

DECLARATION OF DETENTION EASEMENT AGREEMENT

THIS DECLARATION OF DETENTION EASEMENT AGREEMENT (this "Declaration") is entered into and made effective as of the 1st day of June, 2021, by and between ROBERT B. CARTER and ANNE R. CARTER (collectively, "Carter") and GREENBRIER OWNERS ASSOCIATION, INC., a Texas nonprofit association ("Greenbrier HOA").

I. Recitals

1.1 Carter is the owner of approximately 17.227 acres of land situated in the City of Bryan, Brazos County, Texas, such parcel(s) being described and depicted on Exhibit A attached hereto (the "Carter Tract").

1.2 Greenbrier HOA is the homeowners' association for the Greenbrier subdivision situated in the City of Bryan, Brazos County, Texas (the "Greenbrier Subdivision") and the owner of the 3.329 acre tract described on Exhibit B attached hereto (the "Detention Tract").

1.3 Phases 2A and 2B of the Greenbrier Subdivision, more particularly described on Exhibit C attached hereto (collectively, the "Greenbrier Tract") drain storm water into the Detention Tract. The existence of the Detention Tract further benefits Phases 4, 5 and 8/10 which lie downstream of the Detention Tract.

1.4 The Carter Tract drain storm water into the Detention Tract.

1.5 The Detention Tract currently has an existing detention lake to serve the detention requirements of the Greenbrier Tract and the Carter Tract (the "Detention Facilities") all as described in the Drainage Report for Greenbrier Subdivision Phase 2A and Future Development dated January 11, 2021 prepared by McClure & Browne Engineering/Surveying, Inc. ("Drainage Plan").

1.6 Greenbrier HOA wishes to grant certain conditional easement rights to the owners of the Carter Tract to expand and use the Detention Facilities as further set forth in Article V below.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby declare as follows:

II. Definitions

"*Capital Improvements*" has the meaning set forth in Section 4.5 below.

"*Detention Costs*" has the meaning set forth in Section 5.4 below.

"*Developed Tract*" means that portion of the Carter Tract that has received a certificate of occupancy for the development on such property.

"*Greenbrier Declaration*" means the Declaration of Covenants, Conditions and Restrictions of Greenbrier recorded in Volume 11230, Page 102, Official Records of Brazos County, Texas, as amended and as hereinafter amended from time to time.

"*Landscape Area*" means the landscape easement benefitting the Carter Tract referred to in the instrument recorded in Volume 17165, Page 44 in the Official Public Records of Brazos County, Texas.

"*Legal Requirements*" means applicable federal, state and local laws, statutes, ordinances, rules and regulations.

"*Owner*" means an owner of any portion of the Carter Tract and the Greenbrier HOA with respect to the Greenbrier Tract and no owner of an individual lot within the Greenbrier Tracts shall be considered an Owner hereunder.

"*Property*" shall mean the Greenbrier Tract, the Carter Tract, the Detention Tract and all other lands that may hereafter become subject to this Declaration pursuant to Section 5.5 below, if any.

"*Pro Rata Share*" shall mean the percentage show on Exhibit D.

"*Supplemental Declaration*" shall mean an amendment to this Declaration that may, but is not required to, add additional property to be covered by this Declaration and that may, but is not required to, impose, expressly or by reference, additional obligations on the land submitted by that Supplemental Declaration to the provisions of this Declaration.

"*Tract*" shall mean the Greenbrier Tract, the Carter Tract and the Detention Tract, as well as any additional tracts that may be added by filing a Supplemental Declaration), or as subdivided by recorded plat or as further divided and conveyed from one Owner to another.

"*Voting Unit*" shall mean a portion of the Property utilizing the Detention Tract containing one acre of land area and shall be the basis for voting rights by the Owners on the matters described herein, as further stipulated and qualified in Section 3.2 hereof and as initially set forth on Exhibit D attached hereto. In the case of fractional votes for Tracts which include or consist of a portion of an acre, the Voting Units shall be rounded down to the nearest whole number if the portion is .49 or below, or rounded up to the nearest whole number if the portion is .5 or over. Notwithstanding the above, no Tract shall have less than 1 Voting Unit, even if the Tract is smaller than .49 of an acre. The Greenbrier HOA shall exercise all votes for the Greenbrier Tract.

III. Management by Greenbrier HOA.

3.1 Generally. The Detention Tract and Detention Facilities are a Common Area as defined under the Greenbrier Declaration and shall be administered, maintained and managed by the Greenbrier HOA. The Greenbrier HOA shall have the right, power and obligation to provide

for the management, maintenance, repair, replacement, administration, and operation of the Detention Tract and Detention Facilities for the benefit of the Property as herein provided.

3.2 Additional Powers of the Greenbrier HOA. The Greenbrier HOA, acting through its Board, shall be entitled to enter into such contracts and agreements concerning the Detention Facilities as such Board deems reasonably necessary or appropriate to maintain, manage and operate the Detention Facilities in accordance with this Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, repair, administration, security, or other matters of mutual interest. With the consent of the owners of the Carter Tract, the Greenbrier HOA may convey the Detention Tract and Detention Facilities to the City of Bryan or to another public body that will take over the maintenance of the Detention Tract and Detention Facilities for the benefit of the Property and Owners.

3.3 Detention Tract and Detention Facilities. The Greenbrier HOA, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Detention Tract and Detention Facilities, including all improvements thereon, and shall keep the Detention Tract and Detention Facilities in good condition, order, and repair, pursuant to the terms and conditions hereof and consistent with a private detention facility serving a first-class commercial property in the Bryan, Texas area.

3.4 Implied Rights. The Greenbrier HOA may exercise any other right or privilege given to it expressly by this Declaration, statute or other applicable law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.5 Reserved Rights. This Declaration is subject to the rights reserved by the Owners of the Carter Tract described in the Gift Deed without Warranty of even date herewith from Homewood, LLC to the Greenbrier HOA.

IV. Sharing of Detention Costs; Covenant for Assessment

4.1 Creation of the Lien and Personal Obligation of Assessments. The Greenbrier HOA shall be responsible for the payment of all the Detention Costs and Capital Improvements so long as the Carter Tract are undeveloped. Beginning when a portion of the Carter Tract becomes a Developed Tract, the Owner(s) of the Carter Tract shall pay to the Greenbrier HOA their Pro Rata Share of: (i) annual assessments, and (ii) special assessments assessed hereunder. The share of Detention Costs and Capital Improvements that are the responsibility of the Greenbrier HOA will be included in the annual or special assessments, as applicable, assessed and collected by the Greenbrier HOA under the Greenbrier Declaration. The annual and special assessments, together with late charges, interest (at the lower of 10% or the maximum rate allowed by law), costs, expenses, fines and reasonable attorneys' fees as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with late charges, fines, interest, costs, expenses and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner (except for the Detention Tract) at the time when the assessment became due. The

personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. Annual assessments levied by the Greenbrier HOA hereunder shall be used to pay the Detention Costs described in Section 5.4 below and special assessments levied by the Greenbrier HOA shall be used to pay for Capital Improvements described in Section 4.5.

