

**SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN WALLER COUNTY, TEXAS AND
D.R. HORTON – TEXAS, LTD.
FOR JASEK FARMS SUBDIVISION**

This Subdivision Development Agreement with attached exhibits (“Agreement”) is entered into by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and D.R. Horton – Texas, Ltd. (“Developer”), a Texas limited partnership, registered with the Texas Secretary of State to conduct business in Texas, for the Jasek Farms subdivision effective as of _____. County and Developer are sometimes referred to herein collectively as “the Parties” and individually as “a Party”.

Recitals

WHEREAS, Developer has purchased or intends to purchase approximately 282.3 acres of real property located in Waller County, Texas, which is more particularly described by metes and bounds in Exhibit A and which will be developed into the Jasek Farms subdivision (“Developer’s Property”); and

WHEREAS, Developer desires to develop the Developer’s Property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, and all other provisions detailed in the plan of development attached hereto as Exhibit B (“Plan of Development”) and the general land plan attached hereto as Exhibit C (“General Land Plan”) with the variances approved by the County attached hereto as Exhibit D; and

WHEREAS, 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; and

WHEREAS, County desires that the project be developed on the Developer's Property and expects to receive a benefit from the development; and

WHEREAS, 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.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and its Exhibits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INTEGRATION OF RECITALS.** The Parties agree that the foregoing recitals are true and accurate and constitute matters agreed to herein, and that the recitals are made a part hereof for all purposes.
2. **PURPOSE.** The purpose of this Agreement is to provide for the responsible construction of the appropriate and necessary infrastructure for the subdivision. The Parties shall coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, and D. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.
3. **AUTHORITY.** The County is entering into this Agreement under the authority of the Constitution and laws of the State of Texas.
4. **DEVELOPMENT.**
 - a) The parties desire to coordinate development of certain aspects of Developer's Property, including but not limited to, the development of Developer's Property as described in the Plan of Development. Developer hereby agrees to develop Developer's Property substantially in accordance with the Plan of Development.
 - b) Development of the Developer's Property will include a mix of 40' and 50' lots in general accordance with the Plan of Development and General Land Plan.

c) The Developer's Property shall include multifamily development as shown generally in the Plan of Development and General Land Plan.

5. **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, 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 Agreement, 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.

6. **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.

7. **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.
8. **VESTED DEVELOPMENT RIGHTS.** The mutual execution of this Agreement shall be the effective date ("Effective Date"). County and Developer agree that the covenants, agreements, and privileges regarding the development of Developer's Property between County and Developer as set forth in this Agreement and its Exhibits (the "Development Rights") shall be deemed to have vested, as provided by Texas Local Government Code Chapter 245, as of the Effective Date.
9. **VARIANCES.** County has granted the variances set forth in Exhibit D prior to the execution and approval of this Agreement. As such, the granted variances are included in the vested Development Rights regarding the development of the Developer's Property under this Agreement.
10. **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 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.
11. **TERMINATION FOR FAILURE TO BEGIN DEVELOPMENT.** Provided that County gives prior written notice, and Developer fails to cure within 90 days of receipt of the notice, County shall have the right to terminate this Development Agreement if on or before January 1, 2035, Developer: a) has not completed construction of at least

95% of the roads and streets, and b) has not sold to builders 5% or more of the lots. Upon said termination by County, this Agreement shall have no further force and effect.

12. **NOTICES.** All notices for this Agreement shall be in writing and may be affected 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 425 FM 1488, Ste. 106 Hempstead, Texas 77445
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With a Copy to Attorney:	Randle Law Office Attn: J. Grady Randle 820 Gessner, Suite 1570 Houston, Texas 77024
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Notices mailed to Developer:	D.R.Horton – Texas, Ltd. Attn: Tyler Miller 400 Carriage Hills Blvd Conroe, TX 77384
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With a Copy to Attorney:	Coats Rose, P.C. Attn: Timothy G. Green 9 Greenway Plaza, Suite 1000 Houston, Texas 77046
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13. **AUTHORITY FOR EXECUTION.** The Waller County Commissioners Court is the contracting authority for County. The County hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with County ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with Developer's governing documents.

12. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Agreement and its Exhibits that specify a time for performance; provided, however,

that this shall not be construed to limit or deprive a party of the benefits that it may have pursuant to any lawful excuse for delay under this Agreement.

