

## **DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** with attached exhibits (the "Agreement") is made as of \_\_\_\_\_, 20\_\_, (the "Effective Date"), by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation ("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 300.1 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.

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: Forestar (USA) Real Estate Group Inc.  
Attn: Ms. Justine Collier Klinke  
3355 West Alabama, Suite 1240  
Houston, Texas 77098  
Email: justineklinke@forestar.com

with a copy to: Allen Boone Humphries Robinson LLP  
Attn: Christina Miller  
3200 Southwest Freeway, Ste. 2600  
Houston, TX 77027  
Email: cmiller@abhr.com

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

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 approval by of the County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and 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.

Contract ID# \_\_\_\_\_

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

[EXECUTION PAGES TO FOLLOW]

Contract ID# \_\_\_\_\_

FORESTAR (USA) REAL ESTATE  
GROUP INC.,  
a Delaware corporation

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

Contract ID# \_\_\_\_\_

**Exhibit A**  
**Metes and Bounds of the Property**

**METES AND BOUNDS DESCRIPTION  
BEING 300.1 ACRES  
IN THE JOHN REESE SURVEY, ABSTRACT NO. 242  
WALLER COUNTY, TEXAS**

A 300.5 ACRE TRACT OF LAND IN THE JOHN REESE SURVEY, ABSTRACT NO. 242 WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF A CALLED 20.725 ACRE TRACT OF LAND, CONVEYED TO BUD ADAMS RANCHES, INC., RECORDED UNDER VOLUME (VOL.) 456, PAGE (PG.) 834 WALLER COUNTY DEED RECORDS (W.C.D.R.) AND ALL OF TRACT "F" CONVEYED TO BUD ADAMS RANCHES, INC. AS RECORDED UNDER VOL. 458, PG. 249 W.C.D.R. AND DESCRIBED UNDER VOL. 183, PG. 388 W.C.D.R., AND ALL OF A CALLED 4.4913 ACRE TRACT (TRACT 1), AND ALL OF A CALLED 13.1289 ACRE TRACT (TRACT 2) BOTH CONVEYED TO JOSEPH GUILLEN, ET UX. AS DESCRIBED IN DOCUMENT RECORDED UNDER W.C.C.F. NO. 1807394, SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., THE SAID 300.1 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a 1-inch iron pipe found marking the northeast corner of a called 5.00 acre tract (WHITE) conveyed to Mark H. White, ET UX., as described in document recorded under Vol. 464, Pg. 291 W.C.D.R., the southeast corner of a called 4.538 acre tract conveyed to Shirley A. Flora as described in document recorded under Vol. 566, Pg. 696 W.C.D.R., the southwest corner of a called 6.223 acre tract conveyed to Ernestine Kwiatkowski as described in document recorded under Vol. 427, Pg. 137 W.C.D.R., the northwest corner of said TRACT "F", and the northwest corner of the herein described tract;

**THENCE**, North 87°23'10" East, along the northerly line of said TRACT "F", common with the southerly lines of said 6.223 acre tract, a called 6.874 acre tract conveyed to Decapolis Investment Group LLC as described in document recorded under Vol. 1420, Pg. 310 W.C.D.R., a called 4.8858 acre tract conveyed to Roland Kenneth Robinson as described in document recorded under Vol. 546 Pg. 2 W.C.D.R., a called 15.6338 acre tract conveyed to Jose Oviedo, ET UX. as described in document recorded under Waller County Clerk's File Number (W.C.C.F. NO.) 1605665, a called 19.643 acre tract conveyed to Ralph David Franz, JR. as described in document recorded under W.C.C.F. NO. 1709285, passing at a distance of 409.83 feet a 1/2-inch iron rod found (0.3 feet south of line) marking the southeast corner of said 6.223 acre tract, and the southwest corner of said 6.874 acre tract, passing at a distance of 768.54 feet a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" (0.4 feet north of line) found marking the southeast corner of said 6.874 acre tract, and the southwest corner of said 4.8858 acre tract, passing at a distance of 1,605.42 feet a 1/2-inch iron rod (0.9 feet north of line) found marking the southeast corner of said 15.6338 acre tract, and the southwest corner of said 19.643 acre tract, continuing a total distance of 2,527.71 feet, to a 5/8-inch iron rod found marking the southeast corner of said 19.643 acre tract, and the southwest corner of said 13.1289 acre tract, and an interior corner of the herein described tract;

**THENCE**, North 20°17'57" West, along the northeasterly line of said 19.643 acre tract, common with the southwesterly line of said 13.1289 acre tract, a distance of 1,221.49 feet, to a 5/8-inch iron rod found on the southerly Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) as dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northeast corner of said 19.643 acre tract, and the northwest corner of said 13.1289 acre tract, and an exterior corner of the herein described tract;

**THENCE**, North 87°40'06" East, along the southerly R.O.W. line of said F.M. 1488, common with the northerly line of said 13.1289 acre tract, a distance of 366.23 feet, to a 5/8-inch iron rod found marking the beginning of a curve to the right;

**THENCE**, in an easterly direction, along said curve to the right, having a radius of 1,859.88 feet, a central angle of 14°56'50" (chord bears, South 84°51'29" East, 483.83 feet) passing at an arc distance of 472.51 feet a 1/2-inch iron rod found marking the northeast corner of said 13.1289 acre tract, common with a northerly corner of aforesaid 4.4913 acre tract, continuing a total arc distance of 485.20 feet, to the point of tangency;

**THENCE**, South 77°10'54" East, continuing along southerly R.O.W. line of said F.M. 1488, common with the north line of said 4.4913 acre tract, a distance of 28.72 feet, to a 1/2-inch iron rod found marking the northwest corner of Reserve "A", Fieldstore Commercial, map or plat thereof recorded under file No. 2104032 Waller County Plat Records (W.C.P.R.) and the northeast corner of said 4.4913 acre tract, and an exterior corner of the herein described tract;

**THENCE**, South 02°22'42" East, along the west line of said Fieldstore Commercial, common with the east line of said 4.4913 acre tract, a distance of 538.25 feet, to a 1-inch iron pipe found marking an angle in the east line of said 4.4913 acre tract, the southwest corner of Lot1, Block 1, of said Fieldstore Commercial, and a northerly corner of said TRACT "f", and an interior corner of the herein described tract;

**THENCE**, North 86°48'18" East, departing the easterly line of said 4.4913 acre tract, and along the southerly line of Block 1 of said Fieldstore Commercial, common with the northerly line of said TRACT "f", passing four separate 1/2-inch iron rods found marking Lot corners of said Fieldstore Commercial plat at distances of 245.79 feet, 410.79 feet, 580.79 feet, and 780.79 feet, continuing a total distance of 1,188.97 feet, to a 1-1/2-inch iron pipe found in the west line of a called 18.119 acre tract (Tract II) conveyed to Little K Investments and Management, LLC as described in document recorded under W.C.C.F. NO. 2204395, marking the southeast corner of said Block 1 of Fieldstore Commercial plat, and the northeast corner of said TRACT "f", and the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5485" found marking the northeast corner of said Block 1, of Fieldstore Commercial plat, bears for reference, North 03°08'08" West, 206.20 feet, and from which a 1-1/4-inch iron pipe found on the south Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) partially dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northwest corner of a called 29.4019 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference North 77°53'13" East, 895.97 feet;

**THENCE**, South 03°08'08" East, along the east line of said TRACT "f", common with the west line of said Tract II, passing at 1,447.50 feet, the southwest corner of said Tract II, and the northwest corner of a called 18.847 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., from which point a found 1-inch iron pipe bears for reference South 86°56' West, 1.2', and from that same point a found 1/2-inch iron rod bears for reference, North 63°54' West, 1.4', continuing a total distance of 3,109.22 feet, to a 5/8-inch iron rod found on the north R.O.W. line of Joseph Road (based on a variable width) partially dedicated by Vol. 259, Pg. 454 W.C.D.R., marking the southwest corner of said 18.847 acre tract, and the southeast corner of said TRACT "f", and the herein described tract, from which a 1/2-inch iron pipe found at the intersection of the westerly R.O.W. line of Hegar Road (based on a variable width) partially dedicated by Vol. 255, Pg. 530 W.C.D.R., and the northerly R.O.W. line of said Joseph Road, marking the southeast corner of a called 14.065 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference, North 79°27'55" East, 1,955.04 feet, and a 1/2-inch iron pipe found on the northerly R.O.W. line of said Joseph Road, marking an angle in the southerly line of said 14.065 acre tract, bears for reference North 82°24'32" East, 1,145.40 feet;

