

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** with attached exhibits (the "Agreement") is made as of _____, 2024 (the "Effective Date"), by and between **CENTURY LAND HOLDINGS OF TEXAS, LLC**, a Colorado limited liability company ("Developer"), and **WALLER COUNTY**, a political subdivision of the State of Texas (the "County"), the foregoing being sometimes referred to collectively as the "Parties."

A. Developer owns or plans to own approximately 318.1 acres of real property more particularly described by the metes and bounds attached to this Agreement as **Exhibit A**, of which all of the acreage is located in the County (the "Developer's Property").

B. Developer desires to develop the Developer's Property in accordance with the plan of development ("Plan of Development") attached to this Agreement as **Exhibit B**, including the general uses, layout, configuration, lot sizes, lot widths, landscaping, and traffic circulation pattern shown on the General Plan ("General Plan") attached to this Agreement as **Exhibit C** (collectively, the "Project").

C. The County desires that the Project be developed on the Property and expects to receive a benefit from the development of the Project.

D. The County desires that, in exchange for the granting of the variances needed to facilitate the development of the Project, the Project be subject to certain construction and development standards.

E. The Parties therefore desire to set out this Development Agreement between them to facilitate the development of the Project by Developer on the Property.

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, intending to be legally bound, hereby covenant and agree as follows:

1. **Integration of Recitals.** The foregoing recitals are accurate/ true and correct and constitute matters agreed to herein.

2. **Cohesive Development.** The Parties desire to coordinate development of certain aspects of the Property, including but not limited to, the square footage, exterior materials, elevations, and other aspects of the Project described in the Plan of Development attached to this Development Agreement as **Exhibit B**. Developer hereby agrees to develop the Project substantially in accordance with the Plan of Development. Furthermore, Developer hereby affirmatively agrees not to develop or permit the development of any multi-family residential projects upon the Developer's Property in connection with the Project.

3. **Variances.** The County has granted the variances attached as **Exhibit D** and included in the Plan of Development that include, but are not limited to requests to vary from the literal requirements of the subdivision regulations of the County. The County has the authority to enter into this Agreement and to contract for the granting of the variances attached to this Agreement.

4. **Annexation.** Developer and a municipal utility district may annex properties that would be included in this Agreement with Commissioners Court approval, which consent will not be unreasonably withheld. All provisions of this Agreement will apply to any future annexations by Developer.

5. **Applicable Law.** The Parties obligations as set forth herein are subject to compliance with applicable laws, codes, rules and regulations (collectively, "Applicable Laws"). In the event such Applicable Laws prevent performance of any obligations as set forth herein, the non-performing party shall not be in default of the terms of this Agreement.

6. **Notices.** All such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, if deposited prior to such carrier's deadline for overnight deliveries, otherwise two (2) business days after deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon electronic confirmation of receipt of such notice (or if such electronic confirmation of receipt occurs other than on a business day, or other than during normal business hours, then on the next business day after such electronic confirmation of receipt occurs), (d) sent by e-mail as a PDF, in which case notice shall be deemed delivered upon transmission (or if such transmission occurs other than on a business day, or other than during normal business hours, then on the next business day after such transmission occurs), or (e) sent by personal delivery, in which case notice shall be effective upon delivery or refusal to accept delivery. As used in this Agreement, "business day" refers to a day other than a Saturday, Sunday or legal holiday in Waller County, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Waller County, Texas time on a business day. The above addresses may be changed by notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notwithstanding the foregoing,

any notice of or relating to a default or claim of default by a party pursuant to this Agreement must be sent in accordance with the method provided in clause (a), (b), (c) or (e) in order to be effective. For purposes of notice, the addresses of the Parties shall be as follows:

Developer: Century Land Holdings of Texas, LLC
Attn: Mr. Jeff Inabnit
333 Cypress Run, Suite 200
Houston, Texas 77094
Email: Jeff.Inabnit@centurycommunities.com

with a copy to: Allen Boone Humphries Robinson LLP
Attn: David M. Oliver, Jr.
3200 Southwest Freeway, Ste. 2600
Houston, TX 77027
Email:
doliver@abhr.com

County: Waller County Judge
425 FM 1488, Ste. 106
Hempstead, TX 77445

with a copy to:

7. **Assignment.** The County acknowledges that rights and obligations accrued under this Agreement are intended to facilitate the development of the Project by Developer or its Affiliate entities and that while Developer or its affiliate entities will be the primary actor in the grading and laying out of single-family lots and commercial parcels, the Parties acknowledge and agree that this Agreement is not intended to prevent the construction of single-family homes and commercial structures and their appurtenant infrastructure by a variety of builders who will purchase portions of the Project from Developer or its Affiliate entities from time to time, so long as that construction complies with the terms of this Agreement. Assignment of rights under this Agreement to a developer other than Developer or its Affiliate entities for the grading and laying out of lots and commercial parcels shall require the written approval by the County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their approved successors and assigns. 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.

8. **Duration, Amendment and Termination.** This Agreement may be terminated by unanimous written consent of the Parties, or their approved successors or assigns. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect. To amend, supplement, or terminate this Agreement, the written consent of the Parties must first be obtained. This Agreement may not be amended, supplemented, or terminated except as provided herein.

9. **Invalidity and Enforcement.**

- a. If any portion of this Agreement is held invalid or inoperative under applicable law, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and severable therefrom, and effect shall be given to the intent manifested by the portion held invalid or inoperative and such portion shall be deemed reformed in accordance with such manifest intent so as to be enforceable to the fullest extent permitted by applicable law.
- b. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

10. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective approved successors and assigns.

11. **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas, excluding such state's conflict of laws principles.

12. **Venue.** Any legal proceedings undertaken with regard to this Agreement shall be prosecuted in the court of competent jurisdiction in Waller County, Texas.

13. **Development Rights.** Upon the mutual execution of this Agreement, the County and Developer agree that the development rights (as hereafter defined) of the County and the Developer as set forth in this Agreement shall be deemed to have vested, as provided by the Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development Rights" shall mean the covenants, agreements, and privileges regarding the development of the Developer's Property between the County and Developer set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Developer's Property.

14. **Uniform Treatment.** Notwithstanding any provision herein to the contrary, neither Developer nor a municipal utility district encompassing the Developer Property shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district, municipal utility district or developer developing land within the County's unincorporated jurisdiction. It is the intention and desire of the County that development of the Property not be at a competitive disadvantage with other developments within the County.

15. **Governmental Affirmations.** Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code,. As used in the foregoing verification, '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 understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

Developer represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

16. **Texas 1295 Filing.** The Developer represents and the County agrees that a 1295 filing is not necessary in conjunction with the execution and approval of this Agreement, as the Developer is a publicly traded company.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, and in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

18. **Law Enforcement.** Developer, the Homeowners' Association to be created by the Developer (the "HOA"), or the municipal utility district encompassing the Developer Property shall contract with the Waller County Sheriff's Office to provide supplemental police protection services to the Developer's Property by a deputy sheriff at 50% buildout.

19. **Morrison Road Contribution.** In connection with the improvements to Morrison Road to be made by the County in connection with the Project (the "Morrison Road Improvements"), the Developer hereby agrees to fund an amount equal to \$322.50 per linear foot of Morrison Road Improvements to be constructed by the County, which shall be payable to the County on a pay estimate-by-pay estimate basis following the award of the applicable construction contract(s) by the County; provided, however, that Developer shall also have the option in its sole discretion to perform the Morrison Road Improvements following notice to the County prior to the award of a construction contract by the County.