4.3 Rates of Annual Assessments. The annual assessment that is the responsibility of the Carter Tract or portions thereof shall commence on the date that the Carter Tract or a portion thereof becomes a Developed Tract and shall be prorated for a partial year, if applicable. Until so developed, no portion of the Carter Tract shall be responsible for Detention Costs or special assessments. The assessments for any year, after the first year, shall become due and payable in advance on the first day of January. Any party that takes title to the Carter Tract or a portion thereof after the first day of January in any year is responsible for the pro rata portion of that year's annual assessment and such pro rata share shall be due and payable when title passes. The due date of any special assessment under Section 5 of this Article shall be fixed in the resolution authorizing such assessment.

4.4 Increases in Annual Assessments. The Board of the Greenbrier HOA shall determine and certify that the then current annual assessment estimate of Detention Costs is sufficient, insufficient, or excessive to reasonably meet the expenses described in Section 5.4 below and, at a meeting called for such purpose at least 30 days in advance of the assessment period, and by majority vote of the Board of the Greenbrier HOA, may increase or decrease the annual assessment rates set forth above by an amount not to exceed 10% of the previous annual assessment rate. An annual assessment shall not be increased or decreased more than once in any calendar year, and any increases or decreases shall not take effect retroactively. Should the Board of the Greenbrier HOA determine that an increase or decrease exceeding 10% is necessary such assessment rate changes shall require the approval of two thirds of the eligible Voting Units of Owners who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Greenbrier HOA may levy, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in Detention Tract or Detention Facilities ("Capital Improvements"), provided that any such assessment shall have the approval of two thirds (2/3) of the eligible Voting Units of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, i.e. 2/3 of votes present. Approvals shall not be unreasonably withheld by the Owners for special assessments called for improvements or capital repairs needed to keep the Detention Facilities properly functioning and in compliance with applicable laws and ordinances. Prior to commencing any capital improvements to the Detention Facilities, the Greenbrier HOA shall solicit at least 3 independent bids from qualified contractors prior to selecting a contractor to perform the work. Such special assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the annual assessment as set forth in Section 4 of this Article and shall be prorated in accordance therewith for the length of time during such year that

the Tract has been owned by an Owner. All Owners assessed will be assessed in accordance with Section 4.3. Notwithstanding the foregoing, if the Detention Facilities are expanded to serve any portion of the Carter Tract, then the owner of the portion of the Carter Tract that the Detention Facilities are being expanded to serve, shall pay 100% of all costs to expand the Detention Facilities per Section 5.5 and such expansion shall not qualify for a special assessment under this Declaration.

4.6. Notice of Annual Assessments. The Greenbrier HOA shall fix the amount of the annual assessment/estimate of Detention Costs and the late charge rate at least 30 days in advance of each annual assessment period. Written notice of the annual assessment including the due date shall be sent to the Owner(s) of the Carter Tract.

4.7 Effect of Nonpayment of Assessments, Remedies of the Greenbrier HOA. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the lesser of (i) 10% or (ii) the maximum rate of interest permitted by law. The Greenbrier HOA may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of non-use or abandonment. In any action or proceeding under this Declaration, the Greenbrier HOA shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees. In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Tract, whether mentioned therein or not, which lien may be enforceable through appropriate judicial proceedings by the Greenbrier HOA. Each Owner of a Tract, by such party's acceptance of a deed thereto or joinder in this Declaration, hereby grants the Greenbrier HOA the power to enforce the assessment lien retained herein. The assessment lien may be foreclosed on by judicial foreclosure only. At any foreclosure sale, the Greenbrier HOA is authorized to bid and purchase any Tract if it is the successful bidder. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Greenbrier HOA in connection with such default, including reasonable attorneys' fees; second, from such proceeds there shall be paid to the Greenbrier HOA an amount equal to the amount of assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance shall be paid to such Owner or party otherwise lawfully entitled thereto. Following any such foreclosure, each Owner and/or occupant of any such Tract foreclosed on and each occupant of any Improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any lawful means, including a judgment for possession and any action of forcible detainer and the issuance of writ of possession thereunder.

In the alternative, the Greenbrier HOA may bring a suit at law to enforce any assessment or other financial obligation. Any judgment rendered in such action shall include any late charges, interest and other costs of enforcement including reasonable attorneys' fees in the amount as the court may adjudge against the defaulting Owner or Member.

4.8 Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to the lien of any first mortgage encumbering a Tract. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or

proceedings. The Owner of such Tract prior to such sale or foreclosure shall remain personally liable, for the assessments due prior to such sale or foreclosure. Sale or transfer or foreclosure shall not relieve any Tract from the liability of any subsequent assessments or from the lien thereof.

4.9 Books and Records. The books, records and papers of the Greenbrier HOA relating to this Agreement and the Detention Facilities shall, during reasonable business hours, be subject to inspection by any Owner.

V. Detention Facilities

5.1 Detention Facilities. The Carters, or their successors or assigns, may modify or expand the existing Detention Facilities located on the Detention Tract if required for the use of or development by the Owners of the Carter Tract with sufficient capacity for the Carter Tract in its fully-developed-state (as determined by the Carters), and the Greenbrier Tract. The Detention Facilities may be further modified and expanded as needed to accommodate the redevelopment of the Carter Tract, and the Owner who is expanding or modifying the Detention Facilities shall pay all costs of such expansion or modification.

5.2 Declaration of Easement; Usage Limit. Greenbrier HOA, for itself and its successors, tenants, and assigns hereby declares and imposes for the benefit of the Greenbrier Tracts, and the Carter Tract (the "Benefited Tracts"), a perpetual detention and drainage easement over and across the Detention Tract for the purpose of providing owners and occupants of the Benefited Tracts with a detention pond and collection area for storm water detention. Such detention easement shall inure to the benefit of each Owner of the Benefited Tracts, and their successors, assigns, mortgagees, employees, agents, customers, licensees, invitees and lessees (including, without limitation, the sublessees, employees, customers, agents and invitees of such lessees), be appurtenant to such Tracts, and run with the ownership of such Tracts. The Greenbrier Tract shall limit their use of the Detention Facilities and Detention Tract to the capacities set forth in the Drainage Plan.

