

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS AND
MULBERRY FIELDS, LLC.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Mulberry Fields, LLC, a Texas Limited Liability Company (“Developer”).

WHEREAS Developer is the owner of certain Property containing approximately 13.02 acres of land located within the corporate boundaries of the City, and more particularly described on **Exhibit “A”** attached and incorporated herein by reference (the “Property”); and

WHEREAS Developer plans to develop the Property into a residential subdivision to be known as Mulberry Fields Subdivision, which subdivision will consist of forty - one (41) lots (the “Project”) as depicted on the Preliminary Plat of the Mulberry Fields Subdivision attached hereto as **Exhibit “B”** and incorporated herein by referenced (the “Plat”); and

WHEREAS the Property is zoned SF-6.3 district; and

WHEREAS, the Developer, and the City desire to enter into this Agreement and it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code,

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and Developer agree as follows:

Definitions

The terms “*Agreement*”, “*City*”, “*Developer*”, “*Mulberry Fields*”, “*Project*” shall have the meanings provided in the recitals above, however “*Property*” is further defined as a residential subdivision which will consist of forty-one lots developed on 13.02 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, and LDC Sec. 23-32 per Equivalent Single-family Connection (“ESFC”) platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

Development Ordinances means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of

the City of Angleton, Texas, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

HOA means the homeowners association(s) for the homes within the Property.

Utility Improvements means all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project.

Effective Date means the date of mutual execution by all necessary parties on this Agreement.

ARTICLE I
Covenants

Section 1.01 **Permitted Uses.** The Project shall be limited to the development of single-family dwellings, and uses in the Project shall be those permitted by the SF-6.3 zoning district or its successors.

Section 1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat. The minimum lot area shall be 6,300 square feet. Our minimum lot width shall be 60 feet and minimum lot depth shall be 100 feet.

LOT AREA TABLE			
LOT #	AREA	LOT #	AREA
LOT 1	7011 Sq. Feet	LOT 1	6900 Sq. Feet
LOT 2	6930 Sq. Feet	LOT 2	6365 Sq. Feet
LOT 3	6930 Sq. Feet	LOT 3	6365 Sq. Feet
LOT 4	6930 Sq. Feet	LOT 4	6365 Sq. Feet
LOT 5	10165 Sq. Feet	LOT 5	7217 Sq. Feet
LOT 6	6930 Sq. Feet	LOT 6	8246 Sq. Feet
LOT 7	7150 Sq. Feet	LOT 7	6300 Sq. Feet
LOT 8	7971 Sq. Feet	LOT 8	6300 Sq. Feet
LOT 9	6500 Sq. Feet	LOT 9	6911 Sq. Feet
LOT 10	8478 Sq. Feet	LOT 10	10657 Sq. Feet
LOT 11	6459 Sq. Feet	LOT 11	19619 Sq. Feet
LOT 12	6387 Sq. Feet	LOT 12	8466 Sq. Feet
LOT 13	7330 Sq. Feet	LOT 13	6473 Sq. Feet
LOT 14	8029 Sq. Feet	LOT 14	6304 Sq. Feet
LOT 15	7072 Sq. Feet	LOT 15	6307 Sq. Feet
LOT 1	7260 Sq. Feet	LOT 16	6375 Sq. Feet
LOT 2	6938 Sq. Feet	LOT 17	6436 Sq. Feet
LOT 3	6938 Sq. Feet	LOT 18	6390 Sq. Feet
LOT 4	8180 Sq. Feet	LOT 19	6490 Sq. Feet
LOT 5	7899 Sq. Feet	LOT 20	6356 Sq. Feet
LOT 6	6309 Sq. Feet		
LOT 7	6327 Sq. Feet		
LOT 8	6327 Sq. Feet		
LOT 9	6347 Sq. Feet		

Section 1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as Section 28-45 SF-6.3, and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.

Section 1.05 **Fees-in-Lieu.** The Developer agrees to pay the City fees in lieu of dedication of park acres in the amount of Twenty-three Thousand Five Hundred Seventy-Five and 00/100 (\$23,575.00). The fee is calculated at the rate of forty-one (41) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all forty-one (41) residential lots prior to the recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.

Section 1.06 **CAF Fees.** Developer agrees to pay CAF fees in the amount of fifty seven thousand three hundred twenty-nine dollars and 48/100 Dollars (\$57,329.498) prior to recording of the final plat of the Project, as set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C"** and shall be paid to the City as set forth therein.

Section 1.07 **Perimeter Fencing.** Developer agrees to install perimeter fencing as depicted in **Exhibit "D"** attached hereto. Perimeter fencing shall be installed along the property lines of all lots and reserves with frontage along walker St. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap. All perimeter fencing as identified in **Exhibit "Exhibit D"** shall be maintained by the HOA.

Section 1.08 **Conduit.** Developer agrees to install and provide conduit for the installation of fiber internet in the entire Project.

Section 1.09 **Streetlights.** Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 1.10 **Conflict.** Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

Section 1.11 **Homeowner's Association.** Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event Owner's Association becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this agreement and shall have all authority granted to the Association by virtue of this document and related Property Owner's Association Bylaws including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the subdivider or the

homeowners' association.

- (b) b. The articles of the HOA shall require homeowner assessment sufficient to meet the necessary annual cost of the improvements that are calculated by the city engineer and shall provide those assessments are not subject to subrogation to mortgage lenders. Further, the articles shall provide that the board of directors shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that board of directors file with the city annual reports of maintenance and that the board of directors shall be required to initiate any and all repairs in a timely manner as shall be identified by either the board or the city, and that the treasurer of the property owners association shall be required to post a surety bond.

Section 1.12 **Notification.** The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE II **PROVISIONS FOR DEVELOPER**

Section 2.01 **Waiver of Actions Under Private Real Property Rights Preservation Act.** The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 2.02 **Developer's Right to Continue Development.** The City and the Developer hereby agree that, subject to Section 4.04 of this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations, which such consent shall not be unreasonably delayed, conditioned or withheld.

ARTICLE III
MATERIAL BREACH, NOTICE AND REMEDIES

Section 3.01 **Material Breach of Agreement.** It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

(a) The parties acknowledge and agree that any material deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred upon the failure of the Developer to substantially comply with a provision of this Agreement or the Development Ordinances applicable to the Property.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;

2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;

3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or

4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

5. An attempt by the City to withhold access or connection to City Water and/or Sanitary Sewer systems.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Agreement shall provide the remedies for such default.

Section 3.02 Notice of Developer's Default.

(a) The City shall notify the Developer and any mortgagee of all or any part of the Property designated by Developer to receive such notices (a "Designated Mortgagee") in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall exercise good faith to determine (i) whether a failure to comply with a

provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 3.04 and subsequently exercise the applicable remedy under Section 3.05.

Section 3.03 **Notice of City's Default.**

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents, or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 3.04 and subsequently exercise the applicable remedy under Section 3.05.

Section 3.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 4.02 or 4.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating in the mediation shall share the costs of the mediation equally.

Section 3.05 **Remedies.**

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 3.04, the City may

file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 3.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE IV **ADDITIONAL TERMS**

Section 4.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 10 years from the date of execution.

Section 4.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors, and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned or withheld. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

Section 4.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

Section 4.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 4.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City: City of Angleton
Chris Whittaker
City Manager
121 S. Velasco
Angleton, Texas 77515
Attn: City Secretary

Developer: Mulberry Fields, LLC
Attn: Corey Boyer
11111 Katy Frwy, Ste 425
Houston, TX 77079
Telephone No.: 832-525-1633
Email:
corey@developmentoftexas.com

Section 4.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 4.07 **INDEMNIFICATION.** DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

Section 4.08 If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 4.09 Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

Section 4.10 The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 4.11 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 4.12 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.

Section 4.13 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

Section 4.14 This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

Section 4.15 The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

Section 4.16 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

Section 4.17 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 4.18 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 4.19 **Effect of State and Federal Laws.** Notwithstanding any other provisions of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 4.20 **Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of such entity.

Section 4.21 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

Section 4.22 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
John Wright, Mayor

Date: _____

ATTEST

By: _____
Michelle Perez, City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2023,
by John Wright, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER
Mulberry Fields, LLC a Limited
Liability Company

Corey Boyer, Managing Member

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, the undersigned authority, this ____ day of
 September 2023, by _____,
_____ of MULBERRY FIELDS, LLC, a Texas
Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"

The Property

Legal Description of Land:

FIELD NOTES OF A 13.002 ACRE TRACT OUT OF A 20.751 ACRE TRACT IN THE J. DEJ. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, BRAZORIA COUNTY, TEXAS; SAID 20.751 ACRE TRACT BEING DESCRIBED IN A DEED RECORDED IN VOLUME 1090, PAGE 796 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 13.002 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 2" iron pipe found in the West right-of-way line of Walker Street (City of Angleton, Texas); said iron pipe marking the Northeast corner of said 20.751 acre tract;

THENCE; South 0° 04' 17" East 99.87 feet, along the West right-of-way line of Walker Street, to a iron rod with metal cap stamped "INP" found for the place of beginning of the herein described tract at the Southeast corner of a 1.1478 acre tract out of said 20.751 acre tract; said 1.14 78 acre tract being described in a deed recorded in File (1988) Volume 362, Page 838 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 04' 17" East 164.36 feet, along the West right-of-way line of Walker Street, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northeast corner of a 2.01 acre tract out of said 20.751 acre tract; said 2.01 acre tract being described in a deed recorded in File 1997-040105 of the Official Records of Brazoria County, Texas;

THENCE; North 89° 58' 33" West 350.50 feet, along the North line of said 2.01 acre tract, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northwest corner of said 2.01 acre tract;

THENCE; South 0° 02' 04" West 250.00 feet, along the West line of said 2.01 acre tract, to an iron rod with cap stamped "Cotton" found for corner at the Southwest corner of said 2.01 acre tract;

THENCE; South 89° 57' 11" East 141.97 feet, along the South line of said 2.01 acre tract, to a 1/2" iron rod with cap stamped "RPLS 2112 6017" found for corner at the Northwest corner of a one acre tract described in a deed recorded in File 2007-001722 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 03' 51" East 232.72 feet, along the West line of said one acre tract and the West line of a one acre tract described in a deed recorded in File 1997-039266 of the Official Records of Brazoria County, Texas, to a 1/2" iron rod set for corner;

THENCE; South 89° 14' 32" West 392.09 feet to a 1/2" iron rod set for corner;

THENCE; South 0° 02' 09" West 178.77 feet to a 1/2" iron rod set for corner in the North right-of-way line of State Highway 35;

THENCE; North 89° 57' 50" West 60.00 feet, along the North right-of-way line of State Highway 35, to a concrete monument found for angle point in said right-of-way line;

THENCE; North 0° 21' 33" West 7.81 feet, along said right-of-way line, to a concrete monument found angle point in said right-of-way line;

THENCE; North 0° 02' 44" East 402.37 feet, along the East line of a 2.97 acre tract described in a deed recorded in Volume 1361, Page 274 of the Deed Records of Brazoria County, Texas, to a 1/2" iron rod found for corner at the Northeast corner of said 2.97 acre tract;

THENCE; North 89° 59' 46" West 391.46 feet, along the North line of said 2.97 acre tract, to a 1/2" iron rod found for corner in the West line of said 20.751 acre tract;

THENCE; North 28° 15' 19" West 540.89 feet, along the West line of said 20.751 acre tract, to a 1/2" iron rod found for corner at the Northwest corner of said 20.751 acre tract;

THENCE; North 88° 04' East (Reference Bearing) 808.25 feet, along the North line of said 20.751 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Northwest corner of the aforementioned 1.1478 acre tract;

THENCE; South 0° 06' 57" East 99.86 feet, along the West line of said 1.1478 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Southwest corner of said 1.1478 acre tract;

THENCE; North 88° 03' 44" East 499.92 feet, along the South line of said 1.1478 acre tract, to the place of beginning.

Said tract therein containing 13.02 acres of land.

EXHIBIT "B"

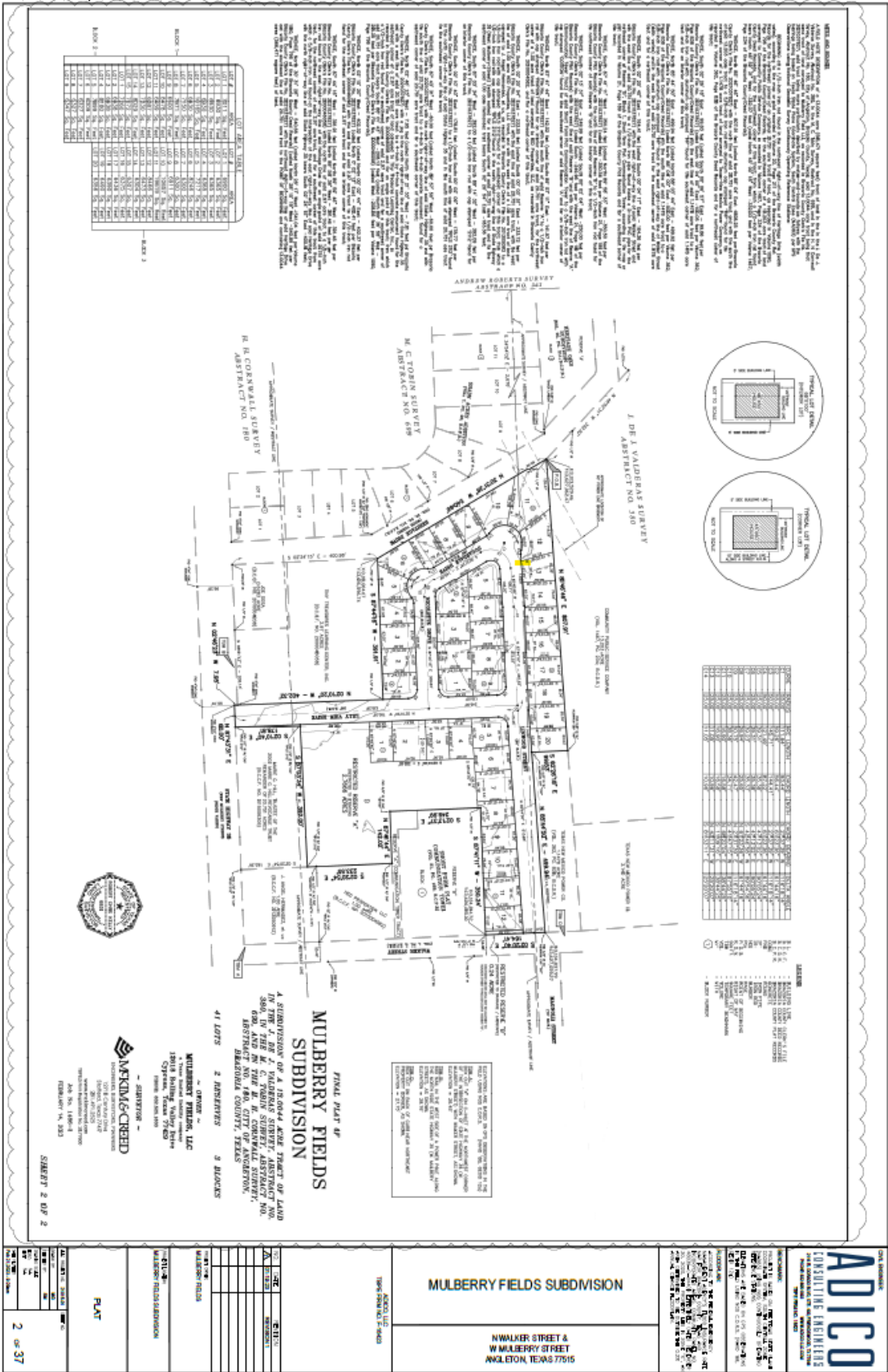


EXHIBIT "C"
CAF Memo

EXHIBIT "D"
Perimeter Fencing



