

**SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN WALLER COUNTY, TEXAS AND
RICE 315 (HOUSTON) SPV, LLC FOR THE
BLUEBONNET GROVE SUBDIVISION**

This Subdivision Development Agreement with attached exhibits (“Agreement”) is entered into by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and RICE 315 (HOUSTON) SPV, LLC (“Developer”), a Delaware limited liability company, registered with the Texas Secretary of State to conduct business in Texas, for the BLUEBONNET GROVE subdivision effective as of _____. County and Developer are sometimes referred to herein collectively as “the Parties” and individually as “a Party”.

WHEREAS, Developer has purchased or intends to purchase approximately 315.86 acres of real property located in Waller County, Texas, which is more particularly described by metes and bounds in Exhibit A and which will be developed into the Bluebonnet Grove subdivision (“Developer’s Property”); and

WHEREAS, Developer desires to develop the property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. detailed in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) with the variances approved by the County (Exhibit D); and

WHEREAS, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, County desires that the project be developed on the Developer's Property and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of certain variances needed to facilitate the development of Developer's Property, Developer agrees to complete the development subject to certain construction and development standards.

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 Parties agree that the foregoing recitals are true and accurate and constitute matters agreed to herein, and that the recitals are made a part hereof for all purposes.
2. **PURPOSE.** The purpose of this Agreement is to provide for the responsible construction of the appropriate and necessary infrastructure for the subdivision. The Parties shall coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, and C. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.
3. **AUTHORITY.** The County is entering into this Agreement under the authority of the Constitution and laws of the State of Texas.
4. **ASSIGNMENT.** The parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in

accordance with the terms of this Agreement and its Exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Agreement, 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.

5. AMENDMENTS AND WAIVERS. Amendments to this Agreement, including to any Exhibits, must be in writing and signed by both parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party’s right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by both parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

6. COVENANT RUNNING WITH THE LAND. This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer’s Property.

A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.

7. **VESTED DEVELOPMENT RIGHTS.** Upon the mutual execution of this Agreement, County and Developer agree that the covenants, agreements, and privileges regarding the development of Developer's Property between County and Developer as set forth in this Agreement and its Exhibits (the "Development Rights") shall be deemed to have vested, as provided by Texas Local Government Code Chapter 245, as of the Effective Date.

8. **VARIANCES.** County has granted the variances set forth in Exhibit D prior to the execution and approval of this Agreement. As such, the granted variances are included in the vested Development Rights regarding the development of the Developer's Property under this Agreement.

9. **DEFAULT.** No Party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from the other Party, during which time the defaulting Party may cure the default. Absent *force majeure* or a written extension of the cure period signed by both Parties, if the default is not cured within the thirty-day cure period, the non-defaulting Party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.

10. **TERMINATION FOR FAILURE TO BEGIN DEVELOPMENT.** Provided that County gives prior written notice, and Developer fails to cure within 365 days of receipt of the notice, County shall have the right to terminate this Development

Agreement. Upon said termination by County, this Agreement shall have no further force and effect. County may terminate if Developer has not commenced construction of public infrastructure to serve the initial phase of the development of the Developer's Property within 5 years of the Effective Date.

11. NOTICES. All notices for this Agreement shall be in writing and may be effected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other party in accordance with this section.

Notices mailed to County: County Judge
425 FM 1488, Ste. 106
Hempstead, Texas 77445

Notices mailed to Developer: RICE 315 (HOUSTON) SPV, LLC
Attn: Houman Samanian, Manager
7880 San Felipe St, Suite 112
Houston TX 77063

With a Copy to: RICE 315 (HOUSTON) SPV, LLC
Attn: Andrew Dubill – Executive Vice President
923 N. Pennsylvania Avenue
Winter Park, FL 32789

12. AUTHORITY FOR EXECUTION. The Waller County Commissioners Court is the contracting authority for County. The County hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in

conformity with County ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the article of incorporation and bylaws or partnership agreements of such entities

13. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Agreement and its Exhibits that specify a time for performance; provided, however, that this shall not be construed to limit or deprive a party of the benefits that it may have pursuant to any lawful excuse for delay under this Agreement.

14. **FORCE MAJEURE.** In this Agreement, *force majeure* shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the Parties that impact a Party's ability to perform in a timely manner with the provisions of this Agreement. If a Party is wholly or partially unable to perform its obligations under this Agreement due to *force majeure*, then such Party shall give written notice to the other Party within ten (10) days of the occurrence of a *force majeure* event. While a *force majeure* event may delay or postpone a Party's obligations during the continuance of an inability to perform, a *force majeure* event will not waive or alter the substance of a Party's obligations under this Agreement. The Party claiming *force majeure* shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

15. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed

invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

16. JURISDICTION, VENUE, AND GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall lie exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

17. NO JOINT VENTURE. This Agreement does not create a joint venture or partnership among the Parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

18. NO THIRD PARTY BENEFICIARIES. This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a Party to this Agreement.

19. GOVERNMENTAL VERIFICATIONS. Developer hereby verifies, in compliance with Section 2270.002 of the Texas Government Code, that it does not boycott Israel and that it will not boycott Israel during the term of this Agreement. "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 hereby verifies, in compliance with Section 2274.002 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. “Discriminate against a firearm entity or firearm trade association” means refusing to engage in the trade or any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; refraining from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminating an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Developer hereby verifies, in compliance with Section 2276.002 of the Texas Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or does business with such a company.

Developer hereby represents, in compliance with Section 2252.152 of the Texas Government Code, that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, or other affiliates is a company identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contacts with or who provides supplies or services to a foreign terrorist organization, Sudan, or Iran.

20. INCORPORATION AND ORDER OF PRECEDENCE. The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made

a part hereof. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) Exhibit D, 3) Exhibit A, 4) Exhibit B, then 5) Exhibit C.

21. **DISCLOSURE OF INTERESTED PARTIES.** Developer hereby affirms that it is required to electronically file Form 1295 with the Texas Comptroller, a disclosure of interested parties, prior to the execution and approval of this Agreement.

22. **EFFECT OF STATE AND FEDERAL LAWS.** Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.

23. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

RICE 315 (HOUSTON) SPV LLC,

a Delaware limited liability company

By: Rice 315 (Houston) Holdings, LLC, a Delaware limited liability company, its sole Member

By: APG Rice 315 (Houston) Management, LLC, a Delaware limited liability company, its Managing Member

By: APG ASLA I, LLC, a Delaware limited liability company, its sole Member

By: Avanti Properties Group III, L.L.L.P., a Delaware limited liability limited partnership, its Managing Member

By: APG III GP, LLC, a Florida limited liability company, its sole General Partner

By: Avanti Management Corporation, a Florida corporation, its Manager

By: _____

Andrew Dubill

Executive Vice President

Date

[illegible]

This instrument was acknowledged before me on the _____ day of _____ 20____, by Andrew Dubill, Executive Vice President of Avanti Management Corporation, a Florida corporation, sole manager of APG III GP, LLC, a Florida limited liability company, sole General Partner of Avanti Properties Group III, L.L.L.P., a Delaware liability limited partnership, Managing Member of APG ASLA I, LLC, a Delaware limited liability company, sole Member of APG Rice 315 (Houston)Management, LLC, a Delaware limited liability company, Managing Member of Rice 315 (Houston) Holdings, LLC, a Delaware limited liability company, sole Member of RICE 315 (HOUSTON) SPV, LLC, a Delaware limited liability company.

Notary Public, State of Florida

Waller County

Carbett "Trey" J. Duhon III

County Judge

Date

STATE OF TEXAS §

§

COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 20____, 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

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit F – Waller County Subdivision Regulations

Exhibit A to Subdivision Development Agreement
Real Property Description

EXHIBIT B

**BLUEBONNET GROVE
PLAN OF DEVELOPMENT**

± 315.9 Acres

**Prepared For:
RICE 315 (HOUSTON) SPV, LLC**

PREPARED BY:



24285 Katy Freeway, Suite 525
Katy, TX 77494

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I. INTRODUCTION

Bluebonnet Grove (The "Project") is a residential community consisting of approximately 315.9 acres located north of FM 1488 in North-East Waller County, near the Waller/Montgomery County line, south of Brushy Creek and east of Sheffield Road. The project is wholly located within Waller County.

The developer desires to construct a single-family residential community with the associated drainage and detention facilities, as well as neighborhood parks and landscape amenities. The development will include a mix of housing products and sizes for different ranges of the homeowner market.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of the property. The area of the PD is depicted on Exhibit B-1, Boundary Aerial Exhibit, and the conceptual land plan is depicted on Exhibit C. Exhibit C reflects the latest approved General Land Plan, which may be amended from time to time throughout the life of the project in accordance with this PD.

II. GENERAL PROVISIONS

The Plan of Development approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances or regulations of the County. The Bluebonnet Grove Plan of Development shall be governed by the County ordinances and regulations in effect as of the effective date of this Development Agreement, except to the extent the County ordinance or regulation conflicts with this Development Agreement, or if a separate variance is granted by the Waller County Commissioners Court. Amended or future County ordinances shall not apply to the project.

In addition to the text of the Plan of Development, the Project shall be developed in accordance with the following supplemental exhibits that are attached to and made a part of this PD. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.

