



Subdivision Development Agreement Developer Information Form

Legal name of company entering agreement:

54 Acorn Ranch, Ltd. by 54 Acorn Ranch GP Inc.

Type of company (e.g., a Texas limited liability company):

Texas limited partnership (54 Acorn Ranch GP Inc. is a Texas corporation)

Name of subdivision:

Acorn Ranch

If variances, a general plan, etc. have been approved for this subdivision under a different name, what was the subdivision previously called?

Address for legal notices:

(Required)

Attention:

Sophia Filfil

54 ACORN RANCH GP INC.

9018 Tri City Beach Road

Baytown, Texas 77523

(Optional)

With a copy to:

Matthew McPhail

Winstead, PC.

600 W. 5th Street, Suite 900

Austin, Texas 78701

Signature block: (signer's name and title, plus any applicable subsidiary or other information)

54 ACORN RANCH, Ltd. A Texas limited partnership By: 54 ACORN RANCH GP, Inc. A Texas corporation Its General Partner By: _____ Sophia Filfil

Examples:

REGIONAL DEVELOPERS, LLC

A Texas limited liability company

By: _____

Richard Johnson

Manager

REGIONAL DEVELOPMENT COMPANY

A Texas limited liability company

By: Texas Development Company, Inc.

A Texas corporation,

As Sole Member

By: _____

John Davidson

President

**SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN WALLER COUNTY, TEXAS AND
54 ACORN RANCH FOR
ACORN RANCH 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 54 Acorn Ranch, Ltd. (“Developer”), a Texas limited partnership, acting through its General Partner, 54 Acorn Ranch GP Inc., a Texas corporation for the Acorn Ranch subdivision effective as of _____, 2024.

WHEREAS, Developer has purchased or intends to purchase real property in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Acorn Ranch subdivision (“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) and Concept Land Plan (Exhibit D) with the approved variances (Exhibit E); 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.

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, D, and E. Developer and its General Partner agree to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.
2. **ASSIGNMENT.** The parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.
3. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any exhibits, must be in writing and signed by both parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. Any

enforceable waiver of a provision of this Agreement must be in writing and signed by both parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

4. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.
5. **DEFAULT.** No party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of 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
425 FM 1488, Suite 106
Hempstead, Texas 77445

Notices mailed to Developer:

Sophia Filfil
54 ACORN RANCH GP INC.
9018 Tri City Beach Road
Baytown, Texas 77523

With a copy to:

Matt McPhail
Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701

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. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof and are enforceable. 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) the exhibit with Approved Variances, 3) the exhibit with the Real Property Description, 4) the exhibit with the Plan of Development, 5) the exhibit with the General Land Plan, then 6) any other exhibits.

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 _____,
2024 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

54 ACORN RANCH, Ltd.

A Texas limited partnership

By: 54 ACORN RANCH GP, Inc.

A Texas corporation

Its General Partner

By: _____

Sophia Filfil

Chief Executive Manager

Date

State of _____ §

§

County of _____ §

This instrument was acknowledged before me on the ____ day of _____ 2024, by Sophia Filfil, _____ of 54 ACORN RANCH GP Inc., a Texas corporation and General Partner of 54 Acorn Ranch, Ltd. a Texas Ltd. on behalf of 54 Acorn Ranch, Ltd.

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Concept Photos

Exhibit E – Approved Variances

Exhibit F – Statutory Verifications

Exhibit G – Memorandum of Agreement

Exhibit A

Real Property Description

FIELD NOTES FOR A 54.93 ACRE TRACT

Being a tract of land containing 54.93 acres (2,059,341 square feet) located in the P. Peyehouse Survey, Abstract Number 235, Waller County, Texas; Said 54.93 acre tract being all of a called 54.928 acre tract recorded in the name of Ray A. Gipson and wife, Betty E. Gipson in Waller County Clerk's File Number (W.C.C.F. No.) 973066, Volume (Vol.) 565, Page (Pg.) 392 of the Waller County Deed Records (W.C.D.R.). Said 54.93 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at 3/4-inch iron rod found at the southwest corner of the herein described tract and being in the northerly right-of-way (R.O.W.) line of Lakeside Drive (60' R.O.W. as recorded in Vol. 185, Pg. 41 and Vol. 242, Pg. 616 W.C.D.R.), said point also being a common corner of Lakeside Estates Section IV, a subdivision of record in Vol. 382, Pg. 910 W.C.D.R.;

Thence, North 02 degrees 02 minutes 03 seconds West, a distance of 291.85 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section IV, to a 5/8-inch iron rod with Miller Survey Group set for an angle point at the southeast corner of Lot 159, from which a disturbed 1-inch iron pipe found for an angle point bears North 87 degrees 17 minutes West, 1.89 feet;

Thence, North 02 degrees 17 minutes 30 seconds West, a distance of 500.37 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section IV, to a 3/8-inch iron rod found for an angle point at the northeast corner of a 20' x 60' road easement at the southeast corner of Lakeside Estates Section 3, a subdivision of record in Vol. 291, Pg. 807 W.C.D.R.;

Thence, North 02 degrees 27 minutes 11 seconds West, a distance of 161.23 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 3, to a 5/8-inch iron rod with Miller Survey Group (MSG) cap set for an angle point;

