

**SUBDIVISION DEVELOPMENT
AGREEMENT BETWEEN WALLER
COUNTY, TEXAS AND TERRA PRIMA LTD.
FOR RIVERWOOD FARMS**

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 Terra Prima Ltd., a Texas limited partnership (“Developer”), a Texas limited liability company, for Riverwood Farms (the “Subdivision”).

WHEREAS, Developer has purchased real property in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Riverwood Farms (“Developer’s Property”); and

WHEREAS, Developer desires to develop the 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); 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 as set forth herein.

IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement 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 and D. 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, their contractors and subcontractors 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, which will not be unreasonably withheld. 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. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and

improved lot within the Property.

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 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
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Notices mailed to Developer:	Terra Prima Ltd. 1027 Yale St Houston, TX 77008
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7. **CONTRACTING AUTHORITY.** The Waller County Commissioners Court is the contracting authority for 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. **VESTED RIGHTS.** This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the County on the Effective Date.

14. **ADDITIONAL LAW ENFORCEMENT.** The Developer or the homeowners association of Riverwood Farms will contract with County or another governmental

entity for any additional law enforcement presence desired by them.

[Signature Page Follows:]

Terra Prima Ltd

a Texas limited liability company

By: RPDC, Inc. a Texas corporation its
general partner

By: _____
John Santasiero, President

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was executed before me on _____ 2024, by John Santasiero, President of RPDC, Inc., a Texas corporation, in its capacity as the general partner of Terra Prima, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

Notary Public, State of Texas

Waller County
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 _____, 2024, by
Carbett “Trey” J. Duhon III, as County Judge of Waller County, a political subdivision of the State
of Texas.

[S E A L]

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 A

FIELD NOTES FOR A 177.919 ACRE TRACT

Being a tract of land containing 177.919 acres (7,750,161 square feet) located in the H. & T.C. R.R. Co. Survey, Section 47, Abstract Number (No.) 198 and the W. W. Snyder Survey, Abstract No. 338, Waller County, Texas; said 177.919 acre tract being all of a called 177.9392 acre tract (First Tract) recorded in the name of Arnold L. England Irrevocable Trust U/T/A in Waller County Clerk's File (W.C.C.F.) No. 201900184, said 177.919 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, as per GPS observations):

BEGINNING at a 3/4-inch iron pipe found at the intersection of the westerly Right-of-Way (R.O.W.) line of Farm to Market (F.M.) 362 (100-foot wide per occupation and TxDOT map, CSJ: 0523-02-049, Sheets 54-63) and the southerly R.O.W. line of Morton Road (40-foot wide per occupation, no record document found), being at the beginning of a curve to the right and marking the northeast corner of a said 177.9392 acre tract and the herein described tract;

Thence, with the line common to the westerly R.O.W. line of said F.M. 362 and said 177.9392 acre tract, the following two (2) courses:

1. 265.45 feet along the arc of said curve to the right, having a radius of 1,859.86 feet, a central angle of 08 degrees 10 minutes 39 seconds, and a chord that bears South 06 degrees 01 minutes 58 seconds East, a distance of 265.22 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set at an easterly angle point of said 177.9392 acre tract and the herein described tract, from which a 3/4-inch iron pipe found bears North 02 degrees 50 minutes East, a distance of 1.7 feet;
2. South 01 degrees 56 minutes 39 seconds East, a distance of 2,067.07 feet passing a TxDOT disk found, continuing for a total distance of 3,552.81 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the intersection of the westerly R.O.W. line of said F.M. 362 and the northerly R.O.W. line of Royal Road (100-foot wide per occupation, no record document found), marking the southeast corner of said 177.9392 acre tract and the herein described tract, from which a 3/4-inch iron pipe found bears North 87 degrees 43 minutes East, a distance of 0.5 feet;

Thence, with the line common to the northerly R.O.W. line of said Royal Road and said 177.9392 acre tract, the following three (3) courses:

1. South 88 degrees 03 minutes 06 seconds West, a distance of 113.14 feet to a 1/2-inch iron pipe found at the beginning of a curve to the right;
2. 218.88 feet along the arc of said curve to the right, having a radius of 426.47 feet, a central angle of 29 degrees 24 minutes 21 seconds, and a chord that bears North 77 degrees 15 minutes 37 seconds West, a distance of 216.48 feet to a 1/2-inch iron pipe found at an southerly angle point of said 177.9392 acre tract and the herein described tract;

3. North 62 degrees 34 minutes 40 seconds West, a distance of 3,129.46 feet to a 1-1/4-inch iron pipe found at the intersection of the northerly R.O.W. line of said Royal Road and the easterly R.O.W. line of Durkin Road (80-feet wide per occupation, no record document found), marking the southwest corner of said 177.9392 acre tract and the herein described tract;

Thence, with the line common to the easterly R.O.W. line of said Durkin Road and said 177.9392 acre tract, the following two (2) courses:

1. North 31 degrees 42 minutes 22 seconds East, a distance of 1,600.61 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at a westerly angle point of said 177.9392 acre tract and the herein described tract;
2. North 29 degrees 49 minutes 27 seconds East, a distance of 1,036.60 feet to a 3/4-inch iron pipe found at the intersection of the easterly R.O.W. line of said Durkin Road and the southerly R.O.W. line of said Morton Road, marking the northwest corner of said 177.9392 acre tract and the herein described tract;

Thence, with the line common to the southerly R.O.W. line of said Morton Road and said 177.9392 acre tract, North 87 degrees 32 minutes 59 seconds East, a distance of 1,598.35 feet to the **POINT OF BEGINNING** and containing 177.919 acres (7,750,161 square feet) of land.

Exhibit B
PLAN OF DEVELOPMENT

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I. INTRODUCTION

Riverwood Farms is a primarily residential community consisting of approximately 178 acres located along the east side of FM 359, generally north of Garvie Road, west of FM 362, and south of Royal Road.

The Developer desires to construct a suburban master planned community with single-family, townhomes, commercial and retail uses.

The property will be annexed into the Brookshire Municipal Water District and this Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of the property. The area of the PD and the projected lot count are depicted on Exhibit C, General Land Plan.

II. GENERAL PROVISIONS

The Plan of Development (PD) approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances or regulations of the County in effect as of the date hereof. Riverwood Farms PD shall be governed by the County ordinances and regulations in effect as of the effective date of this Development Agreement, except to the extent the County ordinance or regulation conflicts with this Development Agreement.

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

The Project shall be developed in accordance with the following exhibits that are attached to and made a part of this PD:

Exhibit A: Boundary Exhibit
Exhibit B: General Development Plan

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

III. LAND USES

The land use of the Riverwood Farms development shall be single-family, townhomes, commercial and retail. The maximum number of single-family lots shall not exceed five hundred and fifty (550) lots.

Landscape and open space reserves throughout Riverwood Farms may have additional man-made improvements provided by the Developer, such as jogging trails that facilitate an active human recreational role. These shall be owned and maintained by the homeowners' association or community association of Riverwood Farms development, not Waller County, unless said responsibilities are later exchanged by separate agreement.

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

IV. DEVELOPMENT REGULATIONS

Riverwood Farms Plan of Development shall comply with all Waller County subdivision and development regulations in effect at the time that the Development Agreement is enacted, except as provided herein.

1. Roadway Design

Roadways within Riverwood Farms PD shall be developed in accordance with the following regulations:

a. Collector Streets

1. 60' minimum ROW width, with 10' minimum Landscape Easements on both sides
2. 450' minimum centerline radius
3. Paving shall be concrete with curb and gutter.
4. Minimum paving width shall be 32'.

b. Local Streets

1. 50' minimum ROW width
2. 300' minimum centerline radius

- a. Center point of bulb on cul-de-sac or knuckle may be offset from right-of-way centerline.
3. Paving shall be concrete with curb and gutter.
4. Minimum paving width shall be 28'.
5. Cul-de-sac bulbs shall have a 50' ROW radius and 42' paving radius.
- c. Construction Specifications
 1. Maintenance Period for public streets shall be one year before County acceptance.
 2. Minimum Standards below shall be provided with the recommended subgrade composition per the analysis.

Paving Standards	Local Streets	Collector Streets
Minimum Standard	6" thick concrete	7" thick concrete

- d. Royal Road
 1. At such time as any portion of the property adjacent to Royal Road is platted, the plat shall dedicate a strip of land 10' wide adjacent to Royal Road as additional right of way for Royal Road.
 2. Developer owns another tract of land to the north of Royal Road. Developer and the County anticipate entering into a separate development agreement for that land which will (i) provide that when the land north of and adjacent to Royal Road is platted Developer will dedicate 10' strip of land adjacent to Royal Road as additional Royal Road right of way, and (ii) address any improvements to be made to Royal Road.

2. Points of Access

Riverwood Farms development shall ultimately provide two street connections; one to FM 359 and one to FM 362 and internal street pattern shall connect these two access points within the development. Phasing of access and development is permitted.

3. Single-Family Residential

Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. Lots
 - a. The maximum number of lots shall not exceed 550 lots.
 - b. Lots shall be a minimum of 40' wide. Measurement of lot width is to be taken at building line. The measurement of the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
 - c. Lots shall have a minimum size of 5,000 SF.

2. Setbacks

- a. Minimum front yard building setback shall be 25' for all residential lots, and 20' on cul-de-sacs and knuckle bulbs.
- b. Minimum side yard building setbacks:
 - 5-foot (5') setback for all non-corner lots, for the interior side of lots siding to reserves, and for the non-street/ interior side of corner lots
 - Corner lots abutting a street shall have a 15' side setback on local streets and a 25' setback on collector streets.
 - Where a corner lot is separated from the side street by a landscape reserve, the 5-foot interior side setback shall apply to the lot from its side lot line, and the side street shall have a 5-foot side building setbackline across the landscape reserve.

3. Sidewalks

- a. Minimum 4' (four-foot) wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards

4. Variance Summary

Below is a summary of the variances from the Waller County subdivision regulations that have been granted to date in accordance with this Plan of Development.

4. Summarize Variances from above – Exhibit D

This section does not preclude the possibility of other variances that may be requested at a later date for design changes not envisioned herein.

V. 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.

VI. ATTACHMENTS

The exhibits below are incorporated herein for all purposes and represent the approved project (subject to revisions as permitted within this document).

Attachment A – Boundary Exhibit

Attachment B – General Development Plan

GENERAL LAND PLAN

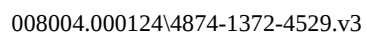


Exhibit D

Approved Variances

1. The minimum centerline radius shall be 300 feet for local/minor streets be used. (Waller County 4.3.5)
2. A minimum centerline radius of 600 feet shall be used for the entry road off FM 362.
3. Cul-de-sacs shall have a minimum right-of-way of 60 feet (radius) with a paving section of 60-foot radius paved travel-way, or a 60-[50 in Development Agreement, Section IV.1.6.5] foot radius to back of curb.
4. Lots shall have a minimum of 40 feet in width at the building [per Development Agreement Section 3.1.6] line (40 feet in width at building line for lots on cul-de-sacs) and shall front a local street. All lots will be a minimum of 5,000 square foot.