

SUBDIVISION DEVELOPMENT AGREEMENT

This **SUBDIVISION DEVELOPMENT AGREEMENT** (the "Agreement") is made as of _____, 2025 (the "Effective Date"), by and between **FREELAND (HOUSTON) ASLI X, LLC**, a Delaware limited liability company, or its successors or assigns ("Developer"), and **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County"), the foregoing being sometimes referred to collectively as the "Parties".

A. Developer owns approximately 556.1 acres of real property ("Developer's Property") more particularly described in Exhibit A and which will be development into a master planned community with residential, commercial, recreational, and open space uses.

B. Developer desires to develop Developer's Property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. detailed in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) with the approved variances (Exhibit D).

C. The County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County.

D. The County desires that the project be developed on Developer's Property and expects to receive a benefit from the development of the Project.

E. In exchange for the approval of certain variances needed to facilitate the development of Developer's Property, Developer agrees to complete the development subject to certain construction and development standards.

IN CONSIDERATION of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURPOSE**. The Parties desire to coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, D, E, and F. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.

2. **ASSIGNMENT**. The parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its exhibits. While Developer and its

affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer or commercial builders who may purchase tracts from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

3. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any exhibits, must be in writing and signed by both parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by both parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

4. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.

5. **DEFAULT.** No party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of written notice of default from the other party, during which time the defaulting party may cure the default. Absent force majeure or a written extension of the cure period signed by both parties, if the default is not cured within the thirty-day cure period, the non-defaulting party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.

6. **NOTICES.** All notices for this Agreement shall be in writing and may be effected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other party in accordance with this section.

Notices mailed to County:

County Judge
836 Austin Street, Suite 203
Hempstead, Texas 77445

Notices mailed to Developer:

Freeland (Houston) ASLI X, LLC
c/o Avanti Properties Group
923 N. Pennsylvania Avenue
Winter Park, FL 32789
Attn: Houman Samanian
Email: houman@ersagrae.com

with a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Katie Sherborne
Email: ksherborne@abhr.com

7. **CONTRACTING AUTHORITY.** The Waller County Commissioners Court is the contracting authority for the County. All amendments, waivers, etc. requiring approval under this Agreement must be approved by the Waller County Commissioners Court on behalf of County.

8. **FORCE MAJEURE.** In this Agreement, force majeure shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the parties that impact a party's inability to perform in a timely manner with the provisions of this Agreement. If a party is wholly or partially unable to perform its obligations under this Agreement due to force majeure, then such party shall give written notice to the other party within ten (10) days of the occurrence of a force majeure event. While a force majeure event may delay or postpone a party's obligations during the continuance of an inability to perform, a force majeure event will not waive or alter the substance of a party's obligations under this Agreement. The party

claiming force majeure shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

9. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

10. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

11. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership among the parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

12. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a party to this Agreement.

13. **LAW ENFORCEMENT.** After full build-out within Waller County Municipal Utility District No. 48 (the "District"), it is understood and agreed that the District shall contract with the Waller County Sheriff's Department to provide supplemental police protection services to Developer's Property. The interlocal agreement for such services shall be identical to the form of agreement entered into with other municipal utility districts in Waller County, Texas.

14. **TRAFFIC SIGNAL.** The County shall design and construct the traffic signal at the intersection of Stockdick Road and FM 2855 (the "Traffic Signal"), and either Developer or the District shall pay 25% ("Developer's Share") of the costs attributable to the acquisition or construction of the Traffic Signal, including design costs, the costs of construction, acquisition, and installation; costs of acquiring necessary interests in real property and/or easements; costs of preparing plans and specifications and observing construction; costs related to storm water management, pollution control and wetlands mitigation; costs of acquiring necessary licenses or permits; costs of engineering and advertising services; costs of material and soil testing; change orders; fiscal, legal, administrative, advertising, and contingencies costs; platting; costs of legal

proceedings or judgment; and all other items and expenses of a similar or different nature reasonably required for the construction or acquisition of the Traffic Signal, including contingencies (collectively, the "Construction Costs"). At least sixty (60) days prior to the approval by the County of the final plat within the current boundaries of Developer's Property, the County shall provide an invoice to Developer setting forth Developer's Share of the Construction Costs, to be due and payable by Developer to the County prior to the recordation of such final plat. It is understood and agreed that payment of Developer's Share shall not be due and payable by Developer to the County prior to the recordation of the final plat within the current boundaries of Developer's Property, even if the Traffic Signal is constructed by the County prior to such date.

15. **MULTIFAMILY/BTR CONSTRUCTION.** Notwithstanding anything to the contrary set forth herein or in the attached exhibits, (i) multifamily buildings may only be constructed within Developer's Property with the prior written approval of the County, not to be unreasonably denied, conditioned, or delayed, and (ii) build-to-rent communities shall be prohibited within Developer's Property.

16. **DONATION OF SITE TO COUNTY.** Within sixty (60) days of a written request from the County, Developer or the District shall donate one of the seven (7) acre drill site (the "Site") located within the boundaries of the District for use as a County regional park, to be selected by Developer. The Site shall be conveyed to the County by special warranty deed, as is, where is, and with all faults and shall either have current access from a County road or future access to a County road to be constructed by the District with funds advanced by Developer. Such deed shall contain restrictions on the use of the Site for parkland and a public recreation area. Further, such deed shall provide that if, at any time after the Site is developed as a park or public recreational area, the County ceases to use the Site for parkland and public recreational purposes for a continuous period of one hundred eighty (180) successive, calendar days, for the benefit of and use by the public, including, without limitation, those members of the public who reside within the boundaries of the District, then, the District shall notify the County in writing of such cessation and provide the County with an opportunity to cure the default within sixty (60) days after receipt of such written notice from the District. If the County fails to cure the default within sixty (60) days after receipt of such written notice from the District, title to the Site shall revert to the District, without further action or cost to the District, and the County shall execute a special warranty deed conveying the Site to the District, which will be recorded in the real property records of Waller County, Texas. The County agrees that any improvements within the Site shall be consistent with Developer's planned amenities as shown on Figure B attached hereto.

17. **DONATION OF FUNDS TO COUNTY.** Upon recordation of final plats that contain a minimum of fifty percent (50%) of the total lots that will be constructed within the Project, Developer will make a payment of \$100,000 which funds shall be used by the County for "Community Enhancements" such as park improvements

within the Site. For the purposes of this Agreement, it is understood that the total number of single-family residential lots within the Project is one-thousand five hundred lots (1,500). Minor changes shall be permitted consistent with the Plan of Development as detailed in Exhibit B of this Agreement.