13. **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 ability 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.

14. **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.

15. **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 lie exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

16. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership between 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.

17. 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.

18. GOVERNMENTAL VERIFICATIONS. Developer hereby verifies, in compliance with Section 2270.002 of the Texas Government Code, that it does not boycott Israel and that it will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Developer hereby verifies, in compliance with Section 2274.002 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. "Discriminate against a firearm entity or firearm trade association" means refusing to engage in the trade or any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; refraining from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminating an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Developer hereby verifies, in compliance with Section 2276.002 of the Texas Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or does business with such a company.

Developer hereby represents, in compliance with Section 2252.152 of the Texas Government Code, that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, or other affiliates is a company identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contacts with or who provides supplies or services to a foreign terrorist organization, Sudan, or Iran.

19. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) Exhibit D, 3) Exhibit A, 4) Exhibit B, then 5) Exhibit C.
20. **DISCLOSURE OF INTERESTED PARTIES.** Developer hereby affirms that it is required to electronically file Form 1295 with the Texas Comptroller, a disclosure of interested parties, prior to the execution and approval of this Agreement.
21. **EFFECT OF STATE AND FEDERAL LAWS.** Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date

State of Texas §

§

County of Waller

§

This instrument was acknowledged before me on the _____ day of _____,
202__ by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas,
a political subdivision of the State of Texas.

Notary Public, State of Texas

D.R. Horton – Texas, Ltd.
a Texas limited partnership

By: _____
Tyler Miller
Assistant Secretary

Date

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
202__ by Tyler Miller, Assistant Secretary, on behalf of D.R. Horton – Texas, Ltd., a Texas limited
partnership.

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A

Real Property Description

County: Harris & Waller
Project: F.M. 529
Job No.: 222108
MBS No.: 24-051

FIELD NOTES FOR 361.020 ACRES

Being a tract containing 361.020 acres of land located in the J.R. Garrett Survey, Abstract Number 378, Waller County, Texas, the J.R. Garrett Survey, Abstract Number 1594, Harris County, Texas and the W.H. Shaw Survey, Abstract Number 1714, Harris County, Texas. Said 361.020 acres being a call 57.8006 acre tract of land recorded in the name of Lawrence A. Jasek, Trustee in Volume 508, Page 498 of the Official Public Records of Waller County (O.P.R.W.C.) and a portion of a call 575.411 acre tract of land recorded in the name of Kenneth R. Jasek and Joanna H. Jasek in Harris County Clerk's File (H.C.C.F.) Number 20070005783. Said 361.020 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a 1/2 inch iron pipe found at the southwest corner of said 575.411 acre tract, the southeast corner of a call 628.479 acre tract of land recorded in the name of Malladi Reddy in Volume 1366, Page 688 of the O.P.R.W.C., on the north right-of-way (R.O.W.) line of F.M. 529 (120-foot wide) and being on the common line between said J.R. Garrett Survey, A-378 and the H.&T.C. R.R. Company Survey, Section 113, Abstract Number 173, Waller County, Texas;

THENCE, with said north R.O.W. line, North 87 degrees 59 minutes 59 seconds East (call South 89 degrees 52 minutes 51 seconds East), a distance of 2,525.20 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the **POINT OF BEGINNING** of the herein described;

THENCE, through and across said 575.411 acre tract, the following ten (10) courses:

1) North 02 degrees 00 minutes 01 second West, a distance of 550.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of curvature to the right;

2) 242.47 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degrees 08 minutes 01 second and a chord which bears North 08 degrees 04 minutes 00 seconds East, a distance of 241.22 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of tangency;

3) North 18 degrees 08 minutes 00 seconds East, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of curvature to the left;

4) 222.97 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degrees 56 minutes 36 seconds and a chord which bears North 07 degrees 39 minutes 42 seconds East, a distance of 221.73 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of tangency;

5) North 02 degrees 48 minutes 36 seconds West, a distance of 531.52 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

6) North 89 degrees 11 minutes 37 seconds East, a distance of 80.05 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

7) North 02 degrees 48 minutes 36 seconds West, a distance of 1,251.01 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

8) North 42 degrees 21 minutes 49 seconds West, a distance of 717.67 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

