

## **DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** with attached exhibits (the “Agreement”) is entered into on \_\_\_\_\_, 2025 (the “Effective Date”), by and between **GRBK EDGEWOOD LLC**, a Texas limited liability company, or its successors or assigns (“Developer”), and **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas (the “County”), the foregoing being sometimes referred to collectively as the “Parties” and individually as a “Party.”

### **RECITALS**

**WHEREAS**, Developer owns or is in the process of acquiring approximately 145.7 acres of real property more particularly described in Exhibit A attached to this Agreement, all of which is located in the County (the “Property”); and

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

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

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

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

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

1. **Integration of Recitals**. The foregoing recitals are accurate, true and correct and constitute matters agreed to herein.

2. **Cohesive Development**. The Parties desire to coordinate development of certain aspects of the Property, including but not limited to, the square footage, exterior materials, elevations, and other aspects of the Project described in the Plan of Development. Developer hereby agrees to develop the Project substantially in accordance with the Plan of Development. The County agrees that by execution of this Agreement, it will consider the provisions of Exhibit B as a part of the County’s subdivision regulations for purposes of the consideration, approval, and disapproval of all plats, permits, and other regulatory approvals required for the Project and that the Project shall be governed by the regulations contained in Exhibit B. The County further acknowledges and agrees that future amendments to the County’s subdivision regulations shall not apply to the Project to the extent they conflict with the provisions of the Plan of Development contained in Exhibit B.

3. **Variances**. The County has granted the variances attached and included in the Plan of Development that include, but are not limited to, requests to vary from the literal requirements of the subdivision regulations of the County with regard to block length, right-of-way width, cul-de-sac size, and

lot size and width. The County has the authority to enter into this Agreement and to contract for the granting of the variances attached to this Agreement as well as the granting of future variances.

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

5. **Applicable Law.** The Parties obligations as set forth herein are subject to compliance with applicable laws, codes, rules and regulations (collectively, "Applicable Laws"). In the event such Applicable Laws prevent performance of any obligations as set forth herein, the non-performing party shall not be in default of the terms of this Agreement.

6. **Notices.** All such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, if deposited prior to such carrier's deadline for overnight deliveries, otherwise two (2) business days after deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon electronic confirmation of receipt of such notice (or if such electronic confirmation of receipt occurs other than on a business day, or other than during normal business hours, then on the next business day after such electronic confirmation of receipt occurs), (d) sent by e-mail as a PDF, in which case notice shall be deemed delivered upon transmission (or if such transmission occurs other than on a business day, or other than during normal business hours, then on the next business day after such transmission occurs), or (e) sent by personal delivery, in which case notice shall be effective upon delivery or refusal to accept delivery. As used in this Agreement, "business day" refers to a day other than a Saturday, Sunday or legal holiday in Houston, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Houston, Texas time on a business day. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notwithstanding the foregoing, any notice of or relating to a default or claim of default by a party pursuant to this Agreement must be sent in accordance with the method provided in clause (a), (b), (c) or (e) in order to be effective. For purposes of notice, the addresses of the Parties shall be as follows:

Developer: GRBK Edgewood LLC  
5501 Headquarters Drive, Suite 300W  
Plano, Texas 75024  
Attention: Kennon Masters  
Email: [kmasters@greenbrickpartners.com](mailto:kmasters@greenbrickpartners.com)

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

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

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

with a copy to:

Waller County, Texas  
645 12<sup>th</sup> Street  
Hempstead, Texas 77445  
Attn: Uriel Tuck  
Email: [u.tuck@wallercounty.us](mailto:u.tuck@wallercounty.us)

7. **Assignment.** The Parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of the Project by Developer or its Affiliate entities in accordance with the terms of this Agreement. 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 or its Affiliate entities, as long as construction complies with the terms of this Agreement. Assignment of rights under this Agreement to a developer other than Developer or its Affiliate entities for the grading and laying out of lots and commercial structures shall require the written agreement of County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and approved successors and assigns. For the purposes of this Agreement, the term "Affiliate" means (a) Developer's wholly owned subsidiary, Trophy Signature Homes, (b) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (c) 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

8. **Duration, Amendment and Termination.** This Agreement may be terminated by unanimous written consent of the Parties, or their approved successors or assigns. The County may also terminate this Agreement upon failure of Developer to commence construction within five (5) years of the Effective Date provided that the County provides written notice to Developer and Developer fails to cure within ninety (90) days of receipt of the notice. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect. The obligations, covenants and restrictions herein created are intended to run with the land and bind Developer and any successive owner(s) of the Property, or any portion thereof, for the entire term of this Agreement. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas. To amend, supplement or terminate this Agreement, the written consent of the Parties must first be obtained. This Agreement may not be amended, supplemented or terminated except as provided herein.

9. **Invalidity, Waiver, Enforcement, and Default.**

- a. If any portion of this Agreement is held invalid or inoperative under applicable law, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and severable therefrom, and effect shall be given to the intent manifested by the portion held invalid or inoperative and such portion shall be deemed reformed in accordance with such manifest intent so as to be enforceable to the fullest extent permitted by applicable law.
- b. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision. To the extent allowed by law, the County consents to the enforcement of this Agreement and waives any right of immunity, sovereign, governmental or otherwise, that the County may have with respect to actions or proceedings brought against it by Developer, to enforce any award or decision rendered against it with respect to any alleged failure or default by the County.

- c. If either party is in default with respect to any obligation set forth in this Agreement, and, absent Force Majeure or a written extension of the cure period signed by both Parties, if such default is not cured by the defaulting party within thirty (30) days following notice from the non-defaulting party, then the non-defaulting party may bring an action against the defaulting party for specific performance or to recover any damages allowable by law, including for lost profits, consequential damages, and any other monetary damages by the non-defaulting party.
- d. In the event any default, dispute, controversy or claim between or among the Parties arises under this Agreement, including, but not limited to, a dispute relating to the effectiveness, validity, interpretation, implementation, cancellation or enforcement of this Agreement, including as to the existence of Force Majeure, the willingness of the Parties to perform its obligations under this Agreement, the legal authority or ability of the Parties to be bound by this Agreement, the Parties agree that any such disputes may be submitted to arbitration, in which case, the Parties agree to be bound by the final arbitral decision, including the award of any money damages awarded through arbitration.
- e. The term "Force Majeure" shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the Parties that impact a party's inability to perform in a timely manner with the provisions of this Agreement. While a force majeure event may delay or postpone a party's obligations during the continuance of an inability to perform, a force majeure event will not waive or alter the substance of a party's obligations under this Agreement. The party claiming force majeure shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

10. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective representatives and approved successors and assigns.