18. MEMORANDUM OF AGREEMENT. This Agreement and any amendments hereto shall be recorded by Developer in the Official Public Records of Waller County, Texas.

19. VERIFICATIONS.

- (a) Foreign Terrorist Organizations. For purposes of Section 2252.152, Texas Government Code, as amended, Developer hereby verifies that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate, unless affirmatively declared by the United States government to be excluded from its federal sanction regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code.
- (b) For purposes of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, Developer hereby verifies that it does not employ 10 or more full-time employees and, therefore, is not required to make verifications pursuant to Sections 2271.002, 2274.002, and 2276.002, Texas Government Code.

[Signature pages immediately follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the Effective Date.

FREELAND (HOUSTON) ASLI X, LLC

By: Avanti Strategic Land Investors X, LLC

By: APG ASLI X, LLC

By: Avanti Properties Group III, L.L.L.P.

By: APG III GP, LLC

By: Avanti Management Corporation

By: _____

Andrew Dubill
Executive Vice President

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Andrew Dubill, Executive Vice President of Avanti Management Corporation, a _____ corporation, _____ of APG III GP, LLC, a _____ limited liability company, _____ of Avanti Properties Group III, L.L.L.P., a _____ limited liability limited partnership, _____ of APG ASLI X, LLC, a _____ limited liability company, _____ of Avanti Strategic Land Investors X, LLC, a _____ limited liability company, _____ of Freeland (Houston) ASLI X, LLC, a _____ limited liability company, on behalf of said corporation, limited liability companies, and limited liability limited partnership.

[S E A L]

Notary Public, State of Texas

WALLER COUNTY, TEXAS,
a political subdivision of the State of Texas

By:

Carbett "Trey" J. Duhon III
County Judge

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Carbett "Trey" J. Duhon III, County Judge of Waller County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

[S E A L]

Notary Public, State of Texas

EXHIBITS

Exhibit A – Developer’s Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E - Memorandum of Agreement

Exhibit A
Developer's Property

DESCRIPTION OF A 556.1 ACRE TRACT OF LAND SITUATED
IN THE H. & T.C. R.R. CO. SURVEY, SECTION 98, ABSTRACT NO. 286,
H. & T.C. R.R. CO. SURVEY, SECTION 81, ABSTRACT NO. 158, &
H. & T.C. R.R. CO. SURVEY, SECTION 82, ABSTRACT NO. 290
WALLER COUNTY, TEXAS

BEING a 556.1 acre (24,222,967 square foot) tract of land situated in the H. & T.C. R.R. Co. Survey, Section 98, Abstract No. 286, the H. & T.C. R.R. Co. Survey, Section 81, Abstract No. 158, and the H. & T.C. R.R. Co. Survey, Section 82, Abstract No. 290 of Waller County, Texas and being all of a called 556.084 acre tract of land as described in an instrument to Freeland (Houston) ASLI X, LLC recorded under Waller County Clerk's File Number (W.C.C.F. No.) 2115429, said 556.1 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the perimeter of said 556.084 acre tract as cited herein:

BEGINNING at the Northeast corner of said 556.084 acre tract and the herein described tract, same being the Southeast corner of a called 569.5433 acre tract of land as described in an instrument to Weiss Land and Development, LLC recorded under W.C.C.F. No. 1907427, lying on the West right-of-way line of F.M. 2855 (100 feet wide as occupied), from which a found 5/8-inch iron rod with cap stamped "SURVCON" bears S 81°34' W, a distance of 0.34 feet and a found 5/8-inch iron rod with cap stamped "THOMAS 5736" bears N 02°14' W, a distance of 7.52 feet;

THENCE, S 02°00'51" E, along and with the East line of said 556.084 acre tract and the West right-of-way line of said F.M. 2855, a distance of 1,407.43 feet to the most Easterly Southeast corner of the herein described tract and said 556.084 acre tract, same being the Northeast corner a called 160 acre tract of land as described in an instrument to Dollins Farm Partnership recorded under Vol. 1154, Pg. 184 of the Harris County Deed Records (H.C.D.R.), from which a found 3/4-inch iron rod bears N 59°21' W, a distance of 0.31 feet and a found 5/8-inch iron rod with cap stamped "JONES & CARTER" bears N 09°51' W, a distance of 7.52 feet;

THENCE, S 87°58'30" W, along and with a Southerly line of said 556.084 acre tract and the North line of said 160 acre tract, at a distance of 2,624.18 feet pass the Northwest corner of said 160 acre tract and the Northeast corner of a called 318.743 acre tract of land described as Tract 7 in an instrument to Hilcorp Energy I, LP recorded under W.C.C.F. No. 1909037, continuing along and with the a Southerly line of said 556.084 acre tract and the North line of said 318.743 acre tract, a total distance of 5,249.03 feet to an interior corner of the herein described tract and said 556.084 acre tract, same being the Northwest corner of said 318.743 acre tract, from which a found 2-inch iron pipe with cap bears N 70°18' W, 0.64 feet;

THENCE, S 02°00'26" E, along and with the West line of said 318.743 acre tract and an Easterly line of said 556.084 acre tract, a distance of 5,283.54 feet to a found 1/2-inch iron rod with aluminum cap found for the most Southerly Southeast corner of the herein described tract and said 556.084 acre tract, same being the Southwest corner of said 318.743 acre tract, the Northwest corner of a called 79.794 acre tract described as Tract 8 in an instrument to Hilcorp Energy I, LP recorded under W.C.C.F. No. 1909468, and the Northeast corner of a called 258.270 acre tract of land described as Tract I in an instrument to Freeland (Houston) ASLI X, LLC recorded under W.C.C.F. No. 2115430, from which a found 1/2-inch iron rod bears N 37°22' E, a distance of 5.54 feet;

THENCE, S 87°59'33" W, along and with the South line of said 556.084 acre tract and the North line of said 258.270 acre tract, a distance of 1,717.00 feet to a 5/8-inch iron rod found for the Southwest corner of the herein described tract and said 556.084 acre tract, same being the Northwest corner of said 258.270 acre tract, lying on the West line of a called 706.172 acre tract of land described as Tract I in an instrument to City of Houston, Texas recorded under Vol. 397, Pg. 51 and Vol. 397, Pg. 65 of the W.C.D.R.;

THENCE, N 16°19'33" W, along and with the West line of said 556.084 acre tract and the East line of said 706.172 acre tract, a distance of 6,794.62 feet to a 5/8-inch iron rod found the Northwest corner of the herein described tract and said 556.084 acre tract, same being the Southwest corner of said 569.5433 acre tract, from which a found 5/8-inch iron rod with cap stamped "THOMAS 5736" bears N 15°07' W, a distance of 7.65 feet;

