

tabbles

DESCRIPTION

31.97 acre tract or parcel of land situated in the Green Weaver Survey, Abstract No. 1075, County, Texas, and being all of that certain called 54.294 acre tract of land, described as follows: ...

THESE South 02 degrees 04 minutes 03 seconds East, with the West line of said 15.48 acre tract and with the East line of said 54.294 acre tract, passing at 572.02 feet a 1/2" iron rod found ...

THENCE North 03 degrees 58 minutes 34 seconds West, generally along County Road No. 1468, with the East line of said 2.00 acre tract, ...

THENCE North 83 degrees 18 minutes 24 seconds East, with the South line of said 27.1 acre tract, ...

OWNER'S CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF HOPKINS

I, JACOB ROYER, representing Noah Joy Properties, LLC, KNOW ALL MEN BY THESE PRESENTS that I, Jacob Royer, representing Noah Joy Properties, LLC, ...

WITNESS MY HAND, this the \_\_\_ day of \_\_\_\_\_, A.D., 2022.

Jacob Royer

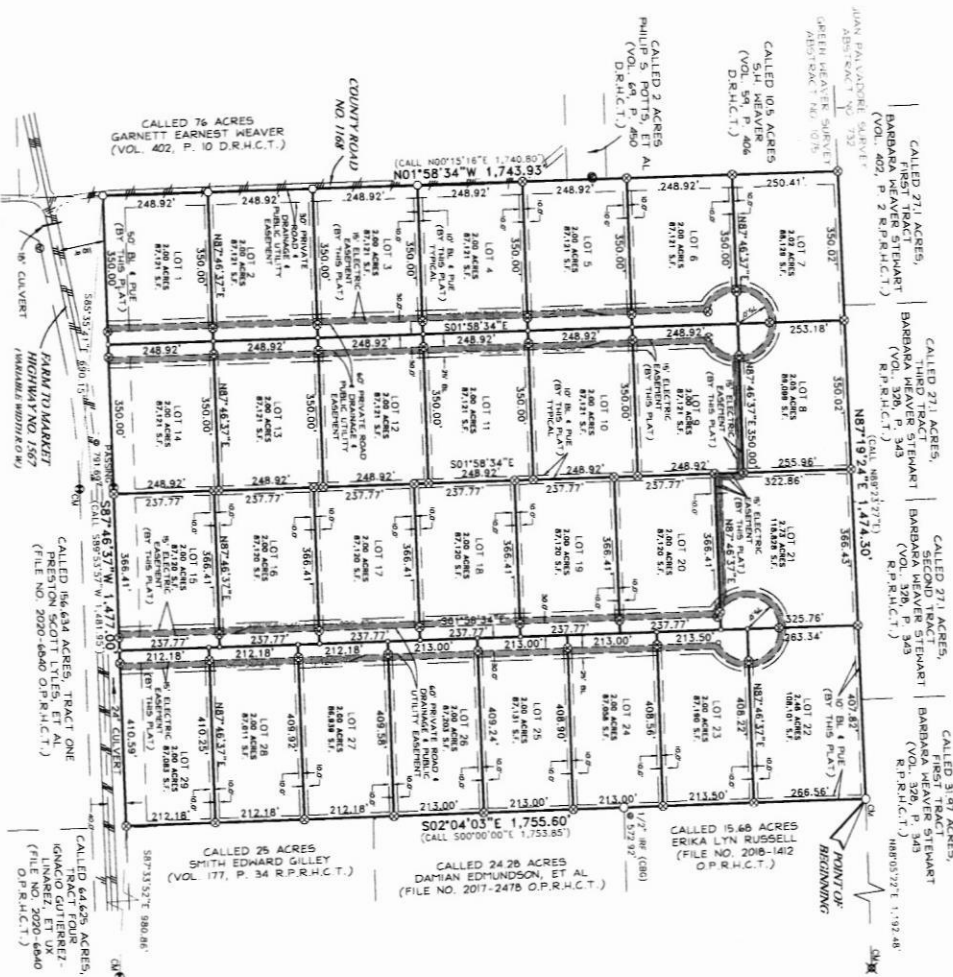
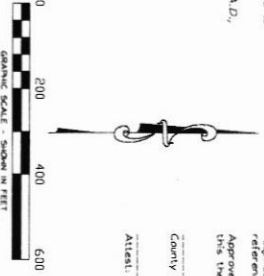
Notary Public, State of Texas

KNOW ALL MEN BY THESE PRESENTS,

That I, The Subdivided Professional Land Surveyor in the State of Texas No. 6746, do hereby certify that I prepared this plat from a true and correct survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

PRELIMINARY

Date Platfiled R.P.L.S. of Texas No. 6746  
Date 04/19/2022



CERTIFICATE OF COMMISSIONER'S COURT

I hereby certify that all requirements of the subdivision standards concerning submission and approval of information and data required for platting approval have been complied with for the above referenced subdivision.

Approved by the Commissioner's Court of Hopkins County, Texas, on this the \_\_\_ day of \_\_\_\_\_, 2022.

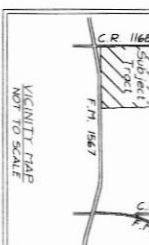
County Judge  
County Commissioner Pct. 1  
County Commissioner Pct. 2  
County Commissioner Pct. 3  
County Commissioner Pct. 4

LEGEND

- CM CONTROL LINE MONUMENT
- OP.R.H.C.T. = OFFICIAL PUBLIC RECORDS, HOPKINS COUNTY, TEXAS
- R.P.L.S.C.T. = REAL PROPERTY RECORDS, HOPKINS COUNTY, TEXAS
- D.R.H.C.T. = DEED RECORDS, HOPKINS COUNTY, TEXAS
- BY LINE = BY ELECTRIC FASHMENT BY THIS PLAN
- Gravel
- Asphalt

PROJECT NAME  
NOAH JOY ESTATE  
ADDRESS: F.M. 1567  
Brewer, TX 76007  
PREPARED: 10/13/2022  
BY-LINE: JOB NO. 2021-2276  
SCALE: 1" = 200'  
TECHNICIAN: ADN

BY-LINE:  
SUBDIVISION, LLC  
1111 N. 111st St.  
P.O. Box 1215150  
Farmers Branch, TX 75115  
www.subdivisionsurvey.com



NOTES:  
1. Bearings based on Texas State Plane Coordinates, Texas North Central Zone 4202, as obtained by GPS observation. Area and distances shown hereon are of grid.  
2. No flood information was researched regarding this tract.  
3. No easement record search was made by this office concerning this property.  
4. This survey was made without the benefit of a current title commitment, and may be subject to the provisions of a title commitment for consideration of this title.  
5. The property shown hereon was surveyed based on deeds and/or legal descriptions obtained through normal title search procedures. Unrecorded other documents recorded/referenced that may affect the subject, and this survey in no way imparts ownership of all or any part of the survey as shown hereon.  
6. Overhead electric lines are to be removed and the proposed utility easements as shown hereon.  
7. All existing buildings on this surveyed tract are to be removed.

