CITY OF HUNTSVILLE, TEXAS

Place 3 - Al Hooten, Chairman

Place 1 - Les Thompson
Place 2 - Sharon Lynch
Place 4 - Russell Barnett

Place 5 - Rhonda Capenter
Place 6 - Tommy Harris
Place 7 - Weldon Wallace

PLANNING COMMISSION AGENDA
THURSDAY, JANUARY 15, 2026, 5:30 PM

City of Huntsville Service Center Complex - Conference Center
448 Highway 75 N, Huntsville, Texas, 77340

Persons with disabilities who plan to attend this meeting and may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5413) two working days prior to the meeting for appropriate arrangements.

---

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PUBLIC HEARING

a. Regarding the Conditional Use Permit for 1857 SH 30 E.

Layne Yeager, City Planner/Airport Manager

5. CONSIDER

a. Consider the Conditional Use Permit for 1857 SH 30 E.

Layne Yeager, City Planner/Airport Manager

b. Consider the Final Plat of the Estates of Texas Grand Ranch Section 3.

Layne Yeager, City Planner/Airport Manager

c. Consider the Preliminary Plan of Evergreen Hills, Section 1.

Layne Yeager, City Planner/Airport Manager

d. Consider the Final Plat of the Evergreen Hills Section 1.

Layne Yeager, City Planner/Airport Manager

e. The minutes of the December 4th, 2025 meeting.
Layne Yeager, City Planner/Airport Manager

6. ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Commission and City Staff for which no action will be discussed or taken.

7. ADJOURNMENT

CERTIFICATE

I, Sharon Schultz, Deputy City Secretary, do hereby certify that the above notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.HuntsvilleTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: January 8, 2026

TIME OF POSTING: 2:30 p.m.
TAKEN DOWN:

Sharon Schultz

Sharon Schultz, Deputy City Secretary

PLANNING COMMISSION
AGENDA ITEM DISCUSSION FORM

Prepared by: Deborah Capaccioli, Planner Layne Yeager, City Planner

MEETING DATE: January 15, 2026

SUBJECT: Conditional Use

TYPE OF REVIEW: Conditional Use Permit

APPLICANT: Pastors Rebecca and Daniel Kash

LOCATION: Walker County Parcel ID # 18981, 1857 SH 30 E

FACTS, CODE REQUIREMENTS AND CONDITIONS

Staff received an application from the property owner for a Conditional Use Permit for a called 1.87-acre tract of land located at 1857 SH 30 E, Walker County Property ID #18981 to allow for a religious assembly. Adjacent adjoining properties are designated as MR and MU. The surrounding properties are developed, or undeveloped. Within the vicinity of this subject property, there are multiple properties identified as Mixed Use (MU) and Medium Density Residential (MR).

Conditional use approval procedure is intended to provide a transparent, public review process for land uses that, because of their widely varying design and operational characteristics, require case-by-case review in order to determine whether they will be compatible with surrounding uses and development patterns. The Planning Commission must hold a public hearing on the proposed conditional use. Commission must then act, by simple majority vote, to recommend approval, approval with conditions, or denial of the request and convey its recommendation to City Council. City Council will also hold a public hearing on the proposed conditional use and then act, by simple majority vote, to recommend approval, approval with conditions, or denial of the request and convey its recommendation to City. The City Council may also remand the proposed conditional use application to the Planning Commission for further consideration.

No conditional use may be recommended for approval or approved unless the respective review or decision-making body determines that evidence has been submitted to support each of the following conclusions:

- That the proposed use is consistent with the Comprehensive Plan;
- That adequate utilities, roads, drainage and other necessary infrastructure facilities and public services are or will be available to serve proposed use.
- That the proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.
- The proposed use meets all supplemental regulations for the subject use.

The **attached Letter of Conditional Approval** provides **draft** conditions that would serve to mitigate possible nuisance effects of the development on surrounding properties. These conditions are intended to address noise, intrusive lighting, maintenance, visual clutter, and parking concerns, etc.

STAFF RECOMMENDATION:

*Staff finds that the proposed use will **not** be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity greater than any other use allowed by right in the Medium Density Residential District. Possible injurious effects on surrounding property value may be mitigated by the conditions of approval included in the draft Letter of Conditional Approval because the proposed conditions would provide sufficient improvements and buffering to create a safe and attractive environment for continued development in that area.*

*Due to this, **staff recommend approval** of the Conditional Use Permit, with the conditions outlined in the **Letter of Conditional Approval**. Final action will be decided by City Council.*

ATTACHMENTS:

Vicinity map
Application
Zoning Map
Letter of Conditional Approval

Conditional Use Permit Application

City of Huntsville | 448 State Highway 75 North| Huntsville, TX 77320 | 936-294-5782

Applicant Information – As authorized by the property owner(s)

Name EXALTED CHRIST CHURCH (PASTORS DANIEL & REBECCA KASH)

1405 AVENUE M — Mailing Address
HUNTSVILLE — City
TX — State
77340 — Zip Code

Phone Number 832-572-0406 Alternate Phone Number 936-650-2811

E-mail: EXALTEDCHRISTCHURCH@YAHOO.COM

I hereby submit this request for the below Conditional Use Permit.

Signature — Date 11/21/2025

Property Owner Information [If more than one property owner, check ☐ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for conditional use permit; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to this application.

Name PASTOR REBECCA KASH

3527 WHITE OAK POINT DR — Mailing Address
CONROE — City
TX — State
77304 — Zip Code

Phone Number 908-937-7857 Alternate Phone Number 832 572 0406

Signature — Date 11/21/2025

Proposed Location for Conditional Use Permit

Address or general location for the Conditional Use Permit. (Staff will assist with providing maps.)

1857 SH30E HUNTSVILLE TX 77320

Zoning District

Zoning District

- ☐ Medium Density Residential
- ☐ High Density Residential
- ☐ Simple Living Residential
- ☒ Mixed Use
- ☐ Industrial
- ☐ Public and Institutional
- ☐ Downtown
- ☐ Planned Development

Proposed Use and Additional Information

Please provide any additional information pertinent to the City's decision for this Conditional Use Permit. You may attach additional sheets as necessary.

To use for church for worship to bless our community and other multipurpose use.

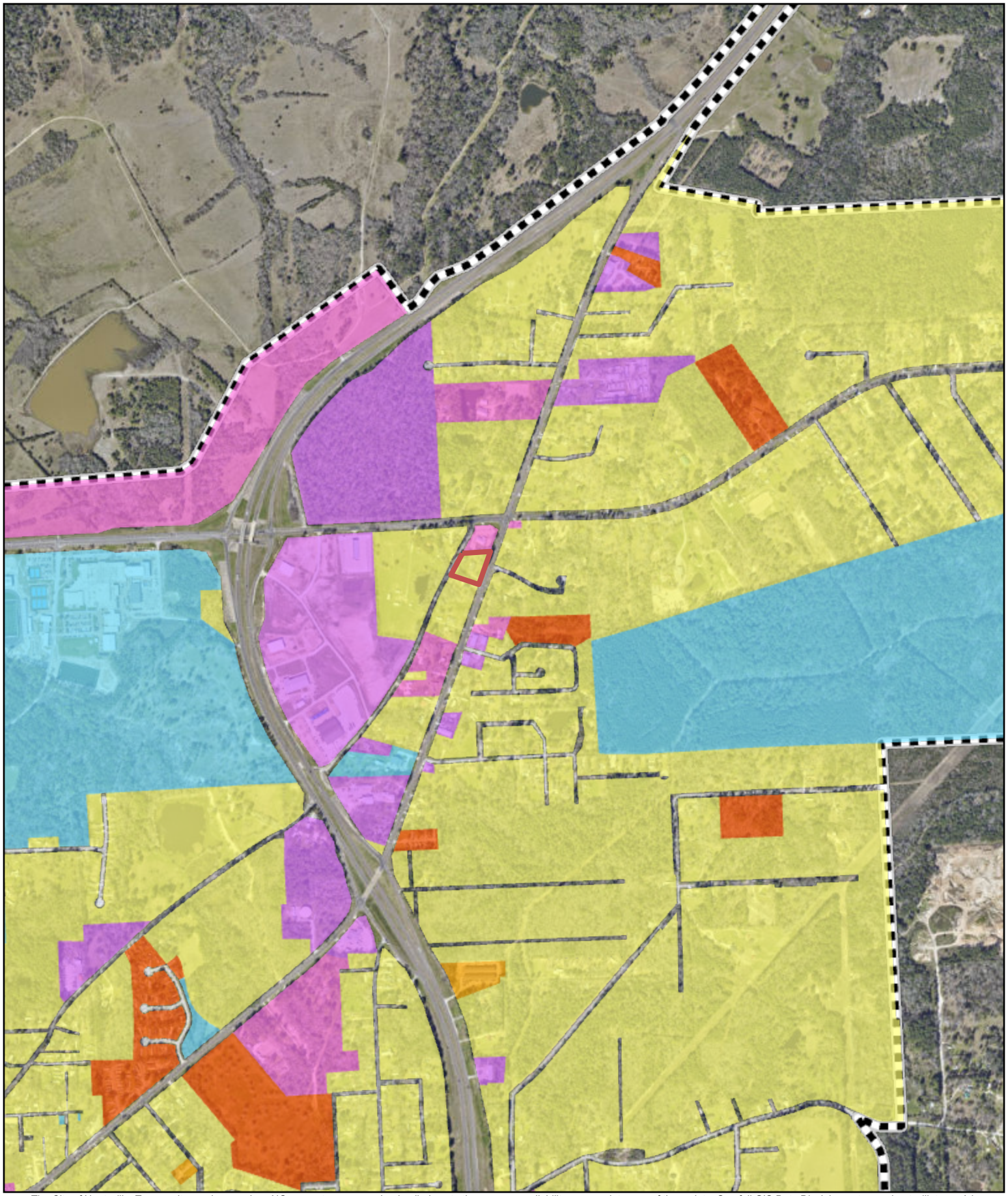
Fees

$300.00 Application Fee

Public Hearing

Public hearings are required for this request. City staff will complete all the requirements of the public hearing notice process.

For Staff Use Only				
Received By and Date:	Fee Paid:	Planning Commission Date:	City Council Date:	Outcome:



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

1:15,000

On 8.5 x 11 inch Print

0 0.13 0.25 0.5 mi

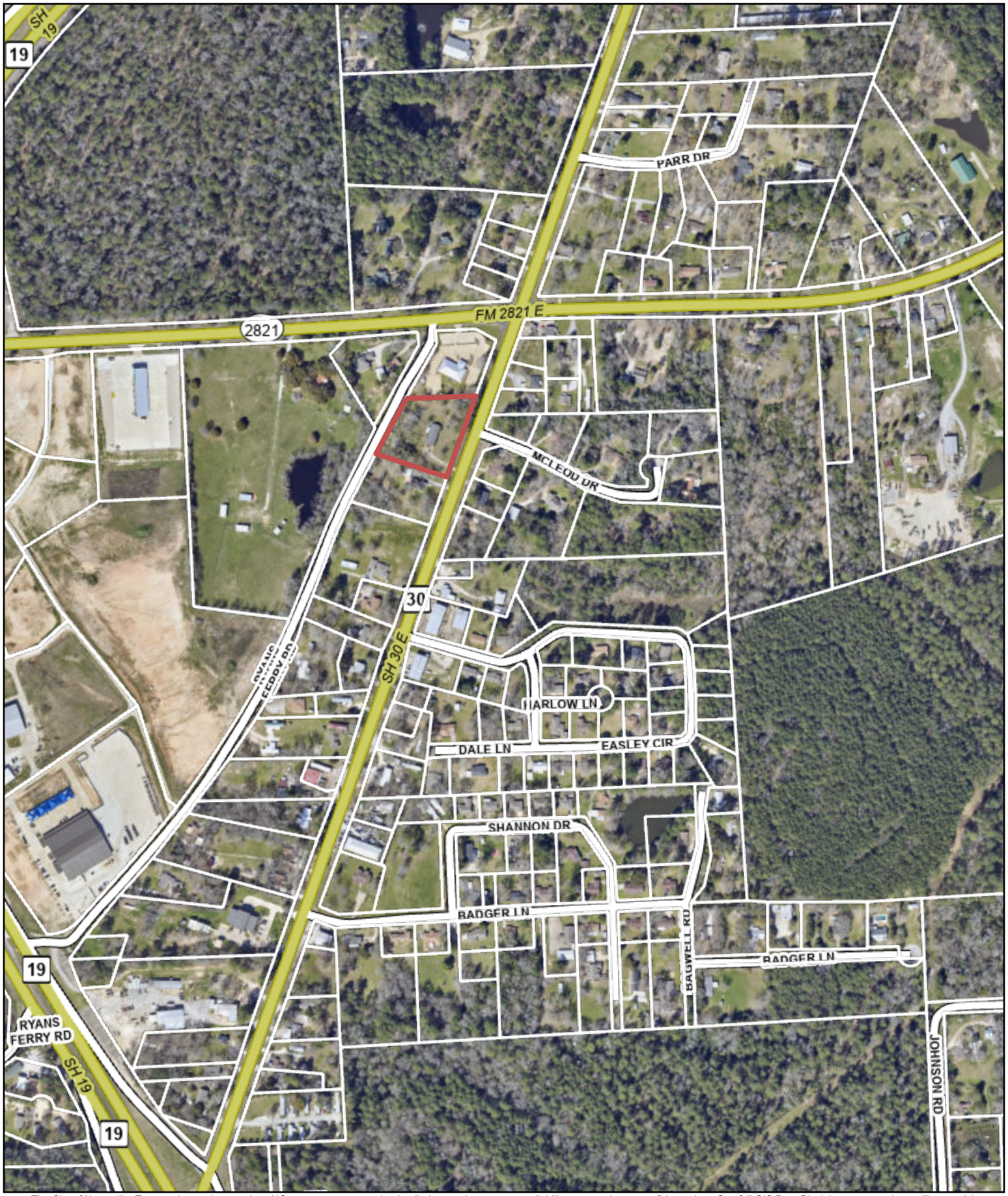
On Any Print Size

CREATED DATE: 1/7/2026

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

1857 SH 30 E ZONING MAP

Service Layer Credits: The City of Huntsville, TX GIS Division



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1:6,000

On 8.5 x 11 inch Print

0 0.05 0.1 0.2 mi

On Any Print Size

CREATED DATE: 8/8/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

1857 SH 30 E

Service Layer Credits: The City of Huntsville, TX GIS Division

CITY OF
Huntsville
Incorporated in 1845 under the Republic of Texas

January 15, 2026

Exalted Christ Church
Attn: Pastors Daniel and Rebecca Kash
1405 Avenue M
Huntsville, Texas 77340

Re: CUP 04-2019; Application for Purpose-Built Shared Housing, Attached.

Dear Pastor Kash,

The City of Huntsville City Council approved your Conditional Use Permit on January 15, 2026, subject to the following conditions:

1. Expansion of any parking surfaces as needed should be placed to the rear or north side of the property opposite the adjacent residential properties.

5. The developer shall make reasonable efforts to retain as many mature trees as possible to maintain the buffer between the subject property and adjacent properties.

6. A perimeter buffer adjacent to 1805 SH 30 E shall incorporate a dense vegetation buffer, in the following manner:

    a. A minimum of one (1) 15-gallon tree shall be planted at a maximum spacing of twenty (20)-foot intervals within five (5) feet of the required fencing. Understory planting should fill in between plantings to for a solid vegetation barrier.

    b. Variations in the tree planting requirements in setback areas may be permitted in effective use with existing trees and vegetation to provide an adequate landscaped buffer between the housing development and adjoining ROWs.

    c. A 6-foot high wood privacy fence shall be constructed along the property line where adjacent to existing single-family residential properties.

9. No part of the front setback of the development may be paved or otherwise covered in impervious material, except for the area required for vehicle and pedestrian access.

10. An approved photometric plan is required.

11. This document and an accompanying approved site plan constitute Conditional Use Permit 01-2026.

Please make note of the following excerpt from the ***Development Code, Section 12.809 Lapse of Approval***.

12.809.A An approved conditional use application will lapse and have no further effect 18 months after it is approved by the City Council, unless:

1. A building permit has been issued (if required);
2. A certificate of occupancy has been issued; or
3. The conditional use has been lawfully established.

12.809.B The City Council is authorized to extend the expiration period for good cause on up to 2 separate occasions, by up to one year each. Requests for extensions must be submitted to the City Planner and forwarded to the City Council for a final decision.12.809.C A conditional use also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the conditional use approval.

This letter serves as your authorization to proceed with the necessary permitting for the project. If we may be of further service to you, please do not hesitate to contact us at 936-294-5781.

Respectfully,

Deborah Capaccioli
Planner

PLANNING COMMISSION
AGENDA ITEM DISCUSSION FORM

Prepared by: Layne Yeager, City Planner

MEETING DATE: January 15, 2026

SUBJECT: The Estates of Texas Grand Ranch, Section 3 - Final Plat

TYPE OF REVIEW: Subdivision Plat

APPLICANT: Mike Namken

FACTS, CODE REQUIREMENTS AND CONDITIONS

The subject property is currently undeveloped and is approximately 224.40 acres in size. It is proposed to be The Estates of Texas Grand Ranch Section 3. It will be located off Lonestar Road in the Huntsville ETJ. The properties adjacent to the subject property are large single-family residence located adjacent to the north and west of the subject property.

Section 3 will consist of 135 lots and 2 reserves with a lot density of 0.59 lots per acres and will be for single-family residential.

On December 20, 2022, a Development Agreement was signed by the city, and it included the following Modification to Subdivision Standards:

- A waiver from Article 10.405 and 10.406 of the Development Code to allow for block lengths in excess of 1,200 feet and cul-de-sacs in excess of 1,000 feet or that serves more than 15 dwelling units.
- A waiver from Article 10.1000 of the Development Code to allow for approved lighting at all intersections only.
- A waiver from Article 10.700 to allow for the installation of approved alternative sewage treatment facilities on site for each individual lot.
- A waiver from Article 10.1300 of the Development Code to allow for utilities to be located overhead or underground.
- A waiver from Article 10.504 and 10.901 to allow for 3.5 miles of designated walking areas and +/- 30 miles of nature trail easements in lieu of sidewalks.
- A waiver from Article 10.400 of the Development Code to allow for streets to be 2” asphalt with a paved surface of 26’ and a 2’ paved shoulder. Each street must have a minimum of 60’ dedicated right-of-way.
- A waiver from Article 10.600 to allow for fire hydrant spacing at a maximum of 1,000-foot separation.

At the July 3, 2025, Planning Commission meeting, the Commission unanimously voted to approve the Preliminary Plan for The Estates of Texas Grand Ranch Section 3. According to the site plan, there will be several entrance/exit points into the community from Lonestar Road and there will also be an entrance/exit from Outland Ranch Road to the IH-45 Service Road.

The setbacks will be 65' on the front, 20' in the rear, and 10' on the sides. There will be approximately 2.2 miles of nature trail easements and 1.7 miles of additional walking trails.

The construction of public improvements, streets, water, and drainage facilities are required for the proposed development. The Developer will be required to provide any off-site infrastructure required for the subdivision per the requirements of the *Development Code* and the City's Engineering Design Criteria.

The final civil engineering plans have been reviewed and are pending approval once the Maintenance Agreement Permit is confirmed with the county as to who will maintain the common areas. Since the preliminary plan has been approved, the Final Plat is being presented to the Commission for review and approval.

STAFF RECOMMENDATION:

As it is in compliance with the Development Code residential subdivision regulations, staff recommends ***approval*** *of the Final Plat as submitted for The Estates of Texas Grand Ranch Section 3.*

ATTACHMENTS:

Final Plat
Vicinity map

Minor/Final Subdivision Application

City of Huntsville | 448 State Highway 75 North| Huntsville, TX 77320 | 936-294-5782

Subdivision Name

ESTATES OF TEXAS GRAND RANCH SECTION 3

Type of Subdivision

☐ Minor *4 or fewer lots and no extension of public infrastructure ☑ Final ☐ Modification(s) & Waiver(s) of Subdivision Standards Needed

Subject Property Information – [This is for information pertaining to the exact site the development is to take place]

Located in (Choose One) ☐ City Limits ☑ Extra-Territorial Jurisdiction (ETJ)

Address or General Location: North and South of Lonestar Road, and to the West of Estates of TGR Sect. 3

Current Water Service ☐ None ☑ City ☐ Private Well ☐ Utility District

Current Sewer Service ☑ None ☐ City ☐ Septic ☐ Aerobic

Proposed Use of Land: Residential

Property Owner Information [If more than one property owner, check ☐ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for development; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to the subdivision process (with the exception of the signature on the plat).

Name: I TEXAS GRAND RANCH, LLC, Authorized Agent: Renee Howes

Mailing Address	City	State	Zip Code
1015A S.H. 150	New Waverly	TX	77358

Phone Number: 928-713-1841 Alternate Phone Number:

E-mail: rhowesconsulting@gmail.com

Renee Howes — Owner's Signature Required — Date: 11-26-2025

Applicant Information [As authorized by the property owner(s)]

Name: Mike Namken

Mailing Address	City	State	Zip Code
1025 12th Street	Huntsville	TX	77340

Phone Number: 936-661-3325 Alternate Phone Number:

E-mail: mike@namkeninc.com

Mike Namken — Applicant's Signature — Date: 11-26-2025

Surveyor Information

Name: Michael Namken Company: Namken, Inc.

1025 12th Street (Mailing Address) | Huntsville (City) | TX (State) | 77340 (Zip Code)

Phone Number: 936-661-3325 Alternate Phone Number:

E-mail: mike@namkeninc.com

Engineer Information (if applicable)

Name: JESSE McLAURY, PE Company: Spear Point Engineering, LLC

902 W. Martin Luther King Blvd, STE 100 (Mailing Address) | Willis (City) | TX (State) | 77378 (Zip Code)

Phone Number: 936-256-2626 Alternate Phone Number:

E-mail: jesse@spetexas.com

Approved Public Improvement Plans or Permits (if applicable)

☐	Utility Layout Plans	☐	Flood Plain Permit
☐	Water/Sewer Plans	☐	Sanitary Sewer Report
☐	Street Plans	☐	TxDOT
☐	Grading/Drainage Plans	☐	

Choose One Option:

☐	Public Improvements will be constructed prior to filing the plat		
	- Agreement to Construct Public Improvements Submitted	Received	Complete
☐	A Letter of Credit/Bond will be issued in order for the plat to be filed		
	- Letter/Bond Submitted	Received	

Items to Submit With this Application

✔	4 **paper** copies of the Plat (18" x 24")	
✔	Plat Fee (Total Amount $ 350.00)	
	Release of Easements (if applicable)	
✔	Deed or Title to Property being Platted	

Items to be Submitted When Requested

	10 **paper** copies of Plat (11"x17" or 18" x 24")	
	Tax Certificates(s) with **ZERO** balance	
	2 copies of the Plat on **Mylar** (18" x 24")	
	Filing Fee (Total Amount - $_____)	

Subdivision Platting and Filing Fees (payable to the "City of Huntsville")

Final Plat	$350.00	Filing Fee	This fee will be collected prior to filing the document. The fee will be the actual cost at the time of filing with the Walker County Clerk's Office.
Minor Plat	$250.00		

Modifications & Waivers of Subdivision Standards for Preliminary Plans & Final Plats

[If applicable, please check ☐ & fill out next page of application.] **Additional Fee Required**

For Staff Use Only		
Received/By:	Staff or Planning Commission Approval:	Filed:

Modifications & Waivers of Subdivision Standards Information

Applicant Name

Mike Namken

Please provide a description of your request.

Questions

Please answer the following questions. Attach a separate sheet if additional space is needed.

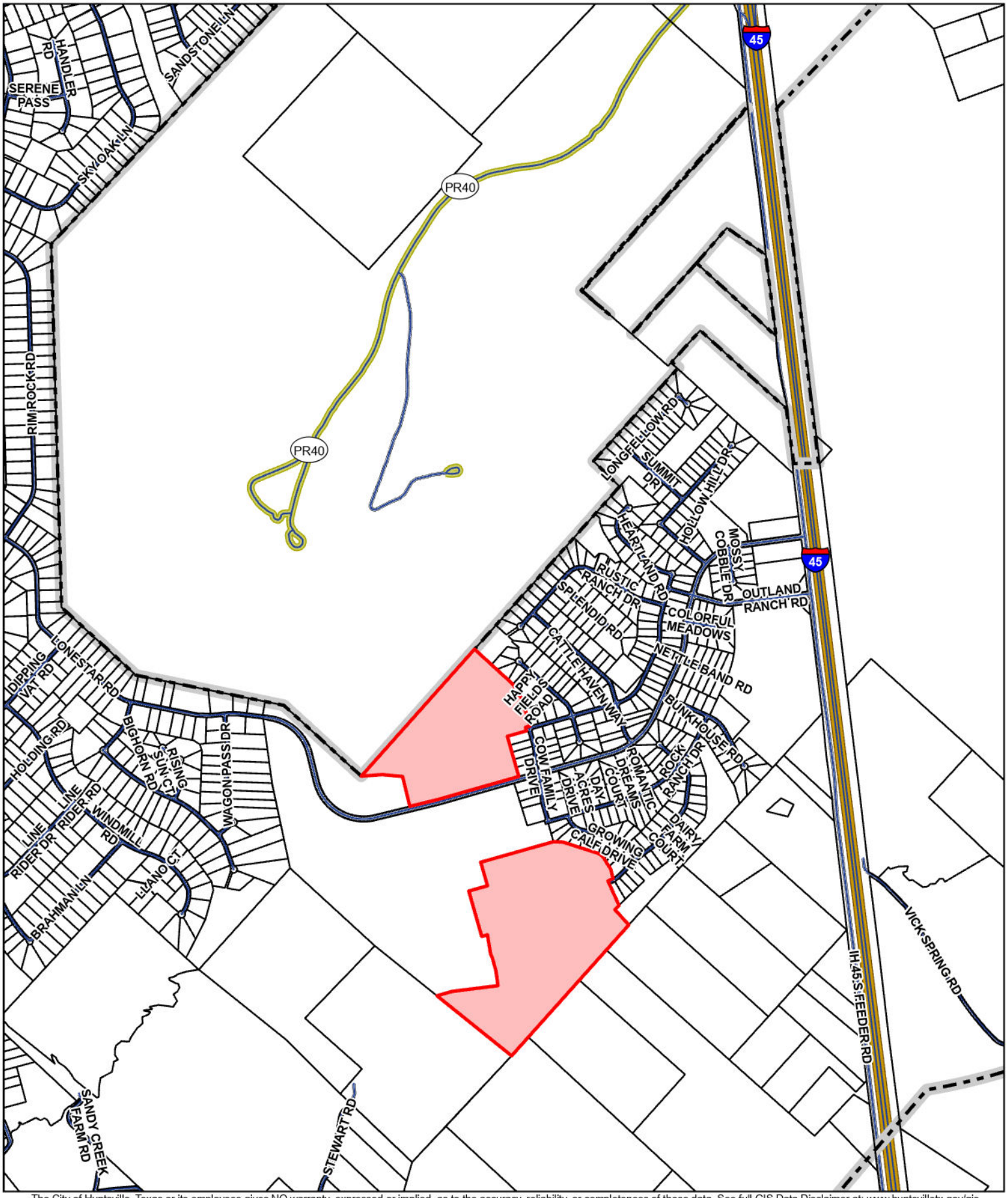
1. Are there special circumstances or conditions affecting the property?

2. Is the waiver or modification necessary for the reasonable and appropriate development of the property and it is not a greater modification or waiver than is required to allow reasonable and appropriate development of the subject property?

3. Will the granting of the waiver or modification be detrimental to the public welfare or be injurious to other property in the vicinity in which the subject property is situated?

