

**CSISD / DWS Development, Inc.
Joint Development Agreement
Agenda Item and Resolution**

Agenda Item:

Consider approval of the terms of and enter a joint development agreement between College Station Independent School District and DWS Development, Inc., to facilitate the construction of a sewer line serving District property located off of Holleman Drive in College Station, Texas.

Motion and Resolution:

On motion made and seconded, it is hereby resolved that:

WHEREAS, College Station Independent School District ("District") owns approximately twenty-seven (27) acres of real property located at the intersection of Holleman Drive and Deacon Drive in the City of College Station, Brazos County, Texas, as set forth in Exhibit A attached hereto and made a part hereof (the "District Tract"); and

WHEREAS, DWS Development, Inc. ("Developer") owns real property located in the City of College Station, Brazos County, Texas as set forth in Exhibit B attached hereto and made a part hereof (the "Developer Tract"); and

WHEREAS, Developer and the District (collectively, "Parties") have disclosed to one another the plans for development of their respective tracts; and

WHEREAS, Developer has requested that the District grant a twenty foot (20') easement upon the District Tract, encompassing approximately 0.502 acres of land, more or less (the "Easement"), as set forth in Exhibit C attached hereto and made a part hereof; and

WHEREAS, the Parties have determined that it is in each Party's best interest for the District to provide the Easement across the District Tract to allow Developer to construct a sewer line to and through the Easement to serve the District Tract and the Developer Tract, in connection with the previously disclosed development plans; and

WHEREAS, the availability of a sewer line on the District Tract will benefit the District and serve District purposes; and

WHEREAS, the Developer is constructing the sewer line at no cost to the District; and

WHEREAS, the District's construction manager has provided Developer with the necessary size of the sewer line to serve the District's purposes and the District's engineer will review all plans and specifications for the proposed sewer line prior to the commencement of construction; and

WHEREAS, the District's construction manager has confirmed that the proposed sewer line is being constructed in a physical location that is not expected to interfere with the District's anticipated use of the Property; and

WHEREAS, the District has determined that the costs and consequences of granting the Easement is offset and exceeded by the value received by the District in the form of the construction on the District Tract of the proposed sewer line, at no cost to the District, and further in the form of the enhancement in the value of the District Tract as a result of the availability of sewer service to the District Tract; and

WHEREAS, to facilitate the development of the respective tracts, the Parties desire to work together as set forth in a negotiated joint development agreement whereby the rights and obligations of the Parties are set forth.

NOW THEREFORE, the Board of Trustees of College Station Independent School District ("Board") makes the following resolutions:

1. Resolved, that the Board approves the Joint Development Agreement of the Parties, attached hereto as Exhibit D.
2. Resolved, the Board authorizes the Board President, the Superintendent or their appointed designees to execute the Joint Development Agreement, and to negotiate, execute and deliver any other documents necessary to accomplish the terms of the Joint Development Agreement, including, but not limited to, the instrument granting an easement for such purpose.

Name: _____

Title: _____

Date: _____

EXHIBIT A

District Tract

**27.017 ACRES
OUT OF THE L. M. HAUPT, JR., ET UX
CALLED 136.063 ACRE TRACT
VOLUME 171, PAGE 392; CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
NOVEMBER 30, 2009**

All that certain lot, tract or parcel of land being 27.017 acres situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas, and being a part of that certain Called 136.063 acre tract described in deed from P. D. Gandy and wife, Ruby L. Gandy to L. M. Haupt, Jr. and wife, Stella Geren Haupt of record in Volume 171, Page 392, of the Deed Records of Brazos County, Texas, said 27.017 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 6" Fence Post found in the northeast right-of-way line of Jones-Butler Road for the most southerly corner, said corner being the most southerly corner of said Called 136.063 acre tract and also being the most westerly corner of the remainder of the Oak Creek, L.L.P. Called 58.52 acre tract of record in Volume 4030, Page 98;

THENCE N 22 ° 02 ' 36 " W, along the northeast right-of-way line of said Jones-Butler Road and the southwest line of said Called 136.063 acre tract a distance of 1099.40 feet to a ½" Iron Rod with Cap set for the most westerly corner, a ½" Iron Rod with Cap found for the most westerly corner of said Called 136.063 acre tract bears N 22 ° 02 ' 36 " W a distance of 412.76 feet;

THENCE N 67 ° 57 ' 24 " E, a distance of 30.22 feet to a ½" Iron Rod with Cap set for the beginning of a curve;

THENCE along said curve in a counterclockwise direction having an arc length of 204.64 feet, a radius of 468.50 feet, a chord bearing of N 55 ° 26 ' 37 " E, a chord length of 203.01 feet, and a delta angle of 25 ° 01 ' 34 " to a ½" Iron Rod with Cap set for the point of tangency of said curve;

THENCE N 42 ° 55 ' 51 " E, a distance of 803.46 feet to a ½" Iron Rod with Cap set for the most northerly corner;

THENCE S 47 ° 43 ' 18 " E, a distance of 898.64 feet to a ½" Iron Rod with Cap set for the most easterly corner, said corner being located in a southeast line of said Called 136.063 acre tract and a northwest line of the Henry Mayo, et ux, Called 23.00 acre tract of record in Volume 1253, Page 878, a ½" Iron Rod with Cap set for an interior ell corner of said Called 136.063 acre tract bears N 41 ° 22 ' 32 " E a distance of 801.63 feet;

THENCE S 41 ° 22 ' 32 " W, along the southeast line of said Called 136.063 acre tract, the northwest line of said Called 23.00 acre tract, and the northwest line of the remainder of said Called 58.52 acre tract a distance of 1504.90 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 27.017 ACRES OF LAND, MORE OR LESS, according to a survey performed November 17, 2009, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For north orientation and other information, see accompanying plat.