NOAH JOY ESTATES  
GREEN WEAVER SURVEY  
ABSTRACT NO. 1075  
HOPKINS COUNTY, TEXAS

APPLICATION FOR LAND SUBDIVISION (PLAT)

DATE RECEIVED: \_\_\_\_\_

CHECK ONE:  Preliminary Plat  Final Plat  Replat  Amended  Cancellation

1. PROPOSED SUBDIVISION NAME: Noah Soy Estates UNIT NO. \_\_\_\_\_

LOCATION DESCRIPTION/NEAREST COUNTY ROAD fm 1567 - CR 1168

ACREAGE 28 NO. OF LOTS: EXISTING 1 PROPOSED 29

REASON(S) FOR PLATTING/REPLATTING Sub dividing

2. OWNER/APPLICANT\*: Sacob Kather

(\*If applicant is person other than owner, a letter of authorization must be provided from owner)

ADDRESS: 3910 Wesley St Greenville Tx 75401

TELEPHONE: 469-474-1966 FAX: — MOBILE: 469-474-1400

EMAIL: Sacob.Kathermt@gmail.com

3. LICENSED ENGINEER/SURVEYOR: By lint surveying

MAILING ADDRESS: 109 Prosperity Hwy Emory Tx 75440

TELEPHONE: 903-473-5150 FAX: — MOBILE: —

EMAIL ADDRESS: Tinab@bylintsurveying

4. LIST ANY VARIANCES REQUESTED: \_\_\_\_\_

REASON FOR REQUEST (LIST ANY HARDSHIPS): —

5. PRESENT USE OF THE PROPERTY: Residential Homes

INTENDED USE OF LOTS: (CHECK ALL THOSE THAT APPLY)

RESIDENTIAL (SINGLE FAMILY)  RESIDENTIAL (MULTI-FAMILY)

OTHER (SPECIFY) \_\_\_\_\_

6. PROPERTY LOCATED WITHIN CITY ETJ:  YES  NO

If yes, Name of City: \_\_\_\_\_

7. IS ANY PART OF THE PROPERTY IN A FLOODPLAIN?  YES  NO

WATER SUPPLY: \_\_\_\_\_ ELECTRIC SERVICE: farmers electric

SEWAGE DISPOSAL: \_\_\_\_\_ GAS SERVICE: \_\_\_\_\_

8. Is the property subject to any liens, encumbrances, or judgments? If so, give details. (Provide separate sheet if needed) Permission from any lien holders and/or removal of any encumbrances or judgments will be necessary prior to filing of said plat with the County Clerk's Office.

9. See platting requirements. All necessary documents to reflect compliance must be complete before application will be deemed complete.

10. I agree to comply with all platting and subdivision requirements of Hopkins County, Texas. I understand that the plat will NOT be forwarded to the Commissioners' Court unless all documentation is satisfactorily filed with the County Clerk's Office correction due date.

Signature of Owner/Applicant

Sacob Kather

Print Name & Title

\*\* If applicant is person other than owner, a letter of authorization must be provided from owner. Signature indicates authorization for plat application and acceptance of waiver statement.

DATE: \_\_\_\_\_

Appendix O

CERTIFICATE OF ON-SITE SEWAGE FACILITY INSPECTOR'S APPROVAL

THE STATE OF TEXAS           §

COUNTY OF HOPKINS           §

**KNOW ALL MEN BY THESE PRESENTS**, that I, the undersigned, a Licensed On-Site Sewage Facility Inspector in the State of Texas, hereby certify that I have inspected the On-Site Sewage Facilities for this plat, and the same complies with the related requirements of the Hopkins County Subdivision Regulations and the TCEQ.

*Kristy Springfield*  
On Site Inspector

*September 16, 2022*  
Date

License No. OS 0034831

Seal:



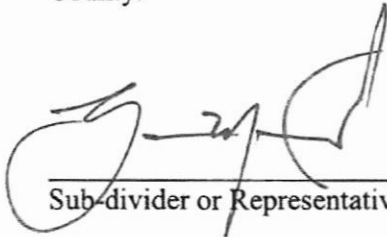
[NOTE: *The inspector may be required to be present for questioning at the presentation of the plat to the Commissioners' Court.*]

**Appendix I**

**CERTIFICATE OF ROAD MAINTENANCE**

(When roads are to be maintained as Private Roads)

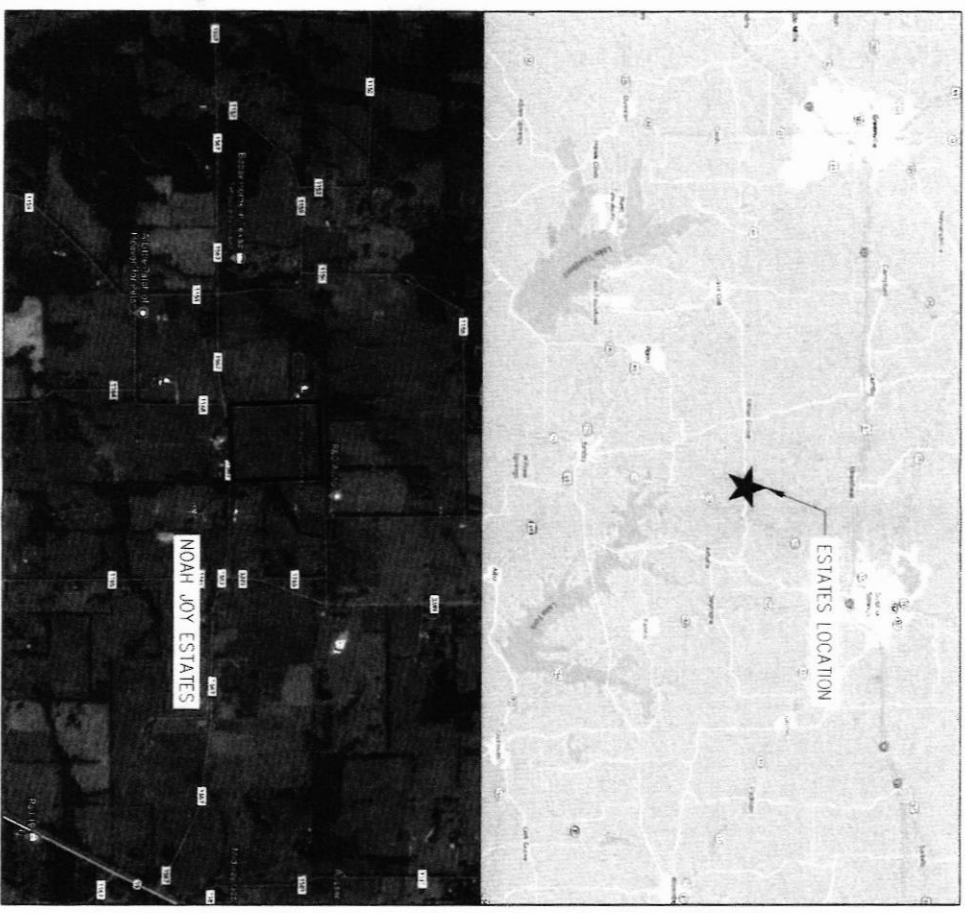
“In approving this plat by the Commissioners Court of Hopkins County, Texas, it is understood that all roads shown hereon are private roads and shall remain the property of the Sub-divider and/or subsequent owners of the property. The construction, repair, and maintenance of these roads and any associated drainage improvements will be the responsibility of the Sub-divider and/or subsequent owners of the subdivision and will not be the responsibility of Hopkins County.”