Application Fee $350

For Staff Use Only			
Received/By:	Fee Paid:	Planning Commission Date:	Outcome:



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0 800 1,600 3,200 Feet

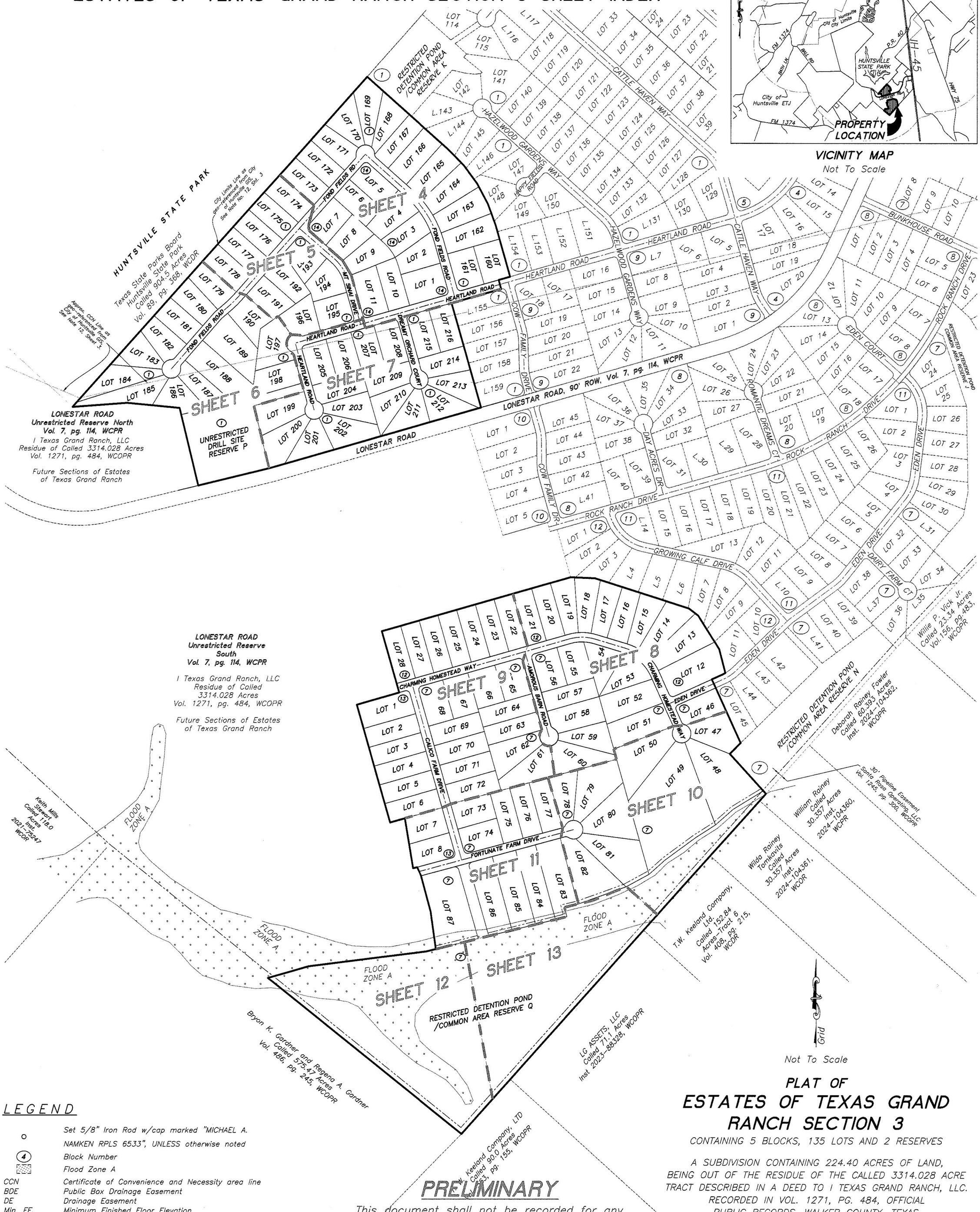
CREATED DATE: 12/10/2025

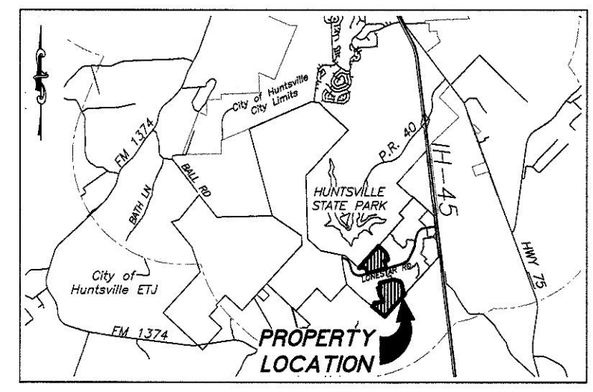
CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

ESTATES OF TEXAS GRAND RANCH SECTION 3

Service Layer Credits: The City of Huntsville, TX GIS Division

ESTATES OF TEXAS GRAND RANCH SECTION 3 SHEET INDEX





VICINITY MAP
Not To Scale

LEGEND

○	Set 5/8" Iron Rod w/cap marked "MICHAEL A. NAMKEN RPLS 6533", UNLESS otherwise noted
(4)	Block Number
	Flood Zone A
CCN	Certificate of Convenience and Necessity area line
BDE	Public Box Drainage Easement
DE	Drainage Easement
Min. FF.	Minimum Finished Floor Elevation
NCZ	No Clear Zone
NCZPP	No Clear Zone Private Property
NCZR	No Clear Zone Reserves
NCZSP	No Clear Zone State Park
NTE	Nature Trail Easement
PUE	Public Utility Easement
VB	Vegetative Buffer
VWDE	Variable Width Private Drainage Easement
WCDR	Walker County Deed Records
WCOPR	Walker County Official Public Records
WCOR	Walker County Official Records
WCPR	Walker County Plat Records

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

INDIVIDUAL SHEETS INDEX

1	Vicinity Map, Sheet Number Layout	8	Blocks 7 and 12
2	Certifications and Dedications	9	Blocks 7, 12, 13
3	Line and Curve Tables, Notes	10	Block 7
4	Blocks 1 and 14	11	Blocks 7 and 13
5	Block 1	12	Block 7
6	Block 1	13	Block 7
7	Block 1		

PLAT OF ESTATES OF TEXAS GRAND RANCH SECTION 3

CONTAINING 5 BLOCKS, 135 LOTS AND 2 RESERVES

A SUBDIVISION CONTAINING 224.40 ACRES OF LAND, BEING OUT OF THE RESIDUE OF THE CALLED 3314.028 ACRE TRACT DESCRIBED IN A DEED TO I TEXAS GRAND RANCH, LLC. RECORDED IN VOL. 1271, PG. 484, OFFICIAL PUBLIC RECORDS, WALKER COUNTY, TEXAS,

JOHN W. INGERSOLL LEAGUE, A-27

WALKER COUNTY, TEXAS

NOVEMBER 2025

NAMKEN, INC.
P.O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 24-012

SHEET 1 OF 13

\\192.168.1.51\Namken\NSCI Jobs\01 Survey\JOBS-2024-012 ETGR SECTION 3\DWG\PLAT - E-S3\24-012 ETGR S3 PLAT.dwg 11/26/2025 15:31:20 DGM

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF WALKER §

I TEXAS GRAND RANCH, LLC, owner of the land shown on this plat, and designated as the ESTATES OF TEXAS GRAND RANCH SECTION 3 in the ETJ of the City of Huntsville, Walker County, Texas, and whose name is subscribed hereto, hereby dedicates to the public forever the use of all streets, parks, utility easements; and to the use of the Estates of Texas Grand Ranch Property Owners Association all public places shown hereon for the purpose and consideration therein expressed.

I TEXAS GRAND RANCH, LLC

_____

By: RENEE HOWES, AUTHORIZED AGENT

OWNER / DEVELOPER

Texas Grand Ranch LLC,
1015A S.H. 150,
New Waverly, TX 77358
928-713-1841

Renee Howes,
Authorized Agent
P.O. Box 261,
Skull Valley, AZ 86338
rhowesconsulting@gmail.com

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me

Dated this _____ day of _____, 20 _____
by RENEE HOWES.

_____

Notary Public for State of Texas

CERTIFICATION BY THE ENGINEER

STATE OF TEXAS §
COUNTY OF WALKER §

I, Jesse McLaury, Registered Professional Engineer No. 152975 in the State of Texas, hereby certify that proper engineering consideration has been given to this plat regarding design, construction and layout of public improvements.

PRELIMINARY
NOT FOR RECORD

Jesse McLaury
Registered Professional Engineer
Texas Registration No. 152975

Spear Point Engineering, LLC
TBPELS Firm No. 18904
604 W. Worsham Street, Suite 100
Willis, TX 77378

CERTIFICATION BY THE SURVEYOR

I, Michael A. Namken, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

PRELIMINARY
NOT FOR RECORD

Michael A. Namken
Registered Professional Land Surveyor No. 6533

CERTIFICATION BY THE CITY ENGINEER

STATE OF TEXAS §
COUNTY OF WALKER §

I, the undersigned, City Engineer of Huntsville, Texas, hereby certify that proper engineering consideration has been given to this plat regarding the design and construction of public improvements and related easements and rights-of-way.

Dated this _____ day of _____, 20_____.

_____

Kathlie Jeng-Bulloch, City of Huntsville City Engineer

CERTIFICATION BY THE CITY PLANNING OFFICER

I, the undersigned, Planning Officer of the City of Huntsville, Texas, certify that the plat conforms to the City Comprehensive Plan, and all applicable design criteria and standards of the City of Huntsville, Texas.

Dated this _____ day of _____, 20_____.

_____

Layne Yeager, City of Huntsville Planning Officer

APPROVAL OF THE PLANNING COMMISSION

This plat has been submitted to and considered by the Planning Commission of the City of Huntsville, Texas, with respect to the platting of the land and is hereby approved by the Commission.

Dated this _____ day of _____, 20_____.

_____

Al Hooten, Chairman

CERTIFICATION BY THE COUNTY CLERK

STATE OF TEXAS §
COUNTY OF WALKER §

I, Kari A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office

on the _____ day of _____, 20_____,

at _____o'clock, _____.M., and duly recorded this

on the _____ day of _____, 20_____,

at _____o'clock, _____.M., in the Plat Records of said County

in Volume _____, Page _____.

Kari A. French, Clerk County
Court of Walker County, Texas

By:_____, Deputy

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

INDIVIDUAL SHEETS INDEX

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7	Block 1		

PLAT OF
ESTATES OF TEXAS GRAND RANCH SECTION 3

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JOHN W. INGERSOLL LEAGUE, A-27
WALKER COUNTY, TEXAS

NOVEMBER 2025

NAMKEN, INC.
P.O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 24-012

SHEET 2 OF 13

\\192.168.1.51\Namken\NSC\Jobs\01 Survey\JOBS-24\24-012 ESTATES of TGR SECTION 3\DWGs\PLAT - E-S3\24-012 ETGR S3 PLAT.dwg 11/26/2025 15:31:20 DGM

GENERAL NOTES

1. The purpose of this plat is to create the ESTATES OF TEXAS GRAND RANCH SECTION 3 out of the residue of the called 3314.028 acre tract described in Vol. 1271, pg. 484, Walker County Official Public Records and also out of Unrestricted Reserve North and Unrestricted Reserve South, Lonestar Road Subdivision according to plat recorded in Vol. 7, pg. 114, WCPR; and to dedicate the following:
   - the sixty (60) foot road rights-of-way,
   - the adjacent twenty (20) foot Public Utility Easements (PUE),
   - the adjacent twenty (20) foot Public Drainage Easements (DE),
   - the adjacent twenty (20) foot Nature Trail Easements (NTE),
   - the thirty (30) foot by thirty (30) foot adjacent and perpendicular Public Box Drainage Easements (BDE) and
   - the twenty (20) foot Drainage Easements not adjacent to the road rights-of-way, as shown hereon, to the public.

2. Bearings, Distances, Coordinates and Acreages hereon are Grid and referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83 and based upon City of Huntsville Mapping Control Network Control Point Number 7262, having published coordinates of N=10,231,650.757 feet, E=3,802,783.195 feet and Elev.=312.999 feet and GPS Observations. Distances are U.S. Survey Feet and may be converted to geodetic horizontal (surface) by dividing by a Combined Scale factor of 0.99988. Please review the record instruments cited hereon to compare the survey bearings and distances with the record calls.

3. Based on the graphic location of the available GIS data from the Federal Emergency Management Agency (FEMA) Flood Map Service Center (https://msc.fema.gov/portal/search) superimposed upon the subject tract, and based on the FEMA Flood Insurance Rate Map, revised 16 August 2011, Walker County #481042, Map No. 48471C0500D, this property is located within:
   - Flood Hazard Zone "X" OTHER AREAS (areas determined to be outside the 0.2% annual chance floodplain), and
   - Flood Hazard Zone "A" (areas determined to be subject to inundation by the 1% annual chance flood, with no base flood elevations determined).

   This statement does not imply that any portion of the subject tract is free of potential flood hazard; localized flooding can occur due to natural and/or man-made influences. This flood statement shall create no liability on the part of Namken, Inc. or the undersigned.

4. All acreage quantities shown on this survey are based upon the mathematical closure of the boundary courses and distances. Said quantities do not indicate the positional accuracy of the boundary monumentation.

5. All exterior boundary lines of this subdivision, which are common with the original survey boundary, are monumented on the ground with iron rods or other stable material.

6. The Owner(s) hereby certify that, where physically possible, all lot corners, angle points and points of curvature of the lots located within the subdivision will be monumented on the ground with 5/8 inch iron rods with 1-3/4 inch diameter blue plastic caps marked "MICHAEL A. NAMKEN RPLS 6533", UNLESS otherwise noted and with the exception that they are NOT set in the centerline of roadway nor at roadway intersections and points of curvature, as the symbols hereon may represent. Monuments shown hereon as found are controlling monuments, unless noted as reference only.

7. All driveways in the subdivision shall be constructed of concrete at owner's expense and shall be completed within twelve (12) months from the setting of forms for the foundation of said dwelling or structure. Further, the driveway or entrance to each lot from the pavement of the street shall be paved with asphalt. Application for approval to Walker County is required prior to installation of the driveway for determination of the location, culvert sizing, installation depth, etc.

8. All lot setbacks shall be in accordance with the recorded covenants, conditions, and restrictions for the ESTATES OF TEXAS GRAND RANCH, SECTION 3:
   - Sixty-five (65) foot Front Building Line along road rights-of-way;
   - Ten (10) foot Side Building Line of all lots; for corner lots, a Thirty (30) foot Side Building Line as defined by the direction of the front door.
   - Twenty (20) foot Rear Building Line of all lots as defined by the direction of the front door;
   - Twenty (20) foot Vegetative Buffer at the rear of lots as shown hereon; for corner lots there is a Vegetative Buffer graphically shown hereon on both possible rear lot lines, but only one shall apply as the rear of the lot and will be defined by the direction of the front door.

9. There is a twenty-five (25) foot No Clear Zone at the rear of Block 1, Lots 169-185 as recorded in Vol. 1346, pg. 116, WCOPR, adjoining Huntsville State Park. Within the twenty-five (25) foot No Clear Zone along the Texas State Parks Board, Huntsville State Park property (recorded in Vol. 89, Pg. 368, Walker County Deed Records), no improvements shall be made, and cutting of all natural vegetation is prohibited. See the Covenants, Conditions and Restrictions for the ESTATES OF TEXAS GRAND RANCH SECTION 3 which will be recorded of Public Record after the acceptance and recording of this plat for more details on the No Clear Zone.

10. All Lots shown hereon will be subject to Covenants, Conditions and Restrictions for ESTATES OF TEXAS GRAND RANCH SECTION 3, which will be recorded of Public Record after the acceptance and recording of this plat. The areas designated as Unrestricted Reserve P and Unrestricted Reserve Q, as shown hereon, are Common Area(s) to be used by Owners, their invitees and guests for a park, nature area, walking, detention facilities or outdoor activities as set forth hereon or as may be permitted or regulated by Developer or the Property Owners Association. These areas are to be maintained by the Property Owners Association.

11. Before development of a Reserve Tract, a plat of the tract shall be submitted to the City for review and approval according to the Development Code of the City of Huntsville.

12. The Huntsville City Limits line, the Extraterritorial Jurisdiction (ETJ) line and the Certificate of Convenience and Necessity (CCN) area line shown on this plat were obtained from the City of Huntsville's GIS Department and are based on the 2019 City of Huntsville Annexation. The locations as shown on this plat are geo-referenced and acknowledged by the City's planning department as being approximate boundaries relating to this plat ONLY.

13. Lots that border Lonestar Road are prohibited from direct access to Lonestar Road, due to it being classified as a major collector street. Lots that adjoin Lonestar Road which have a dedicated twenty (20) foot Public Utility Easement, Drainage Easement and Nature Trail Easement, have an additional fifteen (15) foot No Clear Zone outside of the 20' PUE, DE & NTE. See the Covenants, Conditions and Restrictions for the ESTATES OF TEXAS GRAND RANCH, SECTION 3, which will be recorded of Public Record after the acceptance and recording of this plat for more details on the No Clear Zone.

SANITARY SEWER SERVICE

14. Each lot will be required to utilize onsite sanitary sewer facilities (O.S.S.F.) for sanitary sewer service in accordance with state and local codes and regulations. The Lot Owner is not prohibited from connecting to a public sanitary sewer collection system if service becomes available at some time in the future.

DRAINAGE AND IMPERVIOUS COVER

15. Finished floor elevations shall be a minimum of twelve (12) inches above finished adjacent grade as shown hereon. The minimum finished floor elevations shown on this plat are 18-inches above the adjacent base flood elevation as determined by the "Estates of Texas Grand Ranch Drainage Report" by S.M. Shaheeq Mahmood Rony, PE (TX PE # 144726) and the construction plans titled "ESTATES OF TEXAS GRAND RANCH SECTION 3 Paving, Drainage & Utilities" by Jesse McLaury, PE (TX PE # 152975) for Spear Point Engineering, LLC (TX Firm # 18904), a copy of these reports are on file at the City of Huntsville Engineering Department and Walker County Planning & Development Department.

16. The landowner is prohibited from constructing any improvements within any "Variable Width Privote Drainage Easement" (VWDE) and "Public Drainage Easement" (DE) on this plat. Landowner may clear underbrush and establish foot trails within these VWDEs and DEs but no vertical improvement development is allowed, except for driveways, culverts, and/or drainage improvements necessary for access to the lots. Fencing is allowed along the property lines allocated within these VWDEs and DEs but with provisions not to impede the flow of storm water within the VWDEs and DEs.

17. "Variable Width Private Drainage Easements" shall be maintained by lot owners and/or home owners association and shall not be maintained by the City of Huntsville or Walker County.

18. The natural drainage channels (whether or not they are within a dedicated "DE or VWDE") that are located within various lots and unrestricted reserve areas throughout this subdivision may not be altered in any way. Landowner may clear underbrush and establish foot trails within these natural drainage channels but no vertical improvements/development will be allowed within the bounds of these easements. Fencing is allowed along the property lines located within these natural drainage channels with provisions not to impede the flow of storm water within the drainage channels.

19. All lots and unrestricted reserve areas within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place or proposed at the time of development which are a part of or necessary to the public roads infrastructure or public system of drainage in addition to all natural flows of water entering onto or crossing the property. Local approval or consent must be given by the City of Huntsville and/or Walker County Engineer in writing prior to alteration of the drainage infrastructure herein described. It is the responsibility of the lot owners to comply with any regulations or limitations noted, and permits issued by the City of Huntsville and/or Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development.

20. All Public Box Drainage Easements labeled as "30'x30' BDE" are typical right angle off of right-of-way, locations of which are shown hereon.

21. Based on calculations made from available data, by the undersigned engineer, the land owner may construct impervious cover (structures, driveways, sidewalks, etc.) improvements up to a "total square footage" equal to twenty (20) percent of the total Lot area. If the Lot Owner desires to exceed the area of impervious cover established for each lot as herein described, further study will be necessary and "on-site" storm water detention facilities may be required to accommodate the additional impervious cover desired. The study and possible incorporation of storm water detention facilities shall be submitted to the Walker County Engineer for approval and must comply with all current local, state and federal regulations, including the Walker County Subdivision Regulations.

PUBLIC EASEMENT NOTES

22. All public easements denoted on the plat are hereby dedicated to be used by the public forever. Any public utility, including City of Huntsville and/or Walker County, shall have the right always of ingress and egress to and from and upon these easements for construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of getting the permission of the property owner. Any public utility, including the City of Huntsville and/or County of Walker shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system or any of the easements shown on this plat. Neither City of Huntsville and/or Walker County nor any public utility shall be responsible for replacing or reimbursing the property owner due to removal of or relocation of any obstructions in the public easements.

23. There are No Clear Zones adjoining private property, No Clear Zones adjoining the reserves and Vegetative Buffers at the rear of lots, as shown hereon. See the Covenants, Conditions and Restrictions for the ESTATES OF TEXAS GRAND RANCH SECTION 3, which will be recorded of Public Record after the acceptance and recording of this plat for more details on each.

APPROVED MODIFICATION TO SUBDIVISION STANDARDS/VARIANCES

24. See Development Agreement between The City of Huntsville, Texas and I Texas Grand Ranch LLC, signed on 20 December, 2022.

25. December 20, 2022 For a waiver of the Development Agreement Section 5.700: The variance was granted to allow for lot depth up to four times the width with the exception of flag lots.

26. December 20, 2022 For a waiver of the Development Agreement Section 10.405 and 10.406: The variance was granted to allow for block lengths in excess of 1,200 feet and cul-de-sacs in excess of 1,000 feet provided 15 or fewer lots.

27. December 20, 2022 For a waiver of the Development Agreement Section 10.1000: The variance was granted to allow for approved lighting at all intersections.

28. December 20, 2022 For a waiver of the Development Agreement Section 10.700: The variance was granted to allow for the installation of approved alternative sewage treatment facilities on site for each individual lot.

29. December 20, 2022 For a waiver of the Development Agreement Section 10.1300: The variance was granted to allow for utilities to be located overhead or underground.

30. December 20, 2022 For a waiver of the Development Agreement Section 10.504 and 10.901: The variance was granted to allow for 3.5 miles of designated walking areas and +/- 30 miles of nature trail easements in lieu of sidewalks.

31. December 20, 2022 For a waiver of the Development Agreement Section 10.400: The variance was granted to allow for streets to be 2" asphalt with a paved surface of 26' and a 2' unpaved shoulder. Each street must have a minimum 60' dedicated right-of-way.

32. December 20, 2022 For a waiver of the Development Agreement Section 10.600: The variance was granted to allow for fire hydrant spacing at a maximum of 1,000-foot separation.

33. January 4, 2023 For a waiver of Subdivision Standards, Article 12.702.C: to not show the remainder of the reserves on the plat, with the expectation of future sections being platted.

ESTATES OF TEXAS GRAND RANCH SECTION 3 LINE AND CURVE TABLES

BOUNDARY AND RIGHTS-OF-WAY CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	270.00'	29.15'	29.14'	S 62°34'01" W	6°11'10"
C2	270.00'	26.52'	26.51'	S 77°41'22" W	5°37'42"
C3	648.00'	366.50'	361.63'	N 32°07'35" W	32°24'20"
C4	600.00'	81.92'	81.86'	S 45°34'56" W	7°49'23"
C5	300.00'	44.13'	44.09'	S 45°16'45" W	8°25'44"
C6	300.00'	174.25'	171.81'	N 32°32'55" W	33°16'43"
C7	300.00'	170.82'	168.52'	S 89°35'49" E	32°37'29"
C8	300.00'	256.27'	248.55'	S 48°48'44" E	48°56'40"
C9	25.00'	39.26'	35.35'	S 60°54'59" E	89°59'08"
C10	25.00'	39.28'	35.36'	N 29°05'01" E	90°00'52"
C11	25.00'	21.68'	21.00'	S 23°29'22" E	49°40'47"
C12	60.00'	198.30'	119.60'	N 86°40'15" E	189°21'34"
C13	25.00'	21.68'	21.00'	N 16°49'51" E	49°40'47"
C14	25.00'	39.27'	35.36'	N 86°40'15" E	90°00'00"
C15	25.00'	39.64'	35.62'	N 03°45'31" W	90°51'31"
C16	25.00'	38.90'	35.09'	N 86°14'29" E	89°08'29"
C17	25.00'	21.68'	21.00'	S 16°13'37" W	49°40'32"
C18	60.00'	292.50'	77.64'	N 48°56'06" W	279°21'05"
C19	25.00'	21.68'	21.00'	S 65°54'10" W	49°40'32"
C20	25.00'	39.27'	35.36'	N 29°05'26" E	90°00'00"
C21	25.00'	39.27'	35.36'	S 60°54'34" E	90°00'00"
C22	25.00'	21.68'	21.00'	S 81°04'10" E	49°40'47"
C23	60.00'	198.30'	119.60'	N 29°05'26" E	189°21'34"
C24	25.00'	21.68'	21.00'	S 40°44'57" E	49°40'47"
C25	25.00'	39.27'	35.36'	N 29°05'26" E	90°00'00"
C26	25.00'	39.27'	35.36'	N 60°54'33" W	90°00'00"
C27	25.00'	39.27'	35.36'	N 29°05'26" E	90°00'00"
C28	25.00'	21.68'	21.00'	N 08°55'43" E	49°40'32"
C29	60.00'	292.50'	77.64'	N 74°05'26" E	279°21'05"
C30	25.00'	21.68'	21.00'	S 40°44'50" E	49°40'32"
C31	25.00'	21.68'	21.00'	N 08°55'43" E	49°40'32"
C32	60.00'	292.50'	77.64'	N 74°05'26" E	279°21'05"
C33	25.00'	21.68'	21.00'	S 40°44'50" E	49°40'32"
C34	25.00'	39.27'	35.36'	S 60°54'34" E	90°00'00"
C35	25.00'	39.27'	35.36'	N 29°05'26" E	90°00'00"
C36	25.00'	39.27'	35.36'	N 60°54'34" W	90°00'00"
C37	25.00'	39.27'	35.36'	N 29°05'26" E	90°00'00"
C38	25.00'	39.27'	35.36'	S 69°20'24" E	90°00'00"
C39	25.00'	39.27'	35.36'	N 20°39'36" E	90°00'00"
C40	25.00'	21.68'	21.01'	N 49°11'00" W	49°41'11"
C41	60.00'	292.62'	77.65'	S 65°39'36" W	279°22'23"
C42	25.00'	21.68'	21.01'	S 00°30'11" W	49°41'11"
C43	25.00'	21.68'	21.00'	S 40°44'57" E	49°40'47"
C44	60.00'	292.54'	77.65'	N 74°05'26" E	279°21'34"
C45	25.00'	21.68'	21.00'	N 08°55'50" E	49°40'47"
C46	25.00'	38.93'	35.11'	S 60°31'01" E	89°12'55"
C47	25.00'	39.61'	35.60'	N 29°28'59" E	90°47'05"
C48	25.00'	21.68'	21.00'	N 50°02'09" E	49°40'45"
C49	60.00'	292.54'	77.65'	N 15°07'29" W	279°21'35"
C50	25.00'	21.68'	21.00'	N 80°17'05" W	49°40'47"
C51	25.00'	39.61'	35.60'	N 29°28'59" E	90°47'05"
C52	25.00'	38.93'	35.11'	N 60°31'01" W	89°12'55"

VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT LINE TABLES

LINE	BEARING	DISTANCE
L1	S 34°31'08" W	28.98'
L2	S 15°55'48" E	158.40'
L3	N 46°31'26" E	105.75'
L4	N 44°23'56" W	68.63'
L5	N 81°12'39" W	51.49'
L6	S 21°04'02" E	44.33'
L7	S 34°45'33" E	205.36'
L8	S 01°24'43" E	204.66'
L9	S 04°14'45" W	31.77'
L10	S 05°57'33" E	61.06'
L11	S 27°04'05" E	82.08'
L12	S 20°11'05" E	59.21'
L13	S 04°15'06" E	92.06'
L14	S 06°58'52" W	81.54'
L15	S 08°27'31" E	172.04'
L16	S 89°50'24" W	169.35'
L17	S 49°40'01" W	274.90'
L18	S 60°41'05" W	255.37'
L19	S 01°49'51" E	151.32'
L20	S 33°01'37" E	207.57'
L21	N 76°02'15" E	154.46'
L22	N 86°35'55" E	114.95'
L23	N 84°32'18" E	71.18'
L24	N 77°08'49" E	518.78'
L25	S 73°18'05" E	17.80'
L26	S 74°18'25" E	80.36'

LINE	BEARING	DISTANCE
L27	S 79°32'51" E	94.30'
L28	S 85°35'01" E	93.25'
L29	S 80°47'19" E	84.60'
L30	S 65°07'46" E	65.04'
L31	S 42°51'42" E	86.04'
L32	S 43°22'43" E	58.54'
L33	S 41°38'11" E	86.69'
L34	S 59°01'07" E	92.69'
L35	S 42°49'06" E	78.83'
L36	S 39°31'29" E	62.95'
L37	S 29°12'12" E	66.19'
L38	N 82°52'05" E	67.86'
L39	N 28°59'45" E	48.77'
L40	N 20°50'24" W	27.39'
L41	N 21°01'56" W	86.82'
L42	N 52°52'53" W	97.03'
L43	N 47°10'59" W	80.23'
L44	N 20°05'02" W	92.47'
L45	N 03°40'29" E	61.21'
L46	N 36°28'11" E	58.46'
L47	N 46°17'40" E	71.96'
L48	N 53°26'13" E	87.36'
L49	N 64°06'47" E	90.96'
L50	N 71°09'27" E	73.99'
L51	N 52°25'34" E	17.00'

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

INDIVIDUAL SHEETS INDEX

1	Vicinity Map, Sheet Number Layout	8	Blocks 7 and 12
2	Certifications and Dedications	9	Blocks 7, 12, 13
3	**Line and Curve Tables, Notes**	10	Block 7
4	Blocks 1 and 14	11	Blocks 7 and 13
5	Block 1	12	Block 7
6	Block 1	13	Block 7
7	Block 1		

PLAT OF
ESTATES OF TEXAS GRAND RANCH SECTION 3
CONTAINING 5 BLOCKS, 135 LOTS AND 2 RESERVES

A SUBDIVISION CONTAINING 224.40 ACRES OF LAND, BEING OUT OF THE RESIDUE OF THE CALLED 3314.028 ACRE TRACT DESCRIBED IN A DEED TO I TEXAS GRAND RANCH, LLC. RECORDED IN VOL. 1271, PG. 484, OFFICIAL PUBLIC RECORDS, WALKER COUNTY, TEXAS,
JOHN W. INGERSOLL LEAGUE, A-27
WALKER COUNTY, TEXAS
NOVEMBER 2025

NAMKEN, INC.
P.O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 24-012

\\192.168.1.51\Namken\NSCI Jobs\01 Survey\JOBS-24\24-012 ETGR SS PLAT SECTION 3\DWG\PLAT - E-S3\24-012 ETGR S3 PLAT.dwg 11/28/2025 15:31:21 DGM

LEGEND

○	Set 5/8" Iron Rod w/cap marked "MICHAEL A. NAMKEN RPLS 6533", UNLESS otherwise noted
(4)	Block Number
	Flood Zone A
CCN	Certificate of Convenience and Necessity area line
BDE	Public Box Drainage Easement
DE	Drainage Easement
Min. FF.	Minimum Finished Floor Elevation
NCZ	No Clear Zone
NCZPP	No Clear Zone Private Property
NCZR	No Clear Zone Reserves
NCZSP	No Clear Zone State Park
NTE	Nature Trail Easement
PUE	Public Utility Easement
VB	Vegetative Buffer
VWDE	Variable Width Private Drainage Easement
WCDR	Walker County Deed Records
WCOPR	Walker County Official Public Records
WCOR	Walker County Official Records
WCPR	Walker County Plat Records

PRELIMINARY DO NOT RECORD FOR ANY PURPOSE

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PLAT OF ESTATES OF TEXAS GRAND RANCH SECTION 3

CONTAINING 5 BLOCKS, 135 LOTS AND 2 RESERVES

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JOHN W. INGERSOLL LEAGUE, A-27

WALKER COUNTY, TEXAS

NOVEMBER 2025

NAMKEN, INC.
P.O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 24-012

SHEET 4 OF 13

N:\NSCI Jobs\01 Survey\JOBS-24\24-012 ESTATES of TGR SECTION 3\DWGs\PLAT - E-S\3024-012 ETGR S3 PLAT.dwg 12/1/2025 13:02:33 DGM

LEGEND

○	Set 5/8" Iron Rod w/cap marked "MICHAEL A. NAMKEN RPLS 6533", UNLESS otherwise noted
(4)	Block Number
▒	Flood Zone A
CCN	Certificate of Convenience and Necessity area line
BDE	Public Box Drainage Easement
DE	Drainage Easement
Min. FF.	Minimum Finished Floor Elevation
NCZ	No Clear Zone
NCZPP	No Clear Zone Private Property
NCZR	No Clear Zone Reserves
NCZSP	No Clear Zone State Park
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7	Block 1		