Thence, North 01 degrees 30 minutes 59 seconds West, a distance of 263.97 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 3, to a 5/8-inch iron rod with Miller Survey Group (MSG) cap set for an angle point for the northeast corner of said Section 3 and being the southeast corner of Lakeside Estates Section 2, a subdivision of record in Vol. 252, Pg. 432 W.C.D.R.;

Thence, North 02 degrees 47 minutes 07 seconds West, a distance of 295.53 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 2, to a 3/4-inch iron rod found for an angle point;

Thence, North 02 degrees 26 minutes 12 seconds West, a distance of 655.78 feet with the line common to the herein described tract and the east line of said Lakeside Estates Section 2, to a 1-inch iron pipe found for the northwest corner of the herein described tract in the common line of a called 46.426 acre tract recorded in the name of Dinkins Century Farm LLC in Document Numbers 1604220 and 1604222, Waller County Official Public Records (W.C.O.P.R.);

Thence, North 89 degrees 19 minutes 21 seconds East, a distance of 172.68 feet with the line common to the herein described tract and the south line of said 46.426 acre tract, to a 1-inch iron pipe found for an angle point;

Thence, North 86 degrees 39 minutes 35 seconds East, a distance of 926.46 feet with the line common to the herein described tract, the south line of said 46.426 acre tract, the south line of a called 17.062 acre tract recorded in the name of Dinkins Century Farm LLC in Document Number 1604221 (W.C.O.P.R.) and a called 46.00 acre tract recorded in the name of O. Theodore Dinkins Jr. in Vol. 444, Pg. 179 W.C.D.R. to a 2-inch iron pipe found for the northeast corner of the herein described tract in the west line of Clear Creek Forest Section 8, a subdivision of record in Vol. 238, Pg. 343 W.C.D.R.;

Thence, South 02 degrees 28 minutes 37 seconds East, a distance of 1982.79 feet with the line common to the herein described tract and the west line of said Clear Creek Forest Section 8, to a 5/8-inch iron rod found for an angle point;

Thence, South 02 degrees 12 minutes 04 seconds East, at 199.43 feet passing a 5/8-inch iron rod found, for a total distance of 201.85 feet with the line common to the herein described tract and the west line of said Clear Creek Forest Section 8, to a 5/8-inch iron rod with Miller Survey Group (MSG) cap set for the southeast corner in the north R.O.W. line of Lakeside Drive;

Thence, South 87 degrees 54 minutes 29 seconds West, a distance of 1105.24 feet along the northerly R.O.W. line of said Lakeside Drive to the POINT OF BEGINNING and containing 54.93 acres of land.

NOTES

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY ALAMO TITLE INSURANCE, G.F. No. ATCH-16-ATCH190886107C, EFFECTIVE DATE OF March 17, 2019, ISSUED DATE OF March 28, 2019, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48473C0100E, REVISED DATE OF FEBRUARY 18, 2009, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
4. AS PER ITEM 11 OF THE ALTA/NSPS 2016 REQUIREMENTS, ALL SURFACE UTILITY FEATURES SHOWN HEREON ARE BASED ON OBSERVED SURFACE EVIDENCE AT THE TIME OF THE SURVEY. NO ADDITIONAL UTILITY INFORMATION WAS PROVIDED TO OR OBTAINED BY THE SURVEYOR.
5. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, AT THE TIME OF THE SURVEY.
6. SURVEYOR OBSERVED NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION, NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK
7. A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY. THE METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY HEREON DESCRIBES THE SAME TRACT AS THE LEGAL DESCRIPTION IN SAID COMMITMENT FOR TITLE INSURANCE.

TO: RYAN ROGERS, RAY A. GIPSON, AKA RAY ALVIN GIPSON, AND ALAMO TITLE INSURANCE.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 13, 16 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 4TH, 2019.

DATE OF PLAT OR MAP: 17th DAY OF APRIL, 2019

Anthony R. Peacock
 ANTHONY R. PEACOCK, P.L.S.
 TEXAS REGISTRATION NO. 5047
 PEACOCK@MILLERSURVEY.COM



25072 Lakeside Dr
 Hooker, TX 77447

Exhibit B

Plan of Development

Acorn Ranch (+/- 55 Acres)

A. Introduction

This proposed development is an important opportunity for Waller County to participate in the strategic planning of a major master planned community, further setting the tone for future development in the area. A General Plan for the overall development (Acorn Ranch) is attached See exhibit C.

The Proposed development plan consists of Single Family Residential development (+/- 188 lots), Parks (+/- 1.2 acres), Trails (+/- 4,000 LF), detention & amenities (+/- 12 acres), wastewater plant +/- .9 acres).Please see **Exhibit C & D**.

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

The Plan of Development ("PD"), its description, rules and regulations shall apply to the entirety of the property as depicted in **Exhibit D**.

