

**SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN WALLER COUNTY, TEXAS AND
CASTLEROCK COMMUNITIES LLC
FOR WANDERERS GATE SUBDIVISION**

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

Recitals

WHEREAS, Developer has purchased or intends to purchase approximately 175.74 acres of real property located in Waller County, Texas, which is more particularly described by metes and bounds in Exhibit A and which will be developed into the Wanderers Gate subdivision (“Developer’s Property”); and

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

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

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

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

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

1. **INTEGRATION OF RECITALS.** The Parties agree that the foregoing recitals are true and accurate and constitute matters agreed to herein, and that the recitals are made a part hereof for all purposes.
2. **PURPOSE.** The purpose of this Agreement is to provide for the responsible construction of the appropriate and necessary infrastructure for the Developer's Property. The Parties shall coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, and D attached hereto and incorporated herein. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.
3. **AUTHORITY.** The County is entering into this Agreement under the authority of the Constitution and laws of the State of Texas.
4. **ASSIGNMENT.** The Parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its Exhibits. While Developer and its Affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from

Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer who is not an Affiliate of Developer or other person or entity shall require the written agreement of County. For the purposes of this Agreement, the term “Affiliate” means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term “control” means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

5. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any Exhibits, must be in writing and signed by both Parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party’s right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by both Parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.
6. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer’s Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.
7. **VESTED RIGHTS.** This Agreement shall constitute a “permit” (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the County on the effective date of this Agreement.

8. **VARIANCES.** County has granted the variances set forth in Exhibit D prior to the execution and approval of this Agreement. As such, the granted variances are included in the vested Development Rights regarding the development of the Developer's Property under this Agreement.
9. **COST REIMBURSEMENT.** Developer will reimburse County its reasonable and documented costs incurred by County to third parties in connection with the review, negotiation, administration and enforcement of this Agreement up to the maximum amount of \$25,000.00. County shall provide Developer with an itemized invoice for such costs and Developer will pay County within thirty (30) days after receipt of such invoice.
10. **DEFAULT.** No Party shall be deemed in default of any provision of this Agreement until the expiration of sixty (60) days following the receipt of notice of default from the other Party, during which time the defaulting Party may cure the default. Absent *force majeure* or a written extension of the cure period signed by both Parties, if the default is not cured within the sixty-day cure period, the non-defaulting Party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.
11. **TERMINATION FOR FAILURE TO BEGIN DEVELOPMENT.** Provided that County gives prior written notice, and Developer fails to cure within 30 days of receipt of the notice, County shall have the right to terminate this Development Agreement if Developer has not platted at least two (2) sections of development of Developer's Property within 5 years after the date hereof. Upon said termination by County, this Agreement shall have no further force and effect.

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

Notices mailed to County:

County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

with a copy to:

Randle Law Office
Attn: J. Grady Randle
820 Gessner, Suite 1570
Houston, Texas 77024
Email: grady@gradyrandlepc.com

Notices mailed to Developer:

CastleRock Communities LLC
Attn: Kirk Breitenwischer
2401 Fountain View, Suite 215
Houston, Texas 77057

13. **AUTHORITY FOR EXECUTION.** The Waller County Commissioners Court is the contracting authority for County. The County hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with County ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the organizational documents of Developer.

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

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

16. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

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

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

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

20. **GOVERNMENTAL VERIFICATIONS.** Developer hereby verifies, in compliance with Section 2270.002 of the Texas Government Code, that it does not boycott Israel and that it will not boycott Israel during the term of this Agreement. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes.

Developer hereby verifies, in compliance with Section 2274.002 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. “Discriminate against a firearm entity or firearm trade association” means refusing to engage in the trade or any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; refraining from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminating an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

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

21. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) Exhibit D, 3) Exhibit A, 4) Exhibit B, then 5) Exhibit C.
22. **DISCLOSURE OF INTERESTED PARTIES.** Developer hereby affirms that it is required to electronically file Form 1295 with the Texas Comptroller, a disclosure of interested parties, prior to the execution and approval of this Agreement.
23. **EFFECT OF STATE AND FEDERAL LAWS.** Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.
24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WALLER COUNTY

Carbett “Trey” J. Duhon III
County Judge

Date

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2026 by Carbett “Trey” J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

Notary Public, State of Texas

CASTLEROCK COMMUNITIES LLC,
a Delaware limited liability company

By: _____
Kirk Breitenwischer,
Executive Vice President

Date

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____,
2026 by Kirk Breitenwischer, Executive Vice President of CastleRock Communities LLC, a
Delaware limited liability company.

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A

Real Property Description



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 122.74 ACRES OR 5,346,667 SQ. FT.

A TRACT OR PARCEL CONTAINING 122.74 ACRES OR 5,346,667 SQUARE FEET OF LAND SITUATED IN THE GEORGE W. CLARY SURVEY, ABSTRACT NO. 108, WALLER COUNTY, TEXAS, BEING ALL OF A CALLED 122.7422 ACRE TRACT CONVEYED TO GREENWOOD LAND HOLDINGS, LLC, AS RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2100068, WITH SAID 122.74 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND ON THE EAST RIGHT OF WAY (R.O.W.) LINE OF KICKAPOO ROAD, WIDTH VARIES, FOR THE MOST WESTERLY NORTHWEST CORNER OF A CALLED 16.8234 ACRE TRACT CONVEYED TO LINDA TUREK, AS RECORDED UNDER W.C.C.F. NO. 2209306, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 11 MIN. 59 SEC. WEST, WITH THE EAST R.O.W. LINE OF SAID KICKAPOO ROAD, A DISTANCE OF 1,401.21 FEET TO A THE SOUTHWEST CORNER OF A CALLED 0.2296 ACRE LEAST TRACT, AS RECORDED UNDER VOL. 642, PG. 554, OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.), FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 48 MIN. 01 SEC. EAST, ALONG THE SOUTH LINE OF SAID 0.2296 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND FOR THE SOUTHEAST CORNER OF SAID 0.2296 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS: SOUTH 87 DEG. 19 MIN. 48 SEC. WEST – 0.97 FEET;