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

[EXECUTION PAGES TO FOLLOW]

Contract ID# _____

**CENTURY LAND HOLDINGS
OF TEXAS, LLC,**
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of _____,
2024, by _____, _____ of
_____.

[SEAL]

Notary Public, State of Texas

Contract ID#_____

WALLER COUNTY,
a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by _____, _____, Waller County, a political
subdivision of the State of Texas.

[SEAL]

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

Contract ID#_____

Exhibit A
Property



TBPE No. F-726
TBPLS No. 10092300

318.15 ACRES

FIELD NOTES of a 318.15 acre tract of land situated in the H.&T.C. R.R. Company Survey, Section 51, Abstract No. 143, Waller County, Texas; said 318.15 acre tract of land being that same called 318.6655 acre tract of land as conveyed to Gamal 318 Acres LLC, Gregory L. Miller, Trustee and Michael J. Miller, Trustee and recorded under Waller County Clerk's File No. (W.C.C.F. No.) 2113788; said 318.15 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990836.

BEGINNING at the Northeast corner of this tract of land, the Northeast corner of said 318.6655 acre tract and being in the Southerly right-of-way line of Morrison Road (50 feet wide, as occupied) from which a found 1-3/4-inch iron pipe bears N 87°35'04" E, 0.29 feet.

- 1) **THENCE** S 02°03'04" E, along the Westerly line of this tract of land and the Westerly line of said 318.6655 acre tract, at a distance of 25.18 feet pass 5/8-inch iron rod found in the West line of Peregrine Estates, Section I as recorded in Volume 301, Page 197 of the Waller County Deed Records (W.C.D.R.), continue a total distance of 5,220.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set at the Southeast corner of this tract of land, the Southeast corner of said 318.6655 acre tract, the Southwest corner of Lot 39 of said Peregrine Estates and in the Northerly right-of-way line of F.M. 529 (width varies) as recorded in Volume 144, Page 505 W.C.D.R. from which a 1-3/4 inch iron pipe found disturbed bears N 40°35'27" W, 2.72 feet.
- 2) **THENCE** S 87°53'10" W, along the Southerly line of this tract of land, the Southerly line of said 318.6655 acre tract and the Northerly right-of-way line of said F.M. 529, at a distance of 308.95 feet pass a disturbed found concrete monument, continue a total distance of 2,614.95 feet to the Southwest corner of this tract of land, the Southwest corner of said 318.6655 acre tract and the Southeast corner of a called 6.667 acre tract of land as described in deed to Twiggy Holdings, L.L.C. and recorded in W.C.C.F. No. 1901114, from which a found 1/2-inch capped iron rod stamped "RPLS 2085" bears S 17°06'40" W, 0.86 feet and a 1/2-inch capped iron rod stamped "RPLS 2085" found for the Southwest corner of said 6.667 acre tract and the Southeast corner of a called 310.5246 acre tract of land as described in deed to GR 310 L.L.C. and recorded in W.C.C.F. No. 2205137 bears S 87°16'07" W, 67.07 feet.



TBPE No. F-726
TBPLS No. 10092300

- 3) **THENCE** N 02°02'38" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Easterly line of said 6.667 acre tract a distance of 1,784.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a corner in the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Southwest corner of said 6.667 acre tract.
- 4) **THENCE** N 89°53'49" E along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Southerly line of said 6.667 acre tract a distance of 350.08 feet to a corner in the Westerly line of this tract of land, in the Westerly line of said 318.6655 acre tract and the Southeast corner of said 6.667 acre tract from which a found 5/8-inch iron rod (spinner) bears S 03°35'28" 0.52 feet.
- 5) **THENCE** N 02°11'00" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Easterly line of said 6.667 acre tract a distance of 429.54 feet to a corner in the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Northeast corner of said 6.667 acre tract from which a found 1/2-inch capped iron rod stamped "RPLS 2085" bears S33°44'49" W, 0.56 feet.
- 6) **THENCE** S 87°49'00" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Northerly line of said 6.667 acre tract a distance of 476.41 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" set for a corner in the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and being in the Easterly line of said 310.5246 acre tract.
- 7) **THENCE** N 01°56'21" W along the Westerly line of this tract of land, the Westerly line of said 318.6655 acre tract and the Easterly line of said 310.5246 acre tract a distance of 3,004.97 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Northwest corner of this tract of land, the Northwest corner of said 318.6655 acre tract, the Northeast corner of said 310.5246 acre tract and being in the Southerly right-of-way line of said Morrison Road from which a TxDot Aluminum Disk found at the Northwest corner of said 310.5246 acre tract and at the intersection of the Southerly line of said Morrison Road with the Easterly right-of-way line of F.M. 362 (width varies) bears S 87°35'04" W, a distance of 2,515.38 feet.



TBPE No. F-726
TBPLS No. 10092300

- 8) **THENCE** N 87°35'04" E along the Northerly line of this tract of land, the Northerly line of said 318.6655 acre tract and the Southerly right-of-way line of said Morrison Road a distance of 2,736.43 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 318.15 acres (13,858,485 sq.ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A handwritten signature in black ink, appearing to read "A. Munroe Kelsay", with a long, sweeping flourish extending to the right.

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: 10/03/2023

Job No: 231-060-00

File No: R:\2023\231-060-00\Docs\Description\Boundary\231-060-00_LTS(318.15 ac)_Desc.docx

Contract ID#_____

Exhibit B
Plan of Development

EXHIBIT B
PLAN OF DEVELOPMENT
MIRABELLA

A. Introduction

This proposed development is an important opportunity for Waller County (County) to participate in the strategic planning of a single-family community, further setting the tone for future development in the area. The proposed plan is intended to align elements of the County's requirements and goals with the goals and objectives of a contemporary master-planned development. The quality and cohesiveness of this development should continue to set the standard for the type of development the County desires to promote within its jurisdiction.

Mirabella (Project) is a single-family community consisting of approximately 318 acres, located north of F.M. 529, approximately 3,500' east of F.M. 362. The tract is located fully within Waller County, in Precinct 3.

The developer desires to construct a community consisting of recreational amenities and open space, with a range of housing types and prices.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted in Figure 2 - Conceptual Plan. The land plan depicted in Figure 2 is preliminary and subject to change.

1. This Plan of Development includes the following sections:

- A. Introduction
- B. General Provisions
- C. Land Uses
- D. Development Regulations
- E. Parks, Recreation and Trails
- F. Street Plan & Cross-Sections
- G. Building Regulations

B. General Provisions

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the County. If any provision or regulation of any County ordinance applicable in the Mirabella Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Mirabella PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this Development Agreement.
2. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.
3. The Project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1 - Boundary Exhibit
Figure 2 - Conceptual Plan
Figure 3 - Landscape and Open Space Plan
Figure 4 - Street Type Designation Map
Figure 5 - Street Cross-Section, Local Residential Street
Figure 6 - Street Cross-Section, Collector Street
Figure 7 - Fence Exhibit
4. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, 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.
5. The homeowners' association shall enforce deed restrictions.