PLAT OF
ESTATES OF TEXAS GRAND RANCH SECTION 3

CONTAINING 5 BLOCKS, 135 LOTS AND 2 RESERVES

A SUBDIVISION CONTAINING 224.40 ACRES OF LAND, BEING OUT OF THE RESIDUE OF THE CALLED 3314.028 ACRE TRACT DESCRIBED IN A DEED TO I TEXAS GRAND RANCH, LLC. RECORDED IN VOL. 1271, PG. 484, OFFICIAL PUBLIC RECORDS, WALKER COUNTY, TEXAS,

JOHN W. INGERSOLL LEAGUE, A-27

WALKER COUNTY, TEXAS

NOVEMBER 2025

NAMKEN, INC.
P.O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 24-012

SHEET 5 OF 13

\\192.168.1.51\Namken\NSC\ Jobs\01 Survey\JOBS-24\24-012 ESTATES of TGR SECTION 3\DWG\PLAT - E-S3\24-012 ETGR S3 PLAT.dwg 11/26/2025 15:31:21 DGM

LEGEND

○	Set 5/8" Iron Rod w/cap marked "MICHAEL A. NAMKEN RPLS 6533", UNLESS otherwise noted
(4)	Block Number
	Flood Zone A
CCN	Certificate of Convenience and Necessity area line
BDE	Public Box Drainage Easement
DE	Drainage Easement
Min. FF.	Minimum Finished Floor Elevation
NCZ	No Clear Zone
NCZPP	No Clear Zone Private Property
NCZR	No Clear Zone Reserves
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PRELIMINARY DO NOT RECORD FOR ANY PURPOSE

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JOHN W. INGERSOLL LEAGUE, A-27

WALKER COUNTY, TEXAS

NOVEMBER 2025

NAMKEN, INC.
P.O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 24-012

SHEET 6 OF 13

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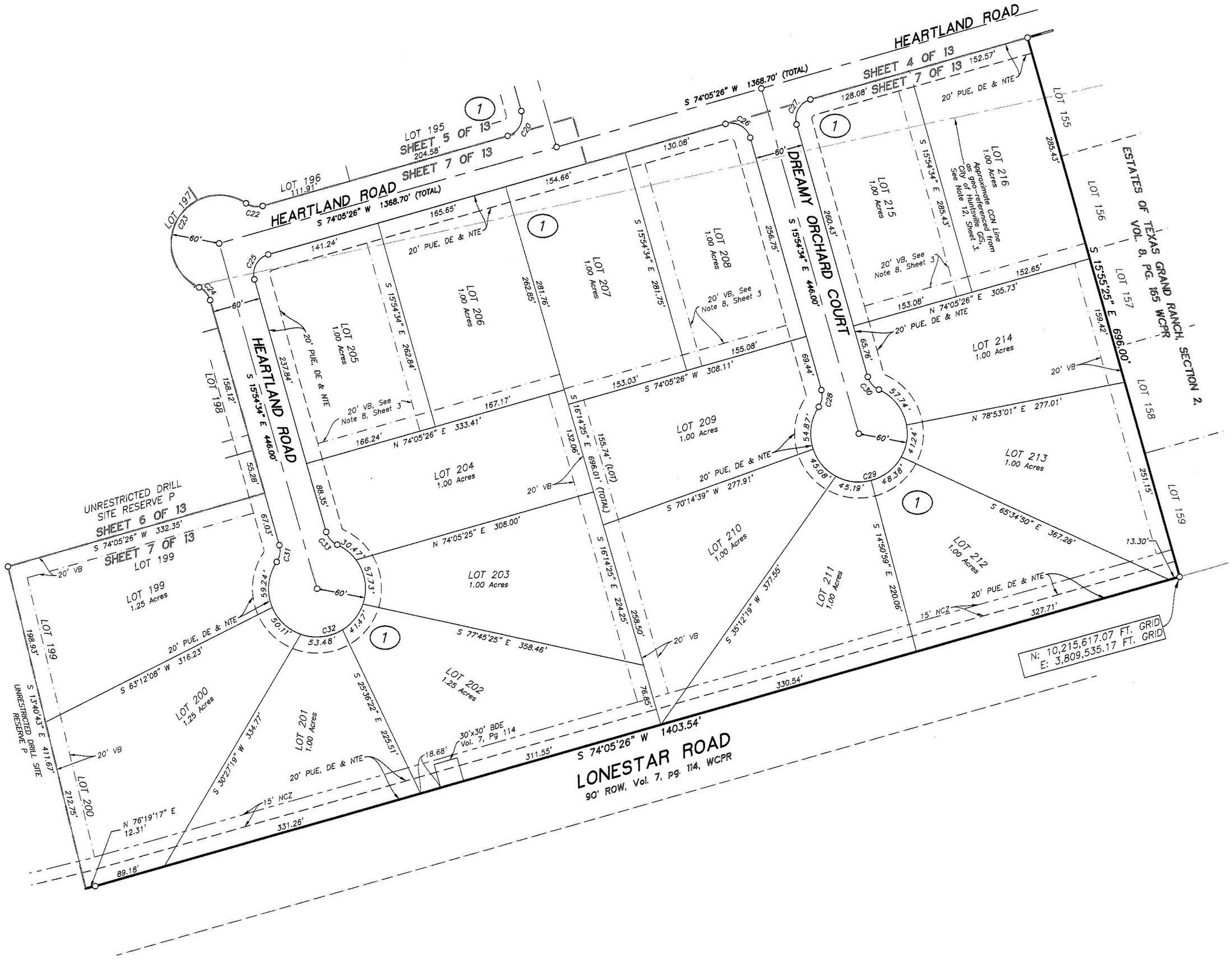

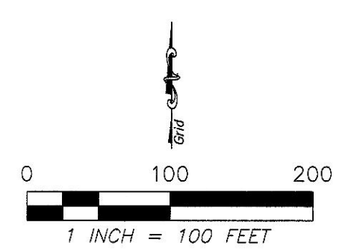

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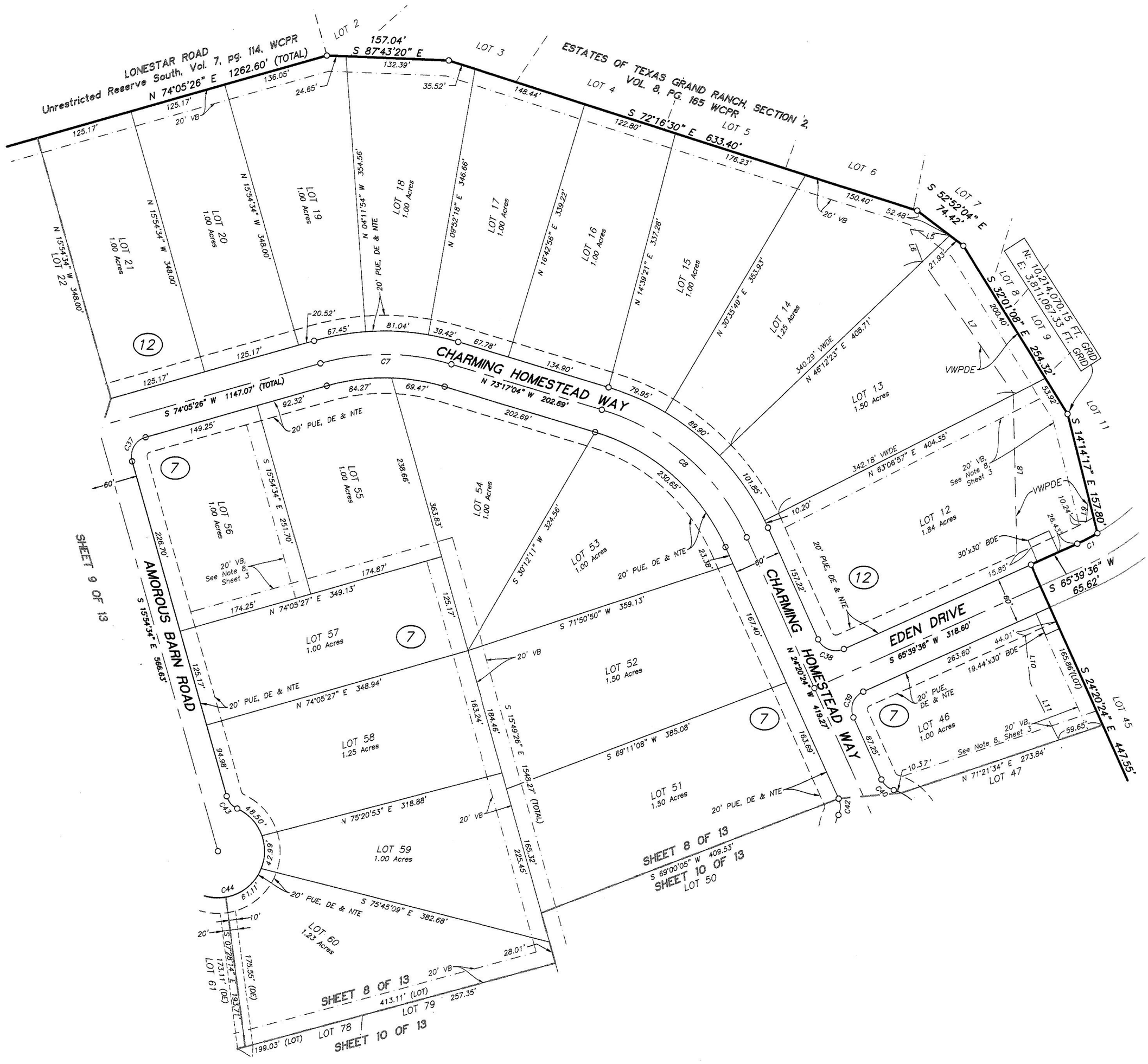

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1 INCH = 100 FEET

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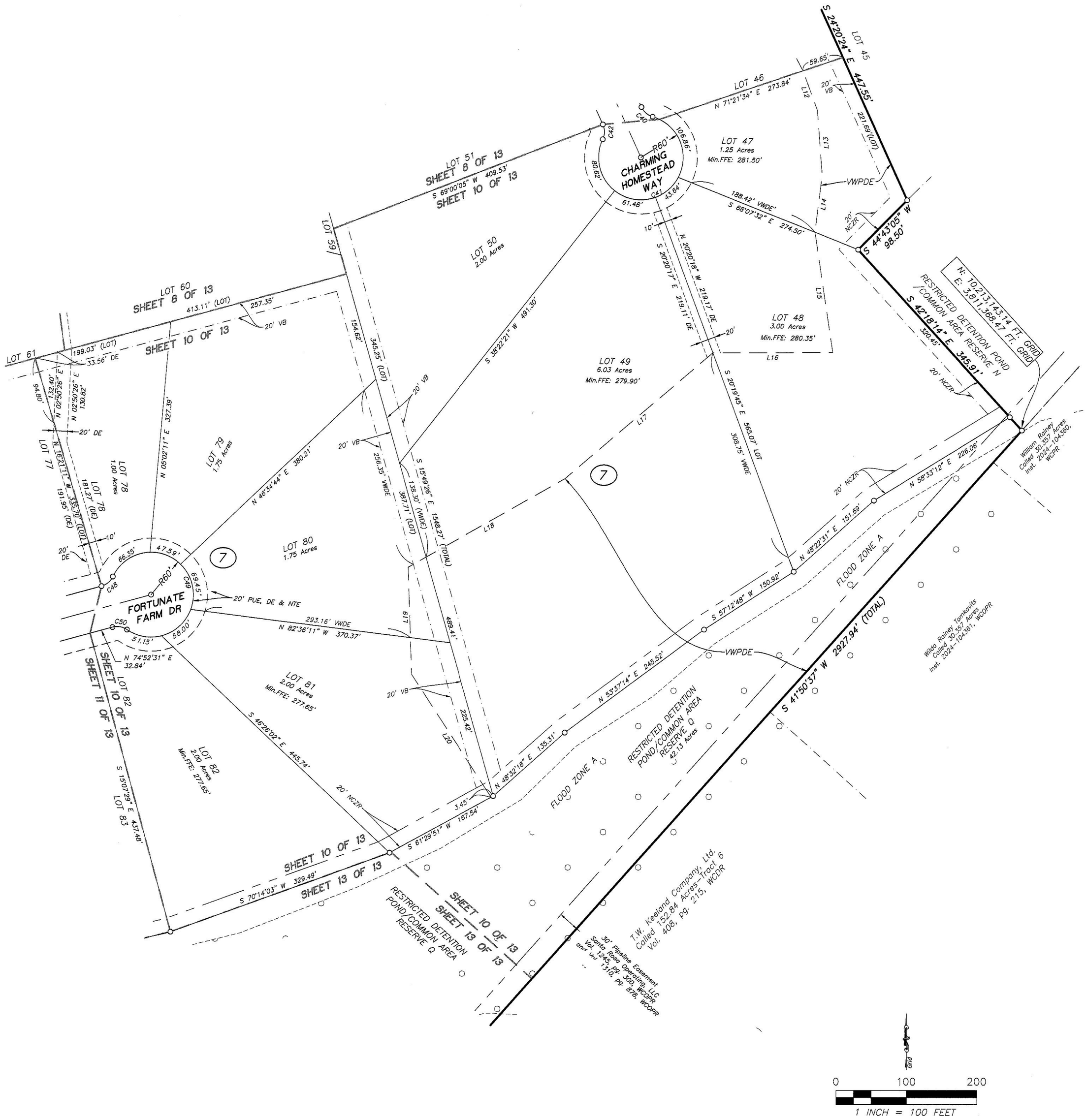

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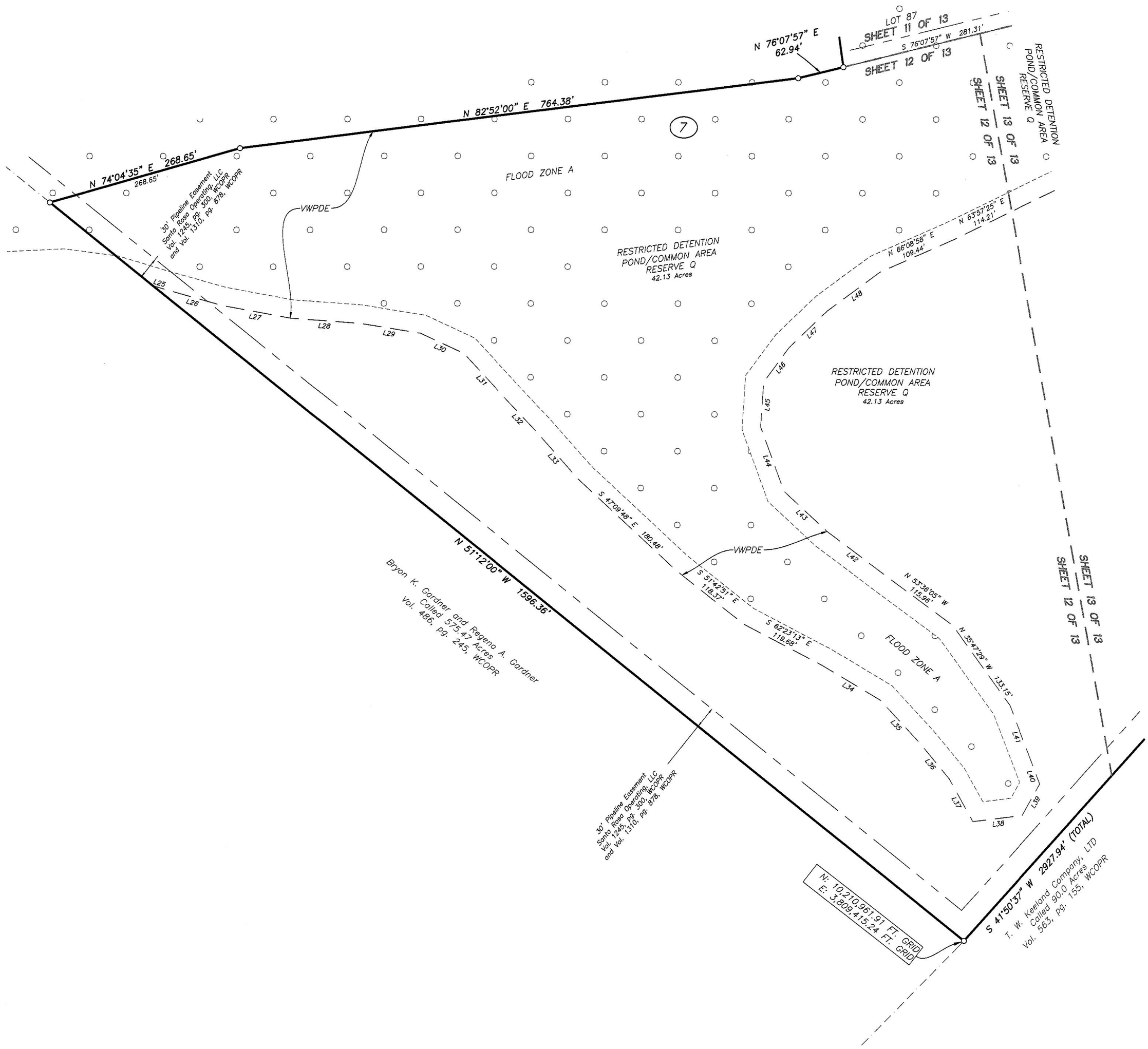

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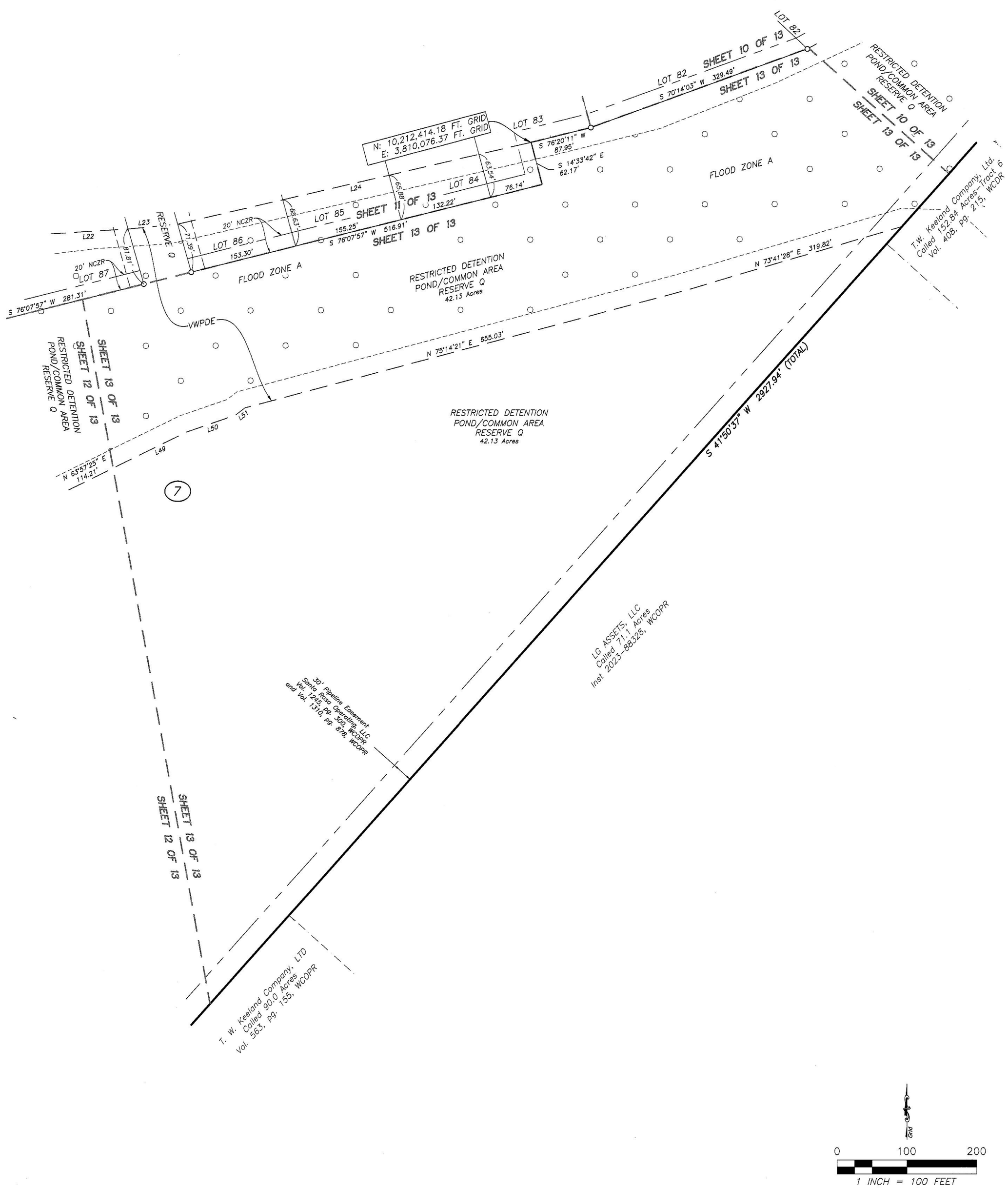

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PLANNING COMMISSION
AGENDA ITEM DISCUSSION FORM

Prepared by: Layne Yeager, City Planner

MEETING DATE: January 15, 2026

SUBJECT: Evergreen Hills, Section 1 – Preliminary Plan

TYPE OF REVIEW: Preliminary Plan

APPLICANT: SPJR Properties

FACTS, CODE REQUIREMENTS AND CONDITIONS

The subject property is currently undeveloped and is approximately 97.5621 acres in size. It is proposed to be Evergreen Hills Section 1, consisting of 11.55 acres. It will be located off Quality Blvd and American Legion Dr. in the City of Huntsville. The properties adjacent to the subject property are Mixed Use, Medium and High Density Residential, located to the north and west of the subject property, and Mixed Use commercial properties to the south.

The purpose of this Preliminary Plan is for the creation of Evergreen Hills, Section 1. The 97.5621-acre subdivision will consist of 89 lots and 5 reserves with a lot density of 7.7 lots per acre and will be for simple living residential.

On March 1, 2024, a Development Agreement was signed by the city and was recorded on March 21, 2024, in the Official Records of Walker County, Texas.

At the June 20th, 2024, Planning Commission meeting, the Commission unanimously voted to approve the Development Plan for The Evergreen Hills (at Town Branch), and was passed by the City Council on August 6, 2024. The Preliminary Plan for Section 1 was submitted on December 27, 2023, but was never approved, therefore we will be approving the Preliminary Plan along with the Final Plat of Section 1.

According to the site plan, there will be an entrance/exit points into the community from Quality Blvd and American Legion Dr. There are 4 Restricted Reserves for open space & drainage, totaling 1.5552 acres, and 1 Restricted Reserve for the detention pond and open space, 5.3432 acres.

The setbacks will be 20’ on the front, 10’ in the rear, and 5’ on the sides. There will be approximately 2.2 miles of nature trail easements and 1.7 miles of additional walking trails.

The construction of public improvements, streets, water, and drainage facilities are required for the proposed development. The Developer will be required to provide any off-site infrastructure required for the subdivision per the requirements of the *Development Code* and the City's Engineering Design Criteria. All civil engineering plans will have to be approved before the final plats are approved.

The Preliminary Plan is being presented to the Commission for review and approval, and if approved the Final Plat approval can be discussed and approved.

STAFF RECOMMENDATION:

As it is in compliance with the Development Code residential subdivision regulations, staff recommends ***approval*** *of the Preliminary Plan as submitted for Evergreen Hills Section 1.*

ATTACHMENTS:

Final Plat
Vicinity map
Development Plan Exhibit
Development Agreement

Preliminary Plan Application

City of Huntsville | 448 State Highway 75 North| Huntsville, TX 77320 | 936-294-5782

Subdivision Name

A Preliminary Plan is required for Major Subdivisions – 4 or More Lots Requiring Creation of New Streets and/or Extension of Municipal Facilities (Public Improvements). ***Planning Commission Consideration of Preliminary Plans is Required.***

Evergreen Hills at Town Branch

Subject Property Information – [This is for information pertaining to the exact site the development is to take place]

Located in (Choose One) [X] City Limits [ ] Extra-Territorial Jurisdiction (ETJ)

Address or General Location _____

Current Water Service [ ] None [X] City [ ] Private Well [ ] Utility District

Current Sewer Service [ ] None [X] City [ ] Septic [ ] Aerobic

Proposed Use of Land Residential Subdivision

Property Owner Information [If more than one property owner, check [ ] & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for development; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to the subdivision process (with the exception of the signature on the plat).

Name SPJR Properties, LLC

16864 W Dounreay (Mailing Address) Montgomery (City) TX (State) 77316 (Zip Code)

Phone Number 936-931-8270 Alternate Phone Number 713-489-3878

E-mail: info@sjpcapllc.com

Owner's Signature Required 12/27/2023 Date

Applicant Information [As authorized by the property owner(s)]

Name Stefan Pardoe

16864 W Dounreay (Mailing Address) Montgomery (City) TX (State) 77316 (Zip Code)

Phone Number 936-931-8270 Alternate Phone Number 713-489-3878

E-mail: info@sjpcapllc.com

Applicant's Signature 12/27/2023 Date

Surveyor Information

Name Jeff Steinig Company Tablerock

2204 Timberloch Place (Mailing Address) The Woodlands (City) TX (State) 77380 (Zip Code)

Phone Number 936-647-0420 Alternate Phone Number

E-mail: Jeff.Steinig@tablerock-us.com

Engineer Information (if applicable)

Name Jonathan Payne Company L Squared Engineering

3307 W Davis St, Suite 100 (Mailing Address) Conroe (City) TX (State) 77304 (Zip Code)

Phone Number 936-647-0420 Alternate Phone Number

E-mail: jpayne@l2engineering.com

Items to Submit With this Application	
	3 **paper** copies of the Plat (24" x 36")
	Application Fee (Total Amount $_____)
	Deed or Title to Property being Platted

Items to be Submitted When Requested	
	10 **paper** copies of Plat (11"x17" or 24" x 36")

Subdivision Application Fee (payable to the "City of Huntsville")

Preliminary Plan $350

Modifications & Waivers of Subdivision Standards for Preliminary Plans

[If applicable, please check ☐ & fill out next page of application.] **Additional Fee Required**

For Staff Use Only		
Received/By:	Staff or Planning Commission Approval:	Filed:

Modifications & Waivers of Subdivision Standards Information

Applicant Name

_____

Please provide a description of your request.

_____

_____

Questions

Please answer the following questions. Attach a separate sheet if additional space is needed.

1. Are there special circumstances or conditions affecting the property?

   _____

   _____

   _____

2. Is the waiver or modification necessary for the reasonable and appropriate development of the property and it is not a greater modification or waiver than is required to allow reasonable and appropriate development of the subject property?

   _____

   _____

   _____

3. Will the granting of the waiver or modification be detrimental to the public welfare or be injurious to other property in the vicinity in which the subject property is situated?

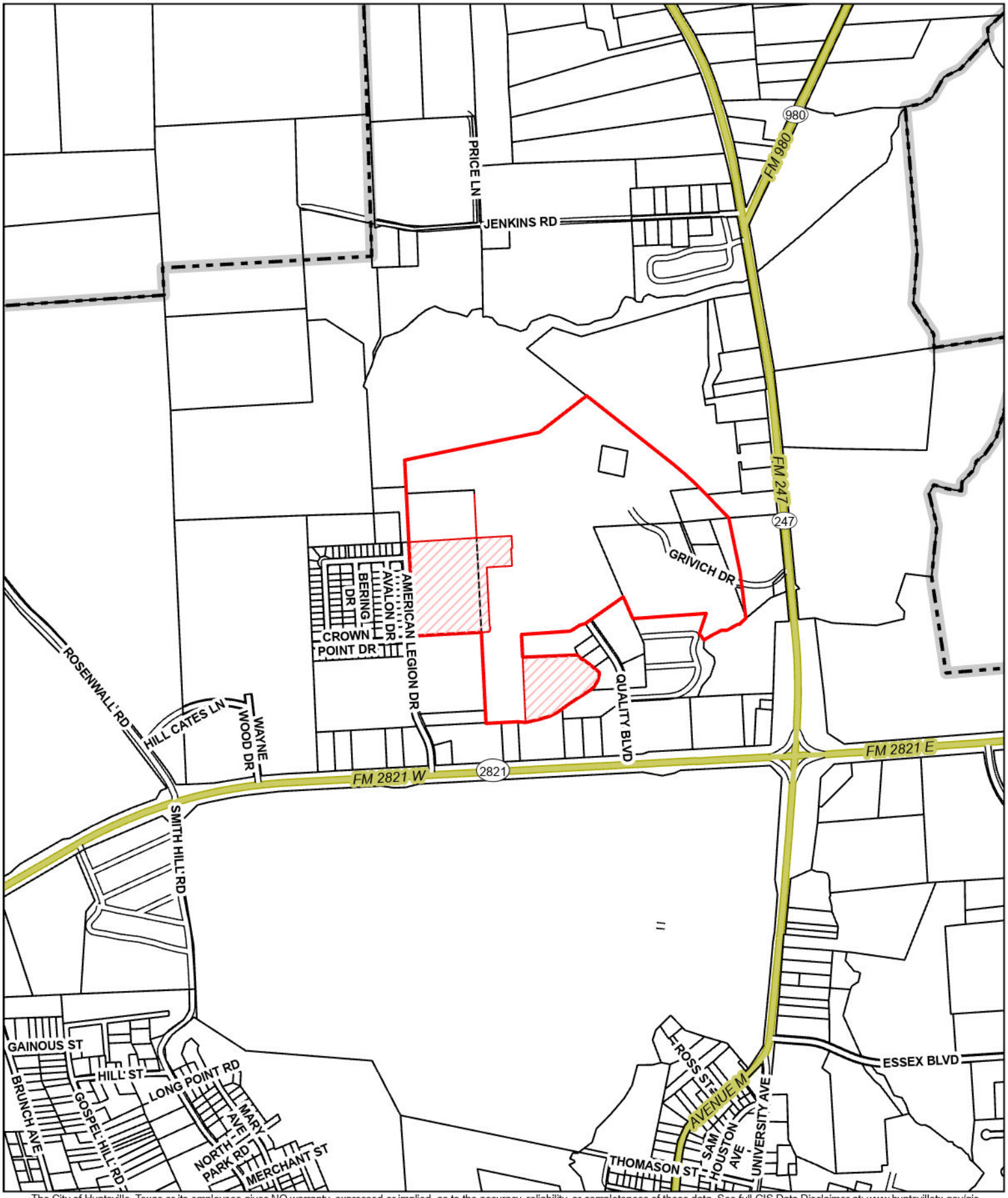
   _____

   _____

   _____

Application Fee $350.00

For Staff Use Only			
Received/By:	Fee Paid:	Planning Commission Date:	Outcome:



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

0 400 800 1,600 Feet

CREATED DATE: 12/30/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

EVERGREEN HILLS
SECTION 1

Service Layer Credits: The City of Huntsville, TX GIS Division

WALKER COUNTY, TEXAS

EVERGREEN HILLS AT TOWN BRANCH PHASE ONE

PRELIMINARY PLAN-NOT FOR RECORD

Sheet List Table

Sheet Number	Sheet Title
01	COVER SHEET
02	OVERALL SITE LAYOUT
03	POND 1 CS A-A & B-B

PROJECT NOTES

ENGINEER'S CERTIFICATION:
I CERTIFY THAT THESE PLANS WHICH BEAR MY SEAL HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND ARE IN COMPLIANCE WITH ALL APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN IN THESE PLANS WILL NOT IMPEDE THE FLOW OF SURFACE WATERS FROM HIGHER ADJACENT PROPERTIES, WILL NOT ALTER THE NATURAL FLOW OF SURFACE WATERS SO AS TO DISCHARGE THEM UPON ADJACENT PROPERTIES AT A MORE RAPID RATE OR IN A DIFFERENT LOCATION, AND WILL NOT CONCENTRATE FLOWS OF SURFACE WATERS IN A MANNER WHICH EXCEEDS THE CAPACITY OF THE RECEIVING WATERCOURSE. THIS CERTIFICATION DOES NOT APPLY TO ANY EXISTING IMPROVEMENTS ON THE SUBJECT PROPERTY.