11. **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas, excluding such state's conflict of laws principles.

12. **Attorneys' Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

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

14. **Development Rights.** Upon the mutual execution of this Agreement, the County and Developer agree that the Development Rights of the County and Developer as set forth in this Agreement shall be deemed to have vested, as provided by the Texas Local Government Code, Chapter 245, as amended, or under any other existing or future common or statutory rights as of the Effective Date. "Development Rights" shall mean the covenants, agreements, and privileges regarding the development of the Property between the County and Developer set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property.

15. **Uniform Treatment.** Notwithstanding any provision herein to the contrary, neither Developer nor a municipal utility district encompassing the Property shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district, municipal utility district or developer developing land within the County's unincorporated jurisdiction.

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

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

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

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

20. **Lone Star Infrastructure Protection Act Verification.** Pursuant to Chapter 2275, Texas Government Code, as amended, and to the extent this Agreement grants to Developer direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Developer verifies that neither Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

21. **Texas Ethics Commission Form 1295 Filing.** Both Parties agree prior to full execution and approval of this Agreement, Developer will submit, and the County will approve and acknowledge, a Texas Ethics Commission Form 1295 filing.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, and in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Signature pages immediately follow]

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

**GRBK EDGEWOOD LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of GRBK Edgewood LLC, a Texas limited liability company, on behalf of said entity.

(SEAL)

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Notary Public in and for  
the State of Texas

## **WALLER COUNTY, TEXAS**

a political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF WALLER §

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

(SEAL)

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Notary Public in and for  
the State of Texas

**Exhibit A**

Real Property Description



# **WINDROSE**

LAND SURVEYING | PLATTING

## **DESCRIPTION OF 145.7 ACRES OR 6,347,226 SQ. FT.**

A TRACT OR PARCEL CONTAINING 145.7 ACRES OR 6,347,226 SQUARE FEET OF LAND SITUATED IN THE N. MIXON SURVEY, ABSTRACT NO. 225 AND C.D. MIXON SURVEY, ABSTRACT NO. 226, WALLER COUNTY, TEXAS, BEING ALL OF A CALLED 50 ACRE TRACT (TRACT NO. 1) AND A CALLED 95.194 ACRE TRACT (TRACT 5) DESCRIBED IN DEED TO STACIANNE MORGAN WILSON AND KATHERINE ELIZABETH WILSON AND CHARLES DANIEL WILSON, AS RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 031383 (VOL. 767, PG. 686) WITH SAID 145.7 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 1 INCH IRON PIPE FOUND ON THE SOUTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF FM 362 (CALLED 100 FEET WIDE) FOR THE NORTH CORNER OF A CALLED 15.000 ACRE TRACT DESCRIBED IN DEED TO PV READY MIX LP, AS RECORDED UNDER W.C.C.F. NO. 1901878 AND THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 78 DEG. 31 MIN. 35 SEC. WEST, WITH THE NORTH LINE OF SAID CALLED 15.000 ACRE TRACT, PASSING AT A DISTANCE OF 1,388.47 FEET A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND FOR THE WEST CORNER OF SAID CALLED 15.000 ACRE TRACT AND THE NORTH CORNER OF A CALLED 62.5970 ACRE TRACT DESCRIBED IN DEED TO PABLO G. RAMIREZ, AS RECORDED UNDER W.C.C.F. NO. 401295 AND CONTINUING WITH THE NORTH LINE OF SAID CALLED 62.5970 ACRE TRACT AND A CALLED 50 ACRE TRACT DESCRIBED IN DEED TO PABLO RAMIREZ, AS RECORDED UNDER W.C.C.F. NO. 505445 A TOTAL DISTANCE OF 3,777.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A CALLED 92.2 ACRE TRACT, DESCRIBED IN DEED TO LOUIS W. WILPITZ, ROBERT KENNETH WILPITZ, AND BEVERLY ANN MCLAUGHLIN AND TRUSTEES, AS RECORDED UNDER VOL. 341, PG. 244, VOL. 314, PG. 514, & VOL. 131, PG. 540, W.C.D.R., FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 58 DEG. 12 MIN. 35 SEC. WEST, WITH THE NORTH LINE OF SAID CALLED 92.2 ACRE TRACT, PASSING AT A DISTANCE OF 165.37 FEET A RAILROAD TIE FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 175.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST LINE OF A CALLED 90.00 ACRE TRACT (SIX 15 ACRE TRACTS) AS RECORDED UNDER VOL. 53, PG. 292, WALLER COUNTY DEED RECORDS (W.C.D.R.) AND FURTHER CALLED TRACT 6, TRACT 7, AND TRACT 8, DESCRIBED IN CURRENT DEEDS TO SUSAN H. STEWART (1/3 INTEREST), AS RECORDED UNDER W.C.C.F. NO. 2004647, ANNE H. BARRETT (1/3 INTEREST), AS RECORDED UNDER W.C.C.F. NO. 2004646, AND CINDY H. O'BRIEN (1/3 INTEREST), AS RECORDED UNDER W.C.C.F. NO. 2004648 FOR A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 32 DEG. 36 MIN. 31 SEC. EAST, WITH THE SOUTHEAST LINE OF SAID CALLED 90 ACRE TRACT, A DISTANCE OF 742.61 FEET TO A 1 INCH PIPE FOUND (BENT) FOR THE EAST CORNER OF SAID CALLED 90 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 57 DEG. 23 MIN. 29 SEC. WEST, WITH THE NORTHEAST LINE OF SAID CALLED 90 ACRE TRACT, A DISTANCE OF 1,155.56 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHEAST R.O.W. LINE OF MCGREGOR ROAD FOR THE NORTH CORNER OF SAID CALLED 90 ACRE TRACT AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH AN AUTO LEAF SPRING FOUND BEARS NORTH 29 DEG. 53 MIN. EAST, A DISTANCE OF 49.6 FEET;