6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" 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
Increased Standard	7" thick concrete	8" thick concrete

7. The developer or municipal utility district shall maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one-year period but no longer than the earlier to occur of a two-year period or until 100% of the residences which are served by the accepted roads are substantially completed.
8. Waller County Municipal Utility District No. 46 is in the process of being created upon the property associated with the Project described in Exhibit 'A' to the Agreement. The target date for such a creation is the fourth quarter of 2024.
9. TxDOT has outlined plans for the expansion of FM 529 from SH 99 to FM 362, with an anticipated letting date in September 2027. As part of the preparatory measures, right-of-way acquisition is scheduled to occur on the south side of FM 529, adjacent to the project property. The current right-of-way width of FM 529, adjacent to the property, is 120 feet, which is the minimum right-of-way requirement for a major thoroughfare according to the Waller County Transportation Plan¹.
10. Morrison Road runs along the project boundary to the north and is classified as a major collector according to the Waller County Transportation Plan². A major collector requires an ultimate 80' right-of-way width. The developer shall dedicate up to 15' of right-of-way for Morrison Road. If the property owner to the north of Morrison Road decides to develop their property, they must also dedicate 15' of right-of-way so the ultimate width for the

¹ HGAC. "Waller County Transportation Plan," October 2019. Pg. 91. <https://www.h-gac.com/getmedia/3bb31f66-1e79-4fdd-ac21-3e9240e2ad43/waller-county-transportation-plan.pdf>.

² HGAC. "Waller County Transportation Plan," October 2019. Pg. 89. <https://www.h-gac.com/getmedia/3bb31f66-1e79-4fdd-ac21-3e9240e2ad43/waller-county-transportation-plan.pdf>.



- right-of-way can be 80 feet. The dedication shall occur in a piecemeal fashion along with each plat that abuts a portion of Morrison Road.
11. Morrison Road Contribution: In connection with the improvements to Morrison Road to be made by the County in connection with the Project, the Developer hereby agrees to fund an amount equal to \$322.50 per linear foot of Morrison Road Improvements to be constructed by the County, which shall be payable to the County on a pay estimate-by-pay estimate basis following the award of the applicable construction contract(s) by the County; provided, however, that Developer shall also have the option in its sole discretion to perform the Morrison Road Improvements following notice to the County prior the award of a construction contract by the County.
 12. As a prerequisite for the development outlined in this agreement, the developer shall conduct a comprehensive Traffic Impact Analysis (TIA) in accordance with the standards and guidelines established by TxDOT. The TIA shall thoroughly assess the potential impact of the proposed development on the surrounding transportation infrastructure, including but not limited to roadways, intersections, and traffic flow. The analysis shall consider factors such as vehicular and pedestrian movements, peak traffic hours, and any other relevant parameters.
 13. The developer acknowledges and agrees to be solely responsible for the installation of traffic control devices on all county roads affected by the development project described herein. The scope of responsibility includes, but is not limited to, the procurement, installation, and maintenance of all necessary traffic control devices in accordance with the TIA recommendations, county regulations and standards. All traffic control devices installed by the developer shall comply with the latest edition of the Texas Manual on Uniform Traffic Control Devices and any other relevant county ordinances, regulations, or standards in effect at the time of installation.
 14. Law Enforcement: Developer, the Homeowners' Association to be created by the Developer (the "HOA"), or the Municipal Utility District shall contract with the Waller County Sheriff's Office to provide supplemental police protection services to the Developer's Property by a deputy sheriff at 50% buildout.



C. Land Uses

1. The maximum number of single-family lots shall not exceed 1,250 lots (unless additional tracts of land are acquired and added to this PD). Currently, there is planned to be approximately 1,154 lots.
2. In accordance with the proposed PD, a portion of the land will be allocated for neighborhood park purposes, to equal one acre for each 54 proposed dwelling units. A minimum of 21.4 acres shall be dedicated for these purposes ($1,154 \text{ lots} / 54 = 21.4 \text{ acres}$). If additional lots are platted, the commensurate amount of parkland shall be dedicated. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own with regard to parkland dedication as parkland dedication shall be considered on a project total basis.
3. Multi-family development shall be prohibited within the Project.

D. Development Regulations

Area within the PD shall be developed in accordance with the following regulations:

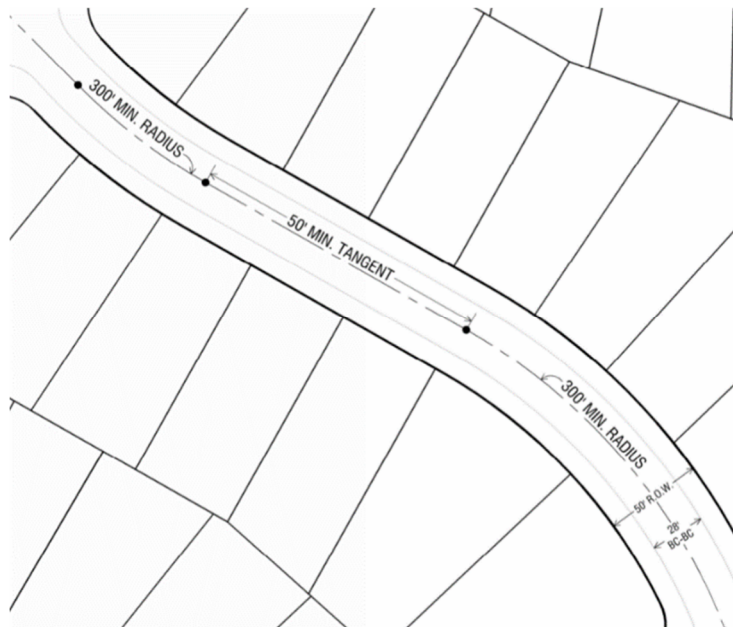
1. The maximum number of lots shall not exceed 1,250 lots (unless additional tracts of land are acquired and added to this PD).
2. At buildout, a minimum of 50% of the lots shall be at least 50 feet wide and a maximum of 30% of the lots shall be a minimum of 40 feet wide.
3. Maximum lot coverage: 65% calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.
4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.
5. Minimum side yard building setbacks: five feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for corner lots. Minimum 25 feet garage setback if the garage door faces the side street.



6. Minimum rear yard building setback: Ten feet, except when the rear utility easement width is greater than ten feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than 15 feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is 25 feet measured from the street right-of-way line and a minimum of ten feet from the rear property line. When a residential lot backs to a designated major thoroughfare and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three feet if a minimum of 25 feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major thoroughfare.
7. The minimum right-of-way width for local streets within the PD shall be 50 feet as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
8. The minimum right-of-way width for major collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
9. The minimum lot width within the PD shall be 40 feet as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
10. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on March 20, 2024, and are described in Exhibit C.



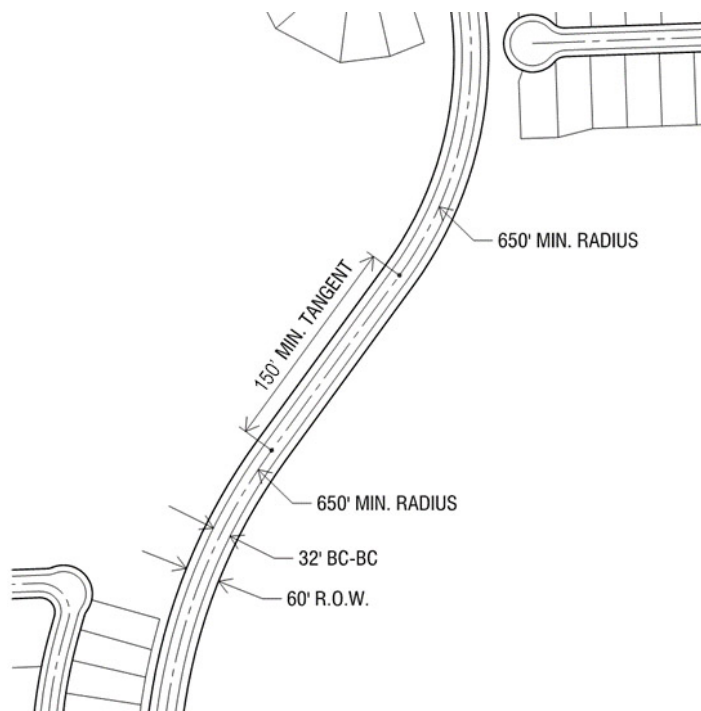
Diagram: Minimum Centerline Radius and Tangent
300' Minimum Centerline Radius
50' Minimum Centerline Tangent Distance between Curves
50' Right of Way
28' Back of Curb to Back of Curb



11. For major collector streets, curves shall have a minimum centerline radius of 650 feet. Reverse curves shall be separated by a tangent distance of not less than 150 feet. The provisions of this standard were approved by variance by Commissioner's Court on March 20, 2024, and are described in Exhibit C.