EXHIBIT B

Developer Tract

Tract One

BEING all that certain tract of land lying and being situated in the CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7, City of College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a Deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found on the Northwest line of Rock Prairie Road marking the South corner of said remainder of 22.97 acre tract and the East corner of a called 23.00 acre tract as described by a Deed to Henry P. Mayo and wife, Sandra K. Mayo, recorded in Volume 1253, Page 878 of the Official Public Records of Brazos County, Texas.

THENCE: N 47° 44' 50" W along the common line of said remainder of 22.97 acre tract and said 23.00 acre tract for a distance 889.41 feet to the POINT OF BEGINNING of this herein described tract;

THENCE: N 47° 44' 50" W continuing along the common line of said remainder of 22.97 acre tract and said 23.00 acre tract, at 703.48 pass a 1/2 inch iron rod found, continue on for a total distance of 704.00 feet to the Southeast line of the remainder of a called 108.88 acre tract as described by a Deed to Heath Phillips Investments, LLC recorded in Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found marking the South corner of said remainder of 108.88 acre tract bears S 41° 21' 39" W for a distance of 60.12 feet;

THENCE: N 41° 21' 39" E along the common line of said remainder of 22.97 acre tract and said remainder of 108.88 acre tract for a distance of 741.33 feet to the Southwest line of the Barracks II Subdivision, Phase 101, according to the plat recorded in Volume 11191, Page 123 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found bears N 38° 03' 26" E for a distance of 0.13 feet;

THENCE: S 49° 58' 35" E along the common line of said remainder of 22.97 acre tract and said Phase 101 for a distance of 562.09 feet to the Northwest line of Buena Vida Subdivision according to the plat recorded in Volume 10140, Page 169 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found bears: N 00° 39' 03" W for a distance of 0.26 feet;

THENCE: S 41° 27' 23" W along the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision for a distance of 206.39 feet to a 1/2 inch iron rod found marking the most Westerly corner of Buena Vida Subdivision;

THENCE: S 47° 49' 48" E continuing along the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision for a distance of 260.09 feet;

THENCE: through said remainder of 22.97 acre tract for the following calls:

S 42° 15' 10" W for a distance of 115.61 feet;

N 47° 44' 50" W for a distance of 29.16 feet;

S 42° 10' 12" W for a distance of 50.00 feet to the beginning of a clockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: S 02° 44' 50" E - 35.36 feet) to the end of said curve;

S 42° 15' 10" W for a distance of 176.50 feet to the beginning of a clockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: S 87° 15' 09" W - 35.36 feet) to the end of said curve;

N 47° 44' 50" W for a distance of 12.02 feet;

S 42° 13' 46" W for a distance of 50.00 feet;

N 47°44' 50" W for a distance of 68.00 feet;

S 42° 15' 10" W for a distance of 115.00 feet to the POINT OF BEGINNING containing 12.573 acres of land, more or less.

TRACT TWO

BEING all that certain tract of land lying and being situated in the CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7, City of College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a Deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the Northwest line of Rock Prairie Road marking the South corner of said remainder of 22.97 acre tract and the East corner of a called 23.00 acre tract as described by a Deed to Henry P. Mayo and wife, Sandra K. Mayo, recorded in Volume 1253, Page 878 of the Official Public Records of Brazos County, Texas.

THENCE: N 47° 44' 50" W along the common line of said remainder of 22.97 acre tract and said 23.00 acre tract for a distance of 889.41 feet;

THENCE: through said remainder of 22.97 acre tract for the following calls:

N 42° 15' 10" E for a distance of 115.00 feet;

S 47° 44' 50" E for a distance of 68.00 feet;

N 42° 13' 46" E for a distance of 50.00 feet;

S 47° 44' 50" E for a distance of 12.02 feet to the beginning of a counterclockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: N 87° 15' 10" E - 35.36 feet) to the end of said curve;

N 42° 15' 10" E for a distance of 176.50 feet to the beginning of a counterclockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: N 02° 44' 50" W - 35.36 feet) to the end of said curve;

N 42° 10' 12" E for a distance of 50.00 feet;

S 47° 44' 50" E for a distance of 29.16 feet;

N 42° 15' 10" E for a distance of 115.61 feet to the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision, according to the plat recorded in Volume 10140, Page 169 of the Official Public Records of Brazos County, Texas for reference a 1/2 inch iron rod found marking a common corner of said remainder of 22.97 acre tract and Buena Vida subdivision bears: N 47° 49' 48" W for a distance of 260.09 feet;

THENCE: S 47° 49' 48" E along the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision for a distance of 460.92 feet to the North corner of a called 0.5693 acre tract as described by a Deed to Diamond T Storage, LLC recorded in Volume 7009, Page 255 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch rod found bears: S 42° 20' 10" W for a distance of 0.45 feet;

THENCE: along the common line of said remainder of 22.97 acre tract and said 0.5693 acre tract for the following calls:

S 42° 20' 10" W for a distance of 155.63 feet to a fence corner post found marking the West corner of said 0.5693 acre tract;

S 47° 49' 48" E for a distance of 159.95 feet to a 1/2 inch iron rod found marking the South corner of said 0.5693 acre tract;

N 42° 20' 10" E for a distance of 5.63 feet to a 1/2 inch iron rod set marking the West corner of a called 0.5506 acre tract as described said Deed to Diamond T. Storage, LLC (7009/255);

THENCE: S 47° 49' 48" E along the common line of said remainder of 22.97 acre tract and said 0.5506 acre tract for a distance of 160.52 feet to a 1/2 inch iron rod set on the Northwest line of Rock Prairie Road marking the South corner of said 0.5506 acre tract, for reference a 1/2 inch iron rod found on the Northwest line of Rock Prairie Road marking the East corner of said 0.5506 acre tract bears: N 42° 22' 16" E for a distance of 150.00 feet;

THENCE: S 42° 22' 16" W along the Northwest line of Rock Prairie Road for a distance of 408.23 feet to the POINT OF BEGINNING containing 9.269 acres of land, more or less.