**THENCE**, NORTH 32 DEG. 36 MIN. 31 SEC. EAST, WITH THE SOUTHEAST R.O.W. LINE OF SAID MCGREGOR ROAD, A DISTANCE OF 1,936.08 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON A SOUTH LINE OF A CALLED 1,401.3771 ACRE TRACT DESCRIBED IN DEED TO JAMES DESMOND WOODS, JR. AND WIFE, PATRICIA LYNN POLLARD WOODS, AS RECORDED UNDER W.C.C.F. NO. 1606813 FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 57 DEG. 13 MIN. 03 SEC. EAST, WITH A SOUTH LINE OF SAID 1,401.3771 ACRE TRACT, A DISTANCE OF 3,130.70 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTH R.O.W. LINE OF SAID FM 362 FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

**THENCE**, WITH SAID CURVE TO THE LEFT AND THE SOUTH R.O.W. LINE OF SAID FM 362, HAVING A RADIUS OF 766.20 FEET, A CENTRAL ANGLE OF 17 DEG. 45 MIN. 29 SEC., AN ARC LENGTH OF 237.47 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 48 DEG. 23 MIN. 36 SEC. EAST, A DISTANCE OF 236.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

**THENCE**, SOUTH 57 DEG. 16 MIN. 20 SEC. EAST, CONTINUING WITH THE SOUTH R.O.W. LINE OF SAID FM 362, A DISTANCE OF 680.12 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 145.7 ACRES OR 6,347,226 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60446-ALTA, PREPARED BY WINDROSE LAND SERVICES.

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



05-15-2025  
DATE:

**Exhibit B**

Plan of Development

**EXHIBIT B**  
**PLAN OF DEVELOPMENT**  
**MCGREGOR LANE DEVELOPMENT – GRBK EDGEWOOD LLC**

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*McGregor Lane Development Plan of Development*

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## LIST OF EXHIBITS

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Exhibit A	Real Property Description
Exhibit B	Plan of Development
Exhibit C	Boundary Exhibit
Exhibit D	Vicinity Exhibit
Exhibit E	Jurisdiction Exhibit
Exhibit F	General Plan
Exhibit G	Colorized Land Plan
Exhibit H	Roadway Improvement Plan
Exhibit J	Local Road Cross-Section
Exhibit K	McGregor Lane Cross-Section
Exhibit L	Traffic Impact Analysis Executive Summary

## **1. INTRODUCTION**

The proposed development is a master planned community consisting of approximately 145.7-acres located west of FM 362, north of Clapp Road, and southeast of McGregor Lane, as shown in Exhibit C, Project Boundary.

The developer, GRBK Edgewood LLC, or its Affiliate (referred to as the "Developer"), desires to construct a visually appealing community with interconnected trails, a premium recreation center, and perimeter lakes. This development will include a range of housing types and prices with multiple options of lot sizes to attract a range of residents.

This Plan of Development (referred to as the "PD"), its description, rules, and regulations shall apply to the property. The plan for the development and the projected lot count is shown in Exhibit G, Colorized Land Plan.

## **2. GENERAL PROVISIONS**

- 2.1. The PD approved herein will be constructed, developed, and maintained in compliance with the Development Agreement to which this PD is attached, and other applicable ordinances of Waller County ("County"). If any provision or regulation of any County ordinance applicable in the McGregor Lane Development PD is not contained in this PD, all the regulations contained in the County's ordinance applicable to the McGregor Lane Development PD, in effect on the effective date of this PD, will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this PD.
- 2.2. If there are discrepancies between the text of this PD and the figures attached, the text shall prevail.
- 2.3. The Project shall be developed in accordance with the exhibits that are attached to and made part of this PD.
- 2.4. A homeowners association (HOA) shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a municipal utility district (MUD) shall be maintained by said MUD.
- 2.5. The Developer may not add property to the Development Agreement and PD without additional County Commissioners Court approval. In the event of an annexation, all PD constraints on land uses, such as lot size percentages, will be increased proportionally to accommodate the additional annexation of property(s) into the Development and PD.
- 2.6. The Developer shall construct the improvements of McGregor Lane to the extent that allows two points of connection to the Development as shown in Exhibit H: Roadway Improvement Plan.
- 2.7. The Developer agrees to responsibility for funding their portion of future improvements of McGregor Lane, as shown in Exhibit H as "Future Improvements", set by the County in the amount of \$250 per linear foot of ROW frontage. The Developer or MUD shall post funds at the time of recordation of the final plat of Section 3 of the Development.

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

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

- 1) Modifications to lot size limits result in noncompliance with the agreed upon lot size mix thresholds (minimum 20% 50-foot lots, maximum 30% 40-foot lots, remainder 45-foot lots).
- 2) Deviations from the Development Regulations specified in Section 4 that are intended to achieve a different design character. However, this does not preclude any individual variances with a physical hardship that may be approved by the Commissioners Court on a case-by-case basis.

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

### **3. LAND USES**

- 3.1. "Build-to-Rent" is strictly prohibited throughout the entirety of the development.
- 3.2. Apartment style residents are strictly prohibited throughout the entirety of the development.
- 3.3. Commercial and non-residential uses are regulated by applicable County ordinances and design guidelines imposed by the Developer. The Developer has limited the Development plan to one tract dedicated to commercial or non-single family usage, as shown on Exhibit G: Colorized Land Plan.

#### **4. DEVELOPMENT REGULATIONS**

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

- a) FM 362
  - 1) Developer shall reserve a 180'-wide area with the plat of the first section of the development as shown in Exhibit F for future ROW. The land shall not be developed for any other use without written receipt from TxDOT that they won't need it for the future alignment.
  - 2) Developer shall not be required to construct any part of the FM 362 roadway on behalf of TxDOT except for traffic mitigation identified in the Waller County approved Traffic Impact Analysis and connections at-grade to the Commercial Area located to the east of the dedicated ROW,
  - 3) Water, wastewater, storm sewer, drainage ditches, dry utilities (gas, power, telecom, etc) will be allowed to cross the platted reserve area where necessary to serve the development.
- b) McGregor Lane
  - 1) McGregor Lane will be improved to a minimum of half of the Waller County requested cross-section shown in Exhibit K from FM 362 to the westernmost point of access, then transition to existing condition as shown in Exhibit H: Roadway Improvement Plan.
  - 2) The Developer will be responsible for design of the full roadway cross-section shown in Exhibit K from FM 362 to the westernmost point of connection as shown in Exhibit H.
  - 3) Engineering plans for the McGregor Lane Improvements project from FM 362 to the western connection of the development will be submitted to Waller County review and follow the standard subdivision road acceptance process.
  - 4) The Developer will fund the engineering design of McGregor Lane to the full cross-section shown in Exhibit K from the termination of the first phase of McGregor Lane Improvements described in Section 4.1.b.2 to the furthest most point of frontage of the Development's Boundary, shown as "Future Improvements" in Exhibit H. Waller County agrees to waive all associated review and permitting fees for the engineering plan set that includes this scope of work. The Developer will submit the referenced plans to Waller County in advance of the recordation of the final plat of Section 3 of the development.
  - 5) Waller County is responsible for right-of-way acquisition for all areas necessary to construct the McGregor Lane Improvements not already dedicated by the Developer based on this Development Agreement.
- c) Collector Roads
  - 1) 80' minimum ROW width.
  - 2) 10' minimum landscape reserve adjacent to ROW. Landscape reserve areas may be encumbered by utility easement.
  - 3) 500' minimum centerline radius.
  - 4) Paving width shall be 36' B-B minimum.
  - 5) A divided collector shall be 21' B-B both ways with a 12' wide median.