**THENCE**, departing the said common line along the northerly R.O.W. line of said Joseph Road, common with the southerly line of said TRACT "f" and the herein described tract the following courses and distances:

South 71°57'27" West, a distance of 197.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

South 77°12'27" West, a distance of 103.40 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod found marking the northwest corner of a called 1.498 acre tract conveyed to Francisco Padilla as described in document recorded under Vol. 1023, Pg. 40 W.C.D.R., bears for reference, South 58°12'18" West, 86.52 feet;

South 87°42'27" West, a distance of 1,007.00 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

North 37°17'33" West, a distance of 11.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" found on the southerly R.O.W. line of said Joseph Road, marking the northeast corner of a called 20.462 acre tract conveyed to Jon R. Henningsgard as described in document recorded under Vol. 1151, Pg. 759 W.C.D.R., bears for reference South 66°41'25" West, 148.14 feet;

South 87°42'27" West, a distance of 2,908.47 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking the southeast corner of a called 5 acre tract conveyed to Billy C. Collier as described in document recorded under Vol. 1265, Pg. 411 W.C.D.R. and the southwest corner of said TRACT "f" and the herein described tract, from which a 1/2-inch iron rod found marking the southwest corner of said 5 acre tract bears for reference South 87°05'32" West, 426.13 feet, and a 5/8-inch iron rod found at the northerly end of a cut-back corner of the intersection of the southerly R.O.W. line of said Joseph road and the westerly R.O.W. line of Field store road (based on a width of 80 feet) as dedicated by Vol. 150, Pg. 453 W.C.D.R. and marking a northeasterly corner of a called 7.479 acre tract conveyed to Kelly Ginn, ET UX. as described in document recorded under W.C.C.F. NO. 1900462, bears for reference South 82°55'39" East, 317.28 feet;

**THENCE**, North 03°18'48" West, departing the northerly R.O.W. line of said Joseph road, and along the easterly line of said 5 acre tract, common with the westerly line of said TRACT "f", a distance of 510.02 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set in the west line of said TRACT "f", marking the northeast corner of said 5 acre tract, and the southeast corner of aforesaid 20.725 acre tract, and an interior corner of the herein described tract;

**THENCE**, South 87°03'11" West, departing the west line of said TRACT "f", and along the south line of said 20.725 acre tract, common with the north lines of said 5 acre tract, and a called 2.000 acre tract conveyed to Jona McGowen, and Curtis Lee Sims as described in document recorded under W.C.C.F. NO. 2214976, passing at a distance of 426.12 feet, a 1/2-inch iron rod found marking the northwest corner of said 5 acre tract, and the northeast corner of said 2.000 acre tract, continuing a total distance of 856.04 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set on the east R.O.W. line of Fields Store Road (unknown width, no record dedication found), marking the northwest corner of said 2.000 acre tract, and the southwest corner of said 20.725 acre tract and an exterior corner of the herein described tract;

**THENCE**, North 03°09'44" West, along the east R.O.W. line of said Fields Store Road, common with the west line of said 20.725 acre tract, a distance of 798.09 feet, to a 5/8-inch iron rod found marking the southwest corner of a called 5.00 acre tract conveyed to Doyle Alfred Warren, III ET UX. as described in document recorded under

Vol. 1437, Pg. 218 W.C.D.R. and an exterior corner of the herein described tract, from which a 1/2-inch iron rod found marking the northwest corner of said 5.00 acre tract, bears for reference North 03°20'02" West, 256.22 feet;

**THENCE**, North 87°06'13" East, departing the east R.O.W. line of said Fields Store Road, along the south line of said 5.00 acre tract, and over and across said 20.725 acre tract, a distance of 853.06 feet, to a 1/2-inch iron rod found on the west line of said TRACT "F", common with the east line of said 20.725 acre tract, marking the southeast corner of said 5.00 acre tract and an interior corner of the herein described tract;

**THENCE**, North 03°14'31" West, along the west line of said TRACT "F", common with the east lines of said 5.00 acre tract, a called 5.000 acre tract (HOAGLAND) conveyed to Tracy Hoagland as described in document recorded under Vol. 519, Pg. 411 W.C.D.R., a called 4.9887 acre tract conveyed to Karen Hayes recorded under Vol. 848, Pg. 240 W.C.D.R., a called 5.0067 acre tract granted to Shirley Ann Lyons per last will and testament of Johanna Elizabeth Guese, recorded under W.C.C.F. NO. 2000737, described in document recorded under Vol. 870, Pg. 343 W.C.D.R., and aforesaid WHITE tract, passing at a distance of 256.29 feet a 5/8-inch iron rod (rusted) found marking the northeast corner of said 5.00 acre tract, and the southeast corner of said HOAGLAND tract, passing at a distance of 509.38 feet a 1/2-inch iron rod found marking the northeast corner of said HOAGLAND tract, and the southeast corner of said 4.9887 acre tract, passing at a distance of 766.75 feet a 1-inch iron pipe found marking the northeast corner of said 4.9887 acre tract, and the southeast corner of said 5.0067 acre tract, continuing a total distance of 1,278.46 feet to the **POINT OF BEGINNING**,

SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., LEAVING A REMAINDER OF 300.1 ACRES.

Contract ID# \_\_\_\_\_

**Exhibit B**  
**Plan of Development**

## **EXHIBIT 'B'**

### **PLAN OF DEVELOPMENT**

### **OAK RIDGE**

#### **A. Introduction**

This proposed development is an important opportunity for Waller County (County) to participate in the strategic planning of a major master planned 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 set the standard for the type of development the County desires to promote within its jurisdiction.

Oak Ridge (Project) is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road. The tract is located fully in Waller County, in Precinct 2. It is approximately seven miles north of the City of Waller. The Project may have a different name in the future and is currently referred to as Oak Ridge.

The developer desires to construct a community that features recreational amenities and open space, provides a range of housing types and prices, and includes a commercial tract.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted on Figure 2 - Conceptual Plan.

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 Oak Ridge Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Oak Ridge 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

Figure 8 - Field Store Road Potential Realignment 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. 65 shall be created upon the property associated with the Project described in Exhibit 'A' to the Agreement. The target date for such creation is the end of the second quarter of calendar year 2025.
9. Law Enforcement; The Developer, the Homeowners' association to be created by 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.
10. The developer shall provide a fee in lieu of making improvements to Joseph Road. The current cost to construct one half of a major thoroughfare boulevard is approximately \$375 per linear foot. Since the Project has approximately 4,200 linear feet of frontage along Joseph Road, the developer shall provide \$1,575,000 to Waller County in a piecemeal fashion along with each final plat submittal that abuts Joseph Road proportional to the overall Joseph Road frontage. If the cost to construct one half of a major thoroughfare boulevard has decreased by the time of final plat submittal, the developer shall be permitted to submit a revised cost estimate for improvements to Joseph Road to reflect the updated cost and, upon the County's approval of the revised cost estimate figures, shall only be obligated to pay the County the revised cost.
11. Two drainage channels cross the tract from north to south and drain to Spring Creek.
12. The tract is located within the San Bernard Electric Cooperative Inc. service area.

**C. Land Uses**

1. The maximum number of single-family lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).
2. Within the boundary of the proposed Plan of Development, land shall be dedicated for parks and open space purposes, which area shall equal one acre per 54 dwelling units. Land used for parks and open space area shall have a minimum frontage of 60 feet on a public street. 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 regarding 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 800 lots (unless additional tracts of land are acquired and added to this PD).
2. Minimum lot size: 45 feet minimum width as approved by variance by Commissioner's Court on \_\_\_\_\_, and described in Exhibit D.
3. Maximum lot coverage: 65% percent 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: 10 feet.
7. Minimum setback from a major thoroughfare: 25 feet measured from the street right-of-way line.
8. The minimum right-of-way width for local streets within the PD shall be 60 feet. The minimum right-of-way width for collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on \_\_\_\_\_, and described in Exhibit D.
9. 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 \_\_\_\_\_, and are further described in Exhibit D.
10. For collector streets, curves shall have a minimum centerline radius of 650 feet with reverse curves separated by a tangent distance of not less than 150 feet, as approved by variance by Commissioner's Court on \_\_\_\_\_, and described in Exhibit D.
11. Cul-de-sac bulbs shall have a right-of-way radius of 60 feet and a paving radius of 50 feet as approved by variance by Commissioner's Court on \_\_\_\_\_, and described in Exhibit D.
12. 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' 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 12' by 20'.
- 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 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' of said plat boundary.

