer is the controller, of any personal data referenced in this Article.

6.4 Definitions. For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (A) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (B) the Federal Data Protection Act of 10 June 1992 (Switzerland); (C) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E (the "GDPR"); and/or (D) any other data protection or privacy legislation in force in the EEA or Switzerland. The term "Non-European Data Protection Legislation" means any applicable data protection and privacy legislation, guidelines and industry standards, other than the European Data Protection Legislation. The terms "processing", "personal data", "processor", and "controller" as used in this Article have the meanings given such terms in the European Data Protection Legislation.

7. INTELLECTUAL PROPERTY RIGHTS. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in and to any of the Intellectual Property Rights belonging to the other party, or the other party's licensors. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Services are the property of the applicable content owner and may be protected by copyright or other applicable laws. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services.

8. DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NONE OF SADA, GOOGLE OR GOOGLE'S LICENSORS AND SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

9. INDEMNIFICATION. The Google TOS includes certain indemnification obligations of Google to Customer. Customer agrees to indemnify SADA against third party claims to the same extent it indemnifies Google under the terms of the Google TOS.

10. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR

PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

11. GENERAL PROVISIONS

11.1 Notices. All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to Customer's address set forth in the Ordering Document in the case of Customer, and in the case of SADA, sent to the attention of SADA's Chief Financial Officer at the address set forth in the preamble to this Agreement. SADA and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

11.2 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that state's choice of law rules. For any litigation that may arise under this Agreement, the parties consent to personal jurisdiction in and the venue (and waive any claim of *forum non conveniens*) of the state and federal courts located in Los Angeles County and Santa Clara County, California. Notwithstanding the foregoing, if the parties have entered into a Master Professional Services Agreement, the parties consent to the personal jurisdiction and venue set forth in the Master Professional Services Agreement with respect to any litigation that may arise under this Agreement.

11.3 Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (A) the assignee agrees in writing to be bound by the terms of this Agreement; (B) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and (C) Customer has notified SADA of the assignment. Any other assignment is void, except with the other party's prior written consent.

11.4 Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

11.5 Third Party Beneficiary. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third-party beneficiaries of this Agreement.

11.6 Independent Contractors; No Agency. SADA, Google and Customer are independent contractors with respect to SADA's resale of the Services, and this Agreement does not create an agency, partnership

or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

11.7 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

11.8 Survival. The following provisions will survive any termination of this Agreement: Section 4.3 (Effects of Termination), Article 5 (Confidential Information; Passwords), Article 6 (Processing of Personal Data on Customer's Behalf), Article 7 (Intellectual Property Rights), Article 8 (Disclaimer), Article 9 (Indemnification), Article 10 (Limitation of Liability), and this Article.

11.9 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. This Section will not, however, apply to Customer's payment obligations under this Agreement.

11.10 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

11.11 Entire Agreement. This Agreement and the Ordering Document(s) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement or the Google TOS.

11.12 Amendment and Waiver. Any amendment must be in writing and expressly state that it is amending this Agreement. If Customer requires a purchase order in connection with its invoice, Customer's purchase order terms and conditions will not apply to or modify this Agreement. No change, waiver or discharge of any term of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

11.13 Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

SADA Systems, Inc.

Google Workspace

Ordering Document

This Google Workspace Ordering Document (the "Ordering Document") and the corresponding Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer: SPU Texas

Address: PO Box 1260 Huntsville, TX 77342

Pricing

Product Description	Price per Month	Term (months)	Quantity	Amount
Google Workspace Business Plus Accounts	\$11.64	36	50	\$20,956.50
Total Contract Price				\$20,956.50

*** All sales taxes, including State sales tax, Local sales tax, Federal Regulatory Assessment Fee, Federal Universal Service Fund and State 911 Fee, which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer. These prices may NOT include applicable taxes, electronic waste recycling fee, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

If Customer is tax exempt, then it is incumbent upon Customer to declare its exemption by initializing here (Customer must initial here if claiming tax exempt status).

Note: Fees, such as Telecom Regulatory Fees, associated with telephony charges stemming from Google Voice licenses (if such licenses are part of this Ordering Document) are not eligible for any exemptions.

**Initial if tax
exempt**

Pricing is valid only if this Ordering Document is executed by the Parties by February 16th, 2021.

Contract Term: 36 months starting from the Effective Date of this Ordering Document.

Invoices and Payment Schedule

Invoice	Invoice Amount
One invoice will be issued immediately upon the execution of this Ordering Document.	\$20,956.50

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Ordering Document will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT in U.S. Dollars.

Bank Information

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT):

Wells Fargo Bank
Swift Code: WFBIUS6
464 California St. San Francisco, CA 94104

Routing Number: 121042882

Bank Account Name: SADA Systems, Inc.

Bank Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting
accounting@sadasystems.com

Customer Information

Accounts Payable Information	
Full Name (required)	Laura Yosko
Phone	
Email Address (required)	LYosko@SpuTexas.org
Technical Administrator Contact Information	
Full Name (required)	Laura Yosko
Phone	
Off Domain Email Address (eg, john.smith@gmail.com or IT123@yahoo.com)	[same as on file]

Email Address (required)	[same as on file]
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Terms and Conditions

1) All terms are as specified in the original Agreement previously executed by and between SADA and Customer.

2) Customer agrees that all licenses will be provisioned on the primary domain, and that the primary domain is accurate as listed here

Please fill in

3) Additional licenses purchased during the Contract Term will be priced at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

4) Payment for additional licenses purchased during the Contract Term will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

SPU Texas

Signature

Signature

Name

Title

Date

Name

Title

Date

RONALD A. YOUNG, P.E.

802 TRAIL LAKE DRIVE

EULESS, TX 76039

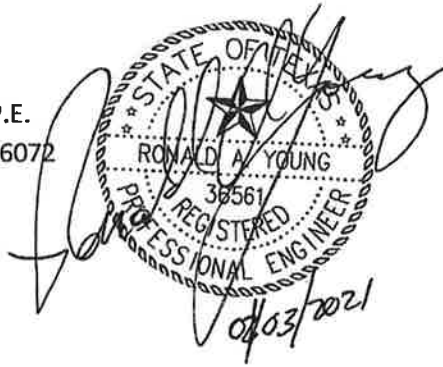
817-875-5478

FIRM NO. F-16072

February 3, 2021

I, Ronald A. Young, P.E. the undersigned Professional Engineer certify that all roads, drainage, and public infrastructure shown on the approved plans titled Waverly Place, Section One and dated 6/15/2020, and amended 2/3/21, have been substantially constructed as designed and in accordance with the requirements of the Walker County Subdivision Regulations and any written variances as granted by the Walker County Commissioners Court.

Ronald A. Young, P.E.
Texas Firm No. F-16072



February 5, 2021

Andrew Isbell
Director of Planning and Development
Walker County, Texas

Re: Waverly Place, Sec. 1

Mr. Isbell,

All punch list items have been completed as per the instructions of your engineer.



James C. Hassell



BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

(936) 441-7833
Bleyl Engineering
100 Nugent Street
Conroe, TX 77301

February 2, 2021

Subject: 90500-408 Walker County-Waverly Place Section 1
January 28, 2021 Walkthrough Punch List

Attendees:

Jose A. Espinoza, P.E., Bleyl Engineering
Steffanie DeLoss, P.E., Bleyl Engineering
Doug Phillips, Bleyl Engineering
Andy Isbell, Walker County
James Hassell, Developer
Ron Young, P.E., Developer's Engineer
Albert Hall, RPLS, P.E., Developer's Surveyor
Lindsey Construction

Punch List Items:

1. Provide As-Built Record Drawings showing all design revisions.
2. Many low areas were observed in the field. The County will accept a note on the plans that assigns the homebuilder with the responsibility of filling the low areas.
3. The steep slopes on Temple Lane ROW near the Luther Dean Lane Intersection (Block 3 Lots 6, 7, & 8 and Block 1 Lots 17, 18, & 19) are eroding. Redress this area until grass is established.
4. Eliminate the water ponding north of the Temple Lane cul-de-sac on the adjacent property. Send a picture of the solution.
5. The swale from Jim Hall Lane that drains to Pond "C" needs to be cleaned up and regraded according to the plan slope and cross-section. The rip rap shall not impede the flow of water.
6. Remove silt from all inlets. Silt was observed at STA 8+00 on Luther Dean Lane.
7. Install ditches from Leila Lane to the creek per the slope and cross-section noted on the plans. Ensure these ditches can drain without erosion or negative impact to the headwalls.
8. The inlets east of Jim Hall Lane (Sheet 34 of plans) need to be uncovered and cleaned out. Install erosion control protection around grates to prevent future silt. Adjust grate elevations as necessary to ensure the area drains but the inlets are not buried in silt.
9. Install all outfall structures on Detention Pond C. Provide a picture of the outfall structures with a measuring tape depicting the size. Establish a vegetative cover.
10. Address the low area north of Detention Pond D to ensure the flow drains to the pond per the plans.
11. Install erosion control (i.e., rip rap, etc.) where the 54" pipe from Jim Hall outfalls into the creek.