- 6) All collector streets within the project boundary shall be considered self-imposed collector streets as the Project is not subject to any collector streets on the on the County's Major Thoroughfare Plan at the time of approval and execution of this PD.
- d) Local Streets
  - 1) 50' minimum ROW width.
  - 2) 28' paving width.
  - 3) 125' minimum centerline radius.
  - 4) 60' ROW radius on cul-de-sac bulbs
  - 5) 50' radius on cul-de-sac bulbs.
  - 6) Center point of bulb on cul-de-sac or knuckle may be offset from right-of-way centerline.
- e) Private Streets (if applicable) – Shall be designed as a local street and adhere to Item D above.
- f) Except as specifically stated herein, roadway construction details for concrete thickness, reinforcement, and subgrade shall comply with County regulations and requirements at the time of execution of this DA and PD.

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

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

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

- a) Lots
  - 1) Minimum lot size is forty feet (40') wide.
  - 2) Lots less than fifty feet (50') in width shall not exceed 80% of the total lot count.
  - 3) Lot width measurement shall be taken at the building line. The measurement of the building line shall be based off a tangential width of radial shaped lots, not based on arc length.
  - 4) Lots less than five thousand (5,000 s.f.) square feet shall be subject to a \$3.33 per square foot under 5,000 fee. Fees shall be due to Waller County upon submission and approval of the final plat.
  - 5) Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the ROW.
  - 6) Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 10 feet exterior side yard for corner lots.

b) Screening Walls

Where residential lots are platted adjacent to major roadways a minimum of six feet (6') tall masonry wall shall be built along the back or side lot adjacent to major thoroughfares. At the Developer's opinion six feet (6') tall masonry or enhanced cedar will be installed along the frontage of collector roads bounding the development.

c) Street Plan and Cross Sections

1) Street cross sections are listed below.

- Exhibit J: Local Residential Street Cross-Section
- Exhibit K: McGregor Lane Cross-Section

2) Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.

d) Other Provisions

After 95% of planned residential units are occupied (not platted lots) within the Development, it is understood that the MUD shall contract with the Waller County Sheriff's Department to provide supplemental police protection services to the Developer's Property. The interlocal agreement for such services shall be identical to the form of agreement entered into with other municipal utility districts in Waller County, Texas.

e) Applicability

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

## **5. BUILDING & LANDSCAPING REGULATIONS**

### **5.1. Architectural Standards**

- Single-family homes shall include, at a minimum, a brick and/or stone wainscot on the front façade. Full "siding" construction is prohibited in the Development.
- Air conditioning units shall be screened from public view from the right-of-way fronting the lot.
- Continuous rain gutter systems shall be installed along the full perimeter roofline of each residential dwelling constructed within the development.

### **5.2. Landscaping Requirements**

- All lots shall have a minimum of one (1) tree, planted in the ROW or front yard setback. The trees must be a minimum of three (3) inches in caliper width measured from the base of the trunk to 6" above soil level.
- All homes will have 100% yard irrigation installed.

### **5.3. Garage and Parking Requirements**

- All homes must include at minimum of a two-car garage with a full-width driveway extending from the public right-of-way to the garage door.
- Each home must provide at minimum parking for four (4) vehicles.