CIVIL NOTE:
FIELD VERIFY ALL EXISTING CONDITIONS AND ELEVATIONS INCLUDING PAVEMENT AND UTILITY TIE-INS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ALL DISCREPANCIES PRIOR TO BEGINNING ANY WORK.

TDLR NOTE:
TEXAS DEPARTMENT OF LICENSING AND REGISTRATION (TDLR) NUMBER REQUIRED FOR ALL PROPOSED COMMERCIAL BUILDINGS. **IF TDLR NUMBER IS NOT PRESENT, CLIENT IS RESPONSIBLE FOR ACQUIRING REGISTRATION NUMBER PRIOR TO CONSTRUCTION.

WETLAND NOTE:
THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF AN ENVIRONMENTAL OR OTHER WETLANDS STUDY. L SQUARED ENGINEERING IS NOT AN ENVIRONMENTAL ENGINEERING FIRM AND DOES NOT HAVE THE ABILITY TO DETERMINE ENVIRONMENTAL OR WETLAND IMPACTS. THE CLIENT AND/OR OWNER SHALL BE RESPONSIBLE FOR ANY SUCH STUDY AND NOTIFY ENGINEER IF ANY RESULTING CHANGES ARE NEEDED PRIOR TO CONSTRUCTION.

LEGAL DESCRIPTION:
BEING A SURVEYED 86.855 ACRE TRACT SITUATED IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37, WALKER COUNTY, TEXAS, AND BEING COMPRISED OF A CALLED 0.99 ACRE TRACT (TRACT 1), A CALLED 56.27 ACRE TRACT (TRACT 2), A CALLED 0.742 ACRE TRACT (TRACT 3), AND A CALLED 14.12 ACRE TRACT (TRACT 4), ALL AS RECORDED IN DOCUMENT NUMBER 2022-83936, OF THE OFFICIAL PUBLIC RECORDS OF WALKER COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING REFERENCE TO THE NORTH AMERICAN DATUM OF 1983 (@011 REVISION), TEXAS CENTRAL ZONE (4203)

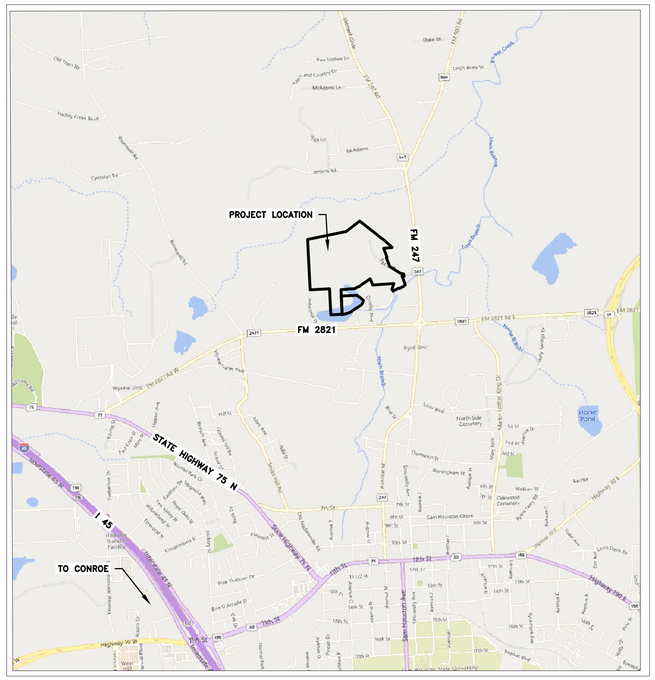
BENCHMARK:
CITY OF HUNTSVILLE REFERENCE MARK DESIGNATION 6457 - 8 INCH DIAMETER CONCRETE MONUMENT WITH CITY OF HUNTSVILLE CAP FOUND APPROXIMATELY 38.5 FEET SOUTH OF FM 2821 AND APPROXIMATELY 4 FEET NORTH OF A BARBED WIRE FENCE.
ELEV=323.00
NORTHING=10265649.58
EASTING=3796192.45

TBM #1
5/8 INCH IRON ROD IN THE EAST LINE OF A WESTERN OUTBRANCH OF FM 247. SAID IRON ROD BEING APPROXIMATELY 1204 FEET PERPINDICULAR WEST OF THE CENTERLINE OF FM 247 (RUNNING NORTH/SOUTH) AND APPROXIMATELY 2069 FEET PERPINDICULAR NORTH OF THE CENETERLINE OF FM 2821 (RUNNING EAST/WEST), ALSO BEING 57 FEET SOUTHEAST AND 185 FEET NORTHWEST OF A POWER POLE FOUND IN THE EAST LINE OF THE OUTBRANCH OF FM 247.
ELEV=330.32
NORTHING=10267868.63
EASTING=3797778.39

TBM #2
5/8 INCH IRON ROD W/ ALUMINUM CAP SET IN THE SOUTH BANK OF A DITCH LOCATED IN LOT 4, BLOCK 4 OF HENDERSON LAND COMPANY, SECTION 3, VOL 1, PG 180, D.R.W.C.T., BEING APPROXIMATELY 67 FEET SOUTHEAST OF A MANHOLE FOUND IN THE NORTH BANK OF SAID DITCH, BEING APPROXIMATELY 430 FEET DIRECTLY EAST OF INDUSTRIAL DRIVE (RUNNING NORTH/SOUTH) AND APPROXIMATELY 315 FEET FROM THE CENTERLINE OF FM 2821 (RUNNING EAST/WEST).
ELEV=305.67
NORTHING=10266050.70
EASTING=3796537.88

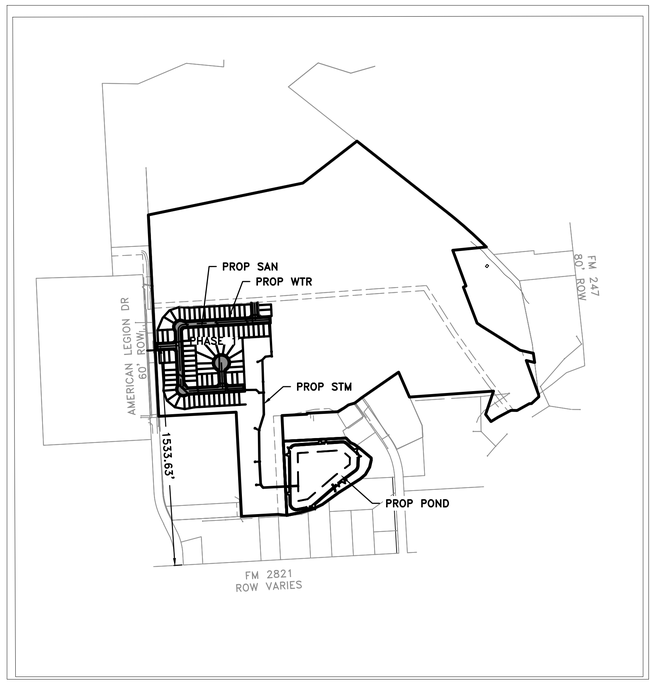
FLOODPLAIN:
THE PROPERTY SHOWN ON THE SURVEY PLAT LIES WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), SHADED ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD - AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE - AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) PER THE FLOOD INSURANCE RATE MAP FOR CITY OF HOUSTON, HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48471C0360D, DATED AUGUST 16, 2011.

SURVEY NOTE:
SURVEY PROVIDED BY TABLEROCK DATED JUNE 16, 2023. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO ANY WORK AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



KEY MAP
SCALE: 1" = 2000'

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (in Houston)
(New Statewide Number Outside Houston)
1-800-545-6005



PROJECT MAP
SCALE: 1" = 500'

L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 12235
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304
OFFICE: 936-647-0420

CLIENT INFORMATION
JOSH ROTHSTEIN
936-931-8270
JOSHUA.ABE@GMAIL.COM

PROJECT ADDRESS
155 FM 247
HUNTSVILLE, TX 77340

EVERGREEN HILLS AT TOWN BRANCH
PHASE ONE
(PRELIMINARY PLAN-NOT FOR RECORD)
COVER SHEET

ORIGINAL SUBMITTAL DATE:
12/28/2023

DRAWING ISSUE

#	DATE	BY	* COMMENT
0	01/07/26	NH	FOR SUBMITTAL

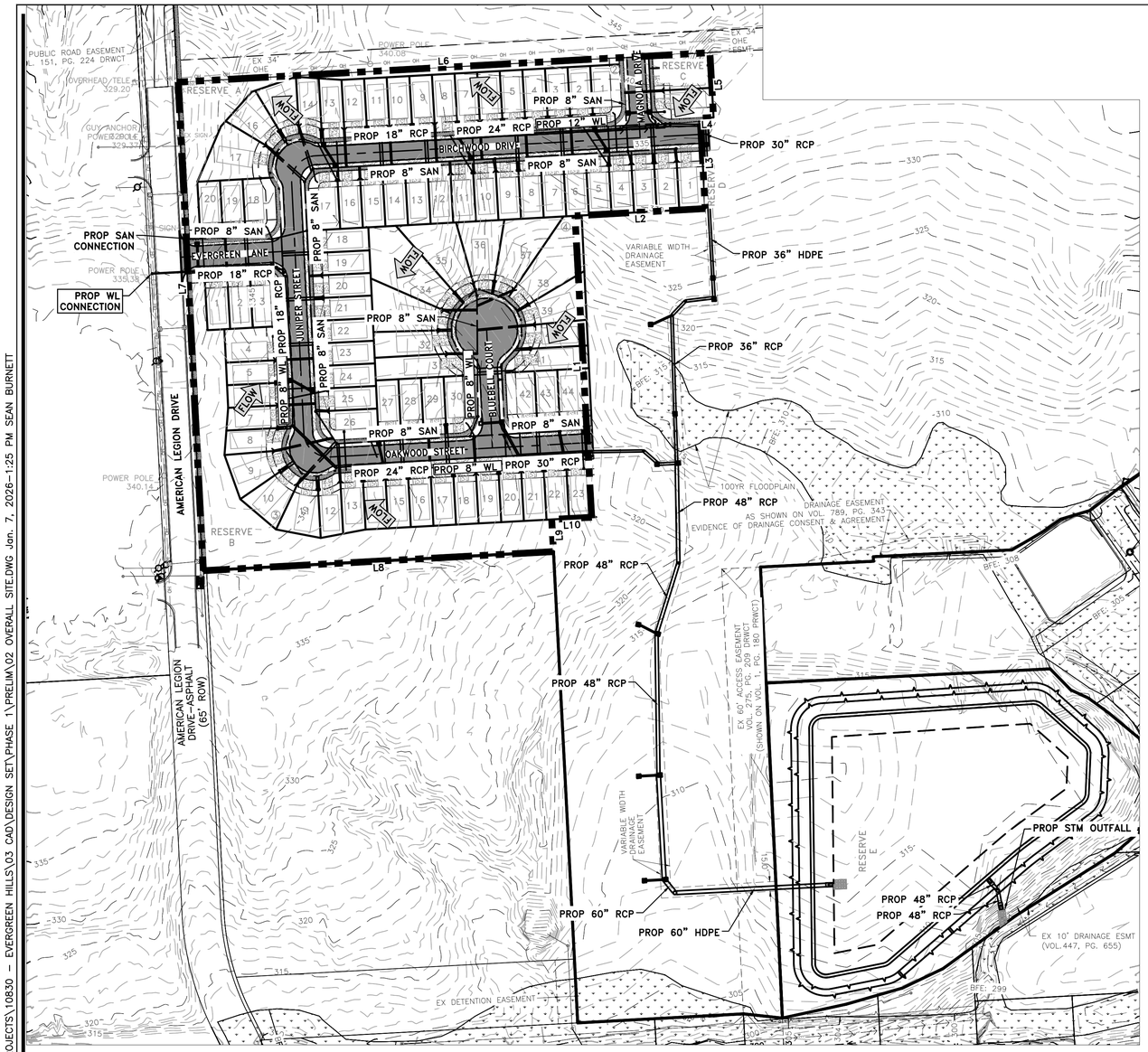
DRAWING INFORMATION

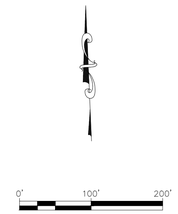
PROJECT	10830	TDLR	**
DRAWN	SAB	CHECKED BY	NH
SCALE	AS SHOWN	SHEET	01

STATE OF TEXAS
NICKOLAS HEMANN
129616
LICENSED
PROFESSIONAL ENGINEER
Nickolas Hemann
01/07/2026

*PLANS NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED ABOVE

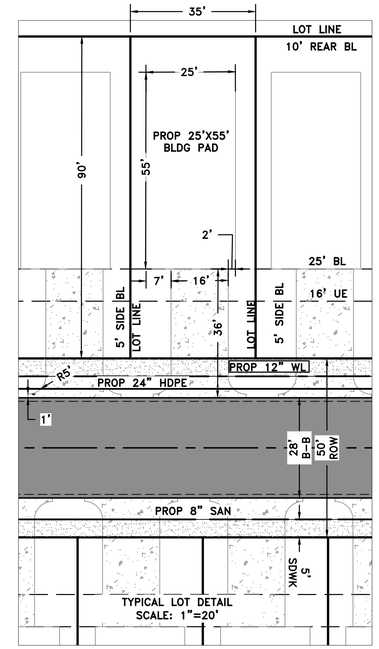
L:\SHARED\L2 ENGINEERING PROJECTS\ENGINEERING PROJECTS\10830 - EVERGREEN HILLS\03 CAD\DESIGN SET\PHASE 1\PRELIM\01 COVER SHEET.DWG Jan. 7, 2026-1:25 PM SEAN BURNETT





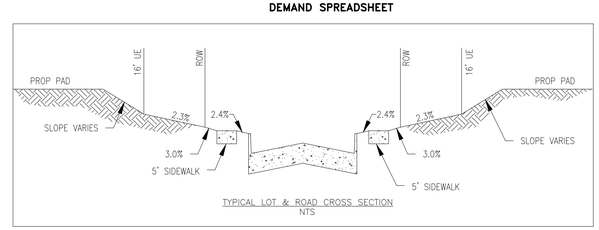
LEGEND:
AC = ACRE
DE = DRAINAGE EASEMENT (PRIVATE)
LF = LINEAR FEET
SAN = SANITARY SEWER (PUBLIC)
STRM = STORM SEWER (PUBLIC)
BL = BUILDING LINE
UE = UTILITY EASEMENT (PUBLIC)
PUE = PUBLIC UTILITY EASEMENT
UG = UNDERGROUND
BLDG = BUILDING

(#) = BLOCK NUMBER
# = LOT NUMBER
FLOW = DRAINAGE FLOW DIRECTION
EX PROJECT BOUNDARY
PROP PHASE 1 BOUNDARY
EX 100 YEAR FLOODPLAIN



DEMAND TABLE		
UTILITY	DEMAND* (GPD/CONNECTION)	DEMAND* (GPD/TOTAL)
WATER	140	12,460
SEWER	105	9,345

*BASED ON CITY DEMAND SPREADSHEET



TYPICAL LOT & ROAD CROSS SECTION
NTS

Parcel Line Table		
Line #	Length	Direction
L10	61.87	N86° 54' 36.76"E
L9	49.79	N3° 05' 23.24"W
L2	201.70	N86° 48' 47.37"E
L1	466.95	N3° 10' 06.40"W
L3	140.00	N3° 11' 12.63"W
L4	20.61	N86° 54' 25.34"E
L5	100.35	N3° 11' 31.38"W
L6	823.42	S86° 49' 54.95"W
L7	756.54	S2° 56' 56.68"E
L8	542.15	N86° 53' 07.24"E

RESIDENTIAL SUMMARY
TOTAL TRACT – 3,770,553.60 SQFT (86.56 AC)
PHASE ONE – 503,118 SQFT (11.55 AC)
TOTAL LOTS = 89
LOTS/AC = 7.70
NOMINAL LOT WIDTH = 35'
NOMINAL LOT DEPTH = 90'
TOTAL LF STREET = 1,995 LF
AVERAGE LOT FRONTAGE = 85.70 LF

SURVEYOR:
FULCRUM LAND SURVEYING
FIRM NO. 10194866
CLEMENTE TURRUBIARTES, JR.
104 W. PAULINE STREET
CONROE, TX 77301
936-443-0507

ENGINEER:
L SQUARED ENGINEERING
FIRM NO. 11235
NICKOLAS HEMANN
3307 W. DAVIS ST.,
SUITE 100
CONROE, TEXAS 77304
936-647-0420
NHEMANN@L2ENGINEERING.COM

DEVELOPER:
SPJR PROPERTIES, LLC
STEFAN PARDOE
16864 W. DOUNREAY
MONTGOMERY, TEXAS
77316
936-931-8270
INFO@SJPCAPLLC.COM

STREETS						
STREET NAME	LOTS SERVED	VEHICLE/DAY	CLASSIFICATION	R.O.W. WIDTH	PVMT TYPE	PVMT WIDTH
BIRCHWOOD DRIVE	36	540	LOW VOLUME L2	50'	CONCRETE	28'
BLUEBELL COURT	11	165	LOW VOLUME L2	50'	CONCRETE	28'
OAKWOOD STREET	31	465	LOW VOLUME L2	50'	CONCRETE	28'
JUNIPER STREET	47	705	LOW VOLUME L2	50'	CONCRETE	28'
EVERGREEN LANE	89	1335	LOW VOLUME L1	50'	CONCRETE	32'
MAGNOLIA DRIVE	2	30	LOW VOLUME L2	50'	CONCRETE	28'

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WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 11235
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304
OFFICE: 936-647-0420

CLIENT INFORMATION
JOSH ROTHSTEIN
936-931-8270
JOSHUA.ABE@GMAIL.COM

PROJECT ADDRESS
155 FM 247
HUNTSVILLE, TX 77340

EVERGREEN HILLS AT TOWN BRANCH
PHASE ONE
(PRELIMINARY PLAN-NOT FOR RECORD)
OVERALL SITE LAYOUT

ORIGINAL SUBMITTAL DATE: 12/28/2023

DRAWING ISSUE

#	DATE	BY	* COMMENT
0	01/07/26	NH	FOR SUBMITTAL

DRAWING INFORMATION

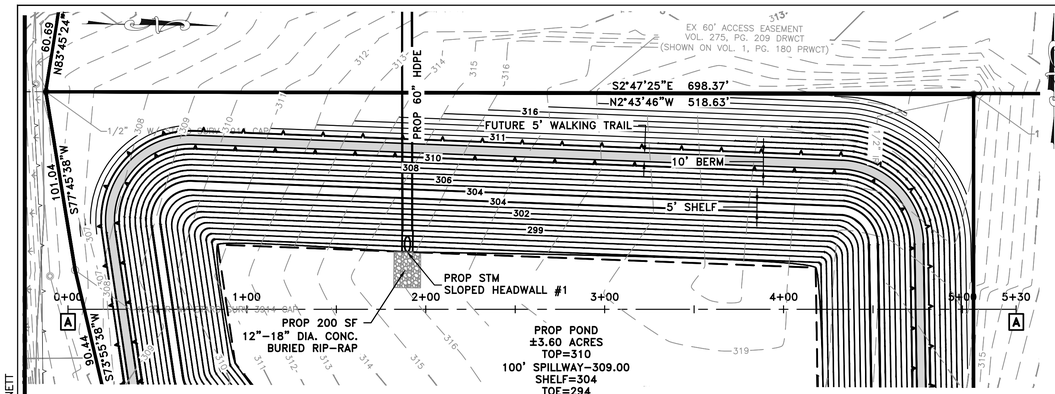
PROJECT	10830	TDLR	**
DRAWN	SAB	CHECKED BY	NH
SCALE	1" = 100' (24x36) 1" = 200' (11x17)	SHEET	02

STATE OF TEXAS
NICKOLAS HEMANN
129616
LICENSED
PROFESSIONAL ENGINEER

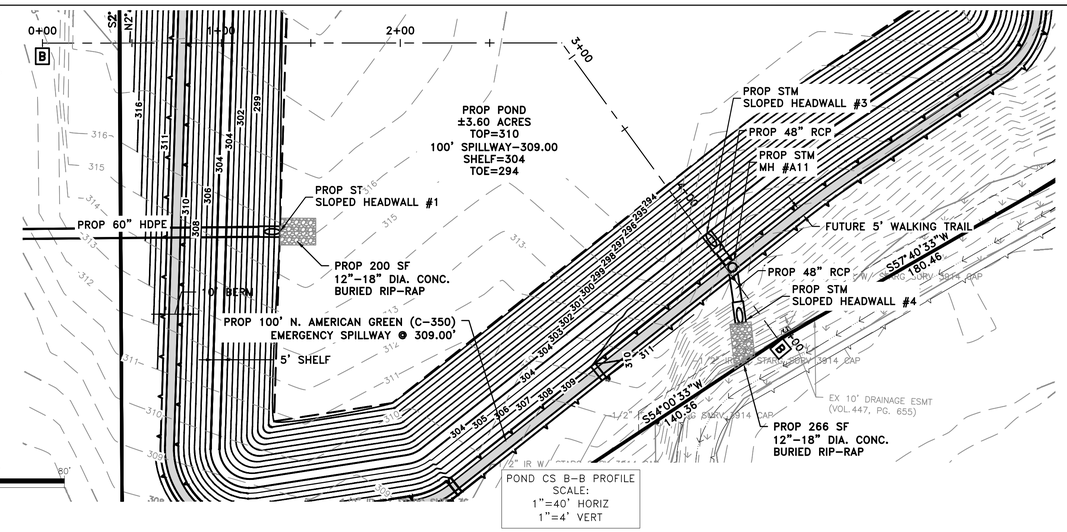
Nickolas Hemann 01/07/2026

*PLANS NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED ABOVE

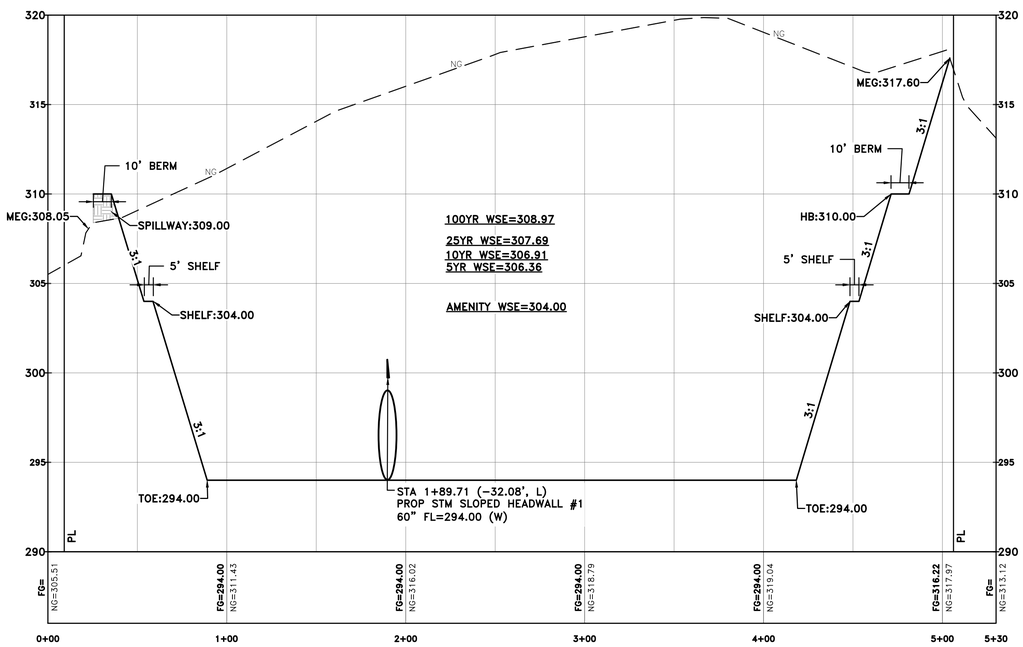
L:\SHARED\L2 ENGINEERING PROJECTS\ENGINEERING PROJECTS\10830 – EVERGREEN HILLS\03 CAD\DESIGN SET\PHASE 1\PRELIM\02 OVERALL SITE.DWG Jan. 7, 2026–1:25 PM SEAN BURNETT

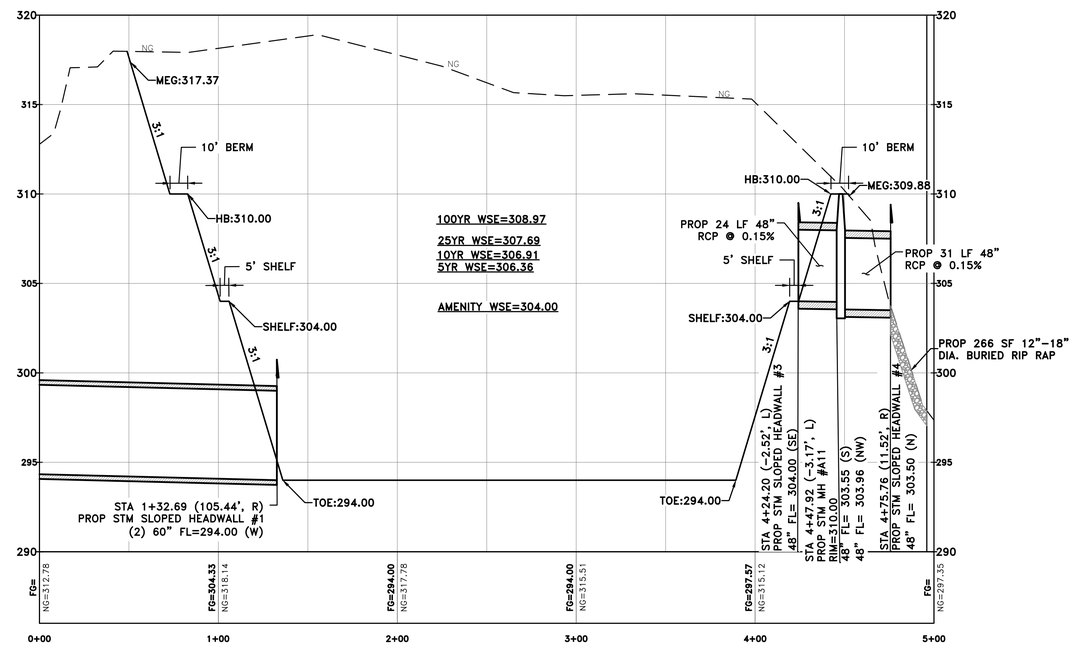


POND CS A-A PROFILE
SCALE:
1"=40' HORIZ
1"=4' VERT



POND CS B-B PROFILE
SCALE:
1"=40' HORIZ
1"=4' VERT





LEGEND:

AC = ACRE
DE = DRAINAGE EASEMENT (PRIVATE)
LF = LINEAR FEET
SAN = SANITARY SEWER (PUBLIC)
STRM = STORM SEWER (PUBLIC)
BL = BUILDING LINE
UE = UTILITY EASEMENT (PUBLIC)
PUE = PUBLIC UTILITY EASEMENT
UG = UNDERGROUND
BLDG = BUILDING

(#) = BLOCK NUMBER
# = LOT NUMBER
FLOW = DRAINAGE FLOW DIRECTION
EX PROJECT BOUNDARY

PROP PHASE 1 BOUNDARY
EX 100 YEAR FLOODPLAIN
CROSS SECTION

ALL UNDERGROUND STORM SEWER IS DESIGNED FOR A 5 YEAR FULL FLOW CAPACITY. ALL CHANNELS AND CULVERTS ARE DESIGNED FOR A 100 YEAR CAPACITY. 100 YEAR FLOW WILL BE ROUTED TO THE UNDERGROUND STORM SEWER SYSTEM AND COLLECTED IN THE DETENTION POND. POND OUTFALL SHALL NOT EXCEED PRE-EXISTING CONDITIONS IN THE 5, 10, 25, OR 100 YEAR EVENT.