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 Waller County. If any provision or regulation of any County ordinance applicable in the Acorn Ranch Development is not contained in the PD, all the regulations contained in the County's ordinance applicable to the Acorn Ranch 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 the provision of this ordinance.
2. If there are any 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 the PD:
 - ***Exhibit A- Real Property Description***
 - ***Exhibit B- Plan Of Development***
 - ***Exhibit C- General Land plan***
 - ***Exhibit D- Conceptual Land Plan***
 - ***Figure 1- Street Cross-Section, Local Residential Street***
4. A homeowner's 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, facilities, underground storm sewers, and appurtenances dedicated to a Municipal Utility District shall be maintained by said District.
5. The homeowner's association shall enforce restrictions regarding on-street parking on residential streets in compliance with the laws of Waller County and the State of Texas. Said restrictions regarding on-street parking cannot be omitted, amended, or changed without the review and favorable vote of the Waller County Commissioner's Court.
6. The developer shall or shall cause its contractor to 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 (1) year period but no longer than the earlier to occur of (a) a two (2) year period or (b) until 100% of the residences within the platted section of the accepted roads are substantially complete.
7. The developer shall prepare and submit a traffic impact analysis to Waller County along with the first preliminary plat submittal.
8. Wastewater treatment will be provided by an on-site wastewater treatment plant that will be owned and operated by the East Waller County Management District. The District is currently working on the design of the WWTP. An effluent discharge permit is also being prepared for submittal to the Texas Commission on Environmental Quality, therefore no permit number information is currently available. The discharge permit and WWTP are being prepared and designed to conform to all applicable regulations from all jurisdictions including Waller County, and the Texas Commission on Environmental Quality.
9. Water distribution will be provided by G & W Water Services.
10. Drainage and detention improvements will be provided in accordance with Waller County criteria, with no impact to downstream property owners. The proposed drainage improvements will consist of an underground storm sewer conduit designed per Waller County design criteria to convey the 2-year event from the lots and streets to the on-site detention basins. The streets will be used to convey the 100-year event to the on-site detention basins. Stormwater will be released at a controlled rate designed to avoid a negative impact to the receiving ditches per the Pending Drainage Impact Analyses.

11. The developer will be required to dedicate ROW and make mitigation improvements if determined they are needed as a result of the Traffic Impact Analysis.
12. Upon 70% build-out, the developer, HOA, or MUD shall enter into an agreement with the Waller County Sheriff's Office for contract deputy services.
13. In the event that the developer intends on utilizing any parcel for multi-family purposes, the developer shall request the consent of the Commissioner's Court.
14. In the event that the developer intends on utilizing any parcel for Build to Rent purposes, the developer shall request the consent of the Commissioner's Court.

C. Land Uses

1. The Developer intends to construct a mixed-use community made up of residential, detention, facilities, recreational amenities and open space.

D. Development Regulations

1. Single-family homes within the PD shall be developed in accordance with the guidelines and ordinances set forth by Waller County except as modified by this Agreement.
2. Below is a list of variances within the PD:
 1. Minimum centerline radius shall be 300 feet, as described in Exhibit D.
 2. Cul-de-sac bulbs shall have a 60-foot right-of-way radius and a 50-foot paving radius, as described in Exhibit D.
 3. Minimum lot size ranges from 40' wide to 50' wide, as described in Exhibit D.

E. Parks, Recreation and Trails

1. An integrated network of open space and recreational amenities shall be agreements set forth by the developer.
2. Parkland / Open space requirements will be provided for lots under 5000 Square feet at a 1 to 1 ratio of square feet.

F. Street Plan and Cross-Sections

All new construction will be concrete curbs and gutter with ultimate storm sewer.

1. Street cross sections listed below.
 - **Figure 1** - Street cross-section, Local Residential Street.
2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.

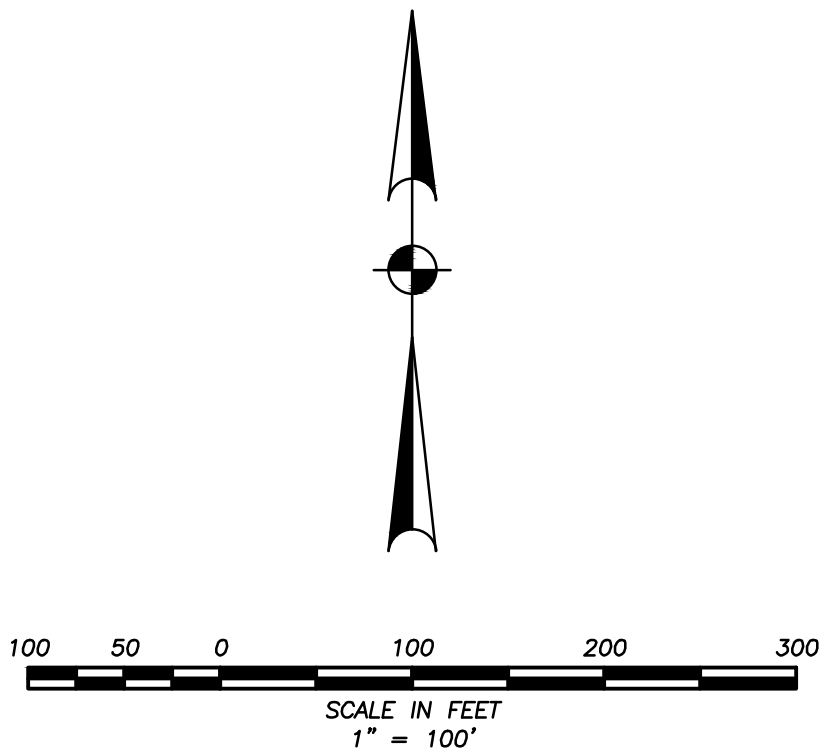
G. Building Regulations

1. Single-family homes within the PD shall be developed in accordance with the guidelines and ordinances set forth by Waller County except as modified by this Agreement.