5.3 Maintenance of Detention Facilities. The Greenbrier HOA will maintain in a good, clean and safe condition and repair the Detention Facilities in compliance with all applicable legal requirements. Such maintenance obligations will include maintaining, mowing, and repairing the Detention Facilities to the extent reasonably necessary to keep the Detention Facilities in a neat, maintained and functioning capacity.

5.4 Expenses. Subject to the limitations of Section 4.3, each Owner within the Property (except the Detention Tract) shall be responsible for its Pro Rata Share of: (i) the real estate taxes for the Detention Tract and (ii) all costs and expenses to maintain, mow, and repair the Detention Facilities ("Detention Costs"). The Greenbrier HOA shall manage the maintenance of the Detention Facilities and invoice each Owner for their Pro Rata Share of the costs monthly and the taxes annually. Reimbursement will be payable to the Greenbrier HOA within 30 days of receipt and include the costs, plus interest commencing after 30 days, at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 10 percent per year). When any portion of the Carter Tract is developed for commercial use, such developed Tract will be responsible for its Pro Rata Share of Detention Expenses and Capital

Improvements beginning on the date a certificate of occupancy is issued for such Developed Tract as provided in Section 4.3.

5.5 Annexation and Expansion Right. Any Owner of the Carter Tract may expand the Detention Tract and Detention Facilities so that it can also serve additional or new development or redevelopment of the Carter Tract. Prior to commencing any construction on the Detention Facilities or Detention Tract, an Owner must submit its proposed construction plans to the City of Bryan for review and approval. Once the plans are approved and permitted by the City of Bryan, the work may commence. Such work on the Detention Facilities or Detention Tract will not unreasonably interfere with the operation of the Detention Facilities.

5.6 Landscape Area. Notwithstanding anything to the contrary set forth above, Greenbrier HOA will maintain the Landscape Area until such time as the Owner(s) of the Carter Tract installs plants or other landscaping material in the Landscape Area. After any Owner of the Carter Tract installs plants or other landscaping material in the Landscape Area, the Owner(s) of the Carter Tract shall be responsible for the maintenance of the Landscape Area. Greenbrier HOA will plant no vegetation other than grass in the Landscape Area without the prior written consent of the Owner(s) of the Carter Tract. Owner(s) of the Carter Tract may, in their sole and absolute discretion, allow the Greenbrier HOA to construct an entrance sign and related features in the Landscape Area.

VI. General Provisions

6.1 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Tracts other than the easements, covenants and restrictions specifically set forth herein. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

6.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Declaration 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 hereinafter specified. 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. Until changed in the manner provided herein, the parties' respective addresses for notices hereunder are as follows:

If to Carters:

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

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

If to Greenbrier HOA:

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

6.3 Breach. In the event of a breach or threatened breach of this Declaration, only the parties to this Declaration or the Owners of the Property or tenants under valid leases of the Property shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Declaration will entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Declaration. A breach of any of the terms, conditions, covenants, or restrictions of this Declaration will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

If the Greenbrier HOA shall fail to maintain in good condition and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities, the Detention Facilities pursuant to Paragraph 5.3 above, any Owner of the Carter Tract or portions thereof (each a "Curing Owner") shall have the right, but not the obligation, to enter the Detention Facilities following 45 days prior written notice to the Greenbrier HOA and perform such maintenance, the reasonable, out-of-pocket cost of which shall be reimbursed by the Greenbrier HOA, except no prior written notice shall be required if such failure materially and adversely affects such other Owner's Tract. Any such unpaid amounts, together with interest thereon at the Agreed Rate (as hereinafter defined) and the costs of collection (if any), shall be paid by the Greenbrier HOA. As used herein, the term "Agreed Rate" shall mean the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then charged by Citibank N.A. for commercial loans of its most preferred commercial customers. The Greenbrier HOA shall assess all of the Owner for reimbursement assessments set forth in Section 4.8 above; and the Greenbrier HOA shall elect to offset the amount that is owed to the Curing Owner for the Curing Owner's share of such reimbursement assessments.

In the event of a non-monetary breach by the Greenbrier HOA or an Owner of any obligation under this Agreement (the "Defaulting Party"), the other Owner or Owners, or the Greenbrier HOA, as applicable, shall be entitled to obtain an injunction specifically enforcing the performance of such obligation, or by any other legal and/or equitable remedies available for such breach. The Greenbrier HOA and Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach of the non-monetary provisions hereof. Any action taken or document executed in violation of this

Agreement shall be void and may be set aside upon the petition of the other Owners or the Greenbrier HOA. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by the Defaulting Party.

6.4 Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

6.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but establish easements, rights, and obligations which constitute covenants running with the land and the title to the Tracts; whether such tracts are owned by the Carters, current owners of the Greenbrier Tracts, or a subsequent owner or owners of such tracts, and whether such tracts are owned by the same owner or different owners. If the Tracts are ever owned by the same person(s), the easements contained in this Declaration shall not merge into the fee simple title of the owner(s).

6.6 Severability. If any provision of this Declaration shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

6.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Declaration, upon an Owner's sale of all of its property comprising a part of the Carter Tract, such Owner shall be released from all unaccrued liabilities and other obligations arising under this Declaration from and after the effective date of such sale. Subject to the other provisions hereto, this Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

6.8 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Property by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

6.9 Estoppel Certificates. Any Owner or ground lessee of any portion of the Property (or any mortgagee holding a first lien security interest in any portion of the Property) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Declaration, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status

of the obligations under this Declaration as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore

6.10 Counterparts; Multiple Originals. This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.11 Modification and Cancellation. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except upon a written document executed by the Greenbrier HOA and the Owners of the Carter Tract and recorded in the Official Public Records of Brazos County, Texas.

This Declaration of Detention Easement Agreement (“Declaration”) herein has been executed by the parties on the date of the taking of his/her/its acknowledgment, but the effective date of this Declaration shall be deemed to be the 1st day of June, 2021, for all purposes and it shall be effective as of that date.

List of Exhibits

<u>Exhibit A</u>	Carter Tract
<u>Exhibit B</u>	Detention Tract
<u>Exhibit C</u>	Greenbrier Tract
<u>Exhibit D</u>	Voting Units/Pro Rata Share

(Signature Pages Follow)

CARTER:

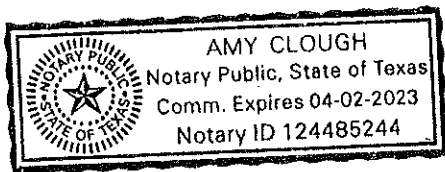
Robert B. Carter

Robert B. Carter

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on May 21st, 2021, by ROBERT B. CARTER.