POND 1: 8.8 AC-FT
0.76 OVERALL STORAGE RATE

L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 12235
3307 W. DAVIS STREET #100
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OFFICE: 936-647-0420

CLIENT INFORMATION
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JOSHUA.ABE@GMAIL.COM

PROJECT ADDRESS
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HUNTSVILLE, TX 77340

EVERGREEN HILLS AT TOWN BRANCH PHASE ONE (PRELIMINARY PLAN-NOT FOR RECORD)

POND 1 CS A-A & B-B

ORIGINAL SUBMITTAL DATE: 12/28/2023

DRAWING ISSUE

#	DATE	BY	* COMMENT
0	01/07/26	NH	FOR SUBMITTAL

DRAWING INFORMATION

PROJECT	10830	TDLR	**
DRAWN	SAB	CHECKED BY	NH
SCALE	1" = 40' (24x36) 1" = 80' (11x17)	SHEET	03

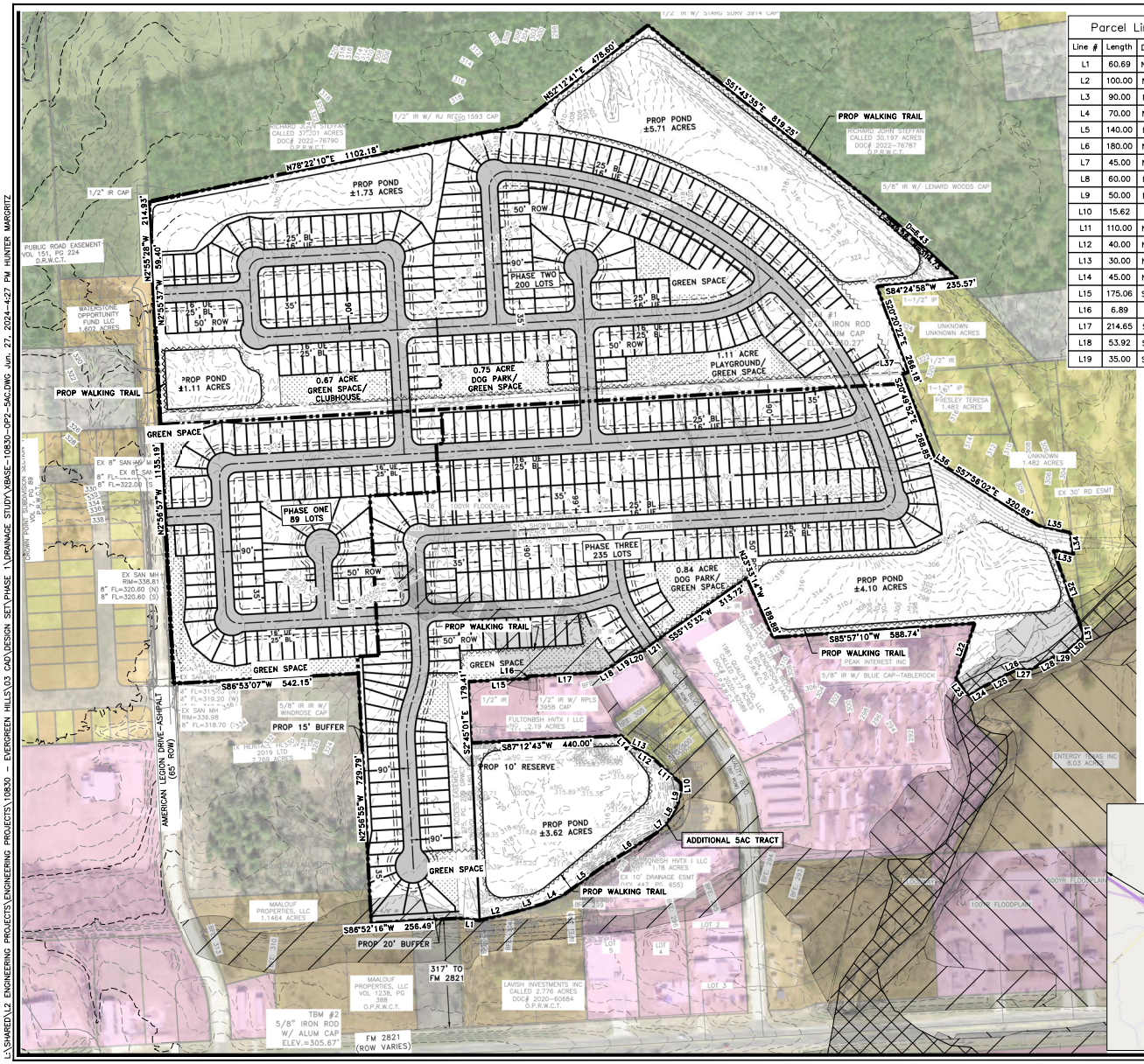
STATE OF TEXAS
NICKOLAS HEMANN
129616
LICENSED
PROFESSIONAL ENGINEER

Nickolas Hemann
01/07/2026

*PLANS NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED ABOVE

L:\SHARED\L2 ENGINEERING PROJECTS\ENGINEERING PROJECTS\10830 - EVERGREEN HILLS\03 CAD\DESIGN SET\PHASE 1\PRELIM\03 POND LAYOUT-2.DWG Jan. 7, 2026-1:25 PM SEAN BURNETT

Exhibit A



Parcel Line Table		
Line #	Length	Direction
L1	60.69	N83° 45' 24.36"W
L2	100.00	N78° 02' 42.60"E
L3	90.00	N74° 12' 42.60"E
L4	70.00	N65° 42' 42.60"E
L5	140.00	N54° 12' 42.60"E
L6	180.00	N57° 52' 42.60"E
L7	45.00	N49° 02' 42.60"E
L8	60.00	N30° 12' 42.60"E
L9	50.00	N13° 22' 42.60"E
L10	15.62	N2° 47' 17.40"W
L11	110.00	N48° 47' 17.40"W
L12	40.00	N55° 47' 17.40"W
L13	30.00	N66° 02' 17.40"W
L14	45.00	N44° 07' 17.40"W
L15	175.06	S87° 02' 59.50"W
L16	6.89	S3° 07' 41.41"E
L17	214.65	S87° 08' 41.41"W
L18	53.92	S59° 41' 38.66"W
L19	35.00	S54° 53' 46.96"W

Parcel Line Table		
Line #	Length	Direction
L20	47.63	S73° 21' 23.31"W
L21	60.12	S52° 11' 58.46"W
L22	171.77	N18° 46' 24.78"E
L23	62.37	N36° 44' 31.98"W
L24	56.19	S58° 28' 11.96"W
L25	89.23	S61° 56' 11.96"W
L26	15.54	S64° 44' 11.96"W
L27	41.91	N89° 02' 48.04"W
L28	97.93	S60° 51' 11.96"W
L29	15.24	S87° 28' 11.96"W
L30	69.82	S47° 07' 11.96"W
L31	15.76	S6° 58' 48.04"E
L32	253.19	S19° 51' 59.04"E
L33	60.83	N75° 53' 46.11"W
L34	65.75	S8° 27' 10.30"E
L35	94.84	S77° 20' 00.69"E
L36	35.02	S55° 08' 28.86"E
L37	20.03	S67° 08' 28.92"W

0 150' 300'

RESIDENTIAL SUMMARY
TOTAL ACRES – 91.89
TOTAL # OF LOTS = 523
LOTS/AC = 5.53
GREEN SPACE ACRES – 7.20

NOMINAL LOT WIDTH = 35'
NOMINAL LOT DEPTH = 90'

SURVEYOR:
TABLE ROCK
FIRM NO. 10194261
JEFF STEINIG
2204 TIMBERLOCH PLACE, SUITE 180
THE WOODLANDS, TX 77380
832-415-3869

ENGINEER:
L SQUARED ENGINEERING
FIRM NO. 11235
JONATHAN PAYNE
3307 W. DAVIS ST., SUITE 100
CONROE, TEXAS 77304
936-647-0420
JPAYNE@L2ENGINEERING.COM

DEVELOPER:
SPJR PROPERTIES, LLC
STEFAN PARDOE
16864 W. DOUNREAY
MONTGOMERY, TEXAS 77316
936-931-8270
INFO@SJPCAPLLC.COM

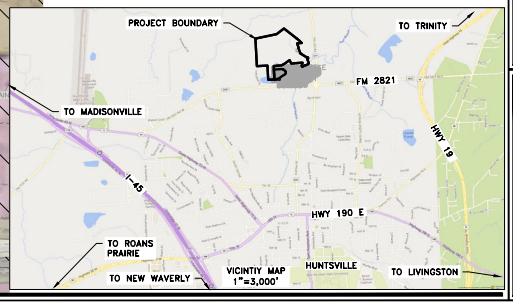
AMENITY NOTES:

1. PROPOSED WALKING TRAIL WILL BE PAVED AND INCLUDE LIGHTING.
2. PLAYGROUND EQUIPMENT WILL BE COMMERCIAL GRADE.

LAND USE LEGEND
- SINGLE FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- RESIDENTIAL INVENTORY
- COMMERCIAL
- VACANT LOTS AND TRACTS
- VACANT RECREATIONAL LOTS
- AGRICULTURE
- RESIDENTIAL FARM & RANCH
- INDUSTRIAL
- UTILITY
- PERS PROP MOBILE HOMES (DIF. LAND/HOME OWNER)
- EXEMPT
- NO STATE CODE

FLOODPLAIN LEGEND
- 500 YR FLOODPLAIN
- 100 YR FLOODPLAIN
- FLOODWAY

- EX PROJECT BOUNDARY
- PROP PHASE BOUNDARIES
- PROP WALKING TRAILS



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MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 11235
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304
OFFICE: 936-647-0420

EVERGREEN HILLS AT TOWN BRANCH

DEVELOPMENT PLAN

6/27/2024

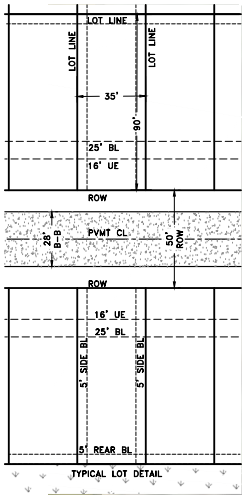
DRAWING INFORMATION			
PROJECT	10830	TOUR	**
DRAWN	RHM	CHECKED	JTW
SCALE 1" = 150' (24x36) 1" = 300' (11x17)		SHEET	01

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:

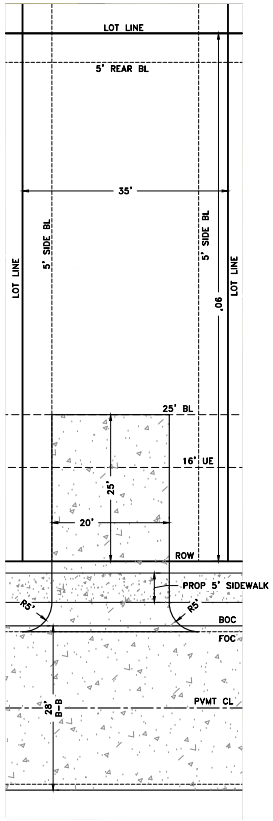
JONATHAN PAYNE, PE #139294

FOR REVIEW PURPOSES ONLY NOT FOR CONSTRUCTION

L:\SHARED\L2 ENGINEERING PROJECTS\ENGINEERING PROJECTS\10830 - EVERGREEN HILLS\03 CAD\DESIGN SET\PHASE 1\DRAINAGE STUDY\XBASE-10830-OP2-5AC.DWG Jun. 27, 2024-4:27 PM HUNTER MARGRITZ



TYPICAL LOT DETAIL



TYPICAL DRIVEWAY DETAIL

L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 11230
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304
OFFICE: 936-647-0410

EVERGREEN HILLS AT TOWN BRANCH

DEVELOPMENT PLAN

4/4/2024

DRAWING INFORMATION

PROJECT	10830	TOUR	**
DRAWN	RHM	CHECKED	JTW
SCALE 1" = 150' (24x36) 1" = 300' (11x17)		SHEET	02

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PLANNING COMMISSION
AGENDA ITEM DISCUSSION FORM

Prepared by: Layne Yeager, City Planner

MEETING DATE: January 15, 2026

SUBJECT: Evergreen Hills, Section 1 – Final Plat

TYPE OF REVIEW: Final Plat

APPLICANT: SPJR Properties

FACTS, CODE REQUIREMENTS AND CONDITIONS

The subject property is currently undeveloped and is approximately 97.5621 acres in size. It is proposed to be Evergreen Hills Section 1, consisting of 11.55 acres. It will be located off Quality Blvd and American Legion Dr. in the City of Huntsville. The properties adjacent to the subject property are Medium and High Density Residential located to the north and west of the subject property and Mixed Use commercial properties to the south.

The purpose of this Preliminary Plan is for the creation of Evergreen Hills, Section 1. The 97.5621 acre subdivision will consist of 89 lots and 5 reserves with a lot density of 7.7 lots per acres and will be for simple living residential.

On March 1, 2024, a Development Agreement was signed by the city, and was recorded March 21, 2024, in the Official Records of Walker County, Texas.

At the June 20th, 2024, Planning Commission meeting, the Commission unanimously voted to approve the Development Plan for The Evergreen Hills (at Town Branch), and was passed by the City Council on August 6, 2024. The Preliminary Plan for Section 1 was submitted on December 27, 2023, but was never approved, therefore we will be approving the Preliminary Plan along with the Final Plat of Section 1.

According to the site plan, there will be an entrance/exit points into the community from Quality Blvd and American Legion Dr. There are 4 Restricted Reserves for open space & drainage, totaling 1.5552 acres, and 1 Restricted Reserve for the detention pond and open space, 5.3432 acres.

The setbacks will be 20’ on the front, 10’ in the rear, and 5’ on the sides. There will be approximately 2.2 miles of nature trail easements and 1.7 miles of additional walking trails.

The construction of public improvements, streets, water, and drainage facilities are required for the proposed development. The Developer will be required to provide any off-site infrastructure required for the subdivision per the requirements of the *Development Code* and the City's Engineering Design Criteria. The final civil engineering plans have been reviewed and are approved.

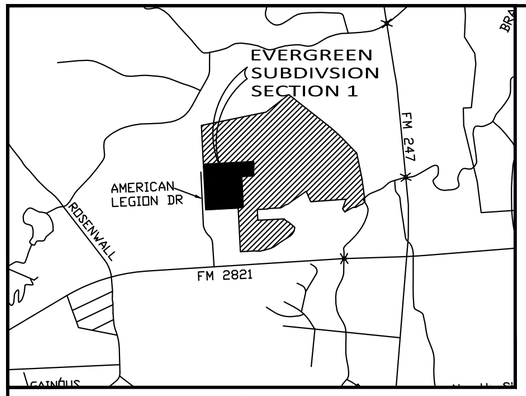
The Final Plat is being presented to the Commission for review and approval, dependent on the approval of the Preliminary Plan.

STAFF RECOMMENDATION:

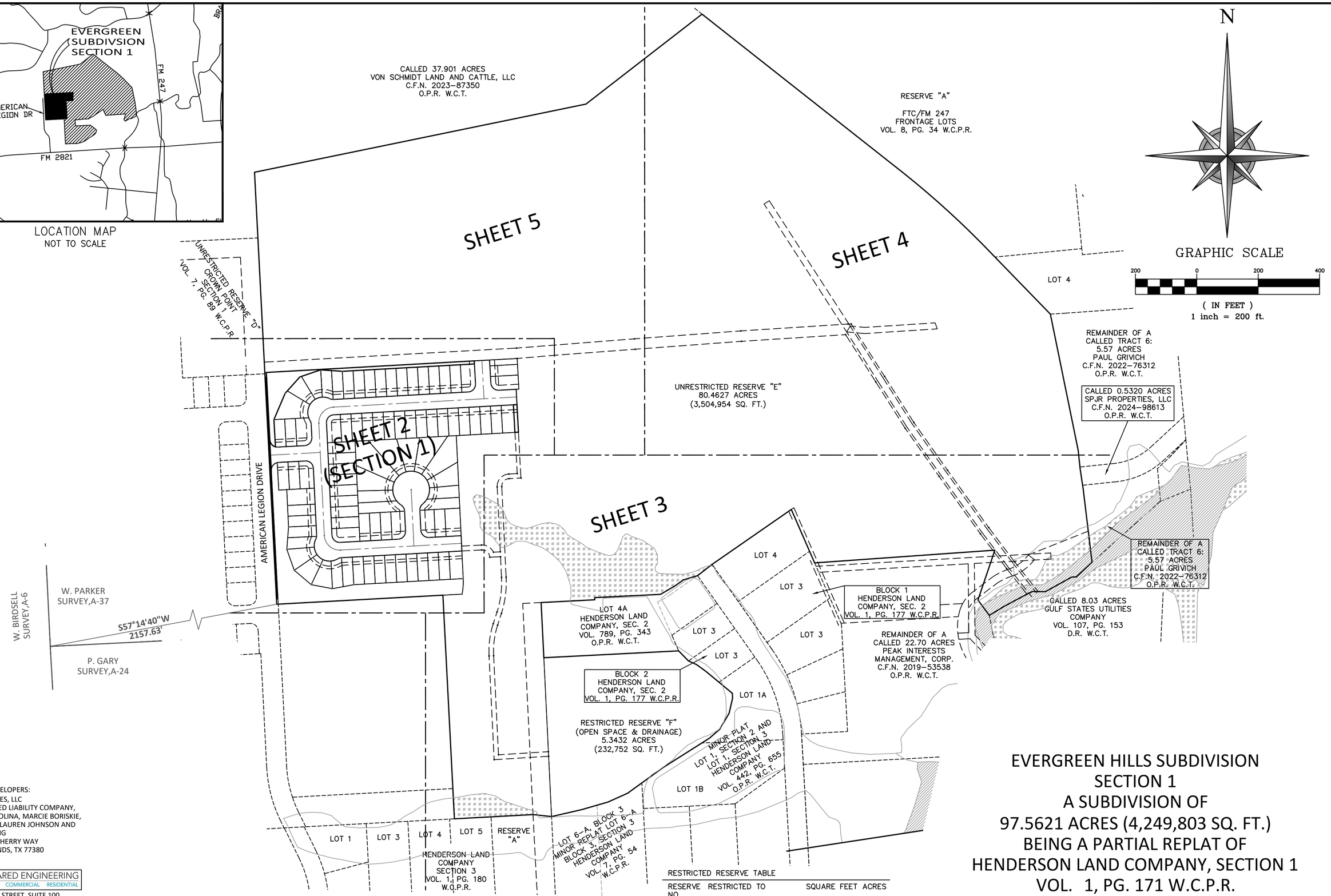
As it is in compliance with the Development Code residential subdivision regulations, staff recommends ***approval*** *of the Final Plat as submitted for Evergreen Hills Section 1.*

ATTACHMENTS:

Final Plat
Vicinity map
Development Plan Exhibit
Development Agreement



LOCATION MAP
NOT TO SCALE



OWNERS / DEVELOPERS:
SPJR PROPERTIES, LLC
A TEXAS LIMITED LIABILITY COMPANY,
SAMANTHA MOLINA, MARCIE BORISKIE,
ADAM OLSEN, LAUREN JOHNSON AND
TAYLOR TREYBIG
2905 LAUREL CHERRY WAY
THE WOODLANDS, TX 77380

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W. DAVIS STREET, SUITE 100
CONROE, TX 77304

SURVEYOR:
Fulcrum SURVEYING
104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507
TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com

LEGEND / ABBREVIATIONS

A	ABSTRACT
B.L.	BUILDING LINE
C.F.N.	CLERK'S FILE NUMBER
FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
O.P.R.	OFFICIAL PUBLIC RECORDS
W.C.T.	WALKER COUNTY, TEXAS
W.C.P.R.	WALKER COUNTY PLAT RECORDS
R.O.W.	RIGHT OF WAY
U.E.	UTILITY EASEMENT
"S"	SET 5/8 INCH IRON ROD WITH CAP "FULCRUM LAND SURVEYING"
PROPERTY MARKER	O

RESTRICTED RESERVE TABLE

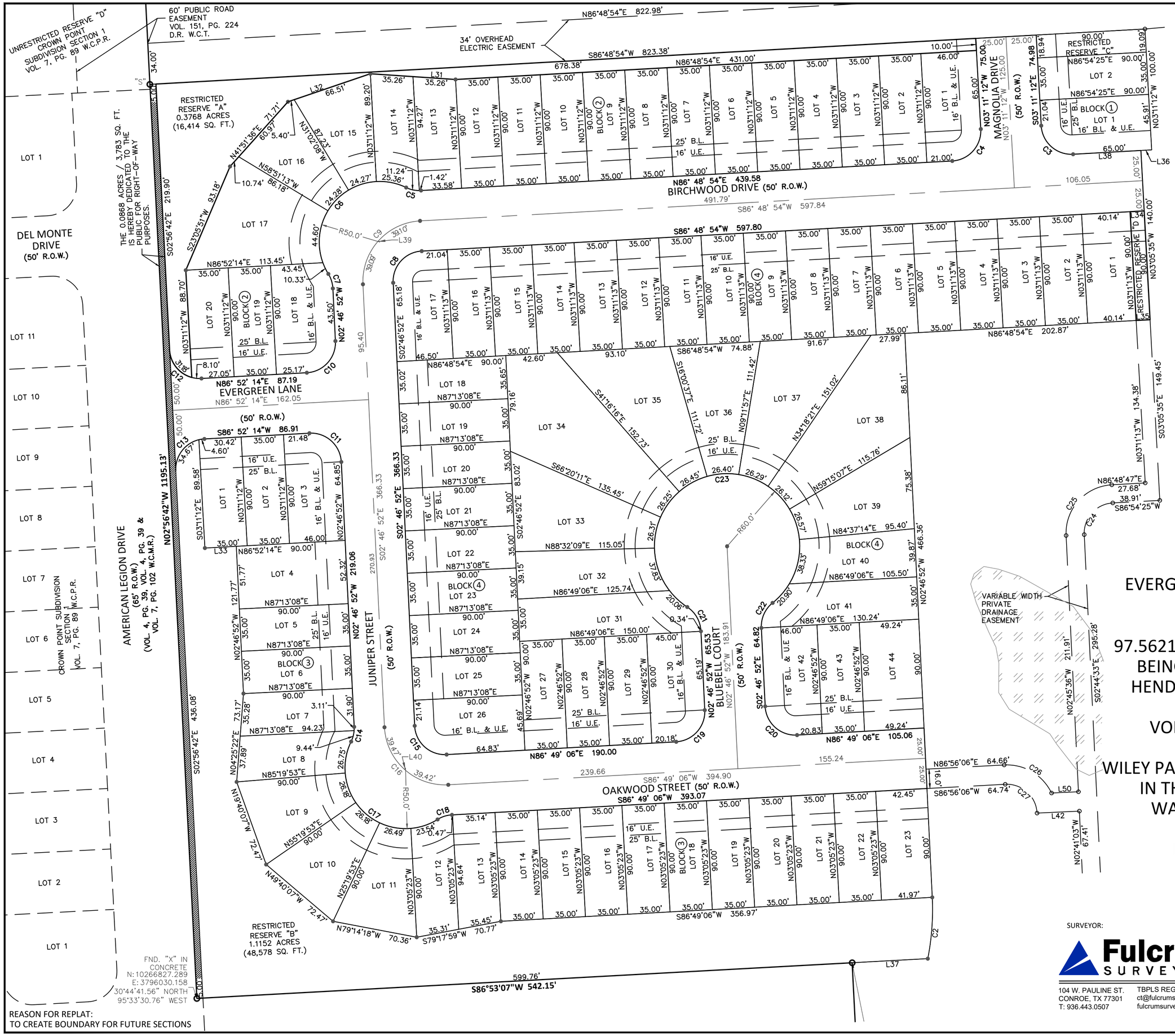
RESERVE NO.	RESTRICTED TO	SQUARE FEET	ACRES
A	OPEN SPACE/DRAINAGE	16,414	0.3768
B	OPEN SPACE/DRAINAGE	48,578	1.1152
C	OPEN SPACE/DRAINAGE	1,711	0.0393
D	OPEN SPACE/DRAINAGE	1,040	0.0239
E	OPEN SPACE/DRAINAGE	3,737,622	85.8040

REASON FOR REPLAT:
TO CREATE BOUNDARY FOR FUTURE SECTIONS

EVERGREEN HILLS SUBDIVISION SECTION 1

A SUBDIVISION OF
97.5621 ACRES (4,249,803 SQ. FT.)
BEING A PARTIAL REPLAT OF
HENDERSON LAND COMPANY, SECTION 1
VOL. 1, PG. 171 W.C.P.R.
LOCATED IN THE
WILEY PARKER SURVEY, ABSTRACT 37
IN THE CITY OF HUNTSVILLE
WALKER COUNTY, TEXAS

NOVEMBER 2025



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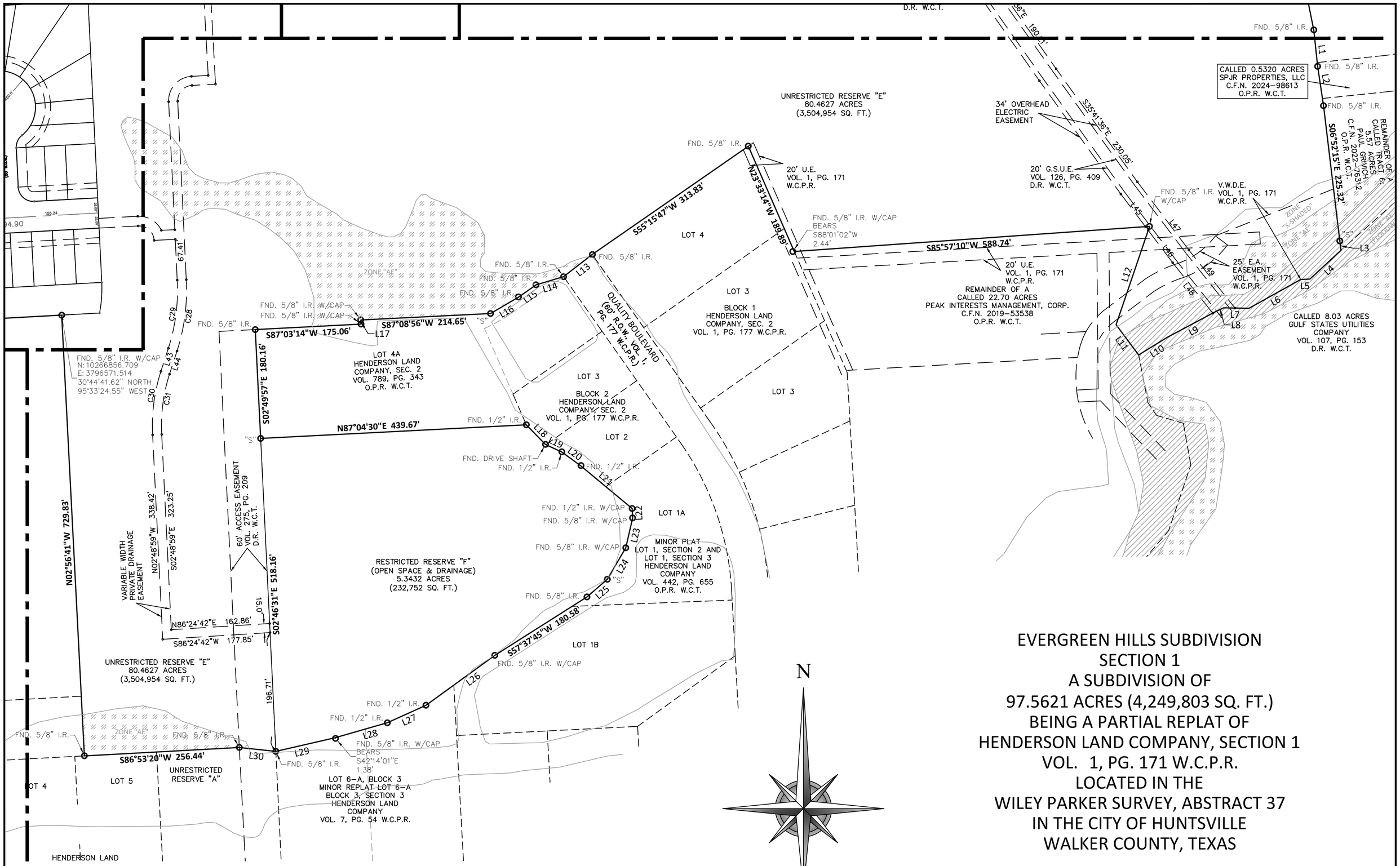
SHEET 2 OF 7



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GRAPHIC SCALE

100 0 100 200

(IN FEET)
1 inch = 100 ft.

