

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made effective as of the 31st day of May, 2021, by and between ROBERT B. CARTER and ANNE R. CARTER (collectively, "Carter"), and GREENBRIER OWNERS ASSOCIATION, INC. ("Licensee").

WHEREAS, Carter is the owner of the tracts of land described on Exhibit A (the "Carter Property") that will be developed in the future. The monument signs and related landscaping for the Greenbrier Subdivision ("Entrance Features"), are located on the Carter Property in areas shown on Exhibit B ("Temporary Locations").

WHEREAS, Carter is agreeable to allowing the Entrance Features to remain in the Temporary Locations until such time as Carter notifies Licensee that the Entrance Features need to be removed.

NOW, THEREFORE, for the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. License. Until terminated as provided herein, Licensee shall have the right to maintain the Greenbrier "Signs" in the Temporary Locations and to access the Temporary Locations for the maintenance and removal of the Entrance Features.
2. Term. This Agreement shall terminate sixty (60) days after Carter gives Licensee written notice of termination of the Agreement.
3. Permitted Uses. Licensee may use the Premises only for the purpose of maintaining, repairing and removing the Entrance Features and for no other purpose without the written consent of Carter in its sole and absolute discretion.
4. Indemnity and Insurance.

Licensee shall procure and maintain, at its expense, (i) property insurance in an amount equal to the full replacement cost of the Entrance Features and (ii) a policy or policies of general liability and umbrella or excess liability insurance provided by one or more insurance companies duly authorized or admitted to transact business in Texas applying to Licensee's operations, providing minimum limits in amounts reasonably requested by Carter, all naming Carter as additional insured. All property insurance policies shall be endorsed to waive the insurance carriers' right of subrogation. Licensee shall maintain the foregoing insurance coverages in effect for the entire term.

Licensee must furnish Carter with certificates of all insurance required by this Section 4 and will furnish evidence of renewal of all insurance required by this Section 4 on or prior to the expiration of any policy. If Licensee does not keep this insurance in full force or provide evidence of insurance required by this Section 4, Carter may notify Licensee of this failure, and terminate this Agreement immediately.

THIS AGREEMENT IS MADE UPON THE EXPRESS CONDITION THAT CARTER AND MANAGER SHALL BE FREE FROM ALL LIABILITIES AND CLAIMS FOR DAMAGES AND/OR SUITS FOR OR BY REASON OF ANY INJURY OR INJURIES TO ANY PERSON OR PERSONS OR PROPERTY OF ANY KIND WHATSOEVER, WHETHER THE PERSON OR PROPERTY OF THE LICENSEE, ITS AGENTS, GUESTS, MEMBERS, PARTICIPANTS OR EMPLOYEES, OR THIRD PERSONS, RELATED IN ANY WAY WHATSOEVER TO THE SERVICES PROVIDED BY LICENSEE OR LICENSEE'S ACTIVITIES ON THE CARTER PROPERTY OR ANY PART THEREOF DURING THE TERM OF THIS AGREEMENT, OR OCCASIONED BY ANY OCCUPANCY OR USE OF THE CARTER PROPERTY OR ANY ACTIVITY CARRIED ON BY THE LICENSEE, ITS AGENTS, GUESTS, MEMBERS, PARTICIPANTS OR EMPLOYEES IN CONNECTION THEREWITH, AND THE LICENSEE HEREBY COVENANTS AND AGREES TO RELEASE, FOREVER DISCHARGE AND/OR INDEMNIFY, DEFEND AND HOLD CARTER, THEIR SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, SUITS, DEMANDS, CAUSES OF ACTION OF WHATEVER KIND AND NATURE, PROCEEDINGS, DAMAGES OR LIABILITIES, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF OR BY REASON OF ANY SUCH INJURIES, DEATH, LIABILITIES, CLAIMS, SUITS, OR LOSSES HOWEVER OCCURRING OR DAMAGES GROWING OUT OF THE SAME; WHETHER OR NOT CAUSED BY THE NEGLIGENCE, ACT, OR OMISSION OF CARTER. LICENSEE SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY CARTER, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AGAINST ANY SUITS, LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES AND ATTORNEYS' FEES, ARISING FROM LICENSEE'S EXERCISE OF THE LICENSE UNDER THIS AGREEMENT OR ARISING OUT OF (I) THE ACT, FAILURE TO ACT OR NEGLIGENCE OF LICENSEE, ITS AGENTS OR EMPLOYEES, (II) LICENSEE'S USE OF THE CARTER PROPERTY, AND/OR (III) THE BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION OF LICENSEE UNDER THIS AGREEMENT.

Licensee, for itself and for anyone claiming through or under it by way of subrogation or otherwise, hereby releases Carter from any and all liability or responsibility to Licensee, for any property damage specifically insured against or required by the terms of this Agreement to be insured against by Licensee, **EVEN IF SUCH LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE, INCLUDING THE SOLE NEGLIGENCE, OF CARTER.**

THIS SECTION 4 SHALL SURVIVE TERMINATION OF THE AGREEMENT.