9) South 88 degrees 18 minutes 44 seconds West, a distance of 972.41 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

10) North 77 degrees 09 minutes 13 seconds West, a distance of 1,300.48 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set on the common line between said 575.411 and 628.479 acre tracts and the aforesaid common line between the J.R. Garrett Survey, A-378 and the H.&T.C. R.R. Company Survey, Section 113;

THENCE, with said common lines, North 01 degree 59 minutes 44 seconds West (call North 00 degrees 07 minutes 20 seconds East), a distance of 1,452.24 feet to a 1/2 inch iron pipe found at the common corner of said 57.8006 acre tract, a call 364.14 acre tract of land recorded in the name of Katy Prairie Conservancy in Volume 1334, Page 254 of the O.P.R.W.C. and a call 401.115 acre tract of land recorded in the name of Charles A. Menke, et al. in File Number 1700611 of the O.P.R.W.C., and being the common corner of said J.R. Garrett Survey, said H.&T.C. R.R. Company Survey, Section 113, the H.&T.C. R.R. Company Survey, Section 117, Abstract Number 199, Waller County, Texas and the J.R. Garrett Survey, Abstract Number 377, Waller County;

THENCE, with the south line of said 364.14 acre tract, North 87 degrees 59 minutes 57 seconds East (call East), a distance of 2,640.09 feet (call 2,640.00 feet) to a 3/4 inch iron pipe found at the northeast corner of said 57.8006 acre tract;

THENCE, continuing with said south line and the south line of a call 503.250 acre tract of land recorded in the name of Xu Qing, LLC in H.C.C.F. Number RP-2018-130319, North 87 degrees 52 minutes 17 seconds East, a distance of 2,644.89 feet (call North 89 degrees 59 minutes 16 seconds East, a distance of 2,645.05 feet) to a 1/2 inch iron pipe found at an interior corner of said 503.250 acre tract and being on the westerly terminus of Longenbaugh Road (80-foot wide);

THENCE, with said terminus and the westerly lines of a call 274.704 acre tract of land, styled as Parcel 6, recorded in the name of Xu Qing, LLC in H.C.C.F. Number RP-2018-130319 and a call 16.478 acre tract of land recorded in the name of Roger Earl Haigh and Clifford Haigh in H.C.C.F. Number RP-2017-134466, South 01 degree 56 minutes 29 seconds East (call South 00 degrees 10 minutes 35 seconds West), at 39.75 feet pass a 3/4 inch iron rod found at the

northwesterly corner of said Parcel 6 and continuing for a total distance of 5,226.16 feet to a 2 inch iron pipe found on the aforesaid north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West (call North 89 degrees 52 minutes 51 seconds West), a distance of 150.00 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found at the southeast corner of a call 21.34 acre tract of land recorded in the name of CenterPoint Energy Houston Electric, LLC in File Number 2206806 of the O.P.R.W.C.

THENCE, with the east, north and west lines of said 21.34 acre tract, the following four (4) courses:

- 1) North 01 degree 56 minutes 25 seconds West, a distance of 971.39 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;
- 2) North 18 degrees 53 minutes 43 seconds West, a distance of 35.13 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;
- 3) South 87 degrees 59 minutes 59 seconds West, a distance of 914.75 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;
- 4) South 01 degree 56 minutes 25 seconds East, a distance of 1,005.00 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found on the said north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 300.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;

THENCE, through and across said 575.411 acre tract, the following seven (7) courses:

- 1) North 01 degree 56 minutes 25 seconds West, a distance of 1,401.78 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
- 2) South 89 degrees 11 minutes 37 seconds West, a distance of 1,191.65 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
- 3) South 02 degrees 48 minutes 36 seconds East, a distance of 323.60 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of curvature to the right;
- 4) 252.21 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degrees 56 minutes 36 seconds and a chord which bears South 07 degrees 39 minutes 42 seconds West, a distance of 250.81 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of tangency;
- 5) South 18 degrees 08 minutes 00 seconds West, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of curvature to the left;

6) 214.35 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degrees 08 minutes 01 second and a chord which bears South 08 degrees 04 minutes 00 seconds West, a distance of 213.25 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of tangency;

7) South 02 degrees 00 minutes 01 second East, a distance of 550.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at a point of curvature to the left;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 361.020 acres of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE A. KACAL, RPLS 6652, FILED UNDER JOB NO. 222108 IN THE OFFICES OF GBI PARTNERS.