  
\_\_\_\_\_  
Sub-divider or Representative

9/15/22  
\_\_\_\_\_  
Date

# NOAH JOY ESTATES

Hopkins County, Texas



VICINITY MAP

**ENGINEER:**  
 DYNAMIC ENGINEERING  
 CONSULTANTS, PLLC  
 200 SOUTH HILLCREST DRIVE SUITE C  
 SULPHUR SPRINGS, TX 75482  
 CONTACT: JAMES W. BURNETT  
 PH# 903-382-3444

## SHEET INDEX

SHEET NO.	TITLE PAGE	DESCRIPTION
T10	TITLE PAGE	
C11	PARCEL DETAILS	
C20	EROSION CONTROL DETAILS	
C21	EROSION CONTROL PLAN	
C22	EROSION CONTROL DETAILS	
C19	CHANNEL PLAN	
C17	PROPOSED ROAD PLAN & PROFILE	
C23	PROPOSED ROAD PLAN & PROFILE	
C13	POST CONSTRUCTION DRAINAGE PLAN	

NOAH JOY ESTATES  
 HOPKINS COUNTY, TX



**DYNAMIC**  
*Engineering*  
**Consultants**  
 PLLC

PROFESSIONAL  
 ENGINEERING  
 SERVICES  
 200 SOUTH HILLCREST DRIVE SUITE C  
 SULPHUR SPRINGS, TX 75482  
 PH# 903-382-3444



DATE	BY	REVISION
11/10	JWB	11/10

NOAH JOY ESTATES  
HOPKINS COUNTY, TX



**DYNAMIC**  
*Engineering*  
**Consultants**  
P.L.L.C.

PROFESSIONAL  
ENGINEERING  
SERVICES

2001 W. UNIVERSITY BLVD. SUITE 200  
HOUSTON, TEXAS 77057  
TEL: 281.462.1111  
WWW.DYNAMICCONSULTANTS.COM



NO.	REVISION	DATE
1	ISSUE FOR PERMIT	08/11/11
2	ISSUE FOR CONSTRUCTION	08/11/11
3	ISSUE FOR RECORDS	08/11/11

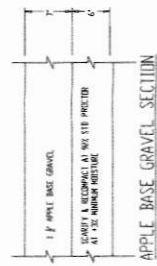
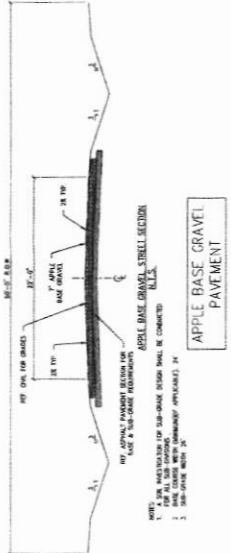
ISSUED FOR PERMIT

ISSUED FOR CONSTRUCTION

ISSUED FOR RECORDS

DATE: 08/11/11

PROJECT NUMBER: C1.1



APPLE BASE GRAVEL PAVEMENT SECTION

**EROSION CONTROL NOTES**

1. CONSTRUCTION MUST COMPLETE A CONSTRUCTION SITE NOTICE OF WORKS BEFORE BOTH OWNER AND CONTRACTOR (IF APPLICABLE) OBTAIN A PERMIT FROM THE STATE ENGINEER'S OFFICE (SE). THE CONSTRUCTION ACTIVITY RELATED TO OBTAINING THE PERMIT SHALL BE COMPLETED WITHIN THE TIME FRAME SPECIFIED IN THE PERMIT. THE CONTRACTOR SHALL MAINTAIN THE PERMIT STATUS AND SHALL COMPLY WITH ALL SUCH REQUIREMENTS THROUGHOUT THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL MAINTAIN THE PERMIT STATUS AND SHALL COMPLY WITH ALL SUCH REQUIREMENTS THROUGHOUT THE CONSTRUCTION ACTIVITY.
2. THE CONTRACTOR SHALL NOTIFY THE STATE ENGINEER'S OFFICE (SE) OF ANY CHANGES TO THE PERMIT STATUS AND SHALL COMPLY WITH ALL SUCH REQUIREMENTS THROUGHOUT THE CONSTRUCTION ACTIVITY.
3. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED RECORDS OF STORM WATER CONTROL AND PRACTICES AT THE PROJECT SITE THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL PROVIDE THEM TO THE STATE ENGINEER'S OFFICE (SE) UPON REQUEST.
4. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED RECORDS OF STORM WATER CONTROL AND PRACTICES AT THE PROJECT SITE THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL PROVIDE THEM TO THE STATE ENGINEER'S OFFICE (SE) UPON REQUEST.
5. ON ANY DATE DURING CONSTRUCTION, MATERIALS SHALL BE STORED IN A MANNER THAT PREVENTS THEM FROM BEING WASHED AWAY BY RAINFALL. MATERIALS SHALL BE STORED IN A MANNER THAT PREVENTS THEM FROM BEING WASHED AWAY BY RAINFALL.
6. BEST MANAGEMENT PRACTICES (BMP) SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION ACTIVITY.
7. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED RECORDS OF STORM WATER CONTROL AND PRACTICES AT THE PROJECT SITE THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL PROVIDE THEM TO THE STATE ENGINEER'S OFFICE (SE) UPON REQUEST.
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15. ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO PROTECT COMPLIANCE WITH THE NOTICE OF WORKS PERMIT OR LOCAL PERMIT REQUIREMENTS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION ACTIVITY.
16. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED RECORDS OF STORM WATER CONTROL AND PRACTICES AT THE PROJECT SITE THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL PROVIDE THEM TO THE STATE ENGINEER'S OFFICE (SE) UPON REQUEST.
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**SWPPP MAINTENANCE NOTES**

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**EROSION CONTROL SEQUENCE**