WAVERLY PLACE, SECTION ONE
AN ADDITION IN THE E.T.J. OF NEW WAVERLY, TEXAS
WALKER COUNTY, TEXAS

UNIT COSTS PROVIDED BY LINDSEY CONSTRUCTION AND
TXDOT AVG. BID PRICES

RONALD A. YOUNG, P.E.
802 TRAIL LAKE DRIVE
EULESS, TX 76039
(817) 875-5478
TX FIRM NO. F-16072



**CERTIFICATION OF STREETS AND ROADS
WAVERLY PLACE SUBDIVISION, SECTION 1 (2019-023)
ORDER # 2021-36**

The Commissioners Court of Walker County, Texas does hereby grant an order approving/denying the certification of the substantial completion of the regulated infrastructure including streets, roads, and related drainage improvements as approved in the plans for **Waverly Place Subdivision, Section 1 (Application # 2019-023)**. The Commissioners Court has determined the regulated improvements are/are not in substantial compliance with the requirements of the Walker County Subdivision Regulations and/or specific variances granted by Commissioners Court action.

This order is issued in reliance upon and conditioned on, the plans, studies, inspections, and certifications as presented by the applicant and applicant's contractors, including but not limited to James C. Hassell, Ronald A. Young, P.E. , Albert E. Hall, R.P.L.S., and Terracon Consultants, Inc.

This order applies to the review of infrastructure as required and regulated under the Walker County Subdivision Regulations as called for in Section 7.7 of same, and is issued only in relation to the regulatory compliance of said infrastructure. This order is not intended to reflect any certification related to the installation of utilities or other improvements that may have been included in the plans or installed within the subdivision/project outside of the regulated infrastructure. This order does not act to accept the subject facilities into public maintenance.

Attachments: Developer's Certification, Engineer's Certification

STATE OF TEXAS §
COUNTY OF WALKER §

This is to certify that the Commissioner Court of Walker County, Texas has on this **9th day of February, 2021**, approved this.

ROBERT D. PIERCE, County Judge

DANNY KUYKENDALL., Comm. Prec. 1

RONNIE WHITE, Comm. Prec. 2

BILL DAUGETTE, Comm. Prec. 3

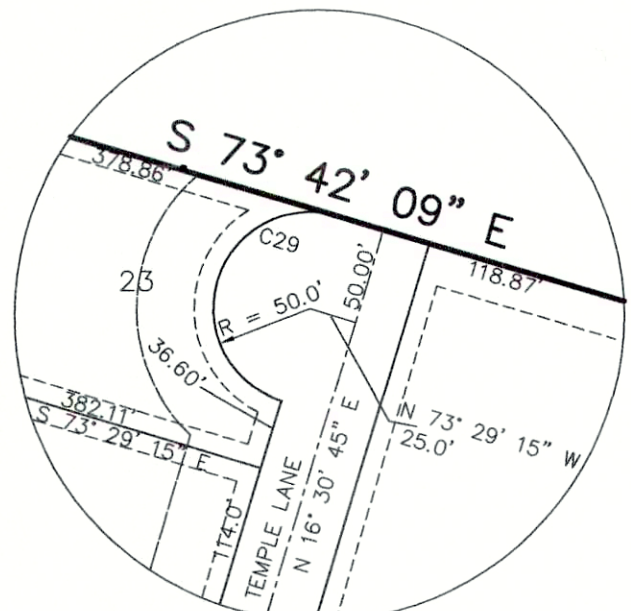
JIMMY D. HENRY, Comm. Prec. 4



CURVE TABLE

CURVE NO.	Δ	RADIUS	LENGTH
C1	120° 00' 00"	50.0'	104.72'
C2	120° 00' 00"	50.0'	104.72'
C3	17° 56' 58"	475.0'	148.01'
C4	68° 52' 15"	175.0'	210.35'
C5	20° 52' 45"	570.0'	207.71'
C6	13° 04' 05"	570.0'	130.0'
C7	07° 48' 40"	570.0'	77.71'
C8	17° 56' 58"	525.0'	164.47'
C9	24° 46' 49"	200.0'	86.48'
C10	25° 48' 24"	275.0'	123.86'
C11	68° 40' 29"	506.0'	606.49'
C12	46° 41' 40"	200.0'	162.99'

CURVE NO.	Δ	RADIUS	LENGTH
C13	57° 30' 40"	880.0'	883.31'
C14	24° 46' 29"	250.0'	108.10'
C15	12° 16' 14"	500.0'	107.08'
C16	37° 43' 44"	500.0'	309.25'
C17	33° 14' 53"	500.0'	290.14'
C18	98° 18' 12"	55.0'	94.36'
C19	33° 27' 47"	200.0'	116.81'
C20	37° 43' 44"	200.0'	131.70'
C21	09° 44' 33"	950.0'	161.54'
C22	18° 06' 30"	950.0'	300.25'
C23	58° 22' 36"	200.0'	203.77'
C24	72° 28' 36"	200.0'	252.99'
C25	180° 00' 00"	50.0'	157.08'
C26	10° 26' 20"	545.0'	99.30'
C27	139° 08' 52"	50.0'	121.43'
C28	98° 45' 57"	50.0'	86.19'
C29	176° 16' 08"	50.0'	153.82'
C30	179° 19' 14"	50.0'	157.67'
C31	05° 10' 55"	545.0'	49.29'
C32	140° 56' 18"	120.0'	295.18'
C33	139° 38' 36"	55.0'	134.05'



SEE PLAT SHEET 4 OF 4 FOR TYPICAL SIZES AND LOCATIONS OF BUILDING LINES AND EASEMENTS

NOTES :

1. THE MINIMUM AREA OF EACH LOT IN THIS SUBDIVISION IS 1.0 ACRE
2. THE AVERAGE LOT WIDTH IS NOT LESS THAN 100' NO RECTANGULAR LOT IS LESS THAN 300' IN DEPTH THE MINIMUM STREET FRONTAGE IN CURVES IS 63'
3. FRONT YARD SETBACK = 40' MINIMUM REAR YARD SETBACK = 20' MINIMUM SIDE YARD SETBACK = 10' MINIMUM
4. THIS PROPERTY LIES ENTIRELY IN AN AREA OF MINIMUM FLOOD HAZARD (ZONE "X") AS SHOWN ON FEMA MAP 48471C0500D DATED AUGUST 16, 2011
5. A 10' UTILITY EASEMENT IS LOCATED ON THE STREET FRONTAGE OF EACH LOT
6. ALL LOT AND BLOCK CORNERS AND ANGLE POINTS SHALL BE MARKED WITH IRON RODS (5/8" x 2' IN LENGTH)
7. ALL MAILBOXES SHALL BE MOVEABLE OR IN CLUSTERS AND PLACED AS TO ALLOW MAINTENANCE OF THE RIGHT-OF-WAY

PLAT OF
WAVERLY PLACE
SECTION ONE

AN ADDITION IN THE E.T.J. OF
THE CITY OF NEW WAVERLY, TEXAS

CONTAINING 7 BLOCKS AND 141 LOTS

A SUBDIVISION CONTAINING 167.9 ACRES OF LAND
BEING OUT OF A CALLED 283.5 ACRE TRACT
AS DESCRIBED IN DEEDS TO JAMES C. HASSELL RECORDED IN
VOLUME 1332, PAGE 237 AND INSTRUMENT NUMBER 44874
OFFICIAL PUBLIC RECORDS, WALKER COUNTY, TEXAS

JOHN SADDLER SURVEY -- ABSTRACT NO. 45
WALKER COUNTY, TEXAS

OWNER / DEVELOPER :

SURVEYOR :