THENCE, along and with the North line of said 556.084 acre tract and a Southerly line of said 569.5433 acre tract, the following courses and distances:

N 87°59'34" E, a distance of 3,397.43 feet to an interior corner of the herein described tract and said 556.084 acre tract, same being a Southerly corner of said 569.5433 acre tract, from which a found 5/8-inch iron rod with cap stamped "JONES & CARTER" bears N 20°37' E, a distance of 0.33 feet and a found 5/8-inch iron rod with cap stamped "THOMAS 5736" bears N 14°34' W, a distance of 7.71 feet;

N 02°00'26" W, a distance of 107.43 feet along and with the East line of said 569.5433 acre tract and the West line of said 556.084 acre tract to a Northerly corner of the herein described tract and said 556.084 acre tract, same being an interior corner of said 569.5433 acre tract, from which a found 5/8-inch iron rod with cap bears S 75°15' W, a distance of 0.27 feet and a found 5/8-inch iron rod with cap bears N 14°21' W, a distance of 7.67 feet;

N 87°58'30" E, a distance of 5,248.84 feet along and with the South line of said 569.5433 acre tract and the North line of said 556.084 acre tract to the **POINT OF BEGINNING** and containing 556.1 acres (24,222,967 square feet) of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.




Austin Woo RPLS No. 6852
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

Exhibit B

Plan of Development

Exhibit B

Plan of Development

Sunset Grove

Prepared by:



10777 Westheimer Road #500
Houston, Texas 77042

November 22, 2024

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Exhibit B
Plan of Development
Sunset Grove

August 21, 2024

A. Introduction

1. Description of the Subject Property

Sunset Grove (Project) is a ±556.1-acre master planned community in Waller County located north of Morton Road, south of FM 529 (Freeman Road), west of FM 2855, and east of FM 362. The Project is located within the bounds of Waller County Municipal Utility District 48 (WCMUD 48) and is directly bounded by proposed Clay Road to the south, FM 2855 along the eastern boundary, and proposed Stockdick Road, a designated major thoroughfare, along the innermost southern boundary of the tract. The Project is also bounded to the west by City of Houston Airport System owned property currently used as a mitigation bank related to Houston Airport operations and to the east by primarily undeveloped agricultural land.

The Project may have a different name in the future and is referred to as “Sunset Grove” or “Project” within this document and will be referred to as such, until such a time where a development name is chosen. It is understood that this document shall be deemed applicable to the Project in perpetuity, regardless of future naming.

2. Description of the Proposed Development

The Conceptual Master Plan for the property, as shown on Exhibit C, is comprised of predominately single-family residential uses with open space, recreational, and commercial uses. The Plan presents the opportunity to develop a large tract of land as a single, cohesive master planned community. Proposed single family lot sizes are indicative of the current real estate market and desire for a broad range of housing. Residential lots will range in size from approximately 4,200 square feet to over 7,200 square feet. Commercial uses are proposed where appropriate to compliment the development and the area's surrounding growth.

The proposed development will include the following features:

- Amenitized open space within the community
- A series of amenity lakes providing storm water detention within the community
- A system of sidewalks and trails providing connectivity within the community

3. Description of the Land

As shown on Figure A, Sunset Grove is comprised of ±556.1 acres, and is currently undeveloped agricultural land. Legal descriptions for Sunset Grove are provided in Exhibit A of this document. The property is bifurcated in numerous locations by pipeline easements, as well as six (6) separate drill sites.

4. Purpose Statement

The primary purpose of this Plan of Development is to prescribe land use and development regulations that will establish a higher quality master planned community than through the use of conventional subdivision regulations.

Master planned communities, in general, provide tremendous benefits for counties when compared to development that occurs in a disjointed or piece meal fashion. Historically, property values within master planned communities are greater and more stable than property values outside of master planned communities, providing local governments with a greater ability to plan and fund services. Additionally, residents of master planned communities typically call upon public services, including public safety, at a lower rate than in other areas that are not master planned, deed restricted, and managed by strong homeowners' associations. Master planned communities provide stability and predictability that enhance a county's long-range planning and financial objectives.

In addition to the standards provided in this Plan of Development and the Waller County Subdivision and Development Regulations, a homeowners' association will be established and made legally responsible for maintenance of common areas and community amenities not dedicated to the public, or responsible for maintenance by WCMUD 48.

B. Design Standards Applicable to the Development

It is the intent the Plan of Development approved herein will be developed in compliance with the below design standards and the Waller County Subdivision and Development Regulations, as amended and adopted on December 6th, 2023, as well as the Waller County Acceptance Criteria for New Construction, Repair, and Replacement of Concrete Roadways, as adopted on December 6th, 2023. If a design standard is not stated below, then regulations contained in the Waller County Subdivision and Development Regulations as amended and adopted on December 6th, 2023, shall be deemed applicable for this Plan of Development.

If there are discrepancies between the text of this document and any figures or addenda attached, the text shall prevail.

The Project shall be developed in accordance with the following design standards:

1. Single-Family Residential Density

- a. The total number of single-family residential lots within the Project shall be one-thousand five hundred lots (1,500).
- b. The total number of proposed single-family residential lots are approximate and minor changes to the Plan of Development shall be permitted, provided such changes are consistent with the intent and general purpose of the Plan of Development and do not result in an increase in total single-family residential lots of more than ten percent (10%).

2. Lot Size

- a. Minimum lot width shall be forty (40) feet measured at the front building line for all lots.
- b. Minimum lot area for lots shall be four-thousand two hundred (4,200) square feet.
- c. A maximum of thirty percent (30%) of the total number of lots shall be permitted to be a minimum of forty (40) feet in width measured at the front building line.
- d. The remaining seventy percent (70%) of the total number of lots shall be at least fifty (50) feet in width measured at the front building line.

3. Building Line Requirements

- a. Minimum front building line shall be twenty-five (25) feet for all lots.
- b. Minimum side street building line shall be ten (10) feet.
- c. Minimum interior side lot building line shall be five (5) feet.
- d. Minimum side street garage face building line shall be twenty (20) feet.
- e. Minimum building line along an arterial street shall be twenty-five (25) feet.

4. Right-of-way Widths

- a. Minimum right-of-way width for local streets shall be sixty (60) feet, with a cul-de-sac right-of-way radius of fifty (50) feet for cul-de-sac right-of-way within Phase I (as illustrated in Figure E). Minimum cul-de-sac right-of-way shall be 60 feet for streets in Phase II (as illustrated in Figure E).
- b. Minimum right-of-way width for collector streets shall be sixty (60) feet.

- c. Minimum right-of-way width for major thoroughfares shall be one hundred (100) feet, except that when a major thoroughfare is bisected by a property ownership line, a maximum of fifty (50) feet (or one-half of the total right of way width) shall be required to be dedicated.