- Exhibit B-1: Boundary Aerial Exhibit
- Exhibit B-2: Street Classification Exhibit
- Exhibit B-3: Landscape and Open Space Plan
- Exhibit B-4: Fence Exhibit
- Exhibit B-5: Detention Cross Section
- Exhibit B-6: Collector Cross Section
- Exhibit B-7: Major Thoroughfare Cross Section
- Exhibit B-8: Sheffield Road ROW Cross Section
- Exhibit B-9: Sheffield Road ROW Improvements

A homeowners' association shall be established and made legally responsible to maintain all common areas, 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.

The homeowners' association 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 Waller County Commissioner's Court.

III. LAND USES

The primary land use of the Bluebonnet Grove development shall be residential lots. The maximum number of single-family lots shall not exceed 1,300 (one thousand three hundred) lots. All lots are designed as single-family lots; however, this shall not preclude the addition of an Accessory Dwelling Unit (including but not limited to garage apartments, mother-in-law suites, etc.) within an individual lot.

Notwithstanding anything in this PD to the contrary, if the Developer adds property to the project, the number of single-family and mixed-use and multi-family units shall increase proportionately based on the ratio that the acreage of such additional property bears to the acreage of the property. (For example, if 100 acres are added to this PD which is currently approx. 315 acres, the proportion would be a 28.8% increase in unit/lot density.) The inclusion of any additional acreage into this PD shall require a resubmittal of the General Plan to Commissioners Court for approval, and the Commissioners Court shall consider the resubmitted General Plan so long as the changes to the agreement are limited to expansion of overall acreage, the maximum lot count, and adjusted lot count by lot type, which will maintain consistent percentage requirements across the original and expanded acreage.

Within the boundary of the proposed Plan of Development, land shall be dedicated for neighborhood parkland accessible to all residents. Exhibit B-3, Landscape and Open Space Plan, generally illustrates the proposed parkland within the Project. The neighborhood parkland shall be owned and maintained by the homeowners' association, community association, or municipal utility district of the Bluebonnet Grove development, not Waller County, unless said responsibilities are later exchanged by separate agreement.

Landscape and open space reserves throughout the Project may have additional man-made improvements provided by the developer, such as hiking/running trails, benches, or shelters that facilitate an active human recreational role.

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of a residential community are also included in the Bluebonnet Grove Plan of Development. These shall be governed by the appropriate rules of Waller County and the State of Texas, as applicable.

In the event that the developer intends on utilizing any parcel for multi-family purposes, the developer shall request the consent of the Commissioner's Court. Build-to-Rent (BTR) type development (single-family lots not intended for sale to individual buyers) is prohibited within the project.

IV. DEVELOPMENT REGULATIONS

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

1. Roadway Design

Roadways within the PD shall be developed in accordance with the following regulations.

- A. Collector Streets – The Primary access streets making direct connection to FM 1488 shall be considered Collector Streets and shall have a minimum 90'-wide ROW and minimum 32'-wide paving with curb and gutter cross-section. In accordance with county regulations, a wider ROW and/or alternate paving sections such as a boulevard paving section divided by a center median may be provided by the Developer if desired or where required by the TIA. The minimum centerline radius of these streets shall be 600'.
- B. Local Streets – internal streets which primarily provide access to individual lots or which guide residents between lots and collector streets within the development. Any street not

intersecting with a major thoroughfare or not identified on Exhibit B-2 as a Collector Street shall be considered a Local Street.

- 1) 50' minimum ROW width
- 2) 28' minimum concrete paving width in a curb and gutter cross-section
- 3) 250' minimum centerline radius

C. Cul-de-Sac Geometry

- 1) Minimum 50' paving radius
- 2) Minimum 60' ROW radius
- 3) Center point of bulb on cul-de-sac may be offset from local street right-of-way centerline.
- 4) Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.

D. Knuckle Geometry

- 1) Minimum 42.5' paving radius
- 2) Minimum 50' ROW radius
- 3) Center point of bulb on knuckle may be offset from local street right-of-way centerline.
- 4) Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.

E. Thoroughfares

1) FM 1488

- a. The Developer shall dedicate the necessary right-of-way widening along FM 1488 in accordance with the TIA and shall coordinate with TXDOT regarding any required improvements

2) Sheffield Road

- a. A proposed 100-foot thoroughfare segment running north-south along the western project boundary.
 1. Developer shall rededicate the existing right-of-way easements to the county and establish a centerline.
 2. In addition, Developer shall dedicate half of the required total right-of-way widening as phases of the development are platted adjacent to the roadway. In no case shall the developer be required to dedicate more than fifty feet (50') the edge of developer property.
 3. Developer or their assigns shall be responsible for the construction of a half boulevard to the southern subdivision entry, as identified on the General Land Plan. Construction of said half boulevard shall not commence until the right-of-way acquisition and dedication from the outparcel is completed (see subsection c below).
 4. Developer shall provide ultimate detention capacity for the future full boulevard of Sheffield Road (major thoroughfare with six-lanes)

and will provide a minimum of three (3) storm sewer connection points.

5. Developer may install an all-weather access within the Sheffield Road ROW for interim access to infrastructure sites and facilities within the project. Material must support emergency access vehicles.

b. Local street segment running east-west on southern project boundary.

1. Developer shall rededicate the existing right-of-way easements to the county and establish a centerline.
2. The current easement for this portion of Sheffield Road is seventy feet (70'). Developer shall provide twenty-two feet (22') of asphalt pavement and associated drainage improvements. Bonding for this roadway shall be included in the adjacent platted sections.
3. Improvements to the intersection of 1488 and Sheffield Road shall be made in accordance with the approved TIA.
4. County is responsible for future renaming E-W Sheffield Road if and when major thoroughfare Sheffield Road is extended south to connect to FM 1488.

c. Outparcel

1. The coordination with property owner(s) and acquisition of ROW from the outparcel for Sheffield Road will be completed by Waller County, at a width needed for ROW improvements.
2. Upon acquisition of the ROW, the County will not require developer to plat said additional rights-of-way.
3. Developer shall be responsible for the construction of a half boulevard and associated drainage improvements in the acquired ROW for major thoroughfare Sheffield Road.
4. Developer shall be responsible for constructing a twenty-two foot (22') paving section and associated drainage improvements along the southern boundary of the outparcel.
5. Plans shall be submitted to Waller County prior to construction, following all permitting and construction inspection procedures.

2. Points of Access

- A. The Project shall ultimately provide a minimum of one connection to FM 1488. The internal street pattern shall connect the access points off Sheffield Road and FM 1488 to each other within the development, using circuitous routes intended to minimize cut-through traffic on the internal local streets.
- B. Construction of the various external connections and internal street patterns may be phased over time, except that the ultimate design shall not allow more than 150 lots to be limited or constricted to a single point of ingress and egress to the larger interconnected street network. A boulevard paving section shall be considered as two points of access.

3. Block Length and Intersection Spacing

A. Block length and intersection spacing within the Bluebonnet Grove development shall be determined based on the following:

- 1) Drainage, Detention, and Amenity Lakes
 - a. Public street connections across and between the existing and proposed facilities used for drainage, detention, and amenity water features shall only be required as illustrated in Exhibit C, General Plan.
- 2) Internal Streets
 - a. Except as provided above, each local street shall intersect with another local street, internal circulation street, or collector access street at least every 1,500 feet, measured from edge of right-of-way to edge of right-of-way.

4. Single-Family Residential

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

A. Lots

- 1) The maximum number of lots shall not exceed 1,300 lots.
- 2) Minimum lot size is forty (40') feet minimum width.
 - a. Lots less than 50' in width shall not exceed 33% of the total lot count at project completion.
 - b. For lots less than 5,000 square feet, Developer will provide funds to the County for development of County Parks, at a rate of four dollars (\$4.00) per square foot for the deficit square footage of each lot under 5,000 square feet.
 1. Example: A 4,800 square foot lot has a 200 square foot deficit from the required 5,000 square foot lot size. Funds would be calculated at square foot deficit times the fund rate. $200 \times \$4.00 = \800.00 fund contribution for this lot.
 2. Funds will be provided to the County on a per plat basis, if the plat contains lots less than 5,000 square feet, and will be paid at the time of plat recordation.
- 3) Measurement of lot width is to be taken at building line. The measurement shall be based off a tangential width on radial shaped lots, not based on arc length.
- 4) Maximum building coverage: Sixty-five (65%) percent, calculated as the ground covered by building structures, whether principle or accessory, out of the gross lot surface area.
- 5) Minimum front yard building setback:
 - a. Typical front yard setback – 25 feet
- 6) Minimum side yard building setbacks:
 - a. five-foot (5') setback for interior, non-corner lots and the non-street side of corner lots

- b. ten-foot (10') setback for exterior side yard for corner lots
- c. twenty-five-foot (25') garage setback if the garage door faces the side street
- d. Where a corner lot is separated from the side street by a landscape reserve, the five-foot (5') interior side setback shall apply to the lot from its side lot line and the side street shall have a five-foot (5') building setback line across the landscape reserve.

7) Minimum rear yard building setback:

- a. 10 feet (10') from the rear property line, notwithstanding the presence of any utility easements that may have separate restrictions on structures.
- b. No lots shall have direct access to FM 1488 or Sheffield Road. A landscape reserve shall separate all lots from the aforementioned streets.