5. The following are obligations of the Licensee under this Agreement.

- (a) Licensee agrees that the location of the Entrance Features in the Temporary Locations on the Carter Property by Licensee is so located at Licensee's risk. **Licensee is solely responsible for securing such Entrance Features and Carter shall not be liable for any loss, damage or theft of such Entrance Features.**
- (b) Licensee shall maintain the Entrance Features and the Temporary Location in a good and clean condition, free of debris.
- (c) Upon notice of termination of this Agreement, Licensee shall remove the Entrance Features from the Temporary Location within thirty (30) days after delivery of such

notice and relocate such Entrance Features to property owned by the Licensee. If Licensee fails to remove the Entrance Features within said 30-day period, Carter may remove and dispose of such Entrance Features.

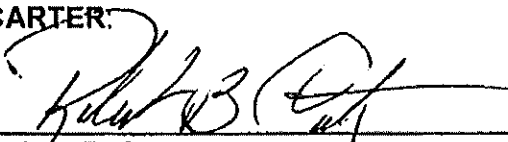
6. Nonassignable. This license is personal to the Licensee. It is not assignable by Licensee, and any attempt to assign this license will terminate the license and this Agreement.

7. Miscellaneous Provisions.

- (a) Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties and shall be binding upon the parties, their subsidiaries, affiliates, successors, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby.
- (b) Reservation of Rights. Carter reserves all rights in the Carter Property.
- (c) Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Texas. Venue for any disputes arising hereunder shall be exclusively in Brazos County, Texas.
- (d) Severability. The Sections, Paragraphs and individual provisions contained in this Agreement shall be considered severable from the remainder of this Agreement and in the event that any Section, Paragraph or other provision should be determined to be unenforceable as written for any reason, such determination shall not adversely affect the remainder of the Sections, Paragraphs or other provisions of this Agreement. It is agreed further, that in the event any Section, Paragraph or other provision is determined to be unenforceable, the parties shall use reasonable efforts to reach agreement on an amendment to this Agreement to supersede such severed Section, Paragraph or provision.
- (e) Counterparts. This document shall be executed in multiple counterparts, each of which when taken together shall constitute but one and the same instrument.
- (f) Liability. IN NO EVENT SHALL CARTER EVER BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES ARISING OUT OF OR RELATING TO LOST PROFITS, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY LICENSEE, FOR ITSELF AND ON BEHALF OF LICENSEE'S RELATED PARTIES.
- (g) Further Acts. The parties agree to cooperate fully with each other to take such other further action and execute such other documents or instruments as necessary or appropriate to implement this Agreement.
- (h) Time. Time is of the essence in all matters pertaining to the performance of this Agreement. Unless otherwise specified, all references to "days" shall mean and refer to calendar days.

- (i) Construction. This Agreement is not to be construed more or less favorably between the parties by reason of authorship or origin of language.
- (j) No Partnership. The parties agree that this Agreement has been negotiated in an arm's length transaction and that each party hereto has reviewed the Agreement and executed same of its own accord. Nothing in this Agreement shall be construed to create a partnership or joint venture between Carter and Licensee.
- (k) Notice. All notices required or permitted to be given hereunder by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given, or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address specified below. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein.

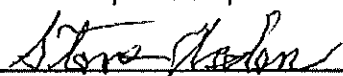
CARTER:


Robert B. Carter
1007 West Wind Court
Towson, MD 21204


Anne R. Carter
4695 Potter Lane
College Station, TX 77841

LICENSEE:

GREENBRIER OWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: 
Steve Arden, President

700 University Drive East, Suite 108
College Station, TX 77840

EXHIBIT A

CARTER PROPERTY

EXHIBIT A

Being all that certain 176.241 acre tract of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2, Brazos County, Texas and being the same tract of land described in Warranty Deed from George F. Carter and Albert R. Carter to George F. Carter and Albert R. Carter, Trustees of the George F. Carter and Albert R. Carter Family Trust dated June 1, 1993 and recorded in Volume 1860, Page 43, Official Records, Brazos County, Texas;

SAVE AND EXCEPT that certain 40.239 acre tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos county, Texas 90.R.B.C.) and being more particularly described by metes and bounds on **Exhibit A-1** attached hereto and made a part hereof for all purposes;

SAVE AND EXCEPT that certain 103.916 acre tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds on **Exhibit A-2** attached hereto and made a part hereof for all purposes;

SAVE AND EXCEPT that certain 11.190 acre tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.), a part of the 103.916 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Homewood, LLC recorded in Volume 8938, Page 97 (O.R.B.C.), a part of the 40.239 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Carter Arden Development, LLC recorded in Volume 8938, Page 108 (O.R.B.C.) and a portion of the 37.228 acre tract described in the deed from J. Stephen Arden to Carter Arden Development, LLC recorded in Volume 8938, Page 113 (O.R.B.C.) and being more particularly described by metes and bounds on **Exhibit A-3** attached hereto and made a part hereof for all purposes.

