

DECLARATION OF SUPPLEMENTAL EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF SUPPLEMENTAL EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the 16th day of February, 2011 (the "Effective Date"), by COLLEGE STATION MARKETPLACE, LP, a Texas limited partnership ("Developer").

RECITALS

WHEREAS, Developer is the owner of: (i) approximately 49.26 acres of real estate situated in Brazos County, Texas described in EXHIBIT A-1, such tract along with Lot 14 (as defined below), being collectively depicted on EXHIBIT A-2; and (ii) the Detention Area (as defined below) and described in EXHIBIT A-3.

WHEREAS, the Developer is the owner of approximately 15.0 acres of real estate situated in Brazos County, Texas and described in EXHIBITS B-1 and B-2 (the "North Lots").

WHEREAS, Developer has deemed it desirable, and in the best interests of the Owners of the Lots in the Development (as such terms are hereinafter defined), to enter into this Declaration in order to facilitate a cohesive commercial development, to preserve the property values in the Development, to facilitate the integrated use of the Development for the benefit of each Owner, for the efficient maintenance and improvement of the common areas in the Development and administration of the covenants, to create an owners' association to which will be delegated and assigned the powers and responsibilities of maintaining certain common areas within the Development, enforcing these restrictions, and collecting and disbursing the assessments and charges hereinafter created, and performing all other functions as set forth in this Declaration.

WHEREAS, Developer intends to cause a non-profit corporation to be incorporated under the Texas Non-Profit Corporation Act to be designated as the owners' association described above.

NOW, THEREFORE, it is hereby declared that the property within the Development shall be held, sold and conveyed subject to the following easements, covenants and conditions, which are for the purpose described above and which shall run with the Development and shall be binding on and inure to the benefit of each Owner and "Permittee" (as defined below):

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 The following terms shall be defined as set forth below:

"Adjoining Owner": shall mean the Owner of a Lot on which any part of a Joint Drive is located.

"Affiliate": (a) Any corporation in which Developer (as defined herein) or any partner, shareholder, director, officer, member, or manager of Developer directly or indirectly owns or controls more than five percent (5%) of the beneficial interest, (b) any partnership, joint venture or limited liability company in which Developer or any Related Person or any partner, shareholder, director, officer, member, or manager of Developer is a

partner, joint venturer or member, (c) any trust in which Developer or any partner, shareholder, director, officer, member or manager of Developer is a trustee or beneficiary, (d) any entity of any type which is directly or indirectly owned or controlled by Developer or any partner, shareholder, director, officer, member or manager of Developer or, (e) any partner, shareholder, director, officer, member, manager or employee of Developer.

"Approved Plan": A Plan approved by the Developer as set forth in Section 6.1.

"Area D North": The portion of the Development described in EXHIBIT C-1 and shown on page 2 of EXHIBIT A-2.

"Assessments": The Common Area Charges and other assessments described in Article 3.

"Association": A nonprofit corporation that Developer organizes under the laws of the State of Texas for purposes of assisting with the improvement, maintenance, use and care of the Association Controlled Common Areas and exercising all or any duties and prerogatives of Developer, its successors or assigns, arising out of or relating to this Declaration. Until the Association is organized by Developer, Developer shall exercise any and all duties and prerogatives designated to the Association under this Declaration.

"Association Controlled Common Areas". The Detention Area, Critical Access Drives and Utility Facilities.

"Board": The Board of Directors of the Association.

"Building": The building(s) that may be constructed, placed or located within the Building Areas on the Lots, subject to the terms of the REA, if applicable, and this Declaration.

"Building Areas": The limited area of the Development within which Buildings may be constructed, placed or located, as determined by the REA, if applicable, and the Association from time to time.

"City": The City of College Station, Texas unless otherwise denoted.

"Common Areas": Collectively, the Owner Controlled Common Areas and Association Controlled Common Areas.

"Connector Road": The drives designated on EXHIBIT A-2 as the Connector Road.

"Critical Access Drives": Certain drives and associated lighting in the Development consisting of: (a) the REA Access Drives; (b) the Connector Road; and (c) any other drives servicing the Development designated by the Developer by recorded instrument during the Developer Control Period or thereafter by the Association to be a Critical Access Drive, but excluding the Joint Drives.

"Common Area Charges": The charges defined in Section 3.6(b).

"Detention Area": The Detention Area depicted on the Development Drawing and described in EXHIBIT A-3.

"Developer Control Period": The period commencing on the date of the recording of this Declaration in the Official Records of Brazos County, Texas and continuing thereafter until and ending on the earlier to occur of: (i) the date the Developer or its Affiliates no longer owns any Lot within the Development; or (ii) the date determined by Developer to be the end of the Developer Control Period.

"Development": The land described in EXHIBIT A-1 and labeled "Development" on EXHIBIT A-2.

"Development Drawing": The depiction of the Development attached as EXHIBIT A-2.

"Environmental Law": Any federal, state or local environmental, health and/or safety related law, and any related decision of the courts, ordinance, rule, regulation, code, order, directive, guideline, permit or permit condition.

"Hazardous Materials": Any chemical, substance, material or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, infectiousness or other harmful or potentially harmful properties or effects, including petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls ("PCBs") and all of those chemicals, substances, materials or combinations thereof that are listed, defined or regulated in any manner by any Environmental Law.

"HEB Parcel": The parcel of real property designated as the HEB Parcel in the REA.

"Joint Drive": A shared access drive located on two or more Lots that is not a Critical Access Drive and that connects such Lots to a Critical Access Drive; provided, however, any shared drive between Lot 14 and an Adjoining Lot and between Lots 7 and 8, Block ___, Tower Point Subdivision, Phase 11A, according to plat recorded in the Official Records of Brazos County, Texas, are not Joint Drives hereunder.

"Lienholder": The holder of a mortgage lien on any portion of the Development.

"Lot": Each Lot within the Development created by a Plat.

"Lot 14": Lot 14, Block 3, Tower Point Subdivision, Phase 4, an addition to College Station, Texas according to plat recorded in Volume 9699, Page 156, Official Records Brazos County, Texas and generally shown on EXHIBIT A-2.

"Occupant": Any Person from time to time entitled to the use and occupancy of any Lot or portion of any Lot pursuant to ownership right, or any lease, sublease, license, concession, or other similar agreement.

"Owner": The record owner, whether one or more persons or entities, of fee simple title to a Lot, and their respective successors and assigns who become owners of any portion of the Development; provided, however, unless otherwise set forth in this Declaration, the term "Owner" shall not include any Lienholder or any Occupant. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Development owned by it which accrue during the period of such ownership. The transferee of an Owner transferring all or any

portion of its interest in a Lot to such transferee shall give written notice in recordable form to the Association of such transfer and shall include therein the name and address of the transferee and a copy of the legal description of the Lot transferred. Each Owner shall enjoy the benefits imposed on such Owner's Lot by this Declaration including but not limited to the right to enforce the terms and conditions of the Declaration (except as provided below) and shall be subject to the burdens imposed by this Declaration. Notwithstanding the above or any definition contained herein to the contrary, in no event shall any Occupant, Permittee or ground lessee have the right to enforce the terms, conditions or any other part of this Declaration unless the Owner has assigned such enforcement rights in writing to an Occupant or ground lessee.

"Owner's Pro Rata Share": For all Lots, the percentage equal to the acreage of an Owner's Lot divided by the total acreage of all Lots within the Development (except Area D North) which, as of the date of this Declaration, is 31.63 acres. On the first date that an establishment in Area D North opens for business to the public, Area D North (17.63 acres) will be included in the calculation of total acreage of all Lots in the Development for purposes of calculating an Owner's Pro Rata Share. Each Owner's Pro Rata Share may be adjusted from time to time if the total acreage of Lots subject to this Declaration increases or decreases.

"Owner Controlled Common Areas": All areas of the Development other than the Building Areas and the Association Controlled Common Areas. The Owner Controlled Common Areas shall include fire corridors, automobile parking areas, access roads, sidewalks, traffic lanes, parcel pickup areas, service drives, entrances and exits from and to public roads, curbs, landscaping, lighting facilities and stairways. The Owner Controlled Common Areas shall not include outdoor sales areas, loading docks or drive thru(s) or loading areas situated within the Development.

"Permittee": shall mean any Occupant and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Occupant insofar as such person's activities relate to Occupant's intended use of the Development. Among others, persons engaging in the following activities in the Common Areas of the Development will not be considered to be Permittees: (i) exhibiting any placard, sign, or notice; (ii) distributing any circular, handbill, placard, or booklet; (iii) soliciting memberships or contributions; and (iv) failing to follow regulations relating to the use of the Development.

"Person": shall mean any individual, partnership, firm, association, corporation, trust, trustee, limited liability company, or any other form of business or government entity.

"Plans": shall have the meaning set forth in Section 6.1 of this Declaration.

"Plan Approval": "Plan Approval" shall have the meaning set forth in Section 6.1 of this Declaration.

"Plat": Any subdivision plat of all or any portion of the Development recorded in the Official Records of Brazos County, Texas.

"REA": The Declaration of Easements, Covenants, Conditions and Restrictions recorded in Volume 9530, Page 98, Official Records Brazos County, Texas, as amended.

"REA Access Drives": Those driveways designated as Access Drives in the REA.

"Sign Criteria": Those certain drawings and criteria for the design of the Pylon Sign and other pylon and monument signage in the Development and the size, design and location of the sign fascia thereon and the criteria for the exterior building signs in the Development, all the foregoing as designated by Association from time to time by the recording of a supplemental instrument.

"Utility Facilities": Any network of pipes, lines, conduits, wires and other interconnecting facilities within the Development through which pass heat, air conditioning, water, sewage, storm drainage, telephone, electricity, gas and/or other utility services; any fire sprinkler system; any security and alarm system; any music system; and any television or cable service which are provided for the common use of Permittees. Utility Facilities shall not include any utilities situated underneath the footprint of any Building in the Development, utilities located within a public utility easement, or those facilities and systems which are installed to provide the applicable service only to certain Lots or portions of Lots.

ARTICLE 2 – EASEMENTS

Section 2.1 Drainage and Detention Easement. Developer hereby establishes a non-exclusive easement on, over and across the Owner Controlled Common Areas and Association Controlled Common Areas to discharge surface storm drainage and/or runoff over and across such Owner Controlled Common Areas and Association Controlled Common Areas, as applicable, to the Detention Area; provided, no Owner shall construct a drainage/retention system on its Lot, or alter the surface of its Lot, without the consent of the Association if such construction or alteration would materially increase the flow of surface water onto other Lots, the Common Areas or Detention Area either in the aggregate or by directing the flow of surface water to a limited area.

Section 2.2 Easement for Maintenance of the Association Controlled Common Areas. The Developer hereby reserves, for itself and the Association, an exclusive perpetual easement on the Lots as necessary for maintaining, constructing, repairing and replacing all of the landscaping, lighting, Detention Areas, Critical Access Drives and other facilities and improvements of the Association Controlled Common Areas.

Section 2.3 Indemnity. Each Owner shall indemnify and save harmless the other Owners and their respective Occupants from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its use of any of the easements established in this Article 2.

Section 2.4 No Dedication to Public. Nothing herein shall create a gift or dedication of any portion of the Development to the general public. Notwithstanding any other provision hereof to the contrary, each Owner may periodically restrict ingress and egress on its portion of the Development in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress and egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such times as to have minimum effect on the use of the easements granted herein.

ARTICLE 3 - MAINTENANCE & UPKEEP OF DEVELOPMENT; TAXES

Section 3.1 Maintenance of Owner Controlled Common Areas. The Owner of each Lot shall, at its sole expense, manage, operate, and maintain the Owner Controlled Common Areas located on such Lot in a clean, safe and first class condition similar to similar retail centers in College Station, Texas. Such obligation includes, without limitation, the following:

- (a) Maintenance of surfaces of all paved portions of the drives and parking areas located on the Lot, so that surfaces are level, smooth and evenly covered with the type of surfacing material originally installed or a substitute material that is equal in quality, appearance, and durability to that used in the remainder of the Development.
- (b) Removal of all papers, debris, filth, and refuse from the Owner Controlled Common Areas located on the Lot, and washing or thoroughly sweeping paved areas as required to maintain Owner Controlled Common Areas in a first-class, clean condition. Maintenance, cleaning, repair and replacement of all grease traps, if any, located in Owner Controlled Common Areas.
- (c) Maintenance, repair, and replacement as necessary of entrances, exits directional signs, markers striping, and lights in the Owner Controlled Common Areas.
- (d) Cleaning, repairing and replacing light bulbs of lighting fixtures in Owner Controlled Common Areas as needed.
- (e) Keeping all Owner Controlled Common Areas on its Lot free and clear of any obstructions not required or permitted under this Declaration, including but not limited to the sale or display of merchandise in the Owner Controlled Common Areas.

Section 3.2 General Operation and Maintenance of Lots. Each Owner shall, at its sole expense, manage, operate, and maintain its Lot by:

- (a) Diligently maintaining, repairing and replacing that portion of the landscaping located on its Lot in a neat, orderly and first class condition at all times. This shall include, but not be limited to, mowing of grass of six inches (6") or higher, edging, pruning, fertilizing, watering, weeding and other such activities common to the maintenance of landscaping. At all times, each Owner must keep landscaped areas free of trash, litter, weeds, and other unsightly material. All plant materials must be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which shall be replaced with plant material of similar variety and size, within thirty (30) days. An extension of this time may be granted by the Association if substantial evidence is presented to indicate abnormal circumstances beyond the control of the Owner.
- (b) Paying all electrical, water and other utility charges or fees for services furnished to the Owner's Lot.

- (c) Except as indicated on an Approved Plan, placing no signs, fences, hedges, curbs, barriers, walls or other structures which would prohibit the free flow of pedestrian or automotive traffic or restrict visibility of other Owners' Buildings or signage.
- (d) To the extent applicable, requiring, and using whatever efforts necessary to compel all Occupants and Permittees on its Lot to comply with the requirements of this Declaration.
- (e) Constructing any retaining wall and other structures necessary for the development of the Lot in accordance with the Approved Plans for the Lot.