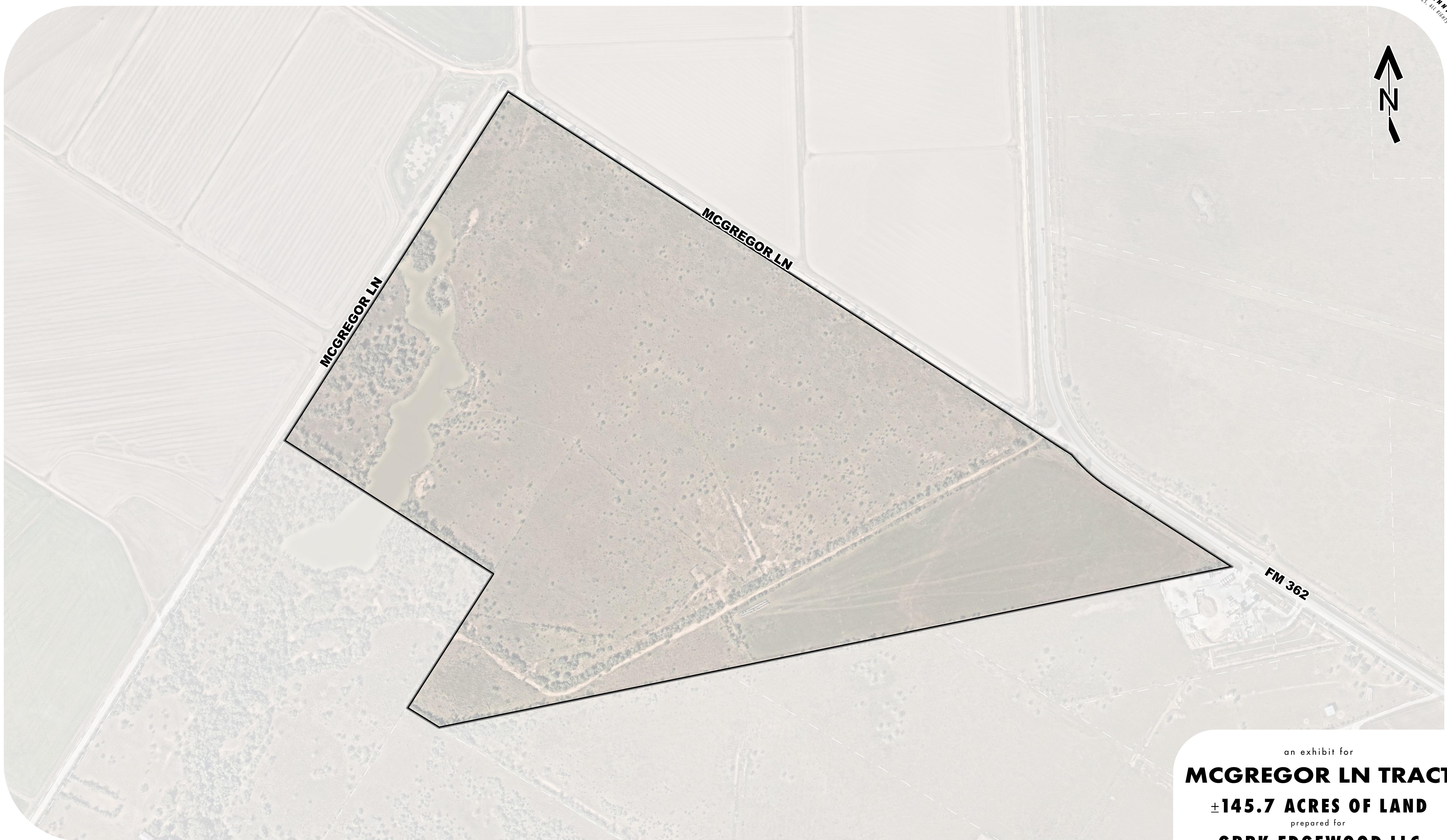
## **6. RECREATION AND WALKING TRAILS**

### **6.1. Community Amenity Center**

- a) The Developer will construct a centrally located amenity center that will include a shaded pavilion or open air-structure, a swimming pool, and a children's playground.

### **6.2. Walking Paths/Trails**

- a) The Developer will install walking paths along drainage/conveyance facilities and throughout the development to create a interconnected system allowing more easier access to recreational facilities.
- b) The graphical representation of the walking paths and trails shown in Exhibit G is conceptual in nature and is subject to final design.



## EXHIBIT C BOUNDARY EXHIBIT

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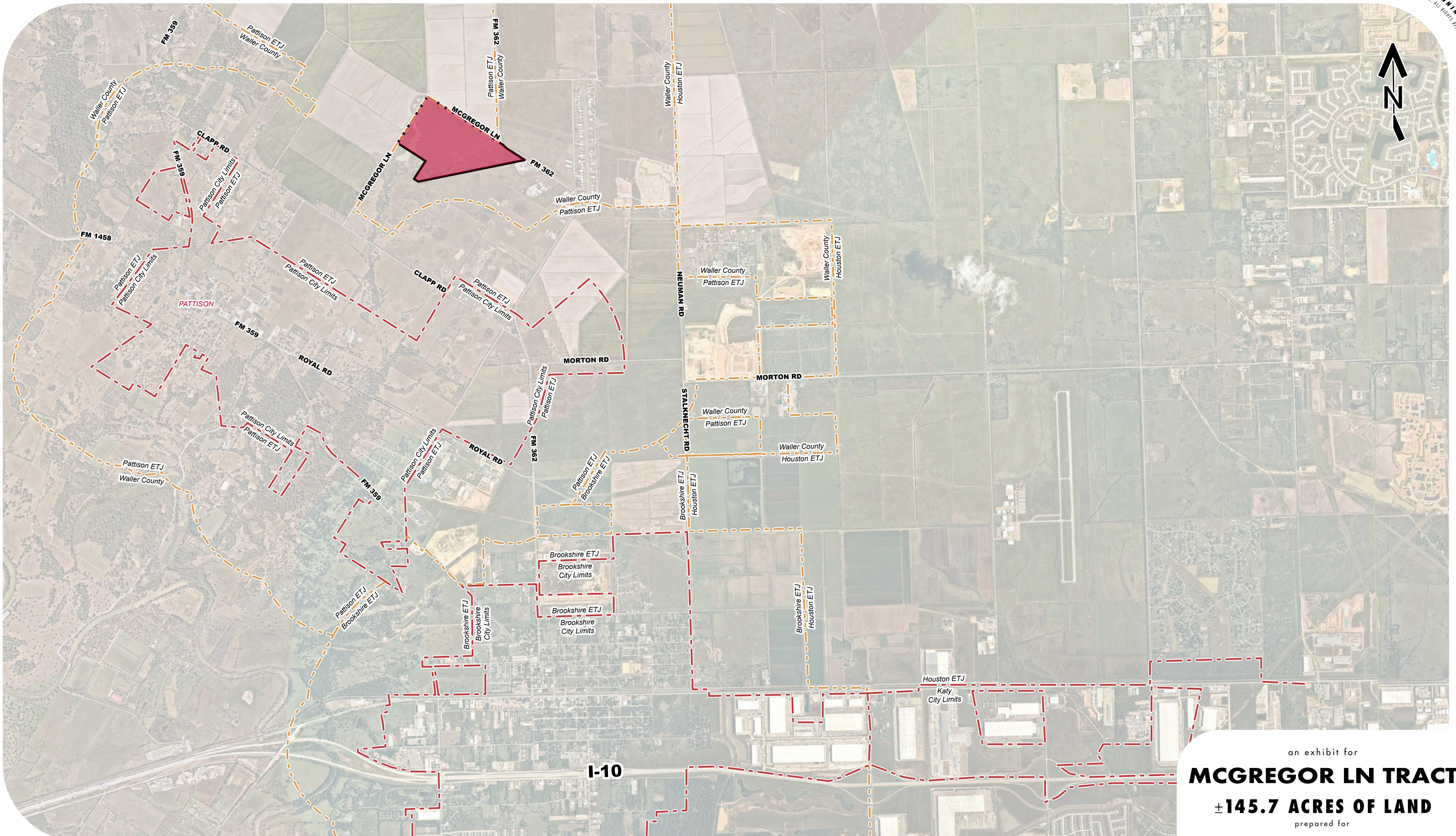
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Katy, Texas 77494  
Tel: 281-810-1422