Diagram: Minimum Centerline Radius and Tangent
650' Minimum Centerline Radius
150' Minimum Centerline Tangent Distance between Curves
60' Right of Way
32' Back of Curb to Back of Curb



12. Cul-de-sac bulbs shall have a 60-foot right-of-way radius and a 50-foot paving radius as approved by variance by Commissioner's Court on March 20, 2024, and described in Exhibit C.
13. Compensating open space will be required for lots less than 5,000 square feet in area. Plats for lots below 5,000 square feet must include lot size tables to delineate this requirement. 200 square feet of compensating open space is required per lot.

Standards for Compensating Open Space:

- (a) Compensating open space may be used to reduce the minimum lot size requirement only to the extent that the area proposed to be dedicated to compensating open space meets the standards of this section.
- (b) The following areas shall not be used for or considered compensating open space:
 - 1) Areas designated or used as lots or building sites for dwelling units, utility or storage purposes, carports or garages;
 - 2) Driveways, private roadways, or streets;
 - 3) Private medians less than 12 feet wide; or
 - 4) Detention ponds, drainageways, water areas including floodplains and floodways, or ravines.
- (c) Compensating open space shall be reasonably dry and flat, unless the area is within an open space amenities plan approved separately by county staff. Landscape buffers are permitted to be considered as compensating open space provided that they meet the criteria listed in subsections (d) and (e).
- (d) The minimum size of any area used for compensating open space shall be 240 square feet, with dimensions of 20 feet by 12 feet.
- (e) Any area used for compensating open space:
 - 1) Shall be restricted for the use of owners of property in and residents of the subdivision;
 - 2) Shall be owned, managed and maintained under a binding agreement among the owners of property in the subdivision;
 - 3) Shall be accessible to all of the residents of the subdivision; and
 - 4) Shall be located within each respective subdivision where necessary. However, where excess compensating open space has been provided in a previously approved plat, the excess compensating open space may be allocated for the adjacent subdivision provided that the respective compensating open space reserve is within 500 feet of said plat boundary.



14. Shade Trees:

- (a) All lots shall have a minimum of one tree, planted in the front yard setback. The trees must be a minimum of 2.5 inches in caliper width and a minimum height of eight feet as measured at the tree trunk from the ground as planted.
- (b) In addition, on corner lots, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback.

15. Parking:

Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:

- (a) Resident Parking - Vehicles of residents shall be parked in the resident's garage or driveway.
- (b) Guest parking - Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers, such as landscapers, construction workers, or plumbers, but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.
- (c) Enforcement - The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

16. Screening:

- (a) Where residential lots are platted adjacent to major thoroughfares, a minimum 8-foot-tall masonry/pre-cast concrete fence shall be built along the back or side lot line adjacent to said major thoroughfares, as shown on Figure 7 - Fence Exhibit.
- (b) Where residential lots are platted adjacent to major collectors, enhanced cedar fencing shall be built along the back or side lot line adjacent to said major collectors, as shown on Figure 7 - Fence Exhibit.



E. Parks, Recreation and Trails

As shown in Figure 3 - Landscape and Open Space Plan, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

1. At least 50% of the acreage required for neighborhood parkland shall be provided by the following:
 - (a) Pocket parks: recreation reserves of a minimum 1/4 acre.
 - (b) Community parks: recreation reserves of a minimum of 1/2 acre.
 - (c) Trails: incorporated into the design of maintenance berms surrounding wet detention ponds. The maintenance berm shall have an average width of at least 30 feet and a minimum width of 20 feet, with 100% of the maintenance berm acreage counted towards parkland. It's important to note that trails planned around dry detention ponds will not contribute to meeting the parkland dedication criteria.
2. Each home shall be located within 1/4 mile of a pocket park or 1/2 mile of a community park.
3. The remainder of the acreage required for neighborhood parkland may be provided by the following:
 - (a) Unencumbered landscape buffer and open space
 - (b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, which shall serve as an alternative to parkland, if it complies with criteria listed below:
 - 1) Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet; and
 - 2) Side slopes do not exceed a four to one (4:1) ratio; and
 - 3) If the maintenance berm is counted as parkland in the previous section, then it can not be double-counted into the calculation of remaining detention acreage that qualifies towards parkland dedication.



4. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:
 - (a) Front a minimum of 60 feet on a public street.
 - (b) Contain additional man-made improvements provided by the developer such as: concrete cart paths, sidewalks, benches, playgrounds, or shelters that facilitate an active/passive human recreational role.
5. Minimum four-foot-wide sidewalks shall be provided along both sides of local residential streets and along the maintenance berms of wet detention ponds. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.
6. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate five-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. And if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.
7. Trails incorporated into the design of maintenance berms surrounding wet detention ponds are considered as parkland and shall be installed within one year after the completion of the respected detention pond, as shown in Figure 3. Trail configurations are subject to change, but the quantity of trails will remain substantially the same.

F. Street Plan and Cross-Sections

1. All new construction will be concrete curb and gutter with ultimate storm sewer.
 - (a) Street cross sections listed below.
 - 1) Figure 5 - Street cross-section, Local Residential Street
 - 2) Figure 6 - Street cross-section, Collector Street



- (b) Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.
- (c) A single-lane roundabout shall be permitted along Mirabella Drive, the 60' internal collector street shown in Figure 4, for the purpose of enhancing traffic safety, improving traffic flow, and ensuring efficient transportation within Mirabella.

G. Building Regulations

Single-family homes within the PD shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), fiber cement siding (i.e. Hardie Plank siding), and glass, and shall comprise at least 70% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings) and 50% of the remaining façades.
2. Secondary exterior finishes shall include wood and ceramic tiles.
3. Use of architectural metals may include canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. The following building materials shall not be used on the exterior finish:
 - (a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding.
 - (b) plastic, or fiberglass panels.
 - (c) Smooth or untextured concrete surfaces.
 - (d) Exterior Insulated Finish Systems (E.I.F.S.).
 - (e) Unfired or underfired clay, sand, or shale brick.