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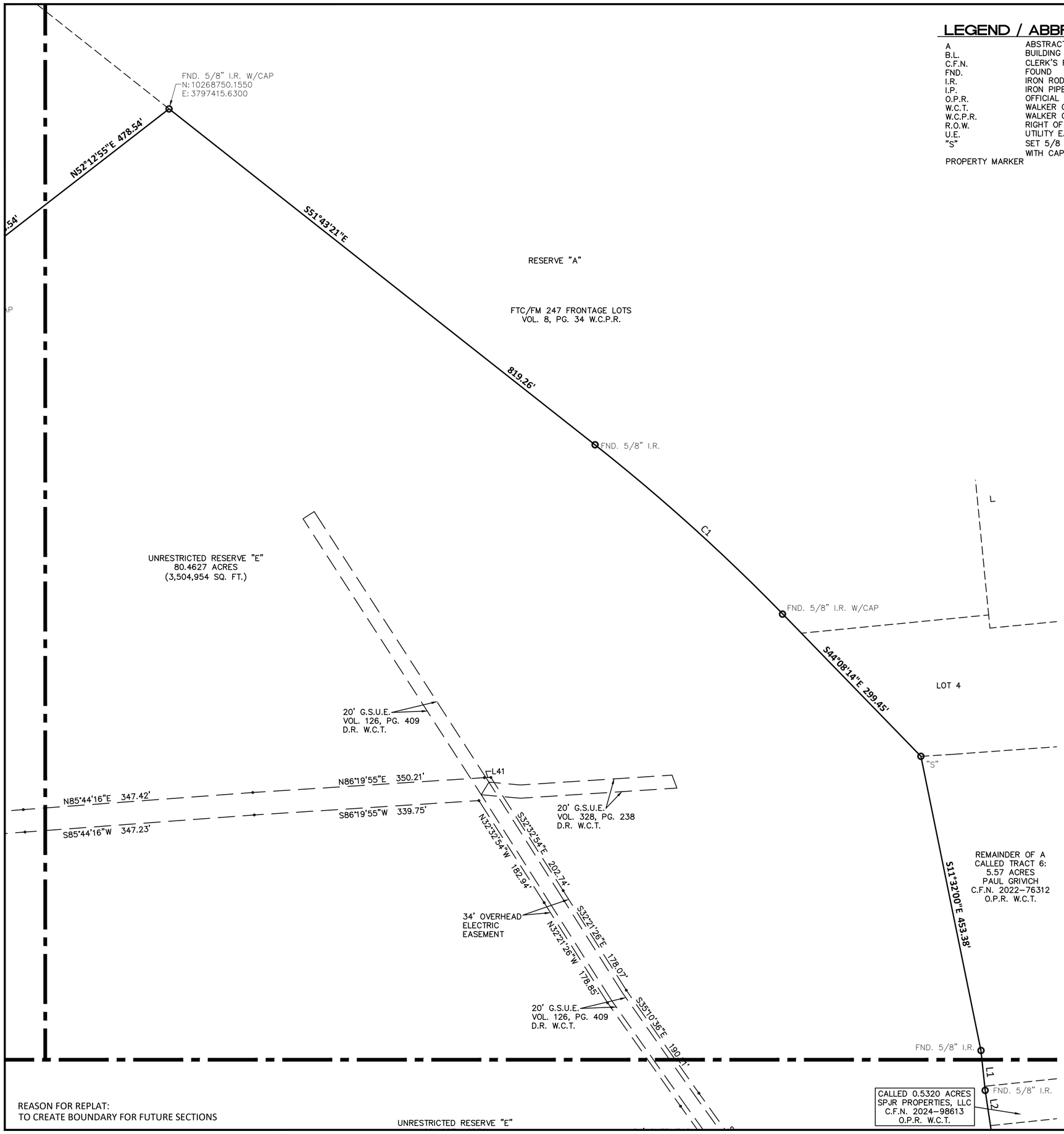

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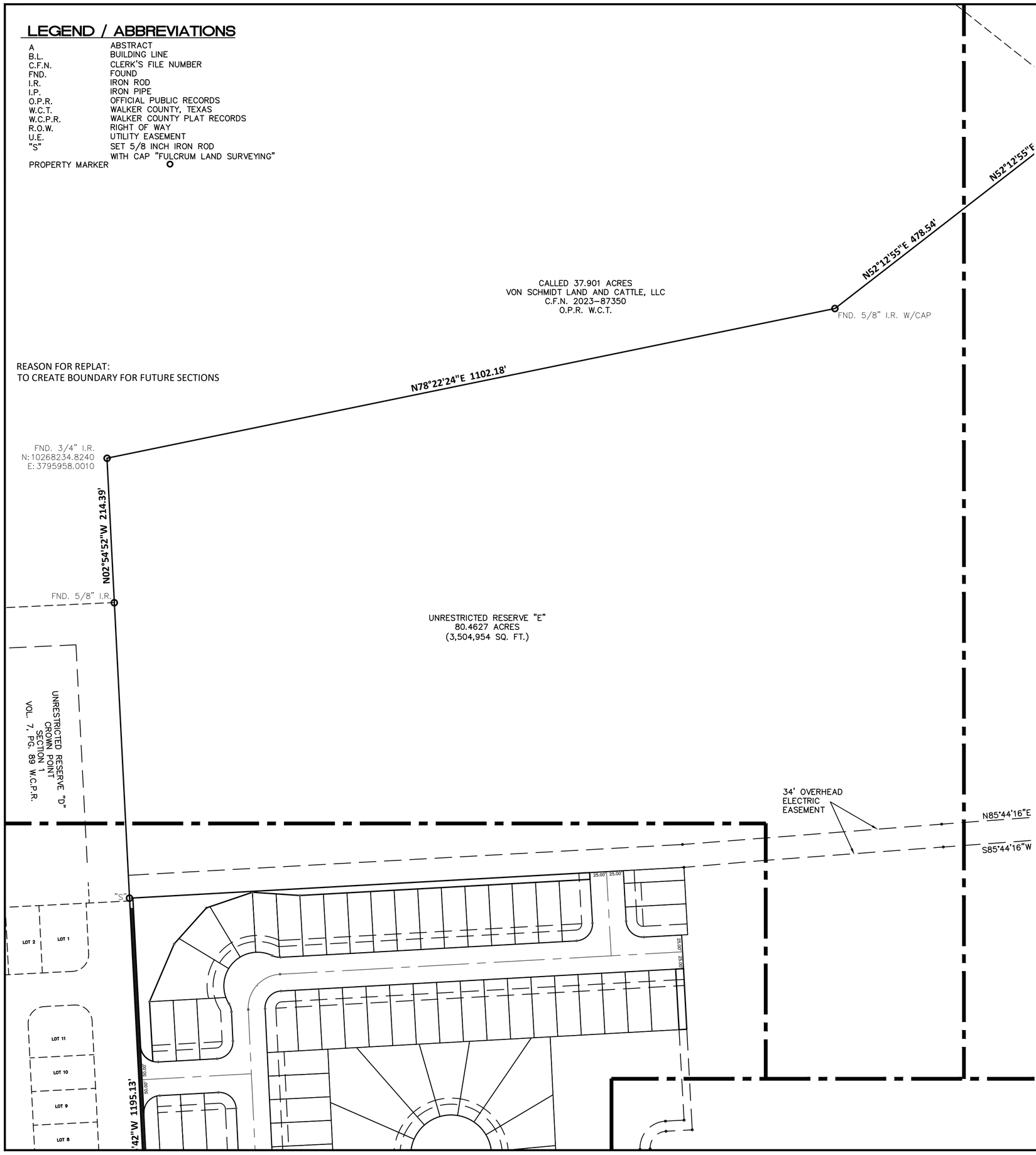

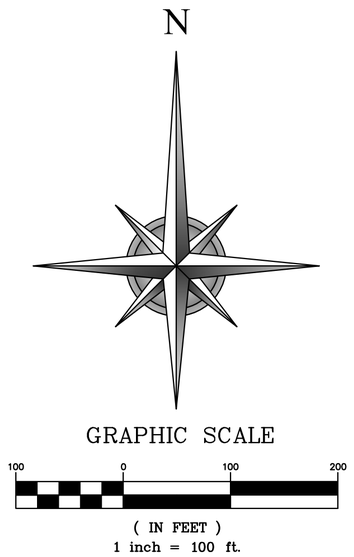

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CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS,
COUNTY OF WALKER.

We, the undersigned, owners of the land shown on this plat and designated as the Plat of EVERGREEN HILLS SUBDIVISION SECTION 1 in the City of Huntsville, Walker County, Texas, and whose name is subscribed hereto, do hereby dedicate to the use of the public forever all streets, parks, easements and public places shown thereon for the purpose and consideration therein expressed.

_____
SPJR Properties, LLC, a Texas limited liability company

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS,
COUNTY OF WALKER.

This Instrument was acknowledged before me on the day of _____, 2026 by _____.

_____
Notary Public for State of Texas

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_____
Taylor Treybig

NOTARY PUBLIC ACKNOWLEDGEMENT

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Notary Public for State of Texas

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_____
Lauren Johnson

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS,
COUNTY OF WALKER.

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Notary Public for State of Texas

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_____
Adam Olsen

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS,
COUNTY OF WALKER.

This Instrument was acknowledged before me on the day of _____, 2026 by _____.

_____
Notary Public for State of Texas

REASON FOR REPLAT: TO CREATE BOUNDARY FOR FUTURE SECTIONS

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_____
Marcie Boriskie

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS,
COUNTY OF WALKER.

This Instrument was acknowledged before me on the day of _____, 2026 by _____.

_____
Notary Public for State of Texas

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_____
Samantha Molina

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS,
COUNTY OF WALKER.

This Instrument was acknowledged before me on the day of _____, 2026 by _____.

_____
Notary Public for State of Texas

CERTIFICATE BY THE LIENHOLDER

We, Austin Bank, Texas Association, owner and holder of a liens against the property described in the plat known as EVERGREEN HILLS SUBDIVISION SECTION 1, said Liens being evidenced by instrument of record in the Instrument No. 2022–83937, 2023–87398 and 2024–99550 of the Official Public Records of Walker County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said liens and have not assigned the same nor any part thereof.

Austin Bank, Texas Association

By: _____

_____
Austin Bank, Texas Association

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF WALKER

BEFORE ME, the undersigned authority, on this day personally appeared _____, Austin Bank, Texas Association, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

Print Name: _____

My Commission expires: _____

CERTIFICATION BY THE SURVEYOR

I, Clemente Turrubiartes, Jr., certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

_____
Clemente Turrubiartes, Jr.
Registered Professional Land Surveyor No. 6657

CERTIFICATION BY THE CITY ENGINEER

STATE OF TEXAS,
COUNTY OF WALKER.

I, the undersigned, City Engineer of Huntsville, Texas, hereby certify that proper engineering consideration has been given to this plat regarding the design and construction of public improvements and related easements and right–of–way.

Dated this _____ day of _____, 2026.

_____
Kathlie Jeng–Bulloch
City of Huntsville City Engineer

CERTIFICATE OF THE CITY PLANNING OFFICER

I, the undersigned, Planning Officer of the City of Huntsville, Texas, certify that this plat conforms to the City Comprehensive Plan, and all applicable design criteria and standards of the City of Huntsville, Texas.

Dated this _____ day of _____, 2026.

_____
Layne Yeager
City of Huntsville Planning Officer

CERTIFICATION BY THE COUNTY CLERK

STATE OF TEXAS,
COUNTY OF WALKER.

I, Kari A. French, County Clerk in and for Walker County, do hereby certify that this plat with its certificates of authentication was filed for record in my office the

_____ day of _____, 2026, in the Plat Records of Walker County in

Volume _____, Page _____.

_____
Kari A. French, County Clerk
Walker County, Texas

APPROVAL OF THE PLANNING COMMISSION

This plat has been submitted to and considered by the Planning Commission of the City of Huntsville, Texas, with the respect to the platting of this land and is hereby approved by the commission.

_____
Al Hooten
Chairman of the Planning Commission

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GENERAL NOTES:

1. The purpose of this plat is to create eighty–nine lots, four reserves and dedicate acreage for street right of way as shown hereon.

2. Bearings, Distances, Coordinates and Areas hereon are Grid and referenced to the Texas State Plane Coordinate System, Central Zone, NAD83, and the City of Huntsville Mapping Control Network and based on G.P.S. Station No. 6023 and 6020, having published coordinates of:
6023 N=10,260,078.59 Feet(US), E=3,790,372.054 Feet(US)
6020 =10,245,192.143 Feet(US), E=3,796,613.478 Feet(US)
GPS observations. Distances may be converted to geodetic horizontal (surface) by dividing by a Combined Scale factor of 0.99989348.

3. Based on the graphic location of the available GIS data from the Federal Emergency Management Agency (FEMA) Flood Map Service Center (https: //msc.fema.gov/portal/search) superimposed upon the subject tract, and based on the FEMA Flood Insurance Rate Map, effective August 16, 2011, City of Huntsville #480639, Map No. 48471C0355D, this property is located within Flood Hazard Zone "X", "X–Shaded", "AE" and "AE–FLOODWAY". This statement does not imply that any portion of the subject tract is free of potential flood hazard; localized flooding can occur due to natural and/or man–made influences. This flood statement shall create no liability on the part of Core Land Surveying or the undersigned.

4. All public easements denoted on the plat are hereby dedicated to the use of the public forever. Any public utility, including the City of Huntsville and/or Walker County, shall have the right always of ingress and egress to and from and upon these easements for construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of getting the permission of the property owner. Any public utility, including the City of Huntsville and/or Walker County, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Huntsville and/or Walker County nor any public utility shall be responsible for replacing or reimbursing the property owner due to removal of or relocation of any obstructions in the public easements.

5. If existing structures are demolished, new construction must comply with building setback lines shown hereon.

6. Monuments shown hereon as found are controlling monuments, unless noted as reference only.

7. This survey was completed with a City Planning Letter, from Integrity Title, effective date of November 7, 2025, Job No. 2546266A. All easements listed are shown hereon.

8. Per instrument filed under C.F. No. 2024–97150, the Evergreen Hills Municipal Utility District No. 1 will be responsible for the Private Drainage Easements and Detention Pond.

9. Minimum Setback Lines:
Front: 20'(Unless otherwise shown on plat)
Side: 5' (Unless otherwise shown on plat)
Rear: 10' (Unless otherwise shown on plat)

LINE TABLE

NO.	BEARING	LENGTH
L1	S 06°02'16" E	60.59'
L2	S 08°30'16" E	65.80'
L3	S 07°29'39" E	15.40'
L4	S 47°08'47" W	70.14'
L5	S 87°29'47" W	15.24'
L6	S 60°52'47" W	97.93'
L7	N 89°01'13" W	41.91'
L8	S 64°45'47" W	15.54'
L9	S 61°57'47" W	89.23'
L10	S 58°29'47" W	55.89'
L11	N 36°44'32" W	62.28'
L12	N 18°46'25" E	171.77'
L13	S 52°12'13" W	60.12'
L14	S 73°21'38" W	47.63'
L15	S 54°54'01" W	35.00'
L16	S 59°41'53" W	53.92'
L17	S 03°07'27" E	6.89'
L18	S 44°16'16" E	45.42'
L19	S 65°15'20" E	29.93'
L20	S 53°52'26" E	38.36'
L21	S 50°14'41" E	110.64'
L22	S 03°02'37" E	15.55'
L23	S 12°56'07" W	50.70'
L24	S 30°17'49" W	60.29'
L25	S 49°06'37" W	44.55'

LINE TABLE

NO.	BEARING	LENGTH
L26	S 54°00'33" W	140.43'
L27	S 65°43'48" W	69.95'
L28	S 73°56'58" W	90.23'
L29	S 77°01'58" W	100.26'
L30	N 83°52'23" W	60.76'
L31	S 86°09'56" E	70.53'
L32	N 71°13'56" E	71.92'
L33	S 86°52'14" W	26.00'
L34	S 86°48'54" W	11.63'
L35	N 86°48'54" E	11.48'
L36	N 86°48'54" E	8.91'
L37	N 86°53'07" E	62.61'
L38	N 86°48'54" E	56.10'
L39	N 47°59'02" W	1.50'
L40	S 41°59'26" W	1.37'
L41	N 87°58'42" E	9.96'
L42	S 87°18'57" W	35.00'
L43	N 17°55'55" E	40.14'
L44	S 17°55'55" W	40.14'
L45	N 37°03'27" W	67.53'
L46	N 37°03'27" W	67.13'
L47	S 37°03'27" E	141.42'
L48	N 38°27'36" W	106.46'
L49	S 38°27'36" E	122.21'
L50	N 87°18'57" E	22.23'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	381.61'	2,914.83	7°30'04"	S 47°58'17" E	381.34'
C2	50.89'	210.00	13°53'09"	N 04°09'43" E	50.77'
C3	39.29'	25.00	90°02'17"	S 48°09'57" E	35.37'
C4	39.27'	25.00	90°00'06"	N 41°48'51" E	35.36'
C5	12.66'	25.00	29°01'10"	S 78°40'31" E	12.53'
C6	128.84'	50.00	147°38'12"	N 42°00'58" E	96.04'
C7	12.66'	25.00	29°01'17"	N 17°17'30" W	12.53'
C8	39.09'	25.00	89°35'46"	S 42°01'01" W	35.23'
C9	78.19'	50.00	89°35'45"	S 42°01'01" W	70.46'
C10	39.12'	25.00	89°39'06"	N 42°02'41" E	35.25'
C11	39.42'	25.00	90°20'48"	N 47°57'17" W	35.46'
C12	39.35'	25.00	90°11'03"	S 48°02'14" E	35.41'
C13	39.19'	25.00	89°48'57"	S 41°57'46" W	35.30'
C14	12.55'	25.00	28°45'36"	N 11°35'56" E	12.42'
C15	39.44'	25.00	90°24'02"	S 47°58'53" E	35.48'
C16	78.89'	50.00	90°24'02"	S 47°58'53" E	70.96'
C17	129.13'	50.00	147°58'27"	N 48°00'29" W	96.12'
C18	12.57'	25.00	28°48'49"	S 72°24'42" W	12.44'
C19	39.08'	25.00	89°34'09"	N 42°02'02" E	35.22'
C20	39.44'	25.00	90°24'02"	S 47°58'53" E	35.48'
C21	23.55'	25.00	53°58'05"	N 29°45'54" W	22.69'
C22	23.55'	25.00	53°58'05"	S 24°12'11" W	22.69'
C23	301.53'	60.00	287°56'10"	N 87°13'08" E	70.59'
C24	39.09'	25.00	89°35'39"	S 42°00'58" W	35.23'
C25	62.55'	40.00	89°35'39"	N 42°00'58" E	56.37'
C26	48.24'	41.00	67°24'37"	S 59°21'36" E	45.50'
C27	39.44'	25.00	90°22'46"	N 47°52'31" W	35.47'
C28	119.79'	325.00	21°07'08"	S 07°22'21" W	119.12'
C29	114.33'	310.00	21°07'51"	N 07°22'00" E	113.68'
C30	106.53'	290.00	21°02'51"	N 07°24'30" E	105.93'
C31	101.06'	275.00	21°03'20"	S 07°24'15" W	100.49'

EVERGREEN HILLS SUBDIVISION
SECTION 1
A SUBDIVISION OF
97.5621 ACRES (4,249,803 SQ. FT.)
BEING A PARTIAL REPLAT OF
HENDERSON LAND COMPANY, SECTION 1
VOL. 1, PG. 171 W.C.P.R.
LOCATED IN THE
WILEY PARKER SURVEY, ABSTRACT 37
IN THE CITY OF HUNTSVILLE
WALKER COUNTY, TEXAS

NOVEMBER 2025

SURVEYOR:

Fulcrum SURVEYING

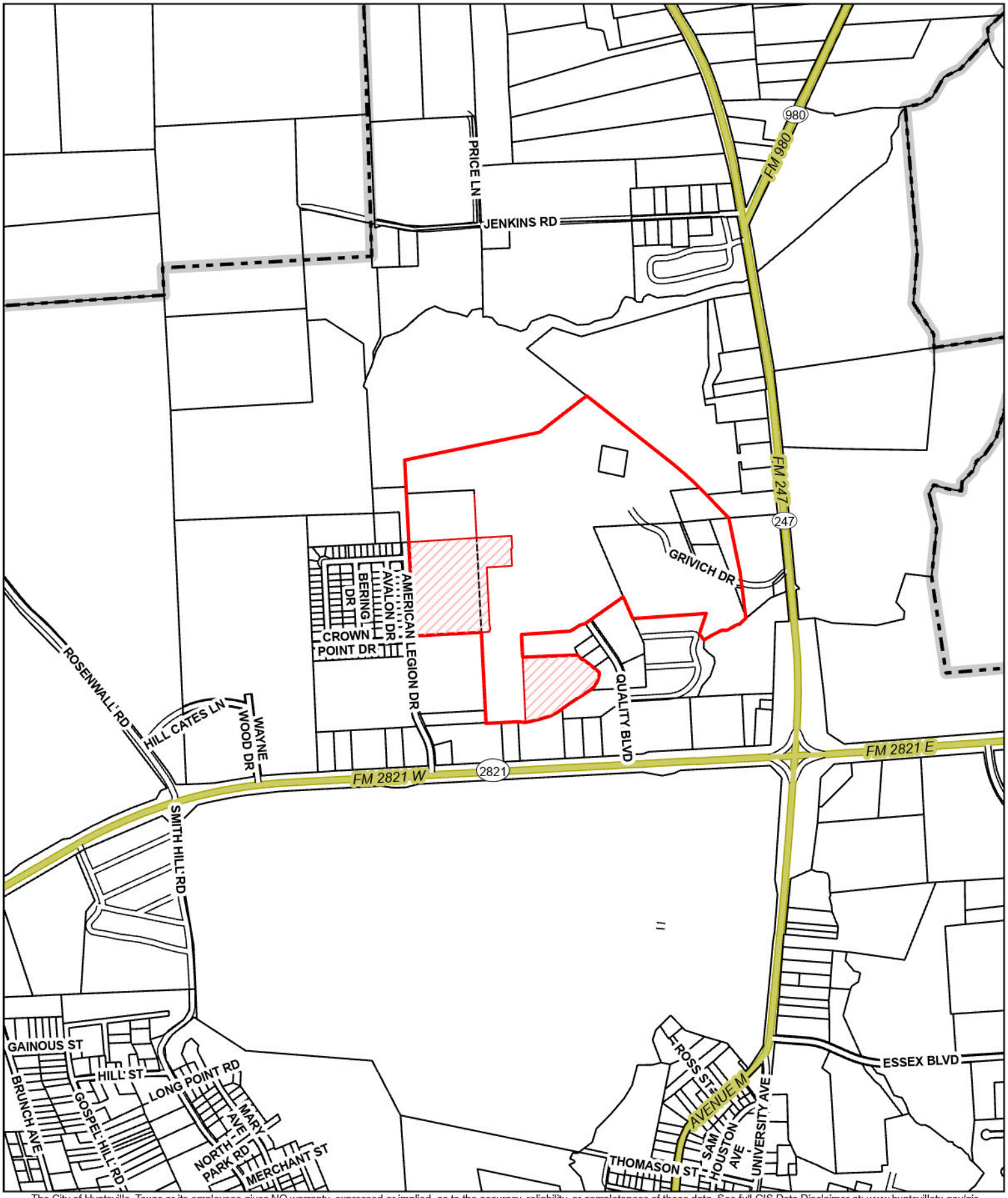
104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507

TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com

OWNERS / DEVELOPERS:
SPJR PROPERTIES, LLC
A TEXAS LIMITED LIABILITY COMPANY,
SAMANTHA MOLINA, MARCIE BORISKIE,
ADAM OLSEN, LAUREN JOHNSON AND
TAYLOR TREYBIG
2905 LAUREL CHERRY WAY
THE WOODLANDS, TX 77380

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W. DAVIS STREET, SUITE 100
CONROE, TX 77304

REASON FOR REPLAT: TO CREATE BOUNDARY FOR FUTURE SECTIONS



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See full GIS Data Disclaimer at: www.huntsvilletx.gov/gis

0 400 800 1,600 Feet

CREATED DATE: 12/30/2025

CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

EVERGREEN HILLS
SECTION 1

Service Layer Credits: The City of Huntsville, TX GIS Division

Minor/Final Subdivision Application

City of Huntsville | 448 State Highway 75 North | Huntsville, TX 77320 | 936-294-5782

Subdivision Name

EVERGREEN HILLS SECTION 1

Type of Subdivision

☐ Minor *4 or fewer lots and no extension of public infrastructure ☑ Final ☐ Modification(s) & Waiver(s) of Subdivision Standards Needed

Subject Property Information – [This is for information pertaining to the exact site the development is to take place]

Located in (Choose One) ☑ City Limits ☐ Extra-Territorial Jurisdiction (ETJ)

Address or General Location _____

Current Water Service ☐ None ☑ City ☐ Private Well ☐ Utility District

Current Sewer Service ☐ None ☑ City ☐ Septic ☐ Aerobic

Proposed Use of Land _____

Property Owner Information [If more than one property owner, check ☐ & attach a separate page listing all owners]

By signing below, I acknowledge that I am the rightful owner of the property proposed for development; and, if different, I authorize the "Applicant" to serve as my agent for matters pertaining to the subdivision process (with the exception of the signature on the plat).

Name SPJR Properties, LLC A Texas Limited Liability Company

2905 Laural Cherry Way (Mailing Address) | The Woodlands (City) | TX (State) | 77380 (Zip Code)

Phone Number 713-489-3878 Alternate Phone Number _____

E-mail: info@sjpcapllc.com

Owner's Signature Required _____ Date 11-6-2025

Applicant Information [As authorized by the property owner(s)]

Name Fulcrum Surevying

PO BOX 130024 (Mailing Address) | SPRING (City) | TX (State) | 77393 (Zip Code)

Phone Number 405-706-9947 Alternate Phone Number _____

E-mail: naomi@fulcrumsurveying.com

Naomi Strauss (Applicant's Signature) Date 11-4-25

Surveyor Information

Name: Naomi Strauss Company: Fulcrum Surveying

PO BOX 130024 (Mailing Address) SPRING (City) TX (State) 77393 (Zip Code)

Phone Number: 405-706-9947 Alternate Phone Number:

E-mail: naomi@fulcrumsurveying.com

Engineer Information (if applicable)

Name: Nick Hemann Company: L Squared Engineering

3307 W. Davis ST, Suite 100 (Mailing Address) Conroe (City) TX (State) 77304 (Zip Code)

Phone Number: 936-647-0420 Alternate Phone Number:

E-mail: nhemann@l2engineering.com

Approved Public Improvement Plans or Permits (if applicable)

☐	Utility Layout Plans	☐	Flood Plain Permit
☐	Water/Sewer Plans	☐	Sanitary Sewer Report
☐	Street Plans	☐	TxDOT
☐	Grading/Drainage Plans	☐	

Choose One Option:

	Public Improvements will be constructed prior to filing the plat		
	- Agreement to Construct Public Improvements Submitted	Received	Complete
☐	A Letter of Credit/Bond will be issued in order for the plat to be filed		
	- Letter/Bond Submitted	Received	

Items to Submit With this Application

✓	4 **paper** copies of the Plat (18" x 24")	
	Plat Fee (Total Amount $_____)	
	Release of Easements (if applicable)	

Items to be Submitted When Requested

	10 **paper** copies of Plat (11"x17" or 18" x 24")	
	Tax Certificates(s) with **ZERO** balance	
	2 copies of the Plat on **Mylar** (18" x 24")	
	Filing Fee (Total Amount - $_____)	
	Deed or Title to Property being Platted	

Subdivision Platting and Filing Fees (payable to the "City of Huntsville")

Final Plat	$350.00	Filing Fee	This fee will be collected prior to filing the document. The fee will be the actual cost at the time of filing with the Walker County Clerk's Office.
Minor Plat	$250.00		

Modifications & Waivers of Subdivision Standards for Preliminary Plans & Final Plats

[If applicable, please check ☐ & fill out next page of application.] **Additional Fee Required**

For Staff Use Only

Received/By:	Staff or Planning Commission Approval:	Filed:

Modifications & Waivers of Subdivision Standards Information

Applicant Name

_____

Please provide a description of your request.

_____

_____

Questions

Please answer the following questions. Attach a separate sheet if additional space is needed.

1. Are there special circumstances or conditions affecting the property?

   _____

   _____

   _____

2. Is the waiver or modification necessary for the reasonable and appropriate development of the property and it is not a greater modification or waiver than is required to allow reasonable and appropriate development of the subject property?

   _____

   _____

   _____

3. Will the granting of the waiver or modification be detrimental to the public welfare or be injurious to other property in the vicinity in which the subject property is situated?

   _____

   _____

   _____

Application Fee $350

For Staff Use Only			
Received/By:	Fee Paid:	Planning Commission Date:	Outcome:

Walker County
Kari A. French
Walker County Clerk

Instrument Number: 97150

ERecordings-RP

AGREEMENT

Recorded On: March 21, 2024 02:32 PM

Number of Pages: 34

" Examined and Charged as Follows: "

Total Recording: $153.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Instrument Number:	97150
Receipt Number:	20240321000030
Recorded Date/Time:	March 21, 2024 02:32 PM
User:	Gerald B
Station:	Recording01

Record and Return To:

CSC Global

STATE OF TEXAS
COUNTY OF WALKER

I hereby certify that this Instrument was FILED In the Instrument Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Walker County, Texas.

Kari A. French
Walker County Clerk
Walker County, TX

Kari A. French

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, TEXAS, AND SPJR PROPERTIES, LLC.

This Development Agreement (the "Agreement") is made and entered into on the day of FEBRUARY 6, 2024 (the "Effective Date"), by and between THE CITY OF HUNTSVILLE, TEXAS, a home rule municipality located in Walker County, Texas (the "City"), and SPJR PROPERTIES, LLC., a Texas limited liability company (the "Developer"). The City and the Developer shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

The City is a home rule city and municipal corporation that provides a full-range of governmental services to its citizens.

The Developer is the owner of approximately 86.855 acres of land (the "Tract"), more particularly described in **Exhibit A,** which is located wholly within the City's corporate limits in Walker County, Texas.

The Developer desires to develop a single-family planned community on the Tract; however, the Developer represents that the feasibility of the development of the Tract requires that the City consent to the creation of a municipal utility district that will enable the financing of the various water, sewer, and drainage facilities, roads, that will serve the Tract.

The City and Developer agree that the development of the Tract and the design, construction, and installation of the public infrastructure necessary to provide water, sewer, drainage and roads can best proceed pursuant to this Agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Huntsville, Texas.

City Council means the City Council of the City or any successor governing body.

Commission means the Texas Commission on Environmental Quality and its successors.

Construction Costs means costs associated with any particular construction project under the terms of this Agreement, including, but not limited to, costs of construction, acquisition, and installation; engineering fees and expenses; costs of advertising; costs of acquiring necessary licenses, permits, waste control orders, discharge permits or amendments thereto; fiscal, legal, and administrative costs; material-testing costs; site, easement, and permit costs; and all other costs and expenses directly relating to the foregoing, together with an amount for contingencies or estimated Construction Costs of fifteen percent (15%) of the foregoing, provided that no contingency amount shall be included in "Construction Costs" regarding a particular construction project once that project is complete.

Developer means SPJR Properties, LLC., a Texas limited liability company, and its successors or assigns.

Development Code means the City's ordinances regulating the development of subdivisions, including any design criteria to property located in the City limits.

Development Plan means the plan for the proposed development of the Tract, substantially as described in the attached **Exhibit B,** as it may be revised from time to time in accordance with the terms of this Agreement.

District means the proposed Evergreen Hills Municipal Utility District No. 1 of Walker County, encompassing the Tract.

District Petition means the Petition for Consent to Creation of Evergreen Hills Municipal Utility District No. 1 of Walker County, signed by the Developer, requesting the City's consent to the creation of a municipal utility district encompassing the Tract.

Facilities means and includes the water distribution, wastewater collection, drainage and detention systems, parks and recreational facilities, and road facilities (including storm sewer located in the road right-of-way) constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, including any pro rata interest or share owned by the District in such facilities, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

HOA means the homeowners association(s) for the homes within the Tract.

Material Change shall mean any change to the Development Plan that impacts the intended land use of the Tract (i.e. modifying the land use from single family residential to commercial or industrial).

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

TCEQ means the Texas Commission on Environmental Quality.

Tract means all the land described in the attached **Exhibit A**.

Ultimate Consumer means the purchaser of a lot within the Tract who does not intend to resell, subdivide, or develop the lot in the ordinary course of business.

Section 1.02 Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

Exhibit A	The Tract
Exhibit B	Development Plan
Exhibit C	City Consent Resolution

ARTICLE II
CONSENT TO CREATION OF MUNICIPAL UTILITY DISTRICT

Section 2.01 Introduction. The feasibility of the development of the Tract by Developer is dependent on certain actions being taken by Developer and the City. For the purposes hereafter set forth, a municipal utility district must be created over the Tract.