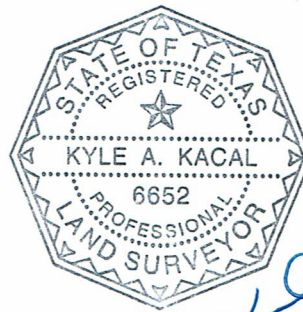
GBI Partners

TBPLS Firm #10130300, 10194423

Ph: 281.499.4539

February 2, 2024

revised February 7, 2024



Kyle A. Kacal

Exhibit B

Plan of Development

**JASEK FARMS
PLAN OF DEVELOPMENT
EXHIBIT B**

**±361.0 Acres in Total
(±282.3 Acres in Waller County)**

**Prepared For:
DR HORTON**

PREPARED BY:



24285 Katy Freeway, Suite 525
Katy, TX 77494

APPROVED: _____, 2025

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I. INTRODUCTION

Jasek Farms (the Project) is a residential community consisting of approximately 361.0 acres located north of FM 529, east of Schlipf Road, west of proposed major thoroughfare Bartlett Road and south of proposed major thoroughfare Longenbaugh Road. The Project is partially located in both Waller and Harris Counties and is subject to the City of Houston's Extraterritorial Jurisdiction (ETJ). The area within Waller County is approximately 282.3 Acres.

The Developer desires to construct a primarily single-family residential community with the associated drainage and detention facilities, as well as neighborhood parks and landscape amenities. The development will include a mix of housing products and sizes for different ranges of the homeowner market.

This Plan of Development (PD), its description, rules, and regulations shall apply to that portion of the property located within Waller County. The area of the total Jasek Farms Project PD is depicted on Exhibit C, General Land Plan, which also depicts the Waller County line defining that portion of the total tract within Waller County and subject to the Subdivision Development Agreement between Waller County, Texas and D.r. Horton – Texas, Ltd., for Jasek Farms subdivision ("Development Agreement")/

II. GENERAL PROVISIONS

The Plan of Development approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable regulations of the County. The Plan of Development shall be governed by the County regulations in effect as of the Effective Date of this Development Agreement, except to the extent the County regulation conflicts with this Development Agreement, or if a separate variance is granted by the Waller County Commissioners Court. Amended or future County ordinances shall not apply to the project.

The Project shall be developed in accordance with Exhibit C, the General Land Plan, which is attached to and made a part of this PD. The General Land Plan may be updated or amended from time to time through the normal County approval processes throughout the life of the project without amending this document. If there are discrepancies between the text of this document and the figures depicted in the General Land Plan, the text shall prevail.

A homeowners' association shall be established and made legally responsible to maintain all common areas, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.

The following minor modifications of the PD are allowed:

1. Modifications to internal street patterns are allowed.
2. Modifications to the proposed land uses and location of proposed land uses set forth in this PD document text and in Exhibit C are permitted to address market conditions.
3. Modifications to lot sizes are allowed provided that such lots shall adhere to the minimum lot frontage regulations and the maximum number of dwelling units set forth in this document.

III. LAND USES

The primary land use of the Project shall be residential. All individually platted lots are designed as single-family lots; however, this shall not preclude the addition of an Accessory Dwelling Unit (including but not limited to garage apartments, mother-in-law suites, etc.) within an individual lot.

Multi-family development shall also be allowed within the Project, subject to the restrictions described in the PD.

Within the boundary of the proposed Project as described by the PD, land shall be dedicated for neighborhood parkland accessible to all residents. Exhibit C, the General Land Plan, generally illustrates the proposed parkland within the Project. Section V of this document describes the parkland in further detail.

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of a residential community are also included in the PD. These shall be governed by the appropriate rules of Waller County and the State of Texas, as applicable.

IV. DEVELOPMENT REGULATIONS

The Jasek Farms Development shall comply with all Waller County Subdivision and Development Regulations ("County S & D Regulations") in effect at the time that the Development Agreement is approved, except as provided herein or approved by a separate variance granted by the Waller County Commissioners Court.