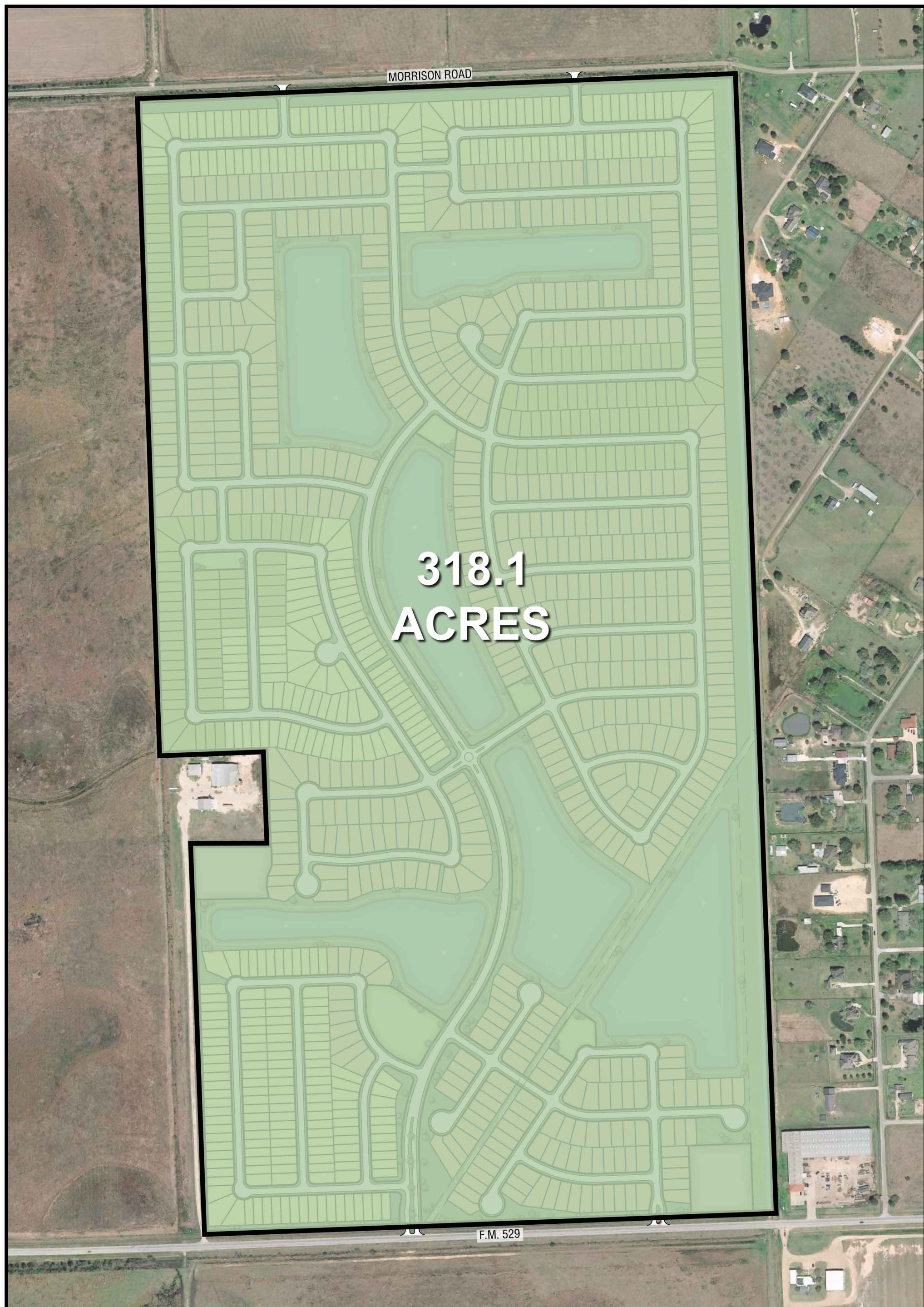


Figure 1: Boundary Exhibit

A ± 318.1 Acre Tract located in Waller County, Texas.

0100'200'400'

SCALE: 1"=400'

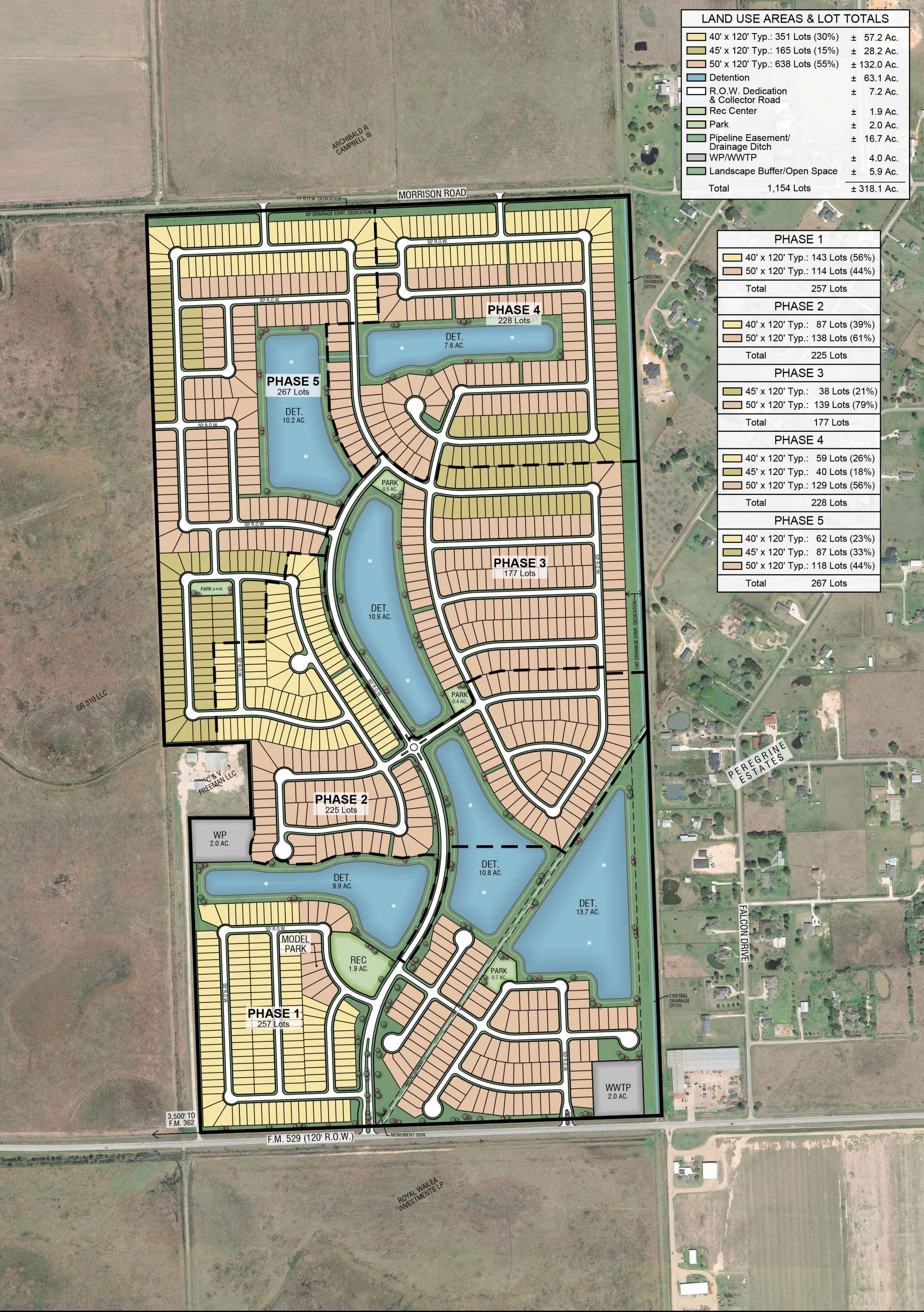
TRUE SCALE AT 11" x 17"

NORTH

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRA TEAM
TBPE No. F-726
TBPLS No. 10092300