JAMES C. HASSELL
2025 EAGLE VIEW DRIVE
NAVASOTA, TEXAS 77868
(713) 254-2571

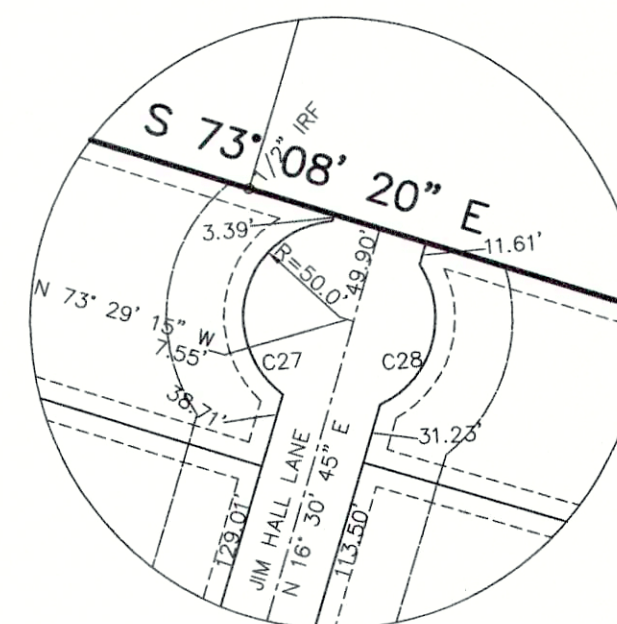
ALBERT E. HALL, P.E., RPLS
P. O. BOX 66
WORTHAM, TEXAS 76693
(817) 229-5366

SCALE : 1" = 200'

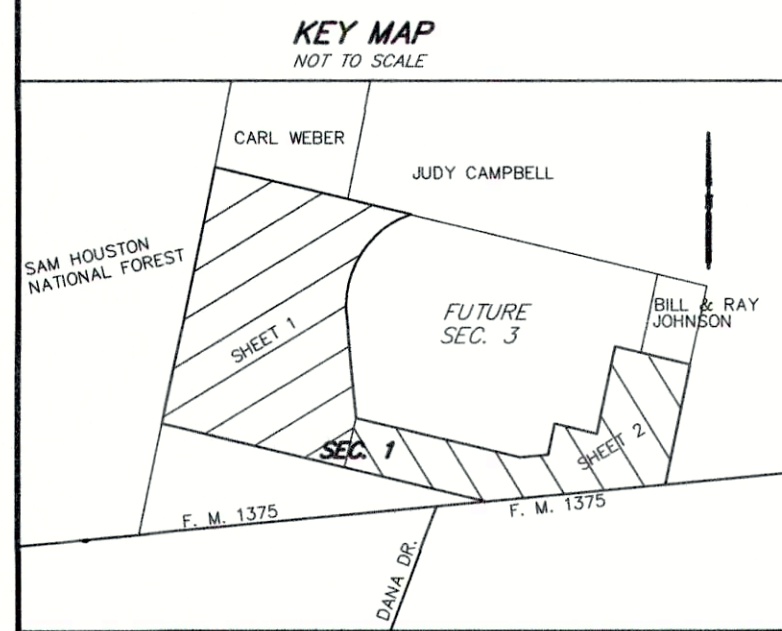
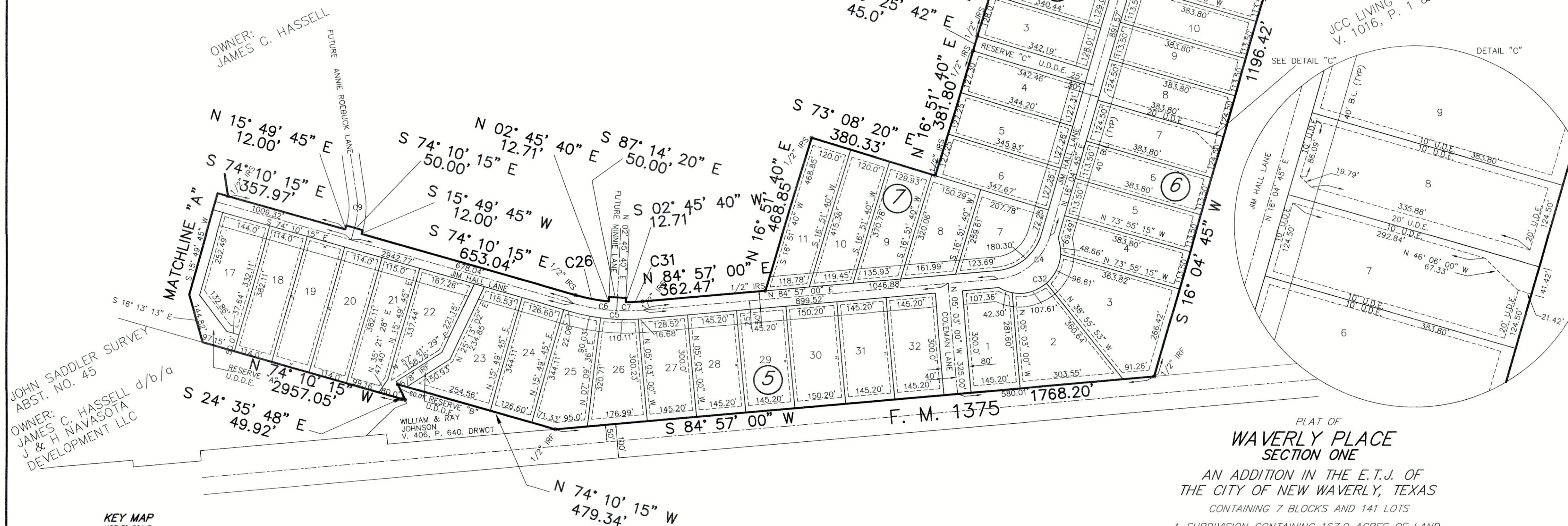
MAY, 2020

SHEET 1 OF 4

CURVE NO.	Δ	RADIUS	LENGTH	CURVE NO.	Δ	RADIUS	LENGTH
C1	120° 00' 00"	50.0'	104.72'	C13	57° 30' 40"	880.0'	883.31'
C2	120° 00' 00"	50.0'	104.72'	C14	24° 46' 29"	250.0'	108.10'
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				C29	176° 16' 08"	50.0'	153.82'
				C30	179° 19' 14"	50.0'	157.67'
				C31	05° 10' 55"	545.0'	49.29'
				C32	140° 56' 18"	120.0'	295.18'



OWNER:
JAMES C. HASSELL



NOTES :

1. THE MINIMUM AREA OF EACH LOT IN THIS SUBDIVISION IS 1.0 ACRE
2. THE AVERAGE LOT WIDTH IS NOT LESS THAN 100' NO RECTANGULAR LOT IS LESS THAN 300' IN DEPTH THE MINIMUM STREET FRONTAGE IN CURVES IS 63'
3. FRONT YARD SETBACK = 40' MINIMUM REAR YARD SETBACK = 20' MINIMUM SIDE YARD SETBACK = 10' MINIMUM
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5. A 10' UTILITY EASEMENT IS LOCATED ON THE STREET FRONTAGE OF EACH LOT
6. ALL LOT AND BLOCK CORNERS AND ANGLE POINTS SHALL BE MARKED WITH IRON RODS (5/8" x 2' IN LENGTH)
7. ALL MAILBOXES SHALL BE MOVEABLE OR IN CLUSTERS AND PLACED AS TO ALLOW MAINTENANCE OF THE RIGHT-OF-WAY

OWNER / DEVELOPER :

JAMES C. HASSELL
2025 EAGLE VIEW DRIVE
NAVASOTA, TEXAS 77868
(713) 254-2571

SURVEYOR :

ALBERT E. HALL, P.E., RPLS
P. O. BOX 66
WORTHAM, TEXAS 76693
(817) 229-5366

SCALE : 1" = 200'

MAY, 2020

SHEET 2 OF 4

OWNER'S CERTIFICATE

STATE OF TEXAS :
COUNTY OF WALKER :