Exhibit C

General Land Plan

L:\4928_EAST WALLER COUNTY MANAGEMENT DISTRICT\06135.000 ACORN RANCH\CAD\PLAT\ACORN RANCH_GENERAL_PLAN_091124.DWG Sep. 11, 2024--4:55 PM CHAD MILLER

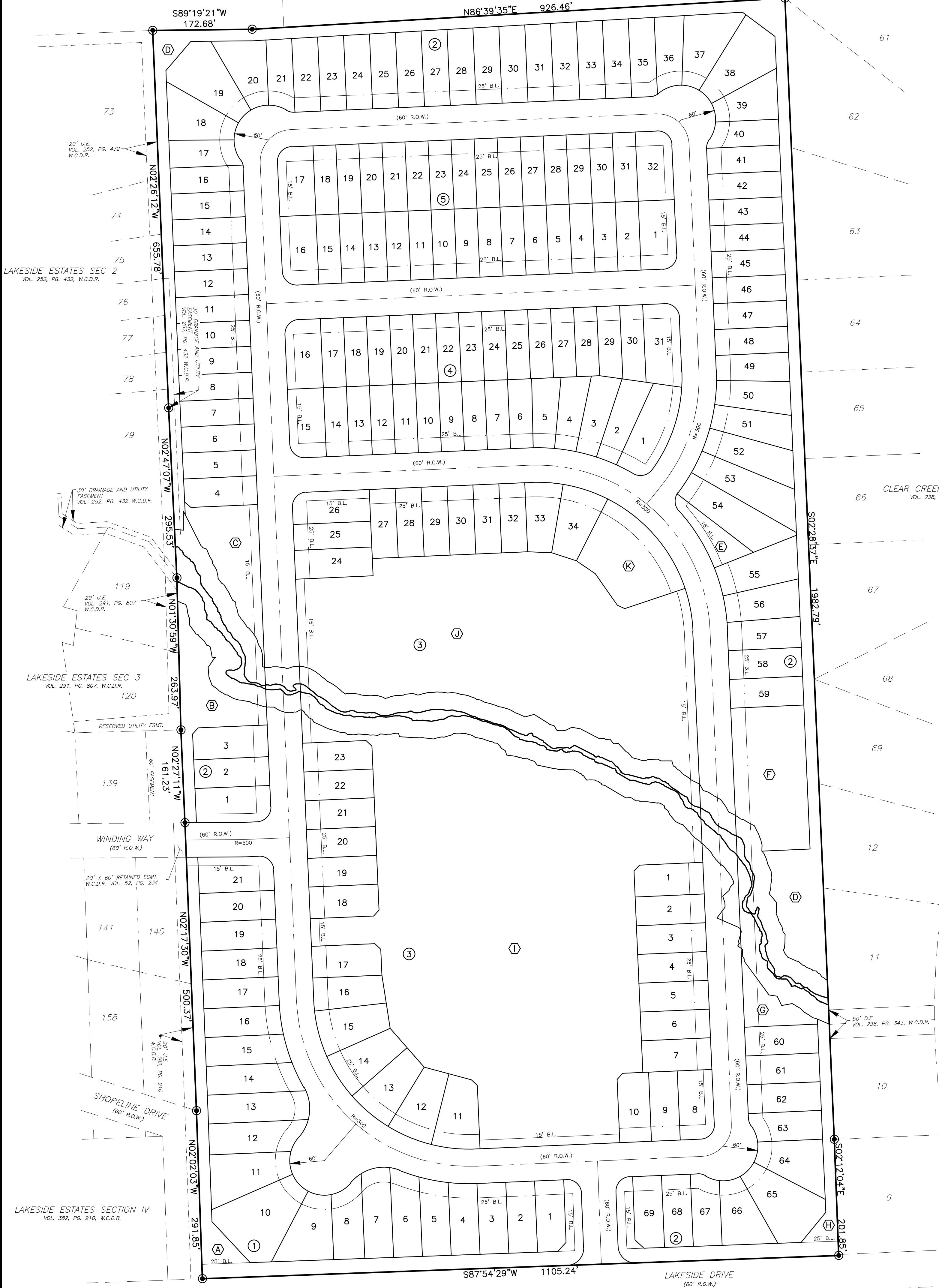
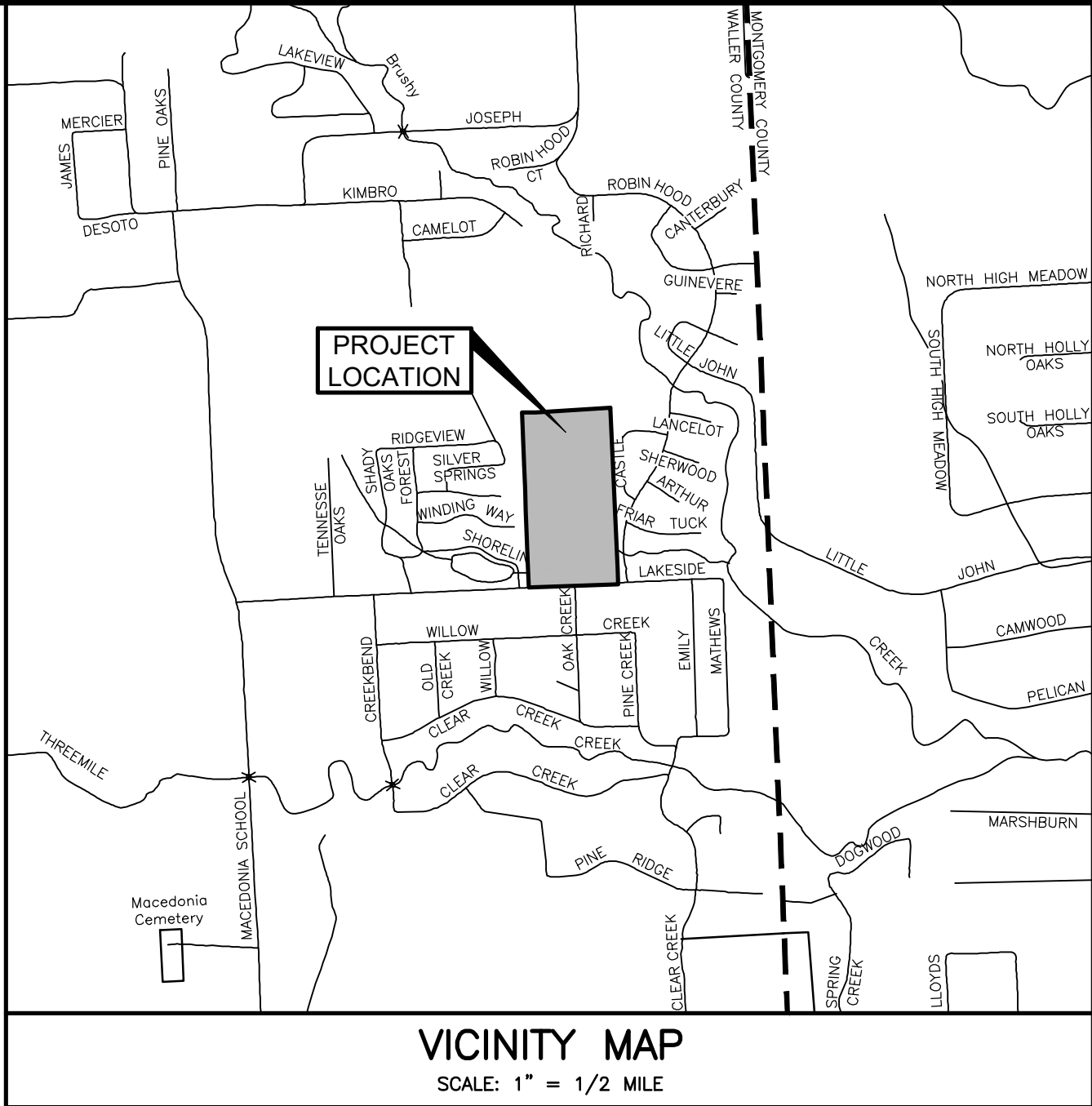


SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	0.839 AC. - 36,557 S.F.
(B)	RESTRICTED RESERVE "B"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	0.404 AC. - 17,606 S.F.
(C)	RESTRICTED RESERVE "C"	RESTRICTED TO PARK USE	0.405 AC. - 17,652 S.F.
(D)	RESTRICTED RESERVE "D"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	2.002 AC. - 87,209 S.F.
(E)	RESTRICTED RESERVE "E"	RESTRICTED TO PARK USE	0.130 AC. - 5,698 S.F.
(F)	RESTRICTED RESERVE "F"	RESTRICTED TO WATER PLANT USE	0.681 AC. - 29,690 S.F.
(G)	RESTRICTED RESERVE "G"	RESTRICTED TO PARK USE	0.151 AC. - 6,620 S.F.
(H)	RESTRICTED RESERVE "H"	RESTRICTED TO LANDSCAPE/ OPENSAPCE USE	0.500 AC. - 21,793 S.F.
(I)	RESTRICTED RESERVE "I"	RESTRICTED TO DETENTION USE	6.714 AC. - 292,471 S.F.
(J)	RESTRICTED RESERVE "J"	RESTRICTED TO DETENTION USE	3.985 AC. - 173,621 S.F.
(K)	RESTRICTED RESERVE "K"	RESTRICTED TO PARK USE	0.454 AC. - 19,782 S.F.
TOTAL			16.265 AC. - 708,699 S.F.

CALLLED
46.426 ACRES
DINKINS CENTURY FARM LLC.
DOC. No. 1604220 & 1604222 W.C.O.P.R.

CALLLED
17.062 ACRES
DINKINS CENTURY FARM LLC.
DOC. No. 1604221 W.C.O.P.R.

CALLLED
46.00 ACRES
O. THEODORE DINKINS JR
VOL. 444 PG. 179 W.C.D.R.