5. Centerline Radius

- a. Minimum centerline radius for local streets shall be one hundred fifty (150) feet.
- b. Minimum centerline radius for collector streets shall be six hundred-fifty (650) feet.
- c. Minimum centerline radius for major thoroughfares shall be two thousand (2,000) feet.
- d. Minimum centerline radius requirements shall not apply in an instance where a local public street changes direction at approximately ninety (90) degrees, i.e. an “elbow” or “ell” (geometry).

6. Pavement Widths

- a. Minimum pavement width for local streets shall be twenty-eight (28) feet back of curb to back of curb, with a pavement radius of forty-two and one-half (42.5) feet for cul-de-sacs Located within Phase I (as illustrated in Figure E).
- b. Minimum pavement width for local streets shall be twenty-eight (28) feet back of curb to back of curb, with a pavement radius of fifty (50) feet for cul-de-sacs located within Phase II (as illustrated in Figure E).
- c. Minimum pavement width for collector streets shall be thirty-two (32) feet from back of curb to back of curb.
- d. Minimum pavement width for major thoroughfares shall be twenty-five (25) feet from back of curb to back of curb. A major thoroughfare paving section may contain two twenty-five (25) foot paving sections, except in cases where one half of the total right of way has been dedicated. In the instance of a partial dedication, one twenty-five (25) foot paving section shall be deemed sufficient.

7. Intersection Spacing Requirements

- a. The maximum allowable intersection spacing requirement shall be one-thousand four hundred (1,400) feet for local street spacing measured along a blockface.

- b. The maximum allowable intersection spacing requirements for collector streets and major thoroughfares shall be two thousand six hundred (2,600) feet measured along a blockface.
- c. These requirements do not prohibit Special Exceptions (as defined in Addendum A) being automatically approved for a deviation of a maximum of thirty-three (33) percent (%) of the requirement, nor does this requirement preclude variances to be granted by Waller County Commissioners' Court for a larger deviation from the standard.

8. Points of Access

- a. Any subdivision that includes more than 150 lots shall have at least two points of access separated from each other by a distance of at least 250 feet to a public street outside the boundaries of the subdivision. Local street, collector street, or major thoroughfares that provide access to an existing or future major thoroughfare (as designated by the Waller County Major Thoroughfare Plan) shall be sufficient to satisfy the points of access requirements.

9. Roadway Improvements

Roadway improvements shall be constructed in accordance with the approved TIA submitted by BGE, Inc. and Developer shall only be required to contribute a pro-rata share of the recommended improvements as expressed within this Subdivision Development Agreement.

a. Stockdick Road-

1.) Only the portion of Stockdick Road between FM 2855 and Cardiff Road shall be required to be dedicated and constructed per requirements set forth in this document and as illustrated on Figure D, Roadway Network Plan, and as approved by Waller County Commissioners Court effective on the date of approval of this document. This portion of Stockdick Road shall ultimately be four (4) lanes, to be constructed in phases as follows:

- i) The northern two (2) lanes of Stockdick Road shall extend only to the intersection of the entry roads to both sections 1 and 2 depicted within Phase I on Figure E and shall be constructed prior to commencement of construction of houses in Section 3 of Phase I as depicted on both Figure E, Phasing Plan and Exhibit C, Conceptual Master Plan. Access to the approximate 7.5 acre detention pond and 4.7

acre water plant as depicted on Exhibit C of this document shall be provided by an all weather temporary access easement until such time a permanent right-of-way is provided.

ii) Construction of the southern two (2) lanes of Stockdick Road and extension of all four (4) lanes of Stockdick Road within the subject property only shall commence upon recordation of the first platted section within Phase II as depicted on Figure E, Phasing Plan.

2.) No further dedication of right-of-way or construction of roadway shall be required for the portion of Stockdick Road west of Cardiff Road to the western Project boundary, except only as illustrated on Figure D, Roadway Network Plan, and as approved by Waller County Commissioners Court effective on the date of approval of this document.

b. Cardiff Road-

1.) Upon platting of 75% of the single-family lots within Phase II, construction of two (2) lanes of Cardiff Road in the area shown on Figure D, Roadway Network Plan, and as approved by Waller County Commissioners Court, effective on the date of approval of this document, shall commence and shall be completed prior to the recordation of the final subdivision plat of the development within the Project. No further dedication of right-of-way or construction of roadway shall be required for the portion of Cardiff Road that will be located outside of the Project.

2.) Upon platting of 100% of the single-family lots within Phase II, construction of four (4) lanes of Cardiff Road in the area shown on Figure D, Roadway Network Plan, more so described as the portion of Cardiff Road between the northern boundary of Phase I and the southern boundary of Phase I, and as approved by Waller County Commissioners Court, effective on the date of approval of this document, shall commence and shall be completed prior to the recordation of the final subdivision plat of the development within the Project.

c. Clay Road-

1.) Upon platting of 100% of the single-family lots within Phase II, construction of two (2) lanes of Clay Road in the area shown on Figure D, Roadway Network Plan, and as approved by

Waller County Commissioners Court on the date of approval of this document, Developer's Clay Road Portion, shall commence and shall be completed prior to the recordation of the final subdivision plat of the development within the Project. No further dedication of right-of-way or construction of roadway shall be required for the portion of Clay Road that will be located outside of the Project.

2.) Notwithstanding the foregoing, at Developer's option and upon request from Waller County, Developer may pay an amount to Waller County that does not exceed the amount that Developer would pay to construct Developer's Clay Road Portion at the time of request by Waller County. If Developer chooses to make such payment in lieu of constructing Developer's Clay Road Portion, Developer shall have no further obligation to construct Developer's Clay Road Portion upon payment of such amount to Waller County, and Waller County shall construct Developer's Clay Road Portion. Commencement of construction shall not be unreasonably delayed by Waller County upon payment by Developer.

C. Land Uses

The following land uses are permitted to be located within the Project:

1. Single-family residential
2. Commercial
3. Open Space
4. Detention and appurtenances
5. Drill Sites
6. Water treatment plants and appurtenances
7. Wastewater treatment plants and appurtenances

D. Regulatory Review

Developer or authorized agent reserves the right to choose a third-party consultant for review and recommendation of approval for all required civil engineering plans per Waller County Subdivision and Development Regulations. It shall be the developer's responsibility to pay for the separately agreed upon submittal fees for review by the third-party consultant. It is understood that this agreement shall be approved by Waller County Commissioner's Court, and that both the Developer and Waller County Commissioner's Court will agree upon the submittal fees and selection of the third-party consultant prior to proceeding with any civil engineering plan reviews pertaining to this Project.