Section 3.3 Maintenance of Improvements. Each Owner, at its sole expense, must maintain or cause the Occupant of the Lot to maintain any Building and other improvements located on that Owner's Lot in first-class condition and appearance at all times and in conformity with the general character and quality of properties in the Development. Such maintenance and repair includes, but is not limited to:

- (a) The replacement of worn and/or rotted components.
- (b) The regular painting of all exterior surfaces.
- (c) The maintenance, repair and replacement of signs, roofs, rain gutters, down spouts, exterior walls, windows, doors, and other exterior portions of any Building and other improvement to maintain an attractive appearance.
- (d) The cleaning and relamping of lighting fixtures located on any building or improvement.
- (e) The maintenance, cleaning, repair and replacement of all grease traps and exhaust fans located in any Building or improvement.
- (f) Maintaining, repairing and replacing any retaining wall and any other structures necessary for the development of the Lot in accordance with the Approved Plans, if applicable, for the Lot.
- (g) Make all structural repairs to any Building or improvements located on Lot, including but not limited to all repairs to the foundation, load bearing walls, roof and any other structural members thereof.

Section 3.4 Owner's Failure to Maintain. In the event an Owner shall fail to maintain, repair or replace its Lot or the improvements located thereon in the manner prescribed herein, the Association may at its option, after ten (10) days' written notice to such Owner except in the case of emergency where no notice is required, enter upon such Owner's Lot and undertake to maintain and care for such Lot or improvements thereon to the condition required hereunder, and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work within ten (10) days after presentment of such statement, plus interest at the rate provided under Section 3.7 from and after Association's payment for the work.

Section 3.5 Maintenance of Association Controlled Common Areas. The Association shall, except as otherwise provided herein, pay all costs of repair, maintenance, replacing and cleaning of the Association Controlled Common Areas and maintain same in a clean, safe, sightly and serviceable condition.

Section 3.6 Common Area Charges.

- (a) Each Owner shall be obligated to pay to the Association such Owner's Pro Rata Share of all Common Area Charges. **Any Owner taking title to a Lot hereby agrees that such Owner's Pro Rata Share of Common Area Charges for the REA Access Drives (as defined in the REA) shall be calculated as provided in this Declaration and not as provided in the REA.**
- (b) As used herein, "Common Area Charges" shall, subject to the provisions herein, mean all reasonable costs incurred by the Association with respect to the Association Controlled Common Areas, less any amounts owed by the Owner of the HEB Parcel for such Common Area Charges pursuant to the REA and any amounts owed by the Owner of Lot 14 pursuant to separate instrument and any amounts owed by the owners of the North Lots for the costs associated with the Detention Area pursuant to separate instrument. Common Area Charges will include, without limitation, the following: (i) all amounts paid for cleaning and sweeping, repairing, replacing and restriping of the Critical Access Drives, including snow and ice removal, all of which shall be performed as often as necessary, and for the removal of trash and debris; (ii) maintenance, repair and replacement of planted and landscaped areas located within the Critical Access Drives; (iii) maintenance, repair and replacement of light standards and replacement of bulbs with respect to the lighting and the electrical cost of such lighting; (iv) water and waste water charges; (v) to the extent attributable to such services, wages and salaries of persons directly and actually performing services described herein; (vi) maintenance of any water, electrical and storm sewer lines which exclusively provide service to the Association Controlled Common Areas; (vii) contracting for and administering security services, if the Association so elects, but the Association shall not warrant any level of security or the safety of persons or property at the Development; (viii) the cost of utility services to the Association Controlled Common Areas; (ix) maintenance of the Detention Area; (x) all real property taxes and other special taxes and assessments assessed on the Association Controlled Common Areas; (xi) the cost of public liability insurance and property insurance maintained by this Association for the Association Controlled Common Areas; (xii) fees payable to any management firm for purposes of managing all or any part of the Association or Common Areas; and (xiii) an administrative fee equal to no more than fifteen (15%) percent of the foregoing expenses.
- (c) Initially, the Association shall provide the Owner an estimate of Owner's Pro Rata Share of the Common Area Charges to be paid monthly by such Owner through the end of the then current calendar year. Prior to the beginning of each calendar year, thereafter, Association shall furnish to each Owner obligated to pay Common Area Charges an estimate of the annual Common Area Charges for such calendar year, and each such Owner shall pay to Association one-twelfth (1/12th) of the Owner's Pro Rata Share of such estimated Common Area Charges during such year. Installments of Common Area Charges shall be due

and payable on or before the first day of each succeeding calendar month; provided that if the day an Owner becomes obligated to pay Common Area Charges is other than the first day of a calendar month, such Owner shall pay a prorated amount of Common Area Charges based upon the number of days in the partial month.

- (d) Association shall deliver to Owner an itemized breakdown (an "Accounting") showing the actual costs for Common Area Charges for such year; on or before ninety (90) days after the end of a calendar year. If Owner's Pro Rata Share of the actual costs for Common Area Charges exceeds the amount paid by Owner in such year, then within thirty (30) days after receipt of said Accounting, Owner shall pay to Association such excess amounts. If Owner's Pro Rata Share of the actual costs for Common Area Charges is less than Owner's payments through such period, Owner shall receive a credit against Owner's estimated share payable in the first month after receipt by Owner of said Accounting, and such subsequent months as required to exhaust said credit.
- (e) Owner, its agents and accountants, shall have the right within ninety (90) days after receipt of an Accounting to examine and audit Association's books and records relating to any cost or item that is passed through to Owner upon ten (10) days written request by Owner to Association. If Owner disputes the accuracy of the charge, Owner shall still pay the amount shown owing pending completion of the audit. If Owner's audit of the books and records shows that the amounts shown on the statement are ten percent (10%) or more higher than the actual amount owed by Owner, Association shall, on demand, reimburse Owner for all reasonable costs of conducting the audit. Any overpayment or underpayment of Common Area Charges shall be adjusted by the parties within ten (10) business days after the audit is completed. Association shall, for three (3) calendar years following the calendar year in which a cost or item was incurred and paid, keep complete and accurate books and records relating to Common Area Charges, which records shall be kept in accordance with sound accounting principles, consistently applied.
- (f) In addition to the annual assessments authorized above, at any time the Association may levy in any calendar year a special assessment (not to exceed \$20,000 per calendar year), for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements in the Detention Area, including without limitation, landscaping, trails, benches, lighting, shelters and other landscape items ("Special Detention Assessment"). Such Special Detention Assessments shall be apportioned among the Owners of the Lots based on each Owner's Pro Rata Share.

Section 3.7 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) Owner's Pro Rata Share of Common Area Charges, to be paid monthly as provided for herein or by the rules and regulations of the Association, (ii) Special Detention Assessments as described in Section 3.6(f) above and (iii) any amounts due Association under Sections 3.4 and 3.12 and Article 10 hereof. Such assessments described above in this Section 3.7 (collectively, the "**Assessments**") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall

be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. All sums assessed but unpaid by an Owner chargeable to its respective Lot, including interest thereon at twelve percent (12%) per annum, shall constitute a lien on such Lot superior (prior) to all other liens and encumbrances, except for:

- (a) All taxes and special assessments levied by governmental and taxing authorities.
- (b) All liens securing sums due or to become due under any duly recorded third party mortgage vendor's lien or deed of trust.

To evidence such lien, the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by the Association and may be recorded in the Official Records of Brazos County, Texas. Such lien for the Common Area expenses shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of the defaulting party's Lot by the Association or their successor. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Texas Property Code and Civil Practice and Remedies Code of the State of Texas, or in any other manner permitted by Texas law. Each Owner, by accepting a deed to its Lot, expressly grants to Association a power of sale, as set forth in the Property Code, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay, and the lien shall include, the costs and expenses of such proceedings, the cost and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease mortgage and convey same.

The amount of the Common Area Charges assessed against each Owner shall also be a debt of such Owner at the time the assessment is made. Suit to recover a money judgment for unpaid Common Area Charges may be maintained without foreclosing or waiving the lien securing same.

Any mortgagee or other lien creditor holding a lien on a Lot may pay any unpaid Common Area Charges payable with respect to such Lot, and upon such payment, such creditor shall have a lien on such Lot for the amount paid of the same rank as the lien of its encumbrance.

Section 3.8 Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the party owning such Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgage or deed of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve an Owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.9 Statement of Assessments. Upon the written request of any Owner or any mortgagee or prospective encumbrance of a Lot, the Association shall issue a written statement setting forth the unpaid Assessments, if any, with respect to the subject Lot, the Owner's Pro Rata Share, the date of such assessment credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

The purchaser, donee or other transferee of a Lot, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Lot (herein called "Grantor") for all unpaid Assessments against the latter up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such transferee shall be personally liable only if it expressly assumes such liability. The Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments, if any with respect to the subject Lot, the Owner's Pro Rata Share for each Lot and the date such Assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums.

Section 3.10 No Exemption. No Owner may exempt itself from liability for contribution towards the Common Area Charges by waiver of the use or enjoyment of any of the Common Areas or by abandonment of a Lot.

Section 3.11 Indemnity by Owners. Each Owner shall indemnify and save harmless the Association and the other Owners from all claims, liens, damages, losses, costs and expenses, including reasonable attorneys' fees and litigation costs, arising out of (a) the sole negligence, gross negligence or willful misconduct of such indemnifying Owner to the extent not insured by the insurance required to be carried pursuant to Section 7.2 hereof, and (b) from all liens, claims, and demands occurring in, on or about the indemnifying Owner's Lot, or arising out of the construction, use, occupancy, or enjoyment of its Lot and the improvements thereon, or any repairs or alterations which the indemnifying Owner or its Permittees may make upon the Lot.

Section 3.12 Payment of Taxes. Each Owner shall pay directly to the tax collector when due the real property taxes and other special taxes and assessments assessed against the Owner's Lot; subject, however, to the right of any such Owner to contest the amount or validity of all or any part of said taxes and assessments. In the event an Owner fails to pay when due all taxes and assessments described above, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and any other Owner or the Association may thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The curing party shall be entitled to reimbursement from the defaulting Owner for the costs and expenses incurred plus interest at the rate provided under Section 3.7 from and after the date of curing party's payment(s) of such costs and expenses.

ARTICLE 4 – MAINTENANCE, REPAIR AND REPLACEMENT OF JOINT DRIVES

Section 4.1 Maintenance and Repair.

(a) Each Adjoining Owner shall maintain, light, repair, replace, construct, reconstruct, pave, seal, repave, reseal, stripe, and re-stripe that portion of the Joint Drive located on its Lot at a level of appearance and utility consistent with the highest industry standards then

prevailing for similarly used properties in the market in which the Development is located. Any Adjoining Owner making any repairs or installations required under this Agreement shall make them in a good and workmanlike manner, in accordance with all applicable laws, free of liens or claims for same, and shall restore the adjacent Lot (inclusive of any Joint Drive areas and improvements thereon) to its former condition upon completion of any such work. No Owner shall obstruct or otherwise unreasonably interfere with the other Owners' use and enjoyment of the easement rights contained herein.

(b) If any Owner fails to maintain all or any portion of the Joint Drive located upon its Lot as required above (a "Non-Complying Owner"), and such failure continues for thirty (30) days after written notice from an Owner that is not otherwise a Non-Complying Owner (the "Complying Owner"), then a Complying Owner and/or its contractors or agents may enter upon the Non-complying Owners' Lot to make needed repairs and/or correct such non-compliance, and the Non-Complying Owner shall, within thirty (30) days following written demand, reimburse the Complying Owner for any and all reasonable costs and expenses incurred in connection therewith. The foregoing right shall be in addition to and shall not in any way limit any other remedies available to the Complying Owner as provided herein or at law or in equity.

(c) To the extent a Non-complying Owner shall not make payment of any sums due by any such party to a Complying Owner when due, such sums, including reasonable collection costs and attorneys' fees, shall bear interest at the lesser of ten percent (10%) per annum or the highest non-usurious rate of interest under applicable law, from the date due until repaid, and such sums, together with the applicable interest thereon, shall be a charge and a continuing lien upon the fee or leasehold estate of the Lot of such Non-Complying Owner.

(e) Notwithstanding any other provision hereof, as security for the obligations, duties and covenants of each Adjoining Owner, each Adjoining Owner, by its acceptance of a deed to a Lot, whether or not it shall be so expressed therein, but as part of the consideration therefor, hereby expressly grants and conveys its interest in the Lot (either the fee or leasehold estate, as applicable), in trust, to and for the benefit of the Adjoining Owner(s), as a lien upon of such Lot, coupled with a power of sale, and each with the right and power to enforce the aforesaid lien by non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code or in accordance with the prescribed manner for foreclosure of deed of trust liens provided by any future amendment to such statute or any other statute enacted in substitution therefor. All mortgages, deeds of trust and other encumbrances placed upon each Lot for the purpose of constructing, or financing the ownership of the improvements thereon shall be subordinate and inferior to the encumbrance created by this Agreement; provided, however, that any lien created pursuant to this Article 5 shall be subordinate to any bona fide third party mortgage, deed of trust or similar encumbrance placed on a Lot for the purpose of financing the improvement or ownership thereof and all taxes and special assessments levied by governmental and taxing authorities.

Section 4.2 Indemnification; Insurance. Each Adjoining Owner (the "Indemnifying Party") agrees to save, defend, indemnify and hold each other Adjoining Owner (the "Indemnified Party") harmless from and against any and all liability or damages which the Indemnified Party may suffer as a result of claims, demands, costs, liens, judgments or awards against such Indemnifying Party arising out of, or in connection with, any use by the Indemnifying Party, its tenants, business invitees, licensees, employees or agents, of the Joint Drive. In addition, each Adjoining Owner shall obtain, maintain and pay for proper public liability insurance coverage for its own Lot and the Joint Drive to cover all activities associated

with the use of the Joint Drive and other improvements associated therewith by Party, its tenants, business invitees, licensees, agents and employees. Each such policy shall: (a) contain not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, (b) be issued and underwritten by a reputable and solvent insurance company which has at least an "A" rating by A.M. Best or a comparable rating entity, and (c) name the Adjoining Owner(s) as an additional insured. Notwithstanding the foregoing, each Indemnified Party hereby waives any and every claim which arises or may arise in its favor and against each Indemnifying Party for any and all liability under the indemnification provisions under this paragraph to the extent same is covered by, and collected by the Indemnified Party under, a valid insurance policy, and each Owner shall make a good faith effort to cause any insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other parties in connection with any damage or injury covered by such policy. Each Owner shall, within ten (10) days following written request by any other Owner(s), deliver to such requesting Owner(s) a certificate of insurance evidencing that such Owner is carrying the required insurance coverage together with proof of payment of all premiums applicable thereto then due and payable.