THENCE, NORTH 02 DEG. 11 MIN. 58 SEC. WEST, ALONG THE EAST LINE OF SAID 0.2296 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND FOR THE NORTHEAST CORNER OF SAID 0.2296 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 48 MIN. 01 SEC. WEST, ALONG THE NORTH LINE OF SAID 0.2296 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND ON THE EAST R.O.W. LINE OF SAID KICKAPOO ROAD FOR THE NORTHWEST CORNER OF SAID 0.2296 ACRE TRACT, AND AN ANGLE POINT OF THE HERE DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 11 MIN. 59 SEC. WEST, WITH THE EAST R.O.W. LINE OF SAID KICKAPOO ROAD, A DISTANCE OF 100.12 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH LINE OF A CALLED 2,289.72 ACRE TRACT, AS RECORDED UNDER VOL. 88, PG. 391, W.C.D.R., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 35 MIN. 57 SEC. EAST, ALONG THE SOUTH LINE OF SAID 2,289.72 ACRE TRACT, A DISTANCE OF 3,451.01 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 16, OF KICKAPOO HILL SUBDIVISION SECTION 2, MAP OR PLAT THEREOF RECORDED UNDER VOL. 202, PG. 247, W.C.D.R., AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 49 MIN. 54 SEC. EAST, ALONG THE WEST LINE OF SAID KICKAPOO HILL SUBDIVISION, A DISTANCE OF 1,647.37 FEET TO THE NORTHEAST CORNER OF A CALLED 29.324 ACRE TRACT CONVEYED TO PAUL AND MARY A. CIPOLLA, AS RECORDED UNDER VOL. 643, PG. 338, W.C.D.R., FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 56 MIN. 13 SEC. WEST, ALONG THE NORTH LINE OF SAID 29.324 ACRE TRACT, A DISTANCE OF 1,181.74 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND FOR THE SOUTHEAST CORNER OF SAID 16.8234 ACRE TRACT, AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 49 MIN. 54 SEC. WEST, ALONG THE EAST LINE OF SAID 16.8234 ACRE TRACT, A DISTANCE OF 400.10 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND FOR THE NORTHEAST CORNER OF SAID 16.8234 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 55 MIN. 30 SEC. WEST, ALONG A NORTH LINE OF SAID 16.8234 ACRE TRACT, A DISTANCE OF 648.42 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND FOR THE NORTHWEST CORNER OF SAID 16.8234 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 15 MIN. 46 SEC. WEST, ALONG THE WEST LINE OF SAID 16.8234 ACRE TRACT, A DISTANCE OF 375.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "EIC" FOUND FOR THE SOUTHWEST CORNER OF SAID 16.8234 ACRE TRACT, AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 55 MIN. 30 SEC. WEST, ALONG A NORTH LINE OF SAID 16.8234 ACRE TRACT, A DISTANCE OF 1,605.41 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 122.74 ACRES OR 5,346,667 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 58488, PREPARED BY WINDROSE.




MATTHEW CARPENTER
R.P.L.S. NO. 6942
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

9/11/2023
DATE:



DESCRIPTION OF 20.00 ACRES OR 871,200 SQ. FT.

A TRACT OR PARCEL CONTAINING 20.00 ACRES OR 871,200 SQUARE FEET OF LAND SITUATED IN THE GEORGE W. CLARY SURVEY, ABSTRACT NO. 108, WALLER COUNTY, TEXAS, BEING ALL OF A CALLED 20.0 ACRE TRACT CONVEYED TO GREENWOOD LAND HOLDINGS LLC, AS RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2415359, WITH SAID 20.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT THE NORTHWEST END OF A CUT-BACK CORNER LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF KICKAPOO ROAD (R.O.W. VARIES), RECORDED IN VOL. 222, PG. 26, WALLER COUNTY DEED RECORDS (W.C.D.R.), AND THE WEST R.O.W. LINE OF SAID KICKAPOO ROAD, BEING A NORTHEAST CORNER OF SAID 20.0 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 48 DEG. 24 MIN. 04 SEC. EAST, ALONG SAID CUT-BACK CORNER, A DISTANCE OF 70.70 FEET TO THE SOUTHEAST END OF SAID CUT-BACK CORNER, BEING A NORTHEAST CORNER OF SAID 20.0 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 24 MIN. 04 SEC. EAST, ALONG THE WEST R.O.W. LINE OF SAID KICKAPOO ROAD, A DISTANCE OF 1,012.32 FEET TO THE COMMON EAST CORNER OF SAID 20.0 ACRE TRACT AND A CALLED 14.0 ACRE TRACT CONVEYED TO DAVID S. INGELS AND DEWANA F. INGELS, AS RECORDED IN W.C.C.F. NO. 1601100, SAME BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 85 DEG. 59 MIN. 30 SEC. WEST, ALONG THE COMMON LINE OF SAID 20.0 ACRE TRACT AND SAID 14.0 ACRE TRACT, PASSING AT A DISTANCE OF 786.03 FEET THE NORTHWEST CORNER OF SAID 14.0 ACRE TRACT AND AN EAST CORNER OF A CALLED 38.2107 ACRE TRACT CONVEYED TO KICKAPOO ASSET, LLC., AS RECORDED IN W.C.C.F. NO. 2106305, CONTINUING FOR A TOTAL DISTANCE OF 803.07 FEET TO AN INTERIOR CORNER OF SAID 38.2107 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 20.0 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 57 MIN. 06 SEC. WEST, ALONG THE COMMON LINE OF SAID 20.0 ACRE TRACT AND SAID 38.2107 ACRE TRACT, A DISTANCE OF 1,098.95 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF SAID KICKAPOO ROAD, BEING THE COMMON NORTH CORNER OF SAID 20.0 ACRE TRACT AND SAID 38.2107 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88 DEG. 43 MIN. 17 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID KICKAPOO ROAD, A DISTANCE OF 762.60 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 20.00 ACRES OR 871,200 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 58488-20AC, PREPARED BY WINDROSE.

MATTHEW CARPENTER
R.P.L.S. NO. 6942
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



06-23-2025
DATE:



DESCRIPTION OF
33.00 ACRES OR 1,437,850 SQ. FT.

A TRACT OR PARCEL CONTAINING 33.00 ACRES OR 1,437,850 SQUARE FEET OF LAND SITUATED IN THE JOHN M STEPHENS SURVEY, ABSTRACT NO. 249, WALLER COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF A CALLED 4,428 ACRE TRACT, AS DESCRIBED IN DEED TO WILLIAM M. RICE INSTITUTE FOR ADVANCEMENT OF LITERATURE, SCIENCE AND ART FROM THE HEIRS OF WILLIAM MARSH RICE, RECORDED IN VOLUME (VOL.) 37, PAGE (PG.) 27, WALLER COUNTY DEED RECORDS (W.C.D.R.) WITH SAID 33.11 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "GEOSOLUTION" FOUND AT THE INTERSECTION OF THE SOUTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF FM 1488 (100 FOOT R.O.W.), AS RECORDED IN VOL. 138, PG. 66, W.C.D.R., AND THE NORTH R.O.W. LINE OF KICKAPOO ROAD (R.O.W. VARIES), AS RECORDED IN VOL. 222, PG. 26, W.C.D.R., FOR THE BEGINNING OF A CURVE TO THE RIGHT, THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID CURVE TO THE RIGHT AND SOUTHEAST R.O.W. LINE OF SAID FM 1488, HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 09 DEG. 02 MIN. 46 SEC., AN ARC LENGTH OF 293.64 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEG. 19 MIN. 53 SEC. EAST, A DISTANCE OF 293.34 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

THENCE, NORTH 64 DEG. 51 MIN. 17 SEC. EAST, CONTINUING WITH SOUTHEAST R.O.W. LINE OF SAID FM 1488, A DISTANCE OF 2,195.31 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 39 DEG. 31 MIN. 08 SEC. EAST, OVER AND ACROSS SAID CALLED 4,428 ACRE TRACT, A DISTANCE OF 600.05 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY CORNER AND ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 24 MIN. 03 SEC. EAST, CONTINUING OVER AND ACROSS SAID CALLED 4,428 ACRE TRACT, A DISTANCE OF 515.31 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A CALLED 122.7422 ACRE TRACT, DESCRIBED IN DEED TO GREEN WOOLAND HOLDINGS, LLC, RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2100068 AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 35 MIN. 57 SEC. WEST, WITH THE NORTH LINE OF SAID CALLED 122.7422 ACRE TRACT, A DISTANCE OF 837.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 122.7422 ACRE TRACT AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 56 MIN. 09 SEC. WEST, WITH THE NORTH R.O.W. LINE OF SAID KICKAPOO ROAD, A DISTANCE OF 1,810.47 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 33.00 ACRES OR 1,437,850 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 58488-CAT1B-33AC, PREPARED BY WINDROSE.