Civil engineering plans and subdivision plats shall be reviewed by Waller County or the designated third-party consultant within 30 days of the filing date of said civil engineering plans or subdivision plats pursuant to Texas Local Government Code, Chapter 212.009.

E. Figures

- A. Boundary Exhibit**
- B. Conceptual Landscaping Amenities Plan**
- C. Fencing Plan**
- D. Roadway Network Plan**
- E. Phasing Plan**

The figures provided within this document are conceptual in nature and subject to change.

FIGURE A
Boundary Exhibit

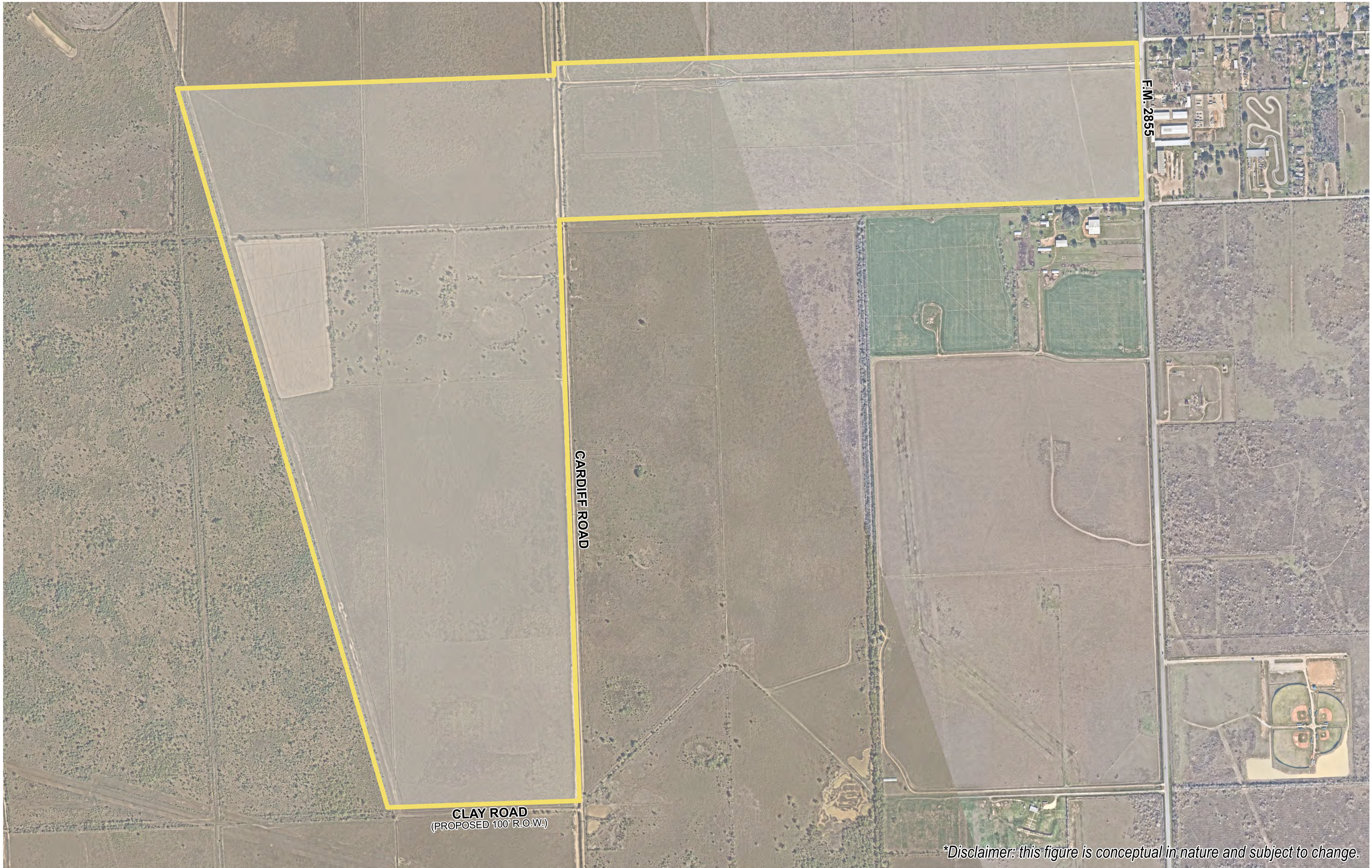


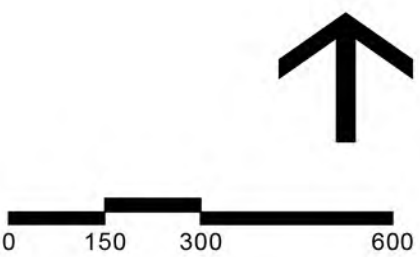
FIGURE A - BOUNDARY EXHIBIT

SUNSET GROVE

±556.1 ACRES OF LAND
WALLER COUNTY, TEXAS
AUGUST 9, 2024
BGE #10504



BGE, Inc.
10777 Westheimer, Suite 500
Houston, TX 77042
Tel: 281-558-8700
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FIGURE B
Conceptual Landscaping Amenities Plan



