

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: December 11, 2025

Meeting Date: December 22, 2025

Submitted By: Julie Edmiston

Department: Development Services

Signature of Elected Official/Department Head:

Jennifer VanderLaan

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consider and Approval of Construction Bond, Bond Rider, and Associated Documents from Dennis Gene Stowe and Wendy Lukehart Stowe, for the sum of \$205,000.00, Secured by US Casualty and Surety Insurance Company, for the Construction of Roads, Streets, Drainage, and Signage for Stowe Vista, in Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Bond Number: [REDACTED]

CONSTRUCTION BOND

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, **Dennis Gene Stowe and Wendy Lukehart Stowe, Individually and as Trustees of the Stowe Living Trust of Burleson, Texas**, as Principal, and **US Casualty and Surety Insurance Company**, as Surety, whose address is **303 Congress Street, Suite 502, Boston, MA 02210**, are held and firmly bound unto the **County of Johnson, State of Texas (Johnson County)**, as Oblige, through its **County Judge Christopher Boedeker**, or his successor in office, in the sum of **One Hundred Eighty-Five Thousand & 00/100 Dollars (\$185,000.00)**, for the payment of which well and truly be made, we bind ourselves, and each of us, our heirs executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Principal desires to sub-divide and plat a certain tract of land located outside the limits of an incorporated city or town in Johnson County, Texas, said subdivision to be known as **Stowe Vista**, more fully described as **A Subdivision of Lots 1-12, Block A, in Johnson County, Texas, Being a Subdivision of 34.152 Acres Tract of Land Out of the ISAAC BATTERSON SURVEY, ABSTRACT No. 21, Johnson County, Texas**; and

WHEREAS, the said Principal is required by **Section V, Financial Security, of the Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through March 24, 2025 and by Section 232.004 of the Texas Local Government Code** to file a bond with the Johnson County Commissioners Court in the amount of 100% of the estimated construction cost of constructing the roads, streets, drainage and signage for the above described property in conformance with the **Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through March 24, 2025 and in conformance with the plat for the Stowe Vista approved by the Johnson County Commissioners Court and filed in the Plat Records of Johnson County, Texas.**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that the Principal, who owns the tract of land to be subdivided under the name of "**Stowe Vista**" must construct the roads, streets, drainage and signage for such subdivision in conformance with the specifications contained in the **Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through March 24, 2025, and in conformance with the plat approved for said subdivision by the Johnson County Commissioners Court.**

Principal, who owns the tract of land to be subdivided under the name of "**Stowe Vista**" must construct the roads, streets, drainage and signage for such subdivision by **October 15, 2026**. If such roads, streets, drainage and signage are not constructed by **October 15, 2026**, then upon delivery of written notification and reasonable evidence to Surety that such roads, streets, drainage and signage have not been constructed according to the conditions described above, then such proceeds of this bond as are reasonably necessary to construct or complete the construction of the roads, streets, drainage and signage as described in the plat filed in the Plat Records of Johnson County depicting "**Stowe Vista**" shall be payable to **County Judge Christopher Boedeker** or his successor in office, for Johnson County, Texas. Venue for all actions arising under, pursuant, or in relation to this bond shall be in the District Courts of Johnson County, Texas.

This bond shall remain in full force and in effect until all the roads, streets, drainage and signage requirements in and for such subdivision have been constructed and completed by the Principal and approved by the Johnson County Public Works Department and the Commissioners Court, and until this Construction Bond has been released by a Court Order from the Johnson County Commissioners Court.

No right of action shall accrue on this bond to or for the future use of any person or corporation other than the Commissioners Court of Johnson County, Texas herein named or successors of said Commissioners Court.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this **15th** day of **October, 2025**.

PRINCIPAL:

**Dennis Gene Stowe and Wendy
Lukehart Stowe, Individually and as
Trustees of the Stowe Living Trust**

DG Stowe

By:

Address: 291 HOOVER RD BURLESON TX
76928

ADAMIAN STOWE

Witness:

SURETY:

US Casualty and Surety Insurance Company

Richard J. Taylor

By: **Richard J. Taylor**, Attorney in Fact

Address: **781 Neeb Road, Cincinnati, OH 45233**

Ralph Earl Brown III

Witness: **Ralph Earl Brown III**





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly Specht, Kandis Gregory, Anthony Balzano, JoAnn Smith, Cynthia S. Richter, Richard J. Taylor, Madeline Brown, Zachary R. Bradley, Donna Stolzenbach Felicia Thomas, Dawn E. Gittens, Rick Bredow, Ralph Earl Brown III, Ann Robertson, Kenda Freeman, Alexis Estrada, Deborah Perry, Shaun Sullivan