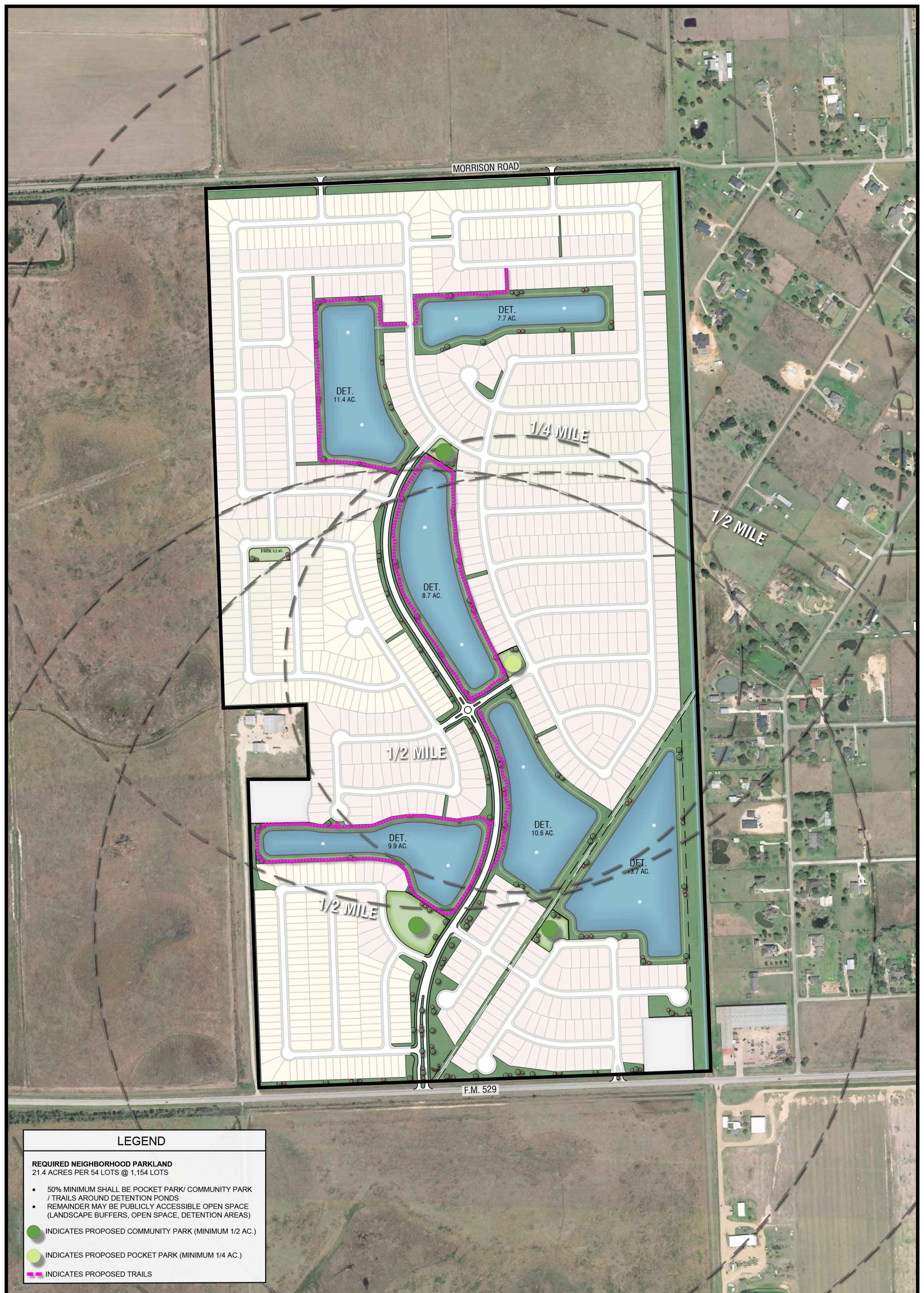


LAND USE AREAS & LOT TOTALS		
40' x 120' Typ.: 351 Lots (30%)	± 57.2 Ac.	
45' x 120' Typ.: 165 Lots (15%)	± 28.2 Ac.	
50' x 120' Typ.: 638 Lots (55%)	± 132.0 Ac.	
Detention	± 63.1 Ac.	
R.O.W. Dedication & Collector Road	± 7.2 Ac.	
Rec Center	± 1.9 Ac.	
Park	± 2.0 Ac.	
Pipeline Easement/ Drainage Ditch	± 16.7 Ac.	
WP/WWTP	± 4.0 Ac.	
Landscape Buffer/Open Space	± 5.9 Ac.	
Total	1,154 Lots	± 318.1 Ac.

PHASE 1	
40' x 120' Typ.: 143 Lots (56%)	
50' x 120' Typ.: 114 Lots (44%)	
Total	257 Lots
PHASE 2	
40' x 120' Typ.: 87 Lots (39%)	
50' x 120' Typ.: 138 Lots (61%)	
Total	225 Lots
PHASE 3	
45' x 120' Typ.: 38 Lots (21%)	
50' x 120' Typ.: 139 Lots (79%)	
Total	177 Lots
PHASE 4	
40' x 120' Typ.: 59 Lots (26%)	
45' x 120' Typ.: 40 Lots (18%)	
50' x 120' Typ.: 129 Lots (56%)	
Total	228 Lots
PHASE 5	
40' x 120' Typ.: 62 Lots (23%)	
45' x 120' Typ.: 87 Lots (33%)	
50' x 120' Typ.: 118 Lots (44%)	
Total	267 Lots

Figure 2: Conceptual Plan - 1,154 Lots

A ± 318.1 Acre Tract located in Waller County, Texas.



LEGEND

REQUIRED NEIGHBORHOOD PARKLAND 21.4 ACRES PER 54 LOTS @ 1,154 LOTS

- 50% MINIMUM SHALL BE POCKET PARK/ COMMUNITY PARK / TRAILS AROUND DETENTION PONDS
- REMAINDER MAY BE PUBLICLY ACCESSIBLE OPEN SPACE (LANDSCAPE BUFFERS, OPEN SPACE, DETENTION AREAS)

- INDICATES PROPOSED COMMUNITY PARK (MINIMUM 1/2 AC.)
- INDICATES PROPOSED POCKET PARK (MINIMUM 1/4 AC.)
- INDICATES PROPOSED TRAILS

Figure 3: Landscape and Open Space Plan

A ± 318.1 Acre Tract located in Waller County, Texas.

EHRA JOB NO. 231-060-00

P:\231-060-00\LandPlan\Developer Agreement\Exhibits\Figure 3 - Landscape and Open Space Plan.dwg Sep 11, 2024-4:24pm Edited by: awaggoner

0 125' 250' 500'
SCALE: 1"=500'
TRUE SCALE AT 11" x 17"