MATTHEW CARPENTER
R.P.L.S. NO. 6942
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



02-16-2026
DATE:

Exhibit B

WANDERERS GATE PLAN OF DEVELOPMENT

± 175.74 Acres

Prepared For:
Castlerock Communities LLC

PREPARED BY:
META
PLANNING + DESIGN
24275 Katy Freeway, Suite 200
Katy, TX 77494

June, 2026

TABLE OF CONTENTS

- I. Introduction**
- II. General Provisions**
- III. Land Uses**
- IV. Development Regulations**
 - A. Roadway Design
 - B. Points of Access
 - C. Single-Family Residential
- V. Parks, Recreation and Trails**
- VI. Building Regulations**
- VII. Other Provisions**
- VIII. Applicability**
- IX. Minor Modifications**
- X. Exhibits**

I. INTRODUCTION

Wanderers Gate (the “Project”) is a residential community consisting of approximately 175.74 acres located southeast of FM 1488, along Kickapoo Road (the “Property”). The Project is wholly located within Waller County and is not subject to any city’s extraterritorial jurisdiction.

The Developer, Castlerock Communities LLC or its Affiliate (referred to as the “Developer”), desires to construct a master planned community with residential and commercial tracts as well as the associated drainage and detention facilities, utility facilities, open spaces and small neighborhood parks. The development will include a mix of housing products and sizes for different ranges of the residential housing market.

This Plan of Development (“PD”), its descriptions, rules, and regulations shall apply to the entirety of the Property, which is located within Waller County. The area of the PD and the projected lot count is depicted on Exhibit C, General Land Plan. The PD is subject to the Subdivision Development Agreement between Waller County, Texas and Castlerock Communities LLC for the Project (“Development Agreement”).

II. GENERAL PROVISIONS

The PD approved herein will be constructed, developed, and maintained in compliance with the Development Agreement and other applicable regulations of the County. The PD shall be governed by the Waller County Subdivision and Development Regulations (“County SDR’s”) in effect as of the Effective Date of the Development Agreement, except to the extent the County SDR conflicts with this Development Agreement, or if a separate variance is granted by the Waller County Commissioners Court (“Commissioners Court”). Amended or future County SDRs shall not apply to the Project.

If there are discrepancies between the text of this document and the figures attached, the text shall prevail.

The Project shall be developed in accordance with the following exhibits that are attached to and made a part of this PD:

Exhibit B-1: Boundary Aerial Exhibit
Exhibit B-2: Landscape and Open Space Plan
Exhibit B-3: Street Classification Exhibit
Exhibit B-4: Fence Exhibit
Exhibit B-5: Local Road Cross Section
Exhibit B-6: Kickapoo Road Cross Section
Exhibit C: General Land Plan

A homeowners’ association (“HOA”) shall be established and made legally responsible to maintain all common areas, recreation reserves, and community amenities not otherwise dedicated to the public. Before Developer sells or conveys by any means any of the lots in the Project, restrictive covenants and conditions (“RCCs”) affecting the lots and running with the land shall be filed in the Waller County Real Property Records limiting the use of the land as described in the PD. The RCCs shall establish the HOA

as the body authorized and obliged to enforce the RCCs within the subdivision. All land and facilities dedicated to a municipal utility district shall be maintained by said District.

Additional tracts of land may be incorporated into the Development Agreement by approval from the Waller County Commissioners Court of a new General Land Plan showing the new total acreage. Any added property must comply with all the standards of this Development Agreement and PD. Minor modifications are outlined in Section IX of this document. Major deviations or incompatibilities must seek an amendment to this Agreement. Any added property must also comply with all Waller County regulations and requirements beyond this Agreement, unless a separate variance is approved by the County.

III. LAND USES

The primary land use of the Project shall be residential lots, commercial and retail development. The maximum number of single-family residential lots shall not exceed five hundred seventy-five (575) lots for the current ± 175.74 acre tract. All lots are designed as single-family lots.

Within the boundary of the Project, land shall be set aside for neighborhood parks accessible to all residents. The neighborhood parks shall be owned and maintained by the homeowners' association, community association, or municipal utility district over the Property, not Waller County, unless said responsibilities are later exchanged by separate agreement.

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

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of a residential community are also included in the Project. These shall be governed by the appropriate rules of Waller County, the State of Texas, and any other controlling laws or regulations, as applicable.

Build-to-Rent (BTR) type development (new single-family lots not intended for sale to individual buyers) is prohibited within the Project; however, this will not prohibit homeowners from renting out their homes. Commercial and non-residential uses are regulated by the applicable Waller County regulations. No apartments or multi-family dwellings will be built in the Project.

IV. DEVELOPMENT REGULATIONS

The Wanderers Gate Plan of Development shall comply with all County SDR's in effect at the time that the Development Agreement is enacted, except as provided herein or approved by separate variance.

A. Roadway Design

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

regulations:

1. Kickapoo Road

- a. Developer shall provide for the dedication of the ultimate ninety (90) feet of right-of-way ("ROW") on the west side of the existing north-south existing ROW, as indicated in Exhibit B-6.
- b. Developer shall resurface the existing travel lanes of Kickapoo Road, associated roadside ditch improvements, and any improvements necessary for the installation of entrances to project development.
 - i. Bonding for roadway improvements shall be covered by an adjacent subdivision bond.
 - ii. County shall not require additional permitting for improvements within existing Kickapoo Road ROW.
- c. Developer has the option to construct Kickapoo Road in phases as an open ditch boulevard, or as a thirty-six (36) foot pavement section with roadside ditches, as shown in Exhibit B-6..
- d. Engineering plans for the Kickapoo Road Improvements project from FM 1488 to the southernmost connection of the development will be submitted to Waller County review and follow the standard subdivision road acceptance process except as exempted in subsection b.ii. above.
- e. Waller County agrees to abandon the existing right-of-way of Kickapoo Road along the east-west portion, north of the 20-acre parcel that make up the development, as shown in Exhibit B-3, Street Classifications. The abandoned right-of-way referenced will become property of the Developer.
 - i. The Developer agrees to provide the neighboring property with a primary paved access route to FM 1488 through Developer Property and an emergency access easement allowing public right-of-way connectivity, per fire code requirements.
- f. Developer shall provide stormwater detention to accommodate runoff from Kickapoo Road for all portions of the roadway within or adjacent to the project boundary.

2. Rice Road

- a. Future Rice Road is a proposed major thoroughfare that crosses north/south through the Project.
- b. The Developer shall provide ROW dedication for all that portion of Rice Road that passes through the Project ("Rice Road ROW") by separate instrument within sixty (60) days of receipt of County's request for dedication or as a part of the routine subdivision plat submission process by Developer for sections immediately adjacent to the proposed ROW.
- c. The Developer or MUD shall contribute funding towards future construction of Rice Road at a rate of \$750.00 per linear foot within the Rice Road ROW.
 - i. However, Developer or MUD shall not be obligated to contribute such funding until such time as the County acquires the necessary

right-of-way and constructs portions of Rice Road outside of the Developer's Property to create a connection to an existing segment of Rice Road outside the boundary of the subject tract.

- ii. Once due, such funds shall be provided in one or more payments with the total balance due upon the award of the construction contract
 - 1. Notice shall be provided to the Developer twelve (12) months in advance regarding the anticipated date of award.
- d. Developer shall provide stormwater detention to accommodate runoff from Rice Road for all portions of the roadway within the project boundary.