Section 4.3 No Dedication. Nothing in this Article 4 shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever to the Joint Drives.

ARTICLE 5 - ASSOCIATION

Section 5.1 Organization. The Association will be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.2 Membership. Any person or entity becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest. During the Developer Control Period, the Association will have two (2) classes of members: Class A and Class B. The Class A Members will be all Owners other than Developer and Developer's Affiliates. The Class B Members will be Owners who are the Developer or Affiliates of Developer. After the Developer Control Period, there will be one (1) class of members which will consist of all Owners.

Section 5.3 Voting Rights. During the Developer Control Period, the right to cast votes, and the number of votes which may be cast on all matters to be voted on by the Members shall be calculated as follows:

- (a) Class A: The Owner (excluding Developer and Affiliates), whether one or more, of each Lot within the Development will have one vote for each Lot so owned.
- (b) Class B: Developer and its Affiliates will have one hundred (100) votes.

After the Developer Control Period, each Owner shall have one (1) vote for each Lot such Owner owns within the Development.

Section 5.4 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

- (a) Fines. The power to levy and collect fines for violations of provisions of this Declaration and such fines shall be an amount not less than \$100.00 per violation.
- (b) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws, not in conflict with this Declaration, as it deems proper, to address any and all aspects of its functions.
- (c) Insurance. To obtain and maintain in effect, policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (d) Records. To keep books and records of the Association's affairs.
- (e) Assessments. To levy Assessments as provided in Article 3 above.
- (f) Right Enforcement. To exercise the remedies described in this Declaration.
- (g) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (h) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (i) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

Section 5.5 Maintenance. The Association shall be authorized to landscape, maintain, repair and replace the Association Controlled Common Areas, as the Association deems appropriate.

Section 5.6 Association Controlled Common Areas.

- (a) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:
 - (1) To accept, own, operate and maintain any Association Controlled Common Areas which may be conveyed or leased to it by Developer or any other party, together with any improvements be conveyed or leased to it by Developer, together with any improvements of any kind or purpose

located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Developer; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association whether by Developer or by other persons.

- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
 - (3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Association and to accept land in Association Controlled Common Areas, whether or not improved, from Developer subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Developer or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Developer or the Association, on the improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Owners, or otherwise, or any combination thereof, as may be deemed appropriate by Developer or the Association, as the case may be, but subject to the limitations imposed by this Declaration.
- (b) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.4 of this Declaration, the Association, acting through the Board, shall have the power and authority:
- (1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, rights-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:
 - a. parks, parkways or other recreational facilities or structures;
 - b. roads, streets, walks, driveways, trails and paths;
 - c. lines, cables, wires, conduits, pipelines or other means of providing utilities;
 - d. sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - e. any similar public, quasi-public or private improvements.
 - (2) To pay for utilities, services and maintenance for the property of the Association.

- (3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (4) To own or operate any and all types of facilities for both active and passive recreation.
- (5) To construct new improvements or additions to Association properties.
- (6) To enter into contracts with Developer and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Association Controlled Common Areas or to provide any service or perform any function on behalf of Developer or the Association in connection with the purposes of the Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

Section 5.7 Agreements with City of College Station. The Association may enter into one or more agreements with the City of College Station with respect to the dedication of the Detention Area or any drainage basin, park or other Association Controlled Common Area (excluding Critical Access Drives located on property now owned by the Association) within the Development for municipal maintenance.

Section 5.8 Indemnification. The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Certificate of Formation or Bylaws who was, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the provisions of the Texas Business Organizations Code that pertain to non-profit corporations, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Business Organizations Code, as amended and in effect from time to time.

Section 5.9 Mechanic's and Materialmen's Lien. Each Owner whose Building is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this Declaration, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration or replacement that exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

Section 5.10 Control by Developer. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DURING THE DEVELOPER CONTROL PERIOD, DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, WILL HAVE THE ABSOLUTE RIGHT TO APPOINT MEMBERS OF THE BOARD AND THEIR SUCCESSORS (ANY APPOINTMENT OF A SUCCESSOR WILL BE A DEEMED REMOVAL OF THE BOARD MEMBER BEING REPLACED BY SUCH APPOINTMENT). DEVELOPER, AT ITS OPTION, MAY ASSIGN OR DELEGATE, IN WHOLE OR IN PART, ITS RIGHTS AND POWERS TO THE ASSOCIATION, THE BOARD OR AN AFFILIATE PROVIDED SUCH DESIGNATION IS IN WRITING.

ARTICLE 6 – GENERAL CONSTRUCTION REQUIREMENTS

Section 6.1 Construction Approvals. The provisions of this Section 6.1 shall only be effective during the Developer Control Period. The Development is contemplated to have a mix of uses. In order to, among other things, preserve the property values and to facilitate the integrated use of the Development, prior to commencement of construction of any improvements on any Lot or undertaking any on-site pre-development work (such as grading or demolition of existing improvements) or any material alterations to such improvements, the Owner thereof shall obtain the prior written consent of the Developer to each of the following: (a) a site plan showing the location of all proposed improvements to be constructed including, but not limited to, a footprint of any proposed building (which must be in the Building Area), parking areas, drives, and curb cuts; (b) a written description of the intended use(s) on the Lot in such detail reasonably requested by the Developer; (c) a grading plan for the Lot; (d) a utility plan for the Lot showing the location of all utilities; (e) elevations and preliminary plans and specifications showing the exterior design, building materials, height, and the size of the improvements, including, but not limited to, the location of any trash dumpsters, compactors or the like (which dumpsters or compactors must be screened from public view in a manner reasonably satisfactory to the Developer); (f) a sign plan showing the location, size, and height of all exterior signage; (g) a parking plan showing sufficient ground level parking spaces in order to comply with the minimum number of parking spaces required by applicable law without variance or shared parking from any other Lot; and (h) a landscaping plan [(a) through (h) above are sometimes collectively referred to herein as the "Plans"].

Unless otherwise agreed to by the Developer, all Plans, including without limitation, any diagrams, schedules, specifications and other data required shall be submitted to the Developer in a complete form (sufficient to obtain a shell building permit), and ready for the Developer's consideration and final approval, in the Developer's sole and absolute discretion, prior to the construction of any such improvements on any Lot. The Developer shall respond with its consent or disapproval within thirty (30) days after the submittal of the Plans to the Developer. If the Developer fails to respond to the Plans within said thirty (30) days of submittal, the Plans shall be deemed disapproved. If the Plans are disapproved, the Developer shall note the reasons for such disapproval in reasonable detail. Every Lot shall at all times comply with all covenants, terms, conditions and obligations of this Declaration, including, without limitation, the height, square footage and Building Area restrictions and limits contained in this Declaration. Any approval of the Plans ("Plan Approval") by the Developer does not constitute any warranty or representation that the Plans comply with applicable governmental requirements, or good and prudent design, engineering and/or construction practices. It is the sole responsibility of the submitter of such Plans to the Developer to determine whether the Plans comply with such requirements and practices. Plans that have been approved by the Developer shall be referred to in this Declaration as the "Approved Plans".

Any Plan Approval given by the Developer shall expire and no longer be effective unless construction is commenced in accordance with the Approved Plans within six (6) months after the date of the Developer's notice of approval. Construction shall not be deemed "commenced" until the completion of the foundation of the Building to be constructed on the Lot. All construction, once commenced, shall be diligently pursued to completion as soon as reasonably possible. No construction shall be abandoned or left partially complete. The Developer shall have the right to enter onto any Lot from time to time to observe the progress of the construction. The Developer shall have the right, but not the obligation, to enjoin any construction that is not in compliance with the Approved Plans and the applicable Owner acknowledges and hereby accepts that such injunctive relief is necessary because the Developer would have no adequate remedy at law for a violation of this Declaration.

No improvements of any nature shall be erected, installed, constructed, placed or permitted to remain on any Lot and no exterior portion of any existing buildings, structures, pavement, utility, fences, walls, signs, landscaping or other improvements of any nature shall be altered or remodeled, until Plans therefor, in such detail as provided above, shall have been submitted to and approved in writing by the Developer.

Section 6.2 Construction to Proceed in Reasonable Manner; Coordination of Construction. Construction on any Lot shall be undertaken so as not to unreasonably: (a) cause any increase in the cost of construction in the remainder of the Development or on any other Lot; (b) interfere with any other construction being performed in the Development or on any other Lot; (c) interfere with the operations of any other Owner or Permittee within the Development or any other Lot or the rights of any Owner or Occupant as contemplated by this Declaration; or (d) impair the use, occupancy or enjoyment of any Lot by the Permittees of such Lot. All improvements shall be constructed in accordance with the Approved Plans, if applicable. Each Owner shall use all reasonable efforts to cause its or its Occupant's architects, engineers and contractors to cooperate and coordinate its construction with the architects, engineers, contractors and construction work of the other Owners and Occupants to the extent reasonably practicable, so as to achieve the objectives set forth in this Section. Construction trailers and shacks, other temporary improvements and construction materials and equipment shall be located on a Lot only during such times as construction is actively being conducted thereon, and shall be removed within thirty (30) days of written demand from the Association.

Section 6.3 Safety Matters; Indemnification. Each Owner and Occupant shall:

- (a) Take all safety measures reasonably required to protect the persons and property of all other Owners, Permittees and Lots from injury or damage caused by or resulting from the performance of any construction;
- (b) Indemnify, hold harmless and (at the election of the other Owners) defend the other Owners (with counsel reasonably accepted to the Indemnified Parties) from and against all mechanics', materialmen's and laborer's liens and all costs, losses, expenses and liabilities (including, without limitation, attorney's fees and litigation costs) arising from its construction.

Section 6.4 Workmanship; Compliance with Laws and Insurance Requirements. Each Owner and Permittee shall perform its construction, or cause the performance of its construction by its agents, to be undertaken, in a diligent, good and workmanlike manner with the use of first class materials, and in accordance with: (a) the Approved Plans, (b) the terms of this Declaration, (c) all applicable building and zoning laws and all other laws, ordinances,

orders, codes, rules, regulations and requirements of all federal, state, municipal, public and governmental agencies and governments, and (d) all orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions in the county in which the Development is located, including, without limitation, the Americans with Disabilities Act and Texas Architectural Barriers Act, and all regulations thereunder.

Section 6.5 "Construction" Defined. As used in this Article 6 the word "construction" includes any initial construction, expansion, alteration, restoration, demolition and razing contemplated under this Declaration, and except where otherwise specified, subsequent construction, reconstruction, expansion, alteration, maintenance, repair, restoration, rebuilding, demolition and razing carried on in the Development.

Section 6.6 Delivery, Trash, Roof Areas and Utility Connections. Outside storage on the Lots is prohibited. Loading docks and refuse areas shall be screened and located on the least visible side of the Lots and screened from public view. Whenever possible, refuse areas should be accommodated inside the Building located on a Lot. Exterior exposed fire escapes, exposed service stairs or ladders, radio or television towers and antennae or satellite dishes or receivers are not permitted without the prior written approval of the Association and any appropriate governmental entity. All utility lines shall be underground with no exterior visible connections, except for required meters or transformers, which shall be screened from public view.

Section 6.7 Set-back Requirements. All Lots shall be subject to the set-back requirements contained in the local zoning ordinances and building codes, without variance. Setback requirements may be affected by the public or private characterization of adjacent roadways and access roads.

Section 6.8 Parking. At the time any Buildings are constructed in the Development, the Owner constructing such Buildings shall construct all Owner Controlled Common Areas (including parking lot, driveways, sidewalks, landscaping, lighting and other improvements) necessary to serve such Buildings. Without the prior written consent of the Association which may be granted or withheld in the Association's sole and absolute discretion, no Owner shall allow any Building on its Lot to be constructed or expanded or used by any Owner and Permittee such that the parking areas on the Lot owned by such Owner cannot independently meet the number of parking spaces required by any governmental regulation.

Section 6.9 Alterations. During the Developer Control Period, no Owner may, without the prior written consent of Developer, which shall not be unreasonably withheld, conditioned or delayed (i) make alterations or additions to, or build additional stories on a Building; (ii) make material alterations to the exterior structure of any buildings or additions thereto unless such exterior alterations satisfy the provisions of this Declaration applicable to Buildings, or (iii) modify, alter or relocate the parking facilities or other Owner Controlled Common Areas as reflected on the Approved Plan for the Lot.

ARTICLE 7 – LIABILITY INSURANCE

Section 7.1 Insurance for Association Controlled Common Areas. The Association shall maintain commercial general liability insurance (including all endorsements customary for improvements and uses of the types found in the Development) for the Association Controlled Common Areas, with companies licensed to do business in the State

of Texas and with minimum ratings comparable to the minimum policyholder rating of "A" and a financial rating of at least "X" in Best's Insurance Reports, providing coverage in amounts determined from time to time by the Association, but in no event less than a combined single limit of not less than Five Million Dollars (\$5,000,000.00). Such minimum amount may be increased by Association periodically in accordance with sound property management. The Association may obtain the foregoing insurance as a part of a blanket policy or policies. An Owner, upon the request of the Owners (including the owner of Lot 14), will be named as additional insured on such policy. Upon request, the Association shall provide an Owner (including the owner of Lot 14), with a certificate of insurance evidencing the type and amount of the insurance coverage required. All insurance shall be carried with financially responsible insurance companies authorized to do business in the State of Texas.

Section 7.2 Owner Insurance. Each Owner must procure and maintain, or cause the Occupant(s) of Owner's Lot to procure and maintain, at all times, at its sole expense, a policy or policies of commercial general liability insurance insuring against all risks of personal injury, death, and property damage occurring during the policy period, having a reasonable combined single limit of liability, of not less than \$5,000,000 and must include products and completed operations liability coverage, and broad form liability endorsement and all other endorsements customary for the improvements and uses on the Lot; and a fire and extended coverage policy in an amount equal to not less than the full replacement cost of all improvements on such Owner's Lot. The Association must be named as additional insured on all liability policies and copies of all insurance policies, if any, must be delivered to Association upon request. An Owner may obtain the foregoing insurance as part of a blanket policy or policies. All insurance shall be carried with financially responsible insurance companies authorized to do business in the State of Texas, with minimum ratings comparable to the minimum policyholder rating of "A" and a financial rating of at least "X" in Best's Insurance Reports.