B. Shade Trees:

- 1) All lots shall have a minimum of one (1) tree, planted in the right-of-way or front yard.
- 2) In addition, for corner lots with frontage on a side street (not separated by a landscape reserve), one ornamental tree shall be required 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 or the adjacent right-of-way, and may be before or behind the fence.
- 3) Required shade trees must be a minimum of two and one-half (2-1/2) inches in caliper width and a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.

C. Parking:

- 1) 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, plumbers, etc., 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.

D. Screening and Perimeter Fencing:

- 1) Where residential lots are platted adjacent to Sheffield Road:

- a. A minimum six foot (6') tall brick or masonry perimeter fence shall be provided at the entrances on Sheffield Road along the back or side lot lines within 100' of the street intersection.
 - b. For the north-south portion of Sheffield Road, the Developer may continue the masonry fence described in subsection (a) above or may provide a minimum six foot (6') tall stained wood fence with masonry columns and a vegetative screen (which may include trees, shrubs, ground cover, etc.) along the back or side of residential lot lines adjacent to Sheffield Road. The vegetative screen must be 100% opaque up to 6' in height.
 - c. For the east-west portion of Sheffield Road, the developer shall provide a minimum six foot (6') tall stained wood fence around the water plant site and any lots backing or siding on to the road and the drainage/detention area.
- 2) A minimum six foot (6') tall, stained wood fence with masonry columns shall be provided along the side or rear of any lot adjacent to collector streets as identified on Exhibit B-2.
 - 3) Fences (and screening, if utilized) provided in accordance with this section shall be owned and maintained by the HOA or MUD.
 - 4) Perimeter fencing is generally illustrated on Exhibit B-4, Fence Exhibit.

V. DETENTION FACILITIES

Detention Facilities within the Bluebonnet Grove DA shall be designed primarily as wet bottom ponds in accordance with the following regulations.

1. Maintenance Berms

- A. A minimum 20-foot maintenance berm is permitted where side slopes are 6:1 (H:V) or flatter, except as noted below.
- B. A minimum 30-foot maintenance berm required under the following conditions:
 - 1) Where the basin is adjacent to a Public Right-Of-Way (ROW).
 - 2) Where side slopes are steeper than 6:1 (H:V)
- C. Backslope swales are not required where side slopes are 6:1 (H:V) or flatter.

2. Side Slopes

- A. Above normal Water Surface Elevation:
 - 1) Slopes shall be 4:1 or flatter.
 - 2) Slopes may be increased to a minimum of 6:1 (H:V) to reduce berm width outside the top bank, as allowed in Section A.
- B. Below Normal Water Surface Elevation:
 - 1) Slopes may be 3:1 (H:V) or flatter.

3. Facility Bottom

- A. Detention basins shall be designed primarily as wet-bottom facilities. The normal pool level shall cover at least 70% of the facility bottom area.

4. Additional considerations

- A. Any design component not explicitly addressed within this agreement shall default to county drainage criteria in effect on the effective date of this agreement.

5. Typical Pond cross sections are illustrated on exhibit B-5, Detention Cross Section Exhibit.

VI. PARKS, RECREATION, AND TRAILS

The Bluebonnet Grove Plan of Development shall provide a minimum of one (1) community recreation center. Exhibit C, General Plan, illustrates the proposed location of these facilities. The exact location is subject to change as the development process evolves.

The exact geometry of the site shall be determined through the platting process. The site shall be platted, shall have a minimum frontage of 60 feet on a public street, and shall be accessible to all residents of the Project.

The community recreation center shall be conveniently located. The site shall be a minimum of one and one half (1.5) acres and shall include a variety of recreation facilities, including but not limited to a swimming pool, outdoor community gathering space, playground, and trail connections to the surrounding areas.

Pedestrian sidewalks shall make a complete connection from each residential home to the nearest neighborhood park site(s) or the community recreation center.

The developer may also choose to provide amenities such as plantings, walking trails, benches, etc. along the drainage and detention facilities or within the incidental landscape reserves that may be dedicated within the community.

In lieu of providing sidewalks on both sides of the street, the Developer may, subject to County approval and compliance with State of Texas ADA standards, construct a single 10-foot-wide joint-use sidewalk on one side of the right-of-way.

All park areas and equipment, landscaping and plantings, facilities, sidewalks, trails, fields, and other recreational amenities shall be maintained by the homeowners' association, community association, or municipal utility district of the Project.

VII. BUILDING REGULATIONS

Single-family homes within the Development Plan 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), and glass, and shall comprise at least 50% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings).
2. Secondary exterior finishes shall include all of the above materials as well as wood, ceramic tiles, oriented strand board siding, Hardyplank, and fiber cement siding.
3. Use of architectural materials is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. No single exterior finish material shall cover more than 80% of the front of any single-family home.
5. The following building materials shall NOT be used on the exterior finish:
 - A. Vinyl siding, plastic, or fiberglass panels.

- B. Smooth or untextured concrete surfaces.
- C. Exterior Insulated Finish Systems (E.I.F.S.) (except moldings)
- D. Unfired or underfired clay, sand, or shale brick.

VIII. OTHER PROVISIONS

After full build-out within Waller County Municipal Utility District No. 62B (the "District"), it is understood and agreed that the District 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.

IX. APPLICABILITY

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

The Waller County subdivision ordinances are attached as Exhibit E. Applicable variances to those subdivision ordinances are addressed in this Agreement. This does not preclude the granting of additional variances in the future. Any future amendments or changes to the Waller County subdivision regulations or ordinances will not apply to this PD.

X. MINOR MODIFICATIONS

The following minor modifications of the Development Agreement are allowed:

1. Modifications to internal street patterns are allowed.
2. Modifications to the proposed land uses and location of proposed land uses set forth in this PD document text and in Exhibits B-2, B-3, B-4, and C are permitted to address market conditions so long as percentages and acreage are not changed
3. Modifications to lot sizes are allowed provided that such lots shall adhere to the minimum lot frontage regulations and the maximum number of dwelling units set forth in this document.

XI. EXHIBITS

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

Exhibit B-1	Boundary Aerial
Exhibit B-2	Street Classification
Exhibit B-3	Landscape and Open Space Plan
Exhibit B-4	Fencing
Exhibit B-5	Detention Cross Section
Exhibit B-6	Collector Cross Section
Exhibit B-7	Major Thoroughfare Cross Section
Exhibit B-8	Sheffield Road ROW Cross Section
Exhibit B-9	Sheffield Road ROW Improvements
Exhibit C	General Development Plan

Exhibit C to Subdivision Development Agreement
General Land Plan

Exhibit D

Approved Variances

1. On _____, the Waller County Commissioners Court approved the following variance for RICE 315 (HOUSTON) SPV, LLC, for the Bluebonnet Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations,
3.4.7, requiring a 50-foot minimum lot width.

Approved Variance: 40-foot minimum lot width, measured at the building line.

2. On _____, the Waller County Commissioners Court approved the following variance for RICE 315 (HOUSTON) SPV, LLC, for the Bluebonnet Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations,
3.4.15, requiring a 25-foot building line.

Approved Variance: Front building lines of 20 feet only around the radial portion of
culs-de-sac and corner knuckles/eyebrows, only in certain
circumstances.

3. On _____, the Waller County Commissioners Court approved the following variance for RICE 315 (HOUSTON) SPV, LLC, for the Bluebonnet Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations,
3.4.15, requiring a 15-foot side building line along local streets
and a 25-foot side building line along collector streets.

Approved Variance: Side building lines of 10 feet where garages do not have access.

4. On _____, the Waller County Commissioners Court approved the following variance for RICE 315 (HOUSTON) SPV, LLC, for the Bluebonnet Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, 4.3.1 requiring a minimum 60' right-of-way on curb-and-gutter local streets.

Approved Variance: A minimum 50' right-of-way on curb-and-gutter local streets.

5. On _____, the Waller County Commissioners Court approved the following variance for RICE 315 (HOUSTON) SPV, LLC, for the Bluebonnet Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, 4.3.4, requiring a minimum 70'-radius right-of-way on cul-de-sacs, with a 50'-radius paving.

Approved Variance: A minimum 60'-radius right-of-way on cul-de-sacs, with a 50'-radius paving.

6. On _____, the Waller County Commissioners Court approved the following variance for RICE 315 (HOUSTON) SPV, LLC, for the Bluebonnet Grove subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, 4.2.5 and 4.3.5,

requiring a minimum 650' radius on local street centerlines and 1,200' on collector streets.

Approved Variance: A minimum 250-foot radius on local street centerlines and a 600' radius on collector street curves are permitted.

Exhibit E

Current Waller County Regulations

Exhibit F

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and RICE 315 (HOUSTON) SPV, LLC, a Delaware limited liability company, for the Bluebonnet Grove subdivision (“Agreement”). The Agreement, dated effective _____, 2026, 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.