3. Residential Entry Streets

The primary access streets making a direct connection to Kickapoo Road shall be considered collector streets. These streets shall have a minimum ninety-foot (90') ROW with divided boulevard paving. Each travel direction in the boulevard section shall have a minimum twenty-five foot (25') wide curb and gutter cross-section.

4. Local Streets

Any street not identified above shall be considered a Local Street. Such streets primarily provide direct access and frontage to individual lots and shall meet the following criteria:

- a. Fifty foot (50') minimum right-of-way width
- b. Twenty-eight foot (28') minimum concrete paving width in a curb and gutter cross-section, as shown in Exhibit B-5.
- c. Three hundred foot (300') minimum centerline radius
- d. Centerline radii between fifty feet (50') and sixty feet (60') shall be considered corners/turns and not curves subject to subsection c above.
- e. Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.
- f. Except as specifically stated herein, roadway construction details for concrete thickness, reinforcement, and subgrade shall comply with County regulations and requirements at the time of execution of this DA and PD.

5. Cul-de-Sac and Knuckle Geometry

- a. Fifty foot (50') minimum paving radius
- b. Sixty foot (60') minimum right-of-way radius
- c. Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.
- d. Center point of bulb on cul-de-sac or knuckle may be offset from right-of-way centerline

B. Points of Access

- 1 One point of access is allowed for up to 150 lots.
- 2 Construction of the various external connections and internal street patterns may be phased over time, including temporarily exceeding the limit set forth in subsection (d) below.
- 3 At ultimate buildout of the Project, no more than one hundred fifty (150) lots shall be limited or constricted to a single point of access, and more than one hundred fifty (150) lots shall require a second point of access.

C. Single-Family Residential

Single-family residential lots within Wanderers Gate shall be developed in accordance with the following regulations.

1. Lots

- a. The maximum number of single-family residential lots shall not exceed five hundred (575) lots for the current ± 175.74 acre tract.
- b. Minimum lot size (area) shall be five thousand (5,000) square feet, except that a lot area may be less than five thousand (5,000) square feet if the Developer pays Waller County a parks fee equal to \$4.00 per square foot of land in such lot prior to recording the plat containing such lot.
- c. Minimum lot width shall be forty (40) feet, with the following conditions:
 - i. No more than 37.5% of lots shall be 40.00' to 49.99' in width, and the remainder of lots shall be at least 50.00' in width.
 - ii. Measurement of lot width is to be taken at building line. The measurement of the width at the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
- d. The maximum building coverage per lot shall be sixty-five percent (65%), calculated as the ground covered by building structures, whether principle or accessory, out of the gross lot surface area.
- e. Minimum front building lines:
 - i. Typical front building line shall be twenty feet (20') for the principal structure and twenty-five (25) feet for the garage.
- f. Minimum side yard building setbacks:
 - i. Five-foot (5') setback for interior, non-corner lots and the non-street side of corner lots
 - ii. Ten-foot (10') setback for exterior/street side of corner lots
 - iii. Twenty-five-foot (25') garage setback if the garage door faces the side street
 - iv. Where a corner lot is separated from the side street by a landscape reserve, the five-foot (5') interior side setback shall apply to the lot from its side lot line and the side street shall have a five-foot (5') building setback line across the landscape reserve. Residential driveway access across the landscape reserve is prohibited.

- g. No lots shall have direct access to Rice Road or Kickapoo Road. A landscape reserve shall separate all lots from the aforementioned roads.

2. Shade Trees

- a. All lots shall have a minimum of one (1) 2.5" caliper tree planted in accordance with applicable Waller County guidelines.
- b. The shade trees must be a minimum of two and one-half (2-1/2) inches in caliper width and a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.

3. Fencing and Screening walls

The following regulations shall apply to those residential lots that are platted adjacent to county classified roadways.

- a. Rice Road:
 - i. A minimum six-foot (6') masonry-appearing fence and/or a stained wood perimeter fence with masonry columns, caps, and rot boards shall be built along the back or side lot lines adjacent to said streets as shown on Exhibit B-4, Fence Exhibit.
 - ii. Masonry-appearing fencing may consist of precast painted concrete or other weather resistant materials.
- b. Kickapoo Road
 - i. An upgraded wood privacy fence shall be provided for lots that back or side onto Kickapoo Road.
 - ii. Three-rail fence with a 6-12" rot board along the bottom with cap and rail. All fences will be stained.
 - iii. Location of upgraded features (cap and rail design, and stain) shown in the image may differ slightly when constructed.
- c. Water Plant Site
 - i. Developer shall provide a minimum landscape buffer between water plant site and Kickapoo ROW.
 - ii. The facility, tank, buildings, ETC. shall be painted a neutral color to blend in with the natural environment.
 - iii. Privacy Fencing
 - iv. Fast growing landscaping including _____ shall be provided within the landscape buffer to screen the site from the ROW.

4. Parking

Each single-family home in the Project shall be subject to parking restrictions to be memorialized as follows in the RCCs created pursuant to Section II of this PD:

- a. Resident Parking: Vehicles of residents shall be parked in the resident's garage or driveway.
- b. Guest parking: Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers such as landscapers, construction workers, plumbers, etc., but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.
- c. Enforcement: The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 2308 of the Texas Occupations Code, relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the parking restrictions to be contained in the RCCs.

V. PARKS, RECREATION, AND TRAILS

A. Parkland Required

Wanderers Gate shall provide a minimum of one (1) community park. Exhibit C, General Land Plan, illustrates the proposed location of the community park. The exact location is subject to change as the development process evolves.

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

B. Sidewalks

Pedestrian sidewalks shall make a complete connection from each residential home to the nearest neighborhood park site(s). Minimum five foot (5') wide sidewalks shall be provided along both sides of local residential streets wherever lots are fronting. All sidewalks shall meet ADA standards.

The Developer shall provide amenities such as plantings, walking trails, benches, etc., (i) along the drainage and detention facilities when commercially reasonable to do so, and (ii) within any landscape reserves and open spaces that may be dedicated within the community.

C. Ownership and Maintenance of Parkland.

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

VI. BUILDING REGULATIONS

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

- A. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), and glass, and shall comprise at least twenty-five percent (25%) of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings).
- B. Secondary exterior finishes shall include wood, ceramic tiles, oriented strand board siding, wood fiber hardboard siding, and fiber cement siding.
- C. Use of architectural materials is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
- D. Except for masonry, no single exterior finish material shall cover more than eighty percent (80%) of the front of any single-family home.
- E. The following building materials shall NOT be used on the exterior finish:
 - 1. Vinyl siding, plastic, or fiberglass panels
 - 2. Smooth or untextured concrete surfaces
 - 3. Exterior Insulated Finish Systems (E.I.F.S.) (except moldings)
 - 4. Unfired or underfired clay, sand, or shale brick.
- F. The front exterior of each house built on a lot shall have a minimum of 50% brick, stucco, or similar masonry type materials on the exterior walls of the house.

VII. OTHER PROVISIONS

After full build-out within the Municipal Utility District (the "District") which includes or will include Developer's Property, it is understood and agreed that the District shall contract with the Waller County Sheriff's Department to provide supplemental police protection services to Developer's Property. The interlocal agreement for such services shall be in accordance with the form of agreement entered into with other developers or municipal utility districts in Waller County, Texas.

VIII. APPLICABILITY

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

Applicable Variances to the Waller County Subdivision and Development Regulations, effective March 15, 2021, and amended as noted therein December 6, 2023, are addressed in this Development Agreement. This does not preclude the granting of additional variances in the future. Any future amendments or changes to the Waller County Subdivision and Development Regulations will not apply to this PD.