EXHIBIT

A-1

FIELD NOTES
40.239 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at found 5/8-inch iron rod marking the south corner of the called 176.241 acre tract, the east corner of a called 41.031 acre J. Stephen Arden tract recorded in Volume 8900, Page 69 (O.R.B.C.) and being in the northwest right-of-way line of F.M. 1179 (based on an 80-foot width);

THENCE: N 45° 54' 02" W along the common line of the called 176.241 acre and the called 41.031 acre tracts for a distance of 763.70 feet to the POINT OF BEGINNING;

THENCE: continuing along the common lines of the called 176.241 and 41.031 acre tracts for the following two (2) calls:

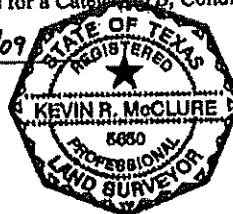
- 1) N 45° 54' 02" W for a distance of 2789.13 feet to a 4" fence post for corner and
- 2) N 45° 43' 02" E for a distance of 905.47 feet for corner; from whence a 4-inch fence corner post marking the northeast corner of the called 41.031 acre tract bears N 45° 43' 02" E at a distance of 47.03 feet for reference;

THENCE: into the interior of the called common 176.241 acre Carter tract for the following thirteen (13) calls:

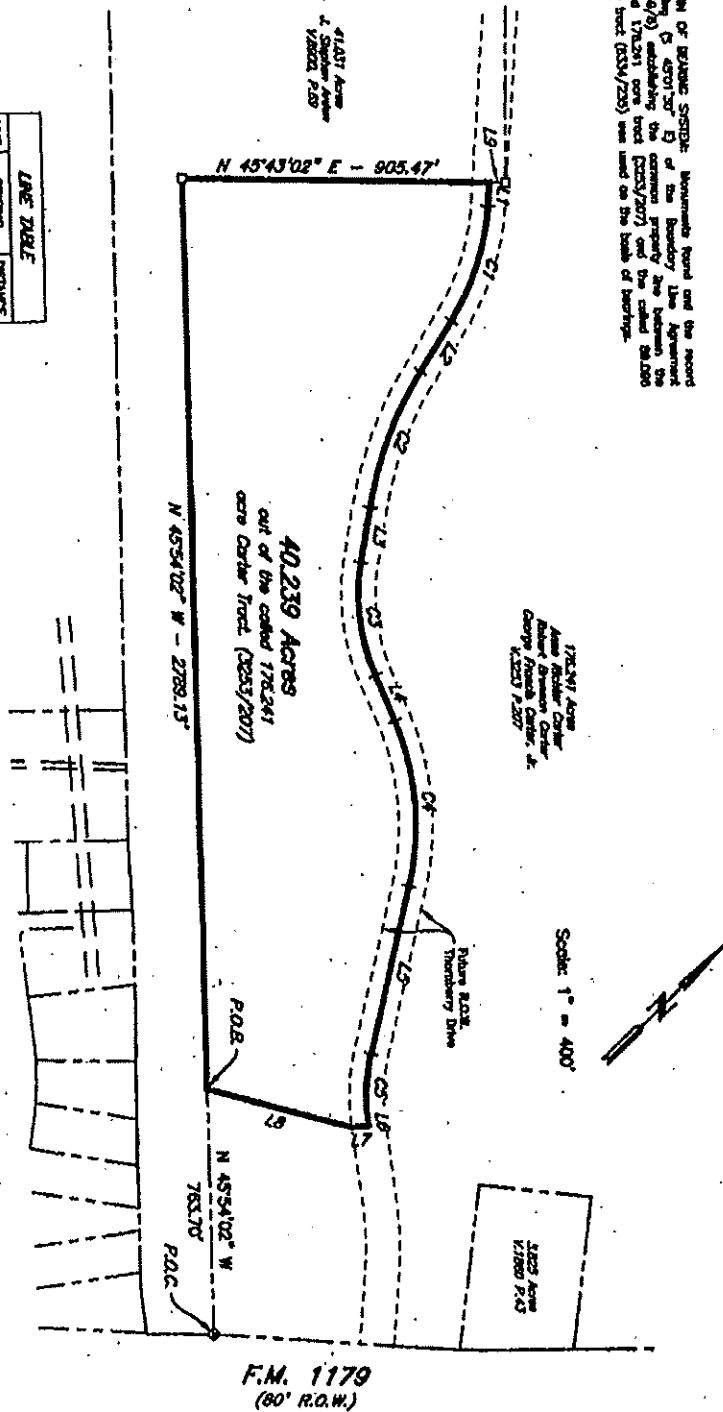
- 1) S 41° 14' 19" E for a distance of 72.06 feet to the Point of Curvature of a curve to the right,
- 2) 375.45 feet along the arc of said curve having a central angle of 27° 13' 49", a radius of 790.00 feet, a tangent of 191.34 feet and a long chord bearing S 27° 37' 24" E at a distance of 371.93 feet to the Point of Tangency,
- 3) S 14° 00' 30" E for a distance of 177.12 feet to the Point of Curvature of a curve to the left,
- 4) 449.84 feet along the arc of said curve having a central angle of 21° 39' 32", a radius of 1190.00 feet, a tangent of 227.64 feet and a long chord bearing S 24° 50' 16" E at a distance of 447.17 feet to the Point of Tangency,
- 5) S 35° 40' 02" E for a distance of 172.04 feet to the Point of Curvature of a curve to the left,
- 6) 353.03 feet along the arc of said curve having a central angle of 31° 07' 08", a radius of 650.00 feet, a tangent of 180.99 feet and a long chord bearing S 51° 13' 36" E at a distance of 348.71 feet to the Point of Tangency,
- 7) S 66° 47' 10" E for a distance of 150.51 feet to the Point of Curvature of a curve to the right,
- 8) 516.87 feet along the arc of said curve having a central angle of 34° 50' 26", a radius of 850.00 feet, a tangent of 266.70 feet and a long chord bearing S 49° 21' 57" E at a distance of 508.94 feet to the Point of Tangency,
- 9) S 31° 56' 44" E for a distance of 523.71 feet to the Point of Curvature of a curve to the left,
- 10) 212.25 feet along the arc of said curve having a central angle of 20° 16' 06", a radius of 600.00 feet, a tangent of 107.25 feet and a long chord bearing S 42° 04' 47" E at a distance of 211.15 feet to the Point of Tangency,
- 11) S 52° 12' 51" E for a distance of 10.39 feet for corner,
- 12) S 39° 44' 40" W for a distance of 50.03 feet for corner and
- 13) S 60° 45' 22" W for a distance of 444.08 feet to the POINT OF BEGINNING and containing 40.239 acres of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey.