EXHIBIT C

Easement

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC UTILITY EASEMENT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE REMAINDER OF A CALLED 27.02 ACRE TRACT AS DESCRIBED BY A DEED TO COLLEGE STATION I.S.D. RECORDED IN VOLUME 9626, PAGE 76 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF THE BARRACKS II SUBDIVISION, PHASE 202, MARKING THE ORIGINAL EAST CORNER OF SAID 27.02 ACRE TRACT, SAID IRON ROD FOUND BEING ON THE NORTHWEST LINE OF A CALLED 23.00 ACRE TRACT AS DESCRIBED BY A DEED TO HENRY P. MAYO AND WIFE, SANDRA K. MAYO RECORDED IN VOLUME 1253, PAGE 878 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 22.97 ACRE TRACT AS DESCRIBED BY A DEED TO CHARLES I. TURNER AND MARY E. TURNER RECORDED IN VOLUME 3331, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, BEARS: N 41° 21' 39" E FOR A DISTANCE OF 801.59 FEET;

THENCE: S 41° 21' 39" W ALONG THE COMMON LINE OF SAID 23.00 ACRE TRACT AND SAID 27.02 ACRE TRACT, SAME BEING THE PLATTED END OF TOWERS PARKWAY (67' R.O.W.), FOR A DISTANCE OF 67.01 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: S 41° 21' 39" W CONTINUING ALONG THE COMMON LINE OF SAID 23.00 ACRE TRACT AND SAID REMAINDER OF 27.02 ACRE TRACT FOR A DISTANCE OF 20.00 FEET;

THENCE: THROUGH SAID REMAINDER OF 27.02 ACRE TRACT FOR THE FOLLOWING CALLS:

N 47° 43' 18" W, 20.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF TOWERS PARKWAY, FOR A DISTANCE OF 775.97 FEET;

N 80° 05' 38" W FOR A DISTANCE OF 23.92 FEET;

S 42° 56' 01" W, 20.00 FEET FROM AND PARALLEL TO THE SOUTHEAST LINE OF DEACON DRIVE WEST (85' R.O.W.), FOR A DISTANCE OF 265.23 FEET;

N 47° 04' 00" W FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST LINE OF DEACON DRIVE WEST;

THENCE: N 42° 56' 01" E ALONG THE SOUTHEAST LINE OF DEACON DRIVE WEST FOR A DISTANCE OF 273.09 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 20' 41" FOR AN ARC DISTANCE OF 38.98 FEET (CHORD BEARS: N 87° 36' 22" E - 35.15 FEET) TO THE END OF SAID CURVE ON THE SOUTHWEST LINE OF TOWERS PARKWAY;

THENCE: S 47° 43' 18" E ALONG THE SOUTHWEST LINE OF TOWERS PARKWAY FOR A DISTANCE OF 790.76 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.502 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED AUGUST 2014 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
 REGISTERED PROFESSIONAL
 LAND SURVEYOR No. 4502

D:/WORK/MAB/14-612B.MAB

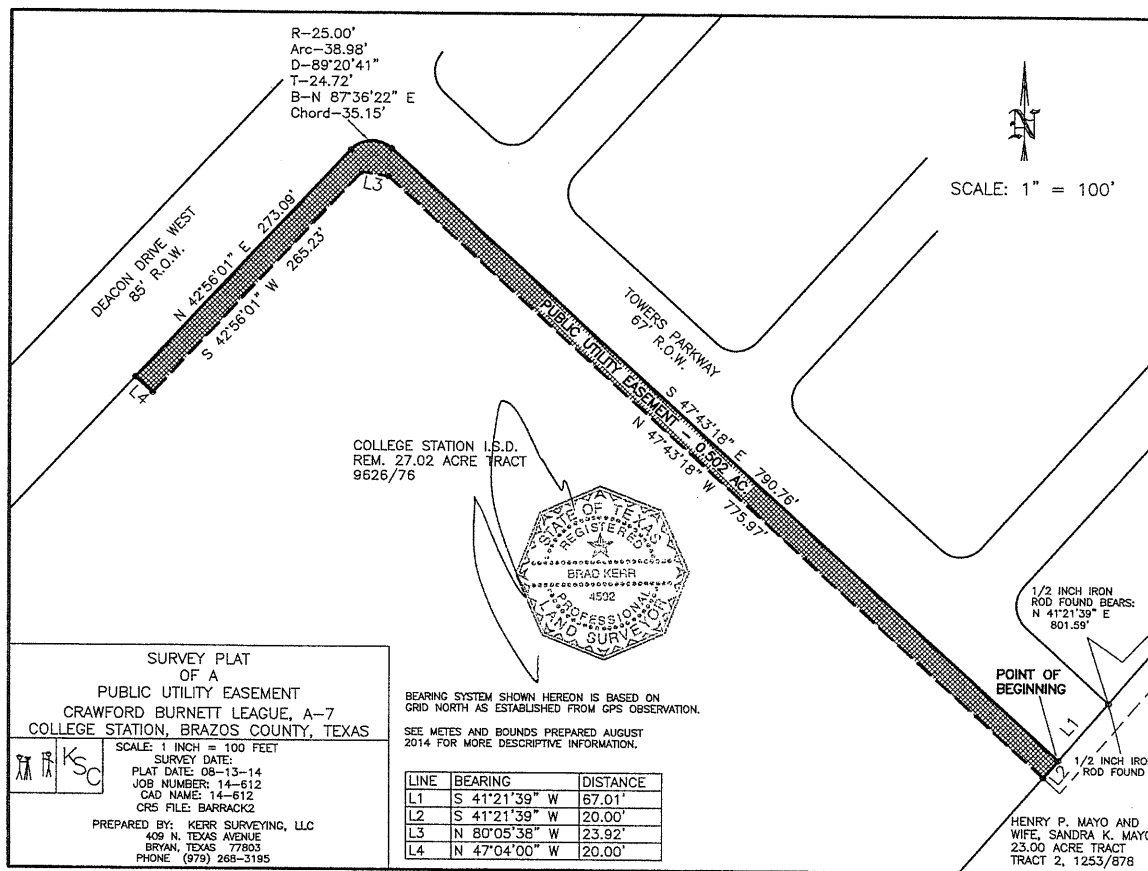


EXHIBIT D
Joint Development Agreement
[attached]