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 14th day of March, 2025



Corporate Seals

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

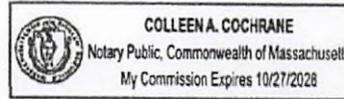
R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 14th day of March, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 15th day of
October, 2025

Corporate Seals



Robert F. Thomas
Robert F. Thomas, President





303 Congress Street, Suite 502, Boston, Massachusetts 02210

BOND RIDER

*This Rider Shall Be Attached To And
Form A Part Of The Following Bond*

BOND NO: [REDACTED]

ORIGINAL ISSUE DATE: 10/15/2025

BOND TYPE: Construction Bond

PRINCIPAL: Dennis Gene Stowe and Wendy Lukehart Stowe, Individually and as Trustees of the Stowe Living Trust

OBLIGEE: County of Johnson, State of Texas (Johnson County)

BOND AMOUNT: \$185,000.00

EFFECTIVE DATE OF CHANGE: 12/04/2025

THE ABOVE REFERENCED BOND IS HEREBY AMENDED AND MODIFIED AS FOLLOWS:

Increase the Cost of Improvements From "\$185,000.00" To "\$205,000.00" to include the three-course chip seal and the additional sign.

Change the Subdivision Name From "Stowe Vista" To "Stowe Vista Subdivision."

Change the Construction Completion Date From "October 15, 2026" To "December 22, 2026."

Signed and sealed this 4th day of December, 2025.

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Richard J. Taylor

Richard J. Taylor, Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly Specht, Kandis Gregory, Anthony Balzano, JoAnn Smith, Cynthia S. Richter, Richard J. Taylor, Madeline Brown, Zachary R. Bradley, Donna Stolzenbach Felicia Thomas, Dawn E. Gittens, Rick Bredow, Ralph Earl Brown III, Ann Robertson, Kenda Freeman, Alexis Estrada, Deborah Perry, Shaun Sullivan

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 14th day of March, 2025



Corporate Seals

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

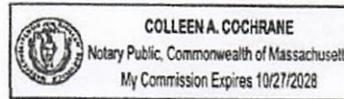
R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 14th day of March, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 4th day of December, 2025

Corporate Seals



Robert F. Thomas
Robert F. Thomas, President



NORTH AMERICAN PAVING, INC.
P.O. BOX 966
WEATHERFORD, TX 76086
OFFICE (817) 426-4469
FAX (817) 599-8293
www.northamericanpaving.com

E-MAIL:

napaving@msn.com

BID PROPOSAL

DATE: SEPTEMBER

23, 2025

TO: DREAMWORX SERVICES, LLC

ATTN: TY BLACKBURN
(817) 901 - 7963

E-MAIL: dreamworxtx@gmail.com

PROJECT: Stowe Vista

INSTALL CHIP & SEAL INFRASTRUCTURE-2 LAYERS

SWEEP AREA FOR PAVING 34,674 SQ.FT.
APPLY PRIME COAT
INSTALL 2 LAYER'S CRS-2 HOT LIQUID ASPHALT
INSTALL 2 LAYER'S GRADE 4 CHIP ROCK
ROLL & COMPACT
MANICURE EDGES
CLEAN UP JOB SITE SALE PRICE: \$43,875.00

INSTALL CHIP & SEAL INFRASTRUCTURE-3 LAYERS

SWEEP AREA FOR PAVING 34,674 SQ.FT.
APPLY PRIME COAT
INSTALL 2 LAYER'S CRS-2 HOT LIQUID ASPHALT
INSTALL 2 LAYER'S GRADE 4 CHIP ROCK
ROLL & COMPACT
MANICURE EDGES
CLEAN UP JOB SITE SALE PRICE: \$69,750.00

BID PROPOSAL GOOD FOR 30 DAYS
SHOULD SQ. FOOTAGE CHANGE, PRICE WILL CHANGE
CUSTOMER RESPONSIBLE FOR BASE COMPACTION & FINAL GRADE
NOT RESPONSIBLE FOR SUB-GRADE
NOT RESPONSIBLE FOR GROUNDWATER