1. Roadway Design

- A. Collector Streets – The primary entry street connecting to FM 529 shall be considered a Collector Street, as defined in the County S & D Regulations, and shall have a minimum 80'-wide ROW. The typical construction shall be a 32'-wide paving with curb and gutter cross-section in accordance with County regulations. A wider ROW and/or alternate paving sections such as a boulevard paving section divided by a center median may be provided by the Developer if desired or where required by an approved Traffic Impact Analysis ("TIA").
 1. The primary entry from FM 529 may be a boulevard paving section up to the first residential entry street. Developer may phase construction of the boulevard and construct one-half of the paving with the first residential subdivision section. If phasing the boulevard construction, the second half of the abovementioned entry boulevard shall be constructed prior to the

recordation of a residential section north of the detention area within Waller County, as shown on the General Land Plan (Exhibit C).

2. Constructed in this instance shall mean permitted by Waller County, improvements are in place on the ground, and the developer has notified the county for initial inspection by the county prior to the developer maintenance period.
- B. Local Streets – all other streets shall be considered Local Streets, as defined in the County S & D Regulations, and shall comply with all of said Regulations in effect at the time that the Development Agreement is approved unless approved by a separate variance granted by the Waller County Commissioners Court. The provisions applicable to the Project, either by way of the relevant County S & D Regulations, in effect on the date the Development Agreement is approved, or by way of variances granted, as set out in Exhibit D, are generally described below:
1. 60' minimum ROW width
 2. 28' minimum concrete paving width in a curb and gutter cross-section, back of curb to back of curb
 3. 300' minimum centerline radius
 4. Cul-de-Sac Geometry
 - a. Minimum 50' paving radius
 - b. Minimum 60' ROW radius
 - c. The center point of the cul-de-sac bulb may be offset from its local street right-of-way centerline.
 5. Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.
- C. Thoroughfares and Off-Site Improvements
1. FM 529 is a TXDOT roadway, and all improvements by Developer shall be in accordance with TXDOT and Waller County requirements and the project TIA.
 - a. Any turn lanes required by the TIA shall be constructed by Developer.
 - b. Any signalization of the new entrances to FM 529 shall be coordinated with TXDOT and shall not be the responsibility of Waller County.
 2. Schlipf Road
 - a. Schlipf Road shall be planned as a 100'-wide ultimate ROW.
 - b. Developer shall dedicate half (50') of the ultimate ROW for Schlipf Road where it abuts the Jasek Farms boundary.
 - c. Developer is not required to construct any of Schlipf Road.
 3. Longenbaugh Road
 - a. Longenbaugh Road shall be planned as a 100'-wide ultimate ROW.
 - b. Developer shall provide all 100' of ROW for Longenbaugh Road within Jasek Farms where it abuts Coastal Prairie Conservancy (f.k.a. the Katy Prairie Conservancy) plus a transitional curve back to center at each end of that distance.

- c. Developer is not required to construct any of Longenbaugh Road.
- 4. Signalization of Longenbaugh Road at Schlipf Road may be jointly coordinated between the Developer or MUD, and Waller County, if deemed necessary by a TIA
- 5. Except as provided above, the Developer shall provide improvements to existing external streets only if and when an approved TIA indicates that new traffic generated by the Project development will adversely impact the existing Level of Service or will have an undue impact on the existing infrastructure.

2. Points of Access

- A. The Project shall ultimately provide a minimum of two connections to FM 529 and shall allow for a minimum of one future connection each to future Longenbaugh Road and future Schlipf Road. The internal street pattern shall connect these access points to each other within the development, with preference for circuitous routes intended to minimize cut-through traffic on the internal local streets.
- B. Construction of the various external connections and internal street patterns may be phased over time, except that both connections to FM 529 shall be constructed prior to the permitting of the last residential lot in the Project.
- C. A boulevard paving section shall be considered as two points of access.

3. Single-Family Residential

Single-family home sites within the Jasek Farms Plan of Development shall be developed in accordance with the following regulations:

A. Lots

- 1. Minimum lot size is forty (40') feet minimum width. Lots less than fifty (50') feet minimum width shall additionally meet the following requirements:
 - a. Lots less than fifty (50') feet width shall not exceed 20% of total Project lot count (excluding areas outside Waller County but within the Jasek Farms project). Minimum width for all other lots within Waller County shall be 50'.
 - b. All lots shall be at least 5,000 square feet.
 - c. All lots less than fifty (50') feet wide shall be within 1,500' of a neighborhood park.
- 2. Measurement of lot width is to be taken at building line. The measurement on radial shaped lots shall be based off tangential width at the building line, not based on arc length.

