

September 11, 2025

Item No. 7.18.

The Corinth Group, Inc. - Real Estate Contract - Amendment 4

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends the City Council approve the amendment.

Summary: On January 9, 2025, the City entered into a real estate contract with The Corinth Group, Inc. for the sale of a portion of Block A, Phase One, within the Midtown Business Park. The property is intended for future commercial development. Corinth plans to construct a retail development featuring multiple buildings and a central plaza designed to create a distinctive public space and activate the surrounding area. Discussions are ongoing regarding the general layout and design, and a separate development agreement will be executed at closing.

This marks the fourth amendment to the real estate contract, each focused on adjusting the feasibility timeline and allowing continued negotiations concerning the plaza and the City's potential involvement.

- The first amendment, executed on April 10, 2025, revised the timeline for the City to provide a draft of proposed restrictive covenants.
- The second amendment, dated July 11, 2025, extended the feasibility period by 30 days.
- The third amendment, executed on August 14, 2025, extended the feasibility period by an additional 30 days, through September 12, 2025.

The City Manager executed each of these amendments under the authority granted in the original contract. The second and third amendments also included a \$10,000 extension fee paid by the buyer.

As the number of extensions permitted under the contract has now been exhausted, staff are bringing this item to the City Council to authorize additional time to work through the negotiations on the development agreement and restrictive covenants.

Budget & Financial Summary: Each optional 60-day period requires an additional \$10,000 fee from the buyer. Other financial terms of the real estate contract are unaffected by this amendment to extend feasibility.

Attachments:

1. Cornith 4th Extension Amendment
2. Real Estate Contract - Corinth
3. Draft Concept Plan

**FOURTH AMENDMENT TO THE REAL ESTATE CONTRACT BETWEEN
CITY OF COLLEGE STATION AND THE CORINTH GROUP, INC.**

180 DAY EXTENSION AGREEMENT

THIS Fourth AMENDMENT to the REAL ESTATE CONTRACT is made and entered into on September 11, 2025 (“Effective Date”), is by and between **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas (“SELLER”) and **THE CORINTH GROUP, INC.**, a Texas corporation (“BUYER”).

WHEREAS, SELLER and BUYER entered into a Real Estate Contract dated January 10, 2025, as amended by that First Amendment to Real Estate Contract dated April 10, 2025 and Second Amendment to Real Estate Contract dated July 10, 2025, and Third Amendment to Real Estate Contract dated August 14, 2025 (collectively, the “Agreement”) in which BUYER agreed to purchase from SELLER a fee simple interest in and to all that certain lot, tract or parcel of land lying and being approximately 13 acres of the 28.666 acre tract being Lot One, Block “A” of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, (“Property”); and

WHEREAS, SELLER and BUYER entered into the First Amendment to Real Estate Contract dated April 10, 2025 in which SELLER and BUYER agreed to extend for an additional sixty (60) days the time period for SELLER to provide BUYER with a proposed draft of the Declaration of Restrictive Covenants as required by Section 10.3, “Restrictive Covenants”, of the Agreement; and

WHEREAS, SELLER and BUYER entered into the Second Amendment to Real Estate Contract dated July 10, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to August 13, 2025 and deposit with the Title Company an Extension in the sum of \$10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Third Amendment to Real Estate Contract dated August 14, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to September 12, 2025 and deposit with the Title Company an Extension in the sum of \$10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER now desire to further extend the Feasibility Period as allowed in the Agreement; and

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. Notwithstanding anything to the contrary set forth in Section 1.9 of the Agreement, SELLER and BUYER agree that the Feasibility Period is

hereby extended to March 11, 2026, which is an extension of an additional one hundred eighty (180) days, such extension is in sixty (60) day increments approved in writing by the City Manager and BUYER, providing BUYER a total Feasibility Period of four hundred twenty (420) days from Opening of Escrow. The BUYER agrees to deposit with Title Company an Extension Fee in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for every extension for a total of three (3) Extension Fee deposits, within three (3) business days following the expiration of the Feasibility Period in accordance with Section 1.9(b).

- 2. The three (3) sixty-day feasibility increments expiration dates are November 11, 2025, January 10, 2026, and the final extension increment ends on March 11, 2026.
- 3. SELLER and BUYER agree the Agreement is modified as stated above. All other terms and conditions shall remain unchanged and in full force and effect.
- 4. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

SELLER:

BUYER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

THE CORINTH GROUP, INC., a Texas
Corporation

By: _____
City Manager
Date: _____

By: Arthur Brousseau
Arthur Brousseau, Vice President
Date: 9/4/2025

APPROVED:

[Signature]
Assistant City Manager/CFO
Date: 9/4/2025

[Signature]
City Attorney
Date: 9/4/2025

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE ("Real Estate Contract") is made by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("Seller"), and **THE CORINTH GROUP, INC.**, a Texas corporation ("Buyer"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 Seller agrees to sell and convey by Special Warranty Deed and Buyer agrees to purchase and pay for:

a fee simple interest in and to all those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being approximately 13 acres of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, as described in **EXHIBIT A** and **EXHIBIT A-1** together with all and singular the rights and appurtenances pertaining to the Property, including all right, title and interest of Seller in and to adjacent roads, streets, alleys or rights-of-way (all of such real Property, rights, and appurtenances being herein referred to as the "Property"), for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 City Council Approval. This Real Estate Contract to sell and purchase the Property is subject to approval by vote of the City Council of the City of College Station, Texas, such approval reflected by the signature of Seller's representatives to this Real Estate Contract.

1.3 The Seller has provided a Commitment for Title Insurance (the "Title Commitment") to insure title to the Buyer pursuant to the terms of this Real Estate Contract together with legible copies of all underlying title exception documents referred to therein; said Title Commitment attached hereto as **EXHIBIT B** and made a part hereof for all intents and purposes.

1.4 The Seller has provided a copy of the survey of the 28.666 acres being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, as shown in **EXHIBIT A** and a depiction of the Property, Public Plaza, and Seller's Remaining Property, as defined below, as shown in **EXHIBIT A-1**.

1.5 Buyer may at its cost order a Phase I Environmental Site Assessment.

1.6 Buyer will at its cost order and obtain a new or updated survey of the Property (the "New Survey"). The New Survey shall be considered the "Survey" for all purposes under this Real Estate Contract upon Seller's approval; and, upon completion of the New Survey the metes and bounds description of the Property prepared in connection with the New Survey will be used to describe the Property in all closing documents used to consummate the transaction contemplated by this Real Estate Contract.

1.7 Buyer will at its cost order and obtain a survey of the Public Plaza (“Public Plaza Survey”). The Public Plaza Survey will be used in connection with the Development Agreement and Declaration of Restrictive Covenants, as described below.

1.8 The parties agree that general real estate taxes on the Property for the then current year, interest on any existing indebtedness shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. Seller is a tax-exempt entity.

1.9 **Feasibility.**

(a) **Feasibility Period.** Buyer requires adequate time to complete due diligence. Buyer shall have a **feasibility period of one hundred and eighty (180) days** from **Opening of Escrow** as set forth below (the “Feasibility Period”) to conduct pre-marketing studies, engineering, environmental, feasibility, zoning, land plan or land use studies or reviews, inspections, investigations, and reviews of the Property. Buyer and its employees, agents and/or independent contractors may come upon said Property at any time during the Feasibility Period in connection with the Buyer’s review of the Property **(provided that Buyer shall indemnify and hold harmless Seller from and against any and all liability, responsibility or damages incurred or sustained by Seller as a result of the actions of Buyer, its employees, agents or independent contractors in connection therewith, but not the mere discovery of an existing condition on the Property)**. Buyer shall, at its expense, promptly repair and restore any damage to the Property caused by Buyer and/or its agents in connection with such inspections, studies, or tests. **Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against all loss, cost, damage, claims or cause of action actually incurred by Seller or asserted against Seller arising from personal injury or Property damage caused by actions taken at the Property by Buyer or its agents, engineers or consultants, but not the mere discovery of an existing condition on the Property.** Seller acknowledges that Buyer intends to conduct an investigation of the Property, which may include examination of any and all documentation with respect to the Property, examination of the title to the Property, conduct tests to determine the presence or absence of hazardous waste, asbestos, radon and other similar materials and substances, and determine the compliance of the Property with all applicable laws, rules, codes and regulations. Notwithstanding anything contained herein to the contrary, Buyer’s repair and indemnification obligations pursuant to this Section shall survive closing hereunder or termination of this Real Estate Contract (regardless of the reason for termination), as the case may be. During the first thirty (30) days of the Feasibility Period, Seller shall provide to Buyer copies of any previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property, any plats of the Property, and copies of current utility capacity letters for the Property.

(b) **Extending the Feasibility Period.** Notwithstanding anything contained herein to the contrary, but provided that Buyer is diligently pursuing the Governmental Approvals (as defined hereafter) and has filed all material applications therefor, Buyer shall have the right to extend the Feasibility Period for up to two (2) additional periods of thirty (30) days each by, in each instance, (i) delivering to Seller and the Title Company written notice of Buyer's election to extend the Feasibility Period, prior to the expiration of the Feasibility Period then in effect, and (ii) depositing with Title Company the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (each, an "Extension Fee" and collectively, the "Extension Fees"), within three (3) business days following the expiration of the Feasibility Period then in effect. If and when paid, the Extension Fee(s) shall be non-refundable to Buyer (except in the event of default by Seller), but shall be applicable to the Purchase Price payable at Closing.