WHEREAS, JAMES C. HASSELL, IS THE OWNER OF A TRACT OF LAND SITUATED IN THE E.T.J. OF NEW WAVERLY, WALKER COUNTY, TEXAS, IN THE JOHN SADDLER SURVEY, ABSTRACT NO. 45, AND BEING ALL OF THAT TRACT OF LAND CONVEYED TO JAMES C. HASSELL BY WARRANTY DEED AS RECORDED IN VOLUME 1332, PAGE 237, DEED RECORDS OF WALKER COUNTY, TEXAS, AND BEING A TRACT OF LAND CONVEYED TO JAMES C. HASSELL BY WARRANTY DEED AS RECORDED IN INSTRUMENT # 44874, DEED RECORDS OF WALKER COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD CAR AXLE MARKING THE NORTHWEST CORNER OF THE JOHN SADDLER SURVEY, ABSTRACT NO. 45, AND BEING THE NORTHWEST CORNER OF THE JAMES C. HASSELL TRACT AS DESCRIBED ABOVE AND BEING THE SOUTHWEST CORNER OF THE CARL WEBER TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE JOHN SADDLER SURVEY;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE COMMON LINE BETWEEN SAID JAMES C. HASSELL TRACT AND THE CARL WEBER TRACT SOUTH 73 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 1117.54 FEET TO A 1/2" IRON ROD FOUND LYING AT THE SOUTHEAST CORNER OF SAID CARL WEBER TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE JUDY CAMPBELL TRACT, SAID POINT ALSO LYING IN THE NORTH LINE OF SAID JAMES C. HASSELL TRACT;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE JUDY CAMPBELL TRACT SOUTH 73 DEGREES 34 MINUTES 36 SECONDS EAST A DISTANCE OF 1045.86 FEET TO A SET 1/2" IRON ROD LYING IN THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE CAMPBELL TRACT;

THENCE DEPARTING SAID COMMON LINE IN A SOUTHWESTERLY DIRECTION SOUTH 63 DEGREES 04 MINUTES 05 SECONDS WEST A DISTANCE OF 241.44 FEET TO A SET 1/2" IRON ROD LYING AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 30 MINUTES 40 SECONDS AND A RADIUS OF 880.0 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 883.31 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE ALONG THE FOLLOWING COURSES:

SOUTH 22 DEGREES 28 MINUTES 08 SECONDS EAST A DISTANCE OF 99.14 FEET;
SOUTH 33 DEGREES 41 MINUTES 15 SECONDS EAST A DISTANCE OF 130.40 FEET;
SOUTH 17 DEGREES 09 MINUTES 31 SECONDS EAST A DISTANCE OF 84.17 FEET;
SOUTH 08 DEGREES 56 MINUTES 44 SECONDS EAST A DISTANCE OF 194.0 FEET;
SOUTH 33 DEGREES 19 MINUTES 16 SECONDS WEST A DISTANCE OF 152.97 FEET;
SOUTH 04 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 189.79 FEET;

THENCE SOUTH 08 DEGREES 56 MINUTES 44 SECONDS EAST A DISTANCE OF 565.23 TO A 1/2" IRON ROD SET IN THE PROPOSED NORTH LINE OF PROPOSED JIM HALL LANE;

THENCE ALONG SAID PROPOSED NORTH LINE SOUTH 74 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 357.97 FEET TO A 1/2" IRON ROD SET;

THENCE NORTH 15 DEGREES 49 MINUTES 45 SECONDS EAST A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD SET;

THENCE SOUTH 74 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;

THENCE SOUTH 15 DEGREES 49 MINUTES 45 SECONDS WEST A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD SET IN THE PROPOSED NORTH LINE OF JIM HALL LANE;

THENCE ALONG SAID PROPOSED NORTH LINE SOUTH 74 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 553.04 FEET TO A 1/2" IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 26 MINUTES 20 SECONDS AND A RADIUS OF 545.0 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 99.30 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE NORTH 02 DEGREES 45 MINUTES 40 SECONDS EAST A DISTANCE OF 12.71 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE SOUTH 87 DEGREES 14 MINUTES 20 SECONDS EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE SOUTH 02 DEGREES 45 MINUTES 40 SECONDS WEST A DISTANCE OF 12.71 FEET TO A 1/2" IRON ROD SET FOR CORNER LYING IN THE PROPOSED NORTH LINE OF JIM HALL LANE, SAID POINT LYING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 10 MINUTES 55 SECONDS, A RADIUS OF 545.00 FEET, A CHORD BEARING OF NORTH 87 DEGREES 32 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 49.27 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 49.29 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE NORTH 84 DEGREES 57 MINUTES 00 SECONDS EAST ALONG THE PROPOSED NORTH LINE OF PROPOSED JIM HALL LANE A DISTANCE OF 362.47 FEET TO A 1/2" IRON SET;

THENCE IN A NORTHERLY DIRECTION NORTH 16 DEGREES 51 MINUTES 40 SECONDS EAST A DISTANCE OF 468.85 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE IN AN EASTERLY DIRECTION SOUTH 73 DEGREES 18 MINUTES 20 SECONDS EAST A DISTANCE OF 380.33 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE IN A NORTHERLY DIRECTION NORTH 16 DEGREES 51 MINUTES 40 SECONDS EAST A DISTANCE OF 381.80 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE IN A NORTHERLY DIRECTION NORTH 16 DEGREES 25 MINUTES 42 SECONDS EAST A DISTANCE OF 45.0 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE IN A NORTHERLY DIRECTION NORTH 16 DEGREES 51 MINUTES 40 SECONDS EAST A DISTANCE OF 392.79 FEET TO A 1/2" IRON ROD SET FOR CORNER;

THENCE IN AN EASTERLY DIRECTION SOUTH 73 DEGREES 08 MINUTES 20 SECONDS EAST PASSING AT 290.66 FEET A 1/2" IRON FOUND AND CONTINUING A TOTAL DISTANCE OF 770.67 FEET TO A 1/2" IRON ROD FOUND LYING IN THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE CAMPBELL TRACT, SAID POINT ALSO LYING AT THE SOUTHEAST CORNER OF THE WILLIAM AND RAY JOHNSON TRACT;

THENCE IN A SOUTHERLY DIRECTION ALONG THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE CAMPBELL TRACT SOUTH 16 DEGREES 04 MINUTES 45 SECONDS WEST A DISTANCE OF 1196.42 FEET TO A 1/2" IRON ROD FOUND AT A FENCE CORNER, SAID POINT ALSO LYING IN THE NORTH LINE OF F. M. 1375 (100' RIGHT-OF-WAY), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE HASSELL TRACT AND BEING A SOUTHWEST CORNER OF THE CAMPBELL TRACT;

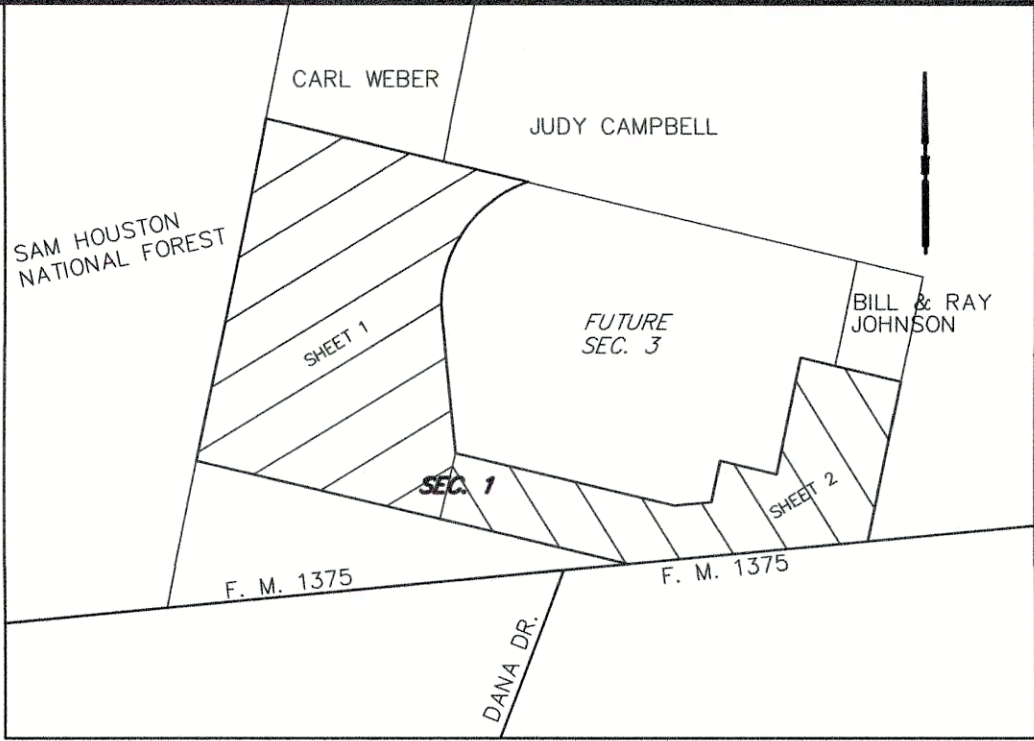
THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE NORTH LINE OF F. M. 1375 SOUTH 84 DEGREES 57 MINUTES 00 SECONDS WEST A DISTANCE OF 1768.20 FEET TO A 1/2" IRON ROD FOUND AT THE EAST CORNER OF A TRACT OF LAND CONVEYED TO WILLIAM AND RAY JOHNSON AS RECORDED IN VOLUME 406, PAGE 640, DEED RECORDS OF WALKER COUNTY, TEXAS;