No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

EHRA

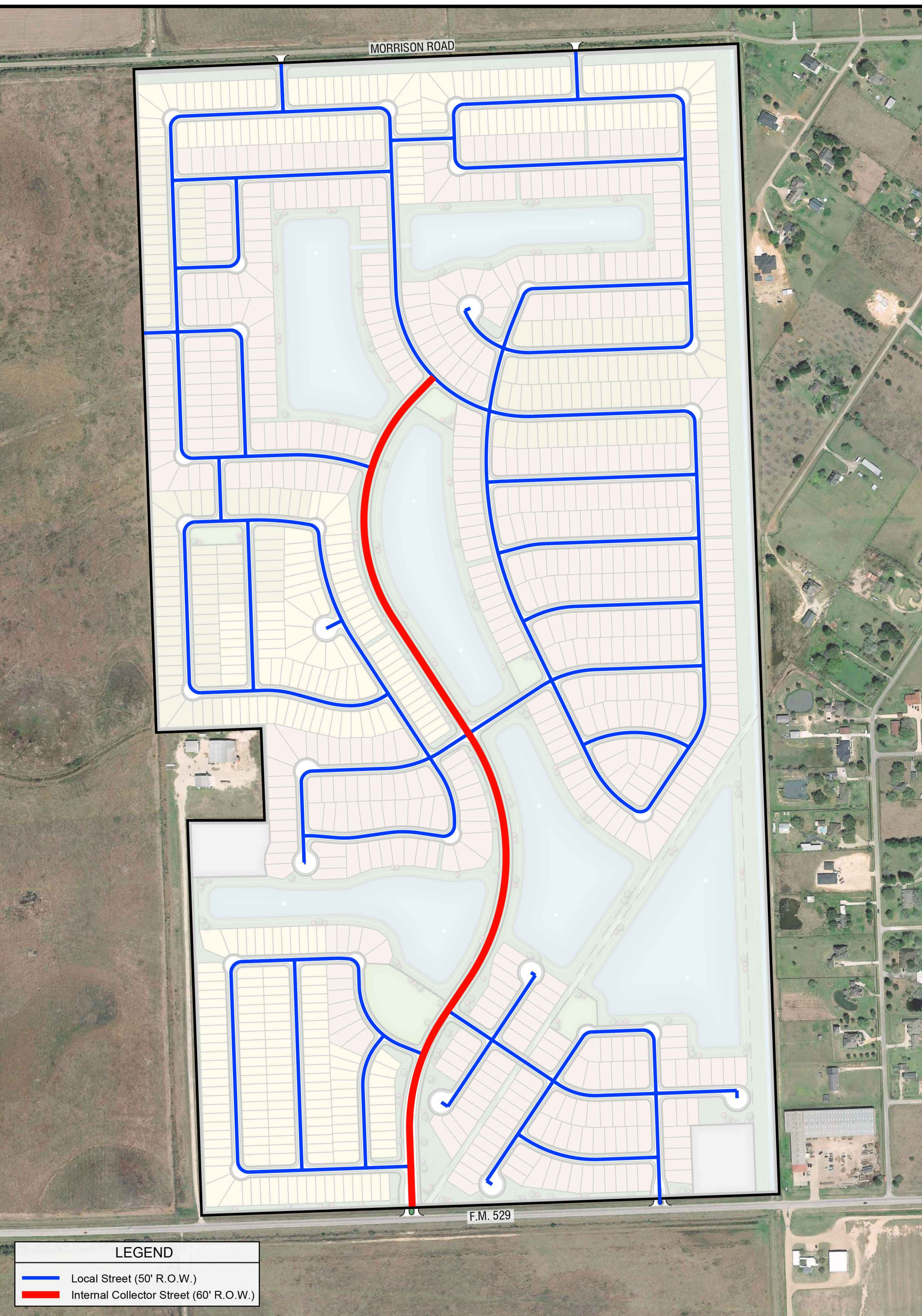
ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042

713.784.4500

EHRATEAM
TBPE No. F-726

TBPLS No. 10092300



LEGEND

- Local Street (50' R.O.W.)
- Internal Collector Street (60' R.O.W.)

Figure 4: Street Type Designation Map

A ± 318.1 Acre Tract located in Waller County, Texas.

EHRA JOB NO. 231-060-00
P:\231-060-00\LandPlan\Developer Agreement\Exhibits\For Exhibit Prep\Figure 4 - Street Type Dedication Map.dwg Sep 11, 2024-4:24pm Edited by: PLipetska

0 100' 200' 400'

SCALE: 1"=400'

TRUE SCALE AT 11" x 17"