ARTICLE 8 – DAMAGE AND DESTRUCTION

Section 8.1 In the event that any part of the Owner Controlled Common Areas is destroyed or damaged by fire, casualty or event of force majeure, the Owner of the affected property, at its sole expense, forthwith shall clear and restore such area to its condition immediately prior to such destruction or damage. In the event that any part of the Association Controlled Common Areas is destroyed or damaged by fire, casualty or event of force majeure the Association, at its sole expense, forthwith shall clear and restore such area to its condition immediately prior to such destruction or damage.

Section 8.2 In the event that any part of a Building or improvements on a Lot is damaged by fire, casualty or event of force majeure, the affected Owner thereof shall either promptly restore or raze same. If the damaged Building or improvements are razed, such Owner shall, at its sole expense, raze the damaged structures, remove all debris, pave such area for parking or landscape such area as approved by the Association and install adequate lighting and storm water drainage. Any area restored in this manner shall be maintained at the sole cost and expense of the Owner of such Lot.

Section 8.3 In the event that any part of the Common Areas is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or sold to the condemning authority under threat of condemnation (herein, a "Condemnation"), the Owner of the affected property, in the case of Owner Controlled

Common Areas, or the Association, in the case of Association Controlled Common Areas, shall, at its sole expense, forthwith restore such area as much as practicable to provide the same approximate configuration, size, location and number of all light standards, driveways, walkways, parking spaces and curb cuts to adjacent roadways existing prior to the condemnation. Any award on account of a Condemnation of the Owner Controlled Common Areas located on such Lot affected by the condemnation first shall be used in the restoration of same, and any claim to the award made by an Owner, or Occupant of such Owner's Lot, shall be expressly subject and subordinate to its use in such restoration.

ARTICLE 9 – COVENANTS AND RESTRICTIONS

Section 9.1 Restrictions on Use of Common Areas. Without the prior consent of the Association, no part of the Common Areas shall be used to conduct a sale or otherwise place inventory, merchandise or display items. Nothing set forth herein shall prohibit the operation of an outdoor patio area or terrace for restaurant purposes otherwise permitted herein in accordance with applicable law and the REA, if approved in writing by the Association.

Section 9.2 Easements Not Benefitting Development. The Common Areas shall not be encumbered by any easement, right of way, license or other servitude for the purpose of parking on or vehicular passage across the Common Area benefiting property outside of the Development without the prior written consent of the Association. During the Developer Control Period, the parking lot layout, including parking spaces, aisles, driveways and walkways, as reflected on the Approved Plan for the Lot, may not be altered, removed or constructed in a manner different than that which is shown on the Approved Plan for the Lot without the prior written approval of the Developer.

Section 9.3 Subdivision of Lots. No Lot may be subdivided or the Lot line between two Lots adjusted without the prior written consent of the Association. If the Association consents to such subdivision or adjustment, all rights and restrictions in this Declaration applicable to such Lot(s) before such subdivision or adjustment shall remain applicable to the resulting Lot(s). For any Lot ("Parent Lot") divided into more than one Lot, the owners of the resulting subdivided lots shall equally share the number of votes of the Parent Lot. The Owner(s) of the subdivided or adjusted Lot(s) shall give notice to the Association of the land area in the resulting Lot(s) and the legal description thereof.

Section 9.4 Environmental Requirements. Each Owner covenants and agrees to comply with the following environmental requirements:

- (a) Each Owner shall comply with, and shall pay all costs incurred in complying with, any Environmental Law then in effect and the environmental state, condition and quality of its Lot, including, without limitation, the performance of and payment for any environmental cleanup work (which shall mean any cleanup, remediation, removal, construction, alteration, demolition, renovation or installation that is required in connection with Hazardous Materials installed, used, stored, handled or located on such Owner's Lot or disposed of from such Owner's Lot in order to comply with any Environmental Law) and the preparation of any closure or other required plans, excluding, however, any costs related to Hazardous Materials on the such Owner's Lot caused by the removal, storage, transportation and disposal of Hazardous Materials brought

upon, generated, produced, kept, or used in or about such Lot by another Owner, Occupant or Permittee (such Owner, Occupant or Permittee, as applicable, who has brought upon, generated, produced, kept, or used Hazardous Materials in or about another Owner's Lot being referred to herein as the "Responsible Party"). Each Responsible Party shall comply with, and shall pay all costs incurred in complying with, any Environmental Law then in effect with respect to its Hazardous Materials, including, without the performance of and payment for any environmental cleanup work (which shall mean any cleanup, remediation, removal, construction, alteration, demolition, renovation or installation that is required in connection with Hazardous Materials installed, used, stored, handled or located on a Lot by such Responsible Party in order to comply with any Environmental Law) and the preparation of any closure or other required plans.

- (b) EACH OWNER SHALL AND HEREBY DOES AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS ANY OTHER OWNER AND ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, CONTRACTORS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL, CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, TAXES, COSTS, LIABILITIES, LOSSES AND EXPENSES ARISING AT ANYTIME DURING OR AFTER THE TERM OF THIS DECLARATION AS A RESULT OF OR IN CONNECTION WITH: (I) SUCH OWNER'S BREACH OF ANY COVENANT CONTAINED IN THIS SECTION 9.4; OR (II) THE REMOVAL, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS BROUGHT UPON, GENERATED, PRODUCED, KEPT, OR USED IN OR ABOUT SUCH OWNER'S LOT BY SUCH OWNER OR ANY OF SUCH OWNER'S PERMITEES.

Section 9.5 Remedies. The remedies for breach of any of the restrictions set forth in this Article 9 shall be cumulative, not exclusive, and shall include injunctive relief.

ARTICLE 10 – DEFAULT

Section 10.1 Should any Owner breach any of its obligations hereunder and such breach continue for a period of thirty (30) days after its receipt of written notice (unless a longer or shorter period is expressly provided herein), any other Owner or the Association (the "Curing Party") shall be entitled to cure such breach in addition to all remedies at law or in equity, which shall be cumulative, not exclusive, and shall include injunctive relief, provided that such injured party furnishes prior written notice to the defaulting party, except that no notice is required should the breach create an emergency that interferes with a right granted hereunder. All expenses required to cure the breach shall be paid by the defaulting party within thirty (30) days after receipt of written evidence confirming the payment of such expenses.

Section 10.2 Any sums remaining unpaid hereunder shall accrue interest calculated at twelve percent (12%) per annum or at the highest annual interest rate allowed by law, whichever is less.

Section 10.3 A Curing Party shall have a lien on the property of a defaulting Owner to secure payment of the monetary obligations attributable to such defaulting Owner's property,

except the Association shall have such lien without regard to whether the Association has cured the default. Acceptance of title to part of the Development grants to the Curing Party a power of sale of the aforementioned lien through a trustee designated in writing by the Curing Party. The Curing Party is authorized to enforce the lien as provided in Section 3.7.

Section 10.4 In the event of litigation by reason of this Declaration, the prevailing party in litigation shall be entitled to recover reasonable attorney's fees in addition to all other expenses incurred by such litigation.

Section 10.5 An Owner is permitted to assign its rights under this Declaration to a tenant for a period of time not to exceed the term of the lease between the Owner and such tenant.

ARTICLE 11 – MUTUAL WAIVER OF SUBROGATION RIGHTS

Notwithstanding anything to the contrary contained herein, each Owner and such Owner's Occupants hereby releases the other Owners and such Owners' Occupants and waives claims arising in any manner in its (the "Injured Party's") favor against the other Owners and such Owners' Occupants (including rights of subrogation of any insurer) for loss or damage to the Injured Party's property occurring within or resulting from the use of the Common Areas, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGES IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR SOLE NEGLIGENCE OF THE OTHER OWNER OR SUCH OWNER'S OCCUPANTS, to the extent the loss or damage is of the type covered by insurance carried by or required by this Declaration to be carried by such Injured Party. All insurance policies carried by the Owners (or the Owner's Occupants as allowed herein) shall provide for waivers of any right of subrogation that the insurer of such party may acquire against another party with respect to any insured losses.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

Section 12.1 Amendment. During the Developer Control Period, this Declaration may be amended by Developer with the consent of Developer's lender which will not be unreasonably withheld, conditioned or delayed. Thereafter, this Declaration may be amended by the Owners of a majority of Lots. A written instrument of amendment must be executed and acknowledged by all of the required Owners and recorded in the Official Records of Brazos County, Texas. The lien of any recorded deed of trust or mortgage or deed of trust or mortgage granted or created by an Owner of a Lot is subordinated to this Declaration and any and all amendments and/or restatements of the Declaration and no signature by or consent of any Lienholder is required to effect such subordination. This Declaration may not be terminated, in whole or in part, except with the consent of the Developer (if within the Developer Control Period) and Owners of seventy-five percent (75%) of the Lots, and then only by written instrument duly executed and acknowledged by the Developer (if within the Developer Control Period) and all of the required Owners and recorded in the Official Records of Brazos County, Texas. Notwithstanding anything in this Declaration to the contrary, any amendment which has the effect of reducing the limits of liability or other insurance requirements provided for in Sections 7.1 and 7.2 shall require the prior written consent of the owner of Lot 14 which written consent may be withheld in the sole discretion of the owner of Lot 14 and any such amendment to Sections 7.1 or 7.2 shall be void and without any effect without such prior written consent. The owner of Lot 14 is an intended third party beneficiary of the preceding sentence and shall have the right to enforce the rights and benefits provided for in connection with the preceding sentence.

Section 12.2 No Partnership Created. This Declaration shall not create an association, partnership, joint venture or a principal and agency relationship between any party hereto or their tenants or licensees.

Section 12.3 No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

Section 12.4 Severability. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

Section 12.5 Notices. All notices and approval required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at the last known address of its principal place of business. Date of service of notice or approval shall be the date on which such notice or approval is deposited in the Post Office of the United States Postal Service or any successor governmental agency.

Section 12.6 Matters of Record. All of the provisions hereof are made and accepted subject to any and all encumbrances, reservations, conditions, covenants, easements and restrictions, if any, now of record in the Official Records of Brazos County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use thereof. All liens and encumbrances affecting the Development which are created on or after the date of this Declaration shall be, and shall be made, expressly junior and subordinate to the rights created under this Declaration.

Section 12.7 Duration. Except as otherwise provided herein, the term of this Declaration shall be for a period of sixty-five (65) years ("Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "Extension Period") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Owners of seventy-five percent (75%) of the Lots consent to the termination of this Declaration and deliver to the other Owners in the Development written notice of termination, in which event, the Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect.

Section 12.8 Entire Agreement. This Declaration contains the entire agreement between the parties concerning the subject matter hereof and there are no other terms, expressed or implied, except as contained herein. Any statement, representation or promise made by either party or an agent or employee thereof which is not contained herein shall be null and void.

Section 12.9 Declaration for Exclusive Benefit of Parties. This Declaration is not intended to confer any benefit upon any Person other than an Owner, an Owner's permitted assignee under Section 10.5, the Association or the Developer. No Person other than an Owner, an Owner's permitted assignee under Section 10.5, or the Association shall be entitled to make any claim against any Owner or its property under or by virtue of this Declaration or any provisions hereof.

Section 12.10 Release of Parties; Assumption. If an Owner owning a fee simple interest in a Lot (the "Transferring Party") sells, transfers or otherwise conveys its Lot so that after such conveyance the Transferring Party is no longer, either alone or with other Persons, an Owner (excluding any ground lessee), then such Transferring Party shall be released from all further future liabilities accruing under this Declaration after the date of such transfer.

Section 12.11 Estoppel Certificates. Within ten (10) days of written request of an Owner or the Association, the requested Owner, shall execute, acknowledge, and deliver to the requesting Owner or Association an instrument stating, if the same be true, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses, or counterclaims with respect to the payment of any sums owing hereunder or in the performance of the other terms, covenants, and conditions hereof to be performed, and that as of such date no default has been declared hereunder and such other matters as may be reasonably requested.

Section 12.12 Governing Law. THIS DECLARATION, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY THE LAW OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

Section 12.13 Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever a party to this Declaration is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by that party for any reason or for no reason, whether such discretion is arbitrary, uncontrolled or unreasonable. Any party's exercise of its "sole and absolute discretion" shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise. Except as otherwise expressly provided, whenever in this Declaration, the Developer or the Association has the right to approve or consent to a matter, such approval or consent may be given or withheld in Developer's sole and absolute discretion.

Section 12.14 Removal of Property. At any time and from time to time, Developer shall have the right from time to time and as many times as Developer, in its sole and absolute discretion, determines, without the joinder or consent of the Owners, to remove portions of the Development from all or part of the provisions of this Declaration. The removal shall be accomplished by the filing in the Official Records of Brazos County, Texas an instrument describing the portion of the Development to be removed, thereby freeing such portion of the Development from all or a part of terms of this Declaration, as amended from time to time, as designated in such filing.

Section 12.15 Time of Essence. Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and federal legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or federal legal banking holiday, then that obligation shall be performable the next following regular business day.

Section 12.16 No Obligation to Enforce. The failure by Association or Owner to enforce any provision of this Declaration shall in no event subject Association or Owner to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Association with the right (such right to be exercised at its sole

and absolute discretion), but not the obligation to enforce the terms of this declaration for the benefit of any Owner(s) of any Lot(s) in the Development.

Section 12.17 No Warranty. While the Developer has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Developer makes not warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Developer and the Association harmless therefrom. The Developer shall not be responsible for the acts or omissions of any individual, entity, Association or other Owners.

Section 12.18 Contra Proferentem. This Declaration is not to be construed more or less favorably between the parties by reason of authorship or origin of language.

Section 12.19 No Obligations on Lot 14. Nothing contained in this Declaration is intended to create any obligations or burdens on Lot 14 or the owner of Lot 14.

Section 12.20 No Impact on HEB Parcel. Nothing contained in this Declaration is intended to change the rights and obligations of the owner of the HEB Parcel under the REA or to create any obligations or burdens on the HEB Parcel or the owner of the HEB Parcel.

Section 12.21 Exhibits. All Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference for all purposes.