Section 2.02 Consent to District Creation. Developer has previously submitted the District Petition to the City. Concurrently with the City's approval of this Agreement, the City intends to adopt a Resolution substantially in the form attached hereto as Exhibit C, consenting to the creation of the District ("Consent Resolution").

Section 2.03 Deposit. The Developer shall deposit with the City $10,000 to cover the City's reasonably necessary expenses incurred by legal counsel, engineers, accountants, financial advisors, or other consultants and advisors for the preparation and review of the documents related to this Agreement and the consent to the creation of the District in addition to those fees established in the adopted fee schedule as established by ordinance from time to time for the preparation and review of the documents related to the development and for the preparation and review of any other documents contemplated by this Agreement related to the development of the Tract.

ARTICLE III
DESIGN AND CONSTRUCTION STANDARDS AND FACILITIES

Section 3.01 Regulatory Standards and Development Quality. The land uses within the Tract shall be typical of a master planned community with residential and recreational facilities and will require approximately 520 connections for water and wastewater service. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for the quality of, and certainty as to the applicable regulatory requirements for, development of the Tract throughout the development process. Feasibility of the development of the Tract is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement, the City agrees that Developer may develop the Tract in accordance with the Development Code in effect on the date hereof and will not be required to comply with any amendments or changes to such Development Code

subsequently adopted by the City; provided, however, any development of the Tract not completed ten (10) years after the date of this Agreement shall adhere to the then current Development Code, including any future amendments and changes thereto. The City and the Developer agree that, except for the Development Code, any City ordinance, whether heretofore or hereafter adopted, that directly addresses matters which are covered by this Agreement shall not be enforced by the City within the Tract, to the extent expressed in this Agreement, and that the provisions of this Agreement shall govern development of the Tract unless otherwise required by law.

Section 3.02 Planned Development District.

(a) The Developer shall submit appropriate documents for City consideration, and not later than 180 days after the Effective Date, the City agrees to take all requisite steps to consider adopting a planned development ("PD") for the Tract, substantially in the form attached hereto as **Exhibit B**. Developer acknowledges that the PD is established by legislative act of the City Council and is therefore not guaranteed.

(b) Criteria for the development of the Tract shall be in compliance with the PD and the Development Code.

(c) The City shall be provided a copy of the draft HOA declarations and by-laws as to the ownership and operation of the dedicated amenities. Owner shall cause deed restrictions to be recorded and enforced against the Tract, including any property owned or maintained by the HOA or the District, that require all construction and/or development on the Tract to comply with the PD or applicable Development Code.

Section 3.03 Design Standards for Public Improvements.

(a) The Developer shall provide streets, drainage, utilities, roads, and parks and recreational facilities according to the Development Plan and PD at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District.

(b) All streets, drainage, water and wastewater facilities, and parks and recreational facilities and all offsite utility extensions and internal utilities to serve the Tract shall be designed and constructed by or on behalf of the District in accordance with all rules and regulations of the City applicable to the construction of such facilities, including the Development Code, and in accordance with this Agreement. The City may inspect all facilities at its sole cost and expense, including those facilities under construction, at all reasonable times.

(c) When the District determines, in its sole discretion, that it is necessary and economically feasible to construct the Facilities, the District shall proceed to award a construction contract for the Facilities based upon the approved plans. The Facilities shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained all in accordance with the general law for municipal utility districts. In addition to any other construction contract provisions, any construction contract for the Facilities shall include the contractor's one (1) year warranty of work performed under the contract. The District shall file all required documents related to the construction of the Facilities with the City and the TCEQ.

(d) The Developer shall provide written certification to the City from a professional engineer licensed in the state of Texas that the City's criteria set forth in the Development Code or the PD for such streets, drainage, water, wastewater, and park and recreational improvements have been met. Subject to such certification from a licensed professional engineer and approval of the plans by the City as provided for in the Development Code, no approval by City Council shall be required.

(e) In the event the City requires additional access to the Tract in accordance with the City's transportation plan and comprehensive plan, the City will be responsible for acquisition of any necessary right of ways between the Tract and roads owned or maintained by the City. If the development of the Tract necessitates additional access, the Developer shall be responsible for acquiring any other right of way which is not required by the City and necessary for any facilities that will be constructed on lands not owned by the City or Developer. The City agrees to use its best efforts to assist Developer in its acquisition of any such right of way, including eminent domain, provided that Developer shall be responsible for the cost to acquiring such right- of-way for such additional access, including costs of the eminent domain proceedings.

(f) Developer shall be responsible for complying with any bidding or bonding requirements that may apply to projects intended to be reimbursed by the District and shall provide copies of construction plans and bid documents to the City.

(g) Upon completion of the Facilities, the District shall require the District Engineer to certify that the Facilities have been completed in substantial compliance with the approved plans, and the District shall certify that all bills and sums of money due in connection with the construction and installation of the Facilities have been fully paid and that the Facilities are free of any and all liens and claims, all according to the certification of the construction contractor. The District shall accept the construction of the Facilities in writing from the construction contractor. The District shall then convey the Facilities (except for parks and recreational facilities and storm water detention facilities) to the City in accordance with the City's procedure for acceptance.

Section 3.04 Capacity in and Conveyance and Maintenance of Facilities.

(a) The City recognizes that Developer is constructing certain facilities so that treated water service and wastewater treatment service are available to serve Developer's development in the District. The parties acknowledge and agree the construction of such facilities and the provision of such services, among other things, will be governed by Development Code and this Agreement.

(b) The City agrees to timely provide approximately 520 equivalent single-family connections ("ESFCs") for water and wastewater services to serve the Tract. The water and wastewater services provided by the City under this Agreement shall be equivalent in quality to the water and wastewater services and provided at the same rates and charges for services as the City provides to other City customers. The City shall, upon reasonable request, issue a letter of assurance that the Developer or District, as appropriate, is entitled to the use and benefit of such water and wastewater capacity. The letter of assurance shall provide for the use and benefit of quantities of services of the capacities as provided for herein. All capacity may be allocated or

reallocated by the Developer or District, as appropriate, through the issuance of commitment letters for water and wastewater capacities, at its discretion and without prior approval by the City, to serve various land uses within the Tract. The Developer or District, as appropriate, shall have the right to assign all or part of its reserved capacity to landowner(s) and developer(s) within the Tract.

(c) The streets (including storm sewer located in the road right-of-way) within the Tract shall be built to City specifications. The City's acceptance of such streets may be withheld for failure to comply with any applicable regulations and requirements associated with its acceptance of public streets.

(d) The City agrees that Developer may make provisions for public park and recreational facilities to serve the Tract to be financed, developed, and maintained by the District, to the extent authorized by state law. Developer agrees that any such amenities may be dedicated to the District or the HOA for ownership and operation and shall not be the responsibility of the City.

(e) Storm water detention systems shall be owned, operated, and maintained by the District. Upon dissolution of the District, the storm water detention system shall be maintained by the HOA.

(f) In the event the City requires any of the facilities necessary to serve the Tract to be oversized to serve land other than the Tract, the City shall pay the cost of such oversizing as such facilities are being built.

Section 3.05 Termination. The City shall have the right to terminate this Agreement, upon which action it shall be of no further force and effect, if the Developer has not initiated construction of any infrastructure within the Tract within three (3) years after the Effective Date. Either Party shall have the right to terminate this Agreement, upon which action it shall be of no further force and effect, if establishment of a PD for the Tract fails to occur within 180 days of the Effective Date of this Agreement. Notwithstanding the foregoing, a Party cannot elect to terminate this Agreement if the act(s) or omission(s) of such Party resulted in any such failure.

Section 3.06 Qualified Voter Housing. Notwithstanding any other provision of this Agreement to the contrary, up to three (3) HUD-certified manufactured homes may be temporarily located within the Tract for the creation or administration of the District and for providing qualified voters within the District or qualifying persons to serve on the board of directors of the District ("Qualified Voter Housing"). A private well and septic system may be installed, operated, and maintained for the use of such Qualified Voter Housing. Qualified Voter Housing may be located on the Tract for one (1) year after the first purchase of a lot by an Ultimate Consumer. Developer will notify the City of the location of, make and model of, HUD number for, and 911 address of the Qualified Voter Housing within thirty (30) days after such home is occupied. Qualified Voter Housing permitted by this Agreement: (i) is not required to be located on a platted lot; (ii) does not require a building permit; (iii) does not require a certificate of substantial completion; (iv) does not otherwise have to comply with the Development Code; (v) except for utility connections, if any, does not require any permit or other approval by the City except for a placement permit; and (vi) will be promptly removed when no longer needed for the creation, administration, or development of the District.

Section 3.07 Director Qualifying Lots. Notwithstanding any other provision of this

Agreement to the contrary, the conveyance, from time to time, of any portion of the Tract, whether described by metes and bounds or otherwise, to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no structure, other than Qualified Voter Housing authorized by Section 3.06, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion of the Tract has been approved by the City in accordance with this Agreement and the City's subdivision regulations, as currently adopted or amended prior to submittal of a preliminary plat to the City.

ARTICLE IV
PROVISIONS FOR DESIGNATED MORTGAGEE

Section 4.01 Notice to Designated Mortgagee. Pursuant to Section 4.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 4.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 4.03 and Article IV.

Section 4.03 Designated Mortgagee. At any time after execution and recordation in the Real Property Records of the County of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (i) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (ii) may change the Developer's address for notice pursuant to Section 8.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

At such time as a full and final release of any such lien is filed in the County's Real Property Records, and the Developer gives notice of such release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination other than termination provided by Section 3.05.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering the Tract, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Tract and marketing it for sale and is not actively involved in the development of the Tract, such Designated Mortgagee

(and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the property shall be in accordance with this Agreement.

If the Designated Mortgagee, and/or any of its affiliates or their respective successors and assigns, undertakes development activity, they shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Tract, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE V
PROVISIONS FOR DEVELOPER

Section 5.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 5.02 Developer's Right to Continue Development. The City and the Developer hereby agree that, subject to Section 7.05 of this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations, which such consent shall not be unreasonably delayed, conditioned, or withheld. The City shall be provided with a written copy of any assignment made under this section.

Section 5.03 Assignment of Obligations. Developer agrees that regarding any of Developer's obligations in this Agreement that are contemplated to ultimately become obligations of the District, Developer shall assign to the District such obligations upon creation and confirmation of the District.

ARTICLE VI
MATERIAL BREACH, NOTICE, AND REMEDIES

Section 6.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement, the PD, and the Development Code, and that Developer follow the development plans substantially as set out in the Development Plan.

(a) The parties acknowledge and agree that any material deviation from the Development Plan and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:

1. Developer's failure to develop the Tract in compliance with the approved Development Plan, as from time to time amended; or Developer's failure to secure the City's approval of any material modification or amendment to the Development Plan; or

2. Failure of the Developer to substantially comply with the provisions of this Agreement; or

3. The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Tract within any time period.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Tract prohibited by State law or this Agreement unless necessitated by public emergency;

2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement, unless agreed to in writing by the Parties;

3. An attempt by the City to require modification or amendment of the Development Plan where it complies with the requirements of this Agreement; or

4. An attempt by the City to unreasonably withhold approval of a plat of land within the Tract that complies with the requirements of this Agreement and the Development Code.

If a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VI shall provide the remedies for such default.

Section 6.02 Notice of Developer's Default.

(a) The City shall notify the Developer and each Designated Mortgagee, if any, in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either (i) present facts and arguments in refutation or excuse of such alleged failure or (ii) state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has

occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make such determination.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 6.04 and subsequently may exercise the applicable remedy under Section 6.05.

Section 6.03 Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either (i) present facts and arguments in refutation or excuse of such alleged failure or (ii) state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 6.04 and subsequently exercise the applicable remedy under Section 6.05.

Section 6.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 6.02 or 6.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

Section 6.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 6.04, the City may file suit in a court of competent jurisdiction and seek any relief available at law or in equity.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 6.04, the Developer may file suit in a court of competent jurisdiction and seek any relief available at law or in equity, including, but not limited to, specific enforcement of this Agreement.

ARTICLE VII
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 7.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer and their respective successors and assigns. In addition to the City and the Developer, Designated Mortgagees and their successors or assigns shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. Notwithstanding the foregoing statement, an Ultimate Consumer shall be bound by the Developer's submittal of the District Petition, to the extent allowed by law, and shall be bound by the Developer's waiver of rights described in Section 5.01.

Section 7.02 Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract, or lot.

Section 7.03 Term. This Agreement shall bind the parties and continue for fifteen (15) years from the Effective Date of this Agreement, unless terminated on an earlier date pursuant to other provisions of this Agreement or by express written agreement executed by the City and Developer.

Section 7.04 Termination Filing. In the event this Agreement is terminated as provided in this Agreement or is terminated by mutual agreement of the parties, upon request by a party, the parties shall promptly execute and file of record, in the County Clerk's Official Records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

Section 7.05 Assignment or Sale. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties and their successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein. If the Developer proposes to sell all or substantially all of the Tract owned at such time by the Developer, the Developer shall provide prior written notice of such sale to the City. Any person who acquires the Tract or any portion of the Tract, except for an Ultimate Consumer whose liability is defined in Section 7.01 and 7.02 above, shall take the Tract subject to the terms of this Agreement and shall provide written acknowledgment to an assignment of said terms, receipt of which by the City shall constitute its consent for purposes of Section 5.02 of this Agreement.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party (a) by delivering the same in person; (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Huntsville Attn: City Manager 1212 Avenue M Huntsville, TX 77340
With copy to:	City Attorney 1212 Avenue M Huntsville, TX 77340
Developer:	SPJR Properties, LLC. Attn: Josh Rothstein P.O. Box 1365 Montgomery, TX 77356
With copy to:	Coats Rose, P.C. Attn: Laken Jenkins Kilgore 9 Greenway Plaza, Ste. 1000 Houston, TX 77046

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 8.02 Time. Time is of the essence in all things pertaining to the performance of

this Agreement.

Section 8.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 8.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Walker County, Texas.

Section 8.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 8.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 8.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 8.09 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Development Code, the provisions of the Agreement shall control.

Section 8.10 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer and its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 8.11 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City 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 certificate of formation and company agreements of such entity.

Section 8.12 Multiple Counterparts. This Agreement may be executed in multiple original counterparts, and such counterparts, when taken together, shall have the full force and effect of an original, fully executed instrument.

Section 8.13 Texas Government Code Chapter 2271. The City is prohibited from contracting with any "company" for goods and services unless the following verification is included in this contract. If Developer qualifies as a "company", then Developer verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this Agreement. For the purposes of this section only, the terms "company" and "boycott Israel" have the meaning assigned by Section 2271.001, Texas Government Code. Developer's obligations under this section, if any exist, will automatically cease or be reduced to the extent that the requirements of Chapter 2271, Texas Government Code are subsequently repealed, reduced, or declared unenforceable or invalid, in whole or in part, by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Agreement.

Section 8.14 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, at the time of execution of this Agreement, if Developer qualifies as a "company" as defined by Section 2270.0001 of the Texas Government Code, then Developer verifies it is not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Section 8.15. Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

Section 8.16 Form 1295. Pursuant to Texas Government Code Section 2252.908, the City hereby acknowledges that Developer has delivered to the City a signed and completed Texas Ethics Form 1295 and certifications of filing with the Texas Ethics Commission.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Development Agreement to be effective as of the Effective Date first written above.

CITY OF HUNTSVILLE, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS §
§
COUNTY OF WALKER §

This instrument was acknowledged before me on the 1st day of March, 2024, by Russell Humphrey, Mayor of the City of Huntsville, Texas, in the capacity therein stated.

SHARON SCHULTZ
Notary Public, State of Texas
Comm. Expires 12-20-2026
Notary ID 5524952

Notary Public, State of Texas

(SEAL)

018511.000001\4880-0524-2265.v2

DEVELOPER:

SPJR PROPERTIES, LLC.
a Texas limited liability company

By: _____
Name: Stefan Pardoe
Its: Managing Member

STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 20th day of February, 2024, by Stefan Pardoe, Managing Member of SPJR PROPERTIES, LLC., a Texas limited liability company, on behalf of said entity.

_____
Notary Public, State of Texas

(SEAL)

K. GOERNER
My Notary ID # 129988600
Expires October 10, 2026

018511.000001\4880-0524-2265.v2

EXHIBIT A

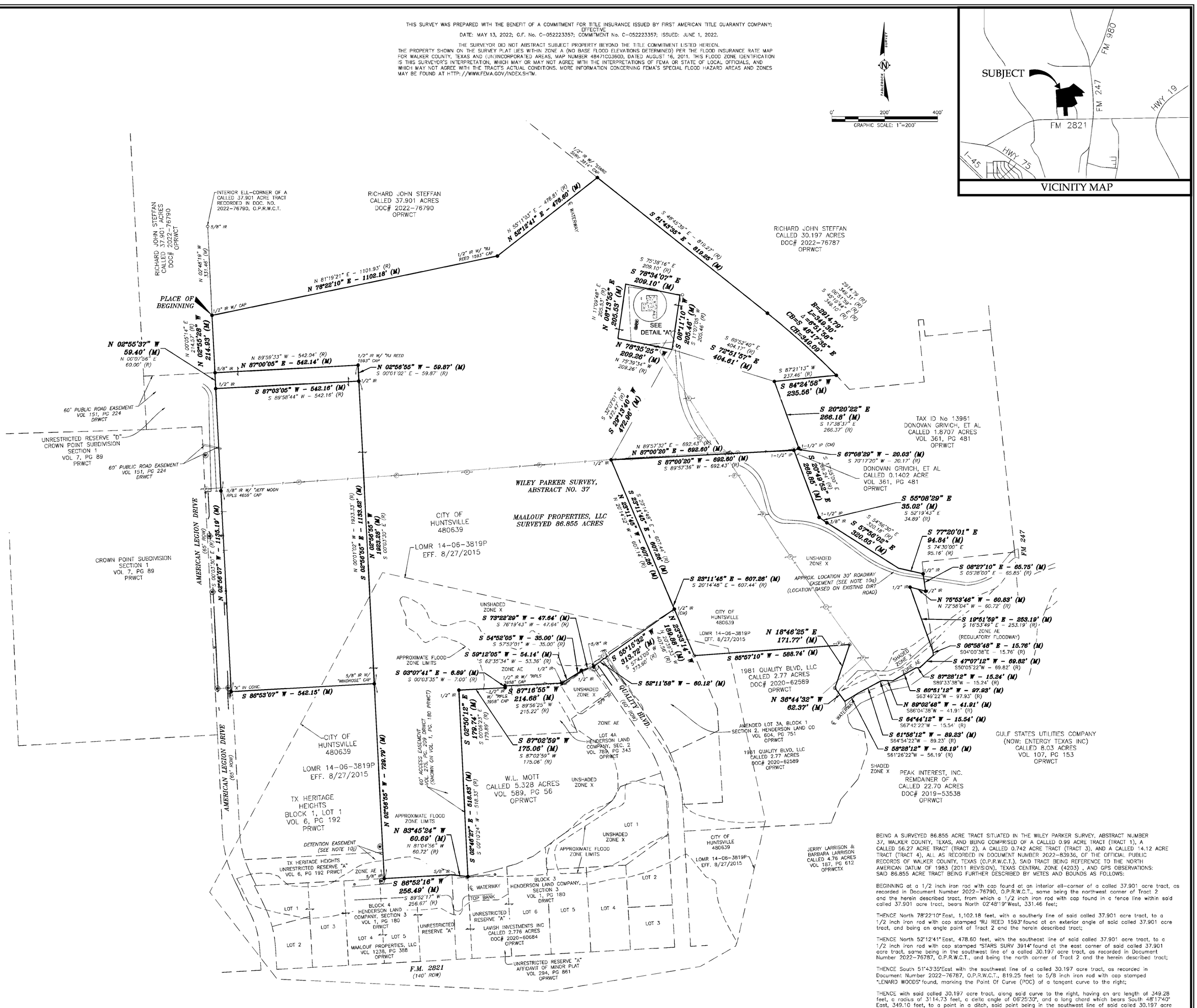
THE TRACT

[attached]

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY; EFFECTIVE DATE: MAY 13, 2022; G.F. No. C-052223357; COMMITMENT No. C-052223357; ISSUED: JUNE 1, 2022.

THE SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY BEYOND THE TITLE COMMITMENT LISTED HEREON.

THE PROPERTY SHOWN ON THE SURVEY PLAT LIES WITHIN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) PER THE FLOOD INSURANCE RATE MAP FOR WALKER COUNTY, TEXAS AND (UN)INCORPORATED AREAS, MAP NUMBER 48471C0360D, DATED AUGUST 16, 2011. THIS FLOOD ZONE IDENTIFICATION IS THIS SURVEYOR'S INTERPRETATION, WHICH MAY OR MAY NOT AGREE WITH THE INTERPRETATIONS OF FEMA OR STATE OF LOCAL OFFICIALS, AND WHICH MAY NOT AGREE WITH THE TRACT'S ACTUAL CONDITIONS. MORE INFORMATION CONCERNING FEMA'S SPECIAL FLOOD HAZARD AREAS AND ZONES MAY BE FOUND AT HTTP://WWW.FEMA.GOV/INDEX.SHTM.



BEING A SURVEYED 86.855 ACRE TRACT SITUATED IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37, WALKER COUNTY, TEXAS, AND BEING COMPRISED OF A CALLED 0.99 ACRE TRACT (TRACT 1), A CALLED 56.27 ACRE TRACT (TRACT 2), A CALLED 0.742 ACRE TRACT (TRACT 3), AND A CALLED 14.12 ACRE TRACT (TRACT 4), ALL AS RECORDED IN DOCUMENT NUMBER 2022-83936, OF THE OFFICIAL PUBLIC RECORDS OF WALKER COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING REFERENCE TO THE NORTH AMERICAN DATUM OF 1983 (2011 REVISION), TEXAS CENTRAL ZONE (4203) , AND GPS OBSERVATIONS: SAID 86.855 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap found at an interior ell-corner of a called 37.901 acre tract, as recorded in Document Number 2022-76790, O.P.R.W.C.T., same being the northwest corner of Tract 2 and the herein described tract, from which a 1/2 inch iron rod with cap found in a fence line within said called 37.901 acre tract, bears North 02°48'19"West, 331.46 feet;

THENCE North 78°22'10" East, 1,102.18 feet, with a southerly line of said called 37.901 acre tract, to a 1/2 inch iron rod with cap stamped "RJ REED 1593" found at an exterior angle of said called 37.901 acre tract, and being an angle point of Tract 2 and the herein described tract;

THENCE North 52°12'41" East, 478.60 feet, with the southeast line of said called 37.901 acre tract, to a 1/2 inch iron rod with cap stamped "STARS SURV 3914" found at the east corner of said called 37.901 acre tract, same being in the southwest line of a called 30.197 acre tract, as recorded in Document Number 2022-76787, O.P.R.W.C.T., and being the north corner of Tract 2 and the herein described tract;

THENCE South 51°43'35"East with the southwest line of a called 30.197 acre tract, as recorded in Document Number 2022-76787, O.P.R.W.C.T., 819.25 feet to 5/8 inch iron rod with cap stamped "LENARD WOODS" found, marking the Point Of Curve (POC) of a tangent curve to the right;

THENCE with said called 30.197 acre tract, along said curve to the right, having an arc length of 349.28 feet, a radius of 3114.73 feet, a delta angle of 06°25'30", and a long chord which bears South 48°17'40" East, 349.10 feet, to a point in a ditch, said point being in the southwest line of said called 30.197 acre tract, and being the northeast corner of a tract of land appearing to be unowned according to Tax ID Number 13961, of the Walker County Appraisal District (W.C.A.D.), and being the easternmost corner of Tract 2, and the herein described tract;

THENCE with said tract (ID Number 13961) the following bearings and distances:

South 84°24'58" West, 235.56 feet, to a 1-1/2" iron pipe found for an interior ell-corner of the herein described tract;

South 20°20'22" East, 266.18 feet, to a 1/2 inch iron rod found at the southwest corner of said tract (ID Number 13961) and being a common corner of a tract appearing to be unowned according to Tax ID Number 70895, W.C.A.D., and a tract appearing to be owned by Teresa Pressley, according to Tax ID Number 13963, W.C.A.D., and being a exterior corner of the Tract 2 and the herein described tract;

THENCE with the easterly line of said Tract 2 the following bearings and distances:

South 67°08'29" West, 20.03 feet, to a 1-1/2 inch iron pipe found for an interior ell-corner of the herein described tract;

South 20°49'52" East, 268.85 feet, to a point for an angle point in the interior north line of the herein described tract;

South 55°08'29" East, 35.02 feet, to a point in the interior north line of the herein described tract;

South 57°56'02" East, 320.65 feet, to a point for an angle point in the interior north line of the herein described tract;

South 77°20'01" East, 94.84 feet, to a point in the east line of a tract appearing to be unowned, according to Tax ID Number 70954, W.C.A.D., and being an exterior ell-corner of the herein described tract;

THENCE South 08°27'10" East, 65.75 feet, to a point in said west line of said unowned tract (70954), same being the northeast corner of a tract of land appearing to be unowned, according to Tax ID Number 70896, W.C.A.D., and being an exterior ell-corner of the herein described tract;

THENCE with said unowned tract (70896) the following bearings and distances:

North 75°53'46" West, 60.83 feet, to a point being an interior ell-corner of Tract 2 and the herein described tract;

South 19°51'59" East, 253.19 feet, to a point being the common corner of said unowned tract (70986), and Tract 2, and said unowned tract (70984), also being the northernmost northwest corner of a tract of land appearing to be owned by Entergy Texas, Inc according to Tax ID Number 13958, W.C.A.D., and being an angle point in the east line of the herein described tract;

THENCE with said Entergy Texas tract the following bearings and distances:

South 06°58'48" East, 15.76 feet, to a point for corner;

South 47°07'12" West, 69.82 feet, to a point for corner;

South 87°28'12" West, 15.24 feet, to a point for corner;

South 60°51'12" West, 97.93 feet, to a point for corner;

North 89°02'48" West, 41.91 feet, to a point for corner;

South 64°44'12" West, 15.54 feet, to a point for corner;

South 61°56'12" West, 89.23 feet, to a point for corner;

South 58°28'12" West, 56.19 feet, to a point for corner;

North 36°44'32" West, 62.37 feet, to a point at the common corner of said Entergy Texas tract, Tract 2, and a tract appearing to be owned by Peak Interest, LLC according to Tax ID Number 13945, W.C.A.D., and being an exterior ell-corner of the herein described tract;

THENCE with said Peak Interests tract the following bearings and distances:

North 18°46'25" East, 171.77 feet, to a point for an interior ell-corner of the herein described tract;

South 85°57'10" West, 588.74 feet, to a point for corner, being at the northwest corner of said Peak Interests tract, and being in the east line of Lot 3A, Block 1, of Section 2 of Henderson Land Company, a subdivision of record, as recorded in Volume 604, Page 751, of the O.P.R.W.C.T., and conveyed in Document Number 2020-62589, O.P.R.W.C.T., and being an exterior ell-corner of the herein described tract;

THENCE with said Lot 3A the following bearings and distances:

North 23°33'14" West, 189.88 feet, to a 1/2 inch iron rod found for the east corner of Tract 4, in the west line of Tract 2, and being an interior ell-corner of the herein described tract;

South 55°15'32" West, 313.7 feet, to a 5/8 inch iron rod found at the common corner of Lot 3A and Lot 4A of said Henderson Land Company, same being an angle point of Tract 4 and the herein described tract;

THENCE with said Lot 4A the following bearings and distances:

South 52°11'58" West, 60.12 feet, to a 5/8 inch iron rod found for an angle point of Tract 4 and the herein described tract;

South 54°53'47" West, 35.00 feet, to a point for an angle point of Tract 4 and the herein described tract;

South 59°41'39" West, 53.92 feet, to a 1/2 inch iron rod found for an angle point of Tract 4 and the herein described tract;

South 87°08'41" West, 214.65 feet, to a 1/2 inch iron rod with cap stamped "RPLS 3958" found for an interior ell-corner of Tract 4 and the herein described tract;

South 03°07'41" East, 6.89 feet, to a 1/2 inch iron rod with cap stamped "RPLS 3958" found for an exterior ell-corner of Tract 4 and the herein described tract;

South 87°02'59" West, 175.06 feet, to a 1/2 inch iron rod found for an interior ell-corner of Tract 4 and the herein described tract;

South 02°47'25" East, at 313.1 feet, passing the common line of said Lot 4A and a called 5.328 acre tract, as recorded in Volume 589, Page 56, O.P.R.W.C.T., and continuing for a total distance of 698.37 feet, to a 5/8 inch iron rod found at the southwest corner of said called 5.328 acre tract, same being in the north line of Block 4, Unrestricted Reserve A, of Henderson Land Company, Sec on 3, as recorded in Volume 1, Page 180, of the Plat Records of Walker County, Texas (P.R.W.C.T.), and being the lower southeast corner of Tract 4 and the herein described tract;

THENCE North 83°45'24" West, 60.69 feet, to a 5/8 inch iron rod found at an angle point in the north line of said Unrestricted Reserve A, and Tract 4 and the herein described tract;

THENCE South 86°52'16" West, 256.49 feet, with said Unrestricted Reserve A and Lot 5 of said Henderson Land Company Section 3, to a 5/8 inch iron rod found in the north line of said Lot 5, same being the southeast corner of Lot 1, Block 1, of TX Heritage Heights, a subdivision of record, as recorded in Volume 6, Page 192, P.R.W.C.T., and being the lower southwest corner of Tract 4 and the herein described tract;

THENCE with said Lot 1, Block 1 the following bearings and distances:

North 02°56'55" West, 729.79 feet, to a 5/8 inch iron rod with cap stamped "WINDROSE" found for an interior ell-corner of Tract 4 and the herein described tract;

South 86°53'07" West, 542.15 feet, to an "X" cut in concrete found at the common corner of said Lot 1, Block 1, and the east right-of-way line of American Legion Drive, same being the upper southwest corner of Tract 4 and the herein described tract;

THENCE North 02°56'57" West, 1,135.19 feet, with said American Legion Drive, to a 1/2 inch iron rod found at an angle point of said American Legion Drive, same being an angle point of Tract 4 and the herein described tract;

THENCE North 02°55'57" West, 59.40 feet, with said American Legion Drive, to a 5/8 inch iron rod found at the southeast corner of said called 37.901 acre tract, and the northeast corner of said American Legion Drive right-of-way, same being an angle point of Tract 4 and the herein described tract;

THENCE North 02°55'28" West, 214.93 feet, to the POINT OF BEGINNING and containing 86.855 acres of land.