1.10 Option to Purchase Seller's Remaining Property.

(a) **Option Period.** The Seller grants Buyer an option (the "Option") to purchase the Seller's Remaining Property as shown in **EXHIBIT A-1** for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the Property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date under this Real Estate Contract. The closing for the Seller's Remaining Property must occur before the Option Period expires.

(b) **Extending the Option Period.** The Seller and Buyer may mutually agree in writing to extend the Option Period beyond the initial eighteen (18) month period. The City Manager has the authority to agree to and execute any option extension agreements. Notwithstanding anything contained herein to the contrary, but provided that Buyer is diligently pursuing Governmental Approvals for the development of Seller's Remaining Property and has filed all material applications therefor, Buyer shall have the right to extend the Option Period for up to ninety (90) days, in such instance, by (i) delivering to Seller and the Title Company written notice of Buyer's election to extend the Option Period, before the expiration of the Option Period then in effect, and (ii) depositing with Title Company the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) ("Option Extension Fee"), within three (3) business days following the expiration of the Option Period then in effect. If and when paid, the Option Extension Fee shall be non-refundable to Buyer (except in the event of default by Seller), but shall be applicable to the purchase price of Seller's Remaining Property payable at closing.

1.11 Governmental Approvals.

(a) During the Feasibility Period as part of Buyer's due diligence, Buyer may pursue, at Buyer's sole cost and expense, such governmental consents or approvals regarding the Property with respect to Buyer's proposed Property development thereon as well as the availability of any grants, incentives or contributions available for the initial improvement and ongoing utilization of the Public Plaza ("Governmental Approvals")

and contact appropriate governmental authorities according to applicable law regarding the Property and the Public Plaza; provided, however, that Buyer shall pay all fees and expenses incurred by Buyer in pursuing any Governmental Approvals. Seller may provide reasonable assistance to the Buyer regarding Governmental Approvals.

(b) Buyer acknowledges that Seller is a Texas Home Rule Municipal Corporation with regulatory authority over land use and building applications, including subdivision, zoning, development, and construction on real property within College Station city limits.

(C) THE BUYER RECOGNIZES AND EXPRESSLY AGREES THAT THE SELLER IS NOT OBLIGATED BY VIRTUE OF THIS REAL ESTATE CONTRACT TO APPROVE ANY APPLICATION OR REQUEST FOR GOVERNMENTAL APPROVALS WHICH SELLER OR BUYER MAY SUBMIT TO A GOVERNMENTAL BODY AND CERTIFIES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS TO OR AGREEMENTS WITH BUYER THAT SELLER WILL GRANT ANY GOVERNMENTAL APPROVALS SUBMITTED BY BUYER OR SELLER.

(d) Buyer, at Buyer's expense, shall have the Property and any existing Remaining Property platted, re-platted or subdivided (the "Replat") so that the same are separate, distinct tax parcels that satisfy all applicable governmental regulations and shall depict the location of certain additional lots ("Lots") within the Property, the boundary and layout of such Lots to be determined by Buyer with Seller's written approval, such approval not to be unreasonably withheld, as well as the location of the agreed main vehicular access drive and easements, curb cuts, and utility stub easements by and between the Property and the Seller's Remaining Property. The approval of the Replat shall be completed and recorded against the Property before Closing so that the Property and Seller's Remaining Property constitute legally subdivided parcels and separately assessed tax parcels. Buyer agrees to (i) keep Seller reasonably informed on the status of the Replat, and (ii) provide to Seller copies of any preliminary or final plat before submitting the same so Seller can review and approve of the plat and encumbrances thereon, such approvals not to be unreasonably withheld, conditioned or delayed. Buyer hereby consents to Seller recording the approved Replat against the Property before Closing, and the Replat shall be a Permitted Exception. The filing of the Replat shall be a condition to Buyer's obligation to proceed to Closing. Notwithstanding anything in this Real Estate Contract to the contrary, if Seller is unable to record the approved Replat in the Official Records of Brazos County, Texas before the date that is thirty (30) days after the expiration of the Feasibility Period (the "Outside Plat Date"), then Buyer may either (1) obtain Seller's written approval to extend the Outside Plat Date and Closing Date allowing Seller more time to file the Replat or (2) terminate this Real Estate Contract by giving written notice thereof to Seller at any time prior to the Replat being filed as required herein, whereupon the Earnest Money shall be returned to Buyer, and thereafter Seller and Buyer shall have no further obligations or liabilities to each other hereunder, except for the obligations

and liabilities that expressly survive a termination of this Real Estate Contract. The City Manager has the authority to agree to and execute any extension agreements under this section.

1.12 On or before the expiration of the Feasibility Period, Buyer shall provide the Seller and the Title Company with written notice that either (i) the Property is acceptable and Buyer desires to consummate the transaction contemplated herein or (ii) the Property is not acceptable and Buyer desires to terminate this Real Estate Contract. Buyer's failure to notify Seller, in writing, that the Property is not acceptable during the Feasibility Period shall mean the Property is acceptable and the Real Estate Contract remains in effect. Buyer's election to proceed to close the transaction contemplated with respect to the Property shall constitute Buyer's election that the Property is acceptable.

1.13 The sale of the Property shall be made by a Special Warranty Deed in the form prepared by Seller attached hereto as **EXHIBIT C**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said Property and the Seller's Remaining Property shall be in the amount of **EIGHT DOLLARS (\$8.00) PER SQUARE FOOT**. The final square footage of the Property and Seller's Remaining Property shall be identified on the approved Replat before closing.

2.2 The purchase price for the Property shall be payable in full at Closing.

ARTICLE III EARNEST MONEY, CONTRACT FEE, AND OPTION FEE

3.1 **Earnest Money.** Within three (3) business days after the full execution of this Real Estate Contract by Buyer and Seller, Buyer agrees to deposit with South Land Title, LLC at 3800 Cross Park Dr., Bryan, Texas 77802 (the "Title Company") as an earnest money deposit, the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** in cash (the "Earnest Money"). The date on which such Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**". The Title Company shall be directed to invest the Earnest Money (and any Extension Fees) in an interest-bearing account mutually acceptable to Seller and Buyer. Any interest earned on this account shall be added to the Earnest Money and considered a part of the Earnest Money. The Earnest Money and any Extension Fees shall be credited to the Purchase Price at Closing.

3.2 **Termination During Feasibility Period.** If Buyer terminates this Real Estate Contract for any reason in Buyer's sole discretion by written notice to Seller on or before the end of the Feasibility Period, as it may be extended, the Earnest Money, less the Contract Fee, shall be returned to Buyer and Seller shall retain the Contract Fee, and any Extension Fees. Should Buyer determine not to go forward with purchasing the Property, Buyer's sole recourse shall be to terminate this Real Estate Contract before the expiration of the Feasibility Period, as it may be

extended (or later if such election to terminate is in connection with the failure of a condition precedent), and receive the return of the Earnest Money as provided above. Upon Buyer's and Seller's joint written notice to the Title Company of the termination of this Real Estate Contract, the Title Company shall disburse such Earnest Money, any Extension Fees, and any accrued interest thereon to Buyer and/or Seller as instructed therein.

3.3 Contract Fee. Seller and Buyer agree and acknowledge that **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** of the Earnest Money (the "Contract Fee") shall be non-refundable for the initial one hundred and eighty (180) day Feasibility Period, as it may be extended provided above and as defined herein above.

3.4 Option Fee. Within ten (10) days after the expiration of the Feasibility Period, as it may be extended as provided above, Buyer agrees to deposit with Title Company a non-refundable option fee for Seller's Remaining Property as shown in **EXHIBIT A**, in the sum of **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** in cash (the "Option Fee"). The Option Fee shall be payable to the Seller at the Closing for the Property. If Buyer exercises the option to purchase the Seller's Remaining Property within the Option Period, the Option Fee shall be credited to the Purchase Price at Closing for the Seller's Remaining Property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Seller hereby represents, warrants and covenants to Buyer as follows except as otherwise disclosed in written notice from Seller to Buyer at or before the Closing:

- (a) Seller has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract.
- (b) Seller further covenants and agrees with Buyer that, from the date hereof until Closing (and with respect to Seller's Remaining Property, from the date hereof until the expiration of the Option Period), Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property or Seller's Remaining Property, or to create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property and/or Seller's Remaining Property (other than the Permitted Exceptions) without Seller's discharging the same prior to Closing. This obligation with respect to Seller's Remaining Property shall survive the Closing of the purchase of the Property by Buyer until the expiration of the Option Period.
- (c) Seller represents and warrants that as of the effective date, no other party has any right or option to purchase any portion of the Property or Seller's Remaining Property from Seller.
- (d) From the date of execution of this Real Estate Contract through the date of Closing, Seller shall not, without the prior written consent of Buyer, materially change or alter the physical condition of the Property.

- (e) From the date of execution of this Real Estate Contract through the date of Closing (and with respect to Seller's Remaining Property, from the date hereof until the expiration of the Option Period), Seller will not enter into any lease of any portion of the Property and/or Seller's Remaining Property, and to Seller's actual knowledge no leases affect the Property or Seller's Remaining Property as of the date of this Real Estate Contract and none will affect the Property or Seller's Remaining Property at Closing. This obligation with respect to Seller's Remaining Property shall survive the Closing of the purchase of the Property by Buyer until the expiration of the Option Period.
- (f) AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.
- (g) Seller acknowledges that Buyer has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Buyer promptly in the event that Seller obtains actual knowledge of any change affecting any of such representations and warranties in any material respect. All of Seller's warranties and representations shall be qualified and modified as appropriate by any such additional information provided by Seller to Buyer and by any contrary information resulting from any inspection or investigation made by or on behalf of Buyer.