LOT AND OPEN SPACE/PARK TABLE

40' X 120' +	55 LOTS (29%)
45' X 120' +	70 LOTS (38%)
50' X 120' +	62 LOTS (33%)
TOTAL NO. OF LOTS LESS THAN 5000 S.F.	51 LOTS
AREA OF THE LOTS THAT FALL BELOW 5000 S.F.	9,965 S.F.
TOTAL PARK PROVIDED	44,054 S.F. (1.01 AC.)

ACORN RANCH
GENERAL PLAN

A SUBDIVISION OF 54.93 ACRES OF LAND
LOCATED IN P. PEVEHOUSE SURVEY, A-235
WALLER COUNTY, TEXAS

187 LOTS 5 BLOCKS 10 RESERVES
DATE: SEPTEMBER, 2024 SCALE: 1" = 100'

OWNER:
54 ACORN RANCH, LTD.

9018 TR-OIT BEACH RD.
BAYTOWN, TEXAS 77523
713-398-7927
SOPHIA FILIP
SOPHIAFILIP@GMAIL.COM

ENGINEER

SURVEYOR

r.g. miller

MILLER SURVEY

DCCM

DCCM

R.G. Miller Engineers, Inc. | TXEng F - 487

Miller Survey | Firm Reg. No. 10047100

16340 Park Ten Place, Ste 350
Houston, TX 77084

1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.461.9600 | rgmiller.com

713.413.1900 | millersurvey.com SHEET 1 OF 2

L:\4928-EAST WALLER COUNTY MANAGEMENT DISTRICT\05135.000 ACORN RANCH\CAD\PLAT\ACORN_RANCH_GENERAL PLAN_091124.DWG Sep. 11, 2024--4:55 PM CHAD MILLER

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	1	6,113
2	1	6,173
3	1	6,156
4	1	6,205
5	1	6,580
6	1	7,355
7	1	7,717
8	1	6,867
9	1	8,654
10	1	14,463
11	1	9,522
12	1	8,517
13	1	8,742
14	1	7,969
15	1	7,103
16	1	6,658
17	1	6,558
18	1	6,550
19	1	6,542
20	1	6,534
21	1	7,861

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	2	7,827
2	2	6,508
3	2	7,108
4	2	6,274
5	2	5,704
6	2	5,714
7	2	5,725
8	2	5,727
9	2	5,726
10	2	5,724
11	2	5,723
12	2	5,721
13	2	5,720
14	2	5,719
15	2	5,717
16	2	5,715
17	2	5,440
18	2	7,876
19	2	10,783
20	2	7,490

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
21	2	5,413
22	2	5,776
23	2	5,806
24	2	5,837
25	2	5,867
26	2	5,898
27	2	5,928
28	2	5,959
29	2	5,989
30	2	6,020
31	2	6,050
32	2	6,081
33	2	6,111
34	2	6,142
35	2	6,157
36	2	5,916
37	2	9,009
38	2	10,502
39	2	6,830
40	2	5,302

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
41	2	5,715
42	2	5,715
43	2	5,715
44	2	5,715
45	2	5,715
46	2	5,715
47	2	5,715
48	2	5,715
49	2	5,993
50	2	6,538
51	2	7,185
52	2	8,380
53	2	10,306
54	2	10,881
55	2	8,886
56	2	7,231
57	2	6,539
58	2	6,350
59	2	6,530
60	2	6,530

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
61	2	6,350
62	2	6,350
63	2	6,044
64	2	8,227
65	2	11,485
66	2	7,743
67	2	6,035
68	2	6,264
69	2	6,166