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SEPTEMBER 26, 2025

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## EXHIBIT D VICINITY EXHIBIT

an exhibit for

**MCGREGOR LN TRACT**  
**±145.7 ACRES OF LAND**  
 prepared for  
**GRBK EDGEWOOD LLC**

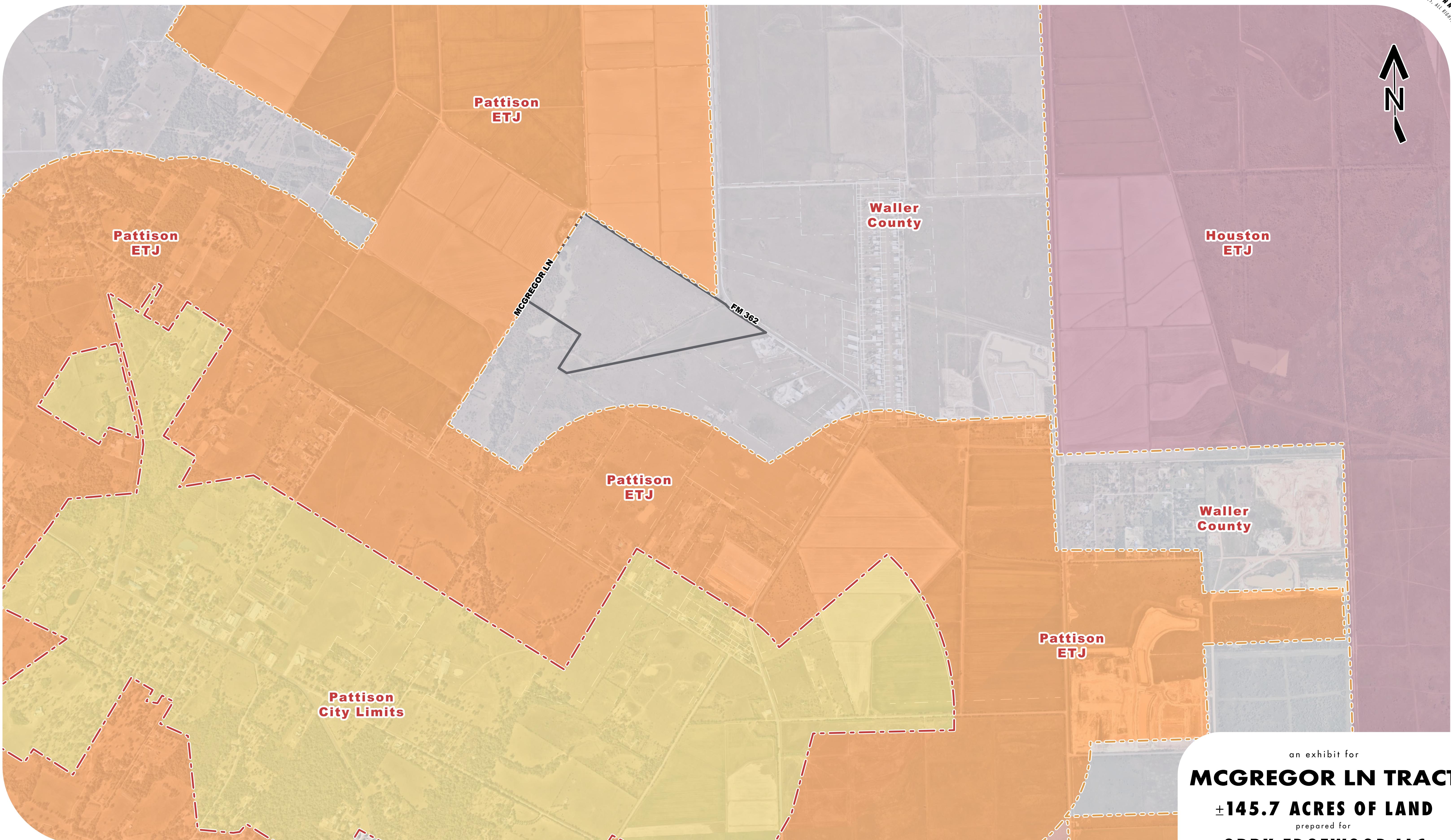
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\*ALL LOTS ARE MINIMUM 5,000 SQUARE FEET

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## EXHIBIT E JURISDICTION EXHIBIT

an exhibit for  
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**±145.7 ACRES OF LAND**  
prepared for  
**GRBK EDGEWOOD LLC**

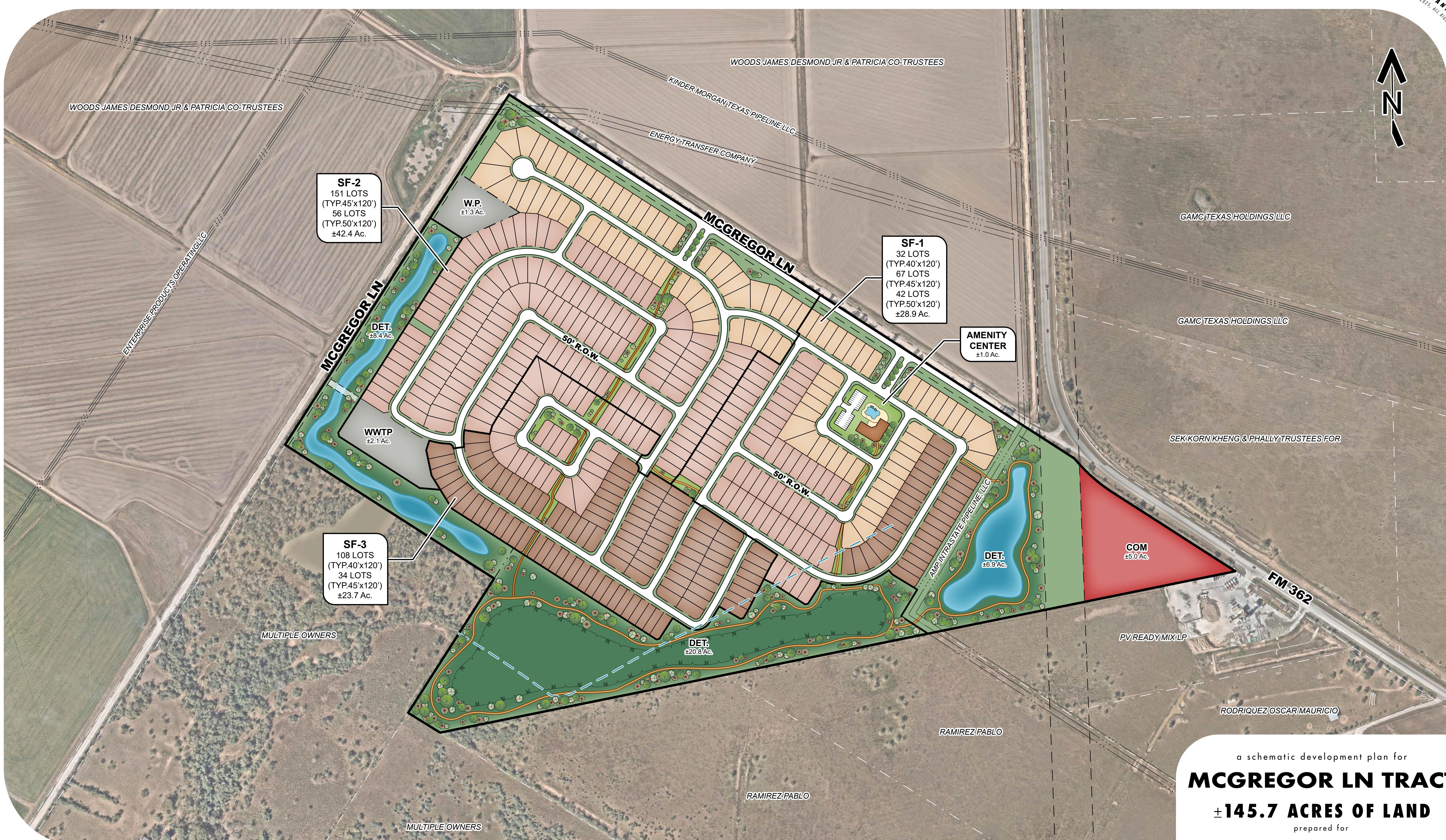
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# **EXHIBIT G: COLORIZED LAND PLAN**