IX. MINOR MODIFICATIONS

The following minor modifications of the Development Agreement are allowed:

- A. Modifications to internal street patterns are allowed.
- B. Modifications to the proposed land uses and location of proposed land uses set forth in this PD document text and in Exhibits B-2, B-3, and B-4 are permitted to address market conditions.
- C. Modifications to lot sizes are allowed provided that such lots shall adhere to the minimum lot frontage regulations and the maximum number of dwelling units set forth in this document.

X. EXHIBITS

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

- Exhibit B-1: Boundary Aerial Exhibit
- Exhibit B-2: Landscape and Open Space Plan
- Exhibit B-3: Street Classification Exhibit
- Exhibit B-4: Fence Exhibit
- Exhibit B-5: Local Road Cross Section
- Exhibit B-6: Kickapoo Road Cross Section
- Exhibit C: General Land Plan



an aerial exhibit for
WANDERERS GATE
±175.8 ACRES OF LAND
prepared for
CASTLEROCK COMMUNITIES



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



MTA-1-774B
MARCH 18, 2026

EXHIBIT
B-1

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

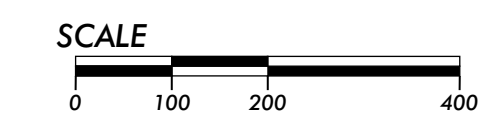
© 2026 META PLANNING + DESIGN, ALL RIGHTS RESERVED



a parks and trails exhibit for
WANDERERS GATE
±175.8 ACRES OF LAND
prepared for
CASTLEROCK COMMUNITIES



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



MTA-1-774B
JUNE 22, 2026

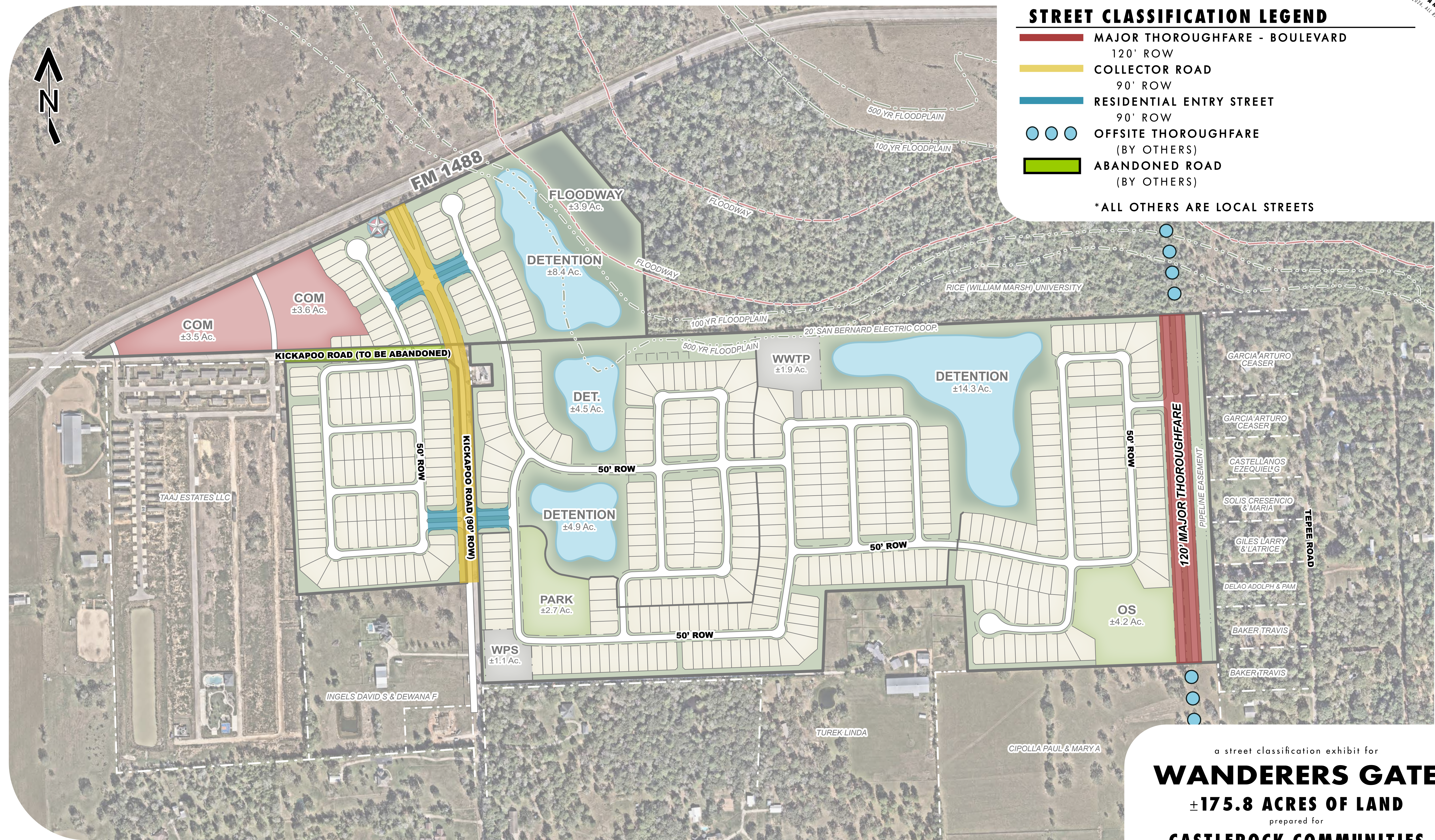
EXHIBIT **B-2**

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



STREET CLASSIFICATION LEGEND

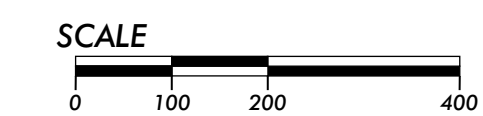
- MAJOR THOROUGHFARE - BOULEVARD
120' ROW
 - COLLECTOR ROAD
90' ROW
 - RESIDENTIAL ENTRY STREET
90' ROW
 - OFFSITE THOROUGHFARE
(BY OTHERS)
 - ABANDONED ROAD
(BY OTHERS)
- *ALL OTHERS ARE LOCAL STREETS



a street classification exhibit for
WANDERERS GATE
±175.8 ACRES OF LAND
prepared for
CASTLEROCK COMMUNITIES