FIGURE B - CONCEPTUAL LANDSCAPING AMENITIES PLAN

SUNSET GROVE

WALLER COUNTY, TEXAS

AUGUST 9, 2024
BGE #10504-00



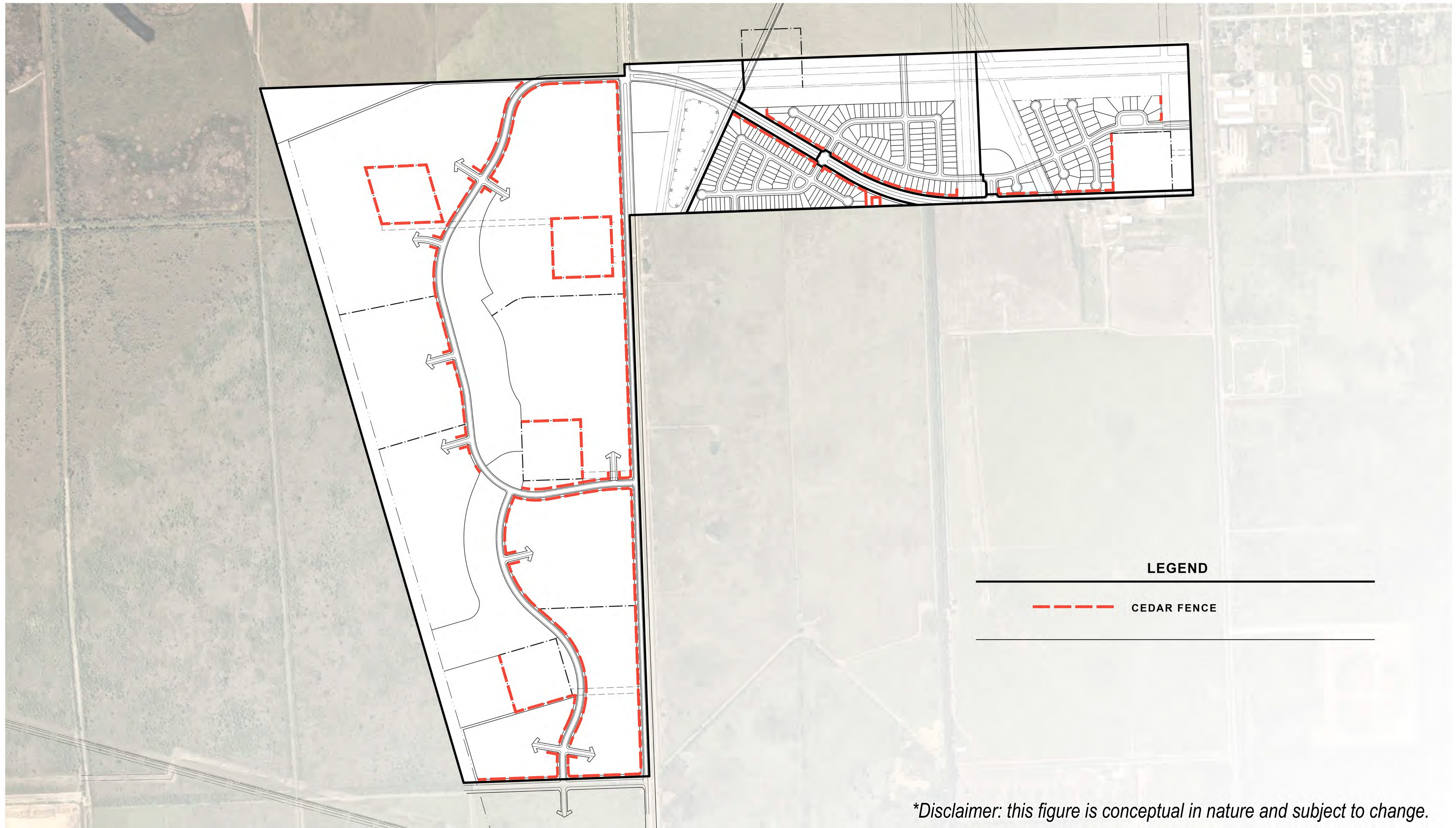
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FIGURE C
Fencing Plan



LEGEND

--- CEDAR FENCE

**Disclaimer: this figure is conceptual in nature and subject to change.*

FIGURE C - FENCING PLAN SUNSET GROVE

WALLER COUNTY, TEXAS

AUGUST 21, 2024

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FIGURE D
Roadway Network Plan



FIGURE E
Phasing Plan

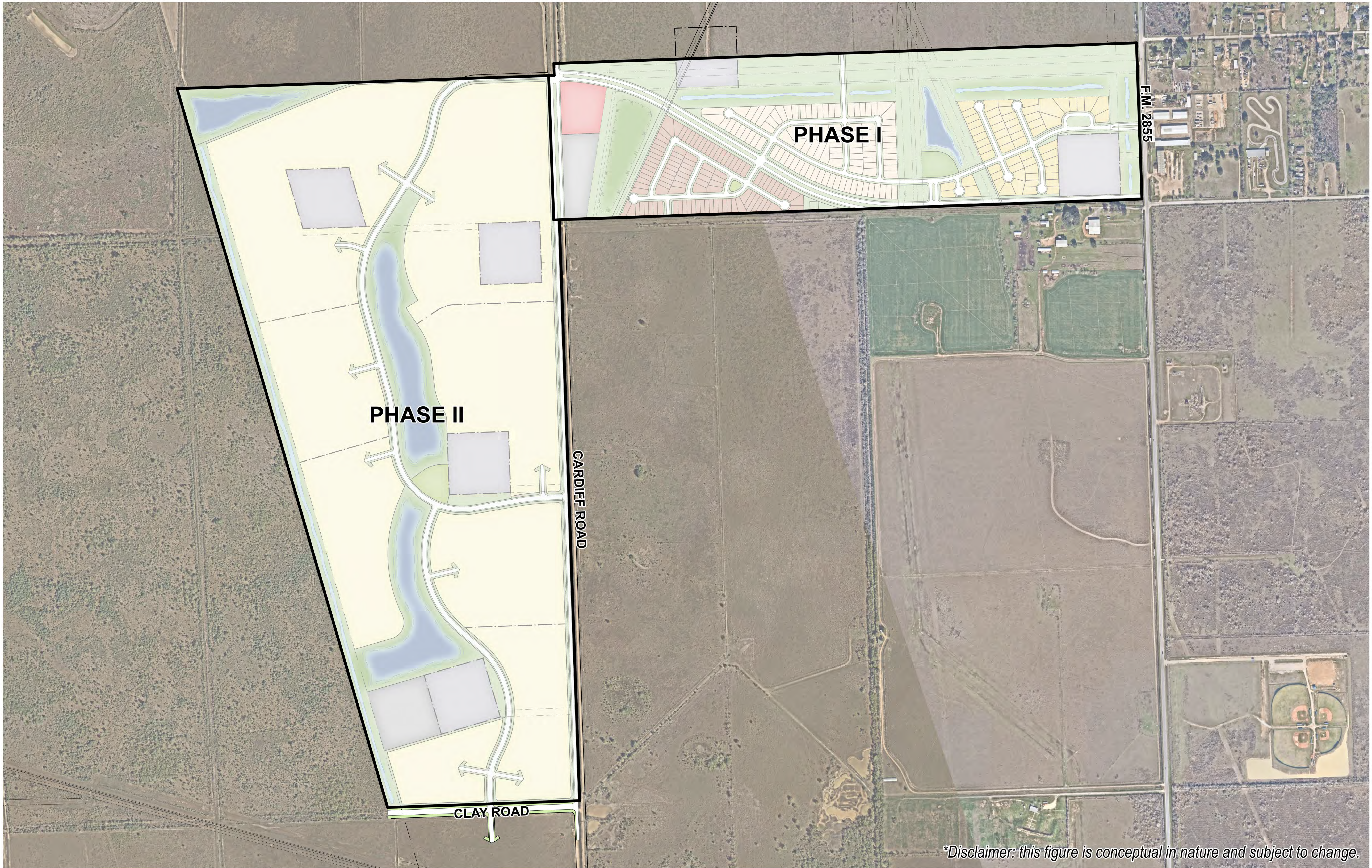


FIGURE E - PHASING PLAN
SUNSET GROVE
±556.1 ACRES OF LAND
WALLER COUNTY, TEXAS
AUGUST 9, 2024
BGE #10504

F. Addendum to Plan of Development

A. Definitions

Addendum A

Definitions

Amenity Lake - A facility designed for the detention and/or retention of stormwater runoff that has been designed to provide a constant level of water separate from its function as a detention and/or retention facility that is intended to provide beautification and/or amenity to a community.