[The remainder of this page is intentionally blank. Signatures follow on next pages]

Waller County

Carbett “Trey” J. Duhon III

County Judge

Date

STATE OF TEXAS §

§

COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 20 ___, 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

RICE 315 (HOUSTON) SPV, LLC,

a Delaware limited liability company

By: Rice 315 (Houston) Holdings, LLC, a Delaware limited liability company, its sole Member

By: APG Rice 315 (Houston) Management, LLC, a Delaware limited liability company, its Managing Member

By: APG ASLA I, LLC, a Delaware limited liability company, its sole Member

By: Avanti Properties Group III, L.L.L.P., a Delaware limited liability limited partnership, its Managing Member

By: APG III GP, LLC, a Florida limited liability company, its sole General Partner

By: Avanti Management Corporation, a Florida corporation, its Manager

By: _____

Andrew Dubill

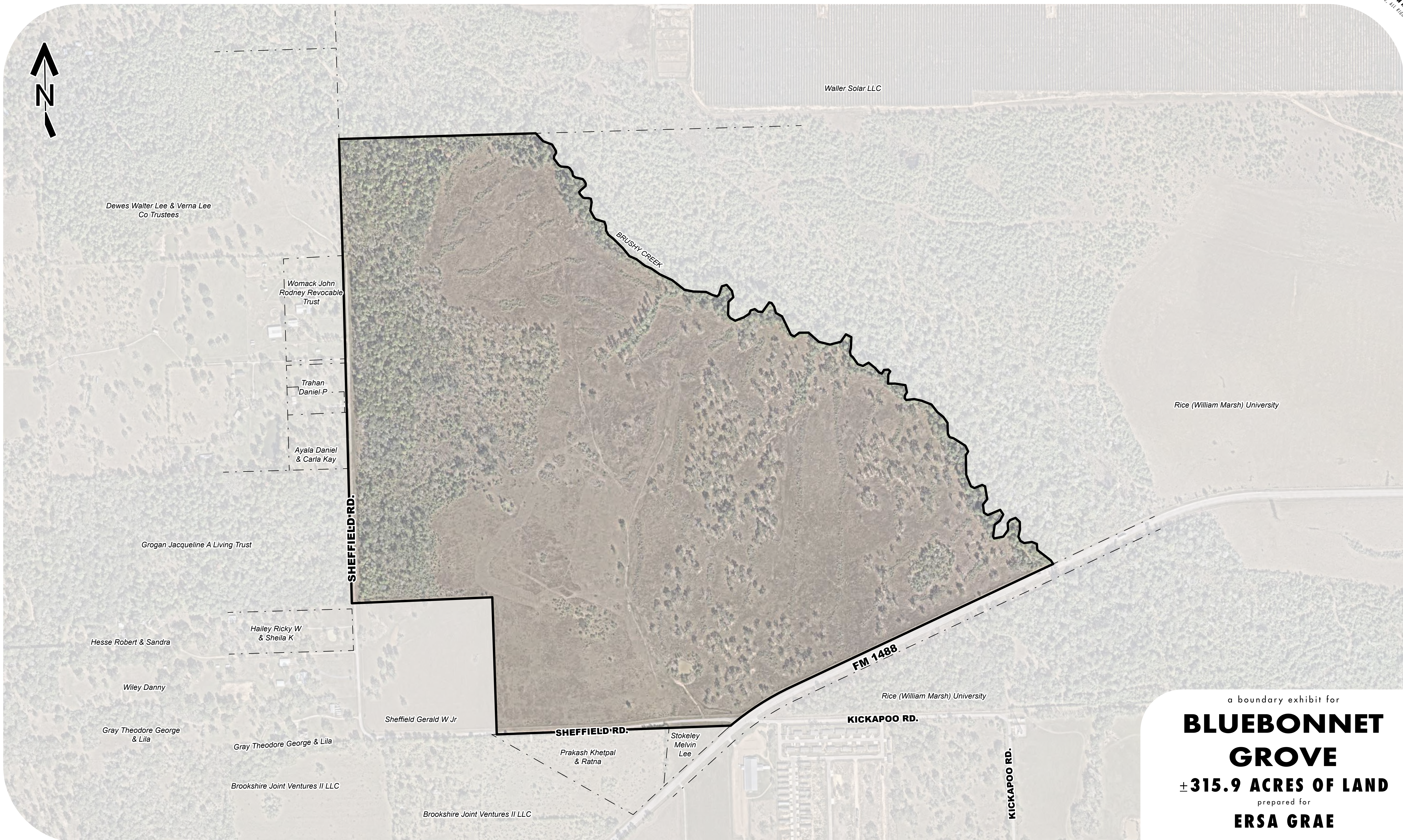
Executive Vice President

Date

STATE OF FLORIDA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 20____, by Andrew Dubill, Executive Vice President of Avanti Management Corporation, a Florida corporation, sole manager of APG III GP, LLC, a Florida limited liability company, sole General Partner of Avanti Properties Group III, L.L.L.P., a Delaware liability limited partnership, Managing Member of APG ASLA I, LLC, a Delaware limited liability company, sole Member of APG Rice 315 (Houston)Management, LLC, a Delaware limited liability company, Managing Member of Rice 315 (Houston) Holdings, LLC, a Delaware limited liability company, sole Member of RICE 315 (HOUSTON) SPV, LLC, a Delaware limited liability company.

Notary Public, State of Florida



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B-1

a boundary exhibit for
BLUEBONNET GROVE
± 315.9 ACRES OF LAND
prepared for
ERSA GRAE



24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



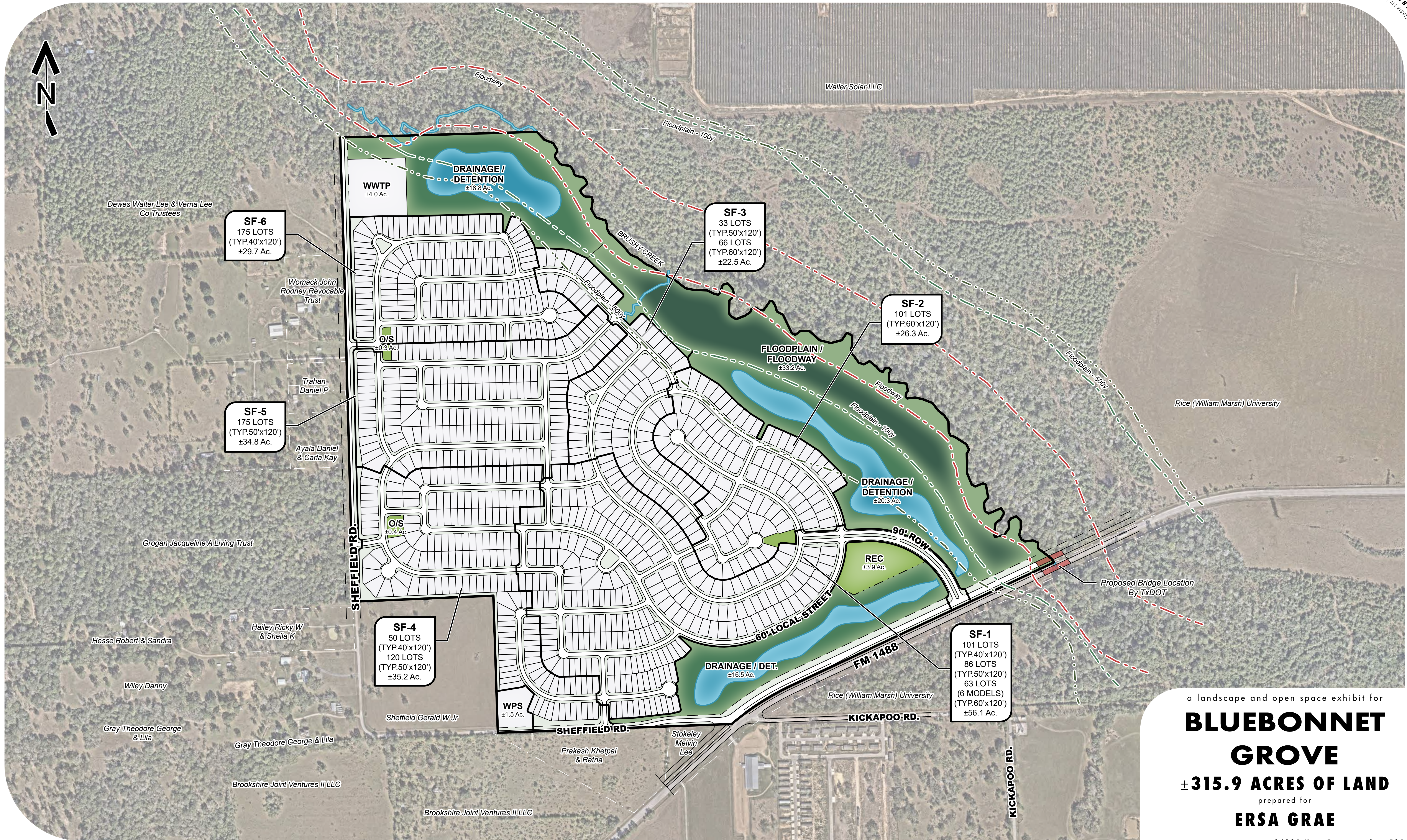
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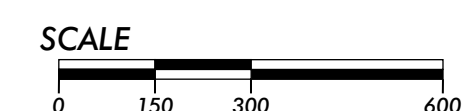
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JUNE 17, 2026



a landscape and open space exhibit for
BLUEBONNET GROVE
± 315.9 ACRES OF LAND
prepared for
ERSA GRAE



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Katy, Texas 77494
Tel: 281-810-1422



