

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** with attached exhibits (the "Agreement") is entered into on _____, 2025 (the "Effective Date"), by and between **ASTRO SUNTERRA WEST, L.P.**, a Delaware limited partnership, or its successors or assigns ("Astro Sunterra West"), **ASTRO SUNTERRA LAKES NORTH, L.P.**, a Delaware limited partnership, or its successors or assigns ("Astro Sunterra Lakes") and together with Astro Sunterra West, collectively, "Astro Sunterra", and **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County"), the foregoing being sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Astro Sunterra owns approximately 1,464.76 acres of real property more particularly described in Exhibit A attached to this Agreement, all of which is located in the County (the "Property"); and

WHEREAS, Astro Sunterra desires to develop the Property substantially in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, and traffic circulation patterns and all other provisions shown on the plan of development attached hereto as Exhibit B (the "Plan of Development") and the general plan attached as Exhibit C to the Plan of Development (collectively, the "Project"); and

WHEREAS, the 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, the County desires that the Project be developed on the Property and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of the variances needed to facilitate the development of the Project, Developer agrees to complete the development subject to certain construction and development standards, which are more particularly described in the Plan of Development attached hereto and hereby incorporated.

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

1. **Integration of Recitals.** The 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. Astro Sunterra hereby agrees to develop the Project substantially in accordance with the Plan of Development. The County agrees that by execution of this Agreement, it will consider the provisions of Exhibit B as a part of the County's subdivision regulations for purposes of the consideration, approval, and disapproval of all plats, permits, and other regulatory approvals required for the Project and that the Project shall be governed by the regulations contained in Exhibit B. The County further acknowledges and agrees that future amendments to the County's subdivision regulations shall not apply to the Project to the extent they conflict with the provisions of the Plan of Development contained in Exhibit B.

3. **Variances.** The County has granted the variances attached 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 with regard to block length, right-of-way width, cul-de-sac size, and lot size and width. The County also agrees to grant other variances that are reasonably required to facilitate the Project and that are consistent with the depictions of the Project in Exhibits A and B that may be presented in the future. The County has the authority to enter into this Agreement and to contract for the granting of the variances attached to this Agreement as well as the granting of future variances.

4. **Annexation.** Astro Sunterra may not add property to this Agreement without additional approval from Waller County Commissioners Court. All provisions of this Agreement will apply to any future annexations by Astro Sunterra.

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 Houston, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Houston, Texas time on a business day. The above addresses may be changed by written 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:

Astro Sunterra West: Astro Sunterra West, L.P.
2450 Fondren Road, Suite 210
Houston, Texas 77063
Attention: Brian Stidham
Email: bstidham@starwoodland.com

with a copy to: Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056
Attn: Christina Cole
Email: ccole@sphllp.com

Astro Sunterra Lakes: Astro Sunterra Lakes North, L.P.
2450 Fondren Road, Suite 210

Houston, Texas 77063
Attention: Brian Stidham
Email: bstidham@starwoodland.com

with a copy to: Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056
Attn: Christina Cole
Email: ccole@sphllp.com

County: Waller County Judge
836 Austin Street, Ste. 203
Hempstead, Texas 77445

with a copy to: The Randle Law Office
ATTN: J. Grady Randle
820 Gessner, Suite 1570
Houston, Texas 77024

with a copy to: Waller County, Texas
645 12th Street
Hempstead, Texas 77445
Attn: Uriel Tuck
Email: u.tuck@wallercounty.us

7. **Assignment.** The County acknowledges that rights accrued under this Agreement are intended to facilitate the development of the Project by Astro Sunterra or its Affiliate entities and that while Astro Sunterra 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 their appurtenant infrastructure by a variety of homebuilders and commercial structures who will purchase portions of the Project from Astro Sunterra 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 Astro Sunterra or its Affiliate entities ("Subsequent Developer") for the grading and laying out of lots and commercial structures shall require (i) written notice to the County if the Subsequent Developer develops the property for single-family homes or swing/flex, as shown on the Conceptual Development Plan attached hereto, or (ii) written consent of the County if the Subsequent Developer develops the property for something other than single-family homes or swing/flex, as shown on the Conceptual Development Plan attached hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and approved successors and assigns. For the purposes of this Section 7, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Astro Sunterra or (b) an entity at least five percent (5%) of whose economic interest is owned by Astro Sunterra or an entity that directly or indirectly controls, is controlled by or is under common control with Astro Sunterra; 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. The obligations, covenants and restrictions herein created are intended to run with the land and bind Astro Sunterra and

any successive owner(s) of the Property, or any portion thereof, for the entire term of this Agreement. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas. 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, Waiver, Enforcement, and Default.**

- 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. To the extent allowed by law, the County consents to the enforcement of this Agreement and waives any right of immunity, sovereign, governmental or otherwise, that the County may have with respect to actions or proceedings brought against it by Astro Sunterra, as applicable, to enforce any award or decision rendered against it with respect to any alleged failure or default by the County.
- c. If either party is in default with respect to any obligation set forth in this Agreement, and, absent Force Majeure or a written extension of the cure period signed by all Parties, if such default is not cured by the defaulting party within thirty (30) days following notice from the non-defaulting party, then the non-defaulting party may bring an action against the defaulting party for specific performance or to recover any damages allowable by law, including for lost profits, consequential damages, and any other monetary damages by the non-defaulting party.
- d. In the event any default, dispute, controversy or claim between or among the Parties arises under this Agreement, including, but not limited to, a dispute relating to the effectiveness, validity, interpretation, implementation, cancellation or enforcement of this Agreement, including as to the existence of Force Majeure, the willingness of the Parties to perform its obligations under this Agreement, the legal authority or ability of the Parties to be bound by this Agreement, the Parties agree that any such disputes may be submitted to arbitration, in which case, the Parties agree to be bound by the final arbitral decision, including the award of any money damages awarded through arbitration.
- e. The term "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. 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.

10. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective representatives and 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. **Attorneys' Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

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

14. **Development Rights.** Upon the mutual execution of this Agreement, the County and Astro Sunterra agree that the Development Rights of the County and Astro Sunterra as set forth in this Agreement shall be deemed to have vested, as provided by the Texas Local Government Code, Chapter 245, 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 Property between the County and Astro Sunterra set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property.

15. **Uniform Treatment.** Notwithstanding any provision herein to the contrary, neither Astro Sunterra nor a municipal utility district encompassing the 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.

16. **Fossil Fuels Boycott Verification.** As required by Section 2276.002, Texas Government Code, as amended, Astro Sunterra West hereby verifies that Astro Sunterra West, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As required by Section 2276.002, Texas Government Code, as amended, Astro Sunterra Lakes hereby verifies that Astro Sunterra Lakes, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

17. **Firearms Discrimination Verification.** As required by Section 2274.002, Texas Government Code, as amended, Astro Sunterra West hereby verifies that Astro Sunterra West, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As required by Section 2274.002, Texas Government Code, as amended, Astro Sunterra Lakes hereby verifies that Astro Sunterra Lakes, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

18. **Israel Boycott Verification.** As required by Chapter 2271, Texas Government Code, as amended, Astro Sunterra West hereby verifies that Astro Sunterra West, including any wholly owned

subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As required by Chapter 2271, Texas Government Code, as amended, Astro Sunterra Lakes hereby verifies that Astro Sunterra Lakes, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

19. **Anti-Terrorism Representation.** Pursuant to Chapter 2252, Texas Government Code, Astro Sunterra West represents and certifies that, at the time of execution of this Agreement neither Astro Sunterra West, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. Pursuant to Chapter 2252, Texas Government Code, Astro Sunterra Lakes represents and certifies that, at the time of execution of this Agreement neither Astro Sunterra Lakes, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

20. **Texas Ethics Commission Form 1295 Filing.** All Parties agree prior to full execution and approval of this Agreement, Astro Sunterra West and Astro Sunterra Lakes will each submit, and the County will approve and acknowledge, a Texas Ethics Commission Form 1295 filing.

21. **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.

[Signature pages immediately follow]

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

ASTRO SUNTERRA WEST, L.P.,
a Delaware limited partnership

By: Astro Sunterra West GP, L.L.C., a
Delaware limited liability company, its
General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of Astro Sunterra West GP, L.L.C., a Delaware limited liability company, the General Partner of ASTRO SUNTERRA WEST, L.P., a Delaware limited partnership, on behalf of said entities.

[S E A L]

Notary Public, State of TEXAS

**ASTRO SUNTERRA LAKES NORTH,
L.P.**, a Delaware limited partnership

By: Astro Sunterra Lakes North GP,
L.L.C., a Delaware limited liability
company, its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, _____ of Astro Sunterra Lakes North GP, L.L.C., a Delaware limited liability company, the General Partner of ASTRO SUNTERRA LAKES NORTH, L.P., a Delaware limited partnership, on behalf of said entities.

[S E A L]

WALLER COUNTY, TEXAS
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

 This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, on behalf of Waller County, Texas, a
political subdivision of the State of Texas.

[S E A L]

Notary Public, State of TEXAS

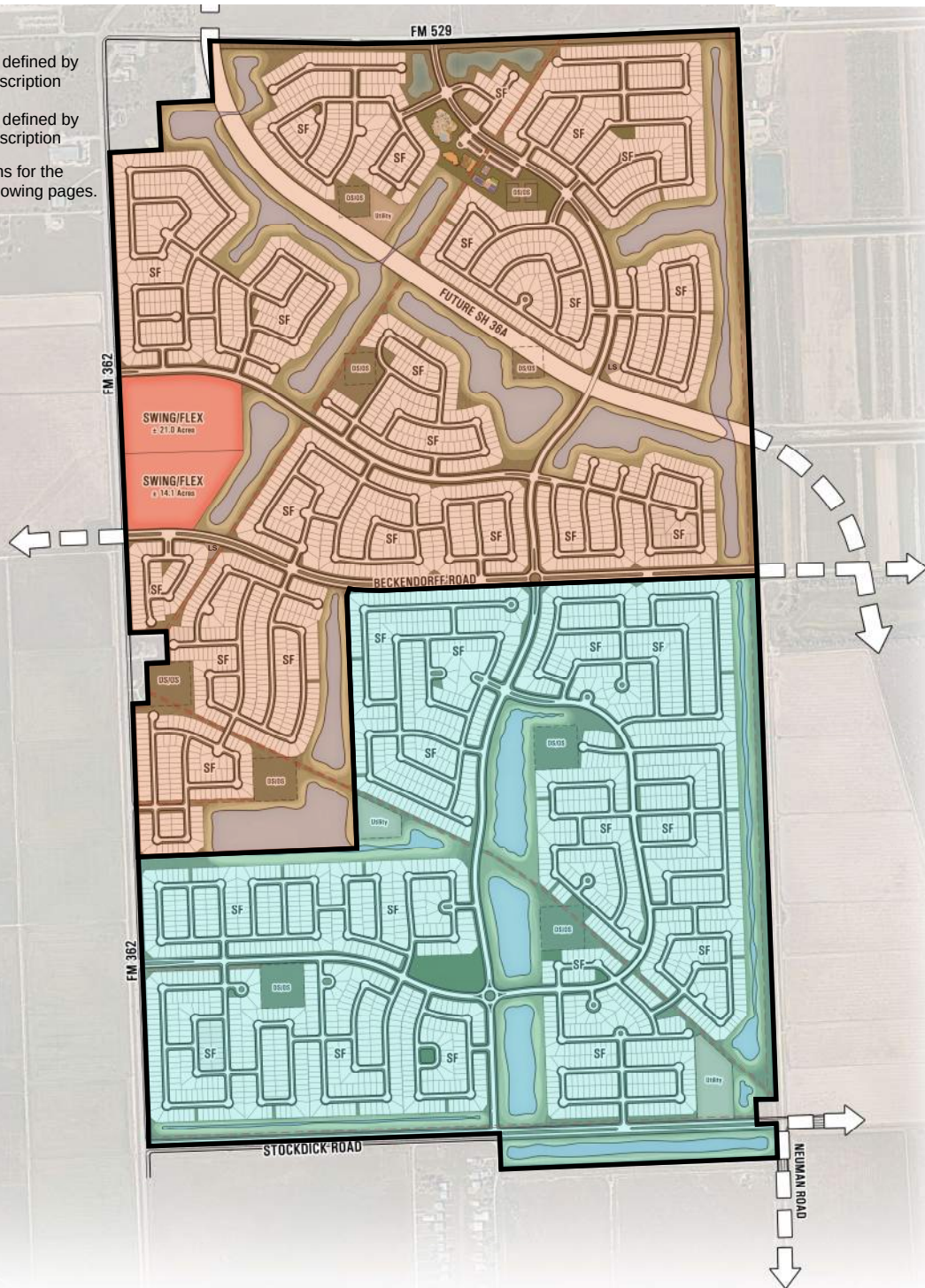
Exhibit A

Description of the Property

LEGEND

- 824.80-acre tract, as defined by the provided legal description
- 639.96-acre tract, as defined by the provided legal description

The detailed legal descriptions for the tracts are included on the following pages.



SUBJECT TRACT
±1,464.788 Acres
 Waller, Texas

639.96 Acres

Waller County, Texas

STATE OF TEXAS §

COUNTY OF WALLER §

A **METES & BOUNDS** description of a 639.96 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, and the J. G. Bennett Survey Section 50, Abstract 288, Waller County, Texas, being comprised of a portion of that certain called 1,464.203 acre tract recorded in Volume 1313, Page 368, Official Records, Waller County, Texas, and Director Lots 1, 2, 3, 4, and 5, recorded under County Clerk's File Numbers 2110567, 2110568, 2111093, 2110569 and 2110570, Official Public Records, Waller County, Texas, with all bearings based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron pipe (bent) found in the east right-of-way line of F. M. Highway 362 (100-feet wide) for the upper southwest corner of said called 1,464.203 acre tract, same being the northwest corner of an adjoining called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, for the upper southwest corner and **Place of Beginning** of the herein described tract, said point also being in the apparent occupied south right-of-way line of Stockdick Road (width varies), from which point a Texas Department of Transportation (TxDOT) disk found along said right-of-way bears South 02 degrees 09 minutes 47 seconds East, 623.97 feet;

Thence North 02 degrees 09 minutes 47 seconds West (called North 02 degrees 09 minutes 42 seconds West) along the lower west line of the herein described tract, being the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 875.99 feet pass a TxDOT disk found on said line, at 2,375.89 feet pass a TxDOT disk found on said line, and continuing for a total distance of 2,787.44 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the lower northwest corner of the herein described tract;

Thence North 87 degrees 51 minutes 57 seconds East establishing the lower north line of the herein described tract crossing said called 1,464.203 acre tract, 1,956.64 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for an interior corner of the herein described tract;

Thence North 02 degrees 00 minutes 31 seconds West establishing the upper west line of the herein described tract, 2,483.64 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the upper northwest corner of the herein described tract, being in the north line of said Section 49, same being the lower south line of the adjoining Willis McCutcheon Survey Section 52, Abstract 310;

639.96 Acres

Waller County, Texas

Thence North 87 degrees 45 minutes 34 seconds East establishing the upper north line of the herein described tract, being the north line of said Section 49, same being the lower south line of said adjoining Willis McCutcheon Survey Section 52, Abstract 310, also being the lower south line of said adjoining called 20-foot wide easement, 4,088.45 feet to a 5/8 inch iron rod with cap marked "Quiddity" set in the east line of said called 1,464.203 acre tract for the northeast corner of the herein described tract, being the northeast corner of said Section 49, same being the upper southeast corner of said adjoining Willis McCutcheon Survey Section 52, Abstract 310, said point also being in the west line of an adjoining called 492.753 acre tract described in deed recorded in Volume 1338, Page 106, Official Records, Waller County, Texas, and the west line of the adjoining J. G. Bennett Survey, Abstract 289, said point bears South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East), 29.62 feet from a 4-inch iron pipe found in the centerline of an existing north-south ditch, being the northwest corner of said adjoining called 492.753 acre tract and the northwest corner of said adjoining J. G. Bennett Survey, Abstract 289, same being southwest corner of a called 160.695 acre tract described in deed recorded in Volume 0839, Page 392, Official Records, Waller County, Texas, and the southwest corner of the H. & T. C. Railroad Company Survey, Section 67, Abstract 151, said point also being in the east line of said called 1,464.203 acre tract and the east line of said adjoining Willis McCutcheon Survey Section 52, Abstract 310;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) continuing along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Section 49, same being the west line of said adjoining called 492.753 acre tract and the west line of said adjoining J. G. Bennett Survey, Abstract 289, at 1,763.70 feet (called 1,763.70 feet) pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the northeast corner of the aforementioned Director Lot 1, at 2,013.70 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of the aforementioned Director Lot 5, and continuing for a total distance of 5,054.13 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for the upper southeast corner of the herein described tract, same being the northeast corner of an adjoining called 1.00 acre tract recorded in Volume 0703, Page 468, Official Records, Waller County, Texas;

Thence South 87 degrees 46 minutes 17 seconds West (called South 87 degrees 46 minutes 17 seconds West) along the common line of the herein described tract and said adjoining called 1.00 acre tract, 190.92 feet (called 190.92 feet) to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for a reentry corner to the herein described tract, being the northwest corner of said adjoining called 1.00 acre tract;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) continuing along said common line, 228.24 feet (called 228.24 feet) to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for a reentry corner to the herein described tract, same being the southwest corner of said adjoining called 1.00 acre tract;

639.96 Acres

Waller County, Texas

Thence North 87 degrees 44 minutes 41 seconds East (called North 87 degrees 44 minutes 41 seconds East) continuing along said common line, 190.92 feet (called 190.92 feet) to a ½ inch iron pipe with 20-inches of cover found for corner, being the southeast corner of said adjoining called 1.00 acre tract, said point being the common corner of said H. & T. C. Railroad Company Survey Section 49, Abstract 142, said J. G. Bennett Survey, Abstract 288, said adjoining J. G. Bennett Survey, Abstract 289, and the adjoining H. & T. C. Railroad Company Survey Section 69, Abstract 69, said point also being in the west line of the aforementioned adjoining called 492.753 acre tract;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said J. G. Bennett Survey, Abstract 288, same being the west line of said adjoining called 492.753 acre tract, and the west line of said adjoining H. & T. C. Railroad Company Survey Section 69, Abstract 69, 333.28 feet (called 333.28 feet) to a ½ inch iron pipe with 12-inches of cover found for the lower southeast corner of the herein described tract and said called 1,464.203 acre tract, same being the northeast corner of an adjoining called 198.05 acre tract recorded under County Clerk's File Number 2205353, Official Public Records, Waller County, Texas;

Thence South 87 degrees 46 minutes 17 seconds West (called South 87 degrees 46 minutes 17 seconds West) along the lower south line of the herein described tract and said called 1,464.203 acre tract, same being the north line of said adjoining called 198.05 acre tract, 1,551.76 feet (called 1,551.76 feet) to a ½ inch iron pipe found for an angle point;

Thence South 87 degrees 47 minutes 43 seconds West (called South 87 degrees 47 minutes 43 seconds West) along the lower south line of the herein described tract and the south line of said called 1,464.203 acre tract, same being the north line of said adjoining called 198.05 acre tract, 1,112.56 feet (called 1,112.56 feet) to a 5/8 inch iron rod with cap marked "DTM COMPANY" found for the lower southwest corner of the herein described tract and the lower southwest corner of said called 1,464.203 acre tract, being an angle point in the north line of said adjoining called 198.05 acre tract, same being the southeast corner of an adjoining called 0.9117 acre tract recorded under County Clerk's File Number 2306655, Official Public Records, Waller County, Texas;

Thence North 01 degree 55 minutes 18 seconds West (called North 01 degree 55 minutes 18 seconds West) along the lower west line of the herein described tract, being the east line of said adjoining called 0.9117 acre tract, the east line of an adjoining called 0.9116 acre tract recorded under County Clerk's File Number 2204574, Official Public Records, Waller County, Texas, and the east line of an adjoining called 1.2161 acre tract recorded under County Clerk's File Number 1802522, Official Public Records, Waller County, Texas, 332.92 feet (called 332.92 feet) to a ½ inch iron pipe found for a reentry corner to the herein described tract and a reentry corner to said called 1,464.203 acre tract, same being the northeast corner of said adjoining called 1.2161 acre tract, said point also being in the common line of said J. G. Bennett Survey, Abstract 288, and said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, and being in the apparent occupied south right-of-way line of Stockdick Road;

639.96 Acres

Waller County, Texas

Thence South 87 degrees 59 minutes 59 seconds West (called South 87 degrees 59 minutes 59 seconds West) along the south line of the herein described tract, the south line of said called 1,464.203 acre tract, the south line of said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, and the apparent occupied south right-of-way line of Stockdick Road, same being the north line of said adjoining J. G. Bennett Survey, Abstract 288, and the north line of said adjoining called 1.2161 acre tract, the north line of an adjoining called 1.3040 acre tract recorded under County Clerk's File Number 1600476, Official Public Records, Waller County, Texas, the north line of an adjoining called 22.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, and the north line of the aforementioned adjoining called 20.00 acre tract, 3,371.44 feet (called 3,371.67 feet) to the **Place of Beginning** and containing 639.96 acres of land, more or less.

For reference and further description see Drawing No. 18769 prepared by the undersigned on same date.

July 6, 2023

Job Number 13402-0005-00

Quiddity Engineering, LLC
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

824.80 Acres

STATE OF TEXAS §

COUNTY OF WALLER §

A **METES & BOUNDS** description of an 824.80 acre tract of land in the Willis McCutcheon Survey, Section 52, Abstract 310, the H. & T. C. Railroad Company Survey Section 49, Abstract 142, and the J. G. Bennett Survey Section 50, Abstract 288, Waller County, Texas, said 824.80 acre tract being the residue of that certain called 1,464.203 acre tract recorded in Volume 1313, Page 368, Official Records, Waller County, Texas, with all bearings based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron pipe (bent) found in the east right-of-way line of F. M. Highway 362 (100-foot wide) for the upper southwest corner of an adjoining called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, being the original upper southwest corner of said called 1,464.203 acre tract, same being the northwest corner of a called 20.00 acre tract recorded under County Clerk's File Number 1909882, Official Public Records, Waller County, Texas, said point also being in the apparent occupied south right-of-way line of Stockdick Road (width varies), from which point a Texas Department of Transportation (TxDOT) disk found along said right-of-way bears South 02 degrees 09 minutes 47 seconds East, 623.97 feet;

Thence North 02 degrees 09 minutes 47 seconds West along the west line of said adjoining called 639.96 acre tract, same being the east right-of-way line of F. M. Highway 362, 2,787.44 feet to a 5/8 inch iron rod with cap marked "Quiddity" found for the southwest corner and **Place of Beginning** of the herein described tract, same being the lower northwest corner of said adjoining called 639.96 acre tract;

Thence North 02 degrees 09 minutes 47 seconds West (called North 02 degrees 09 minutes 42 seconds West) along the west line of the herein described tract and the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 875.99 feet pass a TxDOT disk found on said line, at 1,088.46 feet pass a TxDOT disk found on said line, and continuing for a total distance of 1,474.92 feet to a 3/8 inch iron rod found on said line for corner, being the southwest corner of an adjoining called 1.033 acre tract described in deed recorded in Volume 363, Page 258, Deed Records, Waller County, Texas;

Thence North 87 degrees 50 minutes 32 seconds East (called North 87 degrees 50 minutes 32 seconds East) along the common line of the herein described tract and said adjoining called 1.033 acre tract, 149.65 feet (called 149.77 feet) to a 5/8 inch iron rod found for a reentry corner to the herein described tract, same being the southeast corner of said adjoining called 1.033 acre tract;

Thence North 02 degrees 05 minutes 02 seconds West (called North 02 degrees 05 minutes 02 seconds West) continuing along said common line, 387.24 feet (called 387.24 feet) to a ½ inch iron rod found for corner, same being the northeast corner of said adjoining called 1.033 acre tract, and being in the south line of an adjoining called 2.024 acre tract and a called 0.689 acre tract described in deed recorded in Volume 0563, Page 746, Official Records, Waller County, Texas;

824.80 Acres

Thence North 87 degrees 40 minutes 05 seconds East (called North 87 degrees 40 minutes 05 seconds East) along the common line of the herein described tract and said adjoining called 2.024 acre tract and called 0.689 acre tract, 200.00 feet (called 200.00 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" found for a reentry corner to the herein described tract, same being the southeast corner of said adjoining called 2.024 acre tract and called 0.689 acre tract;

Thence North 02 degrees 10 minutes 01 second West (called North 02 degrees 10 minutes 01 second West) continuing along said common line, 299.94 feet (called 299.94 feet) to a 3/8 inch iron rod found for a reentry corner to the herein described tract, same being the northeast corner of said adjoining called 2.024 acre tract and called 0.689 acre tract;

Thence South 87 degrees 46 minutes 05 seconds West (called South 87 degrees 46 minutes 05 seconds West) continuing along said common line, 350.16 feet (called 350.00 feet) to a ½ inch iron rod found for corner, same being the northwest corner of said adjoining called 2.024 acre tract and called 0.689 acre tract, said point also being in the east right-of-way line of F. M. Highway 362;

Thence North 02 degrees 09 minutes 47 seconds West (called North 02 degrees 10 minutes 05 seconds West) along the west line of the herein described tract and the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 426.19 feet pass a TxDOT disk found on said line, and continuing for a total distance of 866.49 feet (called 866.43 feet) to a 1-inch iron pipe found on said line for angle point;

Thence North 02 degrees 29 minutes 42 seconds West (called North 02 degrees 29 minutes 53 seconds West) continuing along the west line of the herein described tract and the west line of said called 1,464.203 acre tract, same being the east right-of-way line of F. M. Highway 362, at 1,060.02 feet pass a TxDOT disk found on said line, at 2,559.88 feet pass a TxDOT disk found on said line, and continuing for a total distance of 3,762.30 feet (called 3,762.36 feet) to a 5/8 inch iron rod found for the lower northwest corner of the herein described tract and the lower northwest corner of said called 1,464.203 acre tract, same being the southwest corner of an adjoining called 5.1769 acre tract described in deed recorded in Volume 1340, Page 410, Official Records, Waller County, Texas, from which point a found 5/8 inch iron rod bears North 02 degrees 29 minutes 42 seconds West, 297.52 feet;

Thence North 87 degrees 02 minutes 57 seconds East (called North 87 degrees 02 minutes 57 seconds East) along the common line of the herein described tract and said adjoining called 5.1769 acre tract, 497.94 feet (called 498.06 feet) to a 5/8 inch iron rod with cap (illegible) found for a reentry corner to the herein described tract, same being the southeast corner of said adjoining called 5.1769 acre tract;

Thence North 02 degrees 46 minutes 05 seconds West (called North 02 degrees 46 minutes 05 seconds West) continuing along said common line, 452.61 feet (called 452.61 feet) to a 5/8 inch iron rod found for corner, being the northeast corner of said adjoining called 5.1769 acre tract, and being in the south line of an adjoining called 3.188 acre tract described in deed recorded under County Clerk's File Number 1708071, Official Public Records, Waller County, Texas;

824.80 Acres

Thence North 87 degrees 27 minutes 25 seconds East (called North 87 degrees 27 minutes 25 seconds East) along a north line of the herein described tract, same being the south line of said adjoining called 3.188 acre tract, the south line of an adjoining called 2.087 acre tract described in deed recorded under County Clerk's File Number 1708071, Official Public Records, Waller County, Texas, and the south line of an adjoining called 2.9271 acre tract recorded under County Clerk's File Number 2206502, Official Public Records, Waller County, Texas, at 234.12 feet pass a ½ inch iron pipe found on said line for the lower southeast corner of said adjoining called 2.087 acre tract, same being the southwest corner of said adjoining called 2.9271 acre tract, and continuing for a total distance of 520.61 feet (called 520.61 feet) to a ½ inch iron pipe found for a reentry corner to the herein described and a reentry corner to said called 1,464.203 acre tract, same being the southeast corner of said adjoining called 2.9271 acre tract;

Thence North 02 degrees 32 minutes 40 seconds West (called North 02 degrees 32 minutes 40 seconds West) along the common line of the herein described tract and said adjoining called 2.9271 acre tract, 571.89 feet (called 571.89 feet) to a ½ inch iron pipe found for the upper northwest corner of the herein described tract and the upper northwest corner of said called 1,464.203 acre tract, same being the northeast corner of said adjoining called 2.9271 acre tract, and being in the south right-of-way line of F. M. Highway 529 (120-feet wide);

Thence South 89 degrees 01 minute 17 seconds East (called South 89 degrees 01 minute 17 seconds East) along the upper north line of the herein described tract and the upper north line of said called 1,464.203 acre tract, same being the south right-of-way line of F. M. Highway 529, 1,309.12 feet (called 1,309.12 feet) to a concrete monument found on said line at the beginning of a non-tangent curve to the left;

Thence along said non-tangent curve to the left having a central angle of 03 degrees 05 minutes 00 seconds (called 03 degrees 05 minutes 00 seconds), a radius of 11,519.20 feet (called 11,519.20 feet), an arc length of 619.90 feet (called 619.90 feet), and a chord bearing North 89 degrees 24 minutes 49 seconds East, 619.83 feet (called North 89 degrees 24 minutes 49 seconds East, 619.83 feet) to a concrete monument found at the end of said curve;

Thence North 87 degrees 53 minutes 33 seconds East (called North 87 degrees 53 minutes 33 seconds East) continuing along the upper north line of the herein described tract and the upper north line of said called 1,464.203 acre tract, same being the south right-of-way line of F. M. Highway 529, at 1,836.20 feet pass a concrete monument found on said line, and continuing for a total distance of 3,146.99 feet (called 3,146.99 feet) to a bent ¾ inch iron pipe found for the northeast corner of the herein described tract and the northeast corner of said called 1,464.203 acre tract, same being the northwest corner of an adjoining called 264.963 acre tract described in deed recorded in Volume 0755, Page 243, Official Records, Waller County, Texas, said point being in the east line of the aforementioned Willis McCutcheon Survey, Abstract 310, same being the west line of the adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, from which point a found 1-inch iron pipe (leaning) bears North 18 degrees 29 minutes 42 seconds West, 1.30 feet;

824.80 Acres

Thence South 02 degrees 03 minutes 04 seconds East (called South 02 degrees 03 minutes 04 seconds East) along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the west line of said adjoining called 264.963 acre tract, and the west line of said adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, 3,903.04 feet (called 3,903.04 feet) to a $\frac{3}{4}$ inch iron pipe (bent) found for angle point, being the southwest corner of said adjoining called 264.963 acre tract, same being the northwest corner of an adjoining called 160.695 acre tract described in deed recorded in Volume 0839, Page 392, Official Records, Waller County, Texas;

Thence South 02 degrees 03 minutes 39 seconds East (called South 02 degrees 03 minutes 39 seconds East) continuing along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the west line of said adjoining called 160.695 acre tract, and the west line of said adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, 1,313.06 feet (called 1,313.06 feet) to a 4-inch iron pipe found in the centerline of an existing north-south ditch for angle point, being the southwest corner of said adjoining called 160.695 acre tract, and the southwest corner of said adjoining H. & T. C. Railroad Company Survey, Section 67, Abstract 151, same being the northwest corner of an adjoining called 492.753 acre tract described in deed recorded in Volume 1338, Page 106, Official Records, Waller County, Texas, and the northwest corner of the adjoining J. G. Bennett Survey, Section 68, Abstract 289;

Thence South 01 degree 59 minutes 06 seconds East (called South 01 degree 59 minutes 06 seconds East) continuing along the east line of the herein described tract, the east line of said called 1,464.203 acre tract, and the east line of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the west line of said adjoining called 492.753 acre tract, and the west line of said adjoining J. G. Bennett Survey, Abstract 289, 29.62 feet pass to a $\frac{5}{8}$ inch iron rod with cap marked "Quiddity" found on said line for the southeast corner of said Willis McCutcheon Survey, Section 52, Abstract 310, same being the northeast corner of said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, and the northeast corner of the aforementioned adjoining called 639.96 acre tract;

Thence along the common line of the herein described tract and said adjoining called 639.96 acre tract to $\frac{5}{8}$ inch iron rods with caps marked "Quiddity" found at the following courses and distances:

South 87 degrees 45 minutes 34 seconds West, 4,088.45 feet;

South 02 degrees 00 minutes 31 seconds East, 2,483.64 feet;

South 87 degrees 51 minutes 57 seconds West, 1,956.64 feet to the **Place of Beginning** and containing 824.80 acres of land, more or less.

824.80 Acres

For reference and further description see Drawing No. 20203 prepared by the undersigned on same date.

July 31, 2024

Job Number 28745-0020-01

Quiddity Engineering, LLC
2322 W Grand Parkway North, Suite 150
Katy, TX 77449
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

Exhibit B

Plan of Development

EXHIBIT B
PLAN of DEVELOPMENT
Sunterra Lakes

A. Introduction

Sunterra Lakes (Project) is a master planned community consisting of approximately 1,464.79 acres located east of FM 362, south of FM 529, and north of Stockdick Road, as shown in Exhibit A, *Boundary Map*.

The developers, Astro Sunterra West, L.P. and Astro Sunterra Lakes North, L.P. (collectively referred to as the "Developer"), desires to construct a community surrounded by "resort style" amenities with numerous lakes, open space and recreation sites interconnected with on-street and off-street trails to allow easy access for residents. This development will boast a wide range of housing types and prices, a diverse selection of lots, including numerous lake-view lots, and an appropriate spectrum of non-residential land uses to support a quality residential development.

This Plan of Development (PD), its description, rules, and regulations shall apply to the property. The plan for the development and the projected lot count is shown in Exhibit C, *Conceptual Development Plan*.

This PD 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

- B1.** The PD approved herein will be constructed, developed, and maintained in compliance with the Development Agreement to which this PD is attached (Development Agreement), and other applicable ordinances of Waller County (County). If any provision or regulation of any County ordinance applicable in the Sunterra Lakes PD is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Sunterra Lakes PD, in effect on the effective date of this PD, will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this PD.
- B2.** If there are discrepancies between the text of this PD and the figures attached, the text shall prevail.

- B3.** The Project shall be developed in accordance with the following exhibits and figures that are attached to and made part of this PD:

Exhibit A:	<i>Boundary Map</i>
Exhibit B:	<i>Vicinity Map</i>
Exhibit C:	<i>General Development Plan</i>
Exhibit D:	<i>Jurisdiction Exhibit</i>
Exhibit E:	<i>Roadway Improvement Plan</i>
Exhibit F:	<i>Major Thoroughfare Plan</i>
Exhibit G:	<i>Fence Exhibit</i>
Exhibit H:	<i>Trails, Landscape and Open Space Exhibit</i>

Figure 1:	<i>Street cross section, Local Street – 60-foot Right-of-Way</i>
Figure 2:	<i>Street cross section, Collector Street – Four Lanes</i>
Figure 3:	<i>Street cross section, Collector Street – Two Lanes</i>

- B4.** A homeowners association (HOA) 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 (MUD) shall be maintained by said MUD.
- B5.** The HOA shall enforce restrictions regarding on-street parking on residential streets. Said restrictions regarding on-street parking cannot be omitted, amended, or changed without the review and favorable vote of the County Commissioner's Court.
- B6.** The Developer may not add property to the Development Agreement and PD without additional County Commissioners Court approval. In the event of an annexation, all PD constraints on land uses, such as maximum lot or unit counts, will be increased proportionately to accommodate the additional annexation of property(s) into the Development Agreement and PD.
- B7.** The Developer or MUD shall maintain a construction/maintenance bond for a minimum of one year. Developer or MUD can reduce the required maintenance bond by 50% when the roadway is substantially complete and formally accepted into the one-year maintenance period. After the County accepts the roadway, the bond can be reduced by 100% and released.
- B8.** The Developer shall only fund or construct road improvements where the Developer constructs direct connections into existing County/TxDOT-maintained roads. Refer to Exhibit E.

B9. The parties agree this PD was created by the Developer for generally illustrating the boundary, lot mix and simplified layout of the Project. Any amendment to the PD shall be considered an amendment to the Development Agreement and shall replace the PD and become a part of the Development Agreement. The Waller County Engineer (the “County Engineer”) may administratively approve any amendments to the PD that the County Engineer deems in his/her reasonable discretion to be minor in nature. Any change in the PD that does not materially increase density of residences by more than 1.0 unit per gross acre shall be deemed minor in nature. Relocation of residential lots set forth in the PD shall be deemed minor in nature, so long as such relocation remains in the spirit of the PD. Upon approval by the County Engineer of a minor revised PD, or approval by the County Commissioner’s Court or County official or Commissioner with delegated authority for approval of a revised PD containing more than minor revisions, the revised PD shall replace and supersede the then-current PD.

B10. The following major modifications of the PD require approval by the County Commissioner’s Court:

1. Any increase in the maximum permitted single-family lots or multifamily units as outlined in **Section C - Land Uses**.
2. Deviations from the Development Regulations specified in **Section D** that are intended to achieve a different design character. However, this does not preclude any individual variances with a physical hardship that may be approved by the Commissioners Court on a case-by-case basis.

B11. A phase update to the General Development Plan shall not be required unless there are substantial changes to collector road alignments or internal street patterns. The Developer shall submit such changes to the County Engineer and the County Engineer shall review and determine if the changes are substantial enough to warrant a new General Development Plan that requires approval by the County Commissioners Court. Changes in lot sizes shall not constitute a substantial change if the lot size split percentages are consistent with this PD.

C. Land Uses

- C1.** The maximum number of single-family lots shall not exceed 4,500 lots, and a maximum of 400 multi-family for a total number of dwelling units not to exceed 4,900.
- C2.** Within the proposed Project area, land shall be dedicated to the County, MUD(s), or HOA for parks and open spaces at a rate of one acre per 54 planned dwelling units. Public park areas must have at least 60 feet of frontage on a public street. Open spaces without developer-added improvements—such as trails, benches, or shelters that support active recreation—will not count toward the minimum public park requirement. Maintenance of all public parks and open spaces may be handled by the HOA or MUD(s).

C3. Commercial and non-residential uses are regulated by applicable County ordinances and design guidelines imposed by the Developer. The Developer has limited the Development Plan to one potential multifamily development on one of the swing/flex tracts shown on Exhibit C: *General Development Plan*.

C4. Build-to-rent shall be prohibited in the Sunterra Lakes Subdivision.

D. Development Regulations

D1. Roadway Design – Roadways within this Project shall be developed in accordance with the following regulations:

a. Prairie Parkway (SH 36A)

1. Developer shall plat 180' of right-of-way (ROW) with adjacent development as it progresses. An additional 270' of width on either side of the 180' will be dedicated to the MUD(s) and be available for an ultimate width of 450'. The MUD will be allowed to occupy this additional 270' with drainage, detention, landscape, walking paths, sidewalks and utilities. No homes or other vertical structures shall be constructed in this 450' width.
2. Developer shall not be required to construct any part of the Prairie Parkway (SH 36A) roadway except what is required to cross with the planned at-grade collector roadway.
3. Water, wastewater, storm sewer, drainage ditches, dry utilities (gas, telecom, power, etc) will be allowed to cross the platted 180' ROW where necessary to serve the development.
4. See *Exhibit I Future 36A*.

b. Arterial Streets (Major Thoroughfares) – roadway geometry for major thoroughfares shall comply with all County regulations and requirements in effect as of this date of this Agreement, as adopted by the County Commissioners Court and attached as Appendix A and *Exhibit F Major Thoroughfare Plan*.

1. Stockdick Road
 - i. Developer shall dedicate 50' of ROW from the existing center line of Stockdick Road from FM 362 to the north-south collector.
 - ii. Developer shall be responsible to construct two (2) westbound lanes from FM 362 to the north-south collector.
 - iii. Developer shall dedicate 100' of ROW from the north-south collector east to the eastern property line.
 - iv. The Developer shall be responsible to construct the four (4) lane roadway from the north-south collector road to the eastern property line.
2. Beckendorff Road
 - i. Developer shall dedicate 100' of ROW.
 - ii. Developer shall construct a four (4) lane boulevard from FM 362 to the eastern property line prior to 90% of the lots are platted.

c. Collector Streets

1. 80' minimum ROW width
2. 10' minimum landscape reserve adjacent to ROW
3. 500' minimum centerline radius
4. Paving width shall be 33' B-B minimum.
5. A divided collector shall be 21' B-B both ways with 20' wide median.
6. All collector streets shall be considered self-imposed collector streets as the Project is not subject to any collector streets on the County's Major Thoroughfare Plan at the time of approval and execution of this PD.

d. Local Streets

1. 60' minimum ROW width
2. 28' paving width
3. 125' minimum centerline radius
4. 50' centerline radius on knuckles
5. 60' radius on knuckle bulbs
6. 60' radius on cul-de-sac bulbs
7. 50' radius on cul-de-sac and knuckle bulbs (back of curb)
8. Center point of bulb on cul-de-sac or knuckle may be offset from right of way centerline.

e. Private Streets - Shall be designed as a local street and adhere to **Item d** above.

f. Except as specifically stated herein, roadway construction details for concrete thickness, reinforcement, and subgrade shall comply with County regulations and requirements, as adopted by the County Commissioners Court.

g. The Developer is not responsible for any improvements to any exterior roadways except as determined by the *Royal Wailea Traffic Impact Analysis* dated February 26, 2024, submitted by Quiddity Engineering, LLC (Engineer) and reviewed by Waller County. The County has no objections to the mitigation measures as submitted. In the event any ROW or additional paving improvements are required outside the Project boundary per the TIA, County shall be responsible for obtaining such ROW at its cost and Developer shall commence construction after such ROW is obtained. The Developer is only responsible for making existing roadway improvements as identified by the TIA and shown on Exhibit E, *Roadway Improvement Plan*.

h. If the Developer does not complete the full construction of any future County-maintained roadway within the tract boundary, the Developer shall contribute funds for the future construction of such roadways by the County. The County shall provide the cost per linear foot for the length of the roadway to be constructed within the development boundary.

D2. Points of Access - Points of access within the Project shall be determined for all residential sections based on the following:

- a. One (1) point of access is allowed for up to 150 lots.
- b. The Developer will provide a second point of access for any phase of development or section greater than 150 lots.
 1. A boulevard paving section shall be considered two (2) points of access.
 2. Construction of the various external connection and internal street patterns may be phased, except that the ultimate design shall not allow more than 150 lots to be limited to a single point of ingress and egress to the larger interconnected street network.

D3. Block Length and Intersection Spacing - The proposed subdivision shall adhere to the block length and intersection spacing standards as outlined in Exhibit C - General Development Plan. The design will ensure that block lengths are manageable to promote accessibility and connectivity within the development. Additionally, intersection spacing will be established to facilitate safe and efficient vehicular and pedestrian movement, thereby enhancing traffic flow throughout the subdivision.

D4. Roundabouts

- a. Roundabout design will be reviewed on a case-by-case basis depending on the roadway intersection type(s) and any relevant information as specified in the TIA.
- b. Roundabouts will be designed in accordance with any relevant regional or national design standards and are intended to be designed similarly to other roundabouts found within the region.

D5. Development Regulations for Single-Family Lots – Single-family home sites within the Project shall be developed in accordance with the following regulations:

a. Lots

1. The maximum number of lots shall not exceed 4,500 lots.
2. Minimum lot size, forty feet (40') wide.
3. Lots less than fifty feet (50') in width shall not exceed 34% of the total lot count.
4. Lot width measurement shall be taken at the building line. The measurement of the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
5. The minimum lot width on a cul-de-sac or knuckle that is fronted entirely by lots (no landscape reserves or other reserves) shall be such that the projected width at the curb line allows for thirteen (13') feet plus the width of the driveway and radii (3 feet) on each side of the driveway.
6. Lots less than five thousand (5,000 s.f.) square feet shall be subject to a \$3.33 per square foot fee for any lots under 5,000 square feet. Fees shall be due to Waller County upon submission and approval of the final plat.
7. Maximum lot coverage: Sixty-five (65%) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.

8. Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the front property / ROW.
9. Minimum side yard building setbacks: 5 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.
10. Minimum rear yard building setback: 10 feet for lots backing local and collector streets, except when the rear utility easement width is greater than ten (10) feet, in which case the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major thoroughfare ROW or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is twenty-five (25) feet measured from the street ROW line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major thoroughfare and a detached one-story garage is constructed on the residential lot, the rear yard building setback between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty-five (25) feet is maintained between the rear of the one-story detached garage and the ROW line of the major thoroughfare.

b. Shade Trees

1. All lots shall have a minimum of one (1) tree, planted in the ROW or front yard setback. The trees must be a minimum of two and one-half (2-1/2) inches in caliper width measured from the base of the trunk to 6" above soil level, and a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.
2. In addition, 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 or the adjacent ROW.

c. 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:

1. Resident Parking. Vehicles of residents shall be parked in the resident's garage or driveway.
2. 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.

3. 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.

d. Screening Walls

Where residential lots are platted adjacent to major roadways a minimum six feet (6') tall masonry wall shall be built along the back or side lot line adjacent to major thoroughfares as shown on Exhibit G, *Fence Exhibit*. At the Developer's opinion six feet (6') tall masonry or enhanced cedar will be installed along the collector roads.

e. Specialty Products

1. 20% of total lot count (not to exceed).
2. Specialty Project shall include:
 - i. Townhome (attached or detached)
 - ii. Patio Home (not centered patio homes)
 - iii. Duplex
 - iv. Cluster
 - v. Quads
 - vi. Alley Loaded Product (with primary access from a road)
 - vii. New product dictated by market trends
3. Minimum lot sizes shall be 3,000 square feet.