SCHEDULE "B" NOTES:

10I. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RIGHT OF WAY/EASEMENT RECORDED IN VOLUME 257, PAGE 464, OF THE DEED RECORDS OF WALKER COUNTY, TEXAS. SEE NOTE 10Q FOR EASEMENT.

10J. THOSE CERTAIN TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RIGHT OF WAY/EASEMENT FROM MAALOUF PROPERTIES, LLC TO TX HERITAGE HUNTSVILLE IN INSTRUMENT DATED NOVEMBER 26, 2019, RECORDED UNDER CLERK'S FILE NO. 2019-52980 OF THE OFFICIAL RECORDS OF WALKER COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT PROPERTY, AS SHOWN HEREON.

10O. JOINT DRAINAGE CONSENT AND AGREEMENT RECORDED IN VOLUME 891, PAGE 585, OF THE OFFICIAL RECORDS OF WALKER COUNTY, TEXAS, AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON. SAID EASEMENT IS SHOWN ON MINOR PLAT OF RECORD IN VOLUME 789, PAGE 343 OF THE OFFICIAL PUBLIC RECORDS OF WALKER COUNTY, TEXAS.

10P. THE SAME EASEMENT RIGHT GRANTORS RESERVED IN A DEED ATOM GRANTORS TO JOHN D. GRIVICH AND WIFE, RUTH GRIVICH, UNDER DATE OF SEPT. 15, 1970, AND DESCRIBED AND RECORDED IN VOL. 230, P. 441, OF THE DEED RECORDS OF WALKER COUNTY, TEXAS, AND WHICH WAY SHALL BE USED FOR ROADWAY PURPOSES BY ALL REASONABLE AND USUAL MEANS OF CONVEYANCE USED BY THE PUBLIC AS ORDINARY MEANS OF TRAVEL UPON, OVER AND ACROSS THE TRACT OR PARCEL OF LAND DESCRIBED IN THE DEED ABOVE REFERRED TO, WHICH WAY SHALL REMAIN OPEN AND BE USED IN COMMON BY THE GRANTORS HEREIN, THEIR HEIRS AND ASSIGNS, EXECUTORS, ADMINISTRATORS AND THE GENERAL PUBLIC AT LARGE IN COMMON WITH THE GRANTORS HEREIN, THEIR HEIRS AND ASSIGNS, EXECUTORS AND ADMINISTRATORS. SAID EASEMENT PROVIDES ACCESS TO FM 247, AS SHOWN HEREON.

10Q. A 30 FOOT WIDE RIGHT OF WAY UPON, OVER AND A-CROSS A 212.86 ACRE TR. OR PARCEL OF LAND AS DESCRIBED AND RECORDED IN DEED FROM FLOYD, B. MOORE, ET UX TO GRANTORS HEREIN UNDER DATE OF MAY 1, 1963, AND RECORDED IN VOLUME 181, PAGE 55, OF THE DEED RECORDS OF WALKER COUNTY, TEXAS, AND A 20 ACRE TR. OR PARCEL OF LAND AS DESCRIBED AND RECORDED IN DEED FROM WILL A. GROSSIE, ET UX, IN VOLUME 201, PAGE 461, OF THE DEED RECORDS OF WALKER COUNTY, TEXAS, FOR ROADWAY PURPOSES TO BE USED BY THE GRANTEES IN COMMON WITH THE GRANTORS AND THE PUBLIC FOR ORDINARY MEANS OF TRAVEL FOR INGRESS AND EGRESS TO THE 1.00 ACRE TR. OR PARCEL OF LAND DESCRIBED IN THIS DEED', WHICH WAY SHALL, REMAIN OPEN. SAID EASEMENT AFFECTS TRACT AS SHOWN HEREON AND ALSO PROVIDES ACCESS TO FM 247 FOR THE SUBJECT PROPERTY.

SURVEYOR NOTES:

1. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY TABLEROCK SURVEY, LLC.
2. UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY.
3. THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY; EFFECTIVE DATE: MAY 13, 2022; G.F. NO. C-052223357; COMMITMENT NO. C-052223357; ISSUED: JUNE 1, 2022.
5. © 2022, TABLEROCK SURVEY, LLC. ALL RIGHTS RESERVED.
6. SURVEY IS VALID ONLY IF IT HAS AN ORIGINAL SIGNATURE OF THE REGISTERED PROFESSIONAL LAND SURVEYOR ON IT. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS UNLESS APPROVED IN WRITING BY TABLEROCK SURVEY, LLC.

ABBREVIATIONS & SYMBOLS LEGEND

FOUND AS DESCRIBED IRON PIPE	IP
IRON ROD	IR
5/8" IRON ROD SET W/BLUE CAP INSCRIBED "TABLEROCK SURVEY, LLC" UNLESS OTHERWISE NOTED	○
RECORD CALLS	(R)
FIELD MEASURED	(M)
CONTROLLING MONUMENT	(CM)
DEED RECORDS, WALKER COUNTY, TEXAS	DRWCT
OFFICIAL PUBLIC RECORDS WALKER COUNTY, TEXAS	OPRWCT
PLAT RECORDS WALKER COUNTY, TEXAS	PRWCT
AIR CONDITIONER	AC
ELECTRIC TRANSFORMER	ET
ELECTRIC METER	(E)
FIRE HYDRANT	
DRAIN INLET	
GUY ANCHOR	
MARKER	
PROPANE TANK	PT
POWER POLE	(P)
SANITARY SEWER CLEANOUT	CO
SEPTIC LID	SL
SANITARY MANHOLE	(S)
STORM SEWER	ST
SIGN	
BARBED WIRE FENCE	
HOGWIRE	
CHAIN LINK	
OVERHEAD POWER LINE	—P—
LAND HOOK	
CONCRETE	

NO.	REVISIONS	BY	DATE
1	ADDED 14.74 ACRE TRACT	SPW	12/12/23

LEGAL DESCRITION:
SURVEY OF A 86.855 ACRES PARCEL OF LAND
BEING TRACT 1, 0.99 ACRES, (VOL. 1354, PG. 316),
TRACT 2, 56.27 ACRES, (VOL. 1002, PG. 704),
TRACT 3, 0.742 ACRE (VOL. 1002, PG. 704) AND
TRACT 4, 14.12 ACRES (VOL. 1213, PG. 122)
TRACT 5, 14.74 ACRES (DOC. 201953538)

OFFICIAL PUBLIC RECORDS, WALKER COUNTY, TEXAS

PHOTO OF PROPERTY

TITLE SURVEY

155 FM-247, HUNTSVILLE, TX 77320

WALKER COUNTY, TEXAS

TABLEROCK
2204 TIMBERLOCH PLACE, SUITE 180
THE WOODLANDS, TX 77380
832.415.3869
TBPELS FIRM LICENSE NO. 10194261
WWW.TABLEROCKSURVEY.COM

DATE	12/08/2023	CHK	NMB
DRWN	ADD	APPR	BKF

SURVEYOR'S CERTIFICATE

I, BENJAMIN K. FONTENOT, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION ON 08/03/2022, AND SUBSTANTIALLY COMPLIES WITH THE MINIMUM STANDARDS FOR LAND SURVEYING IN TEXAS AS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO PROTRUSIONS OR INTRUSIONS OR EVIDENCE OF VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

STATE OF TEXAS REGISTERED BENJAMIN K FONTENOT 5903 PROFESSIONAL LAND SURVEYOR

BENJAMIN K. FONTENOT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5903

12/12/2023
DATE SIGNED

S:\2.0 PROJECTS\CIVIL SURVEYS\2022\C2022-1738 - 155 FM 247, HUNTSVILLE\04 - DWG\C2022-1738 - 155 FM 247, HUNTSVILLE - SURVEY OVERALL_REV1.DWG

EXHIBIT B

DEVELOPMENT PLAN

[attached]

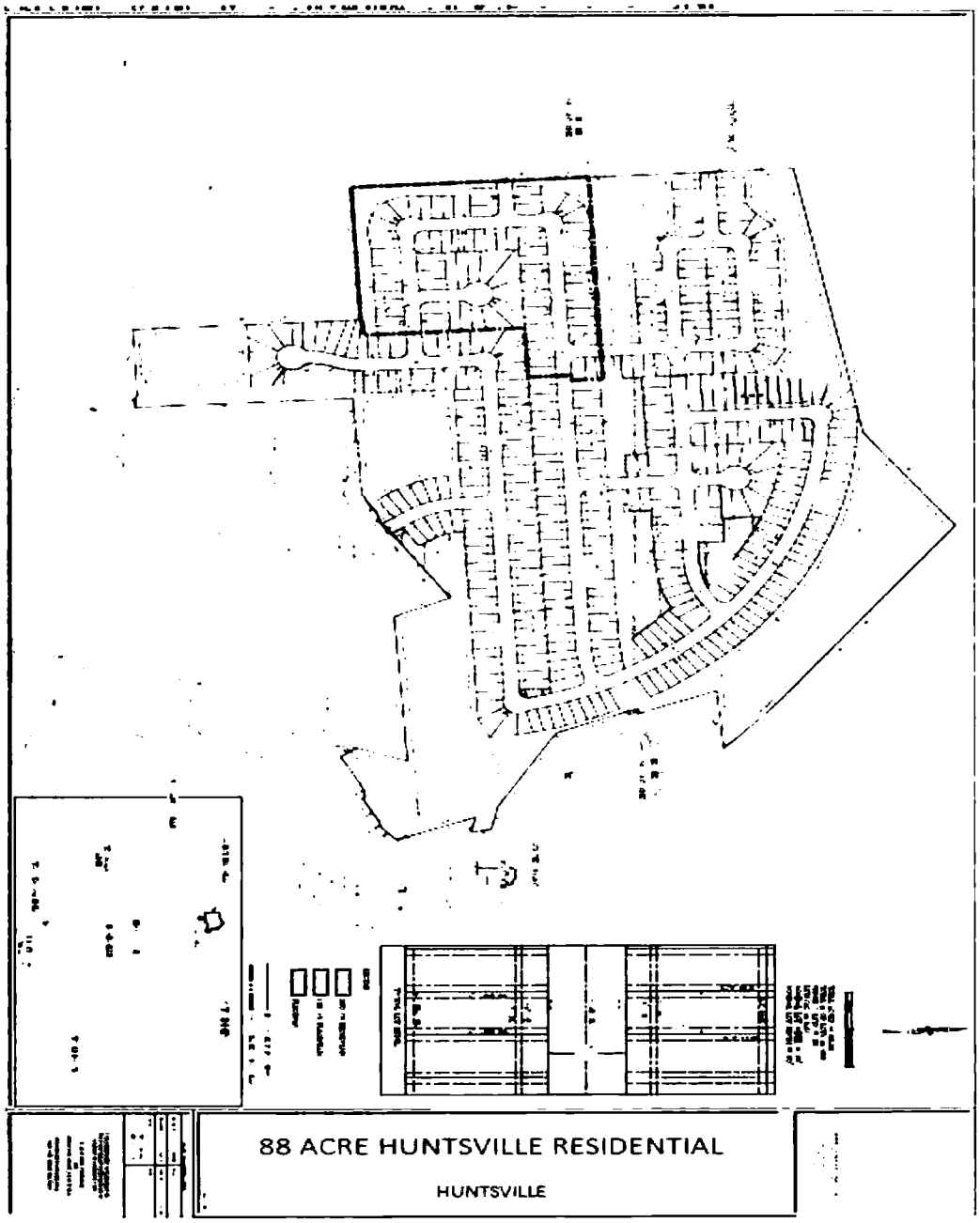


EXHIBIT C

CITY CONSENT ORDINANCE

Certification of Public Record

I, the undersigned authority, a custodian of records for the City of Huntsville, Texas, do hereby certify that the attached, Resolution No, 2024-6, Resolution Consenting to the Creation of Evergreen Hills Municipal Utility District No. 1 of Walker County, is a true and correct copy of an official record that has been recorded or filed with the City of Huntsville, Texas, as authorized by law.

Kristy Doll, City Secretary
City of Huntsville, Texas

February 28th, 2024
Date

RESOLUTION NO. 2024-6

A RESOLUTION OF THE CITY OF HUNTSVILLE, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS EVERGREEN HILLS MUNICIPAL UTILITY DISTRICT NO. 1 OF WALKER COUNTY

WHEREAS SPJR Properties, LLC ("Developer") is or will be the owner of approximately 86.855 acres of land (the "Tract"), the entirety of which is located in the City limits; and

WHEREAS Developer has submitted to the City a Petition for Consent to the Creation of a Municipal Utility District, requesting the City's consent to the creation of a municipal utility district over the boundaries of the Tract, as described therein.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE:

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The Petition for Consent to the Creation of a Municipal Utility District is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. The City Council of the City hereby specifically gives its written consent to the creation of a municipal utility district over the Tract subject to the condition that Petitioner fully comply with the conditions set forth in Exhibit "B" attached hereto and incorporated herein, as well as subject to such other provisions of the Code of Ordinances of the City, as may be applicable.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting had been open to the public as required by law at all times during which this Resolution and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. In addition to the conditions and requirements otherwise set out herein and unless otherwise agreed to in writing or a variance is expressly granted by City Council, the Consent as herein provided shall be conditioned on the owners of the real property within the Tract fully complying with all rules, regulations, and requirements that may be in existence or later provided as the same relates to any construction, configuration, or use of the Tract, whether directly expressed or provided by the City in such other agreements and documents that may be

executed for the development or use of Tract.

Section 6: Should any paragraph, sentence, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section 7: This Resolution shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED this 6 day of February 2024.

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

Kristy Doll, City Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney

PETITION FOR CONSENT TO CREATION OF
EVERGREEN HILLS MUNICIPAL UTILITY DISTRICT NO. 1 OF WALKER COUNTY

THE STATE OF TEXAS §

COUNTY OF WALKER §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUNTSVILLE:

The undersigned (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, respectfully petition this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be "Evergreen Hills Municipal Utility District No. 1 of Walker County" (the "District").

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain a total area of approximately 86.855 acres of land, situated within Walker County, Texas, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (the "Property"). The Property is located wholly within the corporate limits of the City of Huntsville, Texas.

IV.

The undersigned constitutes a majority in value of the holders of title to the Property, as shown by the tax rolls and conveyances of record since the date or preparation of said county tax rolls. There are no lienholders on the Property, except Austin Bank.

V.

The proposed District shall be organized for the following purposes:

(1) provide a water supply for the District for municipal and domestic uses;
(2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and

(5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water distribution system for domestic purposes; (ii) the construction of a sanitary sewer system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the constriction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; and (v) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, and roads. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services and roads.

The provisions of such water, storm and sanitary sewer facilities and services and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance the water, sanitary sewer, and drainage facilities and services, and roads; therefore, a public necessity exists.

VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District on the Property, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately $12,600,000.

X.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Huntsville, Texas, adopt a resolution giving its written consent to the creation of the District to include the Property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED this the 13th day of December, 2023.

PETITIONER:

SPJR PROPERTIES, LLC.
a Texas limited liability company

By: _____
Name: Stefan Pardoe
Its: Managing Member

STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 13th day of December, 2023, by Stefan Pardoe, Managing Member of SPJR PROPERTIES, LLC., a Texas limited liability company, on behalf of said entity.

_____
Notary Public, State of Texas

(SEAL)

K. GOERNER
My Notary ID # 129988600
Expires October 10, 2026

000001.000033\4865-2262-7986.v1

EXHIBIT "A"

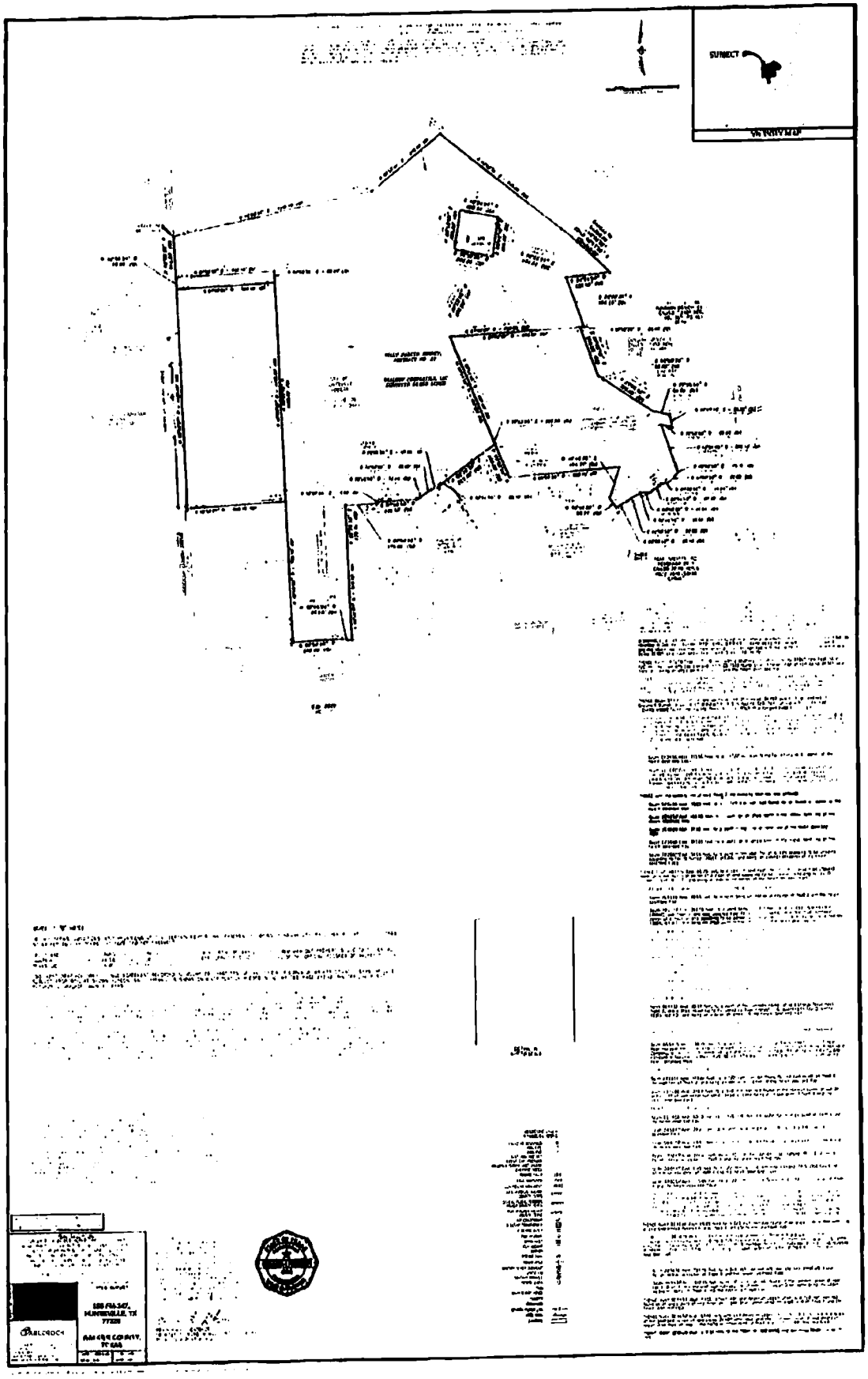

SUBJECT
VICINITY MAP

EXHIBIT "B"
CONSENT CONDITIONS

The City Council hereby finds, determines, and declares that it is to the best interests of the City of Huntsville ("City") and of the territory within its City corporate limits and extraterritorial jurisdiction ("ETJ"), that the proponents of any municipal utility district ("District") or any other political subdivision having as one of its purposes the supplying of fresh water for domestic or commercial uses, the furnishing of sanitary sewer service, or the furnishing of drainage and/or flood control services when such District is sought to be created within the area of the City Limits or ETJ of the City, shall as a prerequisite to the written consent of the City, agree and covenant in writing, to adhere to the following rules, regulations and standards:

(1) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City, or otherwise acquiring waterworks systems, sanitary sewer collection systems, lift stations, and treatment facilities, storm sewer systems and drainage facilities, levee facilities, recreational facilities, roads, fire protection facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary lands, rights-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and maintain same and to sell water, sanitary sewer, and other services within or outside the boundaries of the District. Such bonds of the District shall only be sold after taking public bids therefore. All District bonds shall provide that the District shall reserve the right to redeem said bonds on any interest payment date on a date no later than the fifteenth anniversary of the date of issuance without premium. No bonds, other than refunding bonds, shall be sold at less than ninety-five (95) percent of par, provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bond, will not exceed two (2) percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty five (45) days after the notice of sale of the bonds is given.

The maximum term of any debt issuance shall be no greater than forty (40) years from the date of issuance. The minimum par amount of any bonds issued, except a final issue, shall be one million dollars ($1,000,000.00). Each issue of bonds shall be structured to achieve either level principal payments or level debt service payments, excluding the first two (2) years of debt service. Prior to issuance of the bonds, the District shall submit to the City a copy of the Preliminary Official Statement evidencing a District tax rate (both maintenance and operations rate and interest and.sinking rate combined) not to exceed one dollar and fifty cents ($1.50) per one hundred dollars ($100.00) assessed valuation. Each bond issue shall not include more than two (2) years of capitalized interest. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City has given its written consent

by resolution or ordinance of the City Council to such addition or annexation. Refunding bonds shall comply with the City's ordinance on refunding bonds, as it may be amended from time to time.

(2) Before the commencement of any construction within the District, the District or developer developing property located therein will enter into a Development Agreement or Agreement to Construct Public Improvements, as applicable, with the City detailing, among other things, platting requirements, City review and approval of plans and specifications, utility service to the District and billing related thereto, and compliance with regulatory requirements.

(3) The District shall levy a debt service tax no later than the annual tax levy following the first installment of bonds and continue a tax levy until such bonds are paid in full unless revenues of the system are adequate to discharge such bonds.

(4) No bonds or notes of the District shall be issued or sold unless the District is in compliance with Paragraph (1) above and prior to advertisement of the sale of the bonds, the District provides the City with: (i) a copy of the draft notice of sale; (ii) a copy of the draft Resolution to be adopted by the District's Board of Directors authorizing the sale of the bonds; (iii) a copy of the Preliminary Official Statement; and (iv) if applicable, a copy of the TCEQ Order approving the project and bonds. Item (iv) in the preceding sentence shall not be required for the issuance of road bonds. In the event that the District is in compliance with the entirety of these Consent Conditions and timely submits the documentation set forth in this Paragraph 4, no further City approval shall be necessary prior to selling and issuing the bonds. However, should the District seek any variance or modification from these Consent Conditions, the issuance of that series of bonds by the District must be approved by the City Council of the City.

(5) The petitioner shall pay all costs related to the consent and creation of the District.

(6) The District shall post notice of the meetings of its Board of Directors in accordance with Section 49.063 of the Texas Water Code. The District's Board of Directors shall hold its meetings at a location accessible to its residents. At all times after the District has one hundred (100) residential water connections, it shall hold the meetings of its Board of Directors at a location within the corporate limits of the City or within the boundaries of the District; provided however, that this geographical limitation shall not apply if the District provides telephone or virtual access to its meetings to all members of the public.

(7) The official office for recordkeeping of the District must be accessible to the District residents.

(8) The District shall comply with all applicable requirements of the TCEQ regarding the display of signage at entrances into the District.

CERTIFICATE OF OWNERSHIP

THE STATE OF TEXAS §

COUNTY OF WALKER §

WALKER COUNTY APPRAISAL DISTRICT §

Re: Ownership of 86.855 Acres

I, Stacey M. Poteete, Chief Appraiser of the Walker County Appraisal District, hereby certify that: (1) I have reviewed the property description contained in Exhibit "A" attached hereto; and (2) according to the appraisal rolls of Walker County, on December 12, 2023, title to the land described in Exhibit "A" was held by SPJR Properties LLC. The appraised value of the property was $1,887,320.

Stacey M. Poteete, Chief Appraiser

THE STATE OF TEXAS §

COUNTY OF WALKER §

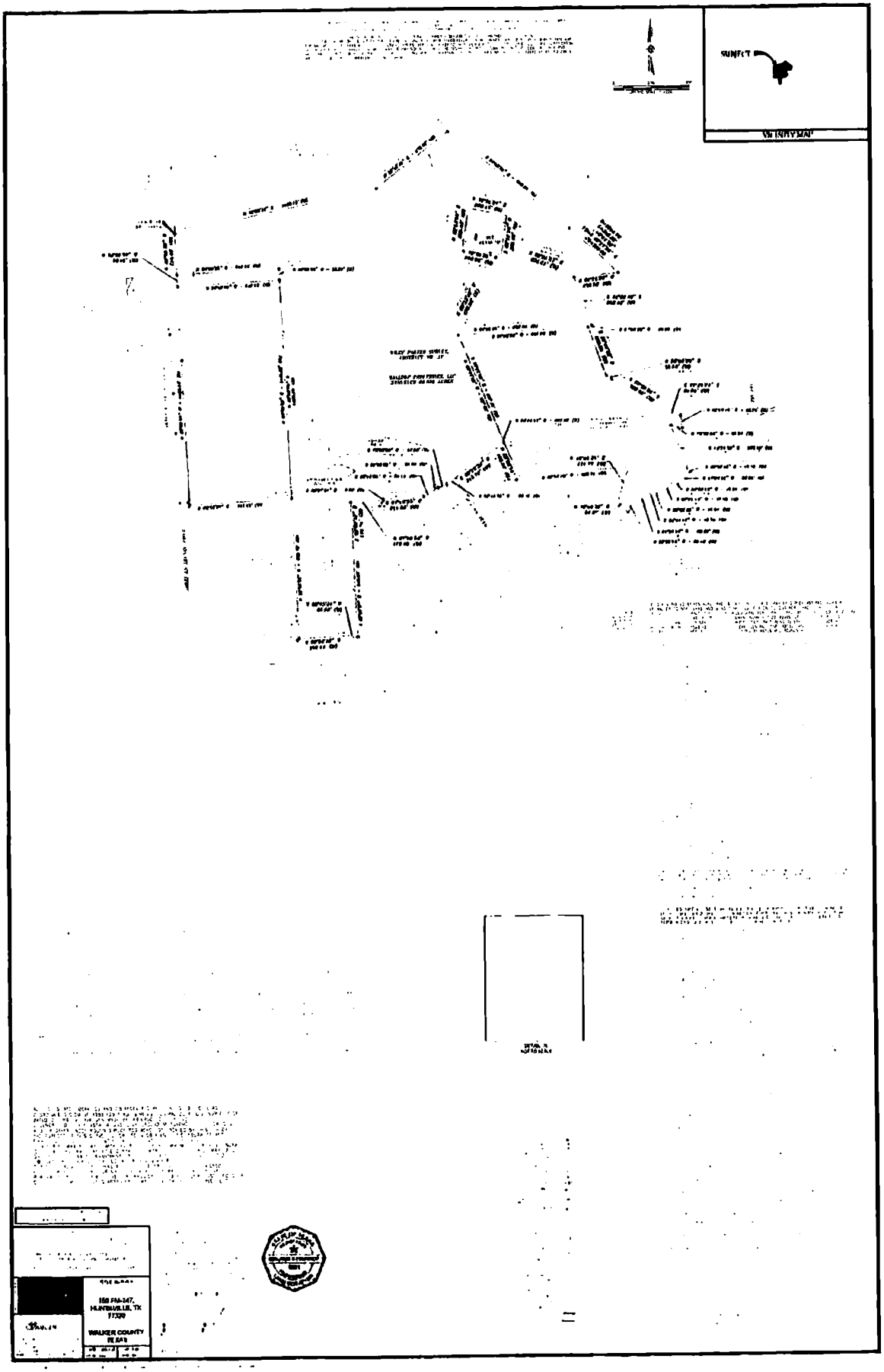
This instrument was acknowledged before me on this 18th day of January, 2024, by Stacey M. Poteete, Chief Appraiser of the Walker County Appraisal District.

JUAN MENDEZ
Notary Public, State of Texas
Comm. Expires 10-17-2027
Notary ID 134605998

Notary Public in and for the State of Texas

(NOTARY SEAL)

4854-3668-8535.v1


VICINITY MAP
WALKER COUNTY
TEXAS

MINUTES OF THE MEETING OF THE PLANNING COMMISSION HELD IN THE TRAINING ROOM, AT THE CITY OF HUNTSVILLE NEW SERVICE CENTER COMPLEX, 448 SH 75, HUNTSVILLE, TEXAS ON THE 4th DAY OF DECEMBER 2025 AT 5:30 PM.

Members present: Hooten; Carpenter; Thompson; Barnett: Harris;
City staff present: Yeager; Capaccioli: Kreinus;

1. **CALL TO ORDER**

   The meeting was called to order by Chairman Hooten. [5:30 PM]

2. **PLEDGE OF ALLEGIANCE**
   - **a. U.S. Flag**
   - **b. Texas Flag**

3. **INVOCATION**

   Vice-Chairwoman Carpenter led the invocation.

4. **CONSIDER**

   a. The minutes of the September 4, 2025 meeting

   Commissioner Lynch motioned to approve the minutes of the September 4, 2025 Planning Commission meeting. Second was by Commissioner Barnett. The motion passed unanimously.

   b. The minutes of the November 6, 2025, meeting.

   Commissioner Thompson motioned to approve the minutes of the November 6, 2025 Planning Commission meeting. Second was by Commissioner Lynch. The motion passed unanimously.

   c. To consider the Final Plat of Rockbridge East Phase 2, Layne Yeager, City Planner/Airport Manager.

   Commissioner Harris moved to approve the Final Plat of Rockbridge East Phase 2. Second was by Commissioner Thompson. The motion passed unanimously.

   d. To review revisions to the Development Code, Article 7, Landscape and buffers, concerning tree preservation.

   Layne Yeager gave updates on the revisions, discussing buffers affecting smaller lots, walls, fences or other alternatives as a buffer and greenspaces.

5. **ITEMS OF COMMUNITY INTEREST**

   City Planner, Layne Yeager, shared news on the airport, City Hall, and Legacy Pines.

6. **ADJOURNMENT**

   Commissioner Thompson moved to adjourn the meeting. The second was by Commissioner Wallace. The motion passed unanimously. [6:00 PM]