LOT SUMMARY TABLE

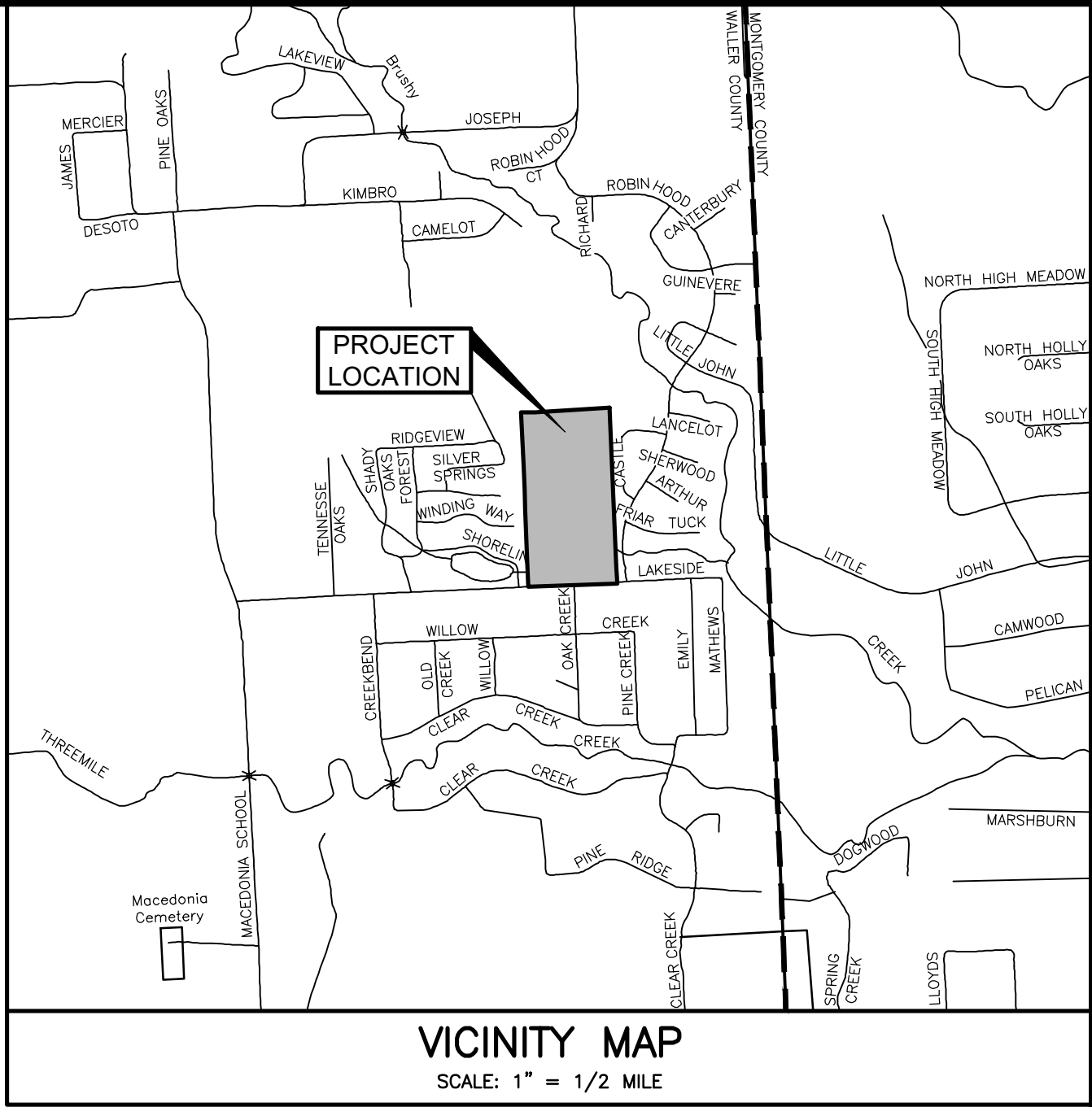
LOT	BLOCK	SQ.FT.
1	3	6,550
2	3	6,000
3	3	6,000
4	3	6,000
5	3	6,000
6	3	6,000
7	3	6,600
8	3	7,066
9	3	6,000
10	3	6,550
11	3	8,271
12	3	7,822
13	3	7,838
14	3	7,838
15	3	7,798
16	3	6,508
17	3	6,550
18	3	6,550
19	3	6,000
20	3	6,000
21	3	6,000
22	3	6,000
23	3	5,950
24	3	6,057
25	3	6,057
26	3	7,289
27	3	5,400
28	3	5,400
29	3	5,400
30	3	5,400
31	3	5,400
32	3	5,400
33	3	6,563
34	3	7,685

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	4	9,878
2	4	6,782
3	4	6,251
4	4	5,705
5	4	5,350
6	4	4,888
7	4	4,800
8	4	4,800
9	4	4,800
10	4	4,800
11	4	4,800
12	4	4,800
13	4	4,800
14	4	4,800
15	4	7,373
16	4	7,373
17	4	4,800
18	4	4,800
19	4	4,800
20	4	4,800
21	4	4,800
22	4	4,800
23	4	4,800
24	4	4,800
25	4	4,800
26	4	4,800
27	4	4,800
28	4	4,800
29	4	4,947
30	4	4,800
31	4	5,240
32	4	8,637

LOT SUMMARY TABLE

LOT	BLOCK	SQ.FT.
1	5	7,373
2	5	4,800
3	5	4,800
4	5	4,800
5	5	4,800
6	5	4,800
7	5	4,800
8	5	4,800
9	5	4,800
10	5	4,800
11	5	4,800
12	5	4,800
13	5	4,800
14	5	4,800
15	5	7,373
16	5	7,373
17	5	4,800
18	5	4,800
19	5	4,800
20	5	4,800
21	5	4,800
22	5	4,800
23	5	4,800
24	5	4,800
25	5	4,800
26	5	4,800
27	5	4,800
28	5	4,800
29	5	4,800
30	5	4,800
31	5	4,800
32	5	7,373



ACORN RANCH GENERAL PLAN

A SUBDIVISION OF 54.93 ACRES OF LAND
LOCATED IN P. PEVEHOUSE SURVEY, A-235
WALLER COUNTY, TEXAS

187 LOTS 5 BLOCKS 10 RESERVES

DATE: SEPTEMBER, 2024 SCALE: 1" = 100'

OWNER:
54 ACORN RANCH, LTD.

9016 TRI-CITY BEACH RD.
BAYTOWN, TEXAS 77523
713-398-7927
SOPHIA.FILIZ
SOPHIAFILIZ@GMAIL.COM

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

SURVEYOR

MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100

1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.413.1900 | millersurvey.com SHEET 2 OF 2

Exhibit D

Concept Land Plan

L:\4928 - EAST WALLER COUNTY MANAGEMENT DISTRICT\05135-000 ACORN RANCH\CAD\LAND PLAN\ACORN RANCH LANDPLAN_A_082024.DWG Sep. 11, 2024--4:57 PM CHAD MILLER



LAND USE SUMMARY

	SFR — 40' X 120' (55)	29%
	SFR — 45' X 120' (70)	38%
	SFR — 50' X 120' (62)	33%
	DETENTION/AMENITY (+/- 10.7 AC.)	
	PARK (+/- 1.1 AC.)	
	TRAIL (+/- 3,800 L.F.)	