EXHIBITS:

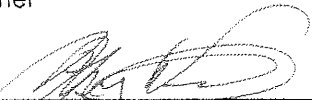
Exhibit A-1:	CSMP Tracts
Exhibit A-2:	Development Drawing
Exhibit A-3:	Detention Area
Exhibits B-1 and B-2:	North Lots
Exhibit C-1:	Area D North

[SIGNATURES ON FOLLOWING PAGE]

CSMP:

**COLLEGE STATION MARKETPLACE,
L.P.**, a Texas limited partnership

By: College Station Marketplace GP, LLC, a
Texas limited liability company, as General
Partner

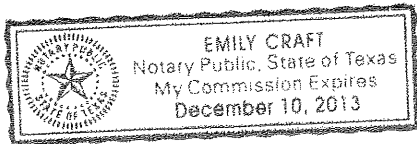
By: 
Name: Andy Weiner
Title: President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 9th day of February, 2011, by
Andy Weiner in the capacity of President on behalf of COLLEGE STATION MARKETPLACE
GP, LLC, a Texas limited liability company, as General Partner of COLLEGE STATION
MARKETPLACE L.P., a Texas limited partnership.





NOTARY PUBLIC, STATE OF TEXAS

CONSENT AND SUBORDINATION OF LENDER

FIRST VICTORIA NATIONAL BANK ("Lender"), owner and holder of certain liens for the benefit of Lender recorded in the Official Records of Brazos County, Texas (collectively, the "Security Instruments") (i) hereby consents to the foregoing Declaration of Supplemental Easements, Covenants and Restrictions ("Declaration") to which this Consent and Subordination of Lender is attached and the imposition of the Declaration on the real property encumbered by the Security Instruments; and (ii) confirms that from and after this date, the provisions of the Declaration will be superior to all liens in favor of Lender and Lender's rights under the Security Instruments.

LENDER:

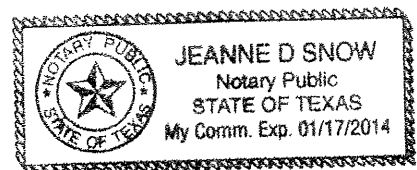
FIRST VICTORIA NATIONAL BANK

By: [Signature]
Name: Timothy C. Jones
Title: SVP.

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the 16th day of February, 2011 by Timothy C Jones, SVP of FIRST VICTORIA NATIONAL BANK, a national banking association, on behalf of said association.

[Signature]
Notary Public, State of Texas



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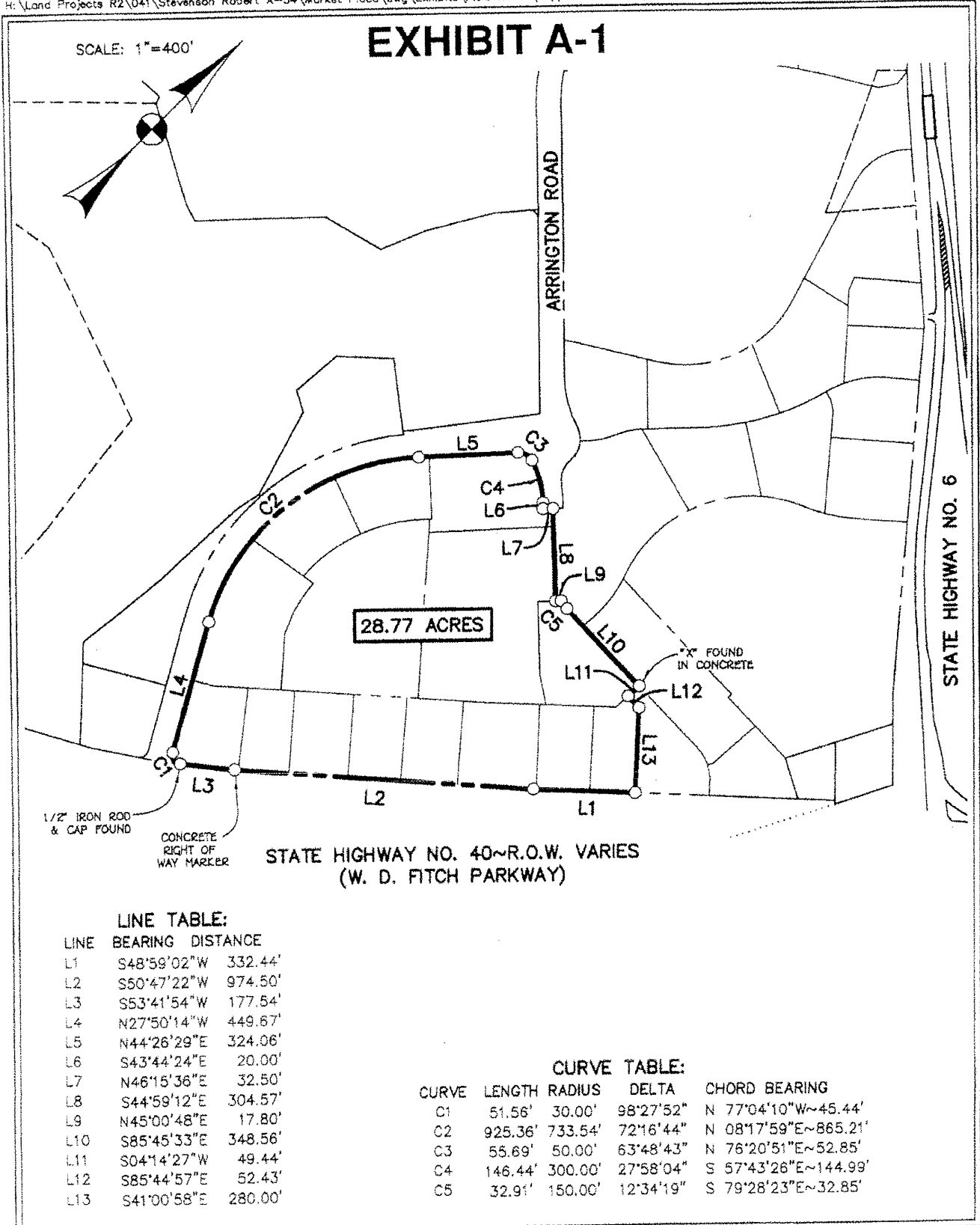


Exhibit A-1 - 28.77 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 28.77 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, A-54, College Station, Brazos County, Texas, and being part of the 89.42 acre - Tract One, and all of the 4.65 acre - Tract Three described in the deed from Timothy J. Crowley to College Station Market Place, L.P., recorded in Volume 8274, Page 111, of the Official Records of Brazos County, Texas, and said 28.77 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found marking the south corner of Lot 14, Block 3, Tower Point Subdivision, Phase 4, according to the plat recorded in Volume 9699, Page 156, of the Official Records of Brazos County, Texas, said ½" iron rod also lying in the northwest right-of-way line of State Highway No. 40;

THENCE along the northwest right-of-way line of the beforementioned State Highway No. 40, as follows:

S 48° 59' 02" W for a distance of 332.44 feet, a concrete right-of-way marker bears S 48° 43' W - 0.25 feet,
S 50° 47' 22" W for a distance of 974.50 feet to a concrete right-of-way marker found,
S 53° 41' 54" W for a distance of 177.54 feet to a ½" iron rod found marking the most southerly east corner of Arrington Road - 80' wide right-of-way, as shown on the Right-of-way Dedication, Arrington Road and 80' Decatur Drive, according to the plat recorded in Volume 7800, Page 12, of the Official Records of Brazos County, Texas, said ½" Iron rod also being the beginning of a transition curve, concave to the north, having a radius of 30.00 feet;

THENCE along the east and northeast right-of-way line of Arrington Road, as follows:

Westerly along said curve, for an arc length of 51.56 feet to a ½" iron rod found marking the end of this transition curve, the chord bears N 77° 04' 10" W - 45.44 feet,
N 27° 50' 14" W for a distance of 449.67 feet to a ½" iron rod found marking the beginning of a curve, concave to the east, having a radius of 733.54 feet,
Northerly along said curve, for an arc length of 925.36 feet to a ½" iron rod found marking the end of this curve, the chord bears N 08° 17' 59" E - 865.21 feet,
N 44° 26' 29" E for a distance of 324.06 feet to a ½" iron rod found marking the beginning of a transition curve, concave to the (transitioning around a turnabout), having a radius of 50.00 feet,
Northeasterly along said curve, for an arc length of 55.69 feet, To a ½" iron rod found marking the beginning of a compound curve, concave to the south, having a radius of 300.00 feet, the chord bears N 76° 20' 51" E - 52.85 feet,
Easterly along said curve, for an arc length of 146.44 feet to a ½" iron rod found marking the end of this curve, the chord bears S 57° 43' 26" E - 144.99 feet,
S 43° 44' 24" E for a distance of 20.00 feet to a ½" iron rod found,

Exhibit A-1 - 28.77 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2

N 46° 15' 36" E for a distance of 32.50 feet to a 60d nail set;

THENCE S 44° 59' 12" E for a distance of 304.57 feet to a 60d nail set in the northwest line of Lot 28, Block 3 - 1.68 acres, according to the plat recorded in Volume 9699, Page 155, of the Official Records of Brazos County, Texas;

THENCE N 45° 00' 48" E for a distance of 17.80 feet to a 60d nail found marking the northwest corner of the beforementioned Lot 28, Block 3, same being the beginning of a curve, concave to the north, having a radius of 150.00 feet;

THENCE along the north line of the beforementioned Lot 28, Block 3, as follows:

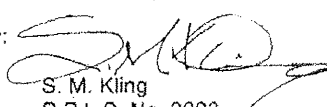
Easterly along said curve, for an arc length of 32.91 feet to a 60d nail found marking the end of this curve, the chord bears S 79° 28' 23" E - 32.85 feet,
S 85° 45' 33" E for a distance of 348.56 feet to an "X" found in concrete marking the common corner between the said Lot 28, Block 3, and the beforementioned Lot 14, Block 3;

THENCE S 04° 14' 27" W along the common line between the beforementioned Lot 28, Block 3 and Lot 14, Block 3, for a distance of 49.44 feet;

THENCE along the southwest lines of the beforementioned Lot 14, Block 3, as follows:

S 85° 44' 57" E for a distance of 52.43 feet to a 1/2" iron rod found,
S 41° 00' 58" E for a distance of 280.00 feet to the **PLACE OF BEGINNING**, containing 28.77 acres of land, more or less.



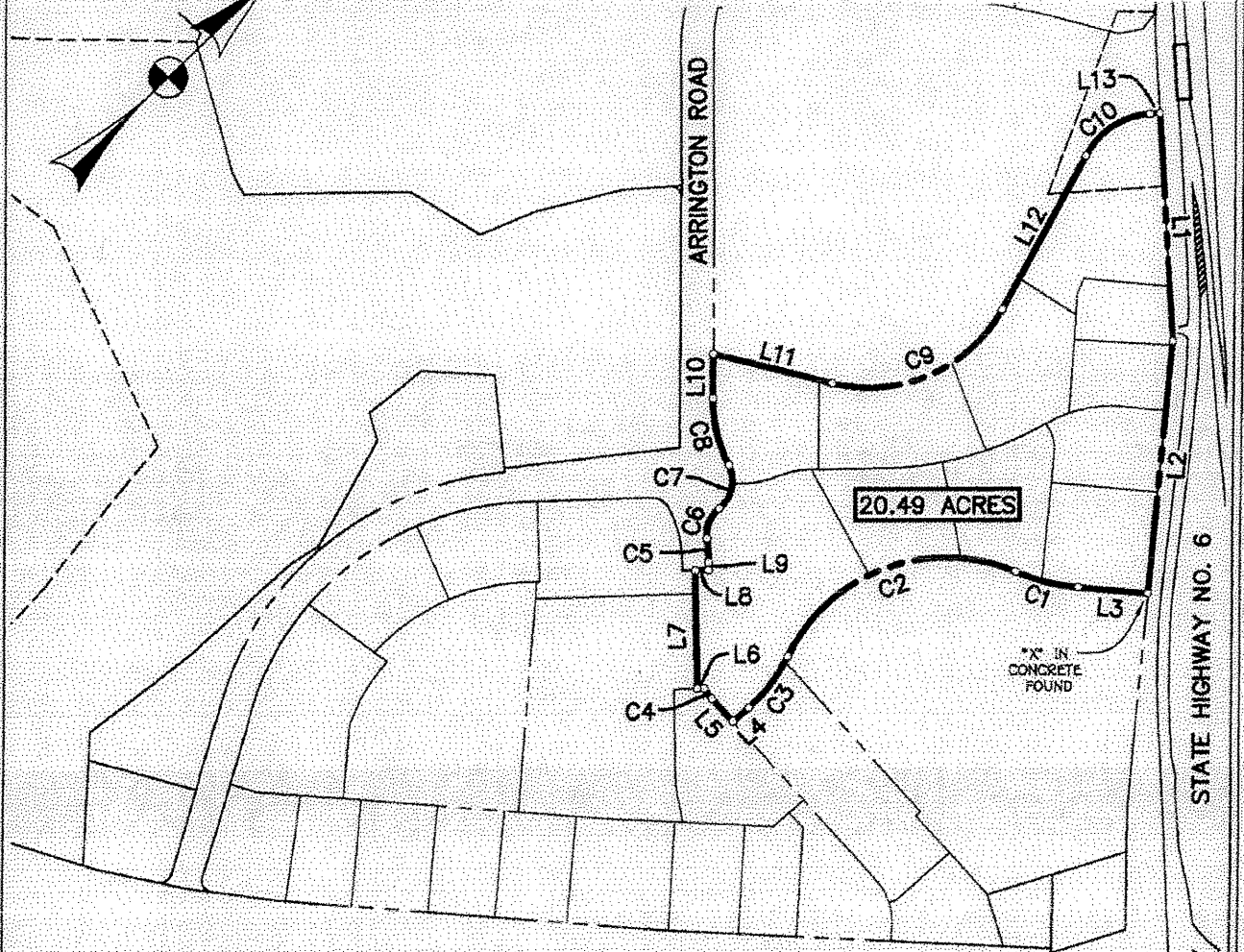
Surveyed: February, 2011
By: 
S. M. Kling
R.P.L.S. No. 2003

Prepared 02/02/11
kas11-dvd1 Tower Point A-1 - 28.77ac.wpd

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SCALE: 1"=400'

EXHIBIT A-1 (Continued)



STATE HIGHWAY NO. 40~R.O.W. VARIES
 (W. D. FITCH PARKWAY)