- (h) When reference is made in this Article IV to Seller's "knowledge", such term shall include only the current actual knowledge of Seller's Council members, officials, officers, agents, and employees (none of which shall have any personal liability with respect to any such matters) and shall not be deemed to imply that Seller, Seller's Council members, officials, officers, agents, and employees have conducted any representation or warranty that is so qualified. Buyer agrees that Seller has no duty of inquiry or investigation to make any such representation or warranty and Seller shall have no liability to Buyer for failing to discover whether a condition as to which such a qualified representation or warranty is made is true or exists, regardless of the level of effort or expense required to make such an inquiry.
- (i) All of Seller's representations and warranties, as so qualified and modified, shall survive Closing for a period of one (1) year with regards to the Property and until the expiration of the Option Period with regards to Seller's Remaining Property.

THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFIT-ABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED, AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER**

5.1 Buyer represents and warrants to Seller as of the effective date and as of the Closing Date that:

- (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Real Estate Contract and to carry out Buyer's obligations under this Real Estate Contract and all requisite action necessary to authorize Buyer to enter into this Real Estate Contract and to carry out Buyer's obligations hereunder has been obtained on or before closing will have been taken.

**ARTICLE VI
CLOSING**

6.1 The closing shall be held at Title Company, within sixty (60) days from the expiration of the Feasibility Period, as it may have been extended, or Outside Plat Date, whichever is later (the "Closing Date"). Seller and Buyer may mutually agree, in writing, to extend the Closing Date. The City Manager is authorized to extend the Closing Date on behalf of Seller.

6.2 At the closing, Seller shall:

- (a) Prepare, at Seller's cost, and deliver to Buyer the duly executed and acknowledged Special Warranty Deed conveying the Property, free and clear of any and all liens and encumbrances, except for those listed on Schedule B of the Title Commitment attached as **EXHIBIT B** (the "Permitted Exceptions") and those additional reservations and matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (b) Deliver possession of the Property to Buyer.
- (c) Deliver to Buyer, at Buyer's expense, an Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company, on the standard form in use in the State of Texas, insuring good and indefeasible fee simple title to the Property in the Buyer, in the amount of the Purchase Price, subject only to the Permitted Exceptions, those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**, and the standard printed exceptions therein, except:
 - (i) The exception relating to restrictions against the Property shall be deleted, except for such restrictions as may be included in the Permitted Exceptions;
 - (ii) The exception relating to standby fees and ad valorem taxes shall except only to taxes owing for the current year and subsequent assessments for prior years due to change in land usage or ownership;

(iii) The survey exception shall be deleted except "shortages in area" (at Buyer's expense); and

(iv) There shall be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the New Survey.

- (d) Pay a real estate commission to Seller's Broker, who has agreed to share equally in said real estate commission with Buyer's Broker.
- (e) Pay the Seller's expenses or attorney fees.
- (f) Pay any and all other closing costs customary to Seller.
- (g) Receive the Purchase Price and Option Fee.
- (h) Deliver executed Development Agreement (hereafter defined) with the Buyer related to the Property and Public Plaza.
- (i) Deliver executed Declaration of Restrictive Covenants with the Buyer related to the Property and Public Plaza.

6.3 Upon such performance by Seller at closing, Buyer shall:

- (a) Pay the Purchase Price for the Property.
- (b) Pay any additional premium for the survey/boundary deletion in the Title Policy, and/or issuance of endorsement(s) to the Title Policy, if the deletion or endorsement is requested by Buyer.
- (c) Have prepared and pay the cost for the Replat of the Property and Seller's Remaining Property; provided, however, that any City application fees charged by the Seller relating to its official approval of the final Replat shall be shared between Buyer and Seller pro-rata based upon the total amount of acres contained within the Property versus the Seller's Remaining Land.
- (d) Pay the escrow fees.
- (e) Pay the cost for tax certificates.
- (f) Pay the sole costs to obtain, deliver and record all documents to be recorded at closing relative to any lien Buyer may obtain for the purchasing of the Property.
- (g) Pay the costs to record all documents recorded at closing for the purchase of the Property.
- (h) Pay the Buyer's expenses and attorney fees.

- (i) Pay any and all other closing costs customary to Buyer.
- (j) Deliver executed Development Agreement with the Seller related to the Property and Public Plaza.
- (k) Deliver executed Declaration of Restrictive Covenants with the Seller related to the Property and Public Plaza.

**ARTICLE VII
SPECIAL CONDITIONS**

7.1 The Special Warranty Deed will contain the following reservations and information, and the following **AS IS** language:

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, from surface locations other than on the Property, including, without limitation, all personal Property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other Property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached EXHIBIT A; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the Property, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR

under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

ARTICLE VIII BREACH BY BUYER

8.1 In the event Buyer fails to close by reason of default or breach of Buyer at any time or fails to fully and timely perform any of Buyer's obligations under this Real Estate Contract for any reason except Seller's default, Seller may, as its sole and exclusive remedy, collect the full Earnest Money, any Extension Fees, the Contract Fee and the Option Fee, if applicable, as liquidated damages and terminate this Real Estate Contract.

**ARTICLE IX
BREACH BY SELLER**

9.1 In the event Seller fails to consummate the conveyance of the Property (Seller being in default and Buyer not being in default hereunder), Buyer shall have the right to:

- (a) Terminate this Real Estate Contract and receive a return of the Earnest Money (including the Contract Fee), any Extension Fees and the Option Fee; and/or
- (b) Bring suit against Seller only for expectancy and incidental damages, if any.

**ARTICLE X
DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANTS**

10.1 The parties acknowledge and agree that the Property is being acquired by the Buyer with the intent of building and operating a commercial development on the Property, along with associated parking areas, related amenities, common areas, and other on-site improvements benefiting the occupants, users, invitees, and visitors of the development (herein called the "Intended Use"). Along with developing the Intended Use, Buyer, with the cooperation of Seller intends to design, coordinate, develop and construct a Public Plaza on a portion of the Property. As herein used, the Intended Use and the Public Plaza, together with all improvements contemplated, discussed or permitted in the Development Agreement, shall collectively mean the "Development Improvements".

10.2 During the Feasibility Period, Buyer and Seller shall use good faith efforts to negotiate and agree upon the form of an Economic Development Agreement which may include, but not be limited to, an agreement according to Chapter 380 of the Texas Local Government Code (the "Development Agreement") that provides, among other things, the following:

- (a) Determination of the exact size and location of the Property, as well as the Seller's Remaining Property.
- (b) Determination of the exact size and location of the Public Plaza, along with all ownership, improvements, maintenance, space activation, public use of space, easements, utilities and operation, and expenses related to the same and the availability and details of targeted and accessible grants, incentives and contributions towards the costs thereof.
- (c) A finalized site plan and building design for the Property.
- (d) Easements needed related to utilities and access on the Property to the Seller's Remaining Property.
- (e) BUYER shall complete the responsibilities of the BUYER as set forth in the BUYER's Development Proposal attached as **EXHIBIT D** or as amended by the Development Agreement. BUYER and SELLER agree that the Conceptual Site Plan and the overall design of the site and buildings will change. A finalized site plan and building design

will be finalized as part of the Development Agreement. If the BUYER does not start construction with approved permits and maintain consistent and active work on the development, the SELLER will have a right of reverter in the portion of the PROPERTY identified for the Public Plaza as set forth in the Development Agreement and Special Warranty Deed by which SELLER conveys the PROPERTY to BUYER.

- (f) Within sixty (60) days of the effective date, Seller shall provide Buyer with a draft of the Development Agreement and the parties shall, in good faith, use commercially reasonable efforts to negotiate the final terms, provisions and conditions of the Development Agreement before the expiration of the Feasibility Period. Buyer's and Seller's obligation to proceed to Closing shall be expressly conditioned upon the parties agreement to the terms, provisions and conditions of the Development Agreement and its mutual execution at Closing.

10.3 Restrictive Covenants. During the Feasibility Period, Buyer and Seller shall use good faith efforts to negotiate and agree upon the form and provisions of a Declaration of Restrictive Covenants ("Declaration of Restrictive Covenants") in connection with the Public Plaza and the Property, which the parties shall execute at Closing. Buyer acknowledges that a primary inducement to Seller for its execution and delivery of this Real Estate Contract is Buyer's obligation to enter into the restrictive covenants to be signed and recorded at Closing against the Restricted Property owned by Buyer as of the Closing Date, being the Public Plaza and surrounding areas, in which the intended permitted and restricted uses will be in furtherance of activating the Public Plaza and connecting the Public Plaza to the surrounding commercial development. Seller shall provide Buyer with a proposed draft of the Declaration of Restrictive Covenants within ninety (90) days after the effective date of this Real Estate Contract. Buyer's and Seller's obligation to proceed to Closing shall be expressly conditioned upon the parties agreement to the terms, provisions and conditions of the Declaration of Restrictive Covenants and its mutual execution at Closing.