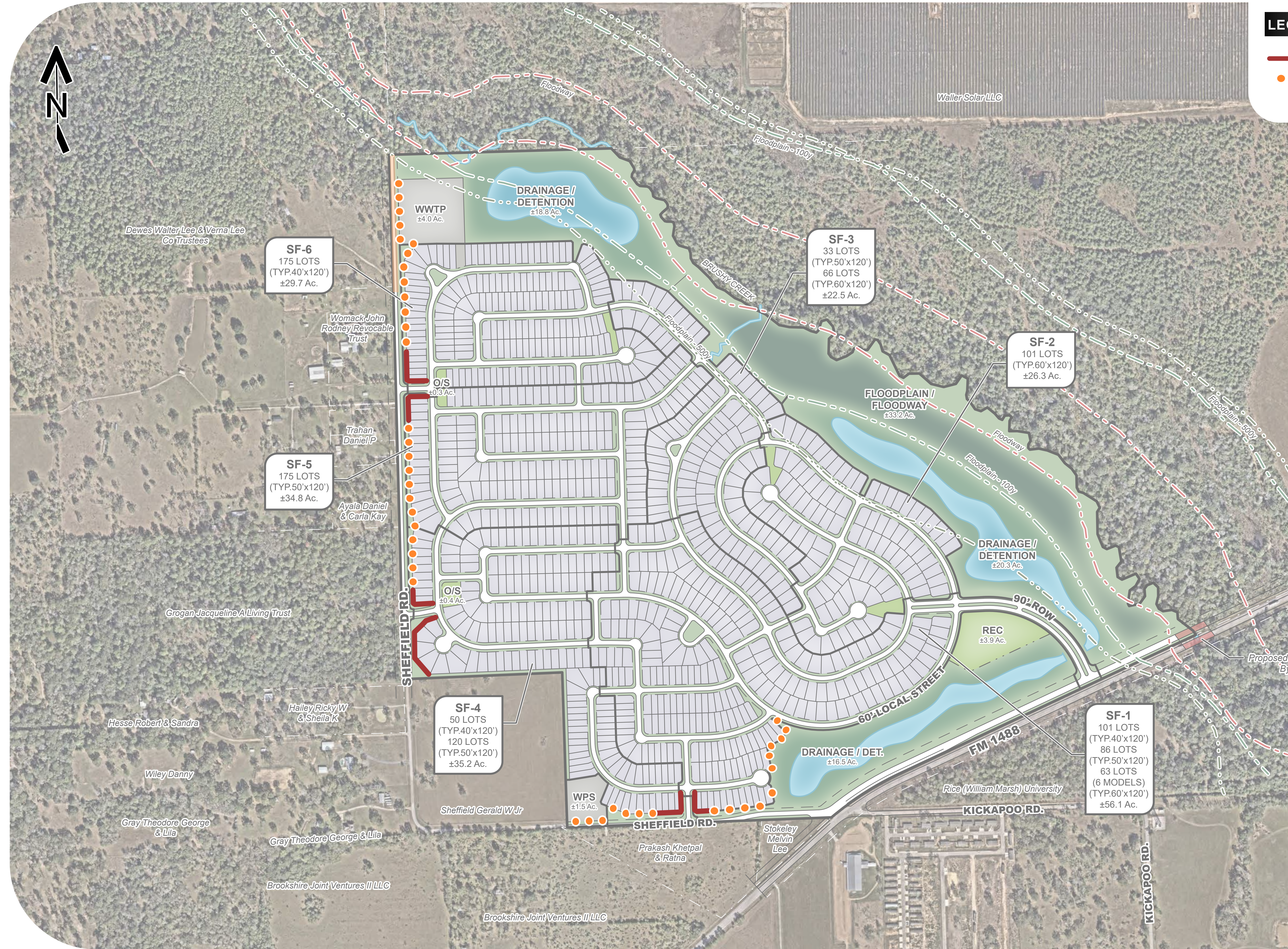
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LEGEND

- MASONRY FENCING
- UPGRADED WOOD OR MASONRY FENCING



a fencing exhibit for
BLUEBONNET GROVE
±315.9 ACRES OF LAND
prepared for
ERSA GRAE