GIVEN UNDER MY HAND AND SEAL this 21st day of May, 2021.



Amy Clough

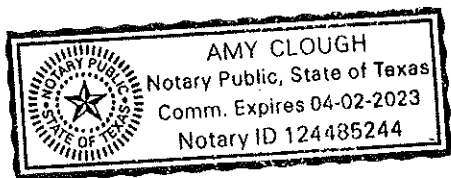
Notary Public, State of Texas

Anne Richter Carter
Anne Richter Carter

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on May 21, 2021, by ANNE RICHTER CARTER.

GIVEN UNDER MY HAND AND SEAL this 21st day of May, 2021.



Amy Clough
Notary Public, State of Texas

GREENBRIER HOA:

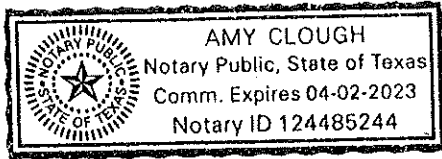
GREENBRIER OWNERS ASSOCIATION, INC.
a Texas nonprofit association

By: *Steve Arden*
Steve Arden President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on May 21, 2021, by STEVE ARDEN, President of GREENBRIER OWNERS ASSOCIATION, INC., a Texas nonprofit association on behalf of said association.

GIVEN UNDER MY HAND AND SEAL this 21st day of May, 2021.



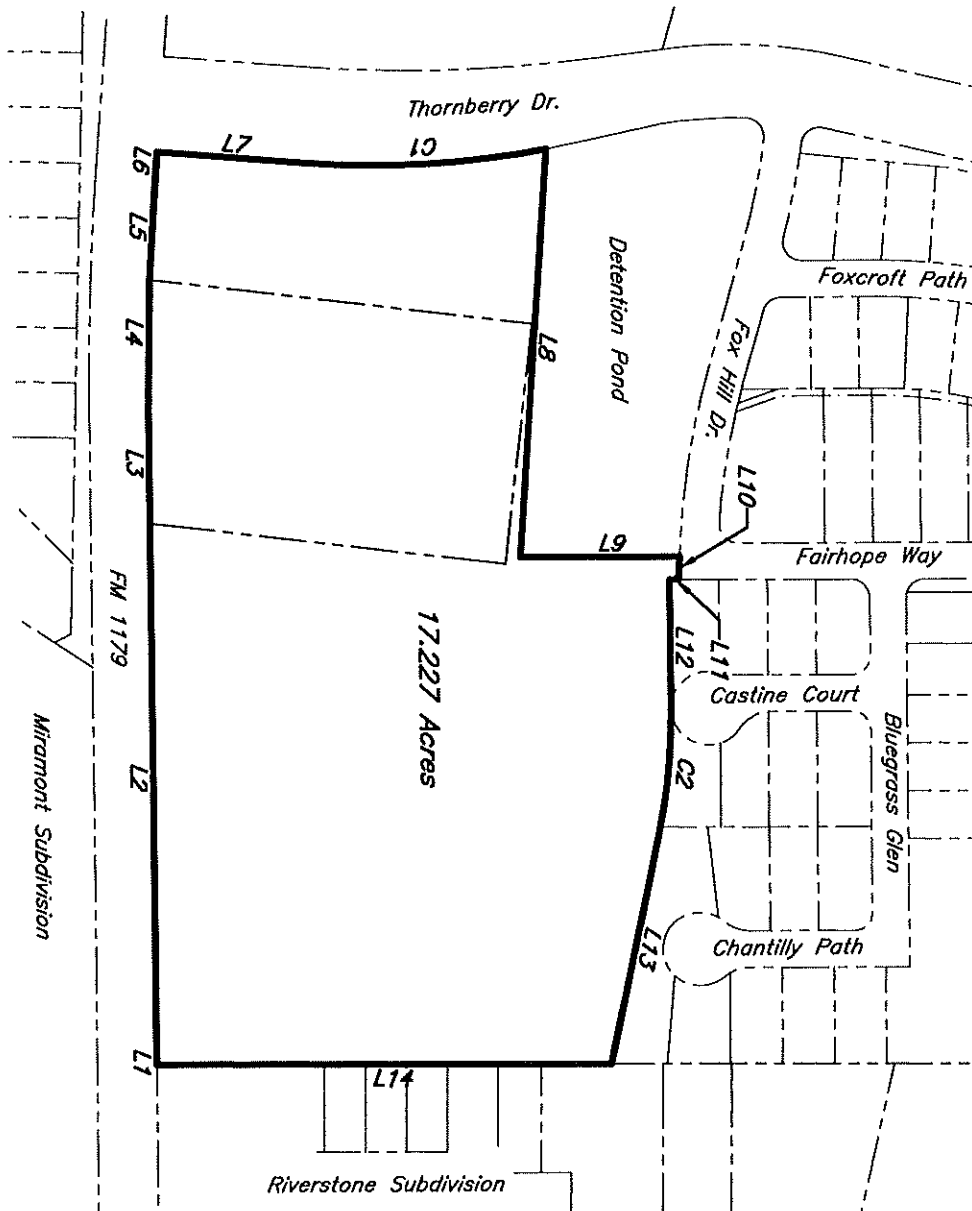
Amy Clough
Notary Public, State of Texas

Exhibit A
Carter Tract

See attached depiction of 17.227 acre tract

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG.
C1	15°07'11"	1260.00'	332.56'	N 46°04'49" W
C2	12°02'14"	810.85'	170.35'	N 57°59'37" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°47'44" W	5.09'
L2	S 44°47'03" W	733.05'
L3	S 44°47'03" W	163.79'
L4	S 46°04'29" W	169.23'
L5	S 48°29'29" W	147.66'
L6	S 49°37'03" W	27.24'
L7	N 40°31'13" W	198.30'
L8	N 49°08'21" E	358.71'
L9	N 45°01'19" W	215.30'
L10	N 48°19'12" E	31.67'
L11	S 45°01'30" E	11.73'
L12	N 44°58'30" E	175.00'
L13	N 57°00'44" E	321.88'
L14	S 45°01'30" E	616.30'



McCLURE & BROWNE
ENGINEERING/SURVEYING, INC.