ARTICLE XI MISCELLANEOUS

11.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the Closing Date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

11.2 Notice: Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the addresses set forth below:

Buyer: THE CORINTH GROUP, INC.
Attention: Frank Mihalopoulos and Arthur Brousseau
4645 N. Central Expressway
300 Knox Place
Dallas, Texas 75205
Telephone: (214) 219-5600
Email: arthur@corinthproperties.com

**ATTORNEY
FOR Buyer:** Richard C. Hoffman, Esq.
Law Offices of Richard C. Hoffman
7474 E. Visao Drive
Scottsdale, Arizona 85266-2745
Telephone: (480) 621-7860
Email: richardhoffmanlaw@att.net

Seller: City of College Station
Attention: Adam C. Falco, City Attorney
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Email: afalco@cstx.gov

11.3 Texas Law to Apply: This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

11.4 Parties Bound: This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative. Buyer may assign this Real Estate Contract without the consent of Seller if such assignment is to an affiliate of Buyer or a wholly owned entity of Buyer or Buyer's owner. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller.

11.5 Invalid Provision: In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

11.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

11.7 Prior Agreements Superseded: This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

11.8 Time of Essence: Time is of the essence to this Real Estate Contract.

11.9 Gender: Words of any gender used in this Real Estate Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

11.10 Multiple Counterparts: This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract, it shall not be necessary to produce or account for more than one counterpart.

11.11 Brokers: Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions, except for a commission payable by the Seller to Oldham Goodwin (the "Seller's Broker") and Seller's Broker agreement to share equally in the commission payable by Seller with Falcon Realty Advisors (the "Buyer's Broker"), pursuant to a separate agreement between Seller's Broker and Buyer's Broker, and in the event and only in the event that this transaction closes. Buyer and Seller represent and warrant to each other that the fees or commissions owed to each party's respective broker will be satisfied by the Closing.

11.12 Real Estate Contract Execution. This Real Estate Contract by Seller to SELL the Property is approved by vote of the City Council of the City of College Station, Texas; such approval reflected by the signature of Seller's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the Buyer and Seller, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by vote of the City Council.

11.13 Memorandum of Real Estate Contract; Option: Upon request of either party, both parties shall promptly execute a Memorandum of this Real Estate Contract and/or a Memorandum of the Option suitable for filing of record.

LIST OF EXHIBITS:

EXHIBIT A Survey

EXHIBIT A-1 Depiction of Property, Public Plaza and Seller's Remaining Property

EXHIBIT B Title Commitment with an effective date of November 10, 2024.

EXHIBIT C Special Warranty Deed

EXHIBIT D Buyer's Development Proposal

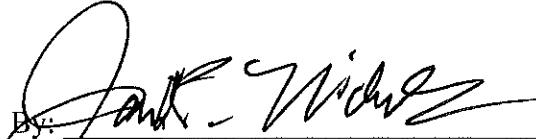
EXECUTED on this the 9th day of January, 2025.


Seller:

Buyer:

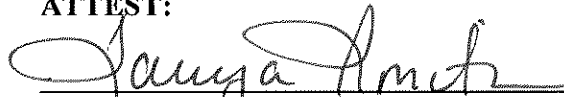
CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

THE CORINTH GROUP, INC,
a Texas corporation

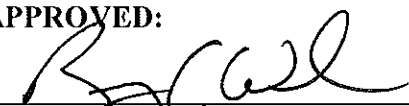
By: 
Mayor
Date: 1-10-25

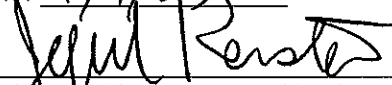
By: 
Printed Name: FRANK MINOPOLOS
Title: IT'S PRESIDENT
Date: 1/06/2025

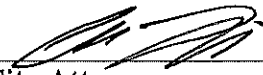
ATTEST:


City Secretary
Date: 1-10-25

APPROVED:

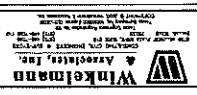

City Manager
Date: 1/9/25


Assistant City Manager/CEO
Date: 1-9-2025


City Attorney
Date: 1-9-2025

**EXHIBIT A
SURVEY**

Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas.



VICINITY MAP
NOT TO SCALE

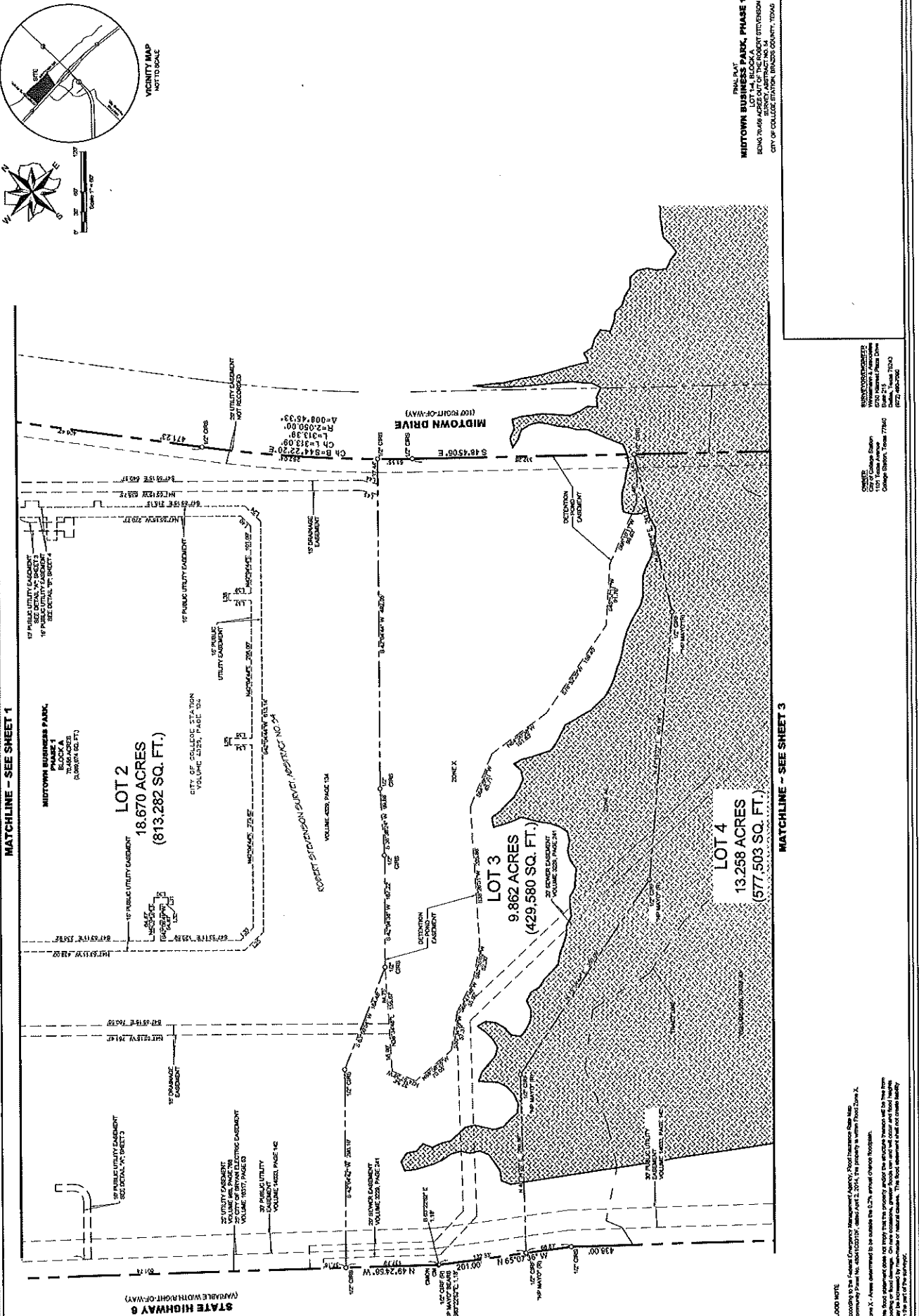
ROBERT STEVENSON SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION
88203 COUNTY, TEXAS
COSTCO WHOLESALE CORP.
939 LAKE DRIVE
ISSAQUAH, WA 98027

Winkelmann
Aerialists, Inc.
10000 Katy Road, Suite 100
Houston, Texas 77054
713-865-1100
www.winkelmann-aerialists.com

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A

Sheet No. 2
Project No. 12831
Date: 11-11-09
Scale: 1"=50'

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
BEING 79.46 ACRES OUT OF THE ROBERT STEVENSON
CITY OF COLLEGE STATION, TARRANT COUNTY, TEXAS



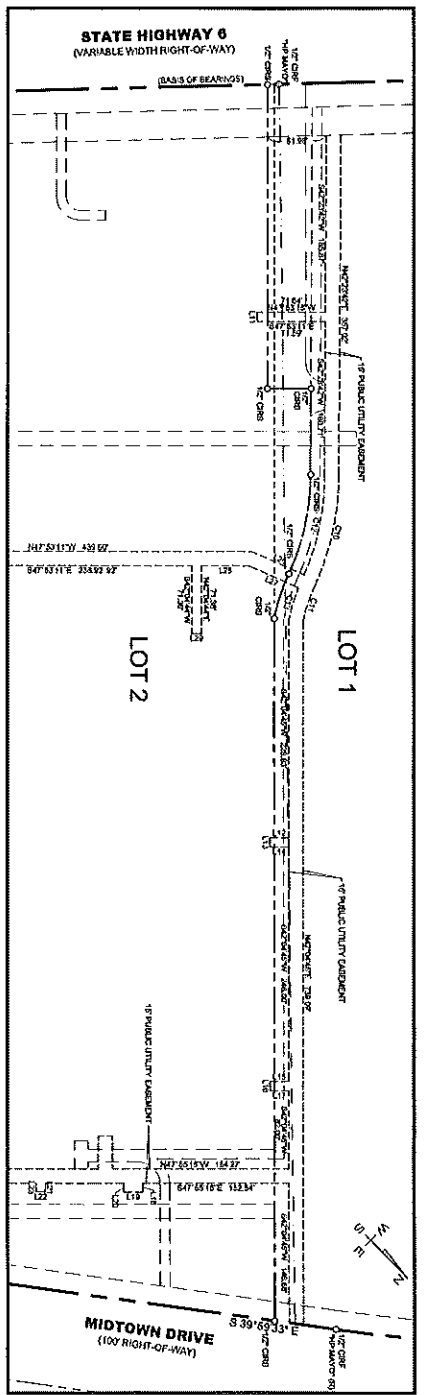
MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 3