THENCE IN A NORTHWESTERLY DIRECTION DEPARTING THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE NORTH LINE OF F. M. 1375 AND NOW ALONG THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE WILLIAM AND RAY JOHNSON TRACT NORTH 74 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 479.34 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE IN A SOUTHEASTERLY DIRECTION DEPARTING THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE NORTH LINE OF THE WILLIAM AND RAY JOHNSON TRACT SOUTH 24 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 49.92 FEET TO A POINT FOR CORNER LYING IN THE SOUTH LINE OF THE TRACT OF LAND CONVEYED TO JAMES C. HASSELL BY CHARLES N. GRICHAR BY WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 44874, DEED RECORDS OF WALKER COUNTY, TEXAS;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE REMAINING GRICHAR TRACT NORTH 74 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 2957.05 FEET TO A 5/8 INCH IRON ROD FOUND LYING IN THE EAST LINE OF THE SAM HOUSTON NATIONAL FOREST AS RECORDED IN VOLUME 82, PAGE 176, DEED RECORDS OF WALKER COUNTY, TEXAS;

THENCE IN A NORTHERLY DIRECTION ALONG THE COMMON LINE BETWEEN THE HASSELL TRACT AND THE SAM HOUSTON NATIONAL FOREST NORTH 16 DEGREES 30 MINUTES 45 SECONDS EAST A DISTANCE OF 2665.57 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 167.9 ACRES OF LAND



KEY MAP
NOT TO SCALE

CERTIFICATION BY THE COUNTY CLERK

I, KARI A. FRENCH, COUNTY CLERK IN AND FOR WALKER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

THE _____ DAY OF _____, 20_____, IN THE PLAT RECORDS

OF WALKER COUNTY, TEXAS, IN VOLUME _____, PAGE _____

BY: _____

KARI A. FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

SEE PLAT SHEET 4 OF 4 FOR TYPICAL
SIZES AND LOCATIONS OF BUILDING
LINES AND EASEMENTS

NOTES :

1. THE MINIMUM AREA OF EACH LOT IN THIS SUBDIVISION IS 1.0 ACRE
2. THE AVERAGE LOT WIDTH IS NOT LESS THAN 100'
NO RECTANGULAR LOT IS LESS THAN 300' IN DEPTH
THE MINIMUM STREET FRONTAGE IN CURVES IS 63'
3. FRONT YARD SETBACK = 40' MINIMUM
REAR YARD SETBACK = 20' MINIMUM
SIDE YARD SETBACK = 10' MINIMUM
4. THIS PROPERTY LIES ENTIRELY IN AN AREA OF MINIMUM FLOOD HAZARD (ZONE "X")AS SHOWN ON FEMA MAP 48471C0500D DATED AUGUST 16, 2011
5. A 10' UTILITY EASEMENT IS LOCATED ON THE STREET FRONTAGE OF EACH LOT
6. ALL LOT AND BLOCK CORNERS AND ANGLE POINTS SHALL BE MARKED WITH IRON RODS (5/8" x 2' IN LENGTH)
7. ALL MAILBOXES SHALL BE MOVEABLE OR IN CLUSTERS AND PLACED AS TO ALLOW MAINTENANCE OF THE RIGHT-OF-WAY

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS :
COUNTY OF :

I, JAMES C. HASSELL, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS WAVERLY PLACE, SECTION ONE IN WALKER COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATES TO THE PUBLIC FOREVER THE USE OF ALL STREETS, PARKS, UTILITY, DRAINAGE AND DETENTION EASEMENTS; AND TO THE USE OF THE WAVERLY PLACE, SECTION ONE PROPERTY OWNERS ALL PUBLIC PLACES SHOWN HEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ALL LOTS WITHIN THE SUBDIVISION AND THE OWNERS THEREOF MUST CONTINUE TO ACCEPT ALL EXISTING DRAINAGE FLOWS AND DRAINAGE STRUCTURES IN PLACE AT THE TIME OF DEVELOPMENT WHICH ARE A PART OF OR NECESSARY TO THE PUBLIC ROADS INFRASTRUCTURE OR PUBLIC SYSTEM OF DRAINAGE IN ADDITION TO ALL NATURAL FLOWS OF WATER ENTERING ONTO OR CROSSING THE PROPERTY.

James C. Hassell
JAMES C. HASSELL, OWNER

OWNER / DEVELOPER

JAMES C. HASSELL
2025 EAGLE VIEW DRIVE
NAVASOTA, TEXAS 77868
(713) 254-2571

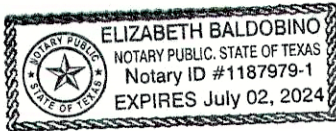
NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS :
COUNTY OF :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ME ON THE 14 DAY OF

January, 2021, BY JAMES C. HASSELL

Elizabeth Baldobino
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



APPROVAL OF COMMISSIONERS COURT

THIS IS TO CERTIFY THAT THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS, HAS APPROVED THE PLAT OF WAVERLY ESTATES

DATED THIS _____ DAY OF _____, 20_____.

DANNY PIERCE
COUNTY JUDGE

DANNY KUYKENDALL
COMMISSIONER, PRECINCT 1

BILL DAUGETTE
COMMISSIONER, PRECINCT 3

RONNIE WHITE
COMMISSIONER, PRECINCT 2

JIMMY D. HENRY
COMMISSIONER, PRECINCT 4

PLAT OF
WAVERLY PLACE
SECTION ONE

AN ADDITION IN THE E.T.J. OF
THE CITY OF NEW WAVERLY, TEXAS

CONTAINING 7 BLOCKS AND 141 LOTS

A SUBDIVISION CONTAINING 167.9 ACRES OF LAND
BEING OUT OF A CALLED 283.5 ACRE TRACT
AS DESCRIBED IN DEEDS TO JAMES C. HASSELL RECORDED IN
VOLUME 1332, PAGE 237 AND INSTRUMENT NUMBER 44874
OFFICIAL PUBLIC RECORDS, WALKER COUNTY, TEXAS

JOHN SADDLER SURVEY -- ABSTRACT NO. 45
WALKER COUNTY, TEXAS

OWNER / DEVELOPER :

JAMES C. HASSELL
2025 EAGLE VIEW DRIVE
NAVASOTA, TEXAS 77868
(713) 254-2571

SURVEYOR :

ALBERT E. HALL, P.E., RPLS
P. O. BOX 66
WORTHAM, TEXAS 76693
(817) 229-5366

SCALE : 1" = 200'

MAY, 2020

SHEET 3 OF 4

* SEE SHEET 4 OF 4 FOR TYPICAL
SETBACKS AND EASEMENTS

CERTIFICATION BY THE SURVEYOR

STATE OF TEXAS :
COUNTY OF FREESTONE :

I, ALBERT E. HALL , A CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL CORNERS AND MONUMENTS ARE AS SHOWN HEREON.

ALBERT E. HALL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 377



CERTIFICATION BY THE ENGINEER

STATE OF TEXAS :
COUNTY OF TARRANT :

I, RONALD A. YOUNG , REGISTERED PROFESSIONAL ENGINEER NO. 36561 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT REGARDING DESIGN, CONSTRUCTION AND LAYOUT OF PUBLIC IMPROVEMENTS.