1008 Woodcreek Drive, Suite 103
College Station, Texas 77845
(979) 693-3638
Firm Reg. No. F-458



Scale: 1" = 200'



COMMERCIAL AREA
DRAINING TO DETENTION POND
GREENBRIER SUBDIVISION

Exhibit B
Detention Tract

See attached description of 3.329 acre tract

FIELD NOTES
3.329 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Bryan, Brazos County, Texas and being part of the called 176.241 acre remainder tract described in the Gift 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 3/4-inch iron pipe marking the south corner of GREENBRIER, PHASE 1 according to the Final Plat recorded in Volume 13195, Page 50 (O.R.B.C.), said iron rod also being in the southwest right-of-way line of Fox Hill Way (based on a 50-foot width), in the northeast right-of-way line of Thornberry Drive (based on a 100-foot width recorded in Volume 9828, Page 120 [O.R.B.C.]) and in the northwest line of the called 176.241 acre Carter remainder tract;

THENCE: along the southeasterly right-of-way line of said Fox Hill Way, the northwesterly line of the called 176.241 acre Carter remainder tract and the called 103.916 acre Homewood, LLC remainder tract recorded in Volume 8938, Page 97 (O.R.B.C.) for the following five (5) calls:

- 1) 41.53 feet along the arc of a curve having a central angle of $95^{\circ}10'38''$, a radius of 25.00 feet, a tangent of 27.37 feet and a long chord bearing $N 04^{\circ}38'51'' E$ at a distance of 36.92 feet to a found 3/4-inch iron pipe for the Point of Compound Curvature,
- 2) 138.54 feet along the arc of said compound curve having a central angle of $08^{\circ}21'19''$, a radius of 950.00 feet, a tangent of 69.39 feet and a long chord bearing $N 56^{\circ}24'50'' E$ at a distance of 138.41 feet to a found 3/4-inch iron pipe for the Point of Tangency, and
- 3) $N 60^{\circ}35'29'' E$ for a distance of 194.34 feet for the Point of Curvature of a curve to the left,
- 4) 224.89 feet in a counter-clockwise direction along the arc of a curve having a central angle of $12^{\circ}16'18''$, a radius of 1050.00 feet, a tangent of 112.88 feet and a long chord bearing $N 54^{\circ}27'21'' W$ at a distance of 224.46 for the Point of Tangency, and
- 5) $N 48^{\circ}19'12'' E$ for a distance of 25.50 feet for the north corner of this herein described tract;

THENCE: into and through the called 176.241 acre Carter remainder tract for the following two (2) calls:

- 1) $S 45^{\circ}01'19'' E$ a distance of 215.30 feet for the east corner of this tract, and
- 2) $S 49^{\circ}09'21'' W$ for a distance of 558.71 feet for corner in the northeast right-of-way line of Thornberry Drive;

THENCE: along the northeast right-of-way line of said Thornberry Drive for the following four (4) calls:

- 1) 39.15 feet in a counter-clockwise direction along the arc of a curve having a central angle of $01^{\circ}46'49''$, a radius of 1,260.00 feet, a tangent of 19.58 feet and a long chord bearing $N 56^{\circ}31'49'' W$ at a distance of 39.15 feet to a found 3/4-inch iron pipe for the Point of Tangency,
- 2) $N 57^{\circ}25'14'' W$ for a distance of 119.70 feet to a found 3/4-inch iron pipe for corner,
- 3) $N 52^{\circ}12'51'' W$ for a distance of 25.00 feet to a found 3/4-inch iron pipe for the Point of Curvature of a curve to the right, and
- 4) 89.01 feet in a clockwise direction along the arc of a curve having a central angle of $09^{\circ}16'22''$, a radius of 550.00 feet, a tangent of 44.60 feet and a long chord bearing $N 47^{\circ}34'39'' W$ at a distance of 88.92 feet to a found 3/4-inch iron pipe for the Point of Compound Curvature, said iron pipe also being the south corner of the before-said Fox Hill Way right-of-way to the POINT OF BEGINNING and containing 3.329 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on December, 2020.

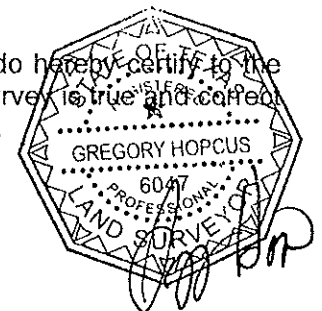


Exhibit C
Greenbrier Tract

Those portions of the real property described in the deed to Homewood, LLC recorded in Volume 8938, Page 97 of the Official Records of Brazos County, Texas, which are platted as Phase 2A and 2B, Greenbrier Subdivision. The property to be platted as Phase 2A is described on Exhibit C-1 and the property to be platted as Phase 2B is described on Exhibit C-2.

EXHIBIT C-1

FIELD NOTES
13.225 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Bryan, Brazos County, Texas and being part of the 103.916 acre remainder 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 of the Official Records of Brazos County, Texas (O.R.B.C.) and a part of the called 176.241 acre tract described in the Gift 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 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the most northerly west corner of this herein described tract and the east corner of Fairhope Way (based on a 50-foot width) as depicted on the Final Plat of GREENBRIER, PHASE 1 recorded in Volume 13195, Page 50 (O.R.B.C.), said iron rod also being in a southwest line of the said 103.916 acre Homewood, LLC remainder tract, from whence a found 1/2-inch iron rod marking the south corner of Lot 30, Block 25, GREENBRIER, PHASE 6B according to the Final Plat recorded in Volume 14630, Page 179 (O.R.B.C.) bears N 60°59'18" W at a distance of 84.18 feet for reference;

THENCE: into the called 103.916 acre Homewood, LLC remainder tract for the following seven (7) calls:

- 1) S 60°59'18" E for a distance of 217.00 feet to a point for corner,
- 2) N 29°00'42" E for a distance of 370.00 feet to a point for corner,
- 3) N 50°54'13" E for a distance of 39.21 feet to a point for the north corner of this tract,
- 4) S 45°01'30" E for a distance of 490.00 feet to a point for corner,
- 5) N 44°58'30" E for a distance of 175.00 feet to a point for corner,
- 6) N 45°01'30" W for a distance of 37.77 feet to a point for corner, and
- 7) N 44°58'30" E for a distance of 131.05 feet to a point for the northeast corner of this tract and being in the southwest line of Lot 2, Block 1, RIVERSTONE SUBDIVISION, PHASE ONE according to the Final Plat recorded in Volume 8285, Page 56 (O.R.B.C.);