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S47°19'17"E	587.62'
L2	S38°33'26"E	651.67'
L3	S51°26'34"W	182.22'
L4	S04°14'27"W	53.00'
L5	N85°45'33"W	79.05'
L6	S45°00'48"W	17.80'
L7	N44°59'12"W	304.57'
L8	N46°15'36"E	32.50'
L9	N43°44'24"W	20.90'
L10	N43°45'05"W	115.32'
L11	N60°34'18"E	312.05'
L12	N15°46'35"W	448.00'
L13	N42°40'43"E	27.13'

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	164.06'	514.00'	18°17'14"	S 60°35'11"W~163.36'
C2	683.18'	443.00'	88°21'33"	S 25°33'02"W~617.46'
C3	165.25'	414.00'	22°52'12"	S 07°11'39"E~164.16'
C4	32.91'	150.00'	12°34'19"	N 79°28'23"W~32.85'
C5	61.71'	437.00'	8°05'28"	N 47°47'48"W~61.66'
C6	85.90'	84.00'	58°35'22"	N 22°32'52"W~82.20'
C7	122.76'	91.00'	77°17'34"	N 31°53'58"W~113.66'
C8	179.58'	384.00'	26°47'39"	N 57°08'55"W~177.94'
C9	506.36'	380.00'	76°20'53"	N 22°23'52"E~469.72'
C10	204.05'	200.00'	58°27'18"	N 13°27'04"E~195.31'

Exhibit A-1 Continued - 20.49 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 20.49 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, A-54, College Station, Brazos County, Texas, and being part of the 89.42 acre - Tract One, described in the deed from Timothy J. Crowley to College Station Market Place, L.P., recorded in Volume 8274, Page 111, of the Official Records of Brazos County, Texas, and said 20.49 acre tract being more particularly described as follows:

BEGINNING at an "X" found in concrete at the north corner of Lot 12, Block 3, Tower Point Subdivision, Phase 3, according to the plat recorded in Volume 9497, Page 120, of the Official Records of Brazos County, Texas, said "X" also lying in the southwest right-of-way line of State Highway No. 6;

THENCE along the northwest line of the beforementioned Lot 12, Block 3, same being the southeast line of a 40' wide and 28' wide private access and public utility easement as follows:

- S 51° 26' 34" W for a distance of 182.22 feet to a ½" iron rod found at the beginning of a curve, concave to the northwest, having a radius of 514.00 feet,
Southwesterly along said curve, for an arc length of 164.06 feet a ½" iron rod marking the beginning of a reverse curve, concave to the southeast having a radius 443.00 feet, the chord bears S 60° 35' 11" W - 163.36 feet,
Southwesterly along said curve for an arc length of 683.18 feet to a ½" iron rod marking the beginning of a reverse curve, concave to the west, having a radius of 414.00 feet, the chord bears S 25° 33' 02" W - 617.46 feet,
Southerly along said curve, for an arc length of 165.25 feet, the chord bears S 07° 11' 39" E - 164.16 feet,
S 04° 14' 27" W for a distance of 53.00 feet and corner in the north line of Lot 28, Block 3, according to the final plat of Lot 28, Block 3, Phase 3, Tower Point Subdivision, recorded in Volume 9699, Page 155, of the Official Records of Brazos County, Texas;

THENCE along the north and northwest lines of the beforementioned Lot 28, Block 3 - 1.68 acres, as follows:

- N 85° 45' 33" W for a distance of 79.05 feet to the beginning of a curve, concave to the north having a radius of 150.00 feet,
Westerly along said curve, for an arc length of 32.91 feet to the northwest corner of said Lot 28, Block 3, the chord bears N 79° 28' 23" W - 32.85 feet,
S 45° 00' 48" W for a distance of 17.80 feet to a ½" iron rod;

THENCE N 44° 59' 12" W for a distance of 304.57 feet and corner in the northwest line of the beforementioned 89.42 acre tract, same being the southeast stubout of the Arrington Road turnabout;

THENCE along the east and northeast right-of-way line of Arrington Road as shown on the plat of Arrington Road - 80' wide right-of-way, as shown on the Right-of-way Dedication, Arrington Road and 80' Decatur Drive, according to the plat recorded in Volume 7800, Page 12, of the Official Records of Brazos County, Texas as follows:

- N 46° 15' 36" E for a distance of 32.50 feet to a ½" iron rod found marking the most easterly corner of Arrington Road right-of-way,

Exhibit A-1 Continued - 20.49 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2

N 43° 44' 24" W for a distance of 20.90 feet to a ½" iron rod found marking the beginning of a curve, concave to the southwest having a radius of 437.00 feet,
Northwesterly along said curve, for an arc length of 61.71 feet to a ½" iron rod found marking the beginning of a reverse curve, concave to the northeast, having a radius of 84.00 feet, the chord bears N 47° 47' 48" W - 61.66 feet,
Northwesterly along said curve, for an arc length of 85.90 feet to a ½" iron rod found marking the beginning of a reverse curve, concave to the southwest, having a radius of 91.00 feet, the chord bears N 22° 32' 52" W - 82.20 feet,
Northwesterly along said curve, for an arc length of 122.76 feet, to a ½" iron rod found marking the beginning of a reverse curve, concave to the northeast, having a radius of 384.00 feet, the chord bears N 31° 53' 58" W - 113.66 feet,
Northwesterly along said curve, for an arc length of 179.58 feet to a ½" iron rod found marking the end of this curve, the chord bears N 57° 08' 55" W - 177.94 feet,
N 43° 45' 05" W for a distance of 115.32 feet to the south corner of the proposed detention pond;

THENCE along the east line of the proposed detention pond, as follows:

N 60° 34' 18" E for a distance of 312.05 feet to a ½" iron rod found marking the beginning of a curve, concave to the northwest, having a radius of 380.00 feet,
Northerly along said curve, for an arc length of 506.36 feet to a ½" iron rod found marking the end of this curve, the chord bears N 22° 23' 52" E - 469.72 feet,
N 15° 46' 35" W for a distance of 448.00 feet to a ½" iron rod found marking the beginning of a curve, concave to the east, having a radius of 200.00 feet,
Northerly along said curve, for an arc length of 204.05 feet to a ½" iron rod found marking the end of this curve, the chord bears N 13° 27' 04" E - 195.31 feet,
N 42° 40' 43" E for a distance of 27.13 feet to a ½" iron rod found in the southwest right-of-way line of State Highway No. 6;

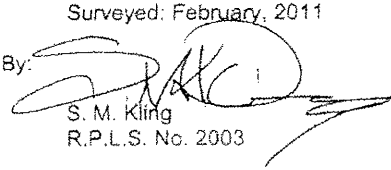
THENCE along the southwest right-of-way line of the beforementioned State Highway No. 6, as follows:

S 47° 19' 17" E for a distance of 587.62 feet to a ½" iron rod found,
S 38° 33' 26" E for a distance of 651.67 feet to the **PLACE OF BEGINNING**, containing 20.49 acres of land, more or less.



Surveyed: February, 2011

By:

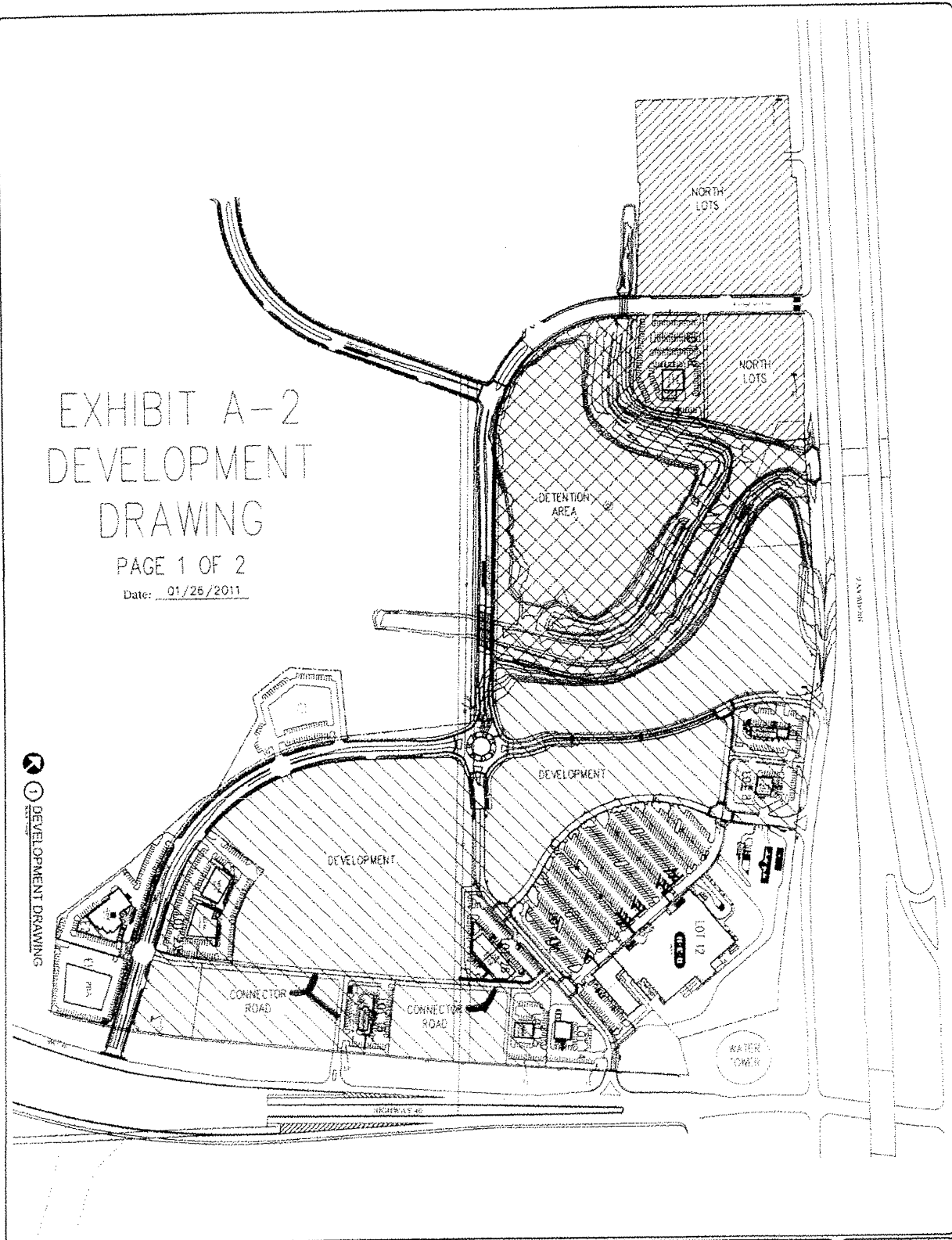

S. M. Kling
R.P.L.S. No. 2003

Prepared 02/03/11
kes11-cvdtTower Point A-1 Continued - 20.49ac.wpd

EXHIBIT A-2 DEVELOPMENT DRAWING

PAGE 1 OF 2

Date: 01/26/2011



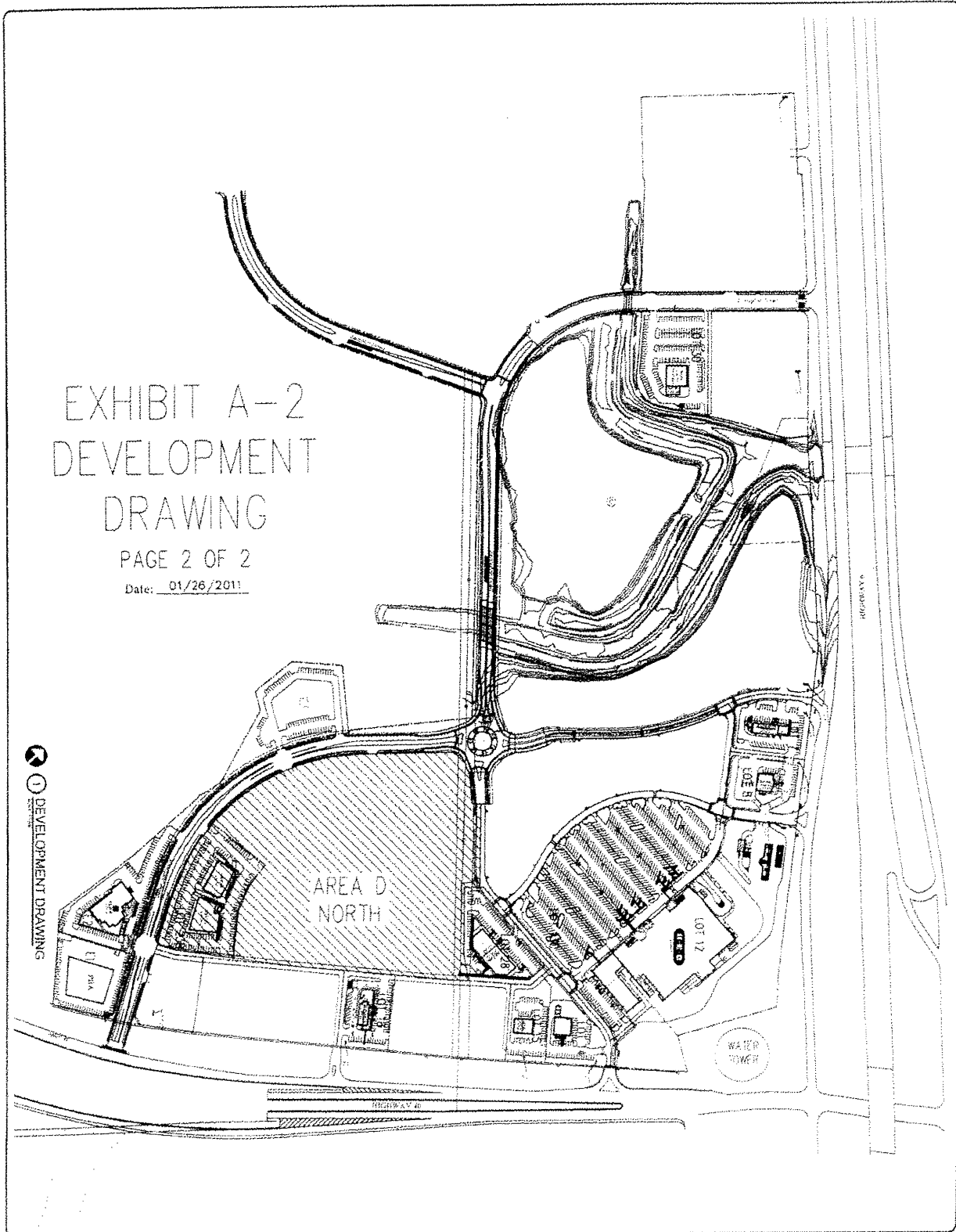
1 DEVELOPMENT DRAWINGS

<p>DEVELOPMENT DRAWING</p> <p>TOWER POINT S.C. STATE HIGHWAY 8 AT HWY. 40 COLLEGE STATION, TEXAS</p>		<p>CDA Architects</p> <p>4200 Cornerstone Village Dr. Houston, Texas 77056 Tel: 281-410-1211 Fax: 281-410-1212</p>		
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1092