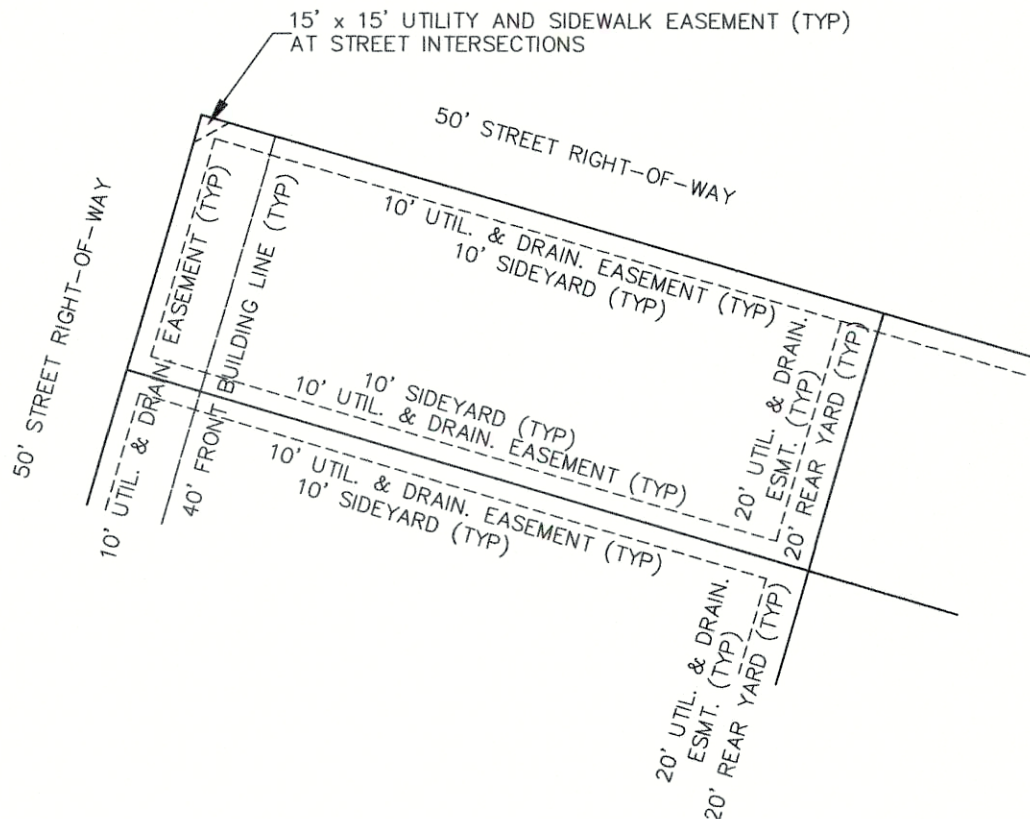
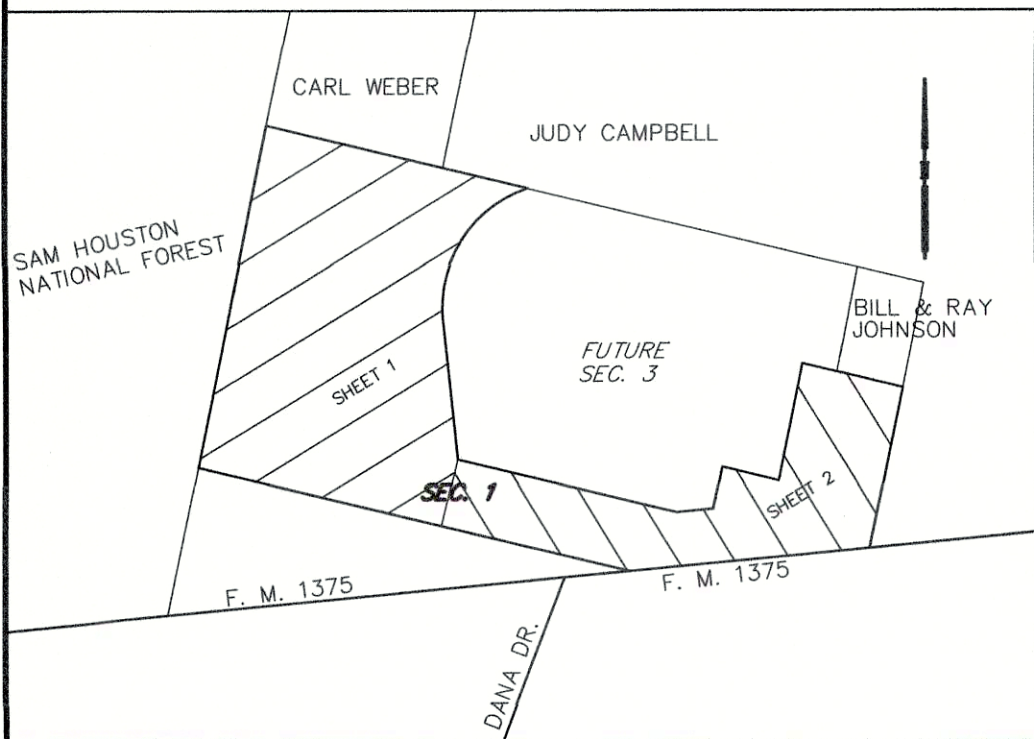
BASED ON CALCULATIONS MADE FROM AVAILABLE DATA, IF THE IMPERVIOUS COVER (STRUCTURES, DRIVEWAYS, SIDEWALKS, ETC.) ON EACH LOT DOES NOT EXCEED 7200 SQUARE FEET, THEN THE EXISTING DETENTION ON THE PROPERTY WILL BE SUFFICIENT. HOWEVER, IF THE IMPERVIOUS COVER OF THE PROPERTY EXCEEDS OR SURPASSES 7200 SQUARE FEET, THEN FURTHER STUDY WILL BE NECESSARY AND POSSIBLE DRAINAGE/DETENTION IMPROVEMENTS MAY BE REQUIRED IN ACCORDANCE WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE WALKER COUNTY SUBDIVISION REGULATIONS. LOCAL APPROVAL OR ALLOWANCE MUST BE GIVEN BY WALKER COUNTY IN WRITING PRIOR TO ALTERATION OF THE DRAINAGE INFRASTRUCTURE. IT IS THE RESPONSIBILITY OF LOT OWNERS TO COMPLY WITH ANY REGULATIONS OR LIMITATIONS NOTED, AND PERMITS ISSUED BY WALKER COUNTY FOR DEVELOPMENT DO NOT ACT AS A WAIVER OR VARIANCE OF THE LOT OWNER'S RESPONSIBILITY TO PROVIDE FOR EXCESS RUNOFF AND DRAINAGE CREATED BY THE PERMITTED DEVELOPMENT.



RONALD A. YOUNG
REGISTERED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 36561

RONALD A. YOUNG, P.E.
TBPE FIRM NO. F-16072
802 TRAIL LAKE DRIVE
EULESS, TEXAS 76039

KEY MAP
NOT TO SCALE



TYPICAL BUILDING LINES AND EASEMENTS

NOT TO SCALE

U.D.E. = UTILITY & DRAINAGE EASEMENT
U.D.D.E. = UTILITY, DRAINAGE & DETENTION EASEMENT

LIENHOLDER'S ACKNOWLEDGEMENT

THE UNDERSIGNED, CITIZENS STATE BANK , OWNER AND HOLDER OF A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, CONSENTS TO THE PLAT AND DEDICATIONS HEREIN CONTAINED AND SUBORDINATES SAID LIEN TO SAID PLAT AND DEDICATIONS.

CITIZENS STATE BANK

BY : Edmund Bosse

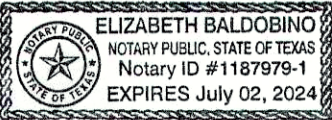
TITLE: Vice President

STATE OF TEXAS :
COUNTY OF : :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND AND STATE, ON THIS DAY PERSONALLY APPEARED Edmund Bosse , 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 PURPOSE AND CONSIDERATION THEREOF EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS 14 DAY OF JANUARY, 2021
Elizabeth Baldobino
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



NOTES :

1. THE MINIMUM AREA OF EACH LOT IN THIS SUBDIVISION IS 1.0 ACRE
2. THE AVERAGE LOT WIDTH IS NOT LESS THAN 100'
NO RECTANGULAR LOT IS LESS THAN 300' IN DEPTH
THE MINIMUM STREET FRONTAGE IN CURVES IS 63'
3. FRONT YARD SETBACK = 40' MINIMUM
REAR YARD SETBACK = 20' MINIMUM
SIDE YARD SETBACK = 10' MINIMUM
4. THIS PROPERTY LIES ENTIRELY IN AN AREA OF MINIMUM FLOOD HAZARD (ZONE "X")AS SHOWN ON FEMA MAP 48471C0500D DATED AUGUST 16, 2011
5. A 10' UTILITY EASEMENT IS LOCATED ON THE STREET FRONTAGE OF EACH LOT
6. ALL LOT AND BLOCK CORNERS AND ANGLE POINTS SHALL BE MARKED WITH IRON RODS (5/8" x 2' IN LENGTH)
7. ALL MAILBOXES SHALL BE MOVEABLE OR IN CLUSTERS AND PLACED AS TO ALLOW MAINTENANCE OF THE RIGHT-OF-WAY

PLAT OF
WAVERLY PLACE
SECTION ONE
AN ADDITION IN THE E.T.J. OF
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OWNER / DEVELOPER :

JAMES C. HASSELL
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SURVEYOR :

ALBERT E. HALL, P.E., RPLS
P. O. BOX 66
WORTHAM, TEXAS 76693
(817) 229-5366

SCALE : 1" = 200'

MAY, 2020

SHEET 4 OF 4

STATE OF TEXAS §
COUNTY OF WALKER §

This is to certify that the Commissioner Court of Walker County, Texas has on this _____ day of _____, 2020, approved this.