THENCE: S 45°01'30" E along the common line of the called 103.916 acre Homewood, LLC remainder tract, RIVERSTONE SUBDIVISION, PHASE ONE and STONEBRIER SUBDIVISION, PHASE ONE according to the Final Plat recorded in Volume 13398, Page 133 (O.R.B.C.) for a distance of 440.23 feet to a point for the east corner of this tract;

THENCE: into the called 103.916 acre Homewood, LLC remainder tract and the called 176.241 acre Carter tract for the following seven (7) calls:

- 1) S 57°00'44" W for a distance of 321.88 feet to the Point of Curvature of a curve to the left,
- 2) 170.35 feet along the arc of said curve having a central angle of 12°02'14", a radius of 810.85 feet, a tangent of 85.49 feet and a long chord bearing S 50°59'37" W at a distance of 170.04 feet to the Point of Tangency,
- 3) S 44°58'30" W for a distance of 175.00 feet to a point for corner,
- 4) N 45°01'30" W for a distance of 11.73 feet to a point for corner,
- 5) S 48°19'12" W for a distance of 57.17 feet to the Point of Curvature of a curve to the right,
- 6) 224.89 feet along the arc of said curve having a central angle of 12°16'18", a radius of 1,050.00 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, and
- 7) S 60°35'29" W for a distance of 105.40 feet to a found 1/2-inch iron rod marking the east

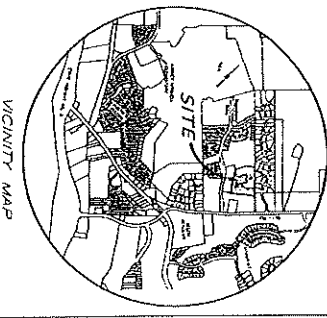
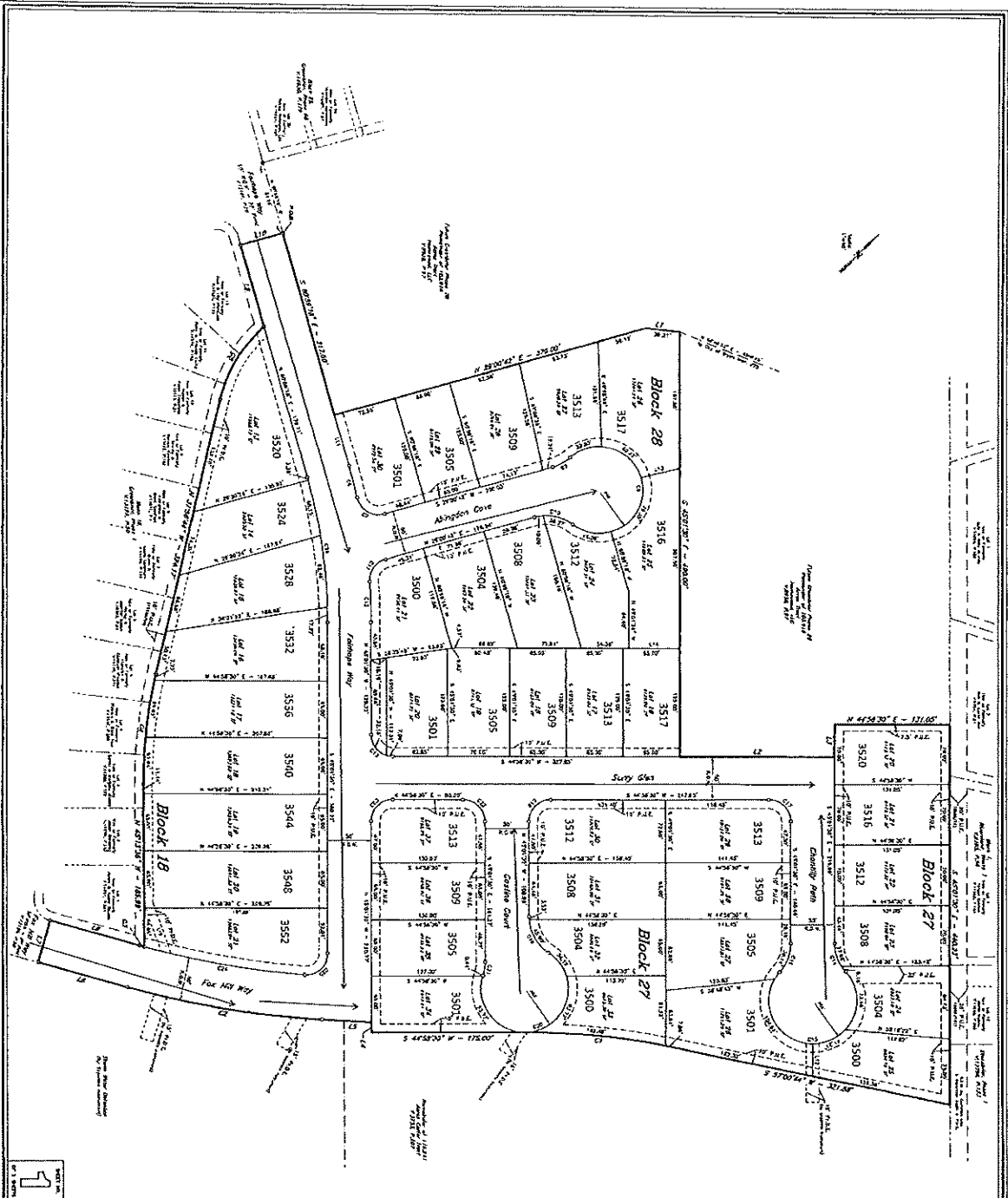
corner of Fox Hill Way (based on a 50-foot width) as depicted on the before-said Final Plat of GREENBRIER, PHASE 1;

THENCE: along the common line of this tract and said GREENBRIER PHASE 1 for the following nine (9) calls:

- 1) N 29°24'31" W for a distance of 50.00 feet to a found 3/4-inch iron pipe for corner,
- 2) N 60°35'29" E for a distance of 105.40 feet to a found 3/4-inch iron pipe for the Point of Curvature of a curve to the left,
- 3) 5.61 feet along the arc of said curve having a central angle of 00°19'18", a radius of 1,000.00 feet, a tangent of 2.81 feet and a long chord bearing N 60°25'51" E at a distance of 5.61 feet to a found 1/2-inch iron rod for corner,
- 4) N 45°13'36" W for a distance of 185.99 feet to a found 3/4-inch iron pipe for the Point of Curvature of a curve to the right,
- 5) 127.49 feet along the arc of said curve having a central angle of 13°16'52", a radius of 550.00 feet, a tangent of 64.03 feet and a long chord bearing N 38°35'10" W at a distance of 127.20 feet to a found 3/4-inch iron pipe for the Point of Tangency,
- 6) N 31°56'44" W for a distance of 324.17 feet to a found 3/4-inch iron pipe for the Point of Curvature of a curve to the right,
- 7) 99.03 feet along the arc of said curve having a central angle of 35°27'46", a radius of 160.00 feet, a tangent of 51.16 feet and a long chord bearing N 14°12'51" W at a distance of 97.46 feet to a found 1/2-inch iron rod for corner,
- 8) N 60°59'18" W for a distance of 97.90 feet to a found 1/2-inch iron rod for corner, and
- 9) N 29°00'42" E for a distance of 50.00 feet to the POINT OF BEGINNING and containing 13.225 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on August, 2020.