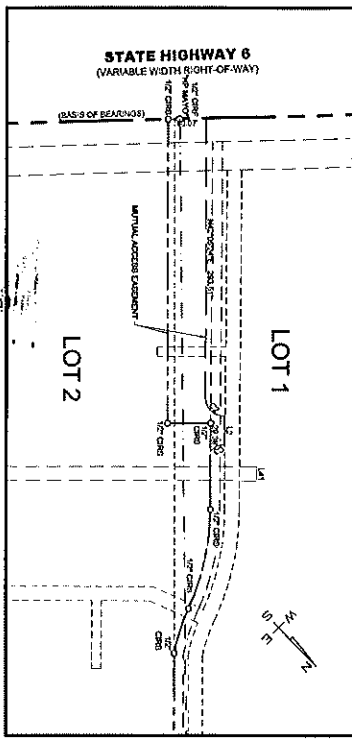
FLOODING NOTE:
According to the Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 4801500170, dated April 2, 2014, the property is within Flood Zone X. Zone X-Area determined to be outside the 0.2% annual chance floodplain.
The flood plain map does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On any occasion, please consult the local and state flood plain maps and/or flood insurance policy for flood plain information. The flood plain map is not a guarantee of flood plain information.

OWNER:
City of College Station
1111 West University Drive
College Station, Texas 77840

RECORDING AGENT:
Winkelmann Aerialists
10000 Katy Road, Suite 100
Houston, Texas 77054
(713) 865-1100



DETAIL 7" PUBLIC UTILITY EASEMENT SCALE 1" = 40'



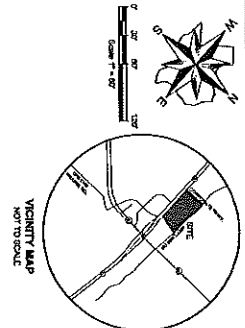
DETAIL 3" PUBLIC UTILITY EASEMENT SCALE 1" = 80'

LINE #	BEARING	DISTANCE
L1	N 0° 00' 00" W	173.22'
L2	N 89° 59' 59" W	20.87'
L3	N 0° 00' 00" W	20.87'
L4	N 89° 59' 59" W	20.87'
L5	N 0° 00' 00" W	10.43'
L6	N 89° 59' 59" W	20.87'
L7	N 0° 00' 00" W	10.43'
L8	N 89° 59' 59" W	20.87'
L9	N 0° 00' 00" W	10.43'
L10	N 89° 59' 59" W	20.87'
L11	N 0° 00' 00" W	10.43'
L12	N 89° 59' 59" W	20.87'
L13	N 0° 00' 00" W	10.43'
L14	N 89° 59' 59" W	20.87'
L15	N 0° 00' 00" W	10.43'
L16	N 89° 59' 59" W	20.87'
L17	N 0° 00' 00" W	10.43'
L18	N 89° 59' 59" W	20.87'
L19	N 0° 00' 00" W	10.43'
L20	N 89° 59' 59" W	20.87'
L21	N 0° 00' 00" W	10.43'
L22	N 89° 59' 59" W	20.87'
L23	N 0° 00' 00" W	10.43'
L24	N 89° 59' 59" W	20.87'
L25	N 0° 00' 00" W	10.43'
L26	N 89° 59' 59" W	20.87'
L27	N 0° 00' 00" W	10.43'
L28	N 89° 59' 59" W	20.87'
L29	N 0° 00' 00" W	10.43'
L30	N 89° 59' 59" W	20.87'

LINE #	BEARING	DISTANCE
L31	N 0° 00' 00" W	10.43'
L32	N 89° 59' 59" W	20.87'
L33	N 0° 00' 00" W	10.43'
L34	N 89° 59' 59" W	20.87'
L35	N 0° 00' 00" W	10.43'
L36	N 89° 59' 59" W	20.87'
L37	N 0° 00' 00" W	10.43'
L38	N 89° 59' 59" W	20.87'
L39	N 0° 00' 00" W	10.43'
L40	N 89° 59' 59" W	20.87'
L41	N 0° 00' 00" W	10.43'
L42	N 89° 59' 59" W	20.87'
L43	N 0° 00' 00" W	10.43'
L44	N 89° 59' 59" W	20.87'
L45	N 0° 00' 00" W	10.43'
L46	N 89° 59' 59" W	20.87'
L47	N 0° 00' 00" W	10.43'
L48	N 89° 59' 59" W	20.87'

LINE #	BEARING	DISTANCE
L49	N 0° 00' 00" W	10.43'
L50	N 89° 59' 59" W	20.87'
L51	N 0° 00' 00" W	10.43'
L52	N 89° 59' 59" W	20.87'
L53	N 0° 00' 00" W	10.43'
L54	N 89° 59' 59" W	20.87'
L55	N 0° 00' 00" W	10.43'
L56	N 89° 59' 59" W	20.87'
L57	N 0° 00' 00" W	10.43'
L58	N 89° 59' 59" W	20.87'
L59	N 0° 00' 00" W	10.43'
L60	N 89° 59' 59" W	20.87'

NO.	DATA	ANGLE	LENGTH	CALL.	CALL B.
01	173.22'	90.00°	20.87'	173.22'	173.22'
02	20.87'	89.99°	20.87'	20.87'	20.87'
03	20.87'	89.99°	20.87'	20.87'	20.87'
04	20.87'	89.99°	20.87'	20.87'	20.87'
05	10.43'	90.00°	20.87'	10.43'	10.43'
06	20.87'	89.99°	20.87'	20.87'	20.87'
07	20.87'	89.99°	20.87'	20.87'	20.87'
08	20.87'	89.99°	20.87'	20.87'	20.87'
09	20.87'	89.99°	20.87'	20.87'	20.87'
10	10.43'	90.00°	20.87'	10.43'	10.43'
11	20.87'	89.99°	20.87'	20.87'	20.87'
12	20.87'	89.99°	20.87'	20.87'	20.87'
13	20.87'	89.99°	20.87'	20.87'	20.87'
14	20.87'	89.99°	20.87'	20.87'	20.87'
15	10.43'	90.00°	20.87'	10.43'	10.43'
16	20.87'	89.99°	20.87'	20.87'	20.87'
17	20.87'	89.99°	20.87'	20.87'	20.87'
18	20.87'	89.99°	20.87'	20.87'	20.87'
19	20.87'	89.99°	20.87'	20.87'	20.87'
20	10.43'	90.00°	20.87'	10.43'	10.43'
21	20.87'	89.99°	20.87'	20.87'	20.87'
22	20.87'	89.99°	20.87'	20.87'	20.87'
23	20.87'	89.99°	20.87'	20.87'	20.87'
24	20.87'	89.99°	20.87'	20.87'	20.87'
25	10.43'	90.00°	20.87'	10.43'	10.43'
26	20.87'	89.99°	20.87'	20.87'	20.87'
27	20.87'	89.99°	20.87'	20.87'	20.87'
28	20.87'	89.99°	20.87'	20.87'	20.87'
29	20.87'	89.99°	20.87'	20.87'	20.87'
30	10.43'	90.00°	20.87'	10.43'	10.43'



5/20/2018 NORTH
 According to the Federal Emergency Management Agency, Flood Insurance Rate Map
 Community Panel No. 49071001010, FEMA #17-2, 2014, the property is within Zone X.
 Zone X - Areas determined to be subject to 1% annual chance flooding.
 This flood insurance does not imply that the property is not a flood hazard. It is the owner's
 responsibility to determine the flood hazard status of the property. The flood insurance shall not cover liability
 for the cost of the property.

OWNER
 City of College Station
 1001 Texas Avenue
 College Station, Texas 77840
 979-266-1111

REGISTERED PROFESSIONAL ENGINEER
 Robert Stevenson Survey, Abstract No. 54
 699 Lake Drive
 Issaquah, WA 98027
 206-885-1111

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
 LOT 14, BLOCK A
 8240 7344 LANE
 COLLEGE STATION, TEXAS 77840
 CITY OF COLLEGE STATION BRAZOS COUNTY TEXAS

Date: 5/1/18
 Scale: 1" = 60'
 Plat: 5831-FFLT
 Project No: 1 6631

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
 LOT 14, BLOCK A

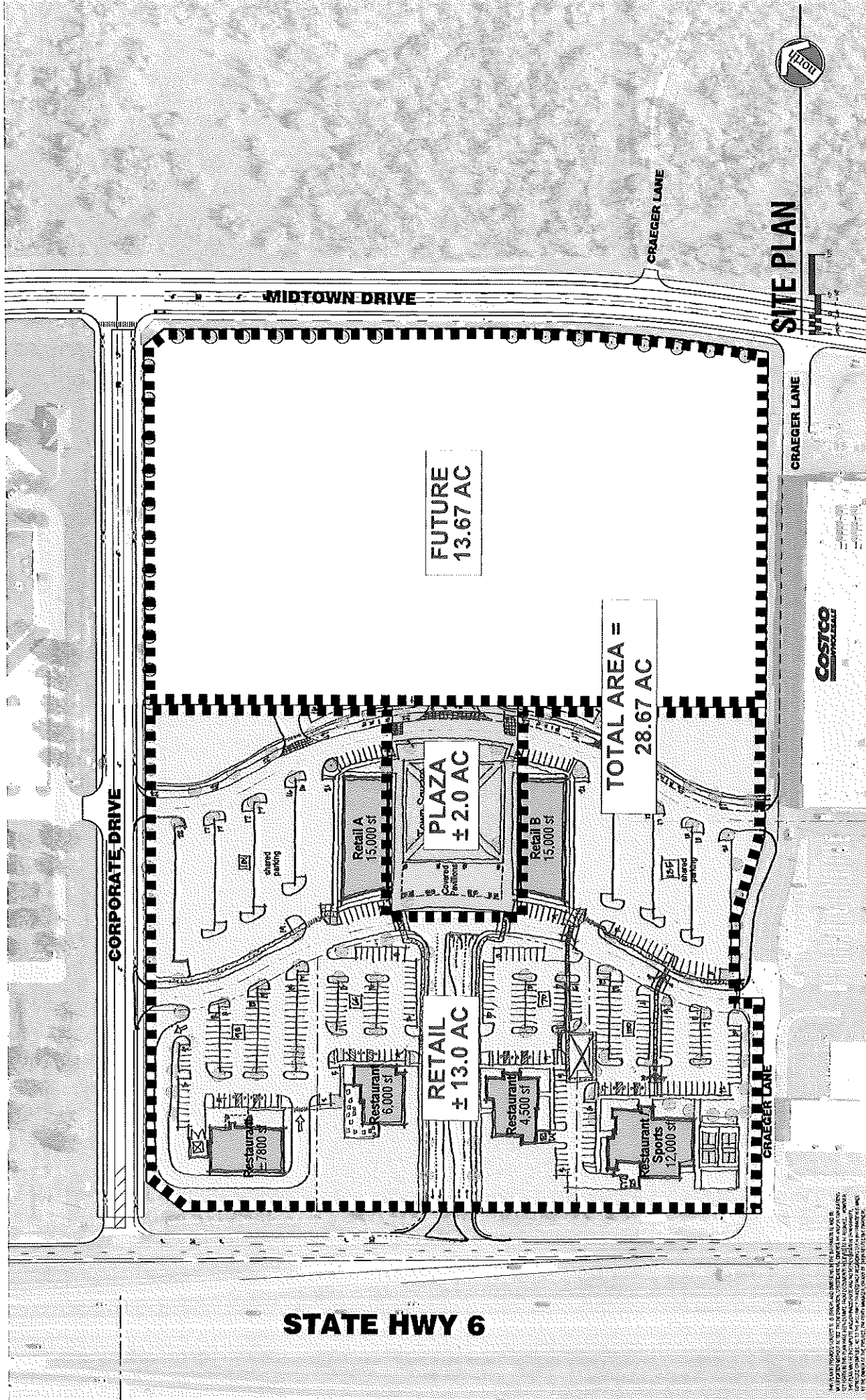
ROBERT STEVENSON SURVEY, ABSTRACT NO. 54
 CITY OF COLLEGE STATION
 BRAZOS COUNTY, TEXAS
 COSTCO WHOLESALE CORP.
 699 LAKE DRIVE
 ISSAQUAH, WA 98027

Winkelmann & Associates, Inc.
 REGISTERED PROFESSIONAL ENGINEER
 1714 W. 10th Street, Suite 100
 College Station, Texas 77840
 979-266-1111
 www.winkelmann.com

**EXHIBIT A-1
DEPICTION OF PROPERTY, PUBLIC PLAZA AND
SELLER'S REMAINING PROPERTY**



SCHEME
 architecture planning
 HODGES
 602-52-54
 SP-7



CORPORATE DRIVE

MIDTOWN DRIVE

CRAEGER LANE

SITE PLAN

CRAEGER LANE

CRAEGER LANE

STATE HWY 6

FUTURE
 13.67 AC

PLAZA
 ± 2.0 AC

RETAIL
 ± 13.0 AC

TOTAL AREA =
 28.67 AC

Retail A
 15,000 sf

Retail B
 15,000 sf

Restaurant
 7,800 sf

Restaurant
 6,000 sf

Restaurant
 4,500 sf

Restaurant
 Sports
 12,000 sf



S.H. 6 at Corporate Dr., COLLEGE STATION, TEXAS

WE HAVE PROVIDED CONCEPTS & DESIGN AND ARE NOT PROVIDING CONTRACT DOCUMENTS. THIS IS A CONCEPTUAL DESIGN AND NOT A CONTRACT DOCUMENT. THE CONTRACT DOCUMENTS WILL BE PROVIDED TO THE CLIENT BY THE ARCHITECT. THE ARCHITECT IS NOT PROVIDING CONTRACT DOCUMENTS. THIS IS A CONCEPTUAL DESIGN AND NOT A CONTRACT DOCUMENT. THE CONTRACT DOCUMENTS WILL BE PROVIDED TO THE CLIENT BY THE ARCHITECT.

EXHIBIT B
TITLE COMMITMENT EFFECTIVE NOVEMBER 10, 2024

COMMITMENT FOR TITLE INSURANCE (T-7)

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

We, TEXAN TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

Countersigned by:

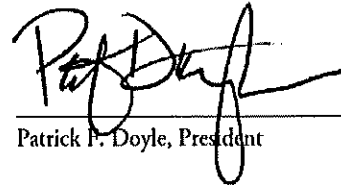


Authorized Countersignature
South Land Title, LLC

Company Name



Texan Title Insurance Company


Patrick F. Doyle, President

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 6710 Stewart Road, Suite 300, Galveston, Texas 77551.

TEXAN TITLE INSURANCE COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-866-55-TEXAN

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-866-55-TEXAN

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAN TITLE INSURANCE COMPANY
TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied, or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-55-TEXAN or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure

you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **November 10, 2024, 8:00 am**

GF No. **BC2413586**

Commitment No. **BC2413586**, issued **November 15, 2024, 8:00 am**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **TBD**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
City of College Station, Texas
4. Legal description of land:
All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas and being Lot One (1), Block "A", MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in Volume 17484, page 40, Official Records of Brazos County, Texas.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

- 1.
- 2.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2025**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of Parties in possession. (OWNER POLICY ONLY)**
- b. **Subject to any and all visible and/or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.**
- c. **Any encroachment, encumbrance violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- d. **Any portion of the subject property lying within the boundaries of a public or private roadway, whether dedicated or not.**
- e. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.**
- f. **All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.**
- g. **Rights of tenants, as tenants only, under existing lease agreements affecting the land.**
- h. **20' Utility Easement on the northwest and northeast sides of property, Mutual Access Easement, 15' Drainage Easement and 10' Utility Easement on the southeast side of property as shown on plat of MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in Volume 17484, page 40, Official Records of Brazos County, Texas and as evidenced by survey dated , prepared by James Michael Denney, Registered Professional Land Surveyor, No. 5414.**
- i. **Pipeline Easement from Mrs. Lily Carll, et vir to Humble Pipe Line Company, dated July 22, 1919, recorded in Volume 49, page 34, Deed Records of Brazos County, Texas and amended in Volume 520, page 674, Deed Records of Brazos County, Texas and partially released in Volume 3910, page 130, Official Records of Brazos County, Texas.**
- j. **Easement from Mrs. Icy Dowling and W. I. Dowling to State of Texas, dated June 27, 1931, recorded in Volume 80, page 527, Deed Records of Brazos County, Texas.**
- k. **Access Easement Reserved in Deed from James C. Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in Volume 374, page 109, Deed Records of Brazos County, Texas.**
- l. **Easement from Hob-Pang Ngiam and Shau-King Ngiam to Producer's Gas Company, dated November 19, 1987, recorded in Volume 517, page 492, Deed Records of Brazos County, Texas.**
- m. **Easement from James C. Creagor and Marion Creagor to General Telephone Company of the Southwest, dated December 8, 1983, recorded in Volume 638, page 90, Official Records of Brazos County, Texas.**
- n. **Telephone Easement from Jerry Windham, et al to General Telephone Company of the Southwest, dated December 12, 1983, recorded in Volume 638, page 161, Official Records of Brazos County,**

Texas.

- o. Easement from Susan Creagor Helm, et al to City of College Station, Texas, dated August 30, 1984, recorded in Volume 719, page 243, Official Records of Brazos County, Texas.**
- p. Encroachment Agreement by and between Exxon Pipeline Company and The City of College Station, Texas, dated October 3, 1985, recorded in Volume 854, page 599, Official Records of Brazos County, Texas.**
- q. Easement from John Emory Marsh, Jr., et al to City of College Station, Texas, dated January 16, 1987, recorded in Volume 945, page 391, Official Records of Brazos County, Texas.**
- r. Easement from James Creagor and Marion Creagor to City of College Station, Texas, dated March 2, 1987, recorded in Volume 954, page 349, Official Records of Brazos County, Texas.**
- s. Defined Public Utility Easement from Jerry Windham, et al to City of College Station, dated April 20, 1987, recorded in Volume 965, page 768, Official Records of Brazos County, Texas.**
- t. Easement from Frank Thurmond and Jerry Windham to Texas Municipal Power Agency, dated December 5, 1990, recorded in Volume 1231, page 15, Official Records of Brazos County, Texas**
- u. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, as Co-Trustees of the James Carl Creagor Family Trust to City of College Station, Texas, dated September 7, 1995, recorded in Volume 2439, page 227, Official Records of Brazos County, Texas.**
- v. Easement from Michael Creagor to City of College Station, Texas, dated March 3, 1998, recorded in Volume 3048, page 252, Official Records of Brazos County, Texas.**
- w. Easement from Susan Creagor Helm to City of College Station, Texas, dated March 3, 1998, recorded in Volume 3048, page 256, Official Records of Brazos County, Texas.**
- x. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, Co-Trustees of the James Carl Creagor Family Trust to City of College Station, Texas, dated March 3, 1998, recorded in Volume 3048, page 259, Official Records of Brazos County, Texas.**
- y. Easement from Frank Thurmond and Jerry Windham to City of College Station, dated July 1, 1998, recorded in Volume 3209, page 86, Official Records of Brazos County, Texas.**
- z. Easement from Louise Marsh Reeves, et al to City of College Station, Texas, dated July 24, 1998, recorded in Volume 3229, page 241, Official Records of Brazos County, Texas.**
- aa. Easement from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated August 26, 1999, recorded in Volume 3596, page 45, Official Records of Brazos County, Texas.**
- bb. Easement from Frank Thurmond and Jerry Windham to Wellborn Special Utility District, dated January 11, 2000, recorded in Volume 3768, page 25, Official Records of Brazos County, Texas**
- cc. Notice of Utility or Infrastructure on City Property by City of College Station, dated May 15, 2017, recorded in Volume 14033, page 142, Official Records of Brazos County, Texas.**

- dd. **Notice of Utility or Infrastructure on City Property by the City of College Station, dated May 15, 2017, recorded in Volume 14033, page 130, Official Records of Brazos County, Texas.**
- ee. **Easement from City of College Station, Texas to City of Bryan, Texas, dated August 20, 2020, recorded in Volume 16317, page 53, Official Records of Brazos County, Texas.**
- ff. **Terms, conditions and stipulations of that certain Reciprocal Easement and Shared Use Agreement dated November 10, 2021 by and between the City of College Station and Costco and Wholesale Corporation, recorded in Volume 17502, page 248, Official Records of Brazos County, Texas.**
- gg. **Easement from City of College Station, Texas to Costco Wholesale Corporation, dated November 10, 2021, recorded in Volume 17502, page 248, Official Records of Brazos County, Texas.**
- hh. **Terms and conditions contained in Waiver of Surface Use executed by Marion Violet Creagor, dated April 24, 1998, recorded in Volume 3176, page 6, Official of Brazos County, Texas.**
- ii. **Mineral reservation in Deed from James Carll Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in Volume 374, page 109, Deed Records of Brazos County, Texas; subject to surface waiver recorded in Volume 3176, page 6, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- jj. **Mineral reservation, with surface waiver, in Deed from Hoo-Pang Ngiam, et ux to Bernath Concrete Products Company, dated April 14, 1983, recorded in Volume 571, page 140, Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- kk. **Mineral reservation, with surface waiver, in Deed from Hoo-Pung Ngium, et ux to Jerry Windham and Frank Thurmond, dated April 14, 1983, recorded in Volume 571, page 144, Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- ll. **Terms, conditions and stipulations as set forth in Stipulation of Interest Agreement by and between Marsh-Reeves Trust, John Emory Marsh, Jr., Louise Marsh Reeves, Robert Emory Reeves, and Marsha Reeves Duemke dated January 28, 1991, recorded in Volume 1249, page 37, 42, 47, and 52, Official Records of Brazos County, Texas.**
- mm. **Mineral Deed from Marion Violet Creagor, Independent Executrix of the Estate of James Carll Creagor, Deceased to Marion Violet Creagor, dated July 12, 1993, recorded in Volume 1849, page 321, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.**
- nn. **Mineral conveyance contained in Marsh-Reeves Trust from Grace H. Marsh to Louise M. Reeves dated March 25, 1981, recorded in Volume 2007, page 294, Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument and the Company makes no representation as to the ownership or holder of such interest(s).**
- oo. **Mineral reservation, with surface waiver, in Deed from Marion Violet Creagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in Volume 3900, page 188, Official Records**

of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.

- pp. Mineral reservation, with surface waiver, in Deed executed by Jerry Windham, et al to City of College Station, dated August 14, 2000, recorded in Volume 3900, page 223, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- qq. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated September 27, 2001, recorded in Volume 4329, page 134, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- rr. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated January 8, 2003, recorded in Volume 5056, page 43, Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ss. Mineral Deed from Ronald S. Y. Ngiam, Independent Administrator with Will Annexed of the Estate of Hoo-Pang Ngiam, Deceased to Kim S. K. Ngiam, dated June 8, 2015, recorded in Volume 12821, page 27, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- tt. Mineral Deed from Louise M. Reeves to Southwest Petroleum Company, L.P., dated June 22, 2018, recorded in Volume 14782, page 234, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- uu. Estate created by Oil and Gas Lease(s) from Grace H. Marsh and J. E. Marsh to H. B. Pressley, dated February 12, 1942, recorded in Volume 3, page 377, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- vv. Estate created by Oil and Gas Lease(s) from Grace and J. E. Marsh to Joe Vickery, dated February 8, 1952, recorded in Volume 11, page 333, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ww. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Tidewater Oil Co., dated October 23, 1957, recorded in Volume 14, page 331, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- xx. Estate created by Oil and Gas Lease(s) from Grace Marsh and J. E. Marsh to Jay Callahan, dated January 30, 1957, recorded in Volume 14, page 394, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- yy. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Cities Service Company, dated August 17, 1976, recorded in Volume 23, page 550, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- zz. Estate created by Oil and Gas Lease(s) from James Carl Creagor to Cities Service Company, dated August 12, 1976, recorded in Volume 23, page 608, Oil & Gas Records of Brazos County, Texas.

Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

- aaa. Estate created by Oil and Gas Lease(s) from Grace H. Marsh a/k/a Mrs. J. E. Marsh to Cities Service Company, dated August 27, 1976, recorded in Volume 23, page 706, Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- bbb. Estate created by Oil and Gas Lease(s) from George Creagor, et al to Union Pacific Resources Co., dated July 19, 1990, recorded in Volume 1205, page 820; Volume 1206, page 16, 23, and 34; Volume 1209, page 215, Official Records of Brazos County, Texas and Amended in Volume 1839, page 306, 324, 332 and 340; and Volume 1840, page 1, Official Records of Brazos County, Texas. Subject to Surface Waiver recorded in Volume 2501, page 282, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ccc. Estate created by Oil and Gas Lease from Hoo-Pang Ngiam, et ux to Union Pacific Resources Company, dated July 19, 1990, recorded in Volume 1207, page 369, and amended in Volume 1839, page 314, Official Records of Brazos County, Texas; subject to the surface waivers recorded in Volume 3421, page 140 and Volume 3494, page 237, Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- ddd. Estate created by Oil and Gas Lease from James C. Creagor, et ux to Union Pacific Resources Company, dated August 13, 1990, recorded in Volume 1214, page 475, Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- eee. Estate created by Oil and Gas Lease(s) from Robert Emory Reeves to Union Pacific Resources Company, dated September 14, 1990, recorded in Volume 1218, page 421, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- fff. Estate created by Oil and Gas Lease(s) from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust to Union Pacific Resources Co., dated September 14, 1990, recorded in Volume 1218, page 427, Official Records of Brazos County, Texas, subject to the surface waiver recorded in Volume 4583, page 171, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ggg. Estate created by Oil and Gas Lease(s) from John E. Marsh, Jr. to Union Pacific Resources Co., dated September 14, 1990, recorded in Volume 1218, page 439, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- hhh. Estate created by Oil and Gas Lease(s) from Marsha Reeves Duemke to Union Pacific Resources Co., dated September 14, 1990, recorded in Volume 1220, page 302, Official Records of Brazos County, Texas, subject to the surface waiver recorded in Volume 5017, page 207, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- iii. Estate created by Memorandum of Oil and Gas Lease(s) from Susan Creager Helm, et al to Petroedge Energy, III, LLC, dated July 22, 2014, recorded in Volume 12163, page 173, 175, 177, & 179, Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

jjj. Property lies within the boundary of the College Station Tax Increment Zone #19 (CSMD-E)

NOTE: Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded documents and do not publish, state, or imply such personal restrictions or covenants are enforceable.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.**
6. **Company must be furnished documents evidencing Municipal authority to convey subject property pursuant to Statutes and Laws governing the State of Texas.**
7. **Company requires proof that the subject property qualified for each ad valorem tax exemption that was granted to it for the last three tax years.**
8. **If any party to the transaction will execute documents based on a Statutory Durable Power of Attorney, Company requires the agent presenting such power of attorney to provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Sec. 751.203 of the Texas Estates Code, before the date of closing.**
9. **Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2024.**
10. **Company will require a properly executed Waiver of Inspection.**
11. **Company requires an Affidavit as to Debts and Liens to be executed at closing.**
12. **"The title insurance policy being issued to you contains an Arbitration Provision. It allows you or the**

Company to require arbitration if the amount of Insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the Arbitration Provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the Arbitration Provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration Provision, please inform us through your Closing Instructions."

13. For informational purposes: Texas law may require certain Seller notices. Some notices, including the Notice to Purchaser of Special Taxing or Assessment District, are required to be filed in the real property records. The title company does not determine what notices are required for any specific transaction and does not identify districts in which the property is located. Please contact an attorney for guidance regarding Seller notice requirements. The Seller should notify the title company of any notices they will want recorded at the time of closing.

The following is for informational purposes only:

The current vesting deed is as follows:

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated January 8, 2003, recorded in Volume 5056, page 43, Official Records of Brazos County, Texas.

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated September 27, 2001, recorded in Volume 4329, page 134, Official Records of Brazos County, Texas.

Warranty Deed executed by Jerry Windham and Frank Thurmond to City of College Station, dated August 14, 2000, recorded in Volume 3900, page 223, Official Records of Brazos County, Texas.

Warranty Deed executed by Marion Violet Greagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in Volume 3900, page 188, Official Records of Brazos County, Texas.

Countersigned
South Land Title, LLC

By: 

Authorized Counter Signature

SCHEDULE D

GF No. **BC2413586**

Effective Date: **November 10, 2024, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

(a) The Title Insurance Company, **Texan Title Insurance Company**, is wholly owned by Texan Title Holdings, LLC. Individuals, partnerships, corporations, trusts or other entities owning ten percent (10%) or more of Texan Title Holdings, LLC:

Patrick F. Doyle - 100%

(b) The directors of Texan Title Insurance Company are Patrick F. Doyle, Jessica R. Carper, Jeffrey A. Adams and Russell Sugg

(c) The president, executive or senior vice-president, secretary and treasurer of Texan Title Insurance Company:

Patrick F. Doyle - Chief Executive Officer and President
 Jessica R. Carper - Senior Vice President and Treasurer
 Jeffrey A. Adams - General Counsel and Secretary
 J. Brandon Linscomb - Senior Vice President
 Russell Sugg - Executive Vice President

2. The issuing Title Insurance Agent, **South Land Title, LLC** a Texas Limited Liability Company, whose members owning or controlling, directly or indirectly, 1% or more of said company (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent), and managers are listed below:

Patrick F. Doyle, Chief Executive Officer
 Shannon Doyle Osborn, President
 Jessica R. Carper, Treasurer

South Land Title, LLC is owned 100% by Texan Title Holdings, LLC which is owned 100% by Patrick F. Doyle.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium¹ is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Texan Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$0.00	2	3 3	4 41	5	6	7	8

DISCLOSURE TO SELLER, BUYER/BORROWER ABOUT
PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

I. REPRESENTATION OF INTERESTS

In connection with the transaction you are closing today, DOYLE LAW FIRM, PLLC (the "Doyle Law Firm"), may have prepared documents of conveyance, curative documents, or documents pertaining to a loan obtained from a lending institution (or individual owner under an owner-finance) to finance all or part of the purchase price of Buyer/Borrower's property, or to refinance an earlier loan made to Buyer/Borrower, or which Buyer/Borrower assumed, that is secured on the subject property (collectively, the "Legal Documents"). In the event any such Legal Documents were prepared by the Doyle Law Firm; you must pay for such services. By signing below, Buyer/Borrower is acknowledging that the Doyle Law Firm has not represented Buyer/Borrower's interests or given Buyer/Borrower any legal advice concerning the contract to sell and purchase the property, if applicable, or otherwise related to the property or to the legal instruments and loan documents executed in connection with the home loan transaction or the closing of the transaction itself.

II. RELATIONSHIP OF TEXAS FIRST BANK, PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

The Doyle Law Firm has an ongoing attorney-client relationship with Texas Independent Bancshares, Inc., and Texas First Bank. Additionally, PATRICK F. DOYLE is the sole owner of the Doyle Law Firm, and serves as a director of Texas Independent Bancshares, Inc., and Texas First Bank.

III. RELATIONSHIP OF TITLE COMPANY AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of Texan Title Holdings, LLC, which is the parent company of **South Land Title, LLC**.

IV. RELATIONSHIP OF TAX SERVICE PROVIDER AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of Realty Tax Search, Inc., which provides ad valorem tax searches, and collects, stores and disseminates such information regarding your transaction, and collects a standard fee for services related thereto.

V. FREEDOM TO HIRE A LAWYER

The undersigned acknowledges that they have had the opportunity to consult independent counsel or hire an attorney to represent them regarding this transaction and its consequences.

VI. OBLIGATION TO PAY LEGAL FEES

In the event any Legal Documents were prepared by the Doyle Law Firm, the undersigned acknowledges that they must pay at the time of closing, or on demand, the legal fees of the Doyle Law Firm. The charges for the services of the Doyle Law Firm are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for the preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Attached hereto as Exhibit A and incorporated herein is an Affiliated Business Arrangement Disclosure Statement, which sets forth the Doyle Law Firm's relationship to PATRICK F. DOYLE and Settlement Service Charge or range of charges.

VII. DESCRIPTION OF LEGAL SERVICES

If representing the lender's interest in this loan transaction, the Doyle Law Firm provided a variety of services of a legal nature. The Doyle Law Firm reviews as necessary the sales contract, survey, title report or commitment of title insurance, various documents of record such as restrictions and easements, and typically prepares such instruments as the note, deed of trust, affidavits, and various miscellaneous documents required by the lender.

Furthermore, the undersigned acknowledges that the Doyle Law Firm may have prepared certain Legal Documents upon the request of **South Land Title, LLC**, and has not in any manner, undertaken to assist or render legal advice to the undersigned, with respect to this transaction. The attorney preparing the documents represents **South Land Title, LLC**.

{00028567.DOC}

The undersigned has been provided with an opportunity to examine the title commitment issued by the title company in this transaction and is satisfied with the contents of such commitment. Furthermore, the undersigned agrees and understands that this transaction is not "closed" until all disbursements are made on behalf of all parties. In the event there are any additional charges for anyone furnishing services, requiring payoff, or by any taxing authority, the undersigned will pay such charges attributable to it upon written request.

VIII.

ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the lender, the Doyle Law Firm and PATRICK F. DOYLE that you have received a copy of this disclosure, that you have read all of the above statements, that you understand them, and that what has been stated in this disclosure is accurate and truthful. Furthermore, you acknowledge that you have read this disclosure form and understand that PATRICK F. DOYLE is referring you to purchase the settlement services as described herein on Exhibit A and may receive a financial or other benefits as the result of this referral.

EXHIBIT "A"

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
NOTICE**

FROM: PATRICK F. DOYLE

GF#: BC2413586

This is to give you notice that **PATRICK F. DOYLE** has a business relationship with and an ownership interest in **REALTY TAX SEARCH, INC.** and **TEXAN TITLE HOLDINGS, LLC.**

Set forth below is the estimated charge or range of charges of the settlement services listed. You are **NOT** required to use the listed providers as a condition for closing your transaction of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider and Settlement Services Charge or Range of Charges:

South Land Title, LLC	(premium fees as set by State Board of Insurance and vary depending on value of transaction and credits available to consumer)
Realty Tax Search	\$40.00

ACKNOWLEDGEMENT

The undersigned has read this disclosure form and understands that **PATRICK F. DOYLE** is referring the undersigned to purchase the above-described settlement services and may receive financial or other benefits as a result of this referral.

**SOUTH LAND TITLE, LLC
PRIVACY POLICY**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **SOUTH LAND TITLE, LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED BY YOU OR YOUR LENDER.

WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

NO PERSON, ENTITY OR FIRM WHO IS NOT A PARTY TO YOUR CONTRACT IS PERMITTED TO RECEIVE ANY INFORMATION FROM THIS COMPANY ON ANY MATTER RELATED TO YOUR CONTRACT.

**DOYLE LAW FIRM, PLLC
PRIVACY POLICY NOTICE**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **DOYLE LAW FIRM, PLLC**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**EXHIBIT C
SPECIAL WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202__

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: THE CORINTH GROUP, INC., a Texas corporation

GRANTEE'S MAILING ADDRESS: 4645 N. Central Expressway
(including county) 300 Knox Place
Dallas, Texas 75205

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

All those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being _____ acres of Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. _____

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

Reference is hereby made to that certain Development Agreement (the "DA") dated to be effective as of _____, by and between Grantor and Grantee (or Grantee's predecessor in interest). Notwithstanding anything herein to the contrary:

- (1) If Grantee does not meet the Commencement of Construction Deadline for the Public Plaza (as defined in the DA), such deadline being _____, then, subject to the terms and conditions in the DA, the conveyance for the Public Plaza (as defined in the DA) within the Property shall be null and void, and fee simple title to the Public Plaza within the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such reversion right, or
- (2) If Commencement of Construction fails as a result of revocation of a Permit (as such terms are defined in the DA), then, subject to the terms and conditions in the DA, the Grantor may demand the Grantee reconvey the Public Plaza within the Property to the Grantor and Grantee shall have thirty (30) days after Grantee receives Grantor's demand to achieve

Commencement of Construction. Should Grantee fail to achieve Commencement of Construction within the thirty (30) days, then upon the thirty-first (31st) day, Grantee shall reconvey the Public Plaza within the Property to the Grantor and the Public Plaza within the Property shall become fee simple estate owned by the Grantor.

When the context requires, singular nouns and pronouns include the plural.

**CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.**

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

City Secretary

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 202__, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT D
BUYER'S DEVELOPMENT PROPOSAL

See attached Buyer's Development Proposal on the following pages. The terms of this Real Estate Contract shall take precedence and control over any term or provision of this Buyer's Development Proposal that in any way conflicts with, differs from, or attempts to alter the terms of this Real Estate Contract.

CORINTH PROPERTIES

January 3rd, 2025

Mr. Michael Ostrowski, Chief Development Officer
 Mr. Brian Piscacek, Assistant Director Economic Development