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into effective _____, 2014, by and between DWS Development, Inc. ("**Developer**") and College Station Independent School District, a Texas political subdivision ("**District**"). Developer and District desire to enter into this Agreement for the purpose of allocating certain obligations and costs associated with the development of their respective properties. Developer and District are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**". The following recitals are a material part of this Agreement:

RECITALS

- A. Whereas, Developer owns certain real property located in the City of College Station, Brazos County, Texas more fully described in **Exhibit A** attached hereto and made a part hereof (the "**Developer Tract**"); and
- B. Whereas, District owns certain real property located in the City of College Station, Brazos County, Texas more fully described in **Exhibit B** attached hereto and made a part hereof (the "**District Tract**"); and
- C. Whereas, Developer and the District have disclosed to one another certain plans for development of their respective tracts; and
- D. Whereas, such plans for development include the necessity for the construction and installation of a sewer line to serve each tract; and
- E. Whereas, Developer is in need of an easement across a neighboring tract in order to construct a sewer line to serve the Turner Tract; and
- F. Whereas, it is in the best interest of the District to grant an easement over the District Tract to allow Developer to construct a sewer line which will serve Developer Turner Tract and the District Tract;
- G. Whereas, in consideration for, and as a condition precedent to the District's grant of such easement, Developer is willing to construct a sewer line that will be large enough to meet the Developer's needs and the District's future needs in the event of the construction of a school on the District Tract; and
- H. Whereas, Developer and the District have determined that it is in each Party's best interest to work together to provide the easement necessary and to make such other contributions to the construction of the sewer line that shall be beneficial to each Party's tract in connection with the previously disclosed development plans; and
- I. Whereas, by resolution adopted by the Board of Trustees of the District on _____, the District has the authority to enter this Agreement and has determined that it is in the best interest of the District, and the performance of the obligations of the District as herein described are in full compliance with applicable law; and
- J. Whereas, these recitals form a part of this Agreement and shall be binding on the Parties; and
- K. Whereas, the Parties desire to enter into a binding agreement whereby the Parties shall share the cost of developing certain aspects of their Tracts (as defined below) in the manner provided below.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in this Agreement, for the benefits received by the Parties, the mutual promises herein expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

1.1 Definitions. Unless the context otherwise requires, and in addition to the terms defined elsewhere in this Agreement, the following words and phrases when used in this Agreement will have the following meanings:

(a) “**Agreement**” shall mean this Joint Development Agreement.

(b) “**City**” shall mean the City of College Station, Texas.

(c) “**Construction Standards**” shall have the meaning ascribed to it in Section 3.5.

(d) “**Easement**” means the public utility easement area identified on Exhibit C attached hereto.

(e) “**Governmental Authority**” means any governmental authority which has jurisdiction over the Parties or the Tracts.

(f) “**Sewer Line**” means a sanitary sewer line of sufficient size to serve, in the aggregate, the Developer’s requirements combined with the District’s requirements, with the District’s requirements being a sanitary sewer line no less than six inches (6”) in diameter and providing for man hole access to the District Tract. The Sewer Line shall begin at the current termination point of an existing sewer line on the District Tract and then be constructed in the Easement through the adjoining Mayo tract to the Developer Tract.

(g) “**Site Development Work**” means the construction of the Sewer Line.

(h) “**Tracts**” means the Developer Tract and the District Tract. “**Tract**” means any one of the Tracts as more specifically referenced.

II. PROCEDURES FOR CONSTRUCTION AND DEDICATION

2.1 Plat Submission, Dedication and Construction.

Each Party, as necessary, shall sign all required plats and associated applications, plans and/or permits applicable to the development of each Tract so long as such documents are in compliance with this Agreement, accomplish the Site Development Work, and have been approved by the City. Further, prior to the recording of the plats, the Parties must either (i) complete all Site Development Work applicable to that phase of the development and such Site Development Work must have been approved by the City, or (ii) post with the City a bond securing the performance and payment of the construction of all public infrastructure, including without limitation all applicable Site Development Work, as shown on the applicable plat.

2.2 Statement of Intent. The Parties to this Agreement agree that they will negotiate in good faith and execute any additional development agreements, plats, permits, plans and/or applications that may be reasonably necessary to evidence the Site Development Work.

III. SITE DEVELOPMENT AND RIGHT OF WAY STANDARDS

3.1 Site Development Obligation. It is the intent of the Parties that each Party shall be responsible for the costs and expenses associated with the Site Development Work in accordance with the schedule set forth in Section 3.2 and this Article III. With respect to any work being performed by a Party pursuant to this Agreement, each Party shall have sole discretion to select and employ a general contractor and/or subcontractors for the completion of each portion of the Site Development Work for which such Party is

responsible. Each Party and each Party's representative and contractor will allow the other Parties to have reasonable access to the improvements during construction for the purpose of inspection and to ensure that the improvements are constructed in a good and workmanlike manner, so long as such inspection does not unreasonably interfere with the construction; provided, however, that any such inspection or election not to inspect by the other Parties shall in no event be considered the acceptance of such construction.