1. CONSTRUCT TEMPORARY CONSTRUCTION EXITS
2. INSTALL PERIMETER SILT FENCE AS SHOWN
3. COMPLETE PERIMETER AND INSURE OR VEHICLES IN AREA TO REMOVE CUT OF FILL
4. CONSTRUCT STABILIZATION POND (APPLICABLE) WITH PERIMETER DITCH STRUCTURE. TO BE USED AS TEMPORARY SEDIMENT BASIN WITH TEMPORARY DITCH DRAINAGE (SEE DETAILS)
5. COMPLETE EXISTING OPERATIONS FOR EXISTING AND PREPARATION (SEE DETAILS) AND
6. INSTALL ALL UNDERDRAINAGE UTILITY
7. INSTALL ALL FOUNDATION AND/OR NEWLY CONSTRUCTED WALLS
8. COMPLETE PERIMETER Silt fence
9. COMPLETE PERIMETER Silt fence
10. INSTALL ALL PERIMETER, CURB AND GUTTER
11. COMPLETE PERIMETER AND/OR INSURE OR VEHICLES IN AREA TO ACCOMPLISH STABILIZATION IN ACCORDANCE WITH THE LANDSCAPING
12. COMPLETE PERIMETER AND/OR INSURE OR VEHICLES IN AREA TO ACCOMPLISH STABILIZATION IN ACCORDANCE WITH THE LANDSCAPING
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**NOTICE TO CONTRACTORS**

THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED RECORDS OF STORM WATER CONTROL AND PRACTICES AT THE PROJECT SITE THROUGHOUT THE CONSTRUCTION ACTIVITY AND SHALL PROVIDE THEM TO THE STATE ENGINEER'S OFFICE (SE) UPON REQUEST.

**DYNAMIC**  
Engineering  
Consultants

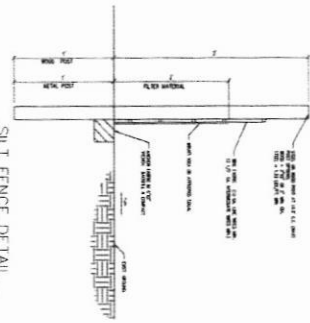
PROFESSIONAL  
ENGINEERING  
SERVICES

1101 W. STATE STREET, SUITE 200  
DALLAS, TEXAS 75201  
PHONE: (214) 761-1234  
FAX: (214) 761-1234  
WWW.DYNAMICCONSULTANTS.COM

STATE OF TEXAS  
SEAL OF THE STATE ENGINEER  
NO. 12345  
[Name]  
STATE ENGINEER

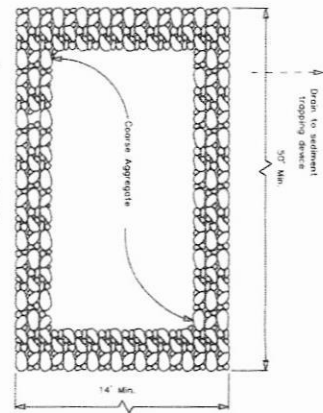




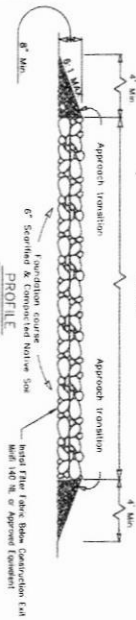


NOTE: STRAW BALES MAY BE USED IN LIEU OF FABRIC. STRAW BALES SHALL BE PLACED ON TOP OF STONE AND SECURELY STAKED IN PLACE.

SILT FENCE DETAIL



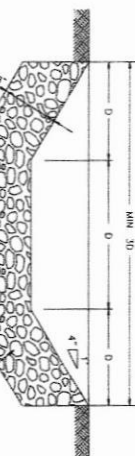
PLAN



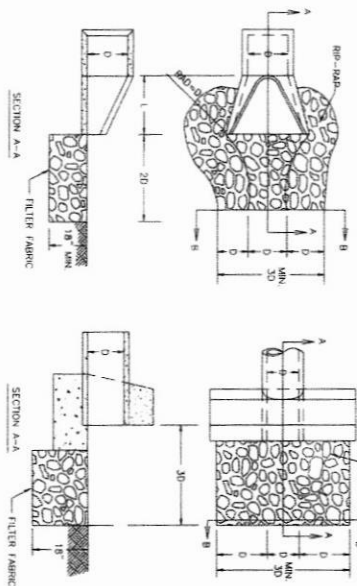
PROFILE

GENERAL NOTES

1. The height of the Type I construction exit shall be as indicated on the plans, but not less than 50'
2. The coarse aggregate should be well graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1.
4. The construction exit shall be graded to allow drainage to a sediment trapping device.

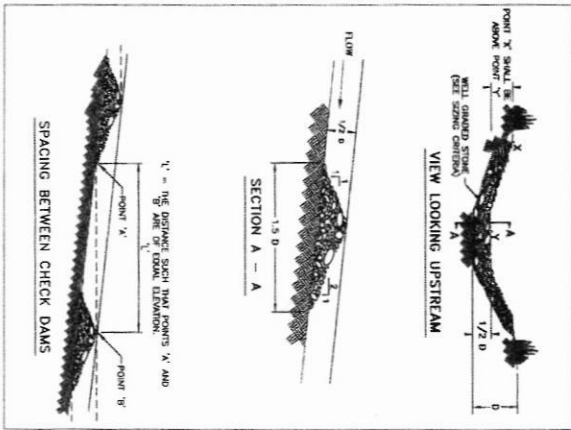


DISCHARGE AREA EROSION CONTROL DETAIL



FLARED END SECTION PLAN

TYPICAL PLAN



SPACING BETWEEN CHECK DAMS

ROCK BERM DETAIL

N.T.S.

**DYNAMIC Engineering Consultants**  
 PROFESSIONAL ENGINEERING SERVICES  
 2001 W. UNIVERSITY BLVD., SUITE 200  
 HOUSTON, TEXAS 77057  
 713.865.1234  
 www.dynamic-engineering.com

**NOAH JOY ESTATES**  
 HOPKINS COUNTY, TX

PROJECT NO. 2024-001  
 SHEET NO. 02

DATE: 10/20/2024  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. JONES  
 APPROVED BY: D. GARCIA