See survey plat on Page 1 of 2
for additional information.



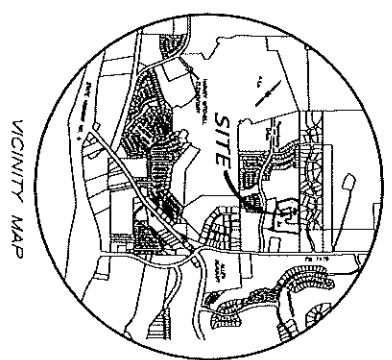
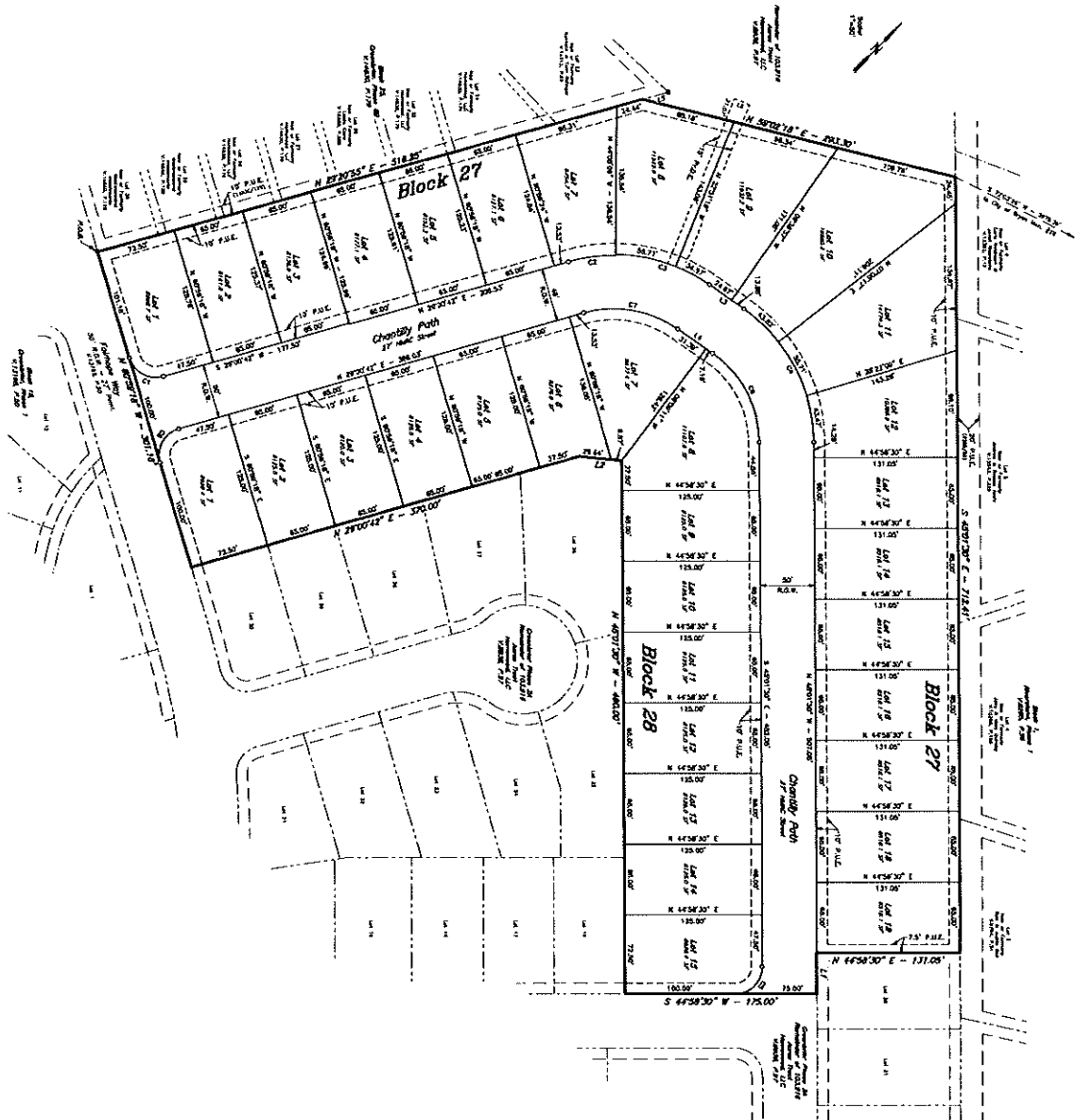
Scheduled for P&Z
 Feb 25, 2021
 (Invoice)
 CITY OF BRYAN

- NOTICE: Applicant hereby certifies that the information provided in this plat is true and correct to the best of their knowledge and belief. The applicant warrants that the information provided is true and correct to the best of their knowledge and belief.
1. The plat is a true and correct copy of the original as filed with the City of Bryan.
 2. The plat is a true and correct copy of the original as filed with the City of Bryan.
 3. The plat is a true and correct copy of the original as filed with the City of Bryan.
 4. The plat is a true and correct copy of the original as filed with the City of Bryan.
 5. The plat is a true and correct copy of the original as filed with the City of Bryan.
 6. The plat is a true and correct copy of the original as filed with the City of Bryan.
 7. The plat is a true and correct copy of the original as filed with the City of Bryan.
 8. The plat is a true and correct copy of the original as filed with the City of Bryan.
 9. The plat is a true and correct copy of the original as filed with the City of Bryan.
 10. The plat is a true and correct copy of the original as filed with the City of Bryan.