B. Setbacks

- 1. Minimum front yard building setback shall be 25 feet.
- 2. Minimum side yard building setbacks:
 - a. Interior side setbacks to be determined according to the normal building permitting process

- b. Fifteen-foot (15') setback along the side street of corner lots
 - c. Where a corner lot is separated from the side street by a landscape reserve, it shall be treated as an interior lot. The interior side setback shall apply to the lot from both side lot lines and the side street shall have a five-foot (5') building setback line across the landscape reserve.
- 3. Minimum rear yard building setback:
 - a. Five feet (5') from the rear property line, notwithstanding the presence of any utility easements that may have separate restrictions on structures.
 - b. No lots shall have direct access to FM 529, Longenbaugh Road, or Schlipf Road. A landscape reserve shall separate all lots from the aforementioned streets.

4. Multi-Family Residential

The multi-family residential site within the Jasek Farms PD shall be developed in accordance with the following regulations:

- A. Multi-family development within the Project shall be developed as attached duplexes, also known as "cottage-style" or "horizontal" multi-family. No multi-family structure shall be higher than two stories. There shall be no more than two units per structure. Vertically oriented "garden-style" multi-family is not permitted.
- B. Multi-family residential development within the Project is limited to one site with a maximum of 250 total units and with a gross density of not more than 15 units per acre.
- C. Architectural Standards
 - 1. A minimum of four (4) color schemes will be utilized on structures throughout the Project to provide aesthetic appeal. Color schemes will not be repeated on structures adjacent to or across from each other to avoid monotony.
 - 2. Different building façades will alternate along drives to add visual appeal.
 - 3. Material selections for the façade will require a minimum of two (2) siding patterns per structure.
- D. Multi-Family Amenities
 - 1. There shall be a professional management company that is responsible for maintenance of all facades, landscaping, community features and amenities within the multi-family tract.
 - 2. Multi-family development shall include a clubhouse with a leasing office, conference room for residents, fitness center, and a lounge area for residents.
 - 3. The clubhouse will utilize a masonry façade to emphasize that it is the entry structure for the multi-family project.
 - 4. All amenities will be designed to match the look and feel of the architectural style that is proposed within the multi-family project.
 - 5. There shall be a community swimming pool with grill and picnic spaces.
 - 6. There shall be a trail/sidewalk connection from the multi-family community to the collector street sidewalk within the Project (see Section V below).

The Multi-Family site shown on the General Land Plan may be converted to single-family residential development at the Developer's discretion, in which case it shall follow the standards for Single-Family Residential laid out above.

V. PARKS, RECREATION, AND TRAILS

1. Parkland Required

The Jasek Farms development shall provide a minimum of one (1) community recreation center and at least one (1) neighborhood park. Exhibit C, the General Land Plan, illustrates the proposed location of these facilities.

The exact geometry of each site shall be determined through the platting process. Each site shall be platted, shall have a minimum frontage of 60 feet on a public street, and shall be accessible to all residents of the Project.

The community recreation center shall be centrally located along a detention pond with constant and visible water. The site shall be a minimum of two (2.0) acres and shall include outdoor recreation facilities, including but not limited to a swimming pool or splash pad, restrooms, an outdoor pavilion, and a playground.

The neighborhood park(s) shall have a minimum combined acreage of 0.25 (one-quarter) acres total for the entire Jasek Farms Project. This acreage may be divided into two or more separate sites of varying sizes throughout the community. Each neighborhood park shall be centrally located within a grouping of residential lots and shall be accessible to the surrounding residents within walking distance.

2. Sidewalks

There shall be a sidewalk along both sides of the primary north-south collector road as illustrated in Exhibit C. The community recreation center shall make a sidewalk connection to the adjacent collector street sidewalk. The multi-family site shall also provide a sidewalk connection to the collector street sidewalk.

3. Ownership and Maintenance of Parkland

All park areas and equipment, landscaping and plantings, facilities, sidewalks, trails, fields, and other recreational amenities shall be owned and maintained by the homeowners' association, community association, or municipal utility district of the community, not Waller County, unless agreed to separately in writing by the County.