**NOT RESPONSIBLE FOR BONDS, PERMITS, SURVEYING OR TESTING
CUSTOMER TO SUPPLY WATER FOR JOB CONSTRUCTION
1 YR. WARRANTY ON WORKMANSHIP & MATERIALS
FULL PAYMENT DUE UPON COMPLETION**

SIGNATURE: _____ DATE: _____



QUOTATION

525 N. Great Southwest Pkwy.
Arlington, TX 76011
817-640-0992

Q 25 - 70837

Date 09/24/2025
Quoted by Casey Dunbar
Lead Time 2 WEEKS
Terms _____

Quoted to	Ty Blackburn	Cust Code
P	817-901-7963	F
Email	dreamworxtx@gmail.com	
Company	DreamWorx Services, LLC	
	8497 Old Brock Rd.	
Weatherford	TX	76087

Part # / Size	Description	Qty	UM	Unit Price	Total Price
1 FL3X12 BK 3" X 12'	3" x 12' fluted aluminum pole Black	2	EA	130.00	260.00
2 BASE32 BK 3"	Base for 3" Pole Black (5/16-18 X 1/2" Set Screws)	2	EA	131.00	262.00
3 ACORN3 BK 3"	Acorn Finial for 3" Pole Black (5/16-18 X 3/8" Set Screws)	2	EA	34.00	68.00
4 FR9X36 BK 9" X 36"	Slide in frame for 9" x 36" Street Sign, Black (include: 2 bolts, nuts if purchased with posts)	1	EA	104.00	104.00
5 DS9X36 HI 9" X 36"	9" X 36" TWO SIDED STREET SIGN HI-INTENSITY REFLECTIVE, (NAMES AND COLORS TBD)	1	EA	66.00	66.00
6 FR30OCT BK 30"	Sign Frame for 30" Stop Sign Black (include: 2 bolts, nuts if purchased with posts)	1	EA	152.00	152.00
7 R1-1/30 30" OCTAGON	MUTCD STOP SIGN HI-INTENSITY .080 ALUMINUM WITH BLACK BACKING	1	EA	107.00	107.00
8 FR2424 BK 24" x 24"	Sign Frame for 24" x 24" Sign - Black (SQUARE OR DIAMOND SHAPED) SHAPE TO BE DETERMINED BY CUSTOMER (include: 2 bolts, nuts if purchased with posts)	1	EA	118.00	118.00

Freight estimates are only valid for 14 days.

A quote not accepted within thirty (30) days is subject to review.

Custom products are NOT returnable, refundable or cancelable.

Customer agrees to accept the terms and conditions on our website:

www.https://acpinternational.com/terms-conditions





525 N. Great Southwest Pkwy.
Arlington, TX 76011
817-640-0992

QUOTATION

Q 25 - 70837

Quoted to	Ty Blackburn	Cust Code	
P	817-901-7963	F	
Email	dreamworxtx@gmail.com		
Company	DreamWorx Services, LLC		
	8497 Old Brock Rd.		
Weatherford	TX	76087	

Date	09/24/2025
Quoted by	Casey Dunbar
Lead Time	2 WEEKS
Terms	

Part # / Size	Description	Qty	UM	Unit Price	Total Price
9 2424 HI 24" X 24"	24" X 24" HIM REFLECTIVE W/ BLACK BACK ("SLOW DOWN.." REMAINING TEXT TO BE DETERMINED) PROOF NEEDED BEFORE PRODUCTION	1	EA	86.50	86.50
10 FNI	SHIPPING NOT INCLUDED. CONTACT US FOR A FREIGHT ESTIMATE. PROVIDE A DELIVERY CONTACT AND PHONE NUMBER TO AVOID CARRIER FEES. LET US KNOW IF THE LOCATION HAS A DOCK OR FORKLIFT AND IF IT'S COMMERCIAL—EXTRA CHARGES MAY APPLY FOR SPECIAL DELIVERY EQUIPMENT.				
11 RTQC	PLEASE REVIEW THIS QUOTE CAREFULLY, INCLUDING THE SHIP TO ADDRESS, AND MAKE ANY NECESSARY CHANGES BEFORE PLACING YOUR ORDER. CHANGES REQUESTED AFTER THE ORDER IS PLACED MAY CAUSE DELAYS AND ADDITIONAL COSTS.				