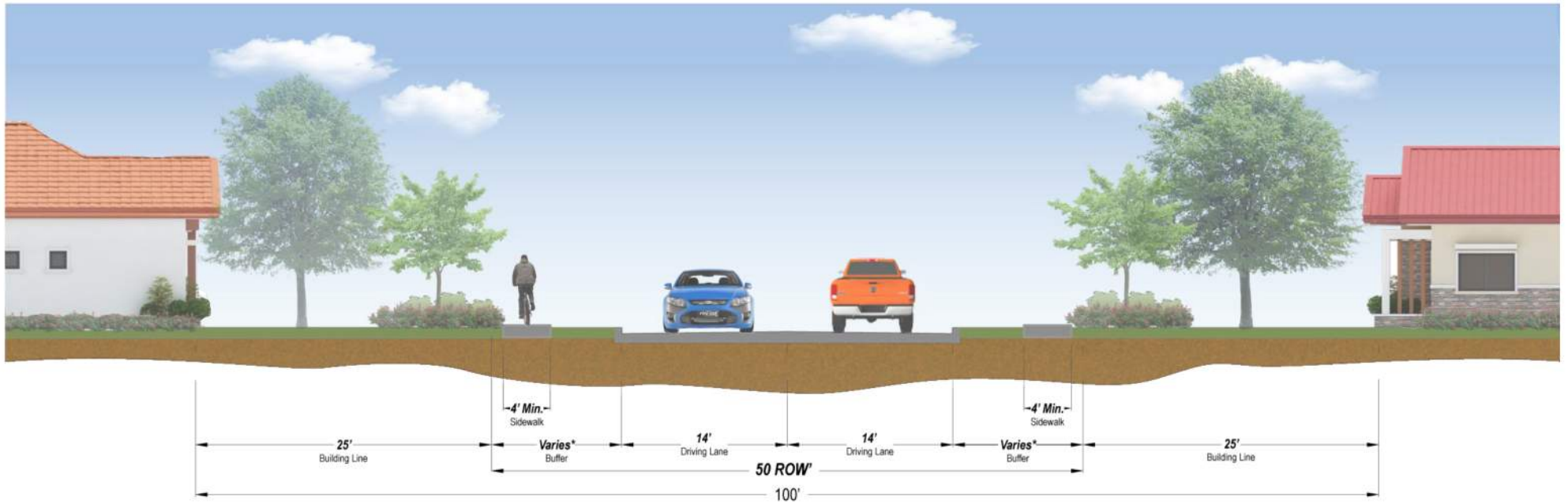
NORTH

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

EHRA

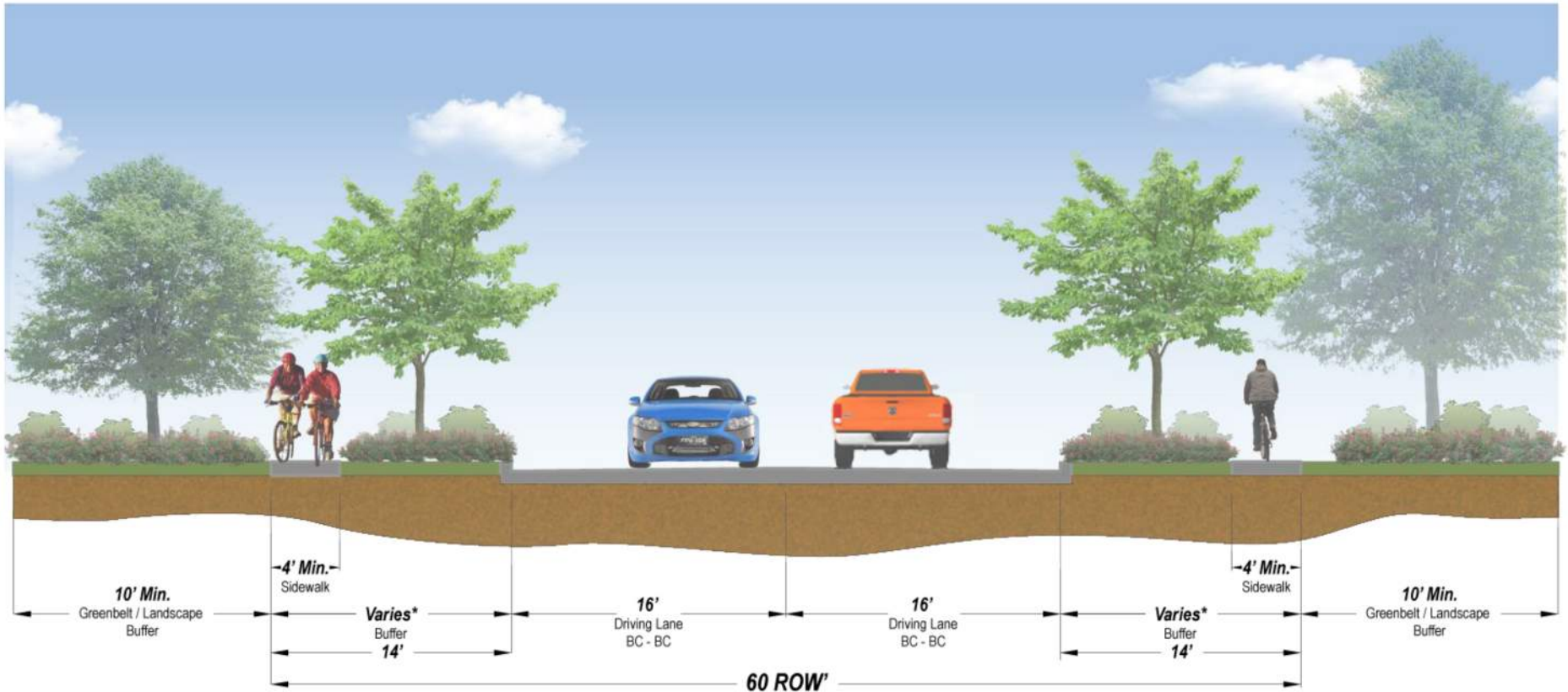
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EHRA TEAM
TBPE No. F-726
TBPLS No. 10092300



Street Cross Section | Residential Street
*Sidewalk can meander within the ROW

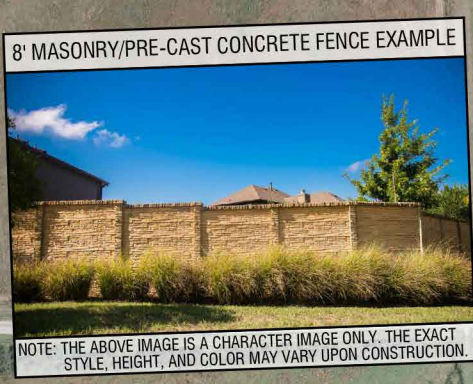
Figure 5



Street Cross Section | Collector Street

*Sidewalk can meander within the ROW

Figure 6



LEGEND	
	8' Masonry/Pre-Cast Concrete Fence
	Enhanced Cedar Fencing

Figure 7: Fencing Exhibit

A ± 318.1 Acre Tract located in Waller County, Texas.

EHRA JOB NO. 231-060-00
P:\231-060-00\LandPlan\Developer Agreement\Exhibits\For Exhibit Prep\Figure 7 - Fencing Exhibit.dwg Sep 11, 2024 4:26pm Edited by: PLipetska

0125'250'500'

SCALE: 1"=500'

TRUE SCALE AT 11" x 17"

NORTH

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

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TBPE No. F-726
TBPLS No. 10092300

Exhibit C
General Plan

[illegible]

1. D.E. indicates Drainage Easement.
U.E. indicates Utility Easement.
ESMT, indicates Easement.
STM, S.E. indicates Storm Sewer Easement.
W.C.D.R. No. indicates Waller County Deed Record Number.
P.U.E. indicates Public Utility Easement.
R.O.W. indicates Right-of-Way.
S.E.E. indicates Sanitary Sewer Easement.
(S) indicates Set 3/4" Iron Rod with cap stamped E.H.R.A. 713-784-4500.
W.L.E. indicates Waterline Easement.
2. The coordinates shown here are Texas South Coast National Map, 4204 State Road 424, Fort Collins, Colorado. The coordinates may be brought to surface by applying the following combined scale factor: 1.0.
3. A subdivision variance has been submitted to reduce the minimum right-of-way width for a collector street to 60 feet.
4. A subdivision variance has been submitted to reduce the minimum lot width to 40 feet.
5. A subdivision variance has been submitted to allow out-of-lots to have a right-of-way radius of 60 feet and a pavement radius of 50 feet.
6. A subdivision variance has been submitted to reduce the minimum right-of-way width for local streets to 50 feet.
7. A subdivision variance has been submitted to reduce the minimum centerline radius for local streets to 300 feet with a minimum tangent of 50 feet between reverse curves.
8. A subdivision variance has been submitted to reduce the minimum centerline radius for collector streets to 650 feet with a minimum tangent of 150 feet between reverse curves.
9. Phasing, section lines, and ultimate lot count subject to change.
10. The property subdivided in the foregoing general plan lies in Waller County, Royal Independent School District, and Brookshire-Katy Drainage District and Future W.C.M.U.D. No. 47.

EHRA
ENGINEERING THE FUTURE

10011 MEADOWS LANE
HOUSTON, TEXAS 77042
713.764.4500
WWW.EHRATEAM
TPE No. F-726
TBPLS No. 10072300

EHRA JOB NO.
231-060-00

ROYAL WAILEA INVESTMENTS LP

January, 2024

Exhibit D
Variances

EXHIBIT D

Approved Variances

1. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.2.5, requiring a 1,200’ minimum centerline radius
for collector streets

Approved Variance: 650’ minimum centerline radius for collector streets; reverse
curves shall be separated by a tangent distance of not less than
150’

2. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.2.2, requiring a 80’ minimum right-of-way width
for collector streets

Approved Variance: 60’ minimum right-of-way width for collector streets

3. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.5, requiring a 650’ minimum centerline radius

Approved Variance: A minimum centerline radius of 300’

4. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 3.4.7, requiring a minimum lot size width of 50 feet

Approved Variance: A minimum 40-foot lot width

5. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.4, requiring a 70’ right of way radius and 50’
paving radius for cul-de-sacs

Approved Variance: A minimum cul-de-sac radius of 60’

6. On March 20, 2024, the Waller County Commissioners Court approved the following variance for Century Land Holdings of Texas, LLC (Century Communities) for the Mirabella subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.1, requiring a minimum R.O.W. width of 60 feet

Approved Variance: A minimum R.O.W. width of 50’

Exhibit E

Memorandum of Understanding

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and Century Land Holdings of Texas, LLC for Mirabella subdivision (“Agreement”). The Agreement, dated effective _____, 2024, 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.

WALLER COUNTY, TEXAS

Carbett “Trey” J. Duhon III
Waller County Judge

Date: _____

STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Carbett “Trey” J. Duhon III, Waller County Judge, on behalf of Waller County, a political subdivision of the State of Texas.

Notary Public, State of Texas

[S E A L]

Century Land Holdings of Texas, LLC
A Colorado limited liability company

By: _____

Title: _____

Date : _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024
by _____[name],
_____[title], on behalf of Century Land Holdings of Texas, LLC, a
Colorado limited liability company.

Notary Public, State of _____

[S E A L]