PROJECT LOCATION: 10000 JOY BLVD., HOUSTON, TX 77036

PROJECT DESCRIPTION: EROSION CONTROL DETAIL

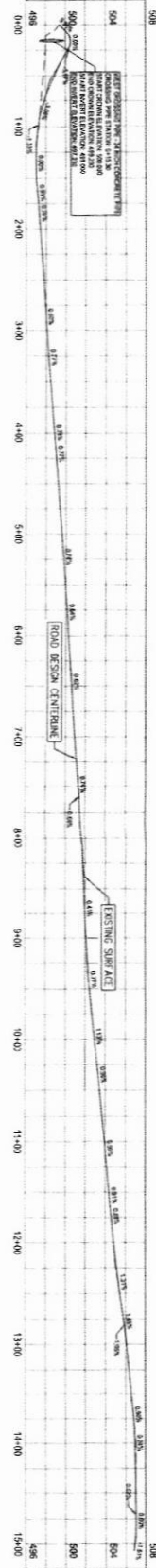
SCALE: AS SHOWN

DATE: 10/20/2024

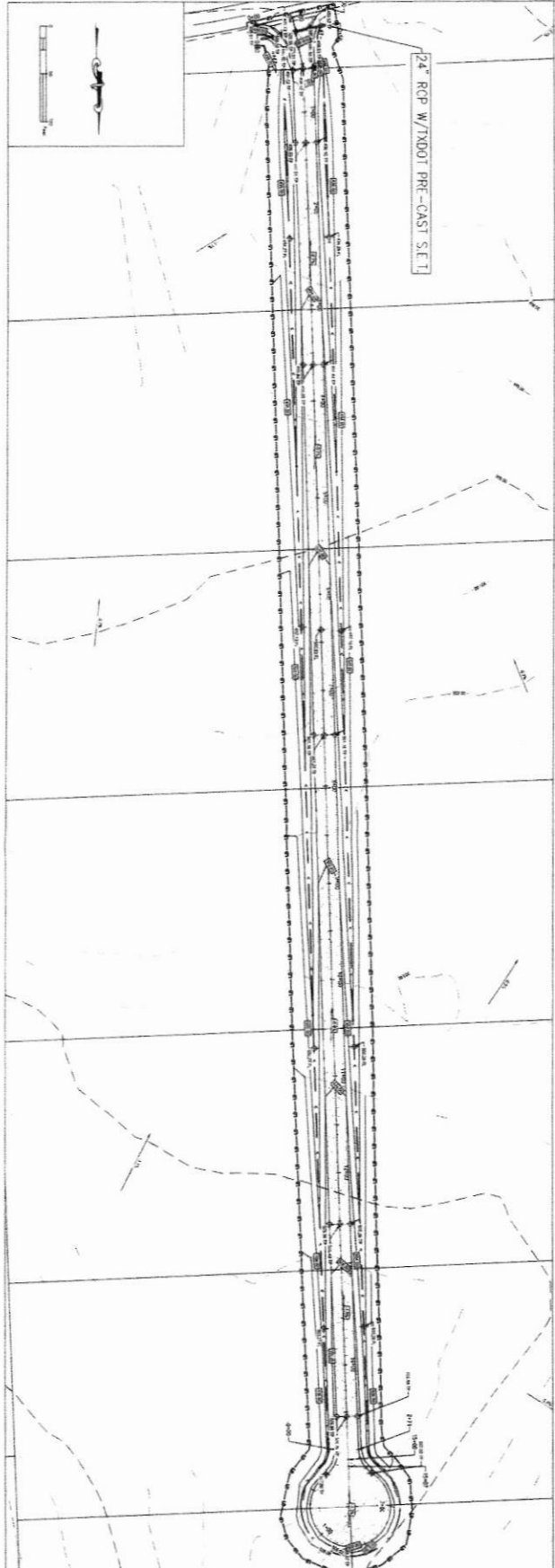
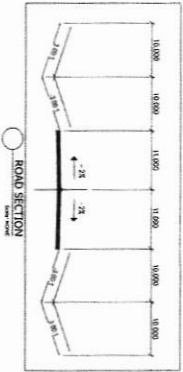
PROJECT NUMBER: 2024-001

SHEET NUMBER: 02





WEST ROAD PROFILE



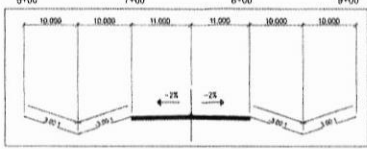
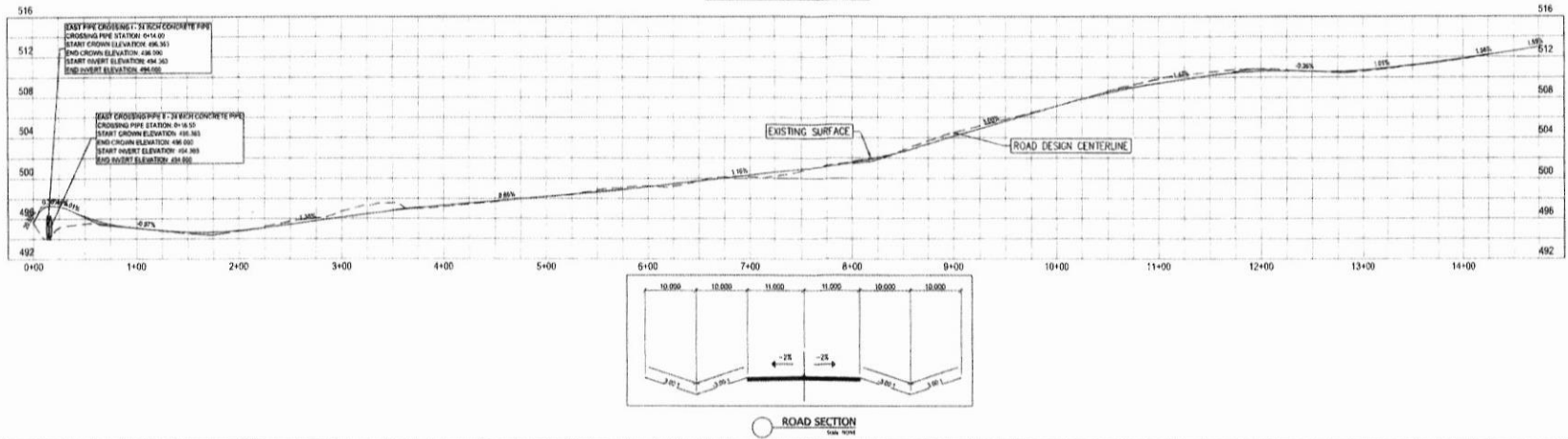
NOAH JOY ESTATES  
HOPKINS COUNTY, TX