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



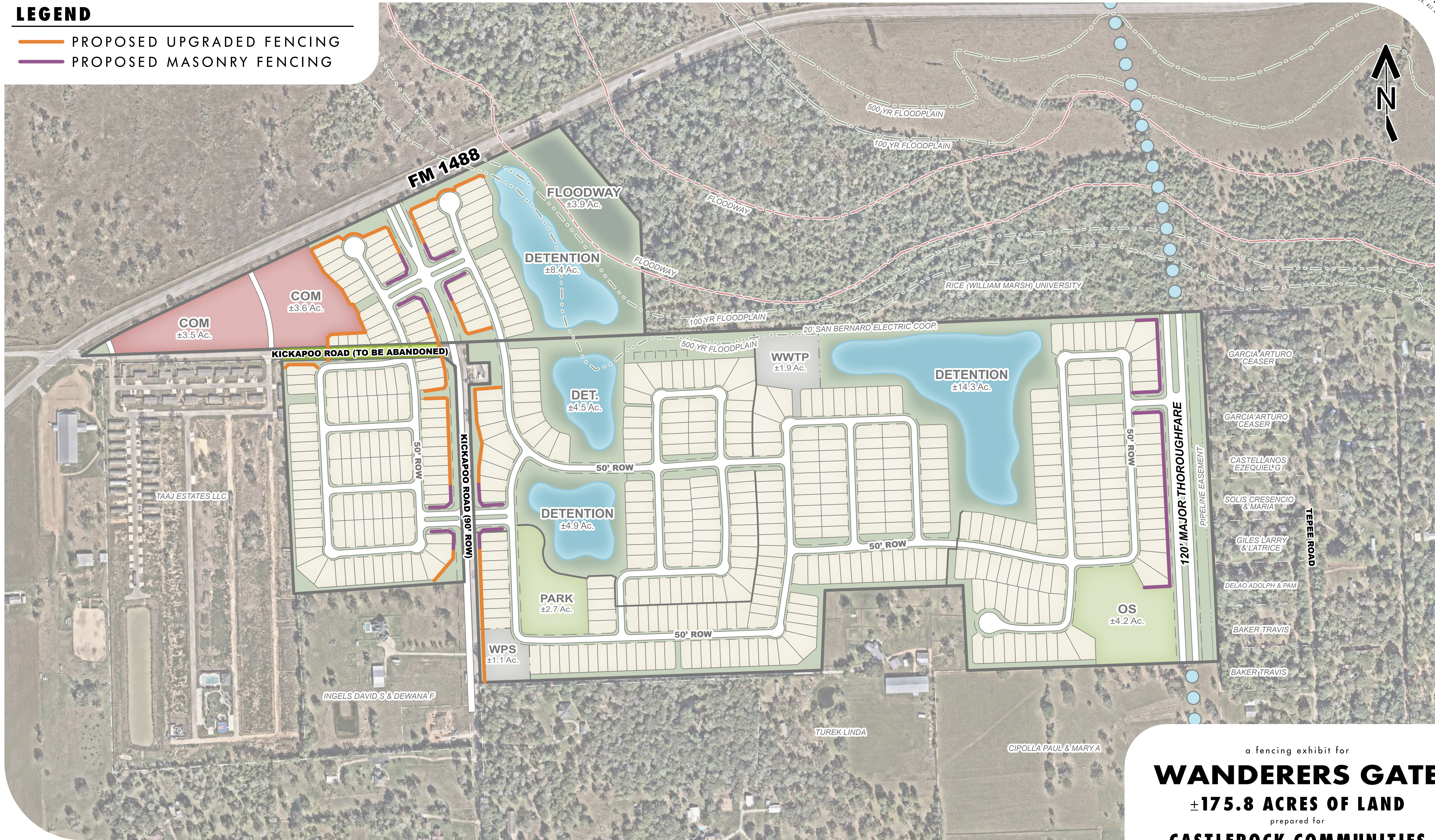
MTA-1-774B
JUNE 22, 2026

EXHIBIT
B-3

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

LEGEND

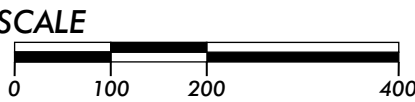
- PROPOSED UPGRADED FENCING
- PROPOSED MASONRY FENCING



a fencing exhibit for
WANDERERS GATE
±175.8 ACRES OF LAND
prepared for
CASTLEROCK COMMUNITIES



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



MTA-1-774B
JUNE 22, 2026

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

© 2026 META PLANNING + DESIGN, ALL RIGHTS RESERVED

EXHIBIT
B-4

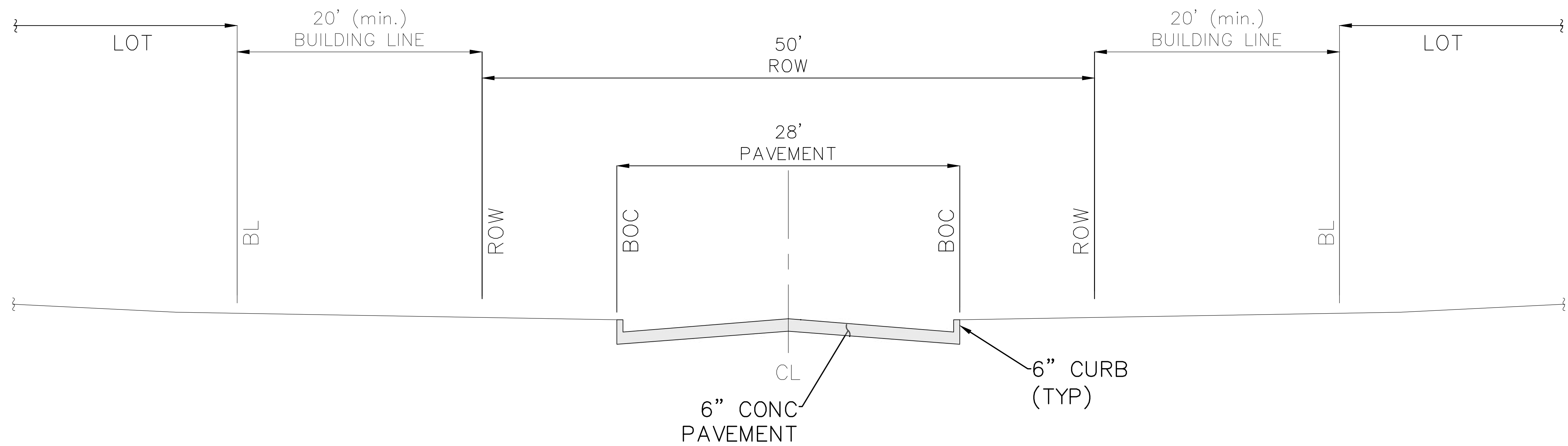


EXHIBIT TITLE:	EXHIBIT B-5: LOCAL STREET CROSS-SECTION (50' ROW)	 TEXAS REGISTERED ENGINEERING FIRM F-9756 4526 Research Forest, Suite 360 The Woodlands, Texas 77381 713.789.1900
LOCATION:	WANDERERS GATE — WALLER COUNTY, TX	
DATE ISSUED:	March 18, 2026	

Z:\008351 (Wanderers Gate)\000_Martin\500_CAD\540 Exhibits\2026.03.23 EXHIBIT Street Cross Sections for DA.dwg 3/23/2026 9:33 AM AGE