**\*ALL LOTS ARE MINIMUM 5,000 SQUARE FEET**

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## LOT SUMMARY

	40' x 120'	140 LOTS	29 %
	45' x 120'	252 LOTS	51 %
	50' x 120'	98 LOTS	20 %

**TOTAL 490 LOTS**

a schematic development plan for

# MCGREGOR LN TRACT

**±145.7 ACRES OF LAND**

prepared for

# GRBK EDGEWOOD LLC

# META PLANNING + DESIGN

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

REF. 281 310 1422

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## LEGEND

- FUTURE IMPROVEMENTS
- COLLECTOR STREETS  
(BY DEVELOPER)



## EXHIBIT H ROADWAY IMPROVEMENT PLAN

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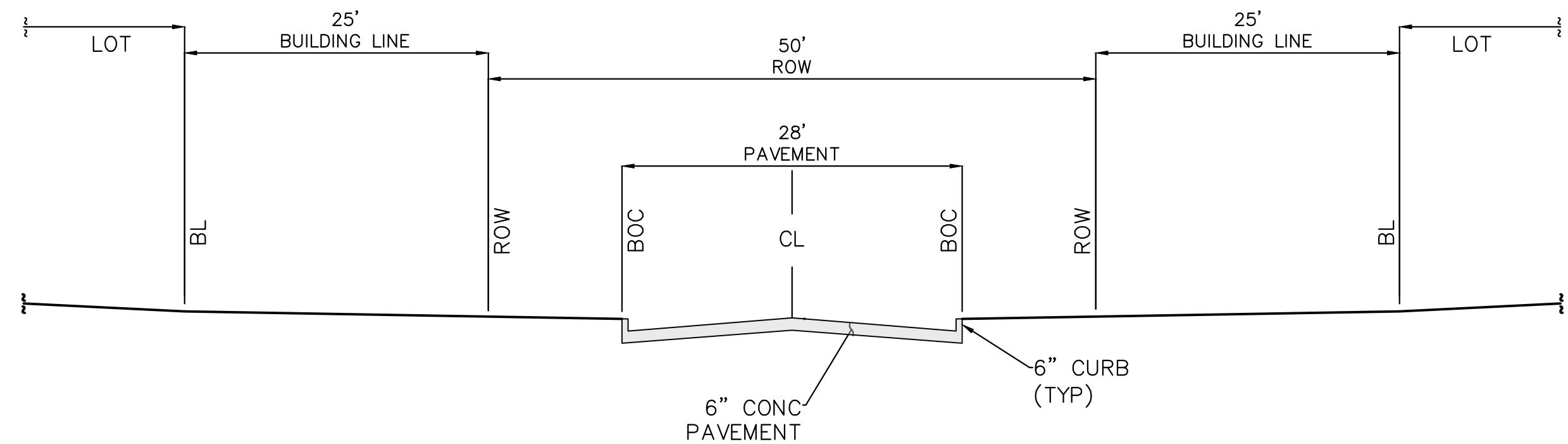


EXHIBIT TITLE:

## EXHIBIT J: LOCAL STREET CROSS-SECTION (50' ROW)

LOCATION:

MCGREGOR LANE DEVELOPMENT – WALLER COUNTY, TX

DATE ISSUED:

October 3, 2025

**WGA**TEXAS REGISTERED ENGINEERING FIRM F-9756  
4526 Research Forest, Suite 360  
The Woodlands, Texas 77381  
713.789.1900