THIS EXHIBIT IS A GRAPHICAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND SHOULD NOT BE USED FOR COMPUTATION OR CONSTRUCTION PURPOSES. FURTHER, ALL PROPERTY BOUNDARIES, EASEMENTS, DRAINAGE, FLOODPLAIN AND ENVIRONMENTAL ISSUES AND OTHER INFORMATION SHOWN IS APPROXIMATE AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS DRAWING ARE INTENDED. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ACORN RANCH
SCHEMATIC PLAN

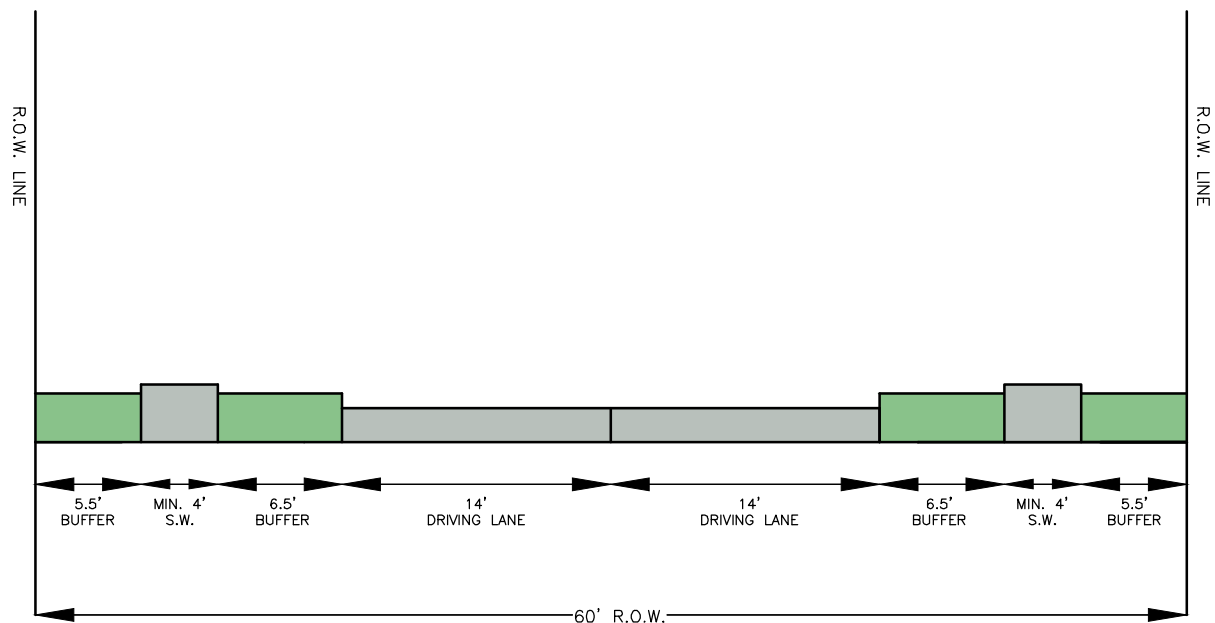
DATE: AUGUST, 2024 SCALE: 1" = 100'
TOTAL LOTS — 187

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487
16340 Park Ten Place, Ste 350
Houston, TX 77084
713.461.9600 | rgmiller.com



ACORN RANCH
FIGURE 1 – LOCAL STREET
CROSS SECTION

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

DATE: 8/21/2024 SCALE: 1"=10'

Exhibit E

Approved Variances

1. On _____ the Waller County Commissioners Court approved the following variance for 54 Acorn Ranch, Ltd. for the Acorn Ranch 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, with lots ranging from 40 feet to 60 feet wide

2. On _____ the Waller County Commissioners Court approved the following variance for 54 Acorn Ranch, Ltd. for the Acorn Ranch subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline radius of 650 feet on local streets

Approved Variance: minimum centerline radius of 300 feet on local streets

3. On _____ the Waller County Commissioners Court approved the following variance for 54 Acorn Ranch, Ltd. for the Acorn Ranch subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of 70 feet (radius)

Approved Variance: minimum right-of-way of 60 feet (radius)

Exhibit F**Statutory Verifications**

1.1 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, 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 2271.002, 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. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.1 shall survive termination of the Agreement until the statute of limitations has run.

1.2 Verification under Chapter 2252, Texas Government Code. The Developer represents that neither it nor any of its parent company, 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 excludes the Developer and each of its parent company, 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. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.2 shall survive termination of the Agreement until the statute of limitations has run.

1.3 No Discrimination Against Fossil-Fuel Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott energy companies” shall mean, 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 (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does

business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.3 shall survive termination of the Agreement until the statute of limitations has run.

1.4 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 1.4 shall survive termination of the Agreement until the statute of limitations has run.

Exhibit G

Memorandum of Agreement

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and 54 ACORN RANCH Ltd. for Acorn Ranch (“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.