ROBERT D. PIERCE, County Judge

DANNY KUYKENDALL., Comm. Prec. 1

RONNIE WHITE, Comm. Prec. 2

BILL DAUGETTE, Comm. Prec. 3

JIMMY D. HENRY, Comm. Prec. 4

STATE OF TEXAS
COUNTY OF WALKER

WE, DAVID E. PATTERSON AND SUSAN PATTERSON, THE OWNERS AND DEVELOPERS OF THE LAND SHOWN ON THIS PLAT, BEING THE SAME TRACT OF LAND AS CONVEYED IN THE PRESENT OFFICIAL RECORDS OF WALKER COUNTY RECORDED IN DOCUMENT NUMBER 2019-47628, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS HEREON SHOWN FOR THE PURPOSES IDENTIFIED.

DAVID E. PATTERSON, MANAGER

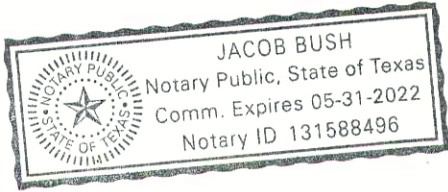
SUSAN PATTERSON, MANAGER

STATE OF TEXAS
COUNTY OF WALKER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID E. PATTERSON AND SUSAN PATTERSON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSE STATED.

GIVEN UNDER MY HAND AND SEAL ON THIS 31 DAY OF August, 2020.

Jacob Bush
NOTARY PUBLIC, BRAZOS COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF WALKER

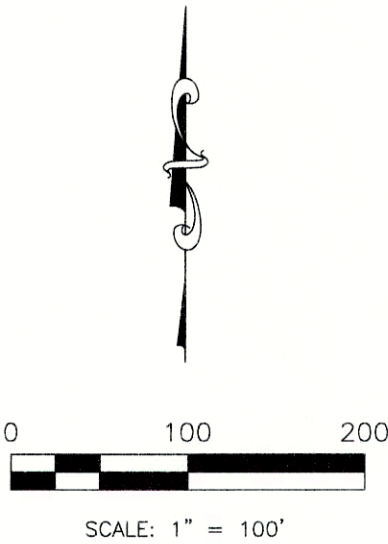
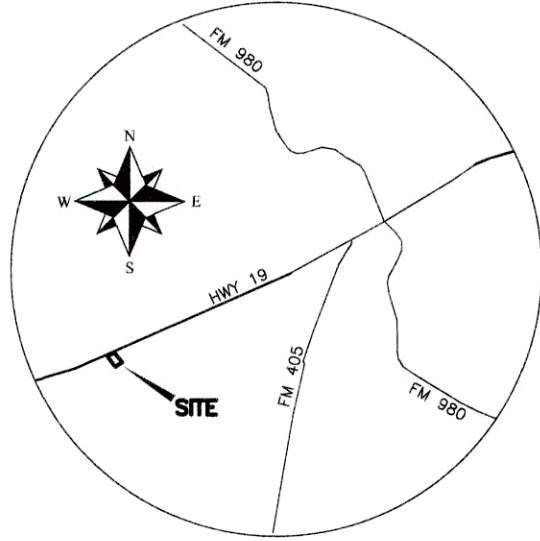
I, RANDOLPH P. WEBER, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE APPROPRIATE CODES AND ORDINANCES OF WALKER COUNTY, AND WAS APPROVED ON THE 14th DAY OF August, 2020.

RANDOLPH P. WEBER, P.E.
ENGINEER
TEXAS P.E. FIRM NO. F-11272
R.P. WEBER - CONSULTANT
P.O. BOX 2421
ONALASKA, TEXAS 77360



NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESIS ARE FROM RECORD INFORMATION.
- ACCORDING TO HORIZONTAL SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48471C0275D, DATED AUGUST 16, 2011, THIS TRACT DOES NOT LIE WITHIN ZONE A OR ZONE AE.
- IMPROVEMENTS AND ABOVE GROUND FACILITIES THAT ARE LOCATED WITHIN THE DRIVES AS SHOWN WITHIN THE LAYOUT OF THE RENTAL SPACES ARE DESIGNATED FOR REMOVAL.
- RENTAL SPACE BOUNDARY INFORMATION WAS PROVIDED BY ENGINEER, AND WAS NOT SURVEYED ON THE GROUND.
- THERE ARE APPROXIMATELY 3.19 ACRES± TOTAL OF ALL COMBINED RENTAL SPACES.
- THERE ARE NO PROPOSED BUILDING SETBACKS FOR THIS DEVELOPMENT.
- AREAS WITH NO SPECIFIC DESIGNATIONS FOR FUTURE USAGE.



A DESCRIPTION OF 9.997 ACRES, IN THE A.J. BEARD SURVEY, ABSTRACT 67, WALKER COUNTY, TEXAS, BEING ALL OF THAT TRACT CALLED 10.00 ACRES IN A DEED TO R&M BREAUX REAL PROPERTY, LLC-3166 SH 19 SERIES RECORDED IN VOLUME 1269, PAGE 872, PORWCT (PRESENT OFFICIAL RECORDS OF WALKER COUNTY, TEXAS); SAID 9.997 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found in the southeast right-of-way line of State Highway No. 19, for the north corner of said 10.00 acre tract, for the west corner of that tract called 4.97 acres in an affidavit of minor plat for George Brent Wilson and Virginia A. Wilson recorded in Volume 1066, Page 443, ORWCT (Official Records of Walker County, Texas) and for the north corner of this description;

THENCE, leaving the southeast right-of-way line of State Highway No. 19, with the common line of said 10.00 acre tract and said Wilson tract, S66°41'27"E, a distance of 791.64 feet to a 5/8" iron rod found in the northwest line of that tract called 6.99 acres in a deed to John C. Agey and Nicole L. Agey recorded in Volume 400, Page 245, DRWCT (Deed Records of Walker County, Texas), for the east corner of said 10.00 acre tract, for the south corner of said Wilson tract and for the east corner of this description;

THENCE, leaving said Wilson tract, and with the common line of said 10.00 acre tract and said Agey tract, S29°47'37"W, a distance of 469.80 feet to a 5/8" iron rod found in the southeast line of said 10.00 acre tract, for the west corner of said Agey tract, for the north corner of that tract called 0.80 acres in a deed to Diane M. Donaleski et vir recorded in Volume 1079, Page 421, ORWCT and for an angle point in the southeast line of this description;

THENCE, leaving said Agey tract, and with the common line of said 10.00 acre tract and said Donaleski tract, S29°30'24"W, a distance of 58.09 feet to a 5/8" iron rod found for south corner of said 10.00 acre tract, for an angle point in the northwest line of said Donaleski tract, for the east corner of that tract called 6.00 acres in a deed to Peggy A. Cole recorded in Volume 1236, Page 884, ORWCT and for the south corner of this description;

THENCE, leaving said Donaleski tract, and with the common line of said 10.00 acre tract and said Cole tract, the following two courses and distances: N68°33'50"W, a distance of 499.81 feet to a 5/8" iron rod found; N57°41'21"W, a distance of 365.31 feet to a 5/8" iron rod found in the southeast right-of-way line of State Highway No. 19, for the west corner of said 10.00 acre tract, for the north corner of said Cole tract and for the west corner of this description;

THENCE, leaving said Cole tract, and with the common line of State Highway No. 19 and said 10.00 acre tract, N38°08'05"E, a distance of 500.39 feet to the POINT OF BEGINNING hereof, and containing 9.997 acres.

Surveyed on the ground April 20, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from RTKNet.

CONTROL/BEARING BASIS INFORMATION/ BENCHMARK DATA

THIS IS A GRID DRAWING; HOWEVER, DISTANCES AND AREAS SHOWN HEREON ARE REPORTED AT SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.0001127250

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM SMARTNET FOR PAYNE CONTROL POINT 1 (CP1).

