



242
TEXAS

INTERSTATE
69

SITE

±22.23 Acres

SH 242 & SHERWOOD FOREST DR., NEW CANEY, TX

NEWMARK

Prime Development Site on State Highway 242

Property Details

ADDRESS	SH 242 and Sherwood Forest Drive	
SIZE	±22.23 Acres	
UTILITIES	East Montgomery County MUD 4- Water to Site, Wastewater nearby. Capacity will need to be confirmed by MUD feasibility study during due diligence	
JURISDICTION	Montgomery County	
ZONING/RESTRICTIONS	None- Restricted Covenants in place	
FLOOD PLAIN	None	
DETENTION	Provided Mostly Offsite- Portion of Detention Pond/Drainage Easement located on site	
TAX RATE	2.9712%	
SCHOOL DISTRICT	Splendora ISD	
ACCESS/VISIBILITY	SH 242 and Eastex Freeway	
POTENTIAL USES	Retail, MF, BTR, Single-Family Residential, RV Park, Self Storage, Manufactured Housing, Investor	
APN	R529469	
OWNERSHIP	BAY MOUNTAIN FUND I LLC	
LEGAL	A0434- PETERS H A, TRACT 8A-2, ACRES 22.2295	
RESTRICTED USES	<ol style="list-style-type: none"> 1. Grocery store 2. Convenience Store 3. Food department exceeding 1,500 S.F. of floor area 4. Pharmacy or sale of pharmaceuticals 5. Fuel service station or the sale of fuel 6. Car wash 7. Telecommunications tower 8. Pawn shop 9. Adult bookstore 10. School and/or Church" 	

Contact Broker for additional details

The Offering

Newmark has been exclusively retained to represent the Seller in the disposition of ±22.23 acres at SH 242 and Sherwood Forest Drive (“Property”, “Offering”). All inquiries about the Property should be directed to Newmark.

Cleared Development Site within a MUD

No zoning with few use restrictions enables flexibility of development

Close Proximity to new attractions and development with visibility from Eastex Freeway



Submarket Map



Relevant Development and Engineering Information

Summary

- Subject property is an approximately 22.23-acre mostly cleared tract of land along State Highway 242.
- The jurisdictions that must review and approve plans for the proposed development are Montgomery County, East Montgomery County Municipal Utility District (MUD) No. 4, and Texas Department of Transportation (TxDOT).
- An existing drainage easement exists as described in the attached easement document 2015105263 recorded in Montgomery County.
- The property will need to be platted through Montgomery County.
- Montgomery County does not have any zoning regulations. (See restrictions on Page X)
- Subject property is located entirely outside of any floodplain.
- There is an existing drainage study for the site prepared by WGA dated 9-13-2018. That report is attached at the end of this letter.
- East Montgomery County MUD No. 4 is the water and sanitary sewer service provider for this site.
- TxDOT may require a traffic impact assessment (TIA), depending on the total number of proposed peak hour trips and total trips per day expected for the development.
- State Highway 242 is under construction at the intersection with Big Rivers Rd. It will be expanded to have two (2) through lanes with one (1) left-turn lane for westbound traffic, and two (2) through lanes, with one (1) left-turn lane and one (1) right-turn deceleration lane for eastbound traffic.
- Given the speed limit of 45 mph on SH-242, TxDOT may require a right-turn deceleration lane at the proposed driveway. Confirmation of this will be received after a preliminary driveway application is submitted to TxDOT.
- The Railroad Commission of Texas indicates no gas or crude oil pipelines within subject property.
- The National Wetlands Inventory Map indicates no potential wetlands within subject property.

Easement and Setback Lines

According to Official Public Records of Montgomery County, Texas, the following are easement and setback lines within the property:

1. 30-ft. Access Easement cutting south to north through the southwest portion of the property (recorded in Clerk's File #2023017200, Official Public Records of Montgomery County, Texas)
2. 10-ft. Entergy Easement cutting through the middle of the property (recorded in Clerk's File #2018055944, Official Public Records of Montgomery County, Texas)
3. 25-ft. Building Setback Line and Landscape Easement, along the south side of the property (recorded in Clerk's File #s 9050368, 9780414, 9782449, Official Public Records of Montgomery County, Texas)
4. 80-ft. Roadway Easement along the westerly most northern property line (According to a preliminary ALTA survey, prepared by Hovis Surveying Company and dated February 26, 2018).
5. Drainage Easement along the south side of the property (recorded in Clerk's File #2015105263, Official Public Records of Montgomery County, Texas)

Water

According to record/as-built plans, prepared by Bleyl Engineering and dated June 15, 2020, there is an existing 12-inch C900 DR18 water main line crossing east to west through the property. Also, there are three (3) fire hydrants tied to the 12-inch waterline. This is further confirmed by aerial imagery dated November 2020, and by contact with the MUD Engineer. The current water service provider for the property is East Montgomery County MUD No. 4. However, once a schematic site plan is completed for the future development, that schematic plan set along with water capacity of the proposed development will need to be submitted to East Montgomery County MUD No. 4 for them to complete a feasibility study to determine if the district has water capacity.