PROJECT NO.	NOAH
DATE	08/11/11
DRAWN BY	MD
CHECKED BY	MD
SCALE	AS SHOWN
DATE	08/11/11
SHEET NO.	31

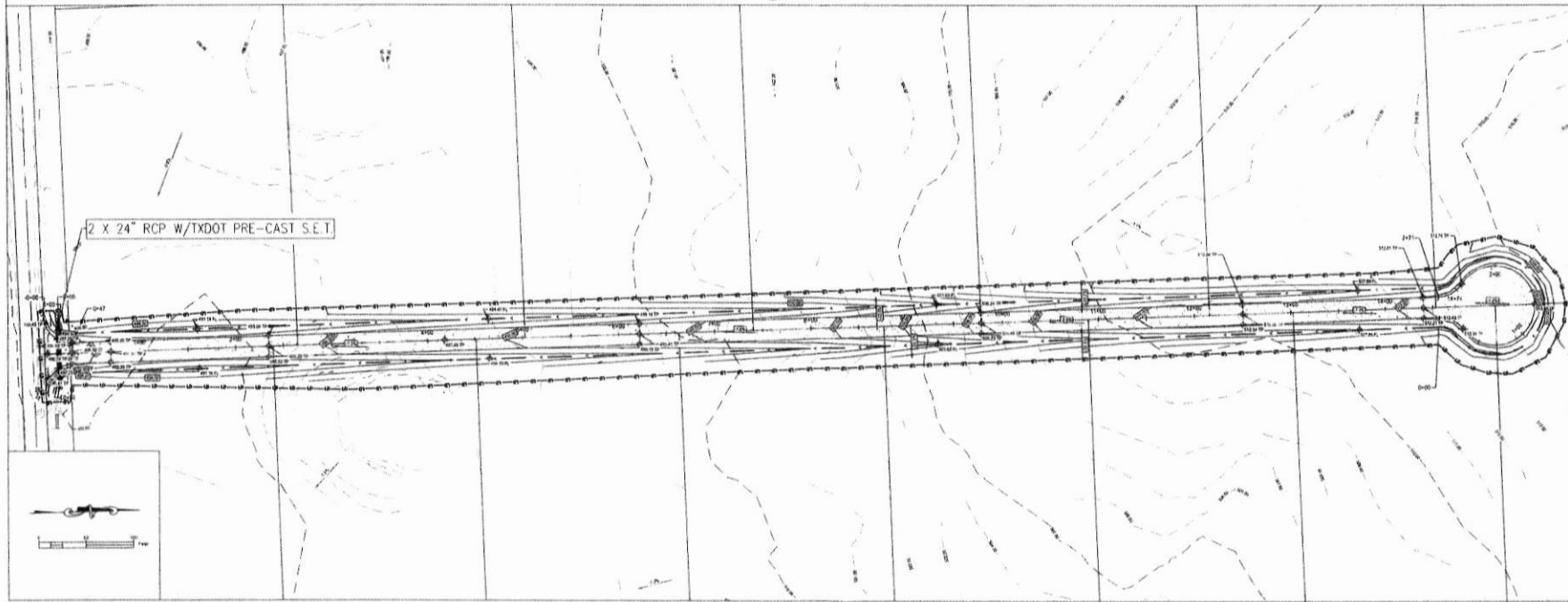
**DYNAMIC Engineering Consultants**  
 PROFESSIONAL ENGINEERING SERVICES  
 201 N. HAWKSWORTH  
 SUITE 100  
 HOUSTON, TEXAS 77058  
 (713) 865-1111  
 www.dynamic-engineers.com

PROJECT NO. NOAH  
 SHEET NO. 31

EAST ROAD PROFILE



ROAD SECTION  
Scale: 1/8" = 1'-0"



PERMIT SET: 920002  
ISSUED FOR: DATE

NOAH JOY ESTATES  
HOPKINS COUNTY, TX



**DYNAMIC**  
Engineering  
Consultants

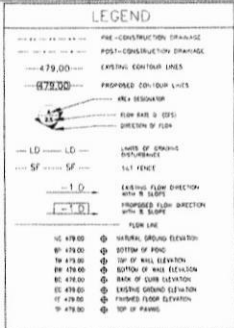
PROFESSIONAL  
ENGINEERING  
SERVICES  
D.R. POLCHESSETT, SUITE C  
SULPHUR SPRING, TX  
75487  
PHONE: 936.291.1111  
FAX: 936.291.1112



ENGINEERING SEAL	DATE
DESIGN	
CHECKED	
ENGINEER	
D.A.	

PROPERTY AND CONSTRUCTION INFORMATION  
 THIS DRAWING IS THE PROPERTY OF DYNAMIC ENGINEERING CONSULTANTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DYNAMIC ENGINEERING CONSULTANTS.  
 PROPOSED ROAD PLAN & PROFILE  
 PROJECT: 8007  
 SHEET NUMBER: C3.2

- ### SITENOTE NOTES
- PROPOSED GRADES ARE TO BE ATTAINED BY REPAIRING EXISTING SITE BY CUT AND FILL OPERATIONS AND OPERATIONS ARE TO BE ACCOMPLISHED BY PLACING MATERIALS IN 4" MAX. LIFT AND COMPACTING TO PROPOSED GRADATIONS AS DETERMINED BY FIELD TESTS. EXISTING GRADATIONS ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED. EXISTING GRADATIONS ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED. EXISTING GRADATIONS ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
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#### Pre-Dev. Rainfall Intensity @ 60 min (Hopkins County)

Return Period (Yr)	Rainfall Intensity @ tc (in/hr)	Frequency Factor C
1	1.49	1
2	1.77	1
5	2.25	1
10	2.57	1
25	3.01	1.1
50	3.37	1.2
100	3.75	1.25

#### Post-Dev. Rainfall Intensity @ 55 min (Hopkins County)

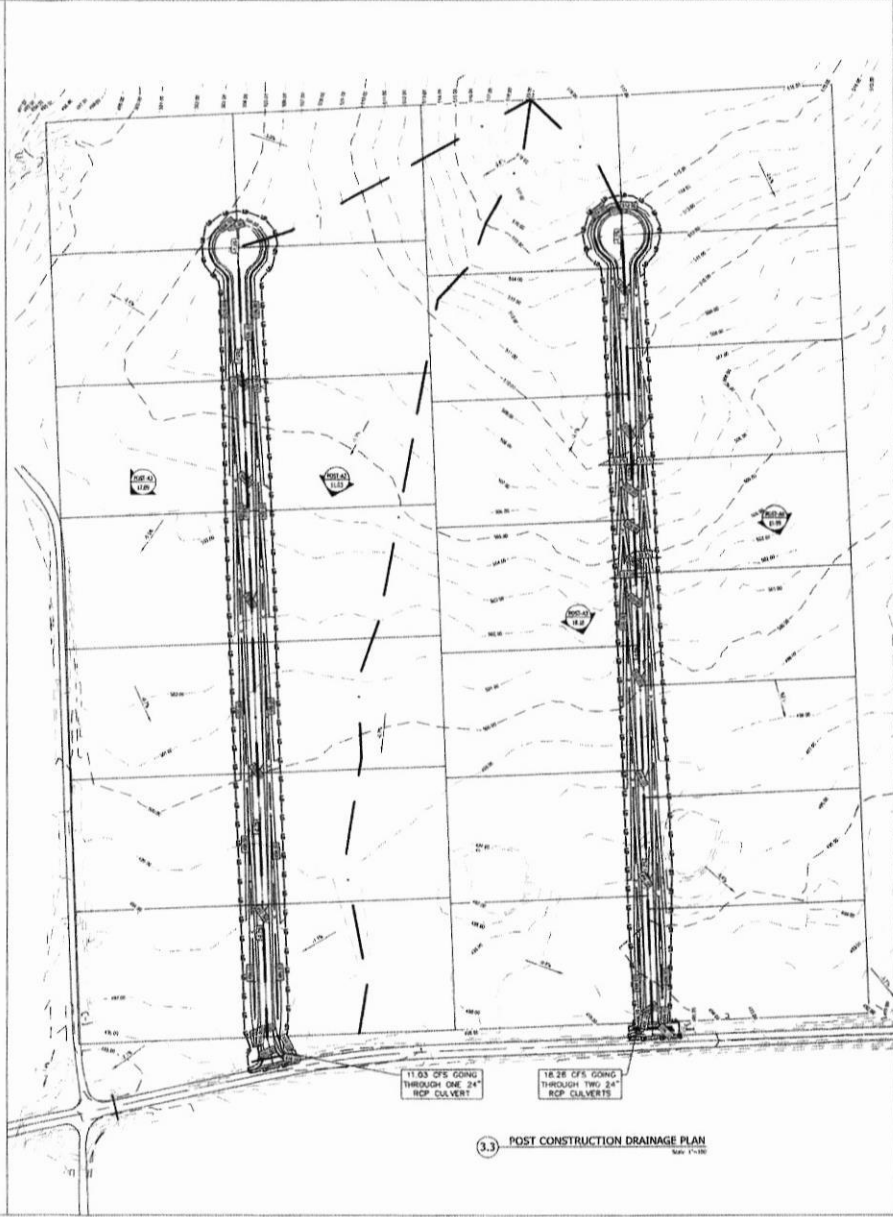
Return Period (Yr)	Rainfall Intensity @ tc (in/hr)	Frequency Factor C
1	1.58	1
2	1.88	1
5	2.38	1
10	2.72	1
25	3.18	1.1
50	3.56	1.2
100	3.96	1.25