3.2 Plans, Specifications and Schedules. Each Party shall cause plans, specifications and schedules for the Site Development Work for which such Party is responsible to be prepared and submitted to the other Parties for review at least ten (10) days prior to the commencement of construction of any portion of the Site Development Work. In the event a party objects to any such plans, specifications and schedules within such ten (10) day period, commencement of construction shall not begin with respect to such Site Development Work until such objection is either (i) cured or (ii) waived by the objecting party. The Site Development Work shall be subject to the following completion schedules and performance obligations:

(a) **Sewer Line.**

1. **Deadline.** Developer shall cause the construction and installation of the Sewer Line to be completed no later than January 1, 2016.
2. **Payment.** Developer shall be responsible for all costs of designing and constructing the Sewer Line. Further, Developer shall reimburse the District for all legal and engineering fees and expenses associated with this Agreement and the construction of the Sewer Line, in an amount not to exceed \$3,500.00.
3. **Other.** The District shall grant the Easement as necessary for the construction and installation of the Sewer Line. The instrument granting the Easement shall be in a form reasonably acceptable to the Parties.

3.3 Payments. In conjunction with this Agreement the Developer shall pay all of the costs and expenses reasonably necessary for the completion of the Site Development Work which is described in Section 3.2.

3.4 Self-Help Remedy. In the event that any Party (the "**Complaining Party**") reasonably believes that another Party (the "**Responsible Party**") will fail to complete the applicable Site Development Work improvements in accordance with the deadlines set forth in this Article III, the Complaining Party shall provide notice to the Responsible Party, and the Responsible Party shall have fifteen (15) days from the date of such notice to provide to the Complaining Party the Responsible Party's plan to complete the Site Development Work. Within fifteen (15) days of the Complaining Party's receipt of such plan, the Complaining Party shall provide a response to the Responsible Party. Such response shall either (i) direct the Responsible Party to continue with the construction of such Site Development Work in accordance with the provided plan, or (ii) notify the Responsible Party that the Complaining Party will assume responsibility for the completion of such Site Development Work. In the event that the Complaining Party assumes the duties of a Responsible Party hereunder, the Responsible Party covenants that the Responsible Party shall take all reasonable actions to facilitate the transfer of responsibility for the construction of such Site Development Work, and that the Responsible Party shall pay the Complaining Party within fifteen (15) days of demand for the Complaining Party's cost of completing the Site Development Work.

3.5 Standards. Any Site Development Work shall be constructed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards ("**Construction Standards**"):

(a) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(b) All such construction or work shall be performed and completed in accordance with the plans, specifications and schedules approved by the City.

(c) All such construction or work shall be done in compliance with all applicable deed restrictions, building codes, ordinances and other laws or regulations of Governmental Authorities.

(d) No construction or work shall be commenced until all licenses, permits and authorizations required by the City are obtained.

(e) The performing Party shall have obtained and shall maintain in force and effect the insurance coverage required with respect to the type of construction or work in question as set forth in Section 5.1.

(f) After commencement, such construction or work shall be prosecuted with due diligence to its completion.

IV. INSURANCE AND INDEMNITY

4.1 Insurance. Developer or the contractor performing the Site Development Work shall carry and maintain a minimum of two million dollars (\$2,000,000.00) of commercial general liability insurance until completion of the Site Development Work. Further, Developer or the contractor performing the Site Development Work shall cause the District to be named as an additional insured on such commercial general liability insurance policy.

4.2 Indemnity. Developer agrees to defend, indemnify and save District, its trustees, officers, employees, agents and representatives, completely harmless in respect of any action, cause of action, suit, debt, cost, expense, claim or demand whatsoever brought by any third person whomsoever, at law or in equity, in connection with or related to the performance by Developer of any and all of its obligations under this Agreement, including, without limitation, any damage or injury whatsoever to any employees or other person or property arising out of the breach of any terms in this Agreement by Developer or the use of any assets of the Party relating to the work detailed hereinabove, which indemnity shall continue notwithstanding the termination of this Agreement with respect to any act or occurrence preceding such termination; provided, however, in no event shall the indemnity provided under this subsection extend to any action, cause of action, suit, debt, cost, expense, claim or demand caused by or arising from (and only after a determination of) negligence or breach of any express provision of this Agreement by the otherwise indemnified Party or any of its employees, servants, agents, subcontractors or other persons for whom it is legally responsible.

V. REPRESENTATIONS, COVENANTS AND WARRANTIES

5.1 Developer Representations. Developer makes the following covenants, representations and warranties to the District. Each representation and warranty shall survive the execution of this Agreement:

(a) Status. The Developer is a Texas corporation. The board of directors has authorized the Developer to enter into this Agreement and the parties executing same have the full authority and power to execute and deliver this Agreement to bind Developer, consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) Violations of Agreement. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate, conflict with or result in the breach of any term or provision of, or constitute a default under any agreement to which Developer is a party, or any statute, order, judgment, writ, injunction, decree, license, permit, rule or regulation of any court or any governmental or regulatory body, or any agreement to which Developer is a party or by which it is bound.

5.2 District Representations. The District makes the following covenants, representations and warranties to Developer. Each representation and warranty shall survive the execution of this Agreement:

(a) **Status.** The District is a public school district and political subdivision of the State of Texas. The Board of Trustees of the District has authorized the District to enter into this Agreement and the parties executing same have the full authority and power to execute and deliver this Agreement to bind District, consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) **Violations of Agreement.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate, conflict with or result in the breach of any term or provision of, or constitute a default under the Board of Trustees' operating procedures and policies, or any statute, order, judgment, writ, injunction, decree, license, permit, rule or regulation of any court or any governmental or regulatory body, or any agreement to which the District is a party or by which it is bound.