Arterial Street - A type of public street designated as a principal thoroughfare or primary thoroughfare on the Waller County major thoroughfare plan.

Block - One or more lots, tracts or parcels of land bounded by streets, easements, rights-of-way or other physical features or a combination thereof.

Blockface - That portion of a block that abuts a street between two intersecting streets, or between an intersecting street and the termination of the street. A street shall be considered to terminate at the intersection of a railroad or a drainage channel required by a governmental entity with flood control jurisdiction, except for purposes of the intersection spacing requirements of this document.

Building - Any structure used or intended for supporting or sheltering any use or occupancy.

Building Line- Line shown on a subdivision plat establishing the building line requirement. An area is within the building line if it lies between the building line and the property line adjacent to a street or private street and is behind the building line if it lies to the interior of the property from the building line.

Building Line Requirement - The minimum required distance from an easement or property line adjacent to a street or private street in which no improvements requiring a building permit can be constructed on the property.

Building Permit - An official document or certificate issued by Waller County authorizing performance of a specified construction activity.

Civil Engineering Plans - Engineering plans submitted for review and approval by Waller County or a designated third-party consultant, signed and sealed by a professional engineer registered in the State of Texas.

Collector Street - A public or private street that is not a major thoroughfare or a local street, but that distributes traffic between major thoroughfares and other streets.

Commercial Use - The use of land for the primary purpose of buying, selling or trading of merchandise or services. This does not include multi-family residential, single-family residential, or single-family-for-rent residential land uses.

Cul-de-sac - A street with only one outlet that terminates in a vehicular turnaround appropriate for the safe and convenient reversal of traffic movement.

Design Standards - The Design Standards Applicable to the Development as outlined in Section B of this document.

Filing Date - The date the subdivision plat or civil engineering plans submittal is received by Waller County or its designated third-party consultant for review.

Final Plat - A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the appropriate county map, plat or real property records and prepared in conformity with the requirements of the Waller County Subdivision and Development Regulations as amended and enforced on December 6th, 2023.

Front - The primary face of a building façade along a street, where the primary pedestrian doorway on the first floor of a building façade is located. A garage door is not considered a primary pedestrian doorway.

Frontage - That portion of any lot or tract that abuts a street. A lot or tract abutting more than one street shall have frontage on only one street, which shall be deemed to be the side of the lot or tract with the shortest dimension unless otherwise indicated on the subdivision plat.

Garage Building Line - Line shown on a subdivision plat establishing the building line requirement for garages facing a side street of a lot

General Plan - A map illustrating the general design features and street layout of the proposed development of land (the Project) that is to be subdivided and platted in sections.

Local Street - A public or private street that is not a major thoroughfare or collector street.

Lot - An undivided tract of land intended for single-family residential use contained within a block and designated on a subdivision plat by numerical identification.

Major Thoroughfare - A public street designated as an arterial, principal thoroughfare or primary thoroughfare on the Waller County major thoroughfare plan.

Multi-Family Residential - The use of property with one or more buildings on a parcel designed for and containing an aggregate of three or more dwelling units. Multi-family residential includes apartments, condominiums, triplexes and quadraplexes. This does not include single-family-for-rent residential developments.

Nonresidential - Any use that is not multi-family residential or single-family residential.

Preliminary Plat - A map or drawing of a proposed subdivision that illustrates the proposed layout and features of the subdivision submitted to the Commissioner's Court for review and approval, but not suitable for recording in the county map, plat or real property records.

Private Street - A privately maintained and owned vehicular accessway that provides access from a public street to one or more residential or nonresidential buildings.

Project - Sunset Grove, a ±556.1-acre tract of land that is to be developed as a master planned community, as outlined in this document and the northern half portion of proposed Clay Road consisting of two travel lanes adjacent to and along the southern boundary of the subject property, west of the proposed Cardiff Road, as shown on Exhibit C- Conceptual master Plan of this document.

Replat - A subdivision plat prepared, approved, and recorded under the applicable provisions of this document that is controlling over the previous plat or a portion of the previous plat without vacation of that plat.

Reserve Tract - A parcel of land that is not a lot but is created within a subdivision plat for other than single-family residential use and is established to accommodate some purpose for which a division into lots is not suitable or appropriate.

Residential - The use of land for premises that contain habitable rooms for nontransient occupancy and that are designed primarily for living, sleeping, cooking and eating therein. A premises that is designed primarily for living, sleeping, cooking and eating therein will be deemed to be residential in character unless it is actually occupied and used exclusively for other purposes. Hotels, suites hotels, motels, boarding houses, and day care centers shall not be residential.

Reverse Curve - A curve composed of two curves turning in opposite directions.

Single-Family Residential - The use of a lot with one building designed for and containing not more than two separate unit with facilities for living, sleeping, cooking, and eating therein. A lot upon which is located a free-standing building containing one dwelling unit and a detached second dwelling unit of not more than 1500 square feet shall also be considered single-family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single-family residential.