DRAWN BY: NAR

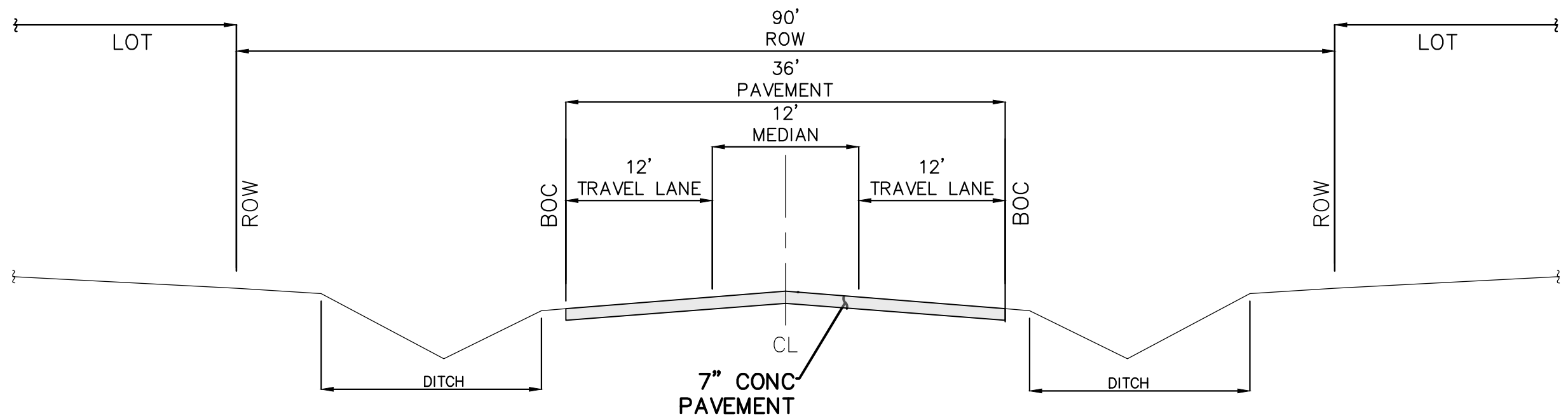
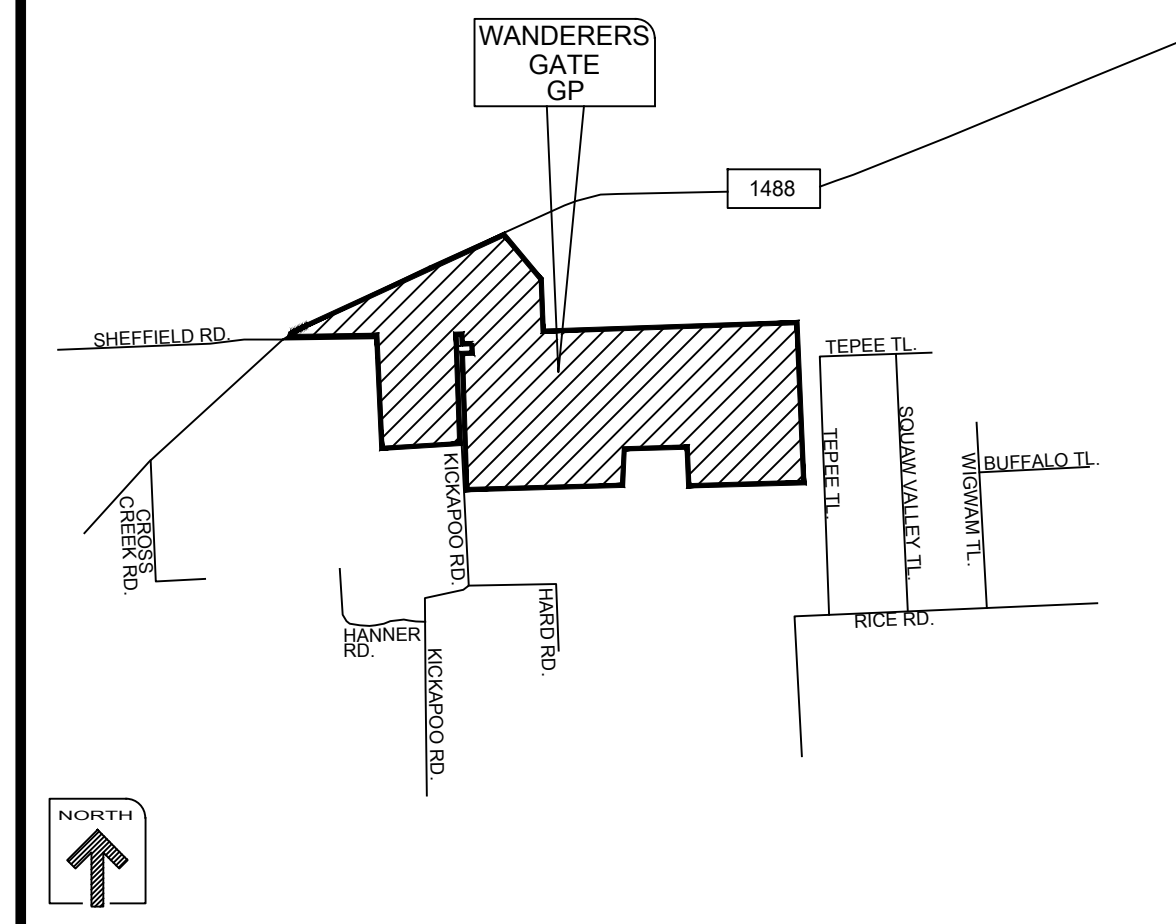


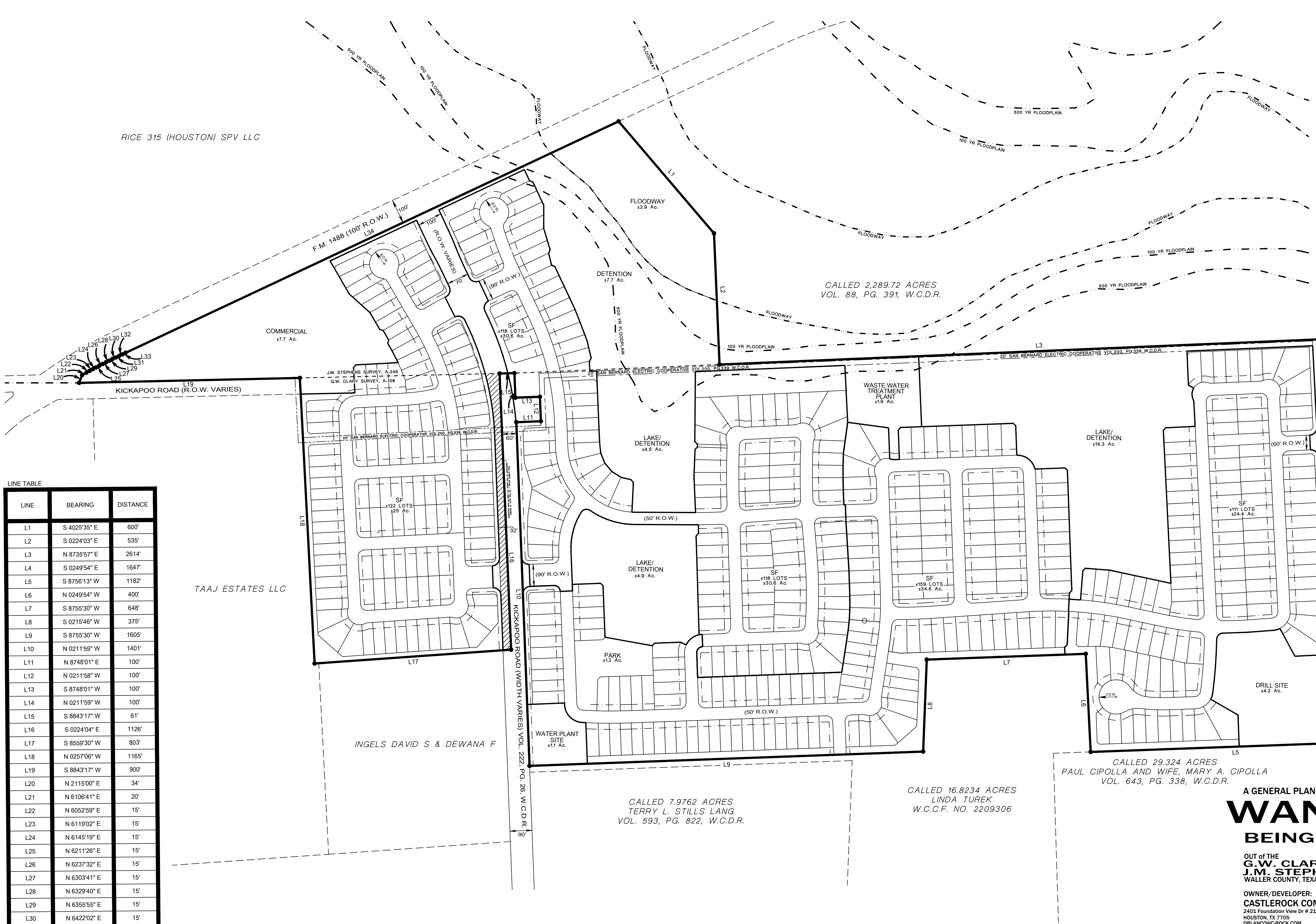
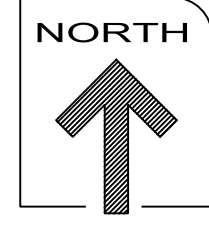
EXHIBIT TITLE:	EXHIBIT B-6: KICKAPOO ROAD CROSS-SECTION (90-FT ROW)	 TEXAS REGISTERED ENGINEERING FIRM F-9756 4526 Research Forest, Suite 360 The Woodlands, Texas 77381 713.789.1900
LOCATION:	WANDERERS GATE - WALLER COUNTY, TX	
DATE ISSUED:	March 23, 2026	