VI. REMEDIES

6.1 Default by Any Party. Except as otherwise expressly provided herein, in the event of default by any Party, a non-defaulting Party may give the defaulting Party written notice of the default. If the defaulting Party fails to cure the default within thirty (30) days after receipt of the notice, the non-defaulting Party giving notice will have the right to pursue all remedies available at law or in equity, including pursuit of an order issued by a court of competent jurisdiction compelling and requiring the defaulting Party to observe and perform the covenants, obligations and conditions of this Agreement. A non-defaulting Party may employ attorneys to pursue its legal rights hereunder and, if it prevails before any court or agency of competent jurisdiction, the defaulting Party will be obligated to pay all expenses incurred by the non-defaulting Party in enforcing this Agreement, including reasonable attorneys' fees.

VII. NOTICES

7.1 Notice Provisions. All notices, demands, requests and other communications given under this Agreement must be in writing and will be effective upon actual receipt, and will be deemed properly served if delivered: (i) by hand, (ii) by facsimile sent by 5:00 p.m., College Station, Texas time with confirmation of successful delivery to the Party to whose attention it is directed, (iii) by registered or certified mail, return receipt requested, postage prepaid, or (iv) by overnight delivery addressed to such Party's address set forth below or to such other address as a Party may designate by written notice to the other Party.

DEVELOPER: DWS Development, Inc.
P. O. BOX 4508
BRYAN, TEXAS 77805
Attn: David Scarmardo
Email: david@dwsdevelopment.com

With a copy to:

The Ellison Firm
302 Holleman Drive East, Suite 76
College Station, TX 77840-7000
Attn: Charles A. Ellison
Fax No: 979-694-8000
Email: Chuck@Ellisonlaw.com

DISTRICT: College Station Independent School District
1812 Welsh
College Station, TX 77840
Attn: Superintendent's Office
Email: cealy@csisd.org

With a copy to:

West, Webb, Allbritton & Gentry, P.C.
1515 Emerald Plaza
College Station, TX 77845
Attn: Michael H. Gentry
Fax No: 979-694-8000
Email: mike.gentry@westwebblaw.com

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

VIII. MISCELLANEOUS

8.1 Severability. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, or is determined by the each of the Parties hereto to be invalid or unenforceable, then such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

8.2 No Joint Venture or Agency. It is expressly understood and agreed that the provisions of this Agreement shall never be deemed or construed to cause the Parties to be considered as partners or joint venturers with each other. Each Party to this Agreement shall be considered a separate owning entity, and no Party shall have the right to act as agent for another Party unless expressly authorized to do so by written instrument signed by the authorizing Party.

8.3 Disclaimer of Derivative Rights. No consent to the modification, from time to time, or termination of the provisions of this Agreement shall ever be required of any tenant, licensee or concessionaire as to any portion of the property affected hereby; nor shall any such tenant, licensee or concessionaire or any employee, customer or business invitee of same, have any right to enforce any of the provisions herein.

8.4 Amendment. This Agreement may be amended by, and only by, a written agreement executed by the Parties hereto, or such Party's successor-in-interest.

8.5 Further Assurances. Each party, upon request by any other party, shall promptly (1) execute, acknowledge, deliver and record or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement or such other instruments now or hereafter executed in connection herewith or in the execution or acknowledgment thereof; and, (2) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of the requesting Party to enable the requesting Party to comply with the requirements or requests of any Governmental Authority.

8.6 Governing Law; Place of Performance; Venue. The relationship of the Parties hereto and all claims arising out of or related to that relationship, including, but not limited to, the construction, enforcement and interpretation of any written agreements, including this Agreement, are to be solely governed by the laws of the State of Texas (without regard to Texas conflicts of law principles). This

Agreement is performable in Brazos County, Texas. Venue for any dispute arising out of this Agreement shall be in the state courts located in Brazos County, Texas.

8.7 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement in which time is a factor.

8.8 Attorney Fees. In the event of any judicial, non-judicial or other adversarial proceeding between the Parties concerning this Agreement, to the extent permitted by law, the prevailing party shall be entitled to receive from the other party all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

8.9 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed a binding agreement and all of which, when taken together, shall constitute one instrument.

8.10 Parties Bound. The rights, duties and obligations contained within this Agreement shall run with the land and the terms of this Agreement will be binding upon and inure to the benefit of successor owners of the Tracts.

8.11 Bankruptcy. If an order for relief under the U.S. Bankruptcy Code is entered into with respect to a Party, then the bankruptcy trustee or debtor in possession shall assume or reject this Agreement within sixty (60) days of the date the bankruptcy petition is filed.

8.12 No Waiver. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either Party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by all Parties hereto.

8.13 Entire Agreement. This Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Agreement alone sets forth the terms on which the Parties have mutually agreed. This Agreement supersedes any prior agreements between the Parties concerning the Tracts, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. Each Party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party. Each Party agrees that this Agreement is the result of good faith arms' length negotiations. This Agreement is not to be construed more or less favorably between the Parties by reason of authorship or origin of language.

8.14 Execution. This Agreement may be executed in multiple counterparts and a facsimile copy or scanned email copy of the signatures of any Party shall be evidence of the approval of the Agreement and shall be enforceable as if it was an original.

EXECUTED to be effective as of the date first set forth above.

The signature pages for each Party follow on separate sheets:

DEVELOPER:

DWS DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Before me the undersigned authority on this day personally appeared _____,
_____ of DWS Development, Inc., known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the
purposes and consideration therein expressed on behalf of such entity.

Given under my hand and seal of office this ____ day of _____, 2014.

Notary Public in and for the State of Texas

DISTRICT:

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Before me the undersigned authority on this day personally appeared _____, _____ of College Station Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of such entity.

Given under my hand and seal of office this ____ day of _____, 2014.

Notary Public in and for the State of Texas

EXHIBIT A

Developer Tract

Tract One

BEING all that certain tract of land lying and being situated in the CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7, City of College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a Deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found on the Northwest line of Rock Prairie Road marking the South corner of said remainder of 22.97 acre tract and the East corner of a called 23.00 acre tract as described by a Deed to Henry P. Mayo and wife, Sandra K. Mayo, recorded in Volume 1253, Page 878 of the Official Public Records of Brazos County, Texas.

THENCE: N 47° 44' 50" W along the common line of said remainder of 22.97 acre tract and said 23.00 acre tract for a distance 889.41 feet to the POINT OF BEGINNING of this herein described tract;

THENCE: N 47° 44' 50" W continuing along the common line of said remainder of 22.97 acre tract and said 23.00 acre tract, at 703.48 pass a 1/2 inch iron rod found, continue on for a total distance of 704.00 feet to the Southeast line of the remainder of a called 108.88 acre tract as described by a Deed to Heath Phillips Investments, LLC recorded in Volume 9627, Page 73 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found marking the South corner of said remainder of 108.88 acre tract bears S 41° 21' 39" W for a distance of 60.12 feet;

THENCE: N 41° 21' 39" E along the common line of said remainder of 22.97 acre tract and said remainder of 108.88 acre tract for a distance of 741.33 feet to the Southwest line of the Barracks II Subdivision, Phase 101, according to the plat recorded in Volume 11191, Page 123 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found bears N 38° 03' 26" E for a distance of 0.13 feet;

THENCE: S 49° 58' 35" E along the common line of said remainder of 22.97 acre tract and said Phase 101 for a distance of 562.09 feet to the Northwest line of Buena Vida Subdivision according to the plat recorded in Volume 10140, Page 169 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found bears: N 00° 39' 03" W for a distance of 0.26 feet;

THENCE: S 41° 27' 23" W along the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision for a distance of 206.39 feet to a 1/2 inch iron rod found marking the most Westerly corner of Buena Vida Subdivision;

THENCE: S 47° 49' 48" E continuing along the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision for a distance of 260.09 feet;

THENCE: through said remainder of 22.97 acre tract for the following calls:

S 42° 15' 10" W for a distance of 115.61 feet;

N 47° 44' 50" W for a distance of 29.16 feet;

S 42° 10' 12" W for a distance of 50.00 feet to the beginning of a clockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: S 02° 44' 50" E - 35.36 feet) to the end of said curve;

S 42° 15' 10" W for a distance of 176.50 feet to the beginning of a clockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: S 87° 15' 09" W - 35.36 feet) to the end of said curve;

N 47° 44' 50" W for a distance of 12.02 feet;

S 42° 13' 46" W for a distance of 50.00 feet;

N 47°44' 50" W for a distance of 68.00 feet;

S 42° 15' 10" W for a distance of 115.00 feet to the POINT OF BEGINNING containing 12.573 acres of land, more or less.

TRACT TWO

BEING all that certain tract of land lying and being situated in the CRAWFORD BURNETT LEAGUE, ABSTRACT No. 7, City of College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a Deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the Northwest line of Rock Prairie Road marking the South corner of said remainder of 22.97 acre tract and the East corner of a called 23.00 acre tract as described by a Deed to Henry P. Mayo and wife, Sandra K. Mayo, recorded in Volume 1253, Page 878 of the Official Public Records of Brazos County, Texas.

THENCE: N 47° 44' 50" W along the common line of said remainder of 22.97 acre tract and said 23.00 acre tract for a distance of 889.41 feet;

THENCE: through said remainder of 22.97 acre tract for the following calls:

N 42° 15' 10" E for a distance of 115.00 feet;

S 47° 44' 50" E for a distance of 68.00 feet;

N 42° 13' 46" E for a distance of 50.00 feet;

S 47° 44' 50" E for a distance of 12.02 feet to the beginning of a counterclockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: N 87° 15' 10" E - 35.36 feet) to the end of said curve;

N 42° 15' 10" E for a distance of 176.50 feet to the beginning of a counterclockwise curve having a radius of 25.00 feet;

Along said curve through a central angle of 90° 00' 00" for an arc distance of 39.27 feet (chord bears: N 02° 44' 50" W - 35.36 feet) to the end of said curve;

N 42° 10' 12" E for a distance of 50.00 feet;

S 47° 44' 50" E for a distance of 29.16 feet;

N 42° 15' 10" E for a distance of 115.61 feet to the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision, according to the plat recorded in Volume 10140, Page 169 of the Official Public Records of Brazos County, Texas for reference a 1/2 inch iron rod found marking a common corner of said remainder of 22.97 acre tract and Buena Vida subdivision bears: N 47° 49' 48" W for a distance of 260.09 feet;

THENCE: S 47° 49' 48" E along the common line of said remainder of 22.97 acre tract and Buena Vida Subdivision for a distance of 460.92 feet to the North corner of a called 0.5693 acre tract as described by a Deed to Diamond T Storage, LLC recorded in Volume 7009, Page 255 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch rod found bears: S 42° 20' 10" W for a distance of 0.45 feet;

THENCE: along the common line of said remainder of 22.97 acre tract and said 0.5693 acre tract for the following calls:

S 42° 20' 10" W for a distance of 155.63 feet to a fence corner post found marking the West corner of said 0.5693 acre tract;

S 47° 49' 48" E for a distance of 159.95 feet to a 1/2 inch iron rod found marking the South corner of said 0.5693 acre tract;

N 42° 20' 10" E for a distance of 5.63 feet to a 1/2 inch iron rod set marking the West corner of a called 0.5506 acre tract as described said Deed to Diamond T. Storage, LLC (7009/255);

THENCE: S 47° 49' 48" E along the common line of said remainder of 22.97 acre tract and said 0.5506 acre tract for a distance of 160.52 feet to a 1/2 inch iron rod set on the Northwest line of Rock Prairie Road marking the South corner of said 0.5506 acre tract, for reference a 1/2 inch iron rod found on the Northwest line of Rock Prairie Road marking the East corner of said 0.5506 acre tract bears: N 42° 22' 16" E for a distance of 150.00 feet;

THENCE: S 42° 22' 16" W along the Northwest line of Rock Prairie Road for a distance of 408.23 feet to the POINT OF BEGINNING containing 9.269 acres of land, more or less.