E. Parks, Recreation and Trails

As shown on Exhibit H, *Trails, Trails, Landscape and Open Space Exhibit*, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

- a. A maximum of fifty percent (50%) of the required area for neighborhood park land may be provided by private neighborhood park land consisting of the following;
 1. Small "pocket parks", recreation or open space reserves of a minimum one-tenth (1/10) acre, strategically located near the entries of various neighborhood pods, as shown on Exhibit H, *Trails, Landscape and Open Space*. The contributing park / recreation / open space areas will be dispersed throughout the community so that nearly every home is located within one-quarter (1/4) mile from the nearest neighborhood park.
 2. Two large, recreation reserves of a minimum area of five (5) acres each including water recreation, playground, picnic areas and/or other active recreational uses.

- b. A minimum of fifty percent (50%) of the required area for neighborhood park land shall be provided consisting of the following:
 - 1. Unencumbered landscape buffer, open space and trails.
 - 2. Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a fifty percent (50%) credit for public park but only if it complies with criteria listed below.
 - i. Shall have a minimum frontage of 60 feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the Developer, such as concrete cart path, hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum neighborhood park area requirement.
 - ii. Areas along lake and drainage channel borders shall have a minimum width of twenty feet (20'). Borders along lakes and drainage channels adjacent to roadways shall be measured from the back of curb to top of bank; and
 - iii. Side slopes for area used in credit not to exceed a four to one (4:1) ratio.
 - iv. A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of 60 feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is 20 feet. Views to the permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.
 - v. View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least $\frac{4}{5}$ the total length of the lake.
- c. Minimum 5-foot-wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas American with Disabilities Act accessibility guidelines.
- d. Minimum 5-foot-wide sidewalks shall be provided along both sides of major thoroughfares and internal collectors within and adjacent to the property. The sidewalks may meander out of the ROW and into an adjacent landscape reserve if so provided. The HOA or MUD, and not the County, shall be responsible for the maintenance of ancillary signage and landscape features. Where a walking trail is provided along a major thoroughfare or internal collector and adjacent to a pipeline or detention/amenity pond, a sidewalk in the ROW shall not be required. However, the walking trail and sidewalk should be connected to provide a continuous connection.

- e. The Developer, HOA, or MUD shall be eligible to install landscaping features within the ROW. All such features must adhere to applicable County design and safety standards. Landscaping features may include, but are not limited to, softscape elements (e.g., trees, shrubs, and ground cover), hardscape elements (e.g., decorative pavers and retaining walls), irrigation systems, and entry monumentation. The HOA or MUD, and not the County, shall bear full responsibility for the maintenance, repair, and replacement of these landscaping features to ensure their continued functionality and aesthetic appeal.

F. Street Plan and Cross Sections

All new construction will be concrete curb and gutter with the ultimate storm sewer. Dead-end streets that terminate at properties with potential for future development may remain as dead-end streets, with extensions required up to the property line. Dead-end streets that will remain as dead-ends shall end in a temporary cul-de-sac with a minimum ROW radius of 60 feet (minimum base 50-foot radius) with dead-end street signs clearly posted. All other County requirements for dead-end street design shall remain applicable.

1. Street cross sections listed below.
 - Figure 1: *Street cross section, Local Street – 60-foot Right-of-Way*
 - Figure 2: *Street cross section, Collector Street – Four Lanes*
 - Figure 3: *Street cross section, Collector Street – Two Lanes*
2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria, Development Agreement, and as shown on Exhibit E, *Roadway Improvement Plan*.
3. Upon approval of this PD, the County will amend its major thoroughfare plan to reflect the revised alignments of Prairie Parkway (SH 36A) in accordance with Exhibit F, *Major Thoroughfare Plan* of this PD.

G. Building Regulations

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

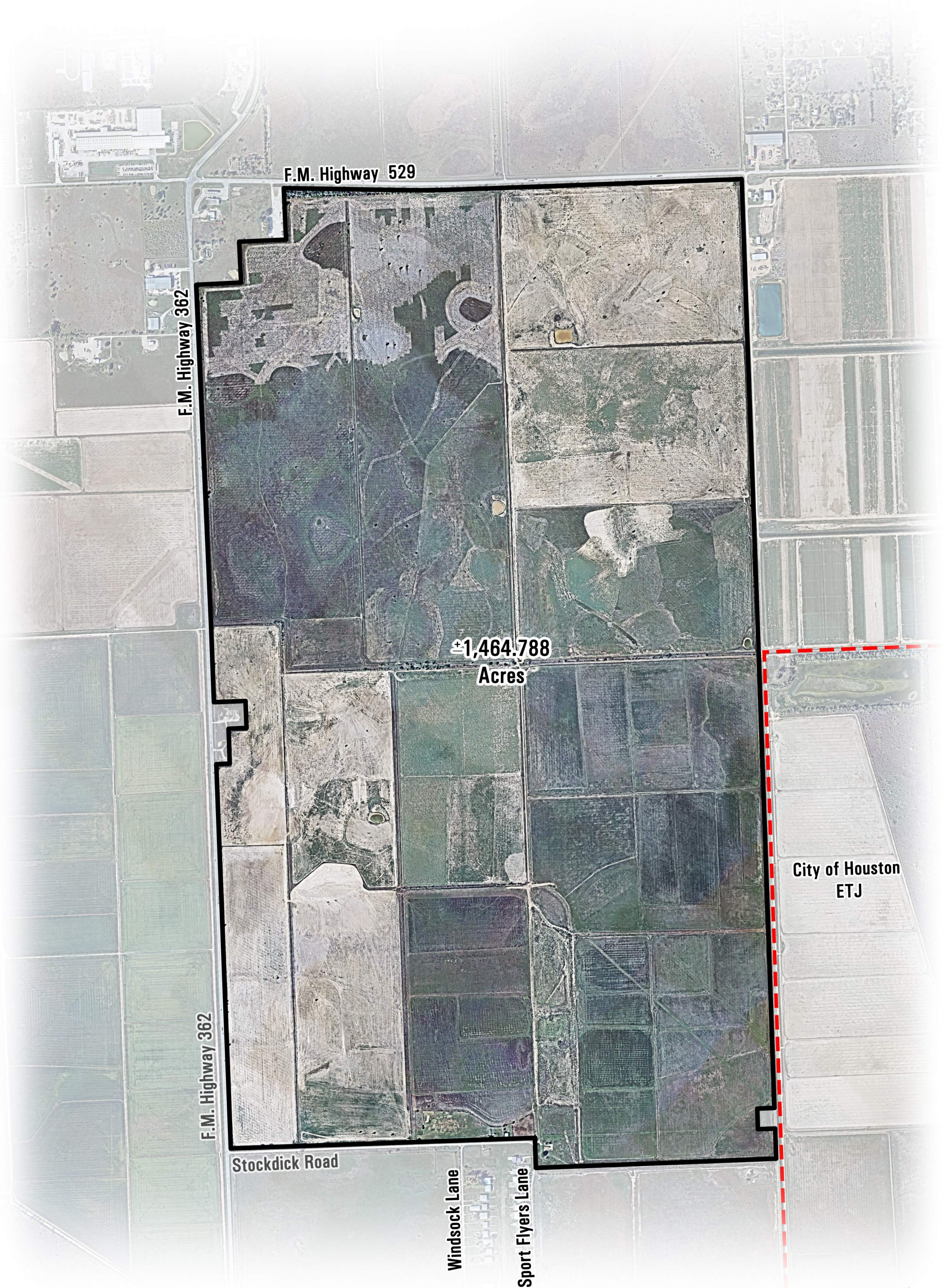
The Developer and/or the HOA will establish an Architectural Review Committee to create, review and enforce architectural and design standards for the single-family homes within the Project. There may be additional sub-homeowner associations and Property Owner's Associations (POA) may be established for non-residential property owners for the same purpose. These construction guidelines will be developed prior to any single-family home construction and will be filed in the property records separately from this PD.

H. Other Provisions

After 25% of planned residential units are occupied (not platted lots) within the Development, it is understood and agreed that the Developer and/or HOA shall contract with the Waller County Sheriff's Department to provide supplemental police protection services to Developer's Property. The interlocal agreement for such services shall be identical to the form of agreement entered into with other municipal utility districts in Waller County, Texas.

I. Applicability

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

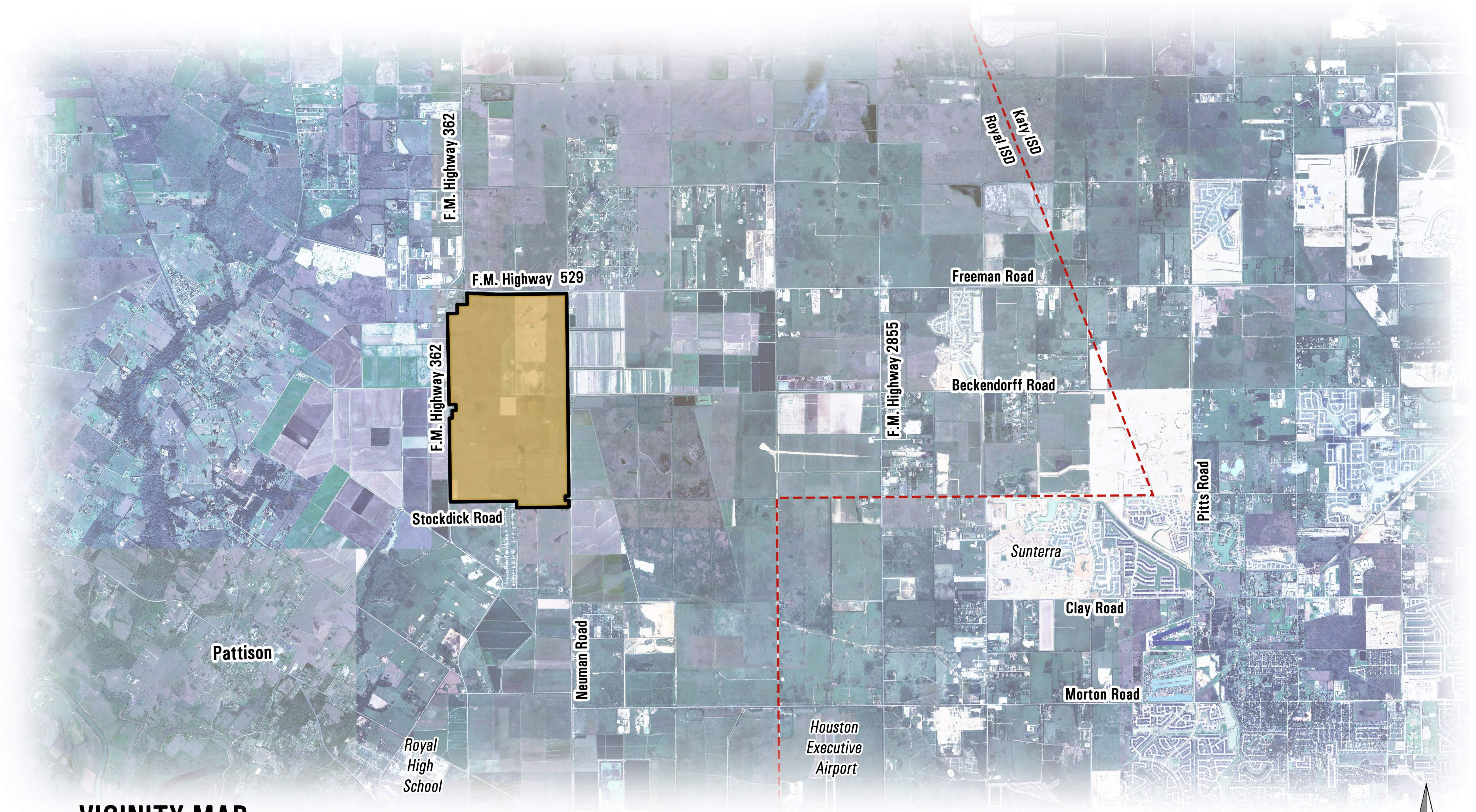


BOUNDARY MAP
±1,464.788 Acres
Waller, Texas



SCALE: 1"=500'
DATE: 10.14.2024

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



VICINITY MAP

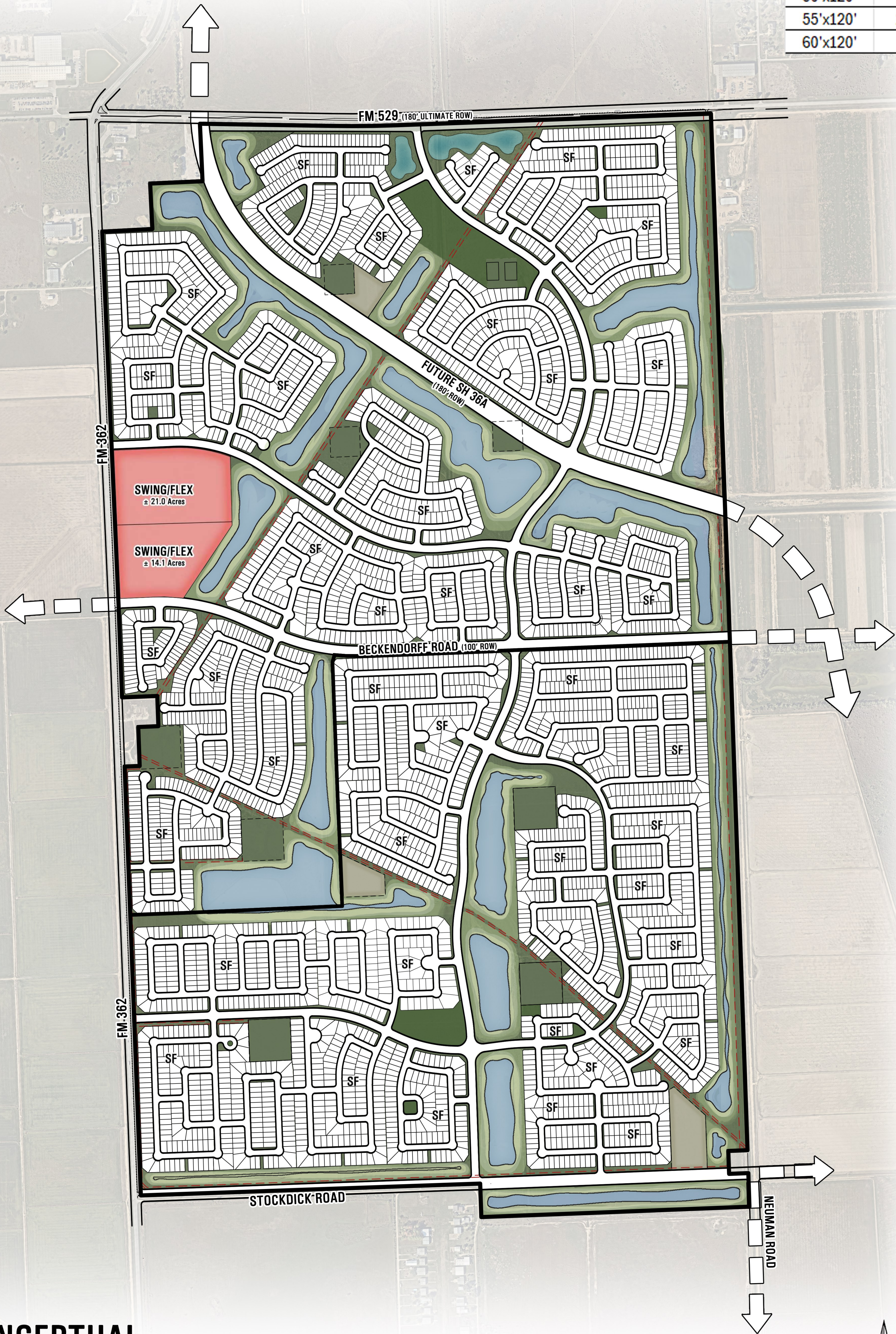
±1,464.788 Acres

Waller, Texas



SCALE: NTS
DATE: 10.14.2024

LOT TYPE	%
40'x120'	17%
45'x120'	17%
50'x120'	40%
55'x120'	20%
60'x120'	6%

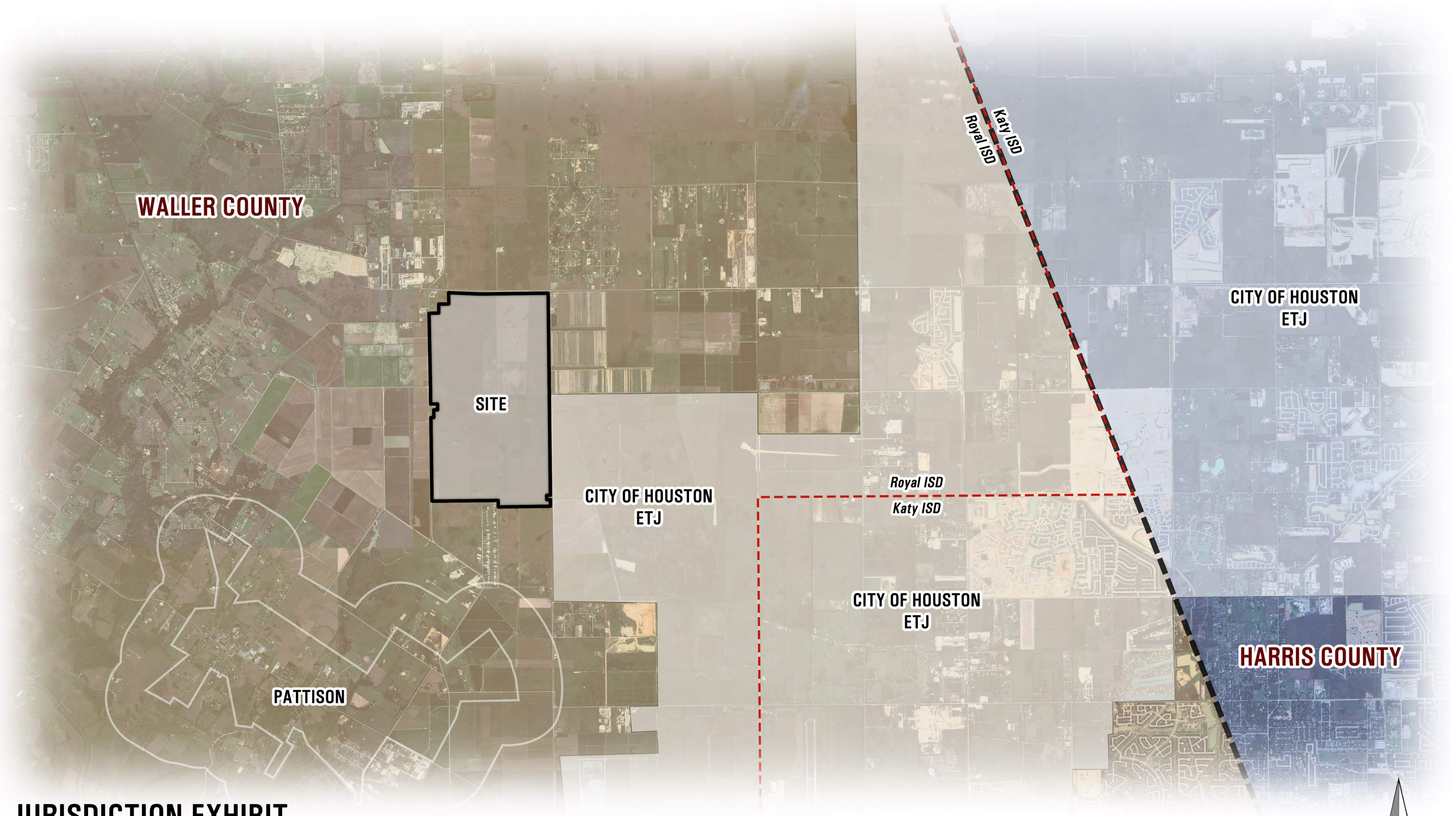


**CONCEPTUAL
DEVELOPMENT PLAN**
±1,464.788 Acres
Waller, Texas



*This conceptual development plan is for illustrative purposes only. Any modification to this exhibit must comply with Section B11 of the Sunterra Lakes Plan of Development.

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



JURISDICTION EXHIBIT

±1,464.788 Acres

Waller, Texas

City of Houston ETJ Waller County Harris County Site - - - ISD Boundary - - - County Boundary



SCALE: NTS
DATE: 10.14.2024

LEGEND

- CONSTRUCT FULL BLVD. (BY DEVELOPER)

CONSTRUCT NORTHERN HALF BLVD. (BY DEVELOPER)

FOUR LANE COLLECTOR STREET (BY DEVELOPER)
- TWO LANE COLLECTOR STREET (BY DEVELOPER)

ADD TURN LANES
As Required by TxDOT and TIA (BY DEVELOPER)

FUTURE 180' ROW FOR 36A
(Not Required to be Constructed by Developer or MUD)

DD TURN SIGNAL - AS REQUIRED BY TXDOT & TIA (BY DEVELOPER)

NOTE: STREETS SHALL BE BUILT IN PHASES AS THE PROJECT DEVELOPS IN ACCORDANCE WITH THE COUNTY'S ENGINEERING DESIGN CRITERIA AND DEVELOPMENT AGREEMENT.