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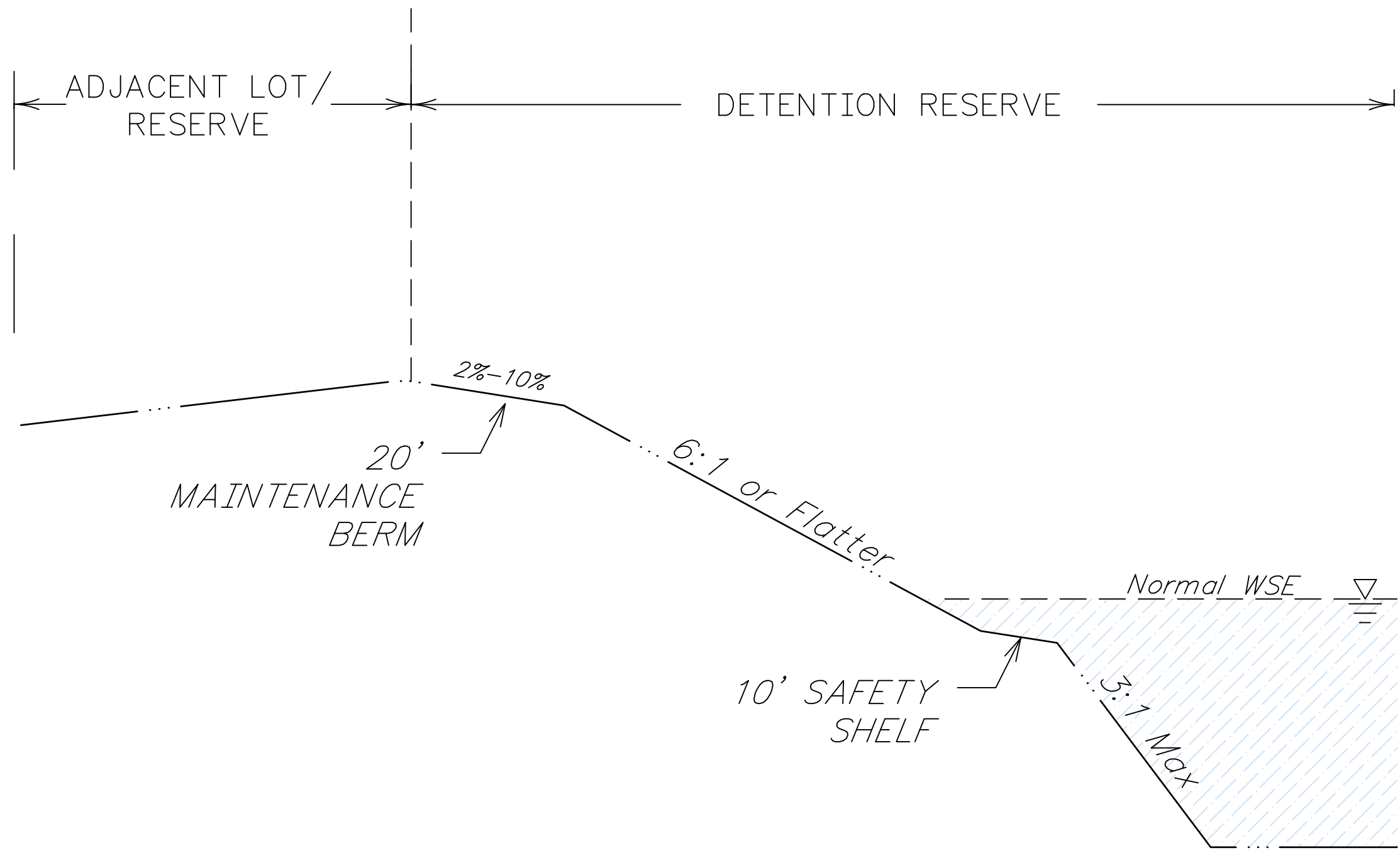
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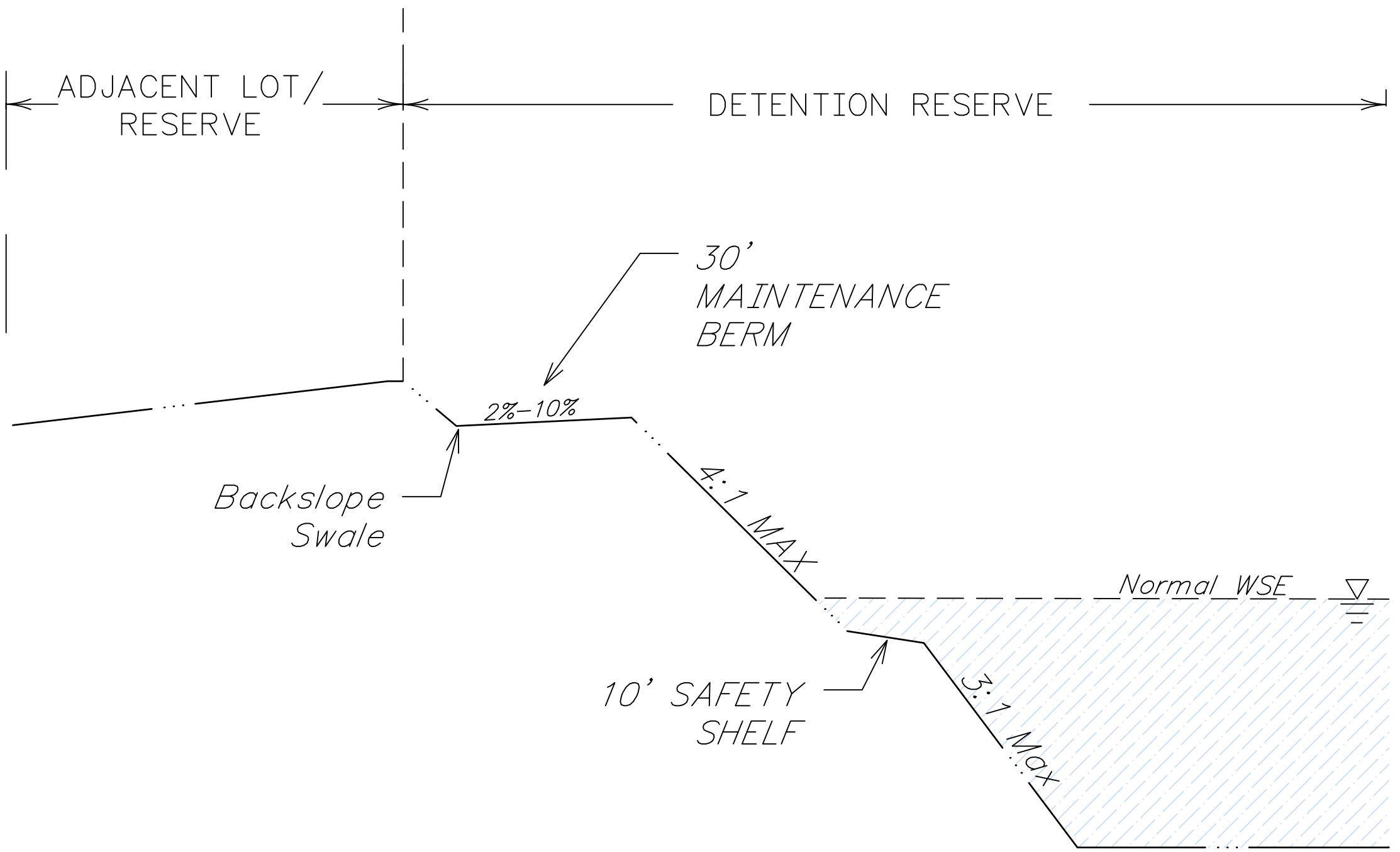
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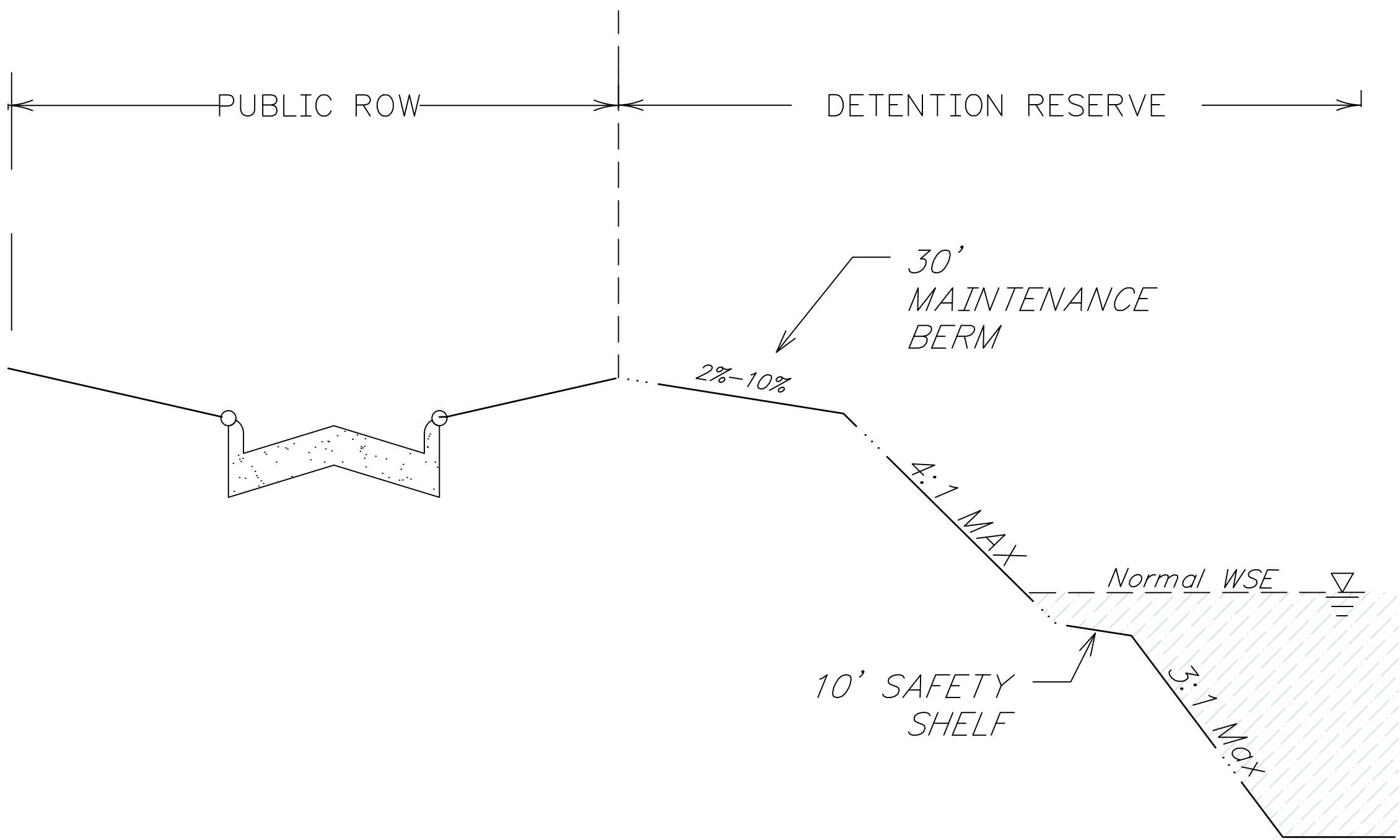
TYPICAL CROSS SECTIONS OF WET BOTTOM DETENTION BASINS



6:1 OR FLATTER SIDE SLOPE



STEEPER THAN 6:1 SIDE SLOPE



ADJACENT TO PUBLIC RIGHT-OF-WAY

a detention cross section exhibit for

BLUEBONNET GROVE

±315.9 ACRES OF LAND

prepared for

ERSA GRAE

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



B-5

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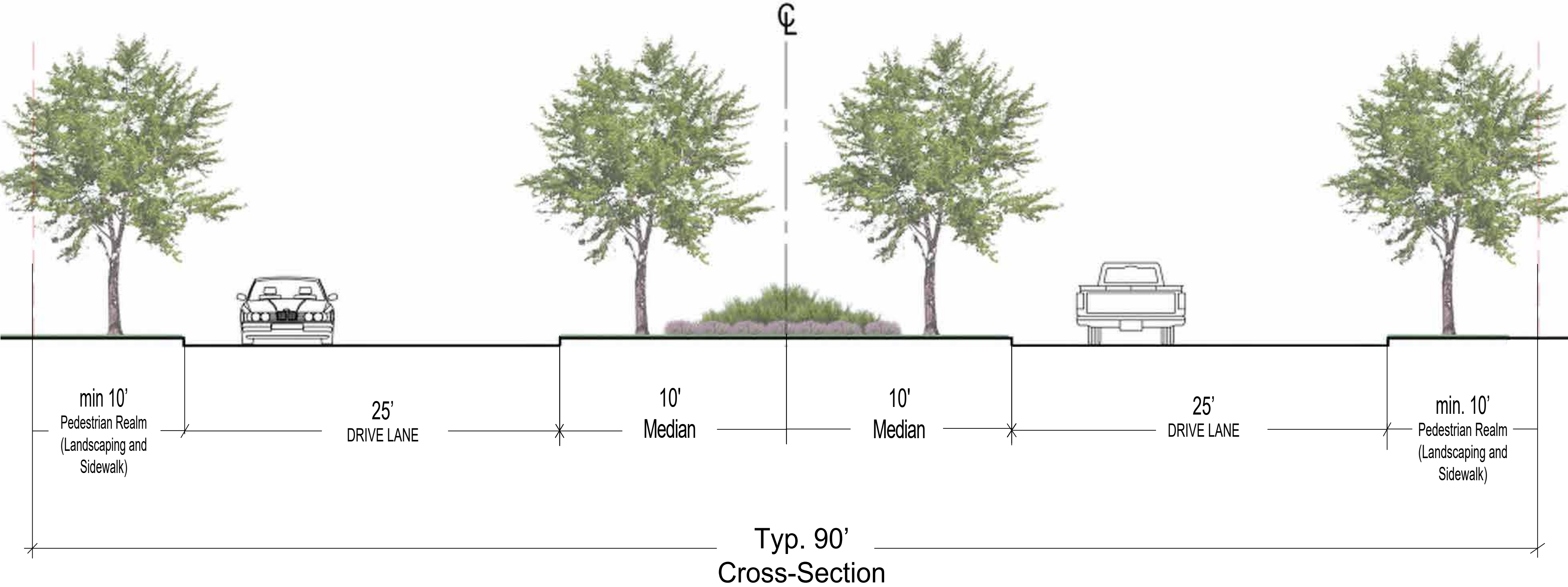
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TYPICAL COLLECTOR STREET



a collector cross section exhibit for

BLUEBONNET GROVE

± 315.9 ACRES OF LAND

prepared for

ERSA GRAE



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Katy, Texas 77494
Tel: 281-810-1422