Sanitary Sewer

According to record/as-built plans, prepared by Bleyl Engineering and dated June 15, 2020, there is no sanitary sewer service provided for this property. The current sanitary sewer provider for the property is East Montgomery County MUD No. 4. At the time of this report there is a sanitary lift station west of the property that has capacity. However, once a schematic site plan is completed for the future development it will need to be sent with the proposed development sanitary capacity to the MUD. At that time East Montgomery County MUD No. 4 will complete their feasibility study to determine if the district has sanitary capacity and if not, they will provide alternate options at that time.

*Reach out to Broker for full due diligence report.

Vicinity Exhibit

DISCOVERY TRACT MO10b

SH 242 TRACT




APPROX. 23 AC.

VICINITY EXHIBIT

CITY OF SPLENDORA ETJ (APPROX. 9 AC.)
 UNINCORPORATED MONTGOMERY COUNTY (APPROX. 14 AC.)
 SPLENDORA I.S.D.
 EAST MONTGOMERY COUNTY IMPROVEMENT DISTRICT
 EAST MONTGOMERY COUNTY MUD 04

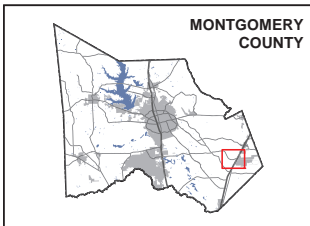
DECEMBER 2023

LEGEND

-  DISCOVERY TRACT
-  SCHOOL DISTRICTS
-  MAJOR THOROUGHFARE PLAN
-  RAILROAD
-  CCN SEWER BOUNDARIES*
-  CCN WATER BOUNDARIES*

DATA SOURCE: SCHOOL DISTRICTS - TEA, MAJOR THOROUGHFARE PLAN - MONTGOMERY COUNTY, RAILROAD - TXDOT, MUNICIPAL MANAGEMENT DISTRICT - TCEQ, MUDS* - MONTGOMERY CAD, CCNS - PUC

*DISTRICT BOUNDARIES FROM OFFICAL DATA RELEASE ARE OFTEN SHIFTED FROM ACTUAL BOUNDARY.