ROADWAY IMPROVEMENT
PLAN

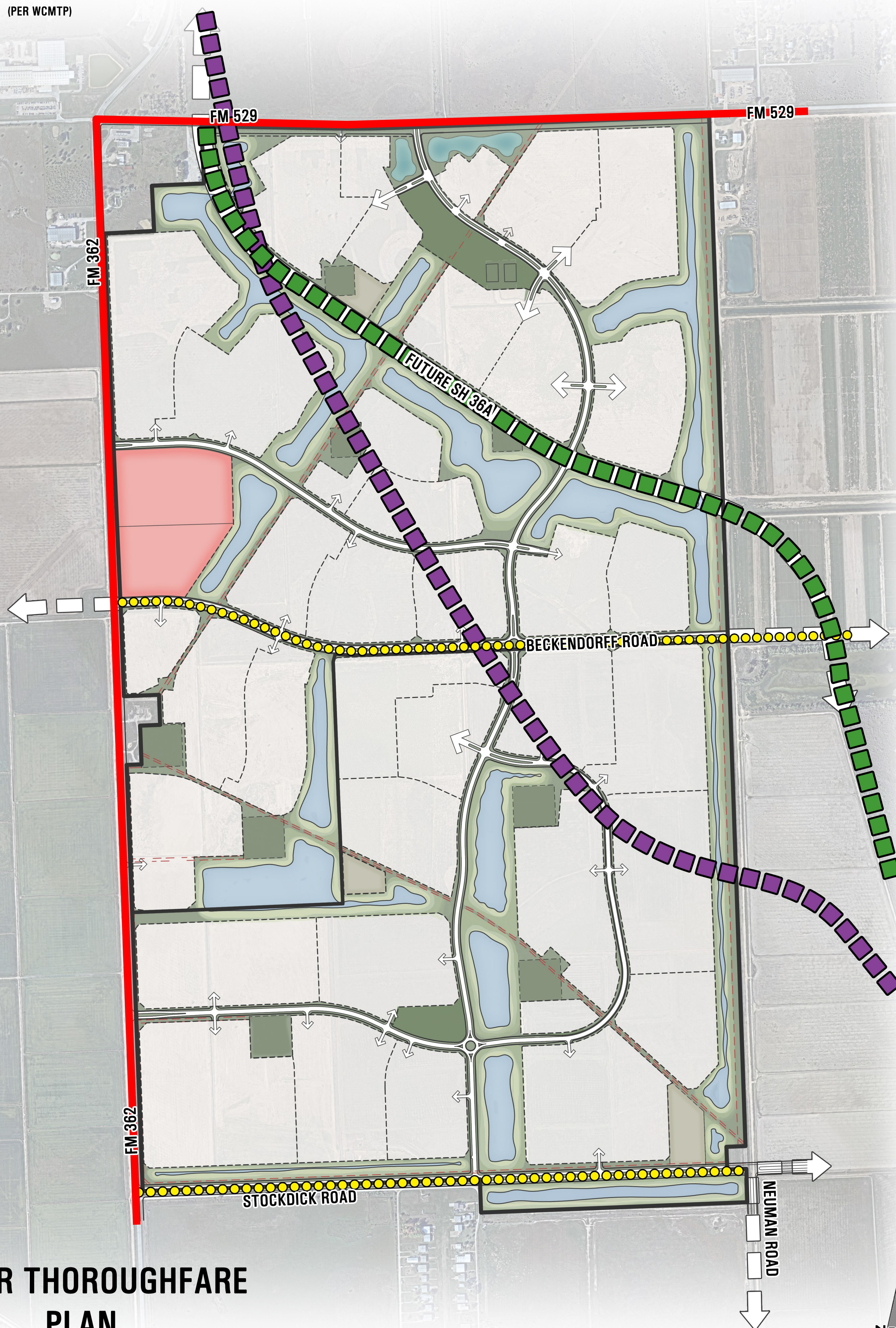
±1,464.788 Acres
Waller, Texas



SCALE: 1"=500'
DATE: 04.02.2025

LEGEND

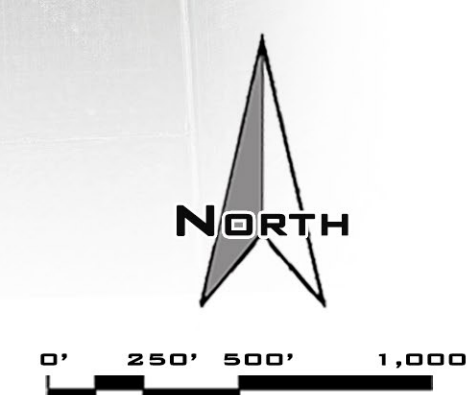
-     **THROUGHFARE- TO BE REALIGNED**
     **PROPOSED COUNTY ROAD/PROPOSED TxDOT ROAD**
 (PER WCMTF)
-     **THOROUGHFARE REALIGNMENT**
 (PROPOSED BY DEVELOPER)
-  **EXISTING TxDOT ROAD**
 (PER WCMTF)



MAJOR THOROUGHFARE PLAN

+1,464.788 Acres

Waller, Texas



SCALE: 1'=500'
DATE: 04.02.2025



THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

LEGEND

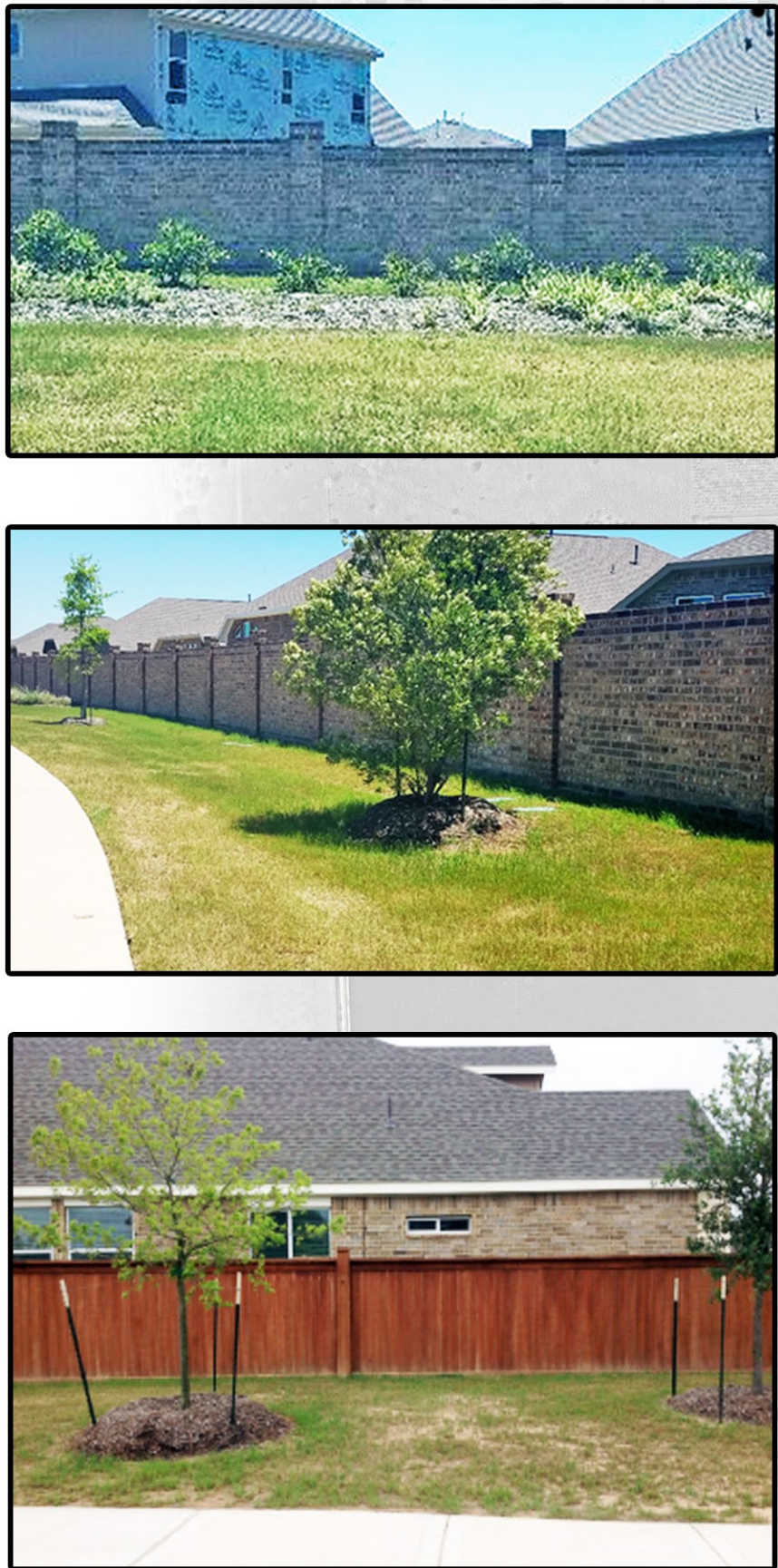
- 6' FENCE LOCATION

- A. Stained Cedar Fence with Cap and Rot Board And/Or

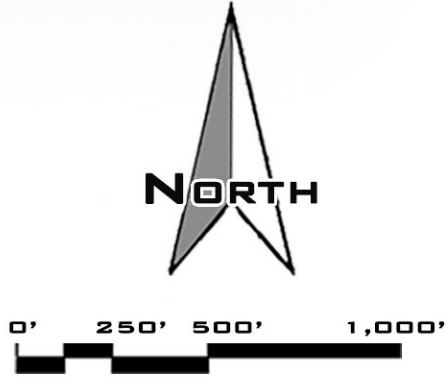
- B. Metal Fence And/Or

- C. Masonary Fence
- 7'6" MASONARY FENCE

PHOTOGRAPHIC EXAMPLES



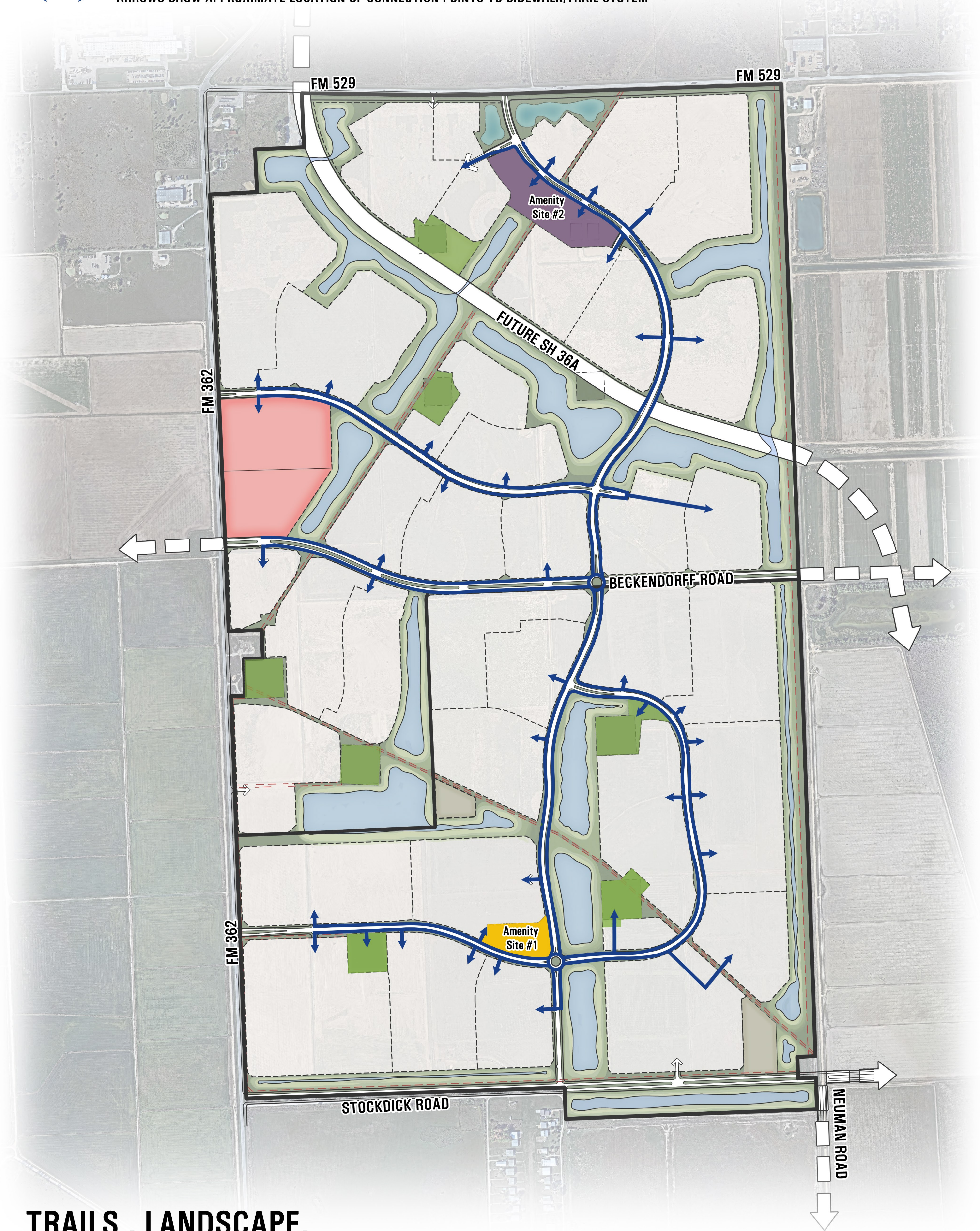
FENCE EXHIBIT
±1,464.788 Acres
Waller, Texas



SCALE: 1"=500'
DATE: 04.02.2025

LEGEND

- OPEN SPACE AND/OR PARK SPACE
- AMENITY SITE #1
- AMENITY SITE #2
- GENERAL LOCATION OF SIDEWALK OR TRAIL (5' Minimum width)
- ARROWS SHOW APPROXIMATE LOCATION OF CONNECTION POINTS TO SIDEWALK/TRAIL SYSTEM



TRAILS , LANDSCAPE,
AND OPEN SPACE EXHIBIT

±1,464.788 Acres
Waller, Texas



SCALE: 1"=500'
DATE: 04.02.2025

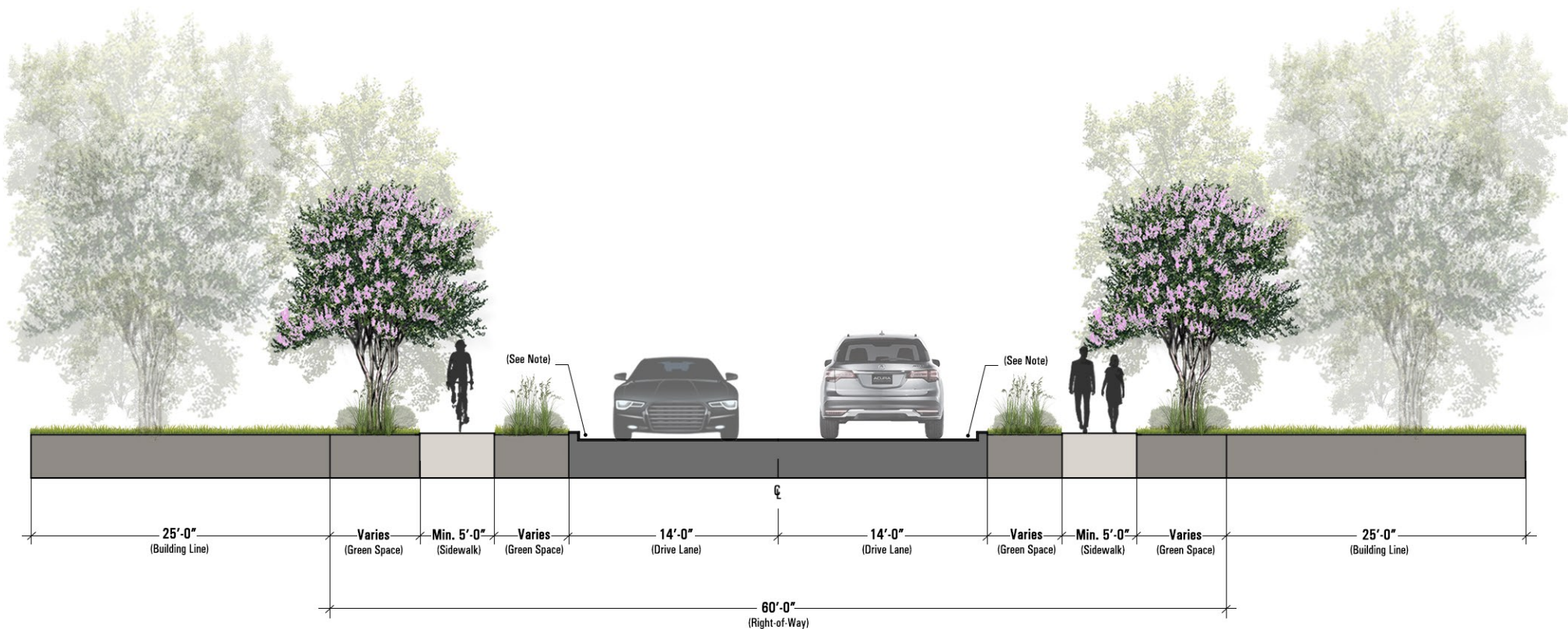
Figure 1

SUNTERRA LAKES

STREET CROSS SECTION

LOCAL STREET

(60' RIGHT-OF-WAY)



Note: On-Street parking is restricted by deed restrictions and is enforced by the HOA.

SCALE: NTS
DATE: 3.28.2025

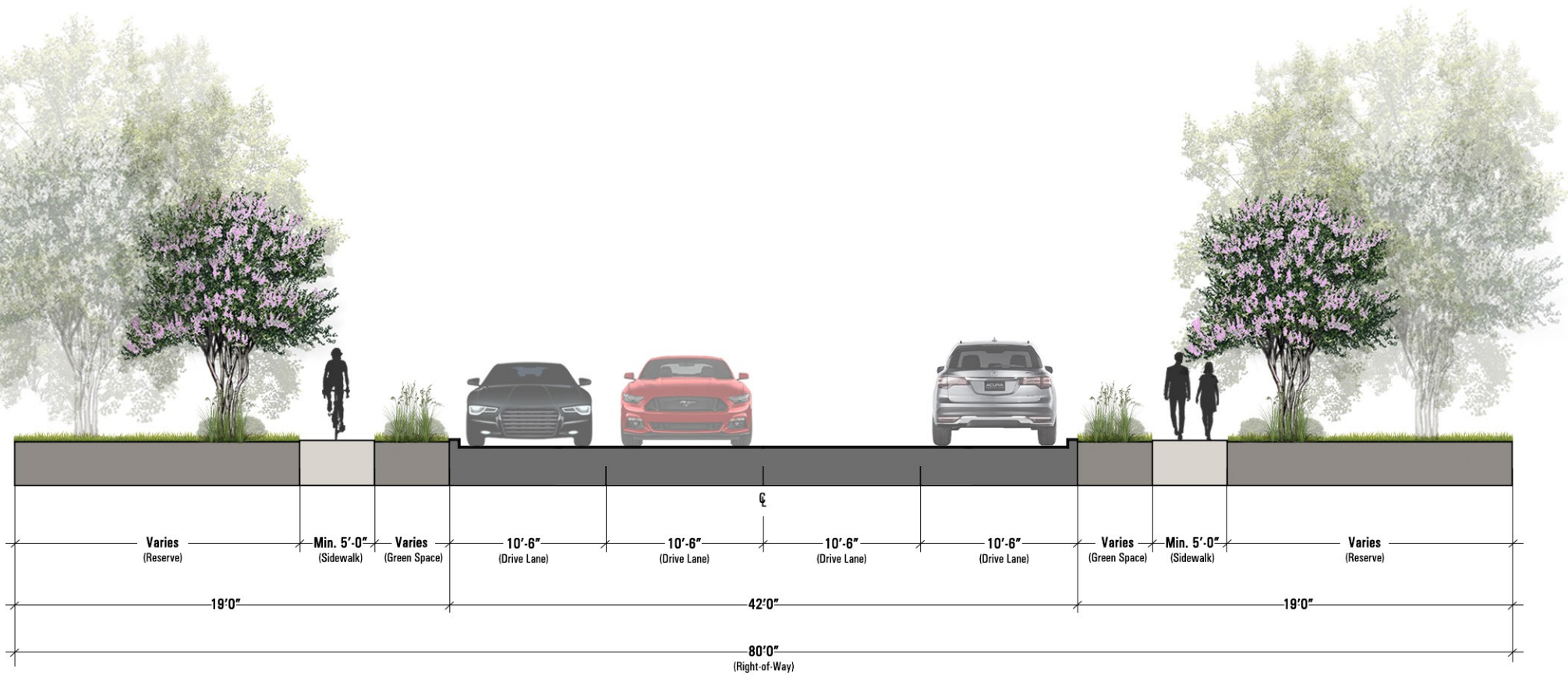
Figure 2

SUNTERRA LAKES

STREET CROSS SECTION

COLLECTOR STREET

(FOUR LANES)



SCALE: NTS
DATE: 3.28.2025

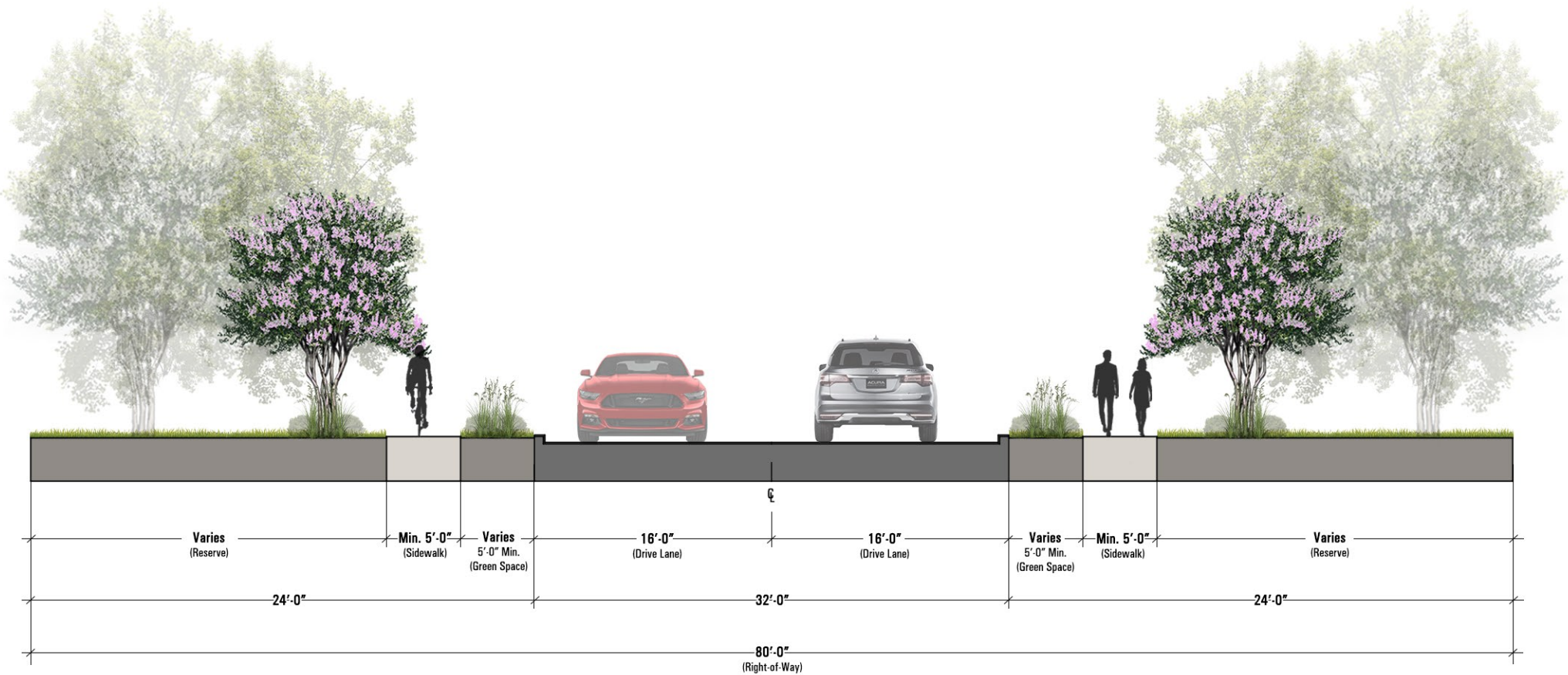
Figure 3

SUNTERRA LAKES

STREET CROSS SECTION

COLLECTOR STREET

(TWO LANES)



SCALE: NTS
DATE: 3.28.2025