EXHIBIT A-2 DEVELOPMENT DRAWING

PAGE 2 OF 2
Date: 01/26/2011



DEVELOPMENT DRAWING

DEVELOPMENT DRAWING		CDA Architects			
EX-AZ	TOWER POINT S.C. STATE HIGHWAY 6 AT HWY. 40 COLLEGE STATION, TEXAS	1000 College Street, Suite 200 College Station, Texas 77840 Tel: 979.768.7700			

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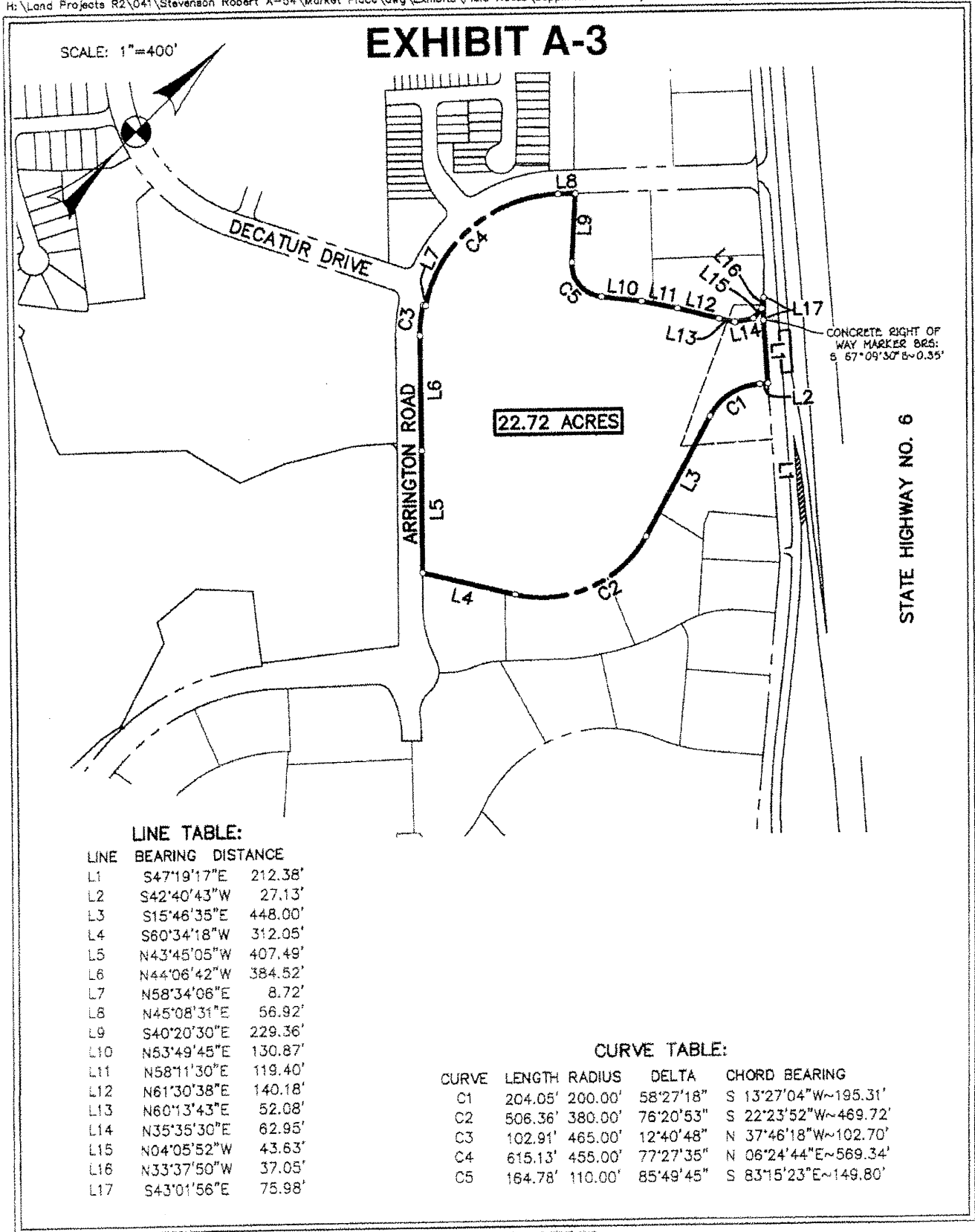


EXHIBIT A-3

SCALE: 1"=400'

22.72 ACRES

CONCRETE RIGHT OF WAY MARKER BR5: S 67°09'30"E ~ 0.35'

STATE HIGHWAY NO. 6

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S47°19'17"E	212.38'
L2	S42°40'43"W	27.13'
L3	S15°46'35"E	448.00'
L4	S60°34'18"W	312.05'
L5	N43°45'05"W	407.49'
L6	N44°06'42"W	384.52'
L7	N58°34'06"E	8.72'
L8	N45°08'31"E	56.92'
L9	S40°20'30"E	229.36'
L10	N53°49'45"E	130.87'
L11	N58°11'30"E	119.40'
L12	N61°30'38"E	140.18'
L13	N60°13'43"E	52.08'
L14	N35°35'30"E	62.95'
L15	N04°05'52"W	43.63'
L16	N33°37'50"W	37.05'
L17	S43°01'56"E	75.98'

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	204.05'	200.00'	58°27'18"	S 13°27'04"W ~ 195.31'
C2	506.36'	380.00'	76°20'53"	S 22°23'52"W ~ 469.72'
C3	102.91'	465.00'	12°40'48"	N 37°46'18"W ~ 102.70'
C4	615.13'	455.00'	77°27'35"	N 06°24'44"E ~ 569.34'
C5	164.78'	110.00'	85°49'45"	S 83°15'23"E ~ 149.80'

Exhibit A-3 - 22.72 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 22.72 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, A-54, College Station, Brazos County, Texas, and being part of the 89.42 acre - Tract One, described in the deed from Timothy J. Crowley to College Station Market Place, L.P., recorded in Volume 8274, Page 111, of the Official Records of Brazos County, Texas, and part of the 5.643 acre - Tract 1, described in the deed from Spring Creek CS Development, Ltd., to College Station Market Place, L.P., recorded in Volume 6647, Page 207, of the Official Records of Brazos County, Texas, and said 22.72 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found marking the common corner between the beforementioned 89.42 acre - Tract One and the 5.463 acre - Tract 1, said ½" iron rod also being in the southeast right-of-way line of Arrington Road - 80' wide right-of-way, as shown on the Right-of-way Dedication, Arrington Road and 80' Decatur Drive, according to the plat recorded in Volume 7800, Page 12, of the Official Records of Brazos County, Texas;

THENCE S 40° 20' 30" E along the common line between the beforementioned 89.42 acre tract and the 5.643 acre tract, for a distance of 229.36 feet, to a ½" iron rod found marking the beginning of a curve, concave to the north, having a radius of 110.00 feet;

THENCE through and across the beforementioned 5.643 acre tract, as follows:

Easterly along said curve, for an arc length of 164.78 feet to the end of this curve, the chord bears S 83° 15' 23" E - 149.80 feet,
N 53° 49' 45" E for a distance of 130.87 feet to a ½" iron rod found,
N 58° 11' 30" E for a distance of 119.40 feet to a ½" iron rod found,
N 61° 30' 38" E for a distance of 140.18 feet to a ½" iron rod found,
N 60° 13' 43" E for a distance of 52.08 feet to a ½" iron rod found,
N 35° 35' 30" E for a distance of 62.95 feet to a ½" iron rod found,
N 04° 05' 52" W for a distance of 43.63 feet to a ½" iron rod found,
N 33° 37' 50" W for a distance of 37.05 feet to a ½" iron rod found in the southwest right-of-way line of State Highway No. 6;

THENCE along the southwest right-of-way line of the beforementioned State Highway No. 6, as follows:

S 43° 01' 56" E for a distance of 75.98 feet from which a concrete right-of-way marker found bears S 67° 09' 30" E - 0.35 feet,
S 47° 19' 17" E for a distance of 212.38 feet to a ½" iron rod found;

THENCE along the east line of the proposed detention pond, as follows:

Exhibit A-3 - 22.72 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2


S 42° 40' 43" W for a distance of 27.13 feet to a ½" iron rod found marking the beginning of a curve, concave to the east, having a radius of 200.00 feet,
Southerly along said curve, for an arc length of 204.05 feet to a ½" iron rod found marking the end of this curve, the chord bears S 13° 27' 04" W - 195.31 feet,
S 15° 46' 35" E for a distance of 448.00 feet to a ½" iron rod found marking the beginning of a curve, concave to the northwest, having a radius of 380.00 feet,
Southerly along said curve, for an arc length of 506.36 feet to a ½" iron rod found marking the end of this curve, the chord bears S 22° 23' 52" W - 469.72 feet,
S 60° 34' 18" W for a distance of 312.05 feet and corner in the northeast right-of-way line of the beforementioned Arrington Road;

THENCE along the northeast right-of-way line of the beforementioned Arrington Road, as follows:

N 43° 45' 05" W for a distance of 407.49 feet,
N 44° 06' 42" W for a distance of 384.52 feet to a ½" iron rod found marking the beginning of a curve, concave to the northeast, having a radius of 465.00 feet,
Northwesterly along said curve, for an arc length of 102.91 feet to a ½" iron rod found marking the end of this curve, the chord bears N 37° 46' 18" W - 102.70 feet,
N 58° 34' 06" E for a distance of 8.72 feet to a ½" iron rod found marking the beginning of a curve, concave to the east, having a radius of 455.00 feet,
Northerly along said curve, for an arc length of 615.13 feet to a ½" iron rod found marking the end of this curve, the chord bears N 06° 24' 44" E - 569.34 feet,
N 45° 08' 31" E for a distance of 56.92 feet to the **PLACE OF BEGINNING**, containing 22.72 acres of land, more or less.



Surveyed: February, 2011

By: 
S. M. Kling
R.P.L.S. No. 2003

Prepared 02/02/11
ksa11-dvd:Tower Point A-3 - 22.72ac.wpd

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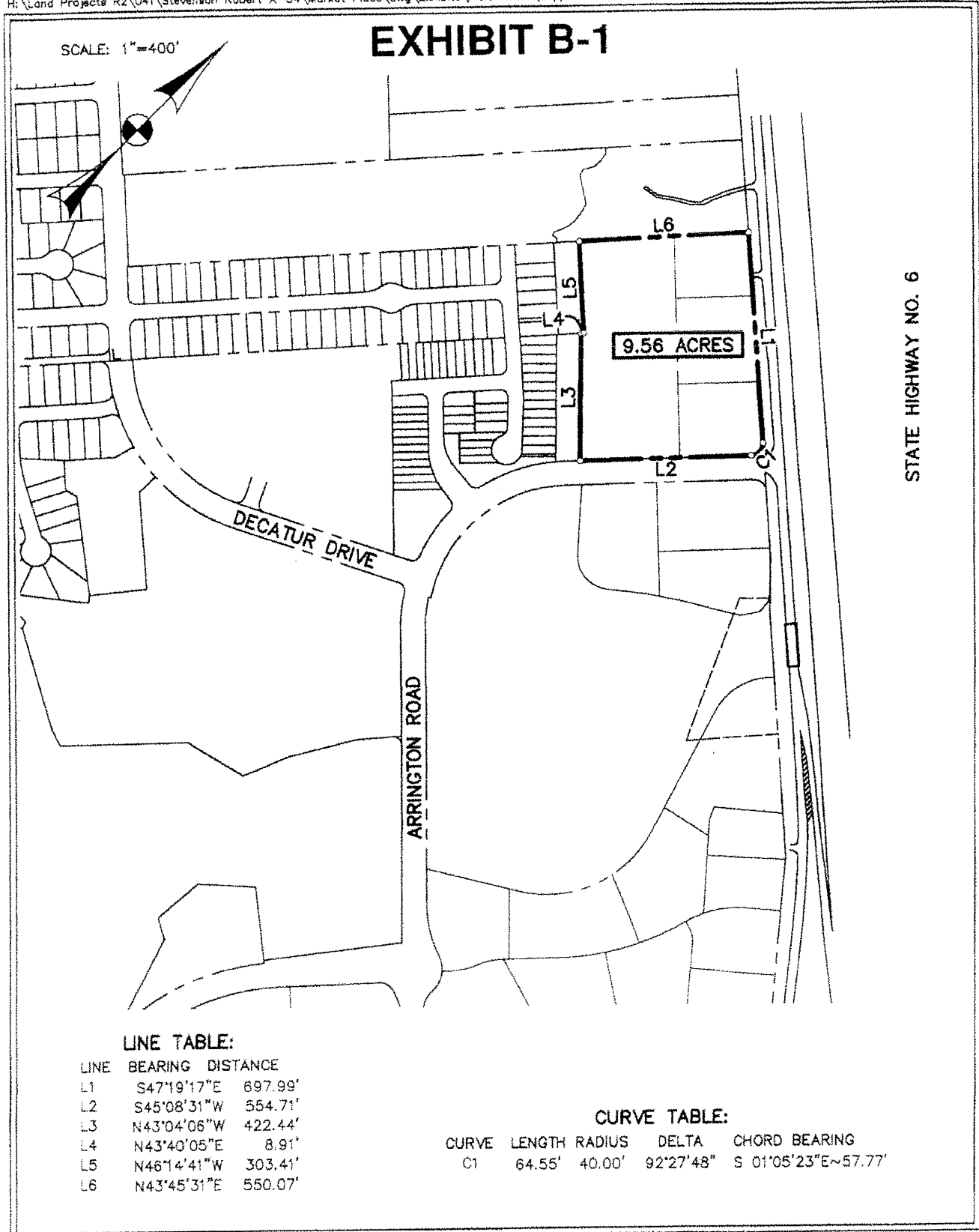