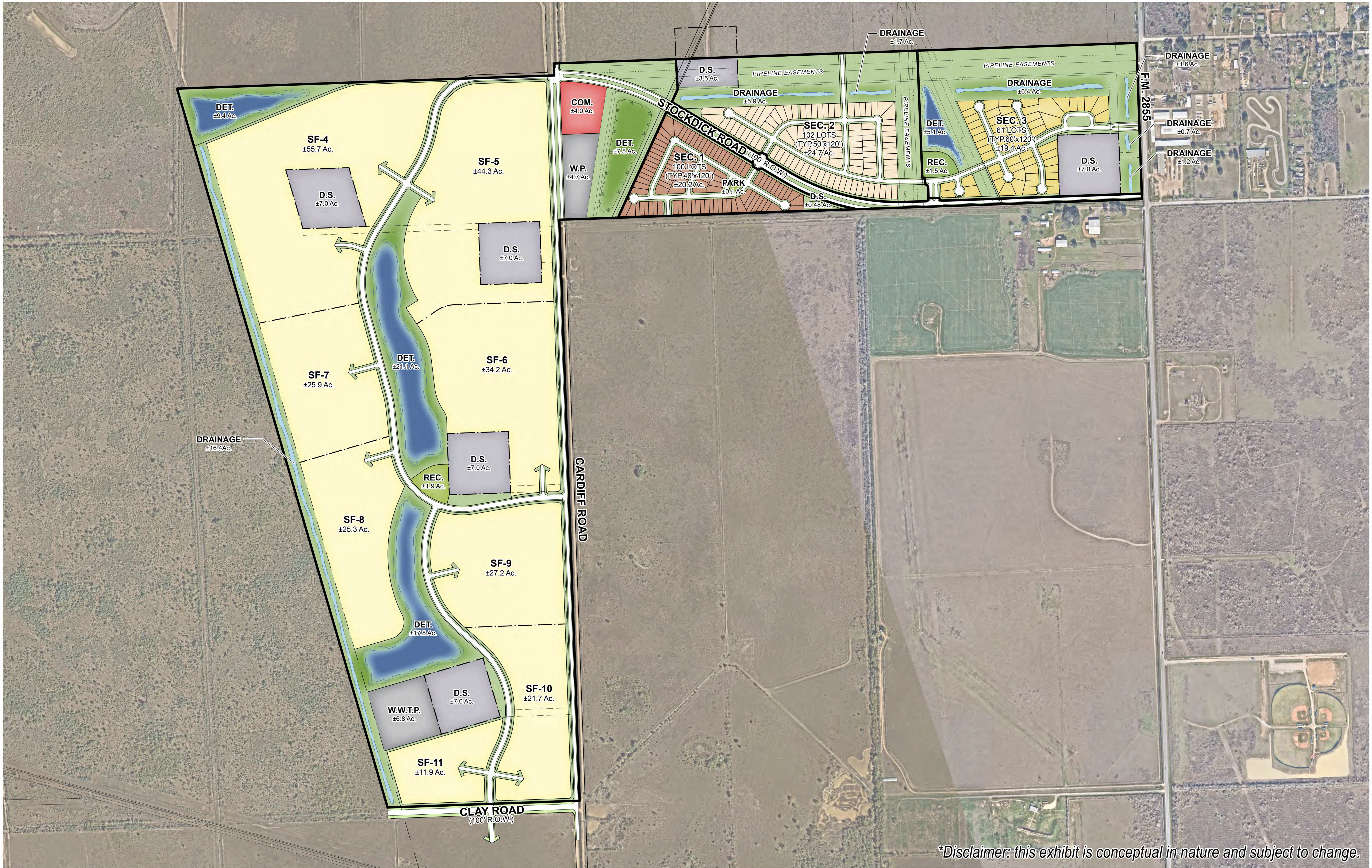
Special Exception - An adjustment to the requirements established in the Design Standards, up to a maximum of a thirty-three (33) percent (%) deviation from the standard established within Section B of this document.

Street - A public or private street.

Subdivision Plat - (1) A map or plan prepared and approved pursuant to the applicable provisions of this document and the Waller County Subdivision and Development Regulations (as amended and approved on December 6th, 2023) showing the proposed subdivision of land or (2) An instrument recorded in the map, plat or real property records of the appropriate county showing the previous subdivision of property. A subdivision plat includes a preliminary plat, a final plat, a replat, an amending plat and a vacating plat.

Variance - A Commissioners' Court approved deviation from the requirements of the Waller County Subdivision and Development Regulations as amended and adopted on December 6th, 2023, as well as the Waller County Acceptance Criteria for New Construction, Repair, and Replacement of Concrete Roadways, as adopted on December 6th, 2023.

EXHIBIT C
Conceptual Master Plan



**Disclaimer: this exhibit is conceptual in nature and subject to change.*

EXHIBIT C - CONCEPTUAL MASTER PLAN

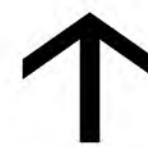
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EXHIBIT D
Variances from Waller County
Subdivision Regulations

Approved Variances

1. On _____, 2024 the Waller County Commissioners Court approved the following variance for FREELAND (HOUSTON) ASLI X, LLC for the Sunset Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations Appendix A – 3.4.7, requiring a fifty (50) foot minimum lot width.

Approved Variance: Forty (40) foot minimum lot width (maximum of 30% of total lot count) measured at the front building line for all lots, with a minimum square footage of four-thousand two hundred (4,200) square feet per lot.

2. On _____, 2024 the Waller County Commissioners Court approved the following variance for FREELAND (HOUSTON) ASLI X, LLC for the Sunset Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations Appendix A – 3.4.15, requiring front building lines to be twenty-five (25) feet. Side street building lines required to be fifteen (15) feet on local streets, twenty-five (25) feet on collector streets, and thirty-five (35) feet on arterial streets.

Approved Variance: Minimum front building line shall be twenty (25) feet.
Minimum side street building lines shall be ten (10) feet on local streets, ten (10) feet on collector streets and twenty-five (25) feet on arterial streets.

3. On _____, 2024 the Waller County Commissioners Court approved the following variance for FREELAND (HOUSTON) ASLI X, LLC for the Sunset Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations Appendix A – 4.3.5, requiring the minimum design speed to be thirty-five (35) MPH for local streets. A minimum centerline radius of six hundred and fifty (650) feet shall be used.

Approved Variance: Minimum centerline radius allowed shall be one hundred and fifty (150) feet for local streets. The minimum design speed shall be twenty (20) MPH.

4. On _____, 2024 the Waller County Commissioners Court approved the following variance for FREELAND (HOUSTON) ASLI X, LLC for the Sunset Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations Appendix A – 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of seventy (70) feet radius with a minimum paving radius of fifty (50) feet

Approved Variance: Minimum right-of-way of fifty (50) feet radius with a minimum paving radius of forty-two and one-half (42.5) feet in cul-de-sacs for Phase I only.

5. On _____, 2024 the Waller County Commissioners Court approved the following variance for FREELAND (HOUSTON) ASLI X, LLC for the Sunset Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations Appendix A – 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of seventy (70) feet radius with a minimum paving radius of fifty (50) feet

Approved Variance: Minimum right-of-way of sixty (60) feet radius with a minimum paving radius of fifty (50) feet in cul-de-sacs for Phase II only.

6. On _____, 2024 the Waller County Commissioners Court approved the following variance for FREELAND (HOUSTON) ASLI X, LLC for the Sunset Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations Appendix A – 4.2.2, requiring collector streets to have a minimum right-of-way of eighty (80) feet for urban (curb and gutter) construction and ninety (90) feet for rural (open ditch) construction.

Approved Variance: The minimum right of way for collector streets shall be sixty (60) feet for urban (curb and gutter) construction and eighty (80) feet for rural (open ditch) construction.

Exhibit E
Memorandum of Agreement