SCALE: NTS

HOU-25003
JUNE 17, 2026

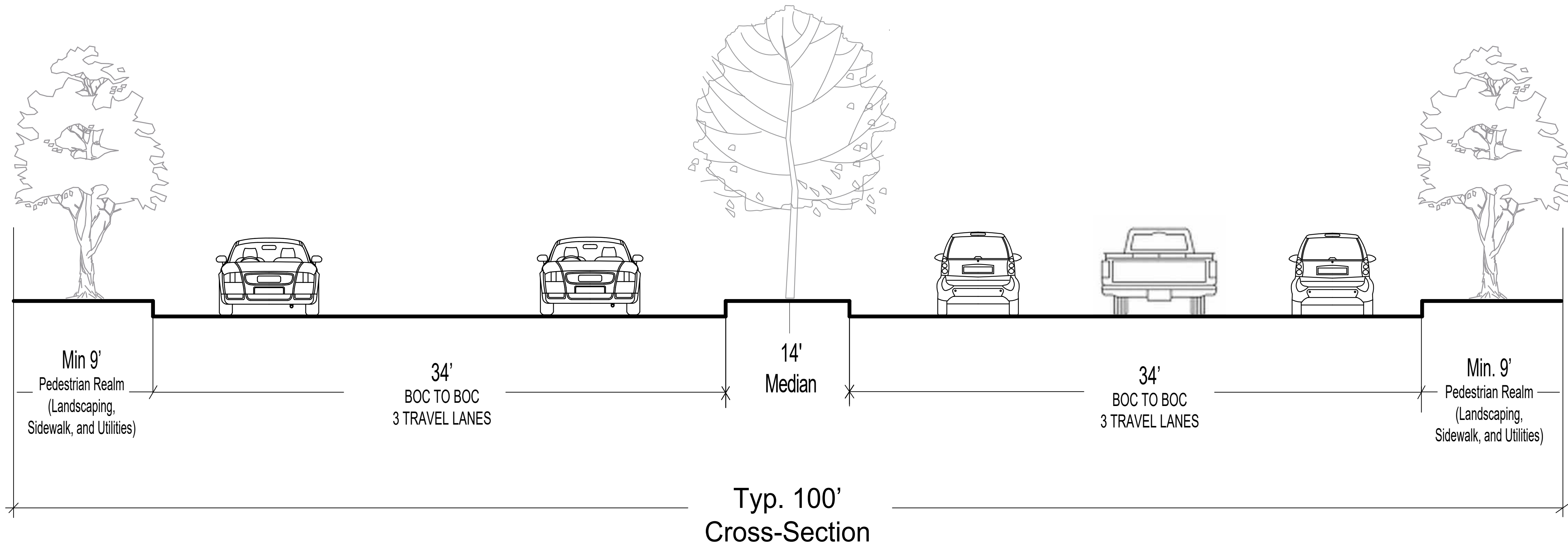
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TYPICAL THOROUGHFARE



a major thoroughfare cross section exhibit for

BLUEBONNET GROVE

± **315.9 ACRES OF LAND**

prepared for

ERSA GRAE



24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

B-7

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HOU-25003
JUNE 17, 2026



100' PROPOSED
ULTIMATE ROW

SHEFFIELD RD.
51' EXISTING ROW

PROPERTY BOUNDARY &
PROPOSED CENTERLINE

OFFSITE - OTHER OWNERS

50'

50'

35' EXISTING ROW ESMT
INSIDE BLUEBONNET
GROVE

15' EXISTING PAVING

34' PROPOSED
ROW WIDENING
BY OTHERS

15' PROPOSED ROW WIDENING
IN BLUEBONNET GROVE

16' EXISTING ROW ESMT

EXISTING PAVING

LEGEND

- BOUNDARY
- PROPOSED CENTERLINE
- EXISTING ROW
- PROPOSED ROW WIDENING
- EXISTING PAVING FILL PER SURVEY
- PROPOSED PAVING

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a Sheffield Road ROW exhibit for