#### 13. 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) 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.



#### 14. 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.

#### 15. 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 on 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 area required for parks and open space shall be provided by private neighborhood park land consisting of 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. 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 parks and open space 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, 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) Is not a maintenance berm that is counted as parkland in the previous section.
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**

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

1. Street cross sections listed below:

Figure 5 - Street cross-section, Local Residential Street.

Figure 6 - Street cross-section, Collector 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.
3. Roundabouts shall be permitted along the collector streets shown in Figure 4 – Street Type Designation Map for the purpose of enhancing traffic safety, improving traffic flow, and ensuring efficient transportation within Oak Ridge. The eastern roundabout shall be located within the 60' right-of-way and have one lane. The western roundabout shall have a 100' right-of-way radius and have two lanes. The right-of-way for this roundabout shall be dedicated, but the roundabout shall not be constructed at this time.
4. As shown in Figure 4 – Street Type Designation Map, the existing Field Store Road will be extended within the Project between the intersection with Joseph Road and the intersection with the internal collector street. Field Store Road will terminate at the internal collector street with a standard intersection.

However, as shown in Figure 8 – Field Store Road Potential Realignment Exhibit, the County has the option to further extend Field Store Road to the north and to construct a roundabout at the intersection. A corridor will be preserved within the Project that the County may acquire to extend Field Store Road. Sufficient right-of-way will also be dedicated at the intersection so the County may construct a roundabout<sup>1</sup>. The corridor will be provided in lieu of right-of-way dedication for the further extension of Field Store Road to provide flexibility to the County and adjacent property owners. It will also prevent the need to construct a dead-end street by the developer.

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<sup>1</sup> The potential roundabout is located partially within a San Bernard Electrical Cooperative easement. Therefore, construction of roundabout subject to approval by San Bernard Electrical Cooperative.

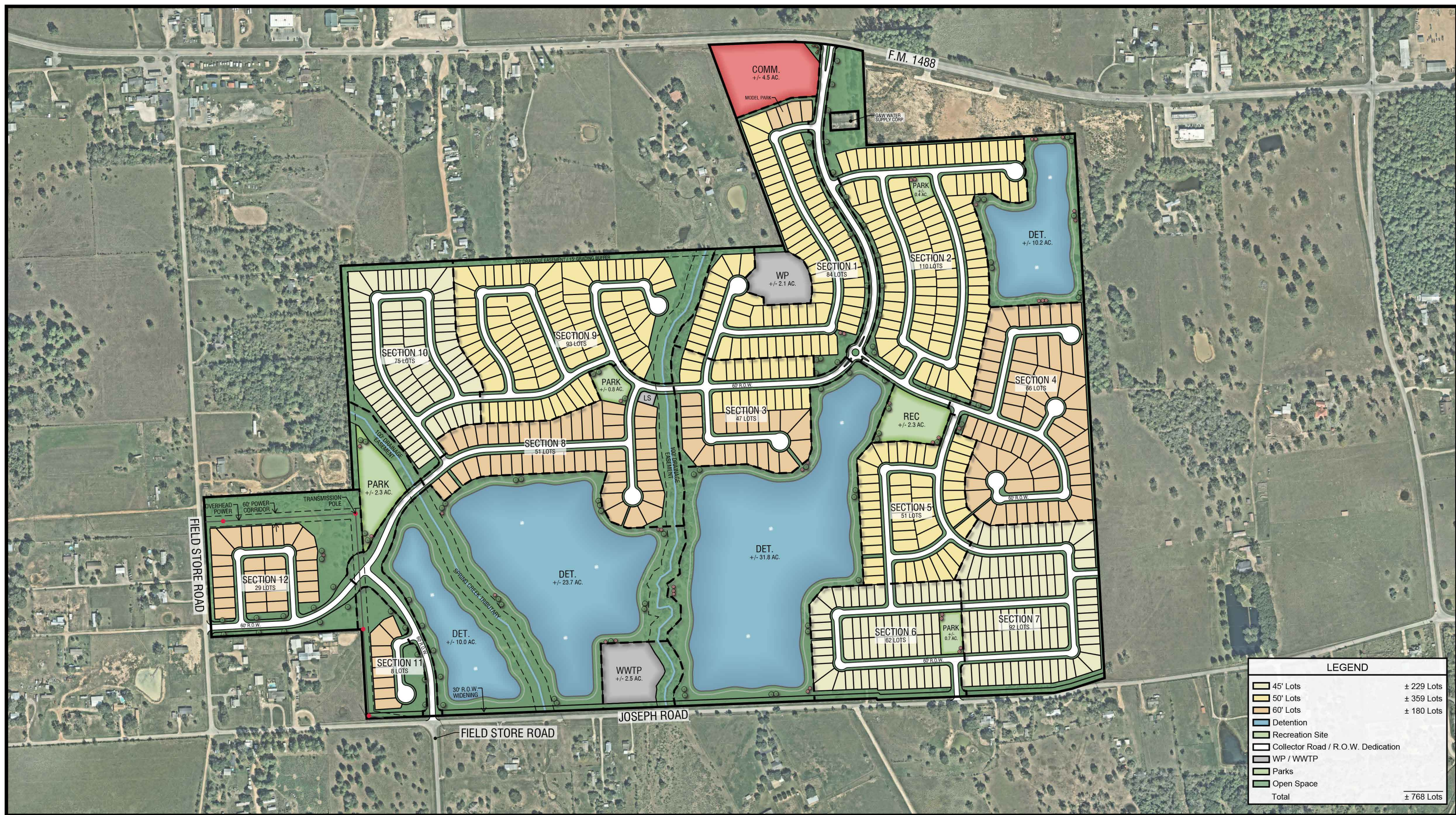
## **G. Building Regulations**

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.