FINAL PLAT
GRENBRIER
PHASE 2A

100' 11" x 11' 11" Block 17
 100' 11" x 11' 11" Block 18
 100' 11" x 11' 11" Block 20
 13.225 ACRES
 JOHN MURPHY LEGAL #1-2
 JOHN MURPHY LEGAL #3-4
 JOHN MURPHY LEGAL #5-6
 JOHN MURPHY LEGAL #7-8
 JOHN MURPHY LEGAL #9-10
 JOHN MURPHY LEGAL #11-12
 JOHN MURPHY LEGAL #13-14
 JOHN MURPHY LEGAL #15-16
 JOHN MURPHY LEGAL #17-18
 JOHN MURPHY LEGAL #19-20
 JOHN MURPHY LEGAL #21-22
 JOHN MURPHY LEGAL #23-24
 JOHN MURPHY LEGAL #25-26
 JOHN MURPHY LEGAL #27-28
 JOHN MURPHY LEGAL #29-30
 JOHN MURPHY LEGAL #31-32
 JOHN MURPHY LEGAL #33-34
 JOHN MURPHY LEGAL #35-36
 JOHN MURPHY LEGAL #37-38
 JOHN MURPHY LEGAL #39-40
 JOHN MURPHY LEGAL #41-42
 JOHN MURPHY LEGAL #43-44
 JOHN MURPHY LEGAL #45-46
 JOHN MURPHY LEGAL #47-48
 JOHN MURPHY LEGAL #49-50
 JOHN MURPHY LEGAL #51-52
 JOHN MURPHY LEGAL #53-54
 JOHN MURPHY LEGAL #55-56
 JOHN MURPHY LEGAL #57-58
 JOHN MURPHY LEGAL #59-60
 JOHN MURPHY LEGAL #61-62
 JOHN MURPHY LEGAL #63-64
 JOHN MURPHY LEGAL #65-66
 JOHN MURPHY LEGAL #67-68
 JOHN MURPHY LEGAL #69-70
 JOHN MURPHY LEGAL #71-72
 JOHN MURPHY LEGAL #73-74
 JOHN MURPHY LEGAL #75-76
 JOHN MURPHY LEGAL #77-78
 JOHN MURPHY LEGAL #79-80
 JOHN MURPHY LEGAL #81-82
 JOHN MURPHY LEGAL #83-84
 JOHN MURPHY LEGAL #85-86
 JOHN MURPHY LEGAL #87-88
 JOHN MURPHY LEGAL #89-90
 JOHN MURPHY LEGAL #91-92
 JOHN MURPHY LEGAL #93-94
 JOHN MURPHY LEGAL #95-96
 JOHN MURPHY LEGAL #97-98
 JOHN MURPHY LEGAL #99-100

EXHIBIT C-2



NOTES:

1. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
2. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
3. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
4. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
5. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
6. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
7. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
8. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
9. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.
10. The plat is subject to all existing and proposed easements, covenants, conditions and restrictions, and other interests of record in the public records of Tarrant County, Texas (EXHIBIT C-1) and shown on the plat.

FINAL PLAT

GREENBRIER

PHASE 2B

LOTS 1-19, BLOCK 27
LOTS 1-15, BLOCK 28
8.550 ACRES

JOHN AUSTIN LEONIS, A-2
BRYAN, BROWNS COUNTY, TEXAS
MAR. 2024

PREPARED BY: [Firm Name]
 3111 Commerce Street, Suite 200
 Fort Worth, Texas 76104
 (817) 335-2777
 (817) 335-2838

NED 0176

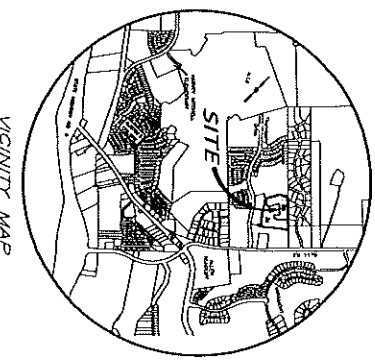
This plat is subject to all the provisions of the National Planning and Zoning Act, Chapter 338, Texas Government Code, and the provisions of the Texas Planning and Zoning Act, Chapter 339, Texas Government Code. The State of Texas hereby certifies that the land shown on this plat is not subject to any other public land ownership, including but not limited to the Texas General Land Office, and is not subject to any other public land ownership, including but not limited to the Texas General Land Office.

APPROVAL OF THE CITY CLERK
 I, _____, City Clerk of the City of _____, do hereby certify that the foregoing plat is a true and correct copy of the original as the same appears on file in the City Clerk's office.

 City Clerk, _____

APPROVAL OF THE COUNTY CLERK
 I, _____, County Clerk of _____ County, Texas, do hereby certify that the foregoing plat is a true and correct copy of the original as the same appears on file in the County Clerk's office.

 County Clerk, _____



VICINITY MAP

DATE	OWNER	DESCRIPTION
11	18 APR 1976	E 2727
12	18 APR 1976	E 2821
13	18 APR 1976	E 2917
14	18 APR 1976	E 3013
15	18 APR 1976	E 3109
16	18 APR 1976	E 3205

OWNER	DETA	NO.	COORD	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
18	18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20	20
21	21	21	21	21	21	21	21	21
22	22	22	22	22	22	22	22	22
23	23	23	23	23	23	23	23	23
24	24	24	24	24	24	24	24	24

PINAL PLAT
GRENBRIER
PHASE 2B
 LOTS 1-19, BLOCK 27
 LOTS 1-15, BLOCK 28
 8.550 ACRES
 JOHN AUSTIN LEQUE, A-2
 BRWAL, BRADCOX COUNTY, TEXAS
 MAY 2001
 BOOK 1 - 20

2
 OF 2 SHEETS

BRWAL
 BRADCOX COUNTY, TEXAS
 JOHN AUSTIN LEQUE, A-2
 BRWAL, BRADCOX COUNTY, TEXAS
 MAY 2001
 BOOK 1 - 20

Exhibit D
Voting Units/Pro Rata Share

	<u>Voting Units</u>	<u>Pro Rata Share</u>
Greenbrier HOA	11.4 Voting Units	40%
Carter	17.2 Voting Units	60%*

* The Pro Rata Share of the Carter Tract will be divided among portions of the Carter Tract based upon square footage.

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1439896
Volume : 17204

ERecordings - Real Property

Recorded On: July 21, 2021 11:56 AM

Number of Pages: 26

" Examined and Charged as Follows: "

Total Recording: \$126.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

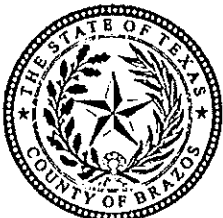
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1439896
Receipt Number: 20210721000057
Recorded Date/Time: July 21, 2021 11:56 AM
User: Susie C
Station: CCLERK01

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX