

## SMILING MALLARD DEVELOPMENT EAST, LLC

August 21, 2015

Board of Trustees  
College Station Independent School District  
1812 Welsh Avenue  
College Station TX 77845

Re: Non-Binding Letter of Intent Regarding Future School Sites

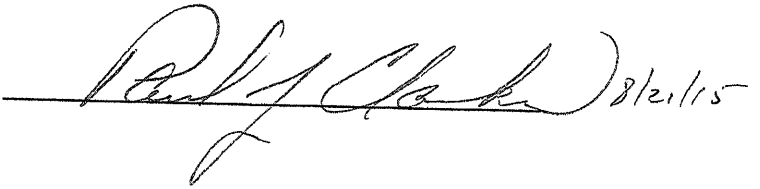
Dear Trustees:

I am writing on behalf of Smiling Mallard Development East, LLC ("Developer") to advise you of our pending plans to develop property on the east side of Texas Highway 6 which will include a significant number of single-family residential lots. The property to be developed is generally located as shown on the attached map ("Development"). I am seeking the agreement (albeit non-binding) of the Board of Trustees of the College Station Independent School District ("CSISD") to work with the Developer in an effort to identify and provide for adequate real property within the Development to build a school or schools on such property as CSISD may determine necessary or appropriate. This letter is intended to reflect the general intent of the parties and to confirm certain non-binding understandings with respect to the Development.

1. The Developer's plans for the Development include significant single family residential properties. Developer anticipates the need for such Development to have a public school or schools located within the boundaries of the Development.
2. Developer desires to inform CSISD of Developer's intent with respect to the Development and the anticipated need for new public schools as a result of such Development.
3. CSISD acknowledges its desire to cooperate with the Developer to ensure that sufficient real property is available for CSISD use within the anticipated Development.
4. Developer agrees to provide regular communication with CSISD concerning the status of the Development and anticipated timeframe for availability.
5. Developer agrees to work with CSISD to identify and potentially reserve certain real property within the Development to be made available to CSISD for the construction of a public school or schools.
6. The parties agree that the amount of land and the applicable purchase price for such land shall be negotiated in good faith between Developer and CSISD at a later time, but the parties both agree that cooperative planning for public school(s) within the Development will be in the best interest of both the Developer and CSISD.
7. Developer acknowledges that CSISD's exact use for the property cannot be confirmed at this time, but that generally CSISD would need a tract of at least twenty (20) acres for the construction of an elementary campus, at least thirty-five (35) acres for the construction of an intermediate or middle school campus, and at least seventy five (75) acres for the construction of a high school campus.
8. This Letter of Intent does not create a binding contract, will not be enforceable, will not constitute a cloud or lien on the real property nor any pending Development(s) or sale(s) of real property. Developer merely desires to acknowledge its desire to engage CSISD in planning for school site(s) in its Development, and CSISD desires to acknowledge its desire to work with the Developer in planning for future school site(s) in the Development.

9. The Developer acknowledges and agrees that this Non-Binding Letter of Intent will become a part of the public record of CSISD and may be released by CSISD as necessary to facilitate its future facilities planning. Notwithstanding the foregoing, any future negotiations between the Developer and CSISD with respect to specific land and the terms of the acquisition of such land shall be negotiated confidentially and shall not become a public record until a final agreement is reached between the parties or as otherwise required by applicable law.
10. If you are agreeable to the foregoing terms, please sign and return a duplicate copy of this Letter of Intent.

Sincerely,

 8/21/15

Acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2015

College Station Independent School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_