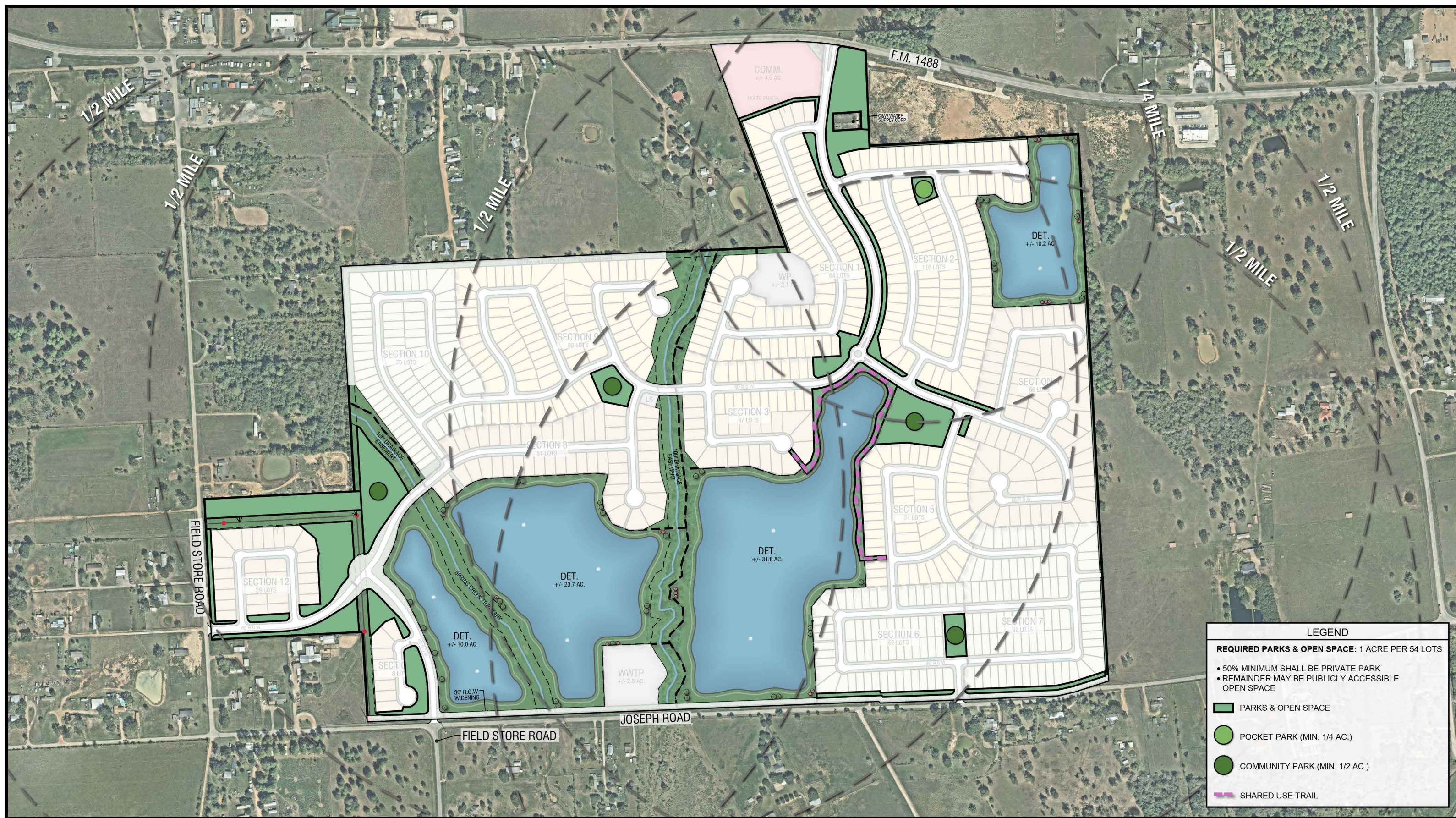






**Figure 2: Conceptual Plan**

Waller County, Texas



# Figure 3: Landscape and Open Space Plan

Waller County, Texas

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

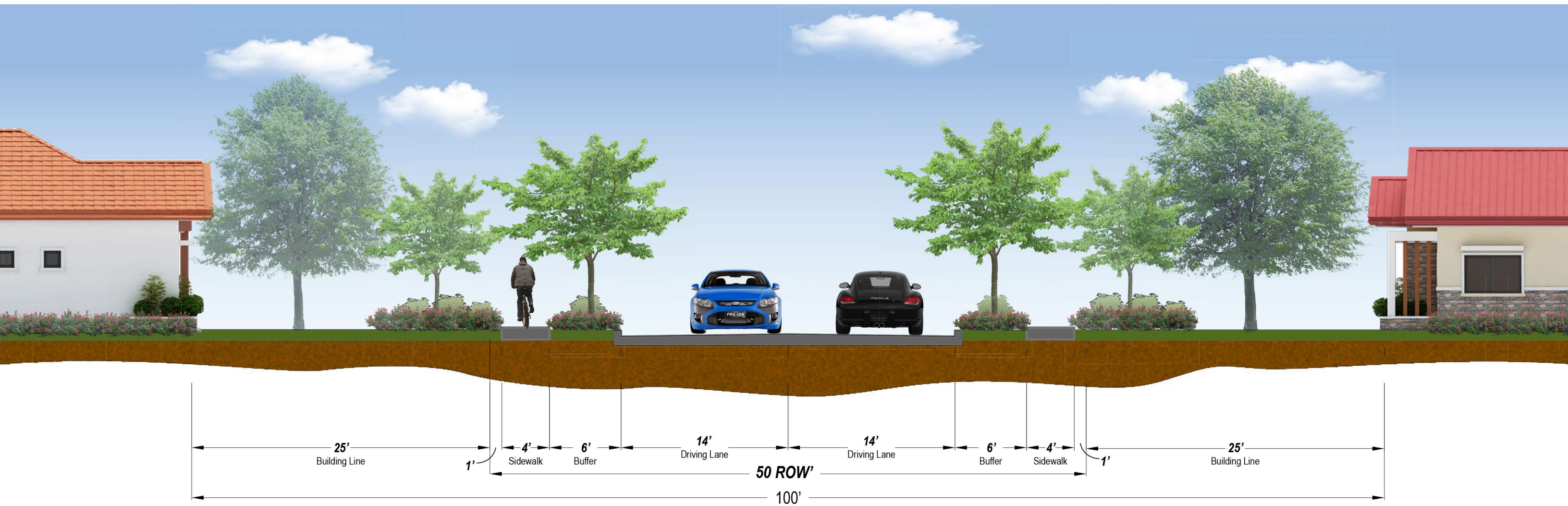


EHRA JOB NO.  
241-013-00  
No warranty or representation of intended use,  
design or proposed improvements are made  
herein. All Plans for land or facilities are subject  
to change without notice.

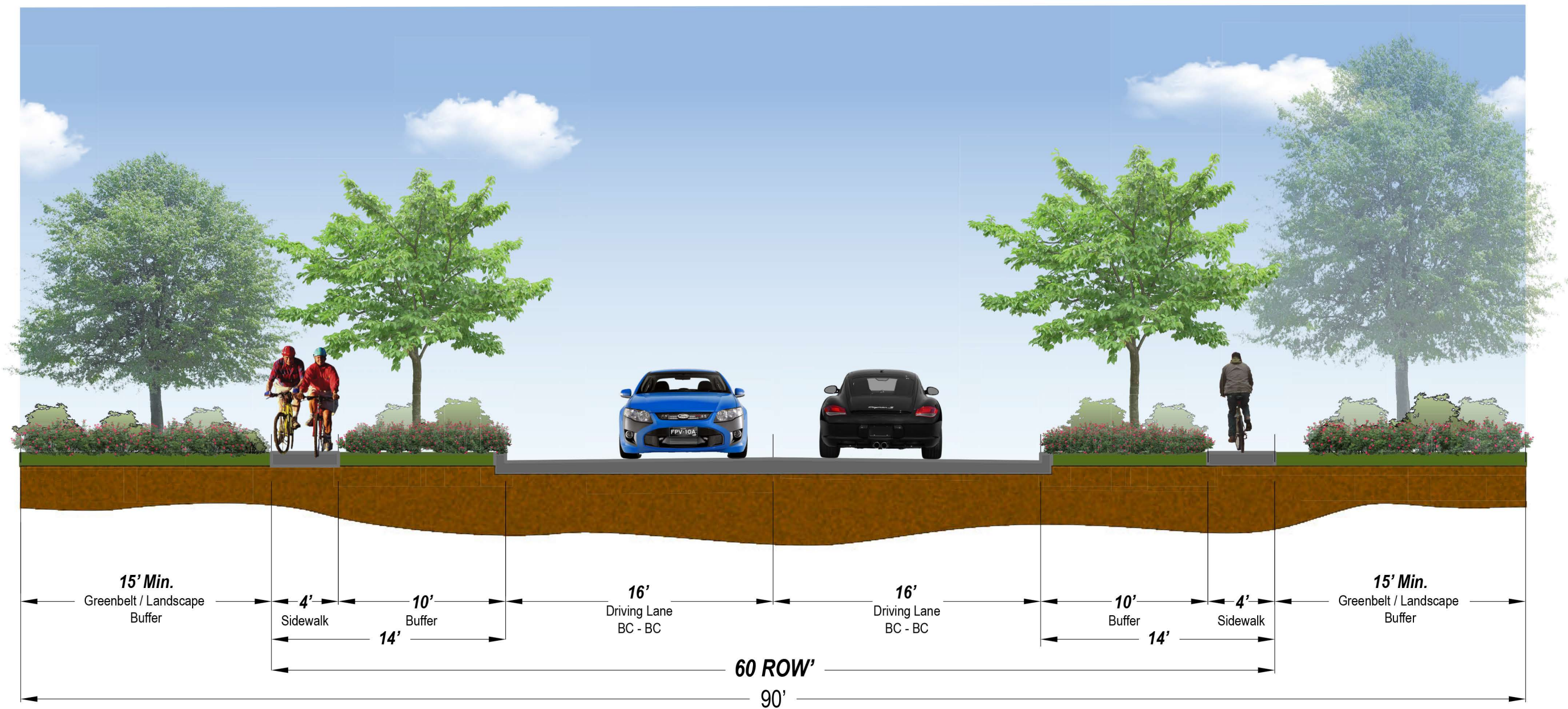


10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
EHRATEAM  
TBPE No. F-726  
TBPLS No. 10092300