SET COTTON SPINDLE

TEXAS STATE PLANE COORDINATES:
N: 10292176.04
E: 3831475.98

THETA ANGLE: 12°54'31"

BENCHMARK:
TYPE: NGS
PID: BL0799
DESIGNATION: Y1164
MARKER: BENCH MARK DISK
SETTING: SET IN TOP OF CONCRETE MONUMENT
STAMPING: Y 1164 1959
ORTHO HEIGHT: 287.43 (FEET) NAVD88, 1991 ADJUSTED

SURVEYED - AUGUST 8, 2019
IDP PREPARATION - AUGUST 11, 2020

STATE OF TEXAS
COUNTY OF WALKER

TO AND SUSAN PATTERSON EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I, BILLY A. PATTERSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6030, IN THE STATE OF TEXAS, HEREBY STATE TO THE BEST OF MY KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON AUGUST 08, 2019; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

BILLY A. PATTERSON, R.P.L.S. NO. 6030
FIRM NO. 10193780



HUNTSVILLE RV PARK
9.997 ACRES IN THE
A. J. BEARD SURVEY, ABSTRACT 67,
WALKER COUNTY, TEXAS

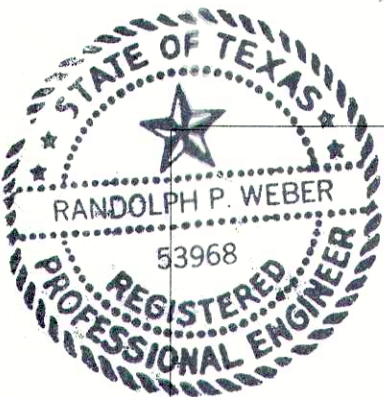
WALKER COUNTY, TEXAS



327503 S.H. 249, SUITE 12 TOMBALL, TX. 77377
(832)344-8910 (281)205-7134

ADDRESS: 3166 SH 19, HUNTSVILLE, TX
JOB NUMBER: 1840-001
CLIENT: SUSAN PATTERSON
DATE: AUGUST 11, 2020
FIELD CREW: HW
OFFICE: JH, TW, BP
PAGE: 2 OF 2

CONTROL POINT TABLE				
Point	Northing	Easting	Elevation	Description
1	10292176.040	3831475.980	252.25	CP1_SPINDLE_SET
2	10292241.740	3831394.950	248.87	CP2_SPINDLE_SET
3	10292459.070	3831565.480	247.46	CP3_SPINDLE_SET
4	10292076.110	3831264.990	248.24	CP4_SPINDLE_SET



TX R.E. FIRM NO. F-11272
R.P. WEBER - CONSULTANT
P.O. BOX 2421
ONALASKA, TX 77360

Amended Plan P.S.
August 19, 2020

SURVEYED - AUGUST 8, 2019
IDP PREPARATION - AUGUST 11, 2020

CURVE	DELTA	RADIUS	ARC	BEARING	CHORD
C1	140°33'49"	25.00'	61.33'	S48°31'43"W	47.07'
C2	140°33'49"	5.00'	12.27'	S48°31'43"W	9.41'
C3	140°33'49"	5.00'	12.27'	S48°31'43"W	9.41'
C4	140°33'49"	5.00'	12.27'	N48°31'43"E	9.41'
C5	140°33'49"	5.00'	12.27'	S48°31'43"W	9.41'
C6	140°33'49"	5.00'	12.27'	N48°31'43"E	9.41'
C7	137°56'04"	5.00'	12.04'	N47°12'51"E	9.33'
C8	137°56'04"	5.00'	12.04'	S47°12'51"W	9.33'
C9	83°48'26"	15.00'	21.94'	S80°02'18"W	20.04'
C10	80°40'32"	25.00'	35.20'	N78°28'21"E	32.36'
C11	99°12'48"	25.00'	43.29'	N11°28'19"W	38.08'

VOL. 1066, PG. 443 ORWCT
GEORGE BRENT WILSON AND VIRGINIA A. WILSON
(4.97 ACRES)

A. J. BEARD SURVEY,
ABSTRACT NO. 67

VOL. 366, PG. 518 ORWCT
(7.00 ACRES)

9.997 AC±

DOC. NO. 2019-47628 PORWCT
DAVID E. PATTERSON
AND SUSAN PATTERSON
(9.997 ACRES±)

VOL. 400, PG. 245 DRWCT
JOHN C. AGEY AND NICOLE L. AGEY
(6.99 ACRES)

0 50 100
SCALE: 1" = 50'

WL 354, PG. 583 ORWCT
AND
WL 366, PG. 518 ORWCT
(3.00 ACRES)

LEGEND

- DRWCT DEED RECORDS OF WALKER COUNTY, TEXAS
- ORWCT OFFICIAL RECORDS OF WALKER COUNTY, TEXAS
- PORWCT PRESENT OFFICIAL RECORDS OF WALKER COUNTY, TEXAS
- 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
- CONTROL POINT/BENCHMARK LOCATION
- UTILITY POLE, OVERHEAD UTILITY LINE, GUY
- IRON FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- LIGHT POLE
- SEPTIC
- CLEANOUT
- UNDERGROUND FIBER OPTIC MARKER
- UTILITY PEDESTAL
- MAILBOX
- CONCRETE
- COVERED AREAS

ADDRESS:
3166 SH 19,
HUNTSVILLE, TX
JOB NUMBER: 1840-001
CLIENT: SUSAN PATTERSON
DATE: AUGUST 11, 2020
FIELD CREW: HW
OFFICE: JH, TW, BP
PAGE: 1 OF 2

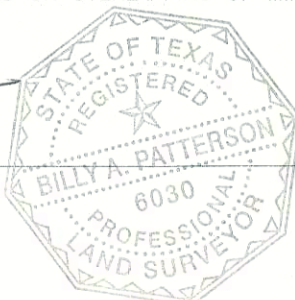
VOL. 1236, PG. 884 ORWCT
PEGGY A. COLE
(6.00 ACRES)

STATE OF TEXAS
COUNTY OF WALKER

TO AND SUSAN PATTERSON EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I, BILLY A. PATTERSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6030, IN THE STATE OF TEXAS, HEREBY STATE TO THE BEST OF MY KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON AUGUST 08, 2019; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

Billy A. Patterson
BILLY A. PATTERSON, R.P.L.S. NO. 6030
FIRM NO. 10193780



Opposition to SB234/HB749 Efforts to Silence County Officials

WHEREAS, S.B. 234/H.B. 749 filed in the 87th Texas Legislature would prohibit county funds from being used to join and support nonprofit county associations that provide collective communication to state legislators; and

WHEREAS, most Texas counties do not engage private lobbyists and only provide a minimal portion of membership dues to nonprofit county associations for legislative communication; and

WHEREAS, “taxpayer funded” lobbying by local governments accounts for less than 10% of total lobbying activity, while corporate and special interest lobbying interests make up 90% of total lobbying activity; and

WHEREAS, the State of Texas, the Texas Legislature, and state agencies actively employ large numbers of taxpayer funded lobbyists to analyze and monitor the thousands of bills filed each legislative session and to advocate for its interests in Washington, yet these bills would deny local communities this same ability while continuing public support of state agency lobbying; and

WHEREAS, prohibiting Texas counties from retaining experienced representation before federal and state legislative bodies and agencies would place our communities at a disadvantage in efforts to obtain and retain federal and state projects and military bases; and

WHEREAS, county officials require the ability to express our positions and information through associations, form a unified voice on the issues important to our communities, and share the associated costs among all counties; and

WHEREAS, it is a false claim that taxpayer funded lobbying works against the interest of taxpayers. Indeed, a priority of county government and its “lobbying” effort is focused on ending the state and federal practice of passing unfunded mandates, which impose billions of dollars in increased taxes upon local property taxpayers annually; and

WHEREAS, smaller counties especially need to be able to combine their resources through their associations to monitor the thousands of bills filed each legislative session and effectively present their unique issues to the state and federal government; and

WHEREAS, the prohibition in S.B.234/H.B. 749 would violate the basic principle of open and robust discussion and turn the halls of the Texas capitol into a one-sided conversation dominated by special interests.

NOW, THEREFORE, BE IT RESOLVED that the undersigned officials of Walker County do hereby express their opposition to S.B. 234/H.B. 749 and its attempt to silence the combined voices of the county officials and local communities of this state.

Danny Pierce
County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugette
Commissioner Precinct 3

Jimmy D. Henry
Commissioner Precinct 4

Attest: Kari French
County Clerk