Exhibit C

General Land Plan



Vicinity Map (not to scale) KEYMAP: 209Y, 209Z, 243C, 243D



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 4025°35' E	600'
L2	S 0224°03' E	535'
L3	N 8735°57' E	2614'
L4	S 0249°54' E	1647'
L5	S 8756°13' W	1182'
L6	N 0249°54' W	400'
L7	S 8755°30' W	648'
L8	S 0215°46' W	375'
L9	S 8755°30' W	1605'
L10	N 0211°59' W	1401'
L11	N 8748°01' E	100'
L12	N 0211°58' W	100'
L13	S 8748°01' W	100'
L14	N 0211°59' W	100'
L15	S 8843°17' W	61'
L16	S 0224°04' E	1126'
L17	S 8559°30' W	803'
L18	N 0257°06' W	1165'
L19	S 8843°17' W	900'
L20	N 2115°00' E	34'
L21	N 6106°41' E	20'
L22	N 6052°59' E	15'
L23	N 6119°02' E	15'
L24	N 6145°19' E	15'
L25	N 6211°26' E	15'
L26	N 6237°32' E	15'
L27	N 6303°41' E	15'
L28	N 6329°40' E	15'
L29	N 6355°55' E	15'
L30	N 6422°02' E	15'
L31	N 6448°12' E	15'
L32	N 6514°22' E	15'
L33	N 6341°23' E	15'
L34	N 6451°26' E	2219'

DISCLAIMER AND LIMITED WARRANTY

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

GENERAL NOTE:

1) CURRENT STREET PATTERNS AND LOT CONFIGURATIONS ARE PRELIMINARY CHANGES NATURE AND ARE SUBJECT TO SLIGHT CHANGES AS EACH SECTION IS PLATTED AT THE PRELIMINARY LEVEL.

3.1) DETAILS FOR FUTURE PHASE UPDATES MAY BE UPDATED IN GENERAL PLAN PHASE UPDATE

4.1) PROPOSED VARIANCES

A. 250' RADIUS ON LOCAL STREET CENTER LINES

B. 50' WIDE RIGHT-OF-WAY FOR LOCAL STREETS

5) ALL RIGHTS-OF-WAY ARE FIFTY FEET (50') IN WIDTH UNLESS OTHERWISE NOTED.

POTENTIAL LOT COUNT				
LOT TYPE	PHASE I	REMAINING	TOTAL	PERCENTAGE
45s	+/-0 LOTS	+/-195 LOTS	+/-195 LOTS	38%
50s	+/-118 LOTS	+/-197 LOTS	+/-315 LOTS	62%
TOTAL	+/-118 LOTS	+/-392 LOTS	+/-510 LOTS	100%

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

CALLLED 29.324 ACRES
PAUL CIPOLLA AND WIFE, MARY A. CIPOLLA
VOL. 643, PG. 338, W.C.D.R.

CALLLED 16.8234 ACRES
LINDA TUREK
W.C.C.F. NO. 2209306

CALLLED 7.9762 ACRES
TERRY L. STILL'S LANG
VOL. 593, PG. 822, W.C.D.R.

A GENERAL PLAN OF WANDERERS GATE BEING ±177.5 ACRES OF LAND

OUT OF THE
G.W. CLARY SURVEY, A-108
J.M. STEPHENS SURVEY, A-249
WALLER COUNTY, TEXAS

OWNER/DEVELOPER:
CASTLEROCK COMMUNITIES
2401 Foundation View Dr # 215
HOUSTON, TX 77058
DUBLAND@C-ROCK.COM
(713) 800-7065

SURVEYOR:
WINDROSE
5353 WEST SAN HOUSTON PKWY N
HOUSTON, TX 77041
MATT.CARPENTER@WINDROSESERVICES.COM
(713) 458-2281

ENGINEER:
WGA ENGINEERS
4026 RESEARCH FOREST DRIVE, SUITE 360
THE WOODLANDS, TX 77381
AGE@WGAENGINEERS.COM
(281) 224-1721

SCALE: 1" = 200'

APRIL 27, 2026

PLANNER:
META
PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422
MTA-I-774B

Exhibit D

Approved Variances

1. On _____, the Waller County Commissioners Court approved the following variance for Castlerock Communities LLC, for the subdivision:

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

Approved Variance: 40-foot minimum lot width measured at the building line, is permitted for Single-Family Residential, at the percentages defined in the Agreement text.

2. On _____, the Waller County Commissioners Court approved the following variance for Castlerock Communities LLC, for the subdivision:

Variance from: Waller County Subdivision and Development Regulations, 3.4.15, requiring a 15-foot minimum side street building line.

Approved Variance: 10-foot minimum side street building line is permitted for Single Family Residential.

3. On _____, the Waller County Commissioners Court approved the following variance for Castlerock Communities LLC, for the subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, 4.3.4, requiring a cul-de-sac right-of-way radius of 70-feet.

Approved Variance: 60-foot cul-de-sac right-of-way radius is permitted.

4. On _____, the Waller County Commissioners Court approved the following variance for Castlerock Communities LLC, for the subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, 4.3.5, requiring a minimum 650-foot radius on local street centerlines.

Approved Variance: A minimum 300-foot radius is permitted

Exhibit E

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and CastleRock Communities LLC, a Delaware limited liability company, for the Wanderers Gate subdivision (“Agreement”). The Agreement, dated effective _____, 2026, is identified as Contract ID # _____ in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk’s Office.

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

Waller County

Carbett “Trey” J. Duhon III

County Judge

Date

STATE OF TEXAS §

§

COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 20____, by Carbett “Trey” J. Duhon, III, Waller County Judge, on behalf of Waller County, a political subdivision of the State of Texas.

Notary Public, State of Texas

CASTLEROCK COMMUNITIES LLC,
a Delaware limited liability company

By: _____
Kirk Breitenwischer,
Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____,
2026 by Kirk Breitenwischer, Executive Vice President of CastleRock Communities LLC, a
Delaware limited liability company.

Notary Public, State of Texas