**Street Cross Section | Residential Street**



**Street Cross Section | Collector Street**



**Figure 7: Fence Exhibit**

Waller County, Texas

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



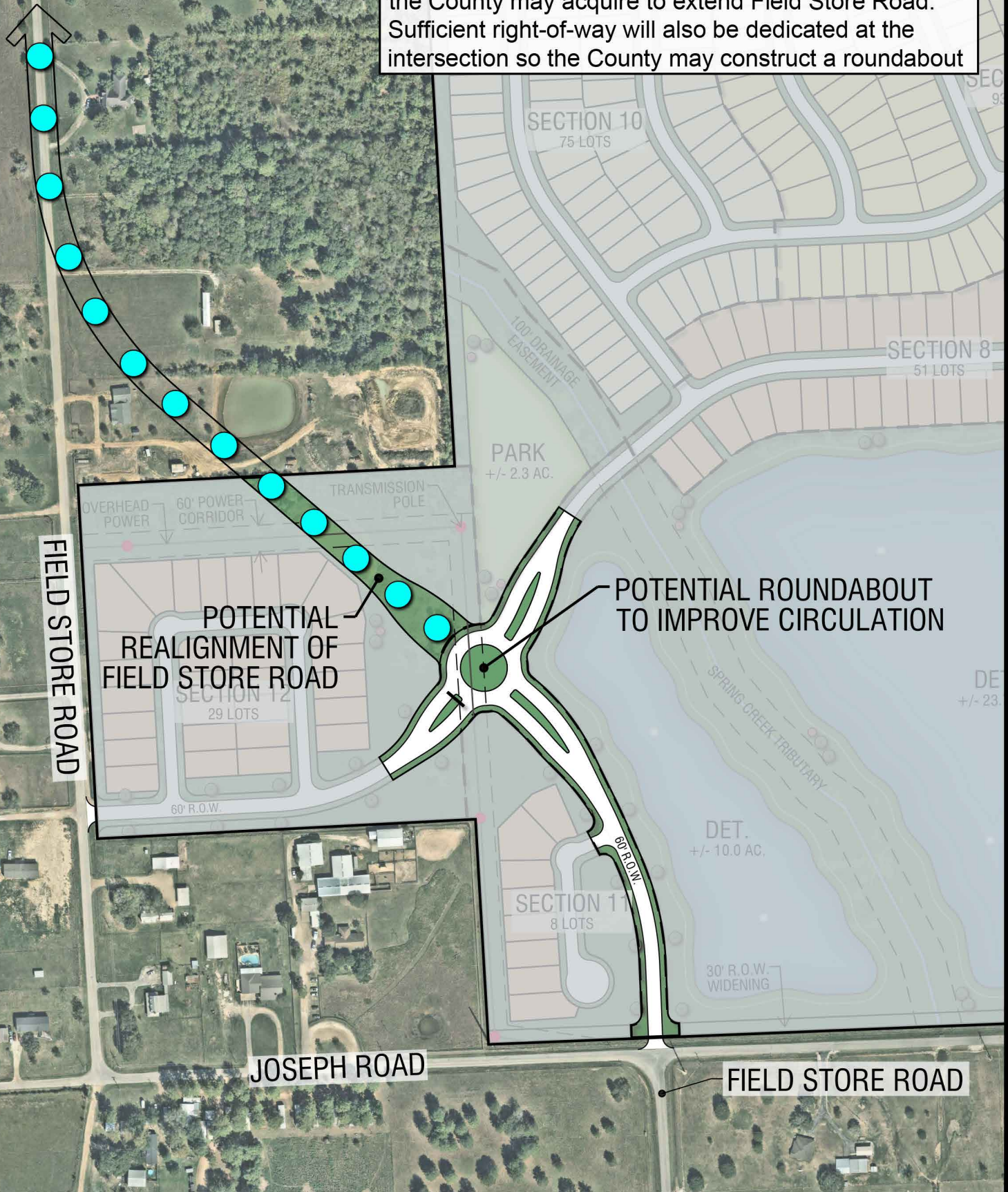
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713.784.4500  
EHRATEAM  
TBPE No. F-726  
TBPLS No. 10092300

Note: A corridor will be preserved within the Project that the County may acquire to extend Field Store Road. Sufficient right-of-way will also be dedicated at the intersection so the County may construct a roundabout



**Figure 8: Field Store Road Potential Realignment Exhibit**

Waller County, Texas

0 75' 150' 300'  
SCALE: 1"=300'  
TRUE SCALE AT 8.5" x 11"



NORTH

**EHRA**

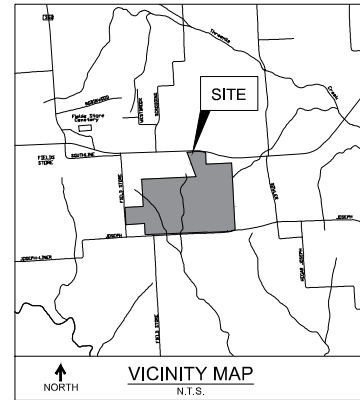
ENGINEERING THE FUTURE  
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EHRA JOB NO.  
241-013-00

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

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.

**Exhibit C**  
**General Plan**



GENERAL NOTES:

1. D.E. indicates Drainage Easement.  
S.E. indicates Utility Easement.  
E.S.M.T. 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. indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates 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 herein are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and 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 45 feet.
5. A subdivision variance has been submitted to allow cul-de-sacs 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 centerline radius for local streets to 300 feet with a minimum tangent of 50 feet between reverse curves.
7. 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.
8. Phasing, section lines, and ultimate lot plan subject to change.
9. The property subdivided in the foregoing general plan lies in Waller County, Waller Independent School District, and future W.C.M.U.D. No. 65.
10. The proposed extension of Field Store Road is based on the centerline of the pavement of existing Field Store Road, rather than the centerline of the right-of-way.

| LINE | ANGLE         | DISTANCE |
|------|---------------|----------|
| L1   | S 77°10'54" E | 26.72'   |
| L2   | S 71°57'27" W | 197.50'  |
| L3   | S 77°12'27" W | 103.40'  |
| L4   | N 37°17'33" W | 11.50'   |
| L5   | N 86°18'03" E | 160.00'  |
| L6   | S 02°07'35" W | 99.99'   |
| L7   | S 86°18'03" W | 160.00'  |
| L8   | N 02°22'36" W | 100.00'  |

| CURVE | RADIUS    | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|-----------|------------|---------------|--------------|
| C1    | 1,859.88' | 485.21'    | S 84°51'13" E | 483.85'      |

45' Wide Lots (Typ.): 229 Lots  
50' Wide Lots (Typ.): 359 Lots  
60' Wide Lots (Typ.): 180 Lots  
Total Lots: 768 Lots

Phase 1 Lots: 512 Lots  
Phase 2 Lots: 256 Lots  

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Total Lots: 768 Lots

# **Oak Ridge General Plan**

A Subdivision of 300.14 acres out of the John Reese Survey, A-242, Waller County, Texas.

**Owners: Bud Adams Ranches Inc.  
Joseph & Alice Guillen**

**Exhibit D**  
**Approved Variances**

July, 2024

J. Ross McCall, PE  
County Engineer, Waller County  
775 Business 290 East  
Hempstead, Texas 77445

**Re: Oak Ridge Variance Request** – Collector Street Centerline Minimum Radius

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 60' wide right-of-way for collector streets for your review and consideration by the Waller County Commissioners Court at its next meeting.