EXHIBIT B

District Tract

27.017 ACRES

**OUT OF THE L. M. HAUPT, JR., ET UX
CALLED 136.063 ACRE TRACT
VOLUME 171, PAGE 392; CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
NOVEMBER 30, 2009**

All that certain lot, tract or parcel of land being 27.017 acres situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas, and being a part of that certain Called 136.063 acre tract described in deed from P. D. Gandy and wife, Ruby L. Gandy to L. M. Haupt, Jr. and wife, Stella Geren Haupt of record in Volume 171, Page 392, of the Deed Records of Brazos County, Texas, said 27.017 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 6" Fence Post found in the northeast right-of-way line of Jones-Butler Road for the most southerly corner, said corner being the most southerly corner of said Called 136.063 acre tract and also being the most westerly corner of the remainder of the Oak Creek, L.L.P. Called 58.52 acre tract of record in Volume 4030, Page 98;

THENCE N 22 ° 02 ' 36 " W, along the northeast right-of-way line of said Jones-Butler Road and the southwest line of said Called 136.063 acre tract a distance of 1099.40 feet to a ½" Iron Rod with Cap set for the most westerly corner, a ½" Iron Rod with Cap found for the most westerly corner of said Called 136.063 acre tract bears N 22 ° 02 ' 36 " W a distance of 412.76 feet;

THENCE N 67 ° 57 ' 24 " E, a distance of 30.22 feet to a ½" Iron Rod with Cap set for the beginning of a curve;

THENCE along said curve in a counterclockwise direction having an arc length of 204.64 feet, a radius of 468.50 feet, a chord bearing of N 55 ° 26 ' 37 " E, a chord length of 203.01 feet, and a delta angle of 25 ° 01 ' 34 " to a ½" Iron Rod with Cap set for the point of tangency of said curve;

THENCE N 42 ° 55 ' 51 " E, a distance of 803.46 feet to a ½" Iron Rod with Cap set for the most northerly corner;

THENCE S 47 ° 43 ' 18 " E, a distance of 898.64 feet to a ½" Iron Rod with Cap set for the most easterly corner, said corner being located in a southeast line of said Called 136.063 acre tract and a northwest line of the Henry Mayo, et ux, Called 23.00 acre tract of record in Volume 1253, Page 878, a ½" Iron Rod with Cap set for an interior ell corner of said Called 136.063 acre tract bears N 41 ° 22 ' 32 " E a distance of 801.63 feet;

THENCE S 41 ° 22 ' 32 " W, along the southeast line of said Called 136.063 acre tract, the northwest line of said Called 23.00 acre tract, and the northwest line of the remainder of said Called 58.52 acre tract a distance of 1504.90 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 27.017 ACRES OF LAND, MORE OR LESS, according to a survey performed November 17, 2009, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For north orientation and other information, see accompanying plat.

EXHIBIT C

Easement

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC UTILITY EASEMENT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE REMAINDER OF A CALLED 27.02 ACRE TRACT AS DESCRIBED BY A DEED TO COLLEGE STATION I.S.D. RECORDED IN VOLUME 9626, PAGE 76 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF THE BARRACKS II SUBDIVISION, PHASE 202, MARKING THE ORIGINAL EAST CORNER OF SAID 27.02 ACRE TRACT, SAID IRON ROD FOUND BEING ON THE NORTHWEST LINE OF A CALLED 23.00 ACRE TRACT AS DESCRIBED BY A DEED TO HENRY P. MAYO AND WIFE, SANDRA K. MAYO RECORDED IN VOLUME 1253, PAGE 878 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 22.97 ACRE TRACT AS DESCRIBED BY A DEED TO CHARLES I. TURNER AND MARY E. TURNER RECORDED IN VOLUME 3331, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, BEARS: N 41° 21' 39" E FOR A DISTANCE OF 801.59 FEET;

THENCE: S 41° 21' 39" W ALONG THE COMMON LINE OF SAID 23.00 ACRE TRACT AND SAID 27.02 ACRE TRACT, SAME BEING THE PLATTED END OF TOWERS PARKWAY (67' R.O.W.), FOR A DISTANCE OF 67.01 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: S 41° 21' 39" W CONTINUING ALONG THE COMMON LINE OF SAID 23.00 ACRE TRACT AND SAID REMAINDER OF 27.02 ACRE TRACT FOR A DISTANCE OF 20.00 FEET;

THENCE: THROUGH SAID REMAINDER OF 27.02 ACRE TRACT FOR THE FOLLOWING CALLS:

N 47° 43' 18" W, 20.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF TOWERS PARKWAY, FOR A DISTANCE OF 775.97 FEET;

N 80° 05' 38" W FOR A DISTANCE OF 23.92 FEET;

S 42° 56' 01" W, 20.00 FEET FROM AND PARALLEL TO THE SOUTHEAST LINE OF DEACON DRIVE WEST (85' R.O.W.), FOR A DISTANCE OF 265.23 FEET;

N 47° 04' 00" W FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST LINE OF DEACON DRIVE WEST;

THENCE: N 42° 56' 01" E ALONG THE SOUTHEAST LINE OF DEACON DRIVE WEST FOR A DISTANCE OF 273.09 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 20' 41" FOR AN ARC DISTANCE OF 38.98 FEET (CHORD BEARS: N 87° 36' 22" E - 35.15 FEET) TO THE END OF SAID CURVE ON THE SOUTHWEST LINE OF TOWERS PARKWAY;

THENCE: S 47° 43' 18" E ALONG THE SOUTHWEST LINE OF TOWERS PARKWAY FOR A DISTANCE OF 790.76 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.502 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED AUGUST 2014 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-612B.MAB