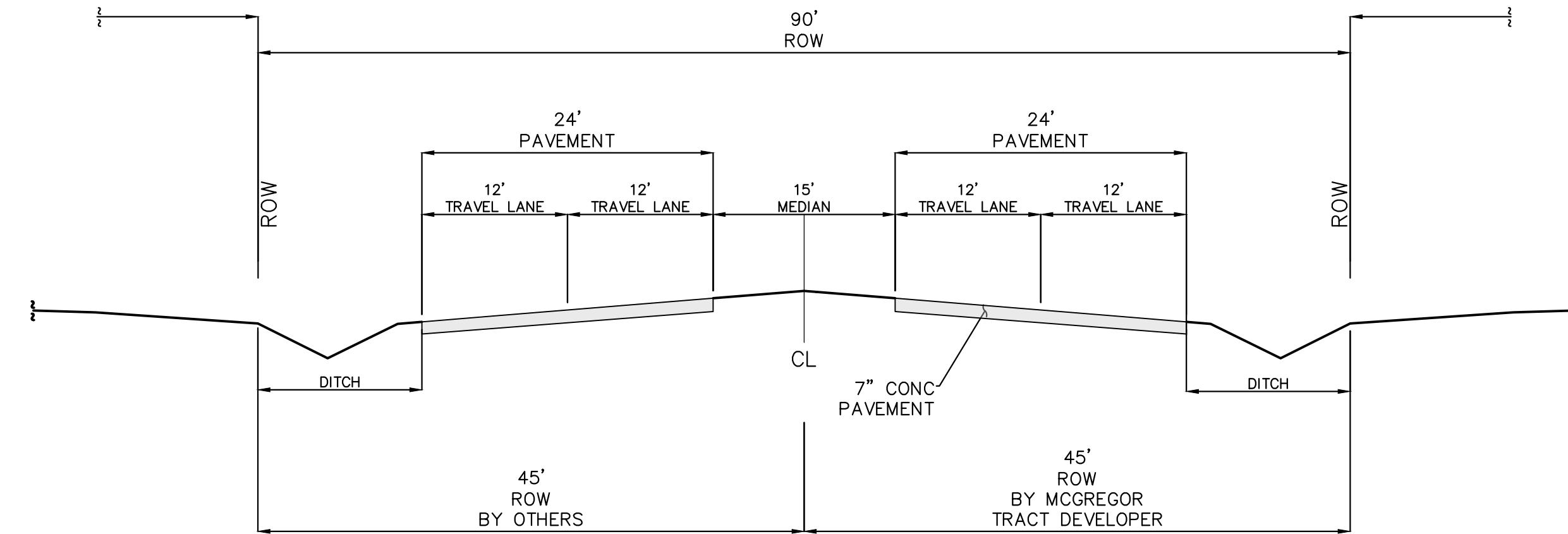


EXHIBIT TITLE:

**EXHIBIT K: MCGREGOR LANE  
CROSS-SECTION (OPEN DITCH)  
LIMITS: FM 362 to WEST ENTRANCE**

LOCATION:

MCGREGOR LANE DEVELOPMENT – WALLER COUNTY, TX

DATE ISSUED:

November 17, 2025

**WGA**  
TEXAS REGISTERED ENGINEERING FIRM F-9756  
4526 Research Forest, Suite 360  
The Woodlands, Texas 77381  
713.789.1900

# EXHIBIT L

## TRAFFIC IMPACT ANALYSIS

### EXECUTIVE SUMMARY

QUALLS  
DESIGN

McGregor Lane Tract Traffic Impact Analysis

#### Executive Summary

The McGregor Lane Tract, a proposed 487-lot single-family detached home development, is proposed to be located on the west side of FM 362 at McGregor Lane in Waller County, Texas. The proposed site location is shown outlined in red in **Figure 1** below.

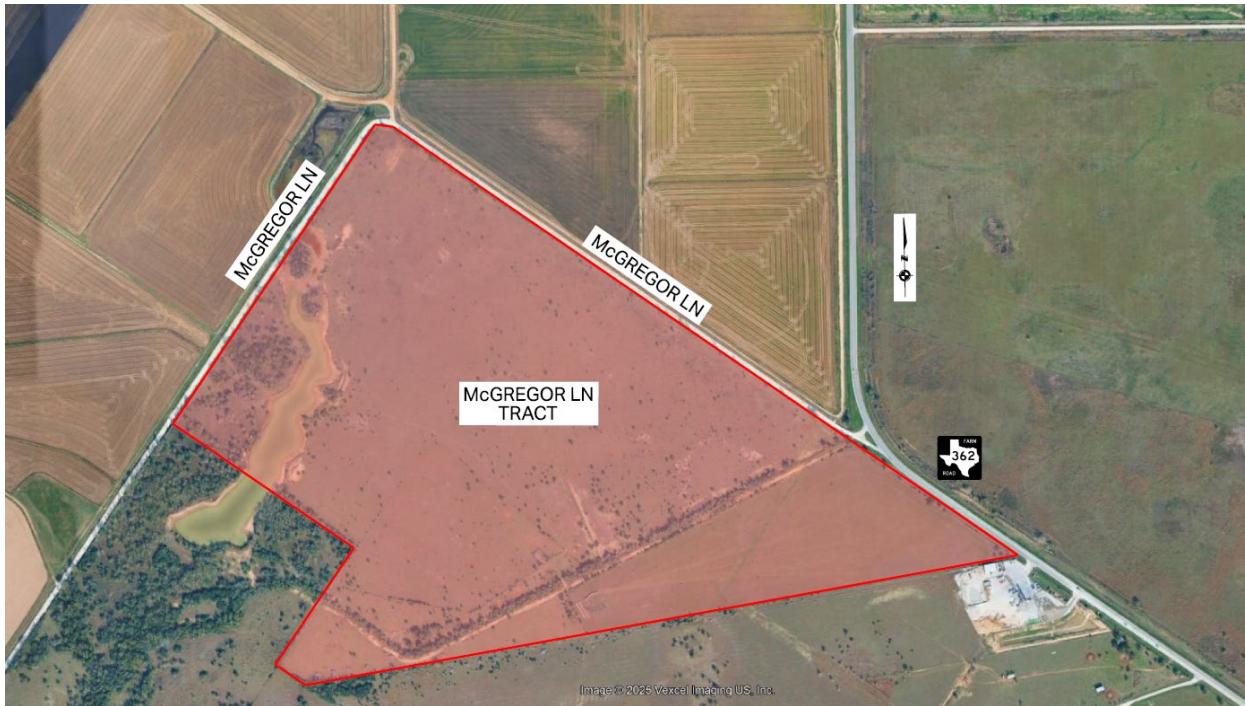


Figure 1: McGregor Lane Tract Proposed Development Location

The McGregor Lane Tract development proposes to construct 487 lots of single-family detached homes. Full buildout of the development is modeled with an ultimate buildout horizon assumed by the end of 2030. A growth rate of 5% compounded annually for five years is utilized to develop the no-build baseline conditions prior to full buildout. The existing site is currently undeveloped.

The proposed development will provide two points of proposed direct access to McGregor Lane:

- Driveway 1 at McGregor Lane – this driveway is proposed to provide full access to the development and is located approximately 2,100 feet west of FM 362.
- Driveway 2 at McGregor Lane – this driveway is proposed to provide full access to the development and is located approximately 1,000 feet west of FM 362.

The purpose of this Traffic Impact Analysis is to analyze the impacts of the McGregor Lane Tract development on the adjacent critical roadways and recommend mitigation as necessary.