Subtotal \$1,223.50
Freight Estimate
Sales Tax Estimate
Total Quote \$1,223.50

SHIP TO ADDRESS

Company: DreamWorx Services, LLC
Attention: Ty Blackburn
Address only: 8497 Old Brock Rd.
Inst. Ste, etc:
Ship To Phone: 817-901-7963
Ship To City: Weatherford
Ship to State: TX **Zip** 76087

Ship to for Freight Estimate

Shipping Via CUSTOMER PICK UP
Shipping Terms PICKUP
Transit Time

Freight estimates are only valid for 14 days.

A quote not accepted within thirty (30) days is subject to review.

Custom products are NOT returnable, refundable or cancelable.

Customer agrees to accept the terms and conditions on our website:

www.https://acpinternational.com/terms-conditions





QUOTATION

525 N. Great Southwest Pkwy.
Arlington, TX 76011
817-640-0992

Q 25 · 70837

Date 09/24/2025
Quoted by Casey Dunbar
Lead Time 2 WEEKS
Terms _____

Quoted to	Ty Blackburn	Cust Code
P	817-901-7963	F
Email	dreamworxtx@gmail.com	
Company	DreamWorx Services, LLC	
	8497 Old Brock Rd.	
Weatherford	TX	76087

Part # / Size	Description	Qty	UM	Unit Price	Total Price
2424 HI 24" X 24"	24" X 24" HIM REFLECTIVE W/ BLACK BACK (CUSTOM PRIVACY VERBIAGE TO BE DETERMINED) PRIVATE ROAD SIGN	1	EA	86.50	86.50
FNI	SHIPPING NOT INCLUDED. CONTACT US FOR A FREIGHT ESTIMATE. PROVIDE A DELIVERY CONTACT AND PHONE NUMBER TO AVOID CARRIER FEES. LET US KNOW IF THE LOCATION HAS A DOCK OR FORKLIFT AND IF ITS COMMERCIAL—EXTRA CHARGES MAY APPLY FOR SPECIAL DELIVERY EQUIPMENT.				
RTQC	PLEASE REVIEW THIS QUOTE CAREFULLY, INCLUDING THE SHIP TO ADDRESS, AND MAKE ANY NECESSARY CHANGES BEFORE PLACING YOUR ORDER. CHANGES REQUESTED AFTER THE ORDER IS PLACED MAY CAUSE DELAYS AND ADDITIONAL COSTS.				

Subtotal \$ 86.50
Freight Estimate
Sales Tax Estimate
Total Quote \$ 86.50

SHIP TO ADDRESS

Company: DreamWorx Services, LLC
Attention: Ty Blackburn
Address only: 8497 Old Brock Rd.
Inst. Ste, etc: _____
Ship To Phone: 817-901-7963
Ship To City: Weatherford
Ship to State: TX Zip 76087

Ship to for Freight Estimate

Shipping Via CUSTOMER PICK UP
Shipping Terms PICKUP
Transit Time

Freight estimates are only valid for 14 days.
A quote not accepted within thirty (30) days is subject to review.
Custom products are NOT returnable, refundable or cancelable.
Customer agrees to accept the terms and conditions on our website:
www.https://acpinternational.com/terms-conditions



Dream Worx Services LLC
Attn: Mr. Ty Blackburn
8497 Old Brock Rd.
Weatherford, Tx 76087
email: dreamworxtx@gmail.com

**UNIT FEE CONTRACT
CONSTRUCTION MATERIALS TESTING SERVICES FOR
PAVING, GRADING AND DRAINAGE
STOWE VISTA
JOHNSON COUNTY, TEXAS**

Dear Mr. Blackburn:

We are pleased to submit this unit fee contract for providing construction materials engineering services on the above referenced project.

Project Budget

Based upon our understanding of your needs, our unit fees for this project will be as stated on the budget attachment. All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either \$300 or our actual rescheduling costs based on the project's unit fees, for each site visit performed. Service requests may be made Monday through Friday 7:00 am to 5:00 pm and should be received 24-hours in advance but no later than 3:00 PM of the day prior to service. CMJ will make every effort to service same day service requests but cannot guarantee your request will be serviced without the required prior notice.** The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this unit fee contract or for one year from that date if our services for this project are started within that forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

Closing

CMJ Engineering, Inc. appreciates the opportunity to submit this contract. We have provided the attached unit fees that corresponds to our understanding of the work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or proposal. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.