#### Noah Joy Estates Pre-Development Flow (Rational Method)

Drainage Divide	Area (Acres)	Time of Conc. t (min)	Composite Runoff Conc. t (%)	Average Slope S (%)	Overland Flow	1 yr Qa(CFS)	2 yr Qa(CFS)	5 yr Qa(CFS)	10 yr Qa(CFS)	25 yr Qa(CFS)	50 yr Qa(CFS)	100 yr Qa(CFS)
Pre-A1	6.52	60	0.30	2.5	250	2.91	3.46	4.40	5.03	6.48	7.91	9.17
Pre-A2	25.19	60	0.30	1.5	250	11.26	13.38	17.00	19.42	26.07	30.56	35.42
Pre-A3	22.25	60	0.30	1.5	250	9.96	11.81	15.02	17.15	22.10	26.99	31.29
Pre-A4	5.31	60	0.30	2.5	250	2.37	2.82	3.58	4.09	5.27	6.44	7.47
<b>TOTAL:</b>						<b>26.49</b>	<b>31.47</b>	<b>40.01</b>	<b>45.70</b>	<b>58.87</b>	<b>71.91</b>	<b>83.35</b>

#### Noah Joy Estates Post-Development Flow (Rational Method)

Drainage Divide	Area (Acres)	Time of Conc. t (min)	Composite Runoff Conc. t (%)	Average Slope S (%)	Overland Flow	1 yr Qa(CFS)	2 yr Qa(CFS)	5 yr Qa(CFS)	10 yr Qa(CFS)	25 yr Qa(CFS)	50 yr Qa(CFS)	100 yr Qa(CFS)
Post-A1	15.76	55	0.31	2.5	100	7.72	8.18	11.63	13.29	17.08	20.87	24.18
Post-A2	9.85	55	0.32	1.5	100	4.98	5.93	7.50	8.57	11.03	13.47	15.60
Post-A3	18.86	55	0.31	2	100	8.26	9.83	12.44	14.22	18.26	22.33	26.87
Post-A4	16.81	55	0.34	2.5	100	9.03	10.74	13.60	15.55	19.99	24.42	28.29
<b>TOTAL:</b>						<b>29.99</b>	<b>35.68</b>	<b>45.17</b>	<b>51.62</b>	<b>66.39</b>	<b>81.08</b>	<b>95.35</b>



NOAH JOY ESTATES  
HOPKINS COUNTY, TX

DYNAMIC Engineering Consultants  
P.L.L.C.  
PROFESSIONAL ENGINEERING SERVICES  
286 S. WILCOX ST. SUITE C  
SULPHUR SPRING, TX 77991  
(936) 261-1111  
www.dynamic-engineering.com

STATE OF TEXAS  
CLARENCE W. BURNETT  
95822  
LICENSED PROFESSIONAL ENGINEER  
ENGINEERING SEAL

DATE: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DESIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_

POST-CONSTRUCTION DRAINAGE PLAN  
PROJECT # \_\_\_\_\_  
SHEET NUMBER C3.3



Date: 10/13/2022

**RE: Availability of Electric Service Noah Joy Estates, FM 1567, Hopkins County**

To Whom It May Concern:

This letter certifies that Farmers Electric Cooperative is a certified Electrical Service Provider in the area of the above referenced property location.

Farmers Electric Cooperative electrical service is available to the project on or about (10/13/2022)

YES        
NO      

Electrical service is available to each project building/lot on or about (project completion)

YES        
NO      

101 **NOTE:** Electrical service will be provided to the project upon contractual agreement and receipt of payment, if any, for Developer Aid to Construction cost which may be assessed. Electrical service will then be provided to the above project upon the completion of installation of new electrical infrastructure into the site location.

Should you have any questions, please contact my office at (903) 513-5556.

Sincerely,

Coy Hawkins  
Project Coordinator  
903-513-5556  
chawkins@fecelectric.com

## Noah Joy Estates Deed Restrictions

The property is conveyed subject to the following restrictions which shall be covenants running with the land and shall be binding upon Grantee, Grantee's heirs and assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

### **The Property is subject to the following restrictions ("the Restrictions"):**

1. No house trailers, mobile homes, prefabricated, modular, or tiny homes of any kind will be permitted on the Property. No structure of a temporary character be used at any time as a residence on the Property. No recreational vehicle may be used as a residence on the Property, nor 5<sup>th</sup> wheel, or anything similar.
2. No more than one single family residence, one extended family dwelling, and one workshop may be constructed on the Property. A residence must contain not less than 1,800 square feet exclusive of porches and garages. An extended family dwelling must contain not less than 400 square feet, and a workshop must contain not less than 400 square feet.
3. All material used in construction on the Property must be new or like new, and of a permanent type. The exterior construction of a residence or extended family dwelling shall be of at least 80% masonry. A workshop may be metal, but it must be powder coated or painted to match the primary dwelling and maintained free from rust. All mailboxes will be constructed from the same or similar material as the residence on the Property.
4. All buildings or structures erected or maintained on the Property must have the exterior completed within six (6) months after groundbreaking, and be fully completed within twelve (12) months.
5. The first 50 feet of any driveway on the Property must be constructed with concrete or asphalt, any further driveway must be constructed with all-weather material.
6. All automobiles on the Property shall be in running condition with inflated tires and parked on improved surfaces outside of the road. No junk or abandoned cars, or anything resembling a garage or wrecking yard, will be permitted on the Property. Non-operable vehicles must be kept in a garage or shop. Any non-operable vehicle not stored inside must be moved within 30 days.