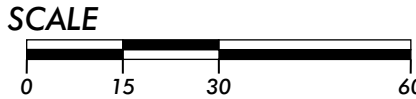
BLUEBONNET GROVE

± 315.9 ACRES OF LAND

prepared for

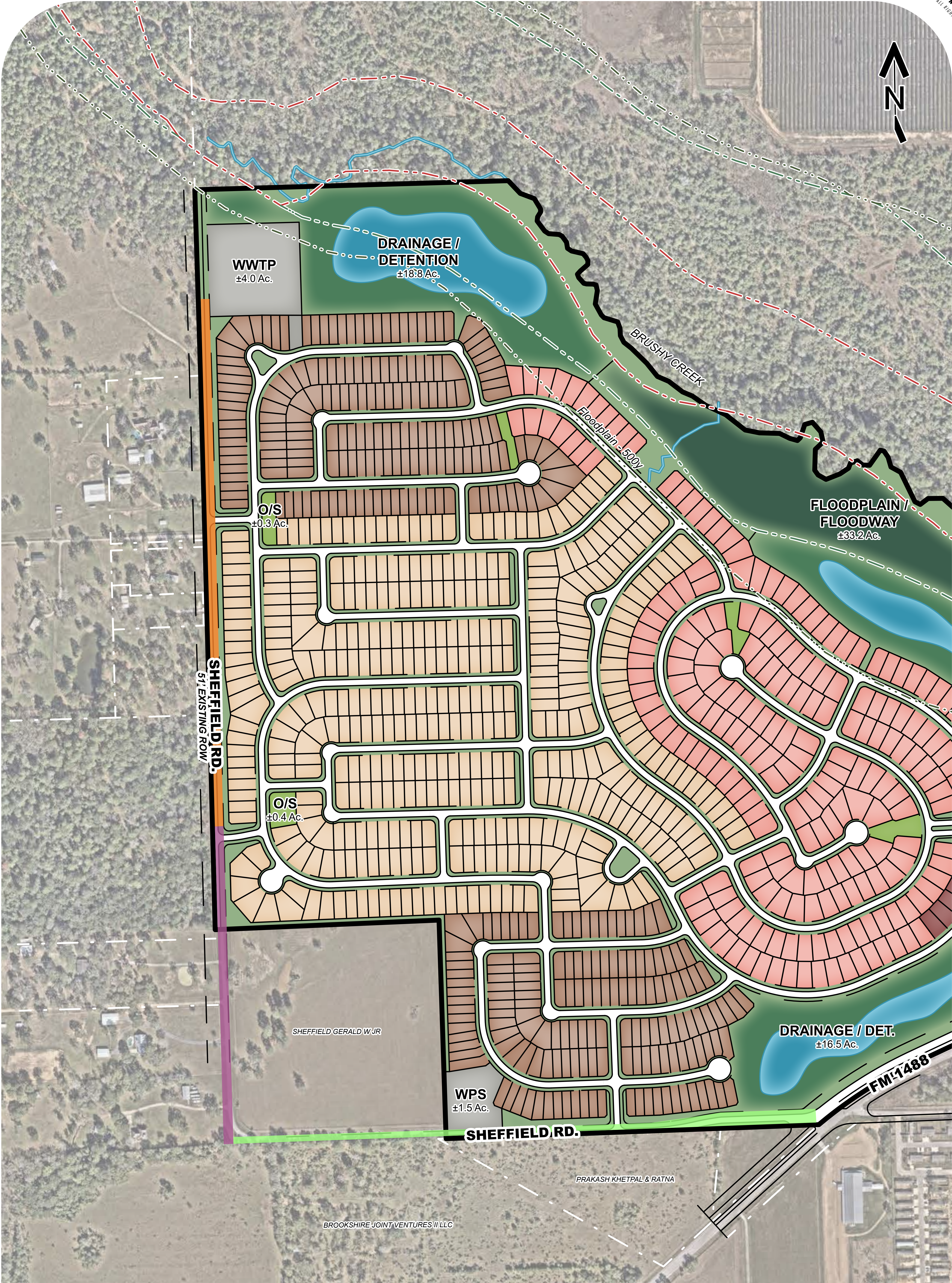
ERSA GRAE

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



HOU-25003
JUNE 17, 2026

B - 8



LEGEND

- 22' ASPHALT PAVING BY DEVELOPER
- 1/2 BOULEVARD BY DEVELOPER
- ROW DEDICATION AND DRIVEWAY ACCESS TO UTILITY

a Sheffield Road ROW improvement exhibit for

BLUEBONNET GROVE

±315.9 ACRES OF LAND

prepared for

ERSA GRAE

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



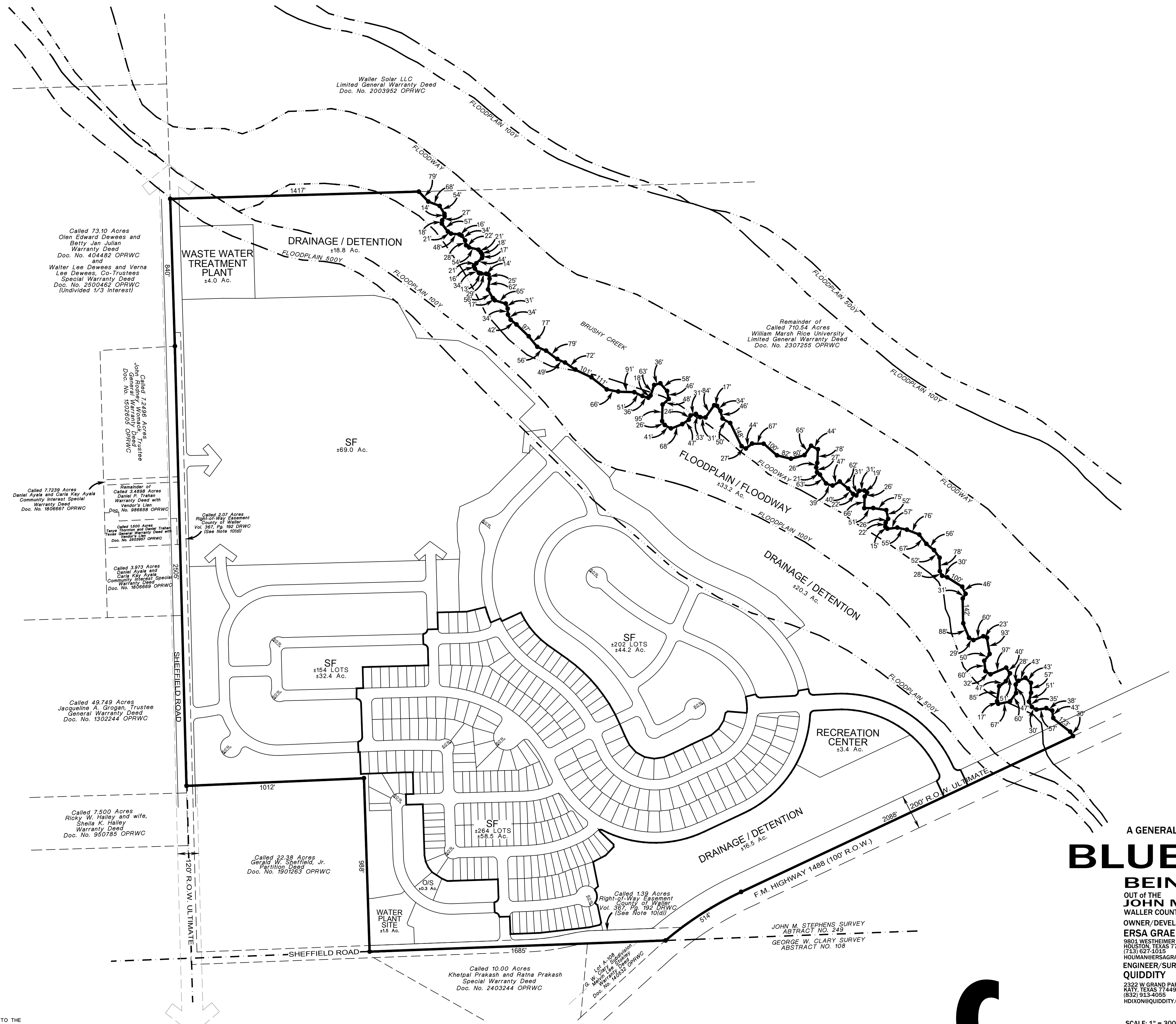
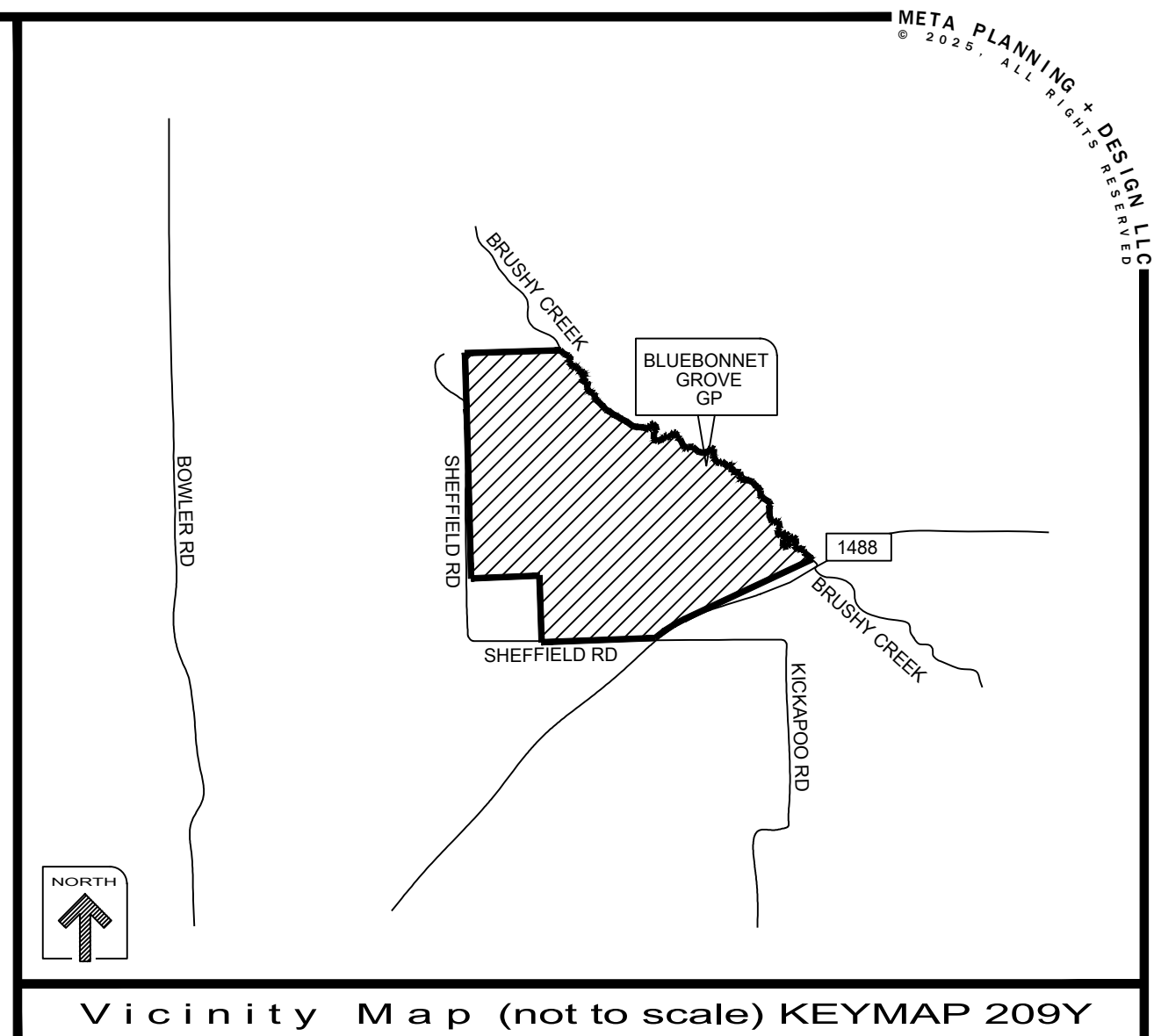
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B-9

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- GENERAL NOTE
- 1) CURRENT STREET PATTERNS AND LOT CONFIGURATIONS ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO SLIGHT CHANGES AS EACH SECTION IS PLATTED AT THE PRELIMINARY LEVEL.
 - 2) THIS GENERAL PLAN IS SUBJECT TO A FUTURE DEVELOPMENT AGREEMENT
 - 3) DETAILS FOR FUTURE PHASE UPDATES MAY BE UPDATED IN GENERAL PLAN PHASE UPDATE
 - 4) PROPOSED VARIANCES
 - A. LOT MINIMUM REDUCED TO 40'
 - B. FRONT BL. OF 20' ON RADIAL LOTS
 - C. SIDE BL. OF 10' WHERE GARAGES DO NOT HAVE ACCESS
 - D. 60' RADIUS ON CUL-DE-SACS
 - E. 250' RADIUS ON LOCAL STREET CENTER LINES

POTENTIAL LOT COUNT				
LOT TYPE	PHASE I	REMAINING	TOTAL	PERCENTAGE
UNDER 50'	+/-101 LOTS	+/-225 LOTS	+/-326 LOTS	33%
50s	+/-100 LOTS	+/-316 LOTS	+/-416 LOTS	43%
60s	+/-63 LOTS	+/-175 LOTS	+/-238 LOTS	24%
TOTAL	+/-264 LOTS	+/-716 LOTS	+/-970 LOTS	100%

LOT PROJECTIONS AND PHASING MAY BE ADJUSTED BASED ON PREVAILING MARKET CONDITIONS.

A GENERAL PLAN OF
BLUEBONNET GROVE
BEING 315.9± ACRES OF LAND

OUT of THE
JOHN M. STEPHENS SURVEY, A-249
WALLER COUNTY, TEXAS
OWNER/DEVELOPER:
ERSA GRAE
9801 WESTHEIMER RD, STE. 250
HOUSTON, TEXAS 77042
(713) 627-1015
HOU@MANGERSGRAE.COM
ENGINEER/SURVEYOR:
QUIDDITY
2322 W. GRAND PARKWAY NORTH
KATY, TEXAS 77449
(832) 913-4005
HDXON@QUIDDITY.COM

PLANNER:
META
PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422
HOU-25003

JUNE 6, 2026

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF WALLER COUNTY SUBDIVISION ORDINANCE IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE FOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE WALLER COUNTY COMMISSION'S COURT. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE GENERAL PLAN.