Angie M. McCullough
Vice President


Will Avila
Senior Project Manager

Dream Worx Services LLC

Unit Fee Contract No. 25-130

September 24, 2025

**UNIT FEE CONTRACT
 CONSTRUCTION MATERIALS TESTING SERVICES FOR
 PAVING, GRADING, AND DRAINAGE
 STOWE VISTA
 JOHNSON, TEXAS**

<u>DESCRIPTION</u>	<u>FEE</u>	<u>UNIT</u>
<u>Earthwork</u>		
Slake Sieve Analysis (TEX 101/110E)	\$ 244.50	each
pH Lime Series (Eades and Grim Method)	\$ 395.00	each
Moisture/Density Relations Soil-Cement (ASTM D558)	\$ 323.50	each
Moisture/Density Relations (ASTM D698)	\$ 215.50	each
Oversize Rock Correction (ASTM D4718)	\$ 160.50	each
Liquid & Plastic Limit (ASTM D4318-B)	\$ 75.00	each
Laboratory Sieve Analysis (ASTM C117, D1140)	\$ 85.00	each
Laboratory Sieve Analysis (ASTM C136)	\$ 102.50	each
Earthwork Observation/Testing Including all Non-Test Pit		
In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 Hours/Trip)	\$ 89.00	hour
Additional Fee-Test Pit In-Place Moisture/Density Testing	\$ 18.50	each
Nuclear Density Gauge Fee (Daily)	\$ 56.00	each
Vehicle Trip Charge	\$ 141.00	trip
<u>Hourly Office Services</u>		
Senior Geotechnical Engineer (1.0 Hour Min Charge)	\$ 175.00	hour
Project Manager	\$ 117.50	hour
Same-day Insufficient Notice Fee	\$ 300.00	each

Notes:

1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other services that would be requested of a project manager will be billed as same. All compliance letter requests shall be made with sufficient notice to allow for a minimum of 10 businesses to complete the required report reviews and letter completion.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"x8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on \$1.40/mile plus tolls, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or based on a maximum of 25 miles from CMJ.
10. All same-day service requests will be charged a minimum \$300 insufficient notice fee or actual rescheduling costs if greater.
11. All test-pit moisture-density testing will be charged a \$18.50 fee for each test in addition to standard hourly fee.
12. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

TERMS FOR CONSTRUCTION MATERIALS TESTING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and DREA WORX SERVICES LLC hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached UNIT FEE identified as UNIT FEE No. 25-130 dated September 24, 2025, and any exhibits or attachments noted in the UNIT FEE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CMJ will be based solely on information available to CMJ. CMJ is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. (this is called the "Standard of Care"). The Standard of Care shall solely govern CMJ's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMJ's services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the UNIT FEE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CMJ will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CMJ arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

CMJ will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

MONITORING

If CMJ is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the UNIT FEE, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CMJ will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay CMJ in accordance with the procedures indicated in the UNIT FEE and its attachments. Invoices will be submitted to CLIENT by CMJ, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CMJ in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the CMJ, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the CMJ will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay CMJ within sixty (60) days after invoices are rendered, CLIENT agrees that CMJ will have the right to consider the failure to pay the CMJ's invoice as a breach of this AGREEMENT.

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CMJ will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

NON-SOLICITATION OF CMJ ENGINEERING AND TESTING, INC. EMPLOYEES, CLIENTS, and PROSPECTS

CLIENT recognizes CMJ's legitimate interest in protecting CMJ's relationships with its employees. Accordingly, CLIENT agrees that, during the CLIENT's engagement with CMJ, CLIENT shall not engage in any conduct which could in any way jeopardize or disturb any relationship of CMJ with any employee. CLIENT further agrees that CLIENT shall not, at any time during the Term of this Agreement and for a period of twelve (12) months following the termination of the Agreement (i) directly or indirectly, solicit, attempt to solicit, induce, offer employment to, hire, or otherwise retain any individual employed with CMJ during the aforementioned period.

INJUNCTIVE RELIEF

CLIENT recognizes that the rights and privileges granted to CLIENT by this agreement and CLIENT's corresponding obligations to CMJ are of a special, unique and extraordinary character, the loss of which may not be reasonably or adequately compensated for in damages in any action at law. Accordingly, CLIENT understands and agrees that CMJ shall be entitled to seek equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of any other section in this Agreement. This entitlement shall not be construed as limiting CMJ's remedies at law or in equity.