Kevin R. McClure 1/21/09
Kevin R. McClure, R.P.L.S. #5650



SECTION OF BEARING SYSTEM: Monumental found and the record bearing (S 45°01'30" E) of the Boundary Line Agreement (7/64/8) establishing the eastern property line between the called 176.241 acre tract (2023/207) and the called 84.000 acre tract (8334/233) was used on the basis of bearings.



LINE	BEARING	DISTANCE
L1	S 41°16'18" E	72.08'
L2	S 46°00'20" E	177.12'
L3	S 39°40'02" E	172.04'
L4	S 88°47'10" E	109.31'
L5	S 37°36'44" E	503.71'
L6	S 20°12'31" E	10.38'
L7	S 38°44'40" W	26.03'
L8	S 87°45'22" W	44.08'

CURVE	DATA	POINTS	LENGTH	THICKNESS	CHORD BEG.	CHORD END.
C1	27°13'46"	790.00'	375.45'	181.34'	S 27°07'26" E	371.33'
C2	21°36'02"	1190.00'	440.84'	222.84'	S 24°50'16" E	442.17'
C3	31°07'08"	650.00'	353.00'	180.00'	S 31°13'58" E	348.71'
C4	34°50'28"	850.00'	516.87'	268.78'	S 48°21'37" E	508.94'
C5	30°16'08"	800.00'	272.25'	107.25'	S 47°04'47" E	231.15'

LEGEND
 - 3/8" Iron Rod Found
 - 1/2" Iron Rod Found
 P.O.B. - Point of Beginning
 P.O.C. - Point of Commencement

FIELD NOTES
103.916 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 5/8-inch iron rod marking the north corner of the called 176.241 acre tract, the west corner of a called 89.096 acre 1179 Joint Venture I, L.P. tract recorded in Volume 6334, Page 235 (O.R.B.C.) and further described in the boundary line agreement recorded in Volume 7849, Page 6 (O.R.B.C.), said iron rod also being in the southwest line of a called 46.8 acre John Raborn tract recorded in Volume 173, Page 3 of the Brazos County Deed Records (B.C.D.R.);

THENCE: S 45° 01' 30" E along the said agreed common boundary line for a distance of 4242.56 feet for corner; from whence a found 5/8-inch iron rod marking the east corner of the called 176.241 acre tract bears S 45° 01' 30" E at a distance of 616.30 feet for reference;

THENCE: into the interior of the called common 176.241 acre Carter tract for the following Twenty-one (21) calls:

- 1) S 57° 00' 44" W for a distance of 270.28 feet to the Point of Curvature of a curve to the left;
- 2) 227.56 feet along the arc of said curve having a central angle of 08° 41' 32", a radius of 1500.00 feet, a tangent of 114.00 feet and a long chord bearing S 52° 39' 58" W at a distance of 227.34 feet to the Point of Tangency;
- 3) S 48° 19' 12" W for a distance of 226.72 feet to the Point of Curvature of a curve to the right;
- 4) 224.89 feet along the arc of said curve having a central angle of 12° 16' 18", a radius of 1050.00 feet, a tangent of 112.88 feet and a long chord bearing S 54° 27' 21" W at a distance of 224.46 feet to the Point of Tangency;
- 5) S 60° 35' 29" W for a distance of 194.34 feet to the Point of Curvature of a curve to the left;
- 6) 138.54 feet along the arc of said curve having a central angle of 08° 21' 19", a radius of 950.00 feet, a tangent of 69.39 feet and a long chord bearing S 56° 24' 50" W at a distance of 138.41 feet to a Point of Compound Curvature;
- 7) 41.53 feet along the arc of said compound curve having a central angle of 95° 10' 38", a radius of 25.00 feet, a tangent of 27.37 feet and a long chord bearing S 04° 38' 51" W at a distance of 36.92 feet to a Point of Compound Curvature;
- 8) 89.01 feet along the arc of said curve having a central angle of 09° 16' 22", a radius of 550.00 feet, a tangent of 44.60 feet and a long chord bearing S 47° 34' 39" E at a distance of 88.92 feet to the Point of Tangency;
- 9) S 52° 12' 51" E for a distance of 12.10 feet for corner;
- 10) S 39° 44' 40" W for a distance of 50.03 feet for corner;
- 11) N 52° 12' 51" W for a distance of 10.39 feet to the Point of Curvature of a curve to the right;
- 12) 212.25 feet along the arc of said curve having a central angle of 20° 16' 06", a radius of 600.00 feet, a tangent of 107.25 feet and a long chord bearing N 42° 04' 47" W at a distance of 211.15 feet to the Point of Tangency;
- 13) N 31° 56' 44" W for a distance of 523.71 feet to the Point of Curvature of a curve to the left;
- 14) 516.87 feet along the arc of said curve having a central angle of 34° 50' 26", a radius of 850.00 feet, a tangent of 266.70 feet and a long chord bearing N 49° 21' 57" W at a distance of 508.94 feet to the Point of Tangency;
- 15) N 66° 47' 10" W for a distance of 150.51 feet to the Point of Curvature of a curve to the right;
- 16) 353.03 feet along the arc of said curve having a central angle of 31° 07' 08", a radius of 650.00 feet, a tangent of 180.99 feet and a long chord bearing N 51° 13' 36" W at a distance of 348.71 feet to the Point of Tangency;

- 17) N 35° 40' 02" W for a distance of 172.04 feet to the Point of Curvature of a curve to the right;
- 18) 449.84 feet along the arc of said curve having a central angle of 21° 39' 32", a radius of 1190.00 feet, a tangent of 227.64 feet and a long chord bearing N 24° 50' 16" W at a distance of 447.17 feet to the Point of Tangency;
- 19) N 14° 00' 30" W for a distance of 177.12 feet to the Point of Curvature of a curve to the left;
- 20) 375.45 feet along the arc of said curve having a central angle of 27° 13' 49", a radius of 790.00 feet, a tangent of 191.34 feet and a long chord bearing N 27° 37' 24" W at a distance of 371.93 feet to the Point of Tangency;
- 21) N 41° 14' 19" W for a distance of 72.06 feet for corner in the southeast line of the called 41.031 acre J. Stephen Arden tract recorded in Volume 8900, Page 69 (O.R.B.C.);

THENCE: N 45° 43' 02" E along the common line of the called 176.241 and 41.031 acre tracts for a distance of 47.03 feet to a 4" fence post for corner;

THENCE: N 44° 41' 16" W continuing along the said common line for a distance of 1023.10 feet to a 5/8-inch iron rod marking the northwest corner of the called 176.241 acre tract, said iron rod also being in the southeast line of a called 333.4 acre Carrabba tract recorded in Volume 5807, Page 259 (O.R.B.C.);

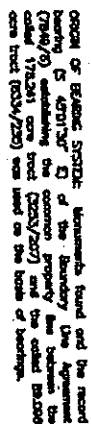
THENCE: N 29° 54' 54" E along the common line of the called 176.241 acre Carter tract and 333.4 acre Carrabba tract for a distance of 920.65 feet to a found 5/8-inch iron rod marking the northeast corner of the said Carrabba tract and the southeast corner of the beforementioned Raborn tract;

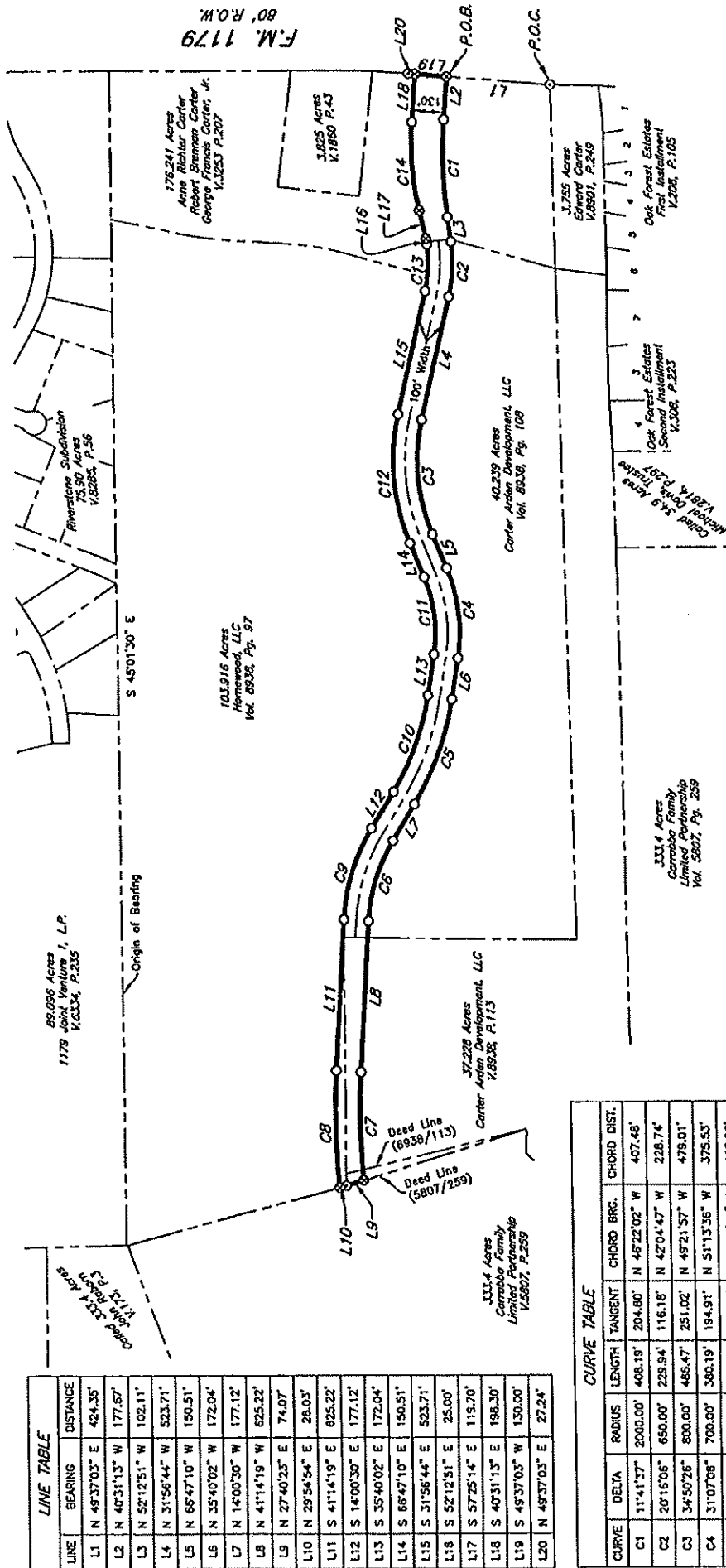
THENCE: N 43° 41' 07" E for a distance of 5.00 feet to the POINT OF BEGINNING and containing 103.916 acres of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey.

Kevin R. McClure 1/21/07
Kevin R. McClure, R.P.L.S. #5650







ORIGIN OF BEARING SYSTEM: Monuments found and the record bearing (S 45°01'30" E) of the Boundary Line Agreement (7849/6) establishing the common property line between the called 176.241 acre tract (3225/207) and the called 69.056 acre tract (6334/235) was used as the basis of bearings.

LEGEND

- ⊙ - 5/8" Iron Rod Found
- - 3/4" Iron Pipe Set
- ⊗ - 1/2" Iron Rod Set

Scale: 1" = 500'

THORNBERRY DRIVE

Right-of-Way Dedication

11.190 Acres

FIELD NOTES
THORNBERRY DRIVE RIGHT-OF-WAY DEDICATION
11.190 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.), a part of the 103.916 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Homewood, LLC recorded in Volume 8938, Page 97 (O.R.B.C.), a part of the 40.239 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Carter Arden Development, LLC recorded in Volume 8938, Page 108 (O.R.B.C.) and a portion of the 37.228 acre tract described in the deed from J. Stephen Arden to Carter Arden Development, LLC recorded in Volume 8938, Page 113 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at found 5/8-inch iron rod marking the east corner of a 3.755 acre Edward B. Carter tract recorded in Volume 8901, Page 249 (O.R.B.C.), the south corner of the called 176.241 acre Carter tract recorded in Volume 3253, Page 207 (O.R.B.C.) and being in the northwest right-of-way line of F.M. 1179 (based on a 80 foot width);

THENCE: N 49° 37' 03" E along the said northwest right-of-way line of F.M. 1179 for a distance of 424.35 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING;

THENCE: N 40° 31' 13" W into the interior of the said 176.21 acre tract for a distance of 177.67 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 408.19 feet along the arc of said curve having a central angle of 11° 41' 37", a radius of 2000.00 feet, a tangent of 204.80 feet and a long chord bearing N 46° 22' 02" W at a distance of 407.48 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: N 52° 12' 51" W, at 93.43 feet pass the southeast line of the said 40.239 acre Carter Arden tract, continuing into the said 40.239 acre Carter Arden tract for a total distance of 102.11 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 229.94 feet along the arc of said curve having a central angle of 20° 16' 06", a radius of 650.00 feet, a tangent of 116.18 feet and a long chord bearing N 42° 04' 47" W at a distance of 228.74 feet to a 3/4-inch iron rod set for the Point of Tangency;

THENCE: N 31° 56' 44" W for a distance of 523.71 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 486.47 feet along the arc of said curve having a central angle of 34° 50' 26", a radius of 800.00 feet, a tangent of 251.02 feet and a long chord bearing N 49° 21' 57" W at a distance of 479.01 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: N 66° 47' 10" W for a distance of 150.51 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 380.19 feet along the arc of said curve having a central angle of 31° 07' 08", a radius of 700.00 feet, a tangent of 194.91 feet and a long chord bearing N 51° 13' 36" W at a distance of 375.53 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: N 35° 40' 02" W for a distance of 172.04 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 468.74 feet along the arc of said curve having a central angle of 21° 39' 32", a radius of 1240.00 feet, a tangent of 237.20 feet and a long chord bearing N 24° 50' 16" W at a distance of 465.96 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: N 14° 00' 30" W for a distance of 177.12 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 351.69 feet along the arc of said curve having a central angle of $27^{\circ} 13' 49''$, a radius of 740.00 feet, a tangent of 179.23 feet and a long chord bearing $N 27^{\circ} 37' 24'' W$ at a distance of 348.39 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: $N 41^{\circ} 14' 19'' W$, at 69.40 feet pass the northwest line of the said 40.239 acre Carter Arden tract and the upper southeast line of the said 37.228 acre Carter Arden tract, continuing into the said 37.228 acre Carter Arden tract for a total distance of 625.22 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 445.64 feet along the arc of said curve having a central angle of $08^{\circ} 41' 02''$, a radius of 2940.35 feet, a tangent of 223.25 feet and a long chord bearing $N 45^{\circ} 34' 49'' W$ at a distance of 445.22 feet to a 1/2-inch iron rod set for the northwest corner of this tract, said iron rod also being in the southeast line of the called 333.4 acre Carrabba tract recorded in Volume 5807, Page 259 (O.R.B.C.);

THENCE: $N 27^{\circ} 40' 23'' E$ continuing along the southeast line of the called 333.4 acre Carrabba tract for a distance of 74.07 feet to a found 5/8-inch iron rod marking the northwest corner of the said 103.916 acre Homewood tract, said iron rod also being at or near the north corner of the said 37.228 acre Carter Arden tract;

THENCE: $N 29^{\circ} 54' 54'' E$ along the common line of the called 333.4 acre Carrabba tract and the 103.916 acre Homewood tract for a distance of 28.03 feet to a 1/2-inch iron rod set for corner;

THENCE: into the interior of the said 103.916 acre Homewood tract 481.66 feet in a clockwise direction along the arc of a curve having a central angle of $09^{\circ} 04' 37''$, a radius of 3040.35 feet, a tangent of 241.33 feet and a long chord bearing $S 45^{\circ} 46' 37'' E$ at a distance of 481.15 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: $S 41^{\circ} 14' 19'' E$ for a distance of 625.22 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 399.22 feet along the arc of said curve having a central angle of $27^{\circ} 13' 49''$, a radius of 840.00 feet, a tangent of 203.45 feet and a long chord bearing $S 27^{\circ} 37' 24'' E$ at a distance of 395.47 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: $S 14^{\circ} 00' 30'' E$ for a distance of 177.12 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 430.94 feet along the arc of said curve having a central angle of $21^{\circ} 39' 32''$, a radius of 1140.00 feet, a tangent of 218.07 feet and a long chord bearing $S 24^{\circ} 50' 16'' E$ at a distance of 428.38 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: $S 35^{\circ} 40' 02'' E$ for a distance of 172.04 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 325.88 feet along the arc of said curve having a central angle of $31^{\circ} 07' 08''$, a radius of 600.00 feet, a tangent of 167.07 feet and a long chord bearing $S 51^{\circ} 13' 36'' E$ at a distance of 321.89 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: $S 66^{\circ} 47' 10'' E$ for a distance of 150.51 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 547.27 feet along the arc of said curve having a central angle of $34^{\circ} 50' 26''$, a radius of 900.00 feet, a tangent of 282.39 feet and a long chord bearing $S 49^{\circ} 21' 57'' E$ at a distance of 538.88 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: $S 31^{\circ} 56' 44'' E$ for a distance of 523.71 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: at a distance of 105.55 feet along the arc of said curve intersect the southeast line of the said 103.916 acre Homewood tract, continue along the said curve and the beforesaid southeast line for a total distance of 194.56 feet having a central angle of $20^{\circ} 16' 06''$, a radius of 550.00 feet, a tangent of 98.31 feet and a long chord bearing $S 42^{\circ} 04' 47'' E$ at a distance of 193.55 feet to a 3/4-inch iron pipe set for corner;

THENCE: S 52° 12' 51" E continuing along the southeast line of the said 103.916 acre Homewood tract, at 12.10 feet pass an angle point in the beforesaid southeast line, continue into the said 176.241 acre tract for a total distance of 25.00 feet to a 1/2-inch iron rod set for corner;

THENCE: S 57° 25' 14" E for a distance of 119.70 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 371.65 feet along the arc of said curve having a central angle of 16° 54' 00", a radius of 1260.00 feet, a tangent of 187.18 feet and a long chord bearing S 48° 58' 14" E at a distance of 370.31 feet to 3/4-inch iron pipe set for the Point of Tangency;

THENCE: S 40° 31' 13" E for a distance of 198.30 feet to a 1/2-inch iron rod set for corner in the said northwest right-of-way line of F.M. 1179, from whence a found 5/8-inch iron rod marking a Point of Curvature in the northwest line of said F.M. 1179 bears N 49° 37' 03" E at a distance of 27.24 feet for reference;

THENCE: S 49° 37' 03" W along the said northwest right-of-way line for a distance of 130.00 feet to the POINT OF BEGINNING and containing 11.190 acres of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

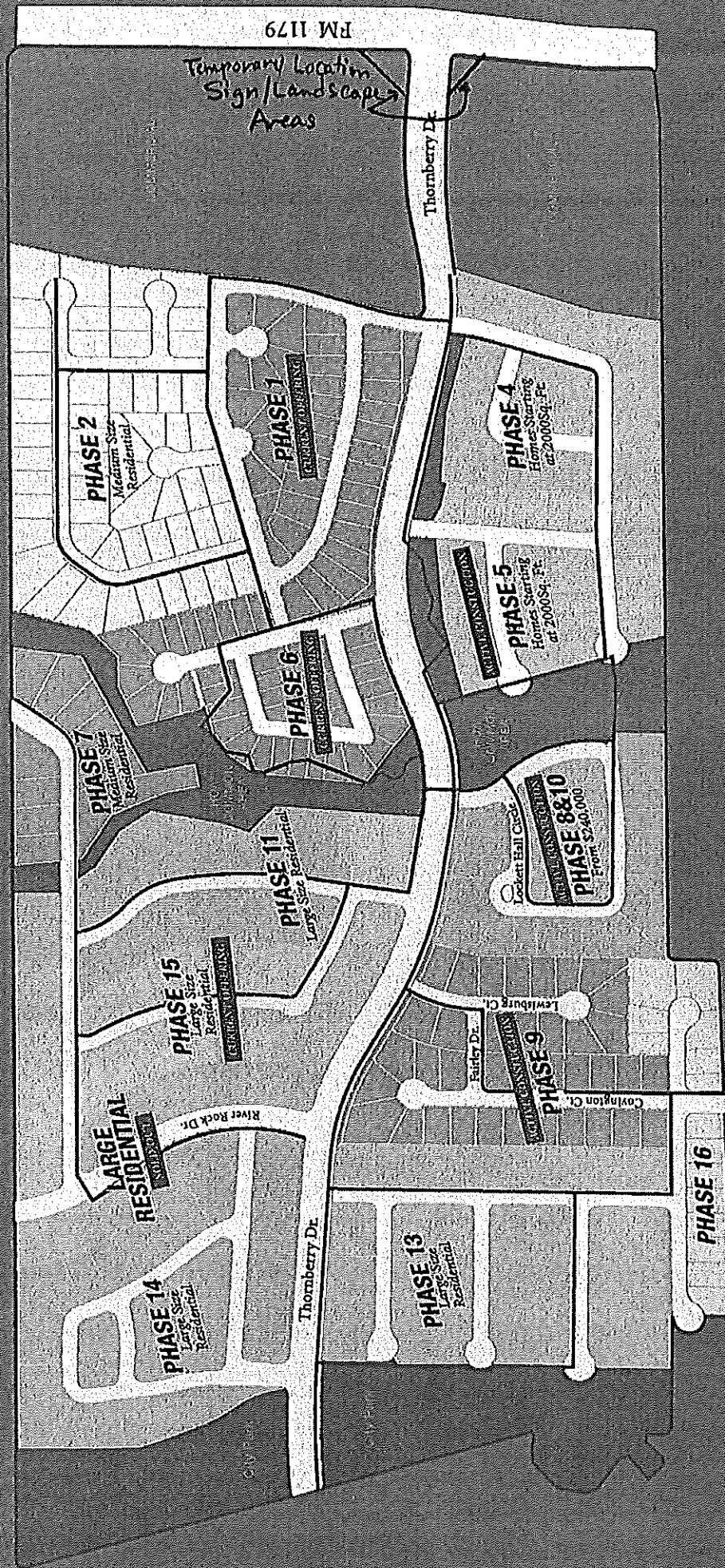
Kevin R. McClure 11/19/09
Kevin R. McClure, R.P.L.S. #5650



EXHIBIT B

TEMPORARY LOCATION

See Attached



MASTER PLAN

Proposed sidewalk/trail

GREENBRIER