### **Introduction**

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

### **Variance Request**

#### **App. A.4.2.5: 1,200' minimum centerline radius.**

We are requesting a variance to reduce the minimum collector street centerline radius from 1,200' to 650'. Reverse curves shall also be separated by a tangent distance of not less than 200'. This variance meets the purpose of the minimum centerline radius because it maintains the flow of traffic while also enhancing the safety of the community. A 1,200' minimum centerline radius forces streets to be straighter, which allows cars to drive at higher speeds. Reducing the minimum centerline radius to 650' allows the streets to be more curvilinear. Because of the changes in direction, streets with more curves compel drivers to slow down. Reduced driving speeds, as a result, create a safer environment for both drivers and pedestrians within the neighborhood. Reduced driving speeds will be enforced by designing to

a 35 MPH speed limit, instead of the typically required 45 MPH design speed. The roundabout at the terminus of the collector street further serves to slow down traffic and improve safety, and it demonstrates the desire for this road not to be considered like a typical collector street.

A minimum 650' centerline radius is also appropriate for this development because this collector street serves a different purpose than a typical collector street. This collector street does not connect two major thoroughfares, but instead it functions as the community entry road and distributes traffic to the different neighborhood sections. It is suitable for this neighborhood collector street to have smaller centerline radii to create a pleasant, winding entryway for residents and their guests. This is also congruent with other developments of this type. Many successful master planned communities utilize smaller centerline radii to create curvy neighborhood collector roads that serve as spine streets. Emulating current thriving master planned communities will ensure that Oak Ridge is also successful, which will in turn be of great benefit to Waller County.

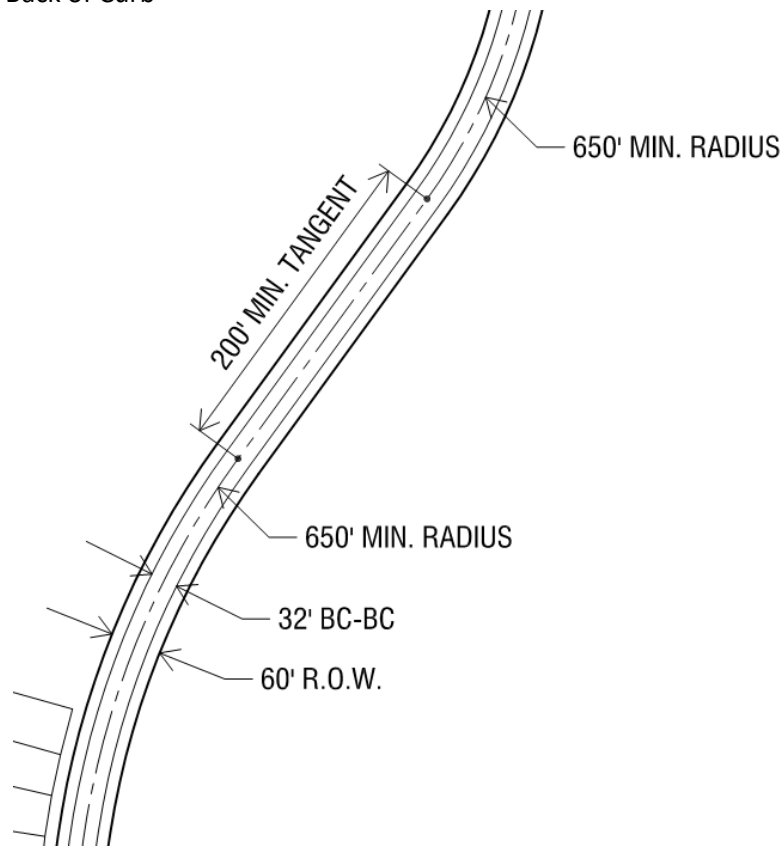
Diagram: Minimum Centerline Radius and Tangent

650' Minimum Centerline Radius

200' Minimum Centerline Tangent Distance between Curves

60' Right of Way

32' Back of Curb to Back of Curb



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.



Sincerely,



Brad Sweitzer, AICP, PLA

Associate | Co-Practice Area Leader



July, 2024

J. Ross McCall, PE  
County Engineer, Waller County  
775 Business 290 East  
Hempstead, Texas 77445

**Re: Oak Ridge Variance Request** – Collector Street Right-of-Way Width

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 60' wide right-of-way for collector streets for your review and consideration by the Waller County Commissioners Court at its next meeting.

### **Introduction**

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

### **Variance Request**

#### **App. A.4.2.2: 80' minimum right-of-way width for collector streets.**

We are requesting a variance to reduce the minimum collector street right-of-way width from 80' to 60'. This variance will only affect the width of the right-of-way, not the width of the roadway itself. The pavement cross section will be 32' from back of curb to back of curb which meets the collector road requirements for the County and will ensure the efficient flow of traffic. The reason for this variance request is to allow for minimum 10' wide landscape buffers on either side of the collector street. These landscape buffers will improve the quality of the community by providing more space for trees, shrubs, and sidewalks along the collector road that will serve as the primary entry for residents and guests. Furthermore, the County benefits by having the same roadway width as typical but having less landscape area to maintain since the 10' landscape buffers will now be maintained by the future MUD/HOA.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,



Brad Sweitzer, AICP, PLA

Associate | Co-Practice Area Leader



July, 2024

J. Ross McCall, PE  
County Engineer, Waller County  
775 Business 290 East  
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Cul-de-sac Radius

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for cul-de-sacs with 50' right-of-way radius and 28' pavement radius for your review and consideration by the Waller County Commissioners Court at its next meeting.

### **Introduction**

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

### **Variance Request**

#### **App. A.4.3.4: 70' right-of-way radius and 50' paving radius for cul-de-sacs.**

We are requesting a variance to reduce the minimum cul-de-sac right-of-way radius from 70' to 60'. The pavement radius for cul-de-sacs will still match the County standards at 50', but the reduction of right-of-way radius for cul-de-sacs will allow for greater flexibility with land planning efforts and will not hinder the ability to provide utilities between the edge of pavement and the right-of-way line. Additionally, the reduced distance between the pavement edge and right-of-way will generate more space between driveways on cul-de-sacs, which will enhance the visual character of the neighborhood.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,



Brad Sweitzer, AICP, PLA

Associate | Co-Practice Area Leader



July, 2024

J. Ross McCall, PE  
County Engineer, Waller County  
775 Business 290 East  
Hempstead, Texas 77445

**Re: Oak Ridge Variance Request** – Local Street Centerline Minimum Radius

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 60' wide right-of-way for collector streets for your review and consideration by the Waller County Commissioners Court at its next meeting.

### **Introduction**

Oak Ridge is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

### **Variance Request**

#### **App. A.4.3.5: 650' minimum centerline radius.**

We are requesting a variance to reduce the minimum centerline radius for local streets from 650' to 300'. This shall not apply to "L type" intersections, which shall have a minimum centerline radius of 50'. Reverse curves shall also be separated by a tangent distance of not less than 50'. This variance meets the purpose of the minimum centerline radius because it enhances the safety of the neighborhood. A 650' minimum centerline radius forces streets to be straighter, which allows cars to drive at higher speeds. Reducing the minimum centerline radius to 300' allows the streets to be more curvilinear. Because of the changes in direction, streets with more curves compel drivers to slow down. Reduced driving speeds, as a result, create a safer environment for both drivers and pedestrians within the neighborhood. A minimum 300'

centerline radius is also congruent with other developments of this type. Many successful master planned communities utilize smaller centerline radii to create street patterns that facilitate a wide range of housing types, recreational amenities, and open spaces. Emulating current thriving master planned communities will ensure that Oak Ridge is also successful, which will in turn be of great benefit to Waller County.