RISK ALLOCATION

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CMJ of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CMJ and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CMJ and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CMJ to take immediate measures to protect health and safety. CLIENT agrees to compensate CMJ for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CMJ agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CMJ harmless for any and all consequences of disclosures made by CMJ which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CMJ arising from CMJ'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CMJ which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

INDEMNIFICATION

CLIENT shall indemnify and hold harmless CMJ, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney’s fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client’s control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless CMJ against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by CMJ, its agents or employees, or any third party under CMJ’s control, other than the client or its agent, employee, or subcontractor of any tier.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between CMJ and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CMJ have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CMJ's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT COMPANY NAME	CMJ ENGINEERING, INC.
---------------------	-----------------------

CLIENT SIGNATURE	SIGNATURE
------------------	-----------

CLIENT PRINTED NAME	ANGIE M. MCCULLOUGH
---------------------	---------------------

POSITION	Vice President POSITION
----------	----------------------------

DATE	DATE
------	------

ESTIMATE

Dreamworx Services LLC
8131 Old Brock Rd
Brock, TX 76087-6500

dreamworxtx@gmail.com
+1 (817) 901-7963



Weston Residential LLC

Bill to
WESTON RESIDENTIAL LLC

Stowe Vista
Johnson County, Tx

Ship to
WESTON RESIDENTIAL LLC

Estimate details

Estimate no.: 1029
Estimate date: 10/03/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization	Site Mobilization	1	\$5,000.00	\$5,000.00
2.	Silt Fence	Silt fence per plan. Furnish and install reinforced silt fence. Metal post with wire backing. 6" trench embedment 6" deep and 6" wide trench per specs Silt fence secured to each support post with 3' minimum overlap.	2050	\$2.50	\$5,125.00
3.	Site Work	Set culverts per engineered specs. Entry way culverts (3) - 30"x40' culverts (6) - 10' 4:1 concrete safety ends Note: Culverts supplied by customer. Labor only.	1	\$5,000.00	\$5,000.00
4.	Unclassified Excavation	Strip all vegetation within limits of grading. Cut to stockpile.	39318	\$0.35	\$13,761.30
5.	Unclassified Excavation	Grade site to proposed elevations and compact subgrade. Cut & place - 3,300CY Cut w/ swell - 4,455	4455	\$5.15	\$22,943.25

Fill - 3,300CY

Note: All quantities provided by the engineer.

6.	Unclassified Excavation	Furnish and install flex base.	2200	\$20.50	\$45,100.00
		Private spec rd. - Gated Community 24' road bed 22' chip seal paving cap (by other) 2,200 tons of base 39,318 SF @ 8" of compacted flex base. All compaction to meet or exceed county specifications.			
7.	Unclassified Excavation	Labor to spread, moisture condition and compact road base.	2200	\$6.75	\$14,850.00
		Note: All water to be sourced on site or supplied by developer. DreamWorx is not responsible for furnishing water.			
8.	Testing	All testing to be performed by other. CMJ estimate attached separately.	1	\$0.00	\$0.00
		Lime series testing Subgrade compaction testing Base compaction testing Bid attached separately.			
9.	Erosion Control	Erosion control:	47880	\$0.15	\$7,182.00
		Hydroseed all ditches & disrupted soils to establish appropriate vegetation to hold excavated soils. Lay blanket or water retarders as needed throughout construction. Minimal slopes - no oversized speed per engineer. Product Requirements and Care The Client agrees to ensure that the hydroseeded area is watered according to the following schedule: <ul style="list-style-type: none">• Water the hydroseeded area twice a day until ground is sufficiently damp.• Maintain this watering schedule for a duration of 14 days, starting from the date of application. If there has been no rainfall, maintain a schedule of one day thereafter for one week. Failure to follow this watering schedule will affect the results of the hydroseeding and void any warranty.			
10.	Construction Entrance	Install construction entrance: 8" thick	1	\$4,500.00	\$4,500.00

3x5 limestone
35' wide
55' long

11. Site Work	Prepare pads for all mailboxes and signage. Concrete done by other.	1	\$1,500.00	\$1,500.00
12. Unclassified Excavation	Finish dress of site. Touch up all ditches prior to demobilizing. Remove all silt as needed. Cut to stockpile.	1008000	\$0.01	\$10,080.00
Total				\$135,041.55

Accepted date

Accepted by