VI. OTHER PROVISIONS

After the residential section plat that includes the 300th lot in the Project is recorded and at least 50% of the platted homes in the Project are occupied, the Developer, HOA or MUD shall enter into an officer agreement with Waller County law enforcement for the provision of police services to the neighborhood. The agreement for such services shall be in accordance with the form of agreement entered into with other Developers, HOAs or MUDs in Waller County, Texas.

VII. APPLICABILITY

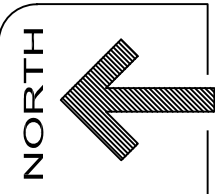
This document shall apply to any development within this tract and has no expiration. It shall be upheld for any and all existing and future developers or builders, except and unless a new amended agreement is written and approved by all owners and applicable agencies.

Exhibit C

General Land Plan



Vicinity Map (not to scale)



GENERAL NOTE:

- 1) CURRENT STREET PATTERNS AND LOT CONFIGURATIONS ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO SLIGHT CHANGES AS EACH SECTION IS PLATTED AT THE PRELIMINARY LEVEL.
- 2) DETAILS FOR FUTURE PHASES WILL BE SUBMITTED WITH A GENERAL PLAN PHASE UPDATE.
- 3) THIS GENERAL PLAN IS SUBJECT TO A DEVELOPMENT AGREEMENT WHICH INCLUDES A LOT SIZE VARIANCE:
-MINIMUM LOT WIDTH OF 40' FOR MAX. 20% OF TOTAL LOTS

WALLER COUNTY LOT PROJECTIONS			
LOT TYPE	PHASE 1	PHASE 2	TOTAL
40s		+/141 LOTS	+/141 LOTS
50s	+/199 LOTS		+/678 LOTS
		+/480 LOTS	
TOTAL	+/199 LOTS	+/141 LOTS	+/620 LOTS

LOT PROJECTIONS AND PHASING MAY BE ADJUSTED BASED ON PREVAILING MARKET CONDITIONS.
HARRIS COUNTY LOT PROJECTIONS ARE NOT INCLUDED.

A GENERAL PLAN OF

JASEK FARMS

OUT of THE
J.J.R. GARRETT SURVEY, A-1594
W.H. SHAW SURVEY, A-1714
HARRIS COUNTY, TEXAS

**OUT OF THE
J.R. GARRETT SURVEY, A-378
WALLER COUNTY, TEXAS**

OWNER:
D.R. HORTON

PLANNER:

Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

NOVEMBER 11, 2024

MTA-21067

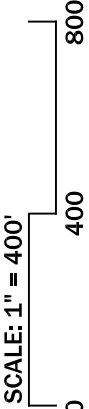
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Exhibit D

Approved Variances

Approved Variances

1. On _____ the Waller County Commissioners Court approved the following variance for D.R. Horton – Texas, Ltd., for the Jasek Farms subdivision:

Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring a 50-foot minimum lot width.

Approved Variance: 40-foot minimum lot width.

2. On _____ the Waller County Commissioners Court approved the following variance for D.R. Horton – Texas, Ltd., for the Jasek Farms subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring a minimum 70'-radius right-of-way on cul-de-sacs, with a 50'-radius paving.

Approved Variance: A minimum 60' radius right of way on cul-de-sacs with a 50' radius paving on local streets.

3. On _____ the Waller County Commissioners Court approved the following variance for D.R. Horton – Texas, Ltd., for the Jasek Farms subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum 650' radius on local street centerlines.

Approved Variance: A minimum 300' radius on local street centerlines.

Exhibit E

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and D.R. Horton – Texas, Ltd., a Texas limited partnership, for Jasek Farms Subdivision (“Agreement”). The Agreement, dated effective _____, 2025, is identified as Contract ID # _____ in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk’s Office.

[The remainder of this page is intentionally blank. Signatures follow on next pages]

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____,
202_____ by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas,
a political subdivision of the State of Texas.

Notary Public, State of Texas

D.R. Horton – Texas, Ltd.

a Texas limited partnership

By: _____

Tyler Miller

Assistant Secretary

Date

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202__ by Tyler Miller, Assistant Secretary, on behalf of D.R. Horton – Texas, Ltd., a Texas limited partnership.

Notary Public, State of Texas