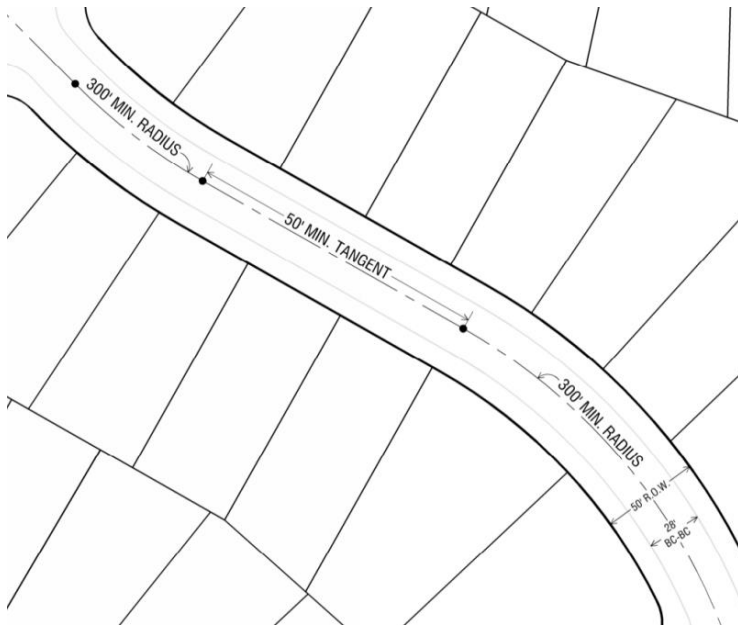
Diagram: Minimum Centerline Radius and Tangent

300' Minimum Centerline Radius

50' Minimum Centerline Tangent Distance between Curves

50' Right of Way

28' Back of Curb to Back of Curb



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer, AICP, PLA

Associate | Co-Practice Area Leader

July, 2024

J. Ross McCall, PE  
County Engineer, Waller County  
775 Business 290 East  
Hempstead, Texas 77445

Re: **Oak Ridge Variance Request** – Lot Width

Mr. McCall,

On behalf of Forestar Group, Inc., we respectfully submit a variance request to allow for 45' wide lots for your review and consideration by the Waller County Commissioners Court at its next meeting.

### **Introduction**

Oak Ridge Tract is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road, located fully in Waller County.

The proposed plan will yield over 750 new homes and approximately 5 miles of local street. The proposed lot width mix will range from 45' wide to 60' wide.

The developer desires to construct a community with outdoor amenities and open space throughout, a wide range of housing types and prices, a diverse selection of lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

We are beginning the process of a "Development Agreement" with the County to establish development standards for the entire development of Oak Ridge. Until the agreement is adopted, we will submit a variance request relevant to each section when it is submitted for preliminary review. We hope to have that agreement approved before the first section is recorded at the County Clerk's office, but to afford Forestar Group, Inc. the ability to start planning and engineering on this section of the development as soon as possible we request your consideration and action on the following variances:

### **Variance Request**

#### **Sec. 3.4.7: Minimum lot size width of 50 feet.**

We are requesting variance to reduce the minimum lot size requirement from 50' to 45'. To achieve the market absorption and velocity necessary for a successful development, a variety of lots sizes is being proposed to provide a diversity of housing types, sizes, and prices. A deviation from the minimum lot size width will provide the ability to incorporate narrower lots that will be in alignment with market demands. Various types of housing options are in high demand due to the current demographics and the developer is seeking to meet current needs. The variation in lot width will be compensated with enhanced landscape and open space requirements throughout the development. In lieu of larger side yards there will be an investment in outdoor amenities and community parks. The quality of the development will be achieved and maintained through the employment of design guidelines and deed restrictions. The average sale

price of homes will range from \$310,000 to \$475,000. Quality will also be maintained by requiring minimum amounts of brick, masonry, and other high quality finishes that will be enforced through the deed restrictions and codified in the “Development Agreement”.

**Below is a representative sample of the homes we plan to build within Oak Ridge on 45’ wide lots (expected ASP \$310K-350K):**



***50' wide lots (expected ASP \$350K-390K) and 60' wide lots (expected ASP \$400K-475K) are also proposed, but they are not pictured since the variance does not pertain to these homes.***

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of variance(s). If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,



Brad Sweitzer, AICP, PLA

Associate | Co-Practice Area Leader



## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and Forestar (USA) Real Estate Group, Inc. for Oak Ridge 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]

**Forestar (USA) Real Estate Group, Inc.**  
A Delaware corporation

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date :\_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_[name],  
\_\_\_\_\_[title], on behalf of Forestar (USA) Real Estate Group, Inc., a  
Delaware corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

[S E A L]

## **EXHIBIT A**

### **Real Property Description**

**METES AND BOUNDS DESCRIPTION  
BEING 300.1 ACRES  
IN THE JOHN REESE SURVEY, ABSTRACT NO. 242  
WALLER COUNTY, TEXAS**

A 300.5 ACRE TRACT OF LAND IN THE JOHN REESE SURVEY, ABSTRACT NO. 242 WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF A CALLED 20.725 ACRE TRACT OF LAND, CONVEYED TO BUD ADAMS RANCHES, INC., RECORDED UNDER VOLUME (VOL.) 456, PAGE (PG.) 834 WALLER COUNTY DEED RECORDS (W.C.D.R.) AND ALL OF TRACT "F" CONVEYED TO BUD ADAMS RANCHES, INC. AS RECORDED UNDER VOL. 458, PG. 249 W.C.D.R. AND DESCRIBED UNDER VOL. 183, PG. 388 W.C.D.R., AND ALL OF A CALLED 4.4913 ACRE TRACT (TRACT 1), AND ALL OF A CALLED 13.1289 ACRE TRACT (TRACT 2) BOTH CONVEYED TO JOSEPH GUILLEN, ET UX. AS DESCRIBED IN DOCUMENT RECORDED UNDER W.C.C.F. NO. 1807394, SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., THE SAID 300.1 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a 1-inch iron pipe found marking the northeast corner of a called 5.00 acre tract (WHITE) conveyed to Mark H. White, ET UX., as described in document recorded under Vol. 464, Pg. 291 W.C.D.R., the southeast corner of a called 4.538 acre tract conveyed to Shirley A. Flora as described in document recorded under Vol. 566, Pg. 696 W.C.D.R., the southwest corner of a called 6.223 acre tract conveyed to Ernestine Kwiatkowski as described in document recorded under Vol. 427, Pg. 137 W.C.D.R., the northwest corner of said TRACT "F", and the northwest corner of the herein described tract;

**THENCE**, North 87°23'10" East, along the northerly line of said TRACT "F", common with the southerly lines of said 6.223 acre tract, a called 6.874 acre tract conveyed to Decapolis Investment Group LLC as described in document recorded under Vol. 1420, Pg. 310 W.C.D.R., a called 4.8858 acre tract conveyed to Roland Kenneth Robinson as described in document recorded under Vol. 546 Pg. 2 W.C.D.R., a called 15.6338 acre tract conveyed to Jose Oviedo, ET UX. as described in document recorded under Waller County Clerk's File Number (W.C.C.F. NO.) 1605665, a called 19.643 acre tract conveyed to Ralph David Franz, JR. as described in document recorded under W.C.C.F. NO. 1709285, passing at a distance of 409.83 feet a 1/2-inch iron rod found (0.3 feet south of line) marking the southeast corner of said 6.223 acre tract, and the southwest corner of said 6.874 acre tract, passing at a distance of 768.54 feet a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" (0.4 feet north of line) found marking the southeast corner of said 6.874 acre tract, and the southwest corner of said 4.8858 acre tract, passing at a distance of 1,605.42 feet a 1/2-inch iron rod (0.9 feet north of line) found marking the southeast corner of said 15.6338 acre tract, and the southwest corner of said 19.643 acre tract, continuing a total distance of 2,527.71 feet, to a 5/8-inch iron rod found marking the southeast corner of said 19.643 acre tract, and the southwest corner of said 13.1289 acre tract, and an interior corner of the herein described tract;

**THENCE**, North 20°17'57" West, along the northeasterly line of said 19.643 acre tract, common with the southwesterly line of said 13.1289 acre tract, a distance of 1,221.49 feet, to a 5/8-inch iron rod found on the southerly Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) as dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northeast corner of said 19.643 acre tract, and the northwest corner of said 13.1289 acre tract, and an exterior corner of the herein described tract;

**THENCE**, North 87°40'06" East, along the southerly R.O.W. line of said F.M. 1488, common with the northerly line of said 13.1289 acre tract, a distance of 366.23 feet, to a 5/8-inch iron rod found marking the beginning of a curve to the right;

**THENCE**, in an easterly direction, along said curve to the right, having a radius of 1,859.88 feet, a central angle of 14°56'50" (chord bears, South 84°51'29" East, 483.83 feet) passing at an arc distance of 472.51 feet a 1/2-inch iron rod found marking the northeast corner of said 13.1289 acre tract, common with a northerly corner of aforesaid 4.4913 acre tract, continuing a total arc distance of 485.20 feet, to the point of tangency;