Exhibit B-1 - 9.56 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 9.56 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being all of the called 5.711 Acre - Tract 2 and all of the called 3.838 acre - Tract 3 described in the deed from Spring Creek CS Development, Ltd. to College Station Marketplace, L.P. as recorded in Volume 6647, Page 207, of the Official Records of Brazos County, Texas, and said 9.56 acre tract being more particularly described as follows:

BEGINNING at the 1/2" iron rod set at the west corner of the beforementioned 3.838 acre tract, same being the north corner of the called 1.36 acre tract, described in Volume 8437, Page 03, of the Official Records of Brazos County, Texas, and being in the southeast line of the K. S. Moss Capital Corp - called 14.28 acre tract described in Volume 2763, Page 147, of the Official Records of Brazos County, Texas;

THENCE N 43° 45' 31" E along the northwest line of the beforementioned 3.838 acre tract, partially adjacent to a fence, at a distance of 61.7 feet, pass a 2" metal pipe post fence corner, continue on, at a distance of 223.2 feet, pass a 2" metal pipe post fence corner, continue on, leaving said fence, at a distance of 536.50 feet, pass a 5/8" iron rod found at a 2" iron pipe post fence corner, continue on, for a total distance of 550.07 feet to a 1/2" iron rod set at the north corner of the 3.838 acre tract, same being the east corner of the 14.28 acre tract in the southwest right-of-way line of State Highway No. 6;

THENCE S 47° 19' 17" E along the southwest right-of-way line of State Highway No. 6, (right-of-way width varies) partially adjacent to a fence, for a distance of 697.99 feet to a 1/2" iron rod set at the beginning of a transition curve to Arrington Road, concave to the west, having a radius of 40.00 feet;

THENCE along the northwest right-of-way line of Arrington Road (80' wide right-of-way, see Volume 7800, Page 12, of the Official Records of Brazos County, Texas), as follows:

Southeasterly and Southwesterly along said transition curve, for an arc length of 64.55 feet to a lead plug and tack set in concrete sidewalk at the end of this curve, the chord bears S 01° 05' 23" E - 57.77 feet,
S 45° 08' 31" W for a distance of 554.71 feet to a lead plug and tack set in concrete sidewalk at the south corner of the 5.711 acre tract, same being the east corner of the beforementioned 1.36 acre tract;

THENCE along the southwest line of the beforementioned 5.711 acre and 3.838 acre tracts, same being the northeast line of the beforementioned 1.36 acre tract, as follows:

N 43° 04' 06" W for a distance of 422.44 feet to a 1/2" iron rod set,
N 43° 40' 05" E for a distance of 8.91 feet to a 1/2" iron rod set,
N 46° 14' 41" W for a distance of 303.41 feet to the **PLACE OF BEGINNING**, containing 9.56 acres of land, more or less.

Surveyed: February, 2011

By: 
S. M. Kling
R.P.L.S. No. 2003



Prepared 02/02/11
kes11-jvd:\Tower Point B-1 - 9.56ac.wpd

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EXHIBIT B-2

SCALE: 1"=400'



STATE HIGHWAY NO. 6

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S47°19'17"E	203.39'
L2	S43°01'56"E	124.58'
L3	S33°37'50"E	37.05'
L4	S04°05'52"E	43.63'
L5	S35°35'30"W	62.95'
L6	S60°13'43"W	52.08'
L7	S61°30'38"W	140.18'
L8	S58°11'30"W	119.40'
L9	S53°49'45"W	130.87'
L10	N40°20'30"W	229.36'
L11	N45°08'31"E	558.50'

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	164.78'	110.00'	85°49'45"	N 83°15'23"W~149.80'
C2	61.11'	40.00'	87°32'12"	N 88°54'37"E~55.34'

Exhibit B-2 - 5.44 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 5.44 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 5.643 acre - Tract 1, described in the deed from Spring Creek CS Development, Ltd., to College Station Market Place, L.P., according to the deed recorded in Volume 6647, Page 207, of the Official Records of Brazos County, Texas, and said 5.44 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found marking the intersection of the southwest line of the beforementioned 5.643 acre tract with the southeast right-of-way line of Arrington Road - 80' wide right-of-way, according to the plat recorded in Volume 7800, Page 12, of the Official Records of Brazos County, Texas, the west corner of the said 5.643 acre tract bears N 40° 20' 30" W - 10.00 feet;

THENCE N 45° 08' 31" E along the southeast right-of-way line of the beforementioned Arrington Road - 80' wide right-of-way, for a distance of 558.50 feet to a ½" iron rod found marking the transition curve from Arrington Road to State Highway No. 6, said curve being concave to the south, having a radius of 40.00 feet;

THENCE Easterly along the beforementioned transition curve, for an arc length of 61.11 feet to a ½" iron rod found marking the end of this transition curve, in the southwest right-of-way line of State Highway No. 6, the chord bears N 88° 54' 37" E - 55.34 feet;

THENCE along the southwest right-of-way line of State Highway No. 6, as follows:

S 47° 19' 17" E for a distance of 203.39 feet to a ½" iron rod found,
S 43° 01' 56" E for a distance of 124.58 feet to a ½" iron rod set;

THENCE S 33° 37' 50" E for a distance of 37.05 feet to a ½" iron rod set;

THENCE S 04° 05' 52" E for a distance of 43.63 feet to a ½" iron rod set;

THENCE S 35° 35' 30" W for a distance of 62.95 feet to a ½" iron rod set;

THENCE S 60° 13' 43" W for a distance of 52.08 feet to a ½" iron rod set;

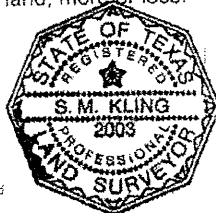
THENCE S 61° 30' 38" W for a distance of 140.18 feet to a ½" iron rod set;

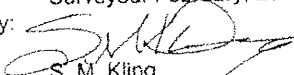
THENCE S 58° 11' 30" W for a distance of 119.40 feet to a ½" iron rod set;

THENCE S 53° 49' 45" W for a distance of 130.87 feet to a ½" iron rod set at the beginning of a curve, concave to the north, having a radius of 110.00 feet;

THENCE Westerly along said curve, for an arc length of 164.78 feet to a ½" iron rod found marking the original end of the curve for the beforementioned 5.643 acre tract, the chord bears N 83° 15' 23" W - 149.80 feet;

THENCE N 40° 20' 30" W along the southwest line of the beforementioned 5.643 acre tract, for a distance of 229.38 feet to the **PLACE OF BEGINNING**, containing 5.44 acres of land, more or less.



Surveyed: February, 2011
By: 
S. M. Kling
R.P.L.S. No. 2003

Prepared 02/02/11
krs11-dvd\Tower Point B-2 - 5.44ac.wpd

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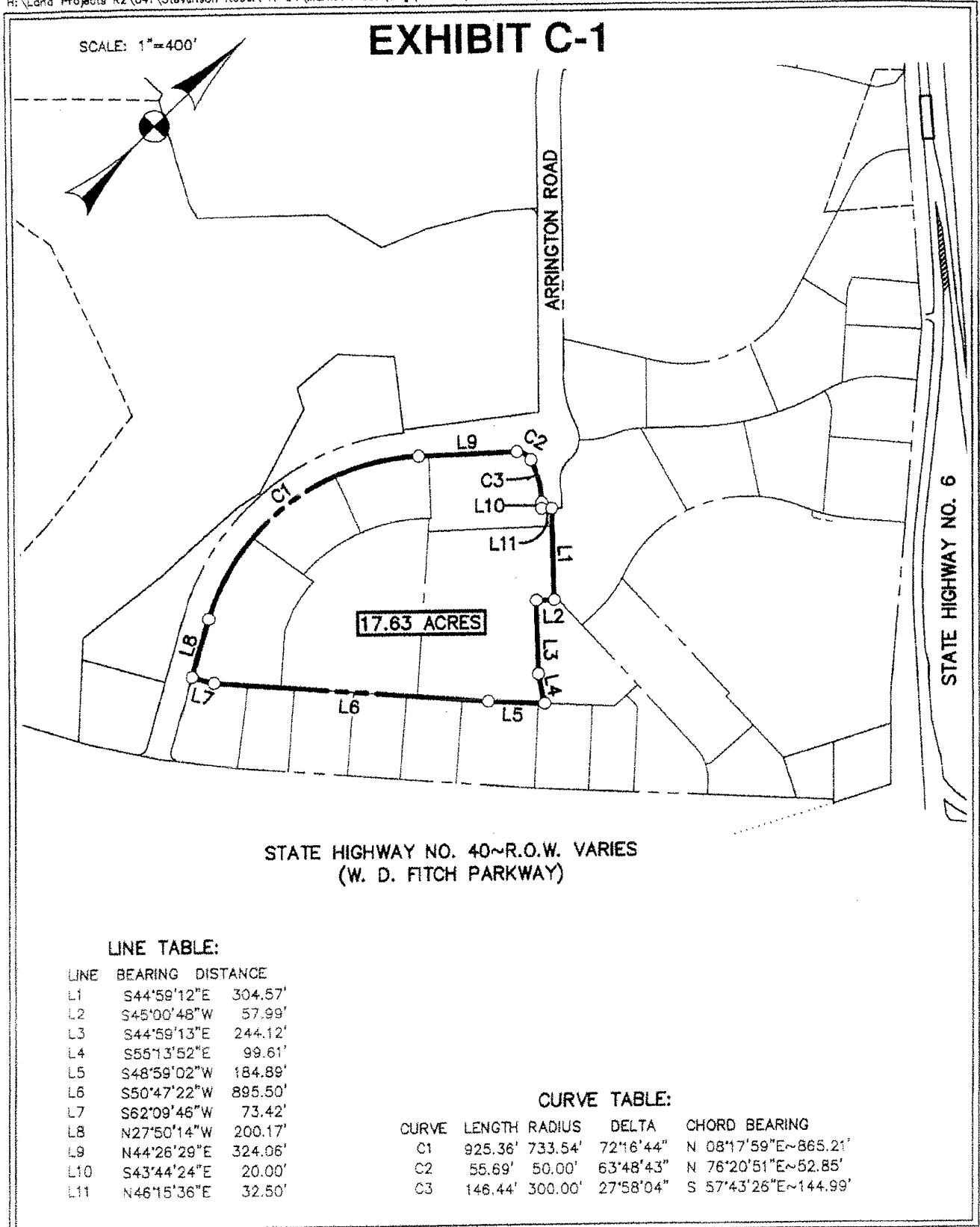


Exhibit C-1 - 17.63 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 17.63 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, A-54, College Station, Brazos County, Texas, and being part of the 89.42 acre - Tract One, and all of the 4.65 acre - Tract Three described in the deed from Timothy J. Crowley to College Station Market Place, L.P., recorded in Volume 8274, Page 111, of the Official Records of Brazos County, Texas, and said 17.63 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found marking the west corner of Lot 28, Block 3, Tower Point Subdivision, Phase 3, according to the plat recorded in Volume 9699, Page 155, of the Official Records of Brazos County, Texas;

THENCE along the southwest line of the beforementioned Lot 28, Block 3, as follows:

S 44° 59' 13" E for a distance of 244.12 feet to a ½" iron rod found,
S 55° 13' 52" E for a distance of 99.61 feet to a ½" iron rod found marking the south corner of said Lot 28, Block 3;

THENCE along the centerline of a proposed 40' wide private access easement and public utility easement, as follows:

S 48° 59' 02" W for a distance of 184.89 feet,
S 50° 47' 22" W for a distance of 895.50 feet,
S 62° 09' 46" W for a distance of 73.42 feet to a ½" iron rod found in the east right-of-way line of Arrington Road according to the Arrington Road - 80' wide right-of-way, as shown on the Right-of-way Dedication, Arrington Road and 80' Decatur Drive, according to the plat recorded in Volume 7800, Page 12, of the Official Records of Brazos County, Texas;

THENCE along the east and northeast right-of-way lines of Arrington Road, as follows:

N 27° 50' 14" W at a distance of 23.16 feet pass the common corner between the beforementioned 89.42 acre tract and the 4.65 acre tract, continue on, for a total distance of 200.17 feet to a ½" iron rod found marking the beginning of a curve, concave to the east, having a radius of 733.54 feet,
Northerly along said curve, for an arc length of 925.36 feet to a ½" iron rod found marking the end of this curve, the chord bears N 08° 17' 59" E - 865.21 feet,
N 44° 26' 29" E for a distance of 324.06 feet to a ½" iron rod found marking the beginning of a transition curve, concave to the (transitioning around a turnabout), having a radius of 50.00 feet,
Northeasterly along said curve, for an arc length of 55.69 feet, To a ½" iron rod found marking the beginning of a compound curve, concave to the south, having a radius of 300.00 feet, the chord bears N 76° 20' 51" E - 52.85 feet.

Exhibit C-1 - 17.63 Acres
Tower Point
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2

Easterly along said curve, for an arc length of 146.44 feet to a ½" iron rod found marking the end of this curve, the chord bears S 57° 43' 26" E - 144.99 feet,
S 43° 44' 24" E for a distance of 20.00 feet to a ½" iron rod found,
N 46° 15' 36" E for a distance of 32.50 feet to a 60d nail set;

THENCE S 44° 59' 12" E for a distance of 304.57 feet to a 60d nail set in the northwest line of the beforementioned Lot 28, Block 3;

THENCE S 45° 00' 48" W along the northwest line of the beforementioned Lot 28, Block 3, for a distance of 57.99 feet to the **PLACE OF BEGINNING**, containing 17.63 acres of land, more or less.



Surveyed: February, 2011

By:

A handwritten signature in black ink, appearing to read "S. M. Kling", written over a horizontal line.

S. M. Kling
R.P.L.S. No. 2003

Prepared 02/02/11
kes11-dvd\Tower Point C-1 - 17.63ac.wpd

PREPARED IN THE LAW OFFICE OF:

THE ELLISON FIRM
P.O. BOX 10103
COLLEGE STATION, TX 77842-0103

RETURN TO:

THE ELLISON FIRM
P.O. BOX 10103
COLLEGE STATION, TX 77842-0103

File No. 6001.001

Filed for Record in:
BRAZOS COUNTY

On: Feb 16, 2011 at 10:48A

As a
Recording

Document Number: 01084017

Amount 200.00

Receipt Number - 407296
By,

Betty King

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Feb 16, 2011

HONORABLE KAREN McQUEEN, COUNTY CLERK
BRAZOS COUNTY