7. No trash or garbage may be dumped or allowed to accumulate on the Property.
8. No semi-trucks, trailers, or construction trucks (cement, bull-dozers, cranes, or commercial vehicles of any kind etc.) will be stored or maintained on the Property, except as needed for construction and delivery of materials during construction.
9. No business or any type of commercial enterprise open to the public will be operated on the Property. This does not prohibit the owner of the Property or their family from conducting businesses remotely from the Property or crafting goods for sale on the property. Customers purchasing goods or services are not allowed to drive to the home to pick up said goods or services.
10. No swine, cows, donkeys, emus, ostriches, goats or other livestock will be permitted on the Property, except for one or two to be raised for educational purposes. No roosters are permitted on the Property. No More than 5 Dogs/Cats combined. No commercial pet breeding is permitted on the Property. All animals on the Property shall be maintained and cared for by the owner of the Property. Animals which create odor or excessive noise will not be permitted on the Property. Any animal which has caused actual injury to a person is not permitted on the Property.
11. No sign shall be displayed to the public view on the Property, except that: (i) any builder, during the time a residence is being constructed thereon, may utilize one professional sign (of not more than eight square feet in size) per tract for advertising and sales purposes; (ii) thereafter, a dignified "for sale" or "for rent" sign (of not more than nine square feet in size) may be utilized by the owner of the tract for the applicable sale or rent situation.
12. Fence must be painted white, 2 or 3 rails with top cap...optional metal hog fence attached inside (metal, approximately 2 inch by 2 inch squares, 12 gauge wire...NOT CHICKEN WIRE). Privacy fencing may not exceed 300 linear feet and must be only used behind the house.
13. All culverts installed on property must be adequate size and run parallel to the private road.
14. No lot in the subdivision may not be replated into a smaller lot.

These Restrictions apply to each tract in Noah Joy Estates. During the term of construction, these Restrictions will be enforced if a majority of the owners of tracts within Noah Joy Estates ("the Owners") request the enforcement action, to be confirmed by the Owners' signatures. After the completion of all residential construction within Noah Joy Estates, these Restrictions are enforceable through an action brought by a majority of the Owners, to be confirmed by their signatures on a written instrument detailing the violation of the Restrictions and appointing one of



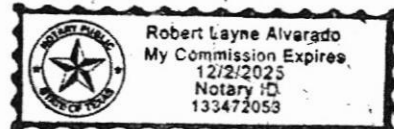
the Owners as agent for the other signatories in such enforcement, with the appointment being accepted by said agent.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Developer/Owner \_\_\_\_\_ Date 10/19/22.

The foregoing instrument was acknowledged / Subscribed and sworn to before me on 10/18/2022 by R. Layne Alvarado



Notary public, State of Texas, County of Hunt  
My commission expires 12/2/2025  
Acting in the County of Hunt

## NOAH JOY ESTATES PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of October 17, 2022 applicable to the undersigned parcel owners and users,

### RECITALS

**WHEREAS**, \_\_\_\_\_ Road (Road) is a private road situated in or near \_\_\_\_\_ City, County of \_\_\_\_\_, State of \_\_\_\_\_, and

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Road; and

**WHEREAS**, it is agreed that future parcel owners or users will be bound by this agreement;

### **NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Vehicle and Pedestrian Access Easement.** The Road shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and any others who may need to access said road.

2. **Utility Easement.** The Road shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. **Road Manager.** The initial Road Manager is Dave McIlrath. In 2024, a Road Manager shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners and/or 5 years, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Manager shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards. The road manager shall also maintain the bank account for the subdivision.

4. **Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of all parcel owners is required for any road improvements and to accept the bid for any road

improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Manager, cost estimates will be provided, and an agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. Emergency work of less than \$1,000 may be performed without the consent of the individual owners.

5. **Community Entrance.** Community entrance will be undertaken and repairs made whenever necessary to maintain the community entrance. The Community entrance includes the sign and uplighting of community entrance.

6. **Street Lighting.** Farmers electric will be responsible for maintenance of street lights. Monthly billing will be charged to the designated group account.

7. **Community Boundary Fence.** Maintenance to the Community boundary fencing along FM1567 will be made whenever necessary to maintain the boundary fencing.

5. **Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed 6 hours).

6. **Cost Sharing.** Road maintenance, and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road.

7. **Prepayment.** Prepayment of maintenance, and improvement costs will be made to the road maintenance account by each property owner. Annually, on or before a date as specified by the Road Manager, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements. The Road Manager shall send each parcel owner a two week notice of the annual payments due. **An upfront payment of \$500 per lot will be made by the purchaser of any and every lot at closing, regardless of the day or month the lot/parcel is purchased. An annual payment of \$200 will be made by each lot owner due on or before February 1<sup>st</sup> of every year. Said \$200 annual payment shall be made for the upcoming year. Both the initial \$500 and the annual \$200 shall be paid to the Road Manager. The initial owners, Dave Mcilrath shall not be responsible for said fees as they are paying for the construction of said road.**

8. **Definition of a Parcel/Parcel/Lot Owner.** A parcel is defined as a land having a parcel identification number and having frontage on the road. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement). When a parcel is being sold on a land contract, the land contract vendee/grantee shall be deemed the owner of record.

9. **Checking Account.** The Road Manager shall establish and/or maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed. The Road Manager is not paid all funds

that come into the account will be utilized for road maintenance, Boundary fence maintenance at FM1567 and maintenance of lighting and/or entry.

10. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

11. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

12. **Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners.

13. **Enforcement.** This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

14. **Disputes.** If a dispute arises over any aspect and/or of the improvements, maintenance, repair or replacement, a third party mediator/arbitrator shall be appointed to resolve the dispute. The decision of the mediator/arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

15. **Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

16. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

17. **Recording** This Document. Original and amended copies of this document , shall be recorded and provided to the County Clerk by the Road Manager.

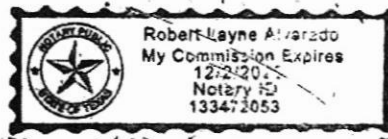
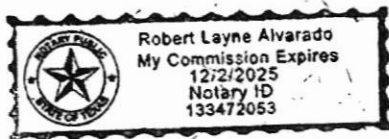
Signed,

*Jane McStrath* <name> 10/18/22 <date>

\_\_\_\_\_ <name> \_\_\_\_\_ <date>

The foregoing instrument was acknowledged / Subscribed and sworn to before me on

10/18/22 by *R. Layne Alvarado*



Notary public, State of Texas, County of Hunt.

My commission expires 12/2/2025.

Acting in the County of Hunt ]