**THENCE**, South 77°10'54" East, continuing along southerly R.O.W. line of said F.M. 1488, common with the north line of said 4.4913 acre tract, a distance of 28.72 feet, to a 1/2-inch iron rod found marking the northwest corner of Reserve "A", Fieldstore Commercial, map or plat thereof recorded under file No. 2104032 Waller County Plat Records (W.C.P.R.) and the northeast corner of said 4.4913 acre tract, and an exterior corner of the herein described tract;

**THENCE**, South 02°22'42" East, along the west line of said Fieldstore Commercial, common with the east line of said 4.4913 acre tract, a distance of 538.25 feet, to a 1-inch iron pipe found marking an angle in the east line of said 4.4913 acre tract, the southwest corner of Lot1, Block 1, of said Fieldstore Commercial, and a northerly corner of said TRACT "f", and an interior corner of the herein described tract;

**THENCE**, North 86°48'18" East, departing the easterly line of said 4.4913 acre tract, and along the southerly line of Block 1 of said Fieldstore Commercial, common with the northerly line of said TRACT "f", passing four separate 1/2-inch iron rods found marking Lot corners of said Fieldstore Commercial plat at distances of 245.79 feet, 410.79 feet, 580.79 feet, and 780.79 feet, continuing a total distance of 1,188.97 feet, to a 1-1/2-inch iron pipe found in the west line of a called 18.119 acre tract (Tract II) conveyed to Little K Investments and Management, LLC as described in document recorded under W.C.C.F. NO. 2204395, marking the southeast corner of said Block 1 of Fieldstore Commercial plat, and the northeast corner of said TRACT "f", and the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5485" found marking the northeast corner of said Block 1, of Fieldstore Commercial plat, bears for reference, North 03°08'08" West, 206.20 feet, and from which a 1-1/4-inch iron pipe found on the south Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) partially dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northwest corner of a called 29.4019 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference North 77°53'13" East, 895.97 feet;

**THENCE**, South 03°08'08" East, along the east line of said TRACT "f", common with the west line of said Tract II, passing at 1,447.50 feet, the southwest corner of said Tract II, and the northwest corner of a called 18.847 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., from which point a found 1-inch iron pipe bears for reference South 86°56' West, 1.2', and from that same point a found 1/2-inch iron rod bears for reference, North 63°54' West, 1.4', continuing a total distance of 3,109.22 feet, to a 5/8-inch iron rod found on the north R.O.W. line of Joseph Road (based on a variable width) partially dedicated by Vol. 259, Pg. 454 W.C.D.R., marking the southwest corner of said 18.847 acre tract, and the southeast corner of said TRACT "f", and the herein described tract, from which a 1/2-inch iron pipe found at the intersection of the westerly R.O.W. line of Hegar Road (based on a variable width) partially dedicated by Vol. 255, Pg. 530 W.C.D.R., and the northerly R.O.W. line of said Joseph Road, marking the southeast corner of a called 14.065 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference, North 79°27'55" East, 1,955.04 feet, and a 1/2-inch iron pipe found on the northerly R.O.W. line of said Joseph Road, marking an angle in the southerly line of said 14.065 acre tract, bears for reference North 82°24'32" East, 1,145.40 feet;

**THENCE**, departing the said common line along the northerly R.O.W. line of said Joseph Road, common with the southerly line of said TRACT "f" and the herein described tract the following courses and distances:

South 71°57'27" West, a distance of 197.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

South 77°12'27" West, a distance of 103.40 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod found marking the northwest corner of a called 1.498 acre tract conveyed to Francisco Padilla as described in document recorded under Vol. 1023, Pg. 40 W.C.D.R., bears for reference, South 58°12'18" West, 86.52 feet;

South 87°42'27" West, a distance of 1,007.00 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

North 37°17'33" West, a distance of 11.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" found on the southerly R.O.W. line of said Joseph Road, marking the northeast corner of a called 20.462 acre tract conveyed to Jon R. Henningsgard as described in document recorded under Vol. 1151, Pg. 759 W.C.D.R., bears for reference South 66°41'25" West, 148.14 feet;

South 87°42'27" West, a distance of 2,908.47 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking the southeast corner of a called 5 acre tract conveyed to Billy C. Collier as described in document recorded under Vol. 1265, Pg. 411 W.C.D.R. and the southwest corner of said TRACT "f" and the herein described tract, from which a 1/2-inch iron rod found marking the southwest corner of said 5 acre tract bears for reference South 87°05'32" West, 426.13 feet, and a 5/8-inch iron rod found at the northerly end of a cut-back corner of the intersection of the southerly R.O.W. line of said Joseph road and the westerly R.O.W. line of Field store road (based on a width of 80 feet) as dedicated by Vol. 150, Pg. 453 W.C.D.R. and marking a northeasterly corner of a called 7.479 acre tract conveyed to Kelly Ginn, ET UX. as described in document recorded under W.C.C.F. NO. 1900462, bears for reference South 82°55'39" East, 317.28 feet;

**THENCE**, North 03°18'48" West, departing the northerly R.O.W. line of said Joseph road, and along the easterly line of said 5 acre tract, common with the westerly line of said TRACT "f", a distance of 510.02 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set in the west line of said TRACT "f", marking the northeast corner of said 5 acre tract, and the southeast corner of aforesaid 20.725 acre tract, and an interior corner of the herein described tract;

**THENCE**, South 87°03'11" West, departing the west line of said TRACT "f", and along the south line of said 20.725 acre tract, common with the north lines of said 5 acre tract, and a called 2.000 acre tract conveyed to Jona McGowen, and Curtis Lee Sims as described in document recorded under W.C.C.F. NO. 2214976, passing at a distance of 426.12 feet, a 1/2-inch iron rod found marking the northwest corner of said 5 acre tract, and the northeast corner of said 2.000 acre tract, continuing a total distance of 856.04 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set on the east R.O.W. line of Fields Store Road (unknown width, no record dedication found), marking the northwest corner of said 2.000 acre tract, and the southwest corner of said 20.725 acre tract and an exterior corner of the herein described tract;

**THENCE**, North 03°09'44" West, along the east R.O.W. line of said Fields Store Road, common with the west line of said 20.725 acre tract, a distance of 798.09 feet, to a 5/8-inch iron rod found marking the southwest corner of a called 5.00 acre tract conveyed to Doyle Alfred Warren, III ET UX. as described in document recorded under

Vol. 1437, Pg. 218 W.C.D.R. and an exterior corner of the herein described tract, from which a 1/2-inch iron rod found marking the northwest corner of said 5.00 acre tract, bears for reference North 03°20'02" West, 256.22 feet;

**THENCE**, North 87°06'13" East, departing the east R.O.W. line of said Fields Store Road, along the south line of said 5.00 acre tract, and over and across said 20.725 acre tract, a distance of 853.06 feet, to a 1/2-inch iron rod found on the west line of said TRACT "F", common with the east line of said 20.725 acre tract, marking the southeast corner of said 5.00 acre tract and an interior corner of the herein described tract;

**THENCE**, North 03°14'31" West, along the west line of said TRACT "F", common with the east lines of said 5.00 acre tract, a called 5.000 acre tract (HOAGLAND) conveyed to Tracy Hoagland as described in document recorded under Vol. 519, Pg. 411 W.C.D.R., a called 4.9887 acre tract conveyed to Karen Hayes recorded under Vol. 848, Pg. 240 W.C.D.R., a called 5.0067 acre tract granted to Shirley Ann Lyons per last will and testament of Johanna Elizabeth Guese, recorded under W.C.C.F. NO. 2000737, described in document recorded under Vol. 870, Pg. 343 W.C.D.R., and aforesaid WHITE tract, passing at a distance of 256.29 feet a 5/8-inch iron rod (rusted) found marking the northeast corner of said 5.00 acre tract, and the southeast corner of said HOAGLAND tract, passing at a distance of 509.38 feet a 1/2-inch iron rod found marking the northeast corner of said HOAGLAND tract, and the southeast corner of said 4.9887 acre tract, passing at a distance of 766.75 feet a 1-inch iron pipe found marking the northeast corner of said 4.9887 acre tract, and the southeast corner of said 5.0067 acre tract, continuing a total distance of 1,278.46 feet to the **POINT OF BEGINNING**,

SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., LEAVING A REMAINDER OF 300.1 ACRES.