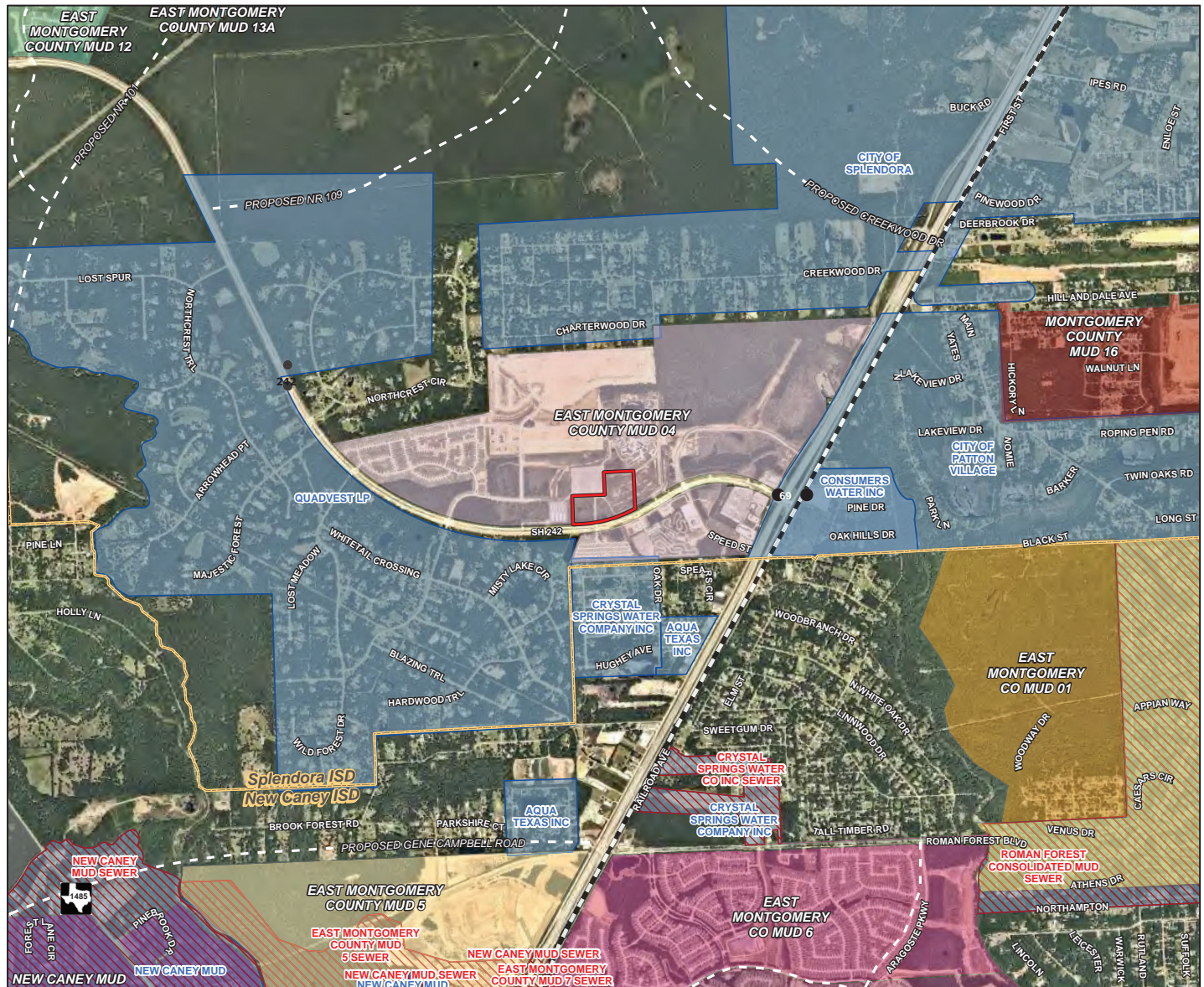


AERIAL PHOTOGRAPH DATE: NEARMAP 2023

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



3600 W Sam Houston Parkway S Suite 600
 Houston, Texas 77042
 Phone 713.953.5200
 LJA.com



Big Rivers Waterpark



Big Rivers Waterpark, located in New Caney, TX, is a family-friendly destination offering a wide array of water-based attractions. The park features exhilarating water slides, a relaxing lazy river, and a fun-filled wave pool, catering to both thrill-seekers and those looking to unwind. Children can enjoy interactive play areas, while the entire family can take advantage of the zip lines and climbing walls for some dry adventure. Big Rivers operates seasonally and hosts various events and promotions, providing a unique and exciting experience for visitors of all ages. With options for private cabana rentals, guests can also enjoy a more exclusive and comfortable visit.

Disclaimer

PROPERTY MARKETING

The information contained herein has been obtained from sources deemed reliable but has not been verified and no guarantee, warranty or representation, either express or implied, is made with respect to such information. Terms of sale or lease and availability are subject to change or withdrawal without notice.

OFFERING MEMORANDUM

This Memorandum does not constitute a representation that the business or affairs of the Property or Seller since the date of preparation (October 2025) of this Memorandum have remained the same. Analysis and verification of the information contained in this Memorandum are solely the responsibility of the prospective purchaser.

Additional information and an opportunity to inspect the Property will be made available upon written request of interested and qualified prospective purchasers. Seller and Agent each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property, and/or terminate discussions with any party at any time with or without notice. Seller reserves the right to change the timing and procedures for the Offering process at any time in Seller's sole discretion. Seller shall have no legal commitment or obligations to any party reviewing this Memorandum, or making an offer to purchase the Property, unless and until such offer is approved by Seller, and a written agreement for the purchase of the Property has been fully executed and delivered by Seller and the Purchaser thereunder.

This Memorandum and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting this Memorandum, you agree that you will hold and treat it in the strictest confidence, that you will not forward, photocopy or duplicate it, that you will not disclose this Memorandum or any of the contents to any other entity (except to outside advisors retained by you, if necessary, for your determination of whether or not to make a proposal and from whom you have obtained an agreement of confidentiality) without the prior written authorization of Seller or Agent, and that you will not use this Memorandum or any of the contents in any fashion or manner detrimental to the interest of Seller or Agent.

Information About Brokerage Services

2.10.25

TEXAS LAW REQUIRES ALL REAL ESTATE LICENSE HOLDERS TO GIVE THE FOLLOWING INFORMATION ABOUT BROKERAGE SERVICES TO PROSPECTIVE BUYERS, TENANTS, SELLERS AND LANDLORDS.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. An owner's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. A buyer/tenant's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BOTH- INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's

obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 1. that the owner will accept a price less than the written asking price;
 2. that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 3. any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.
BROKER FIRM NAME

Southwest Residential Partners, Inc.
LICENSE NO.
456477
EMAIL
aimee.hawthorne@nmrk.com
PHONE
713-425-5430

DESIGNATED BROKER'S NAME
David Mitchell
LICENSE NO.
499823
EMAIL
david.mitchell@nmrk.com
PHONE
713-425-5421

For more information, contact:

Dillon Mills

t 713-300-7956

dillon.mills@nmrk.com

Chet Manning

t 713-300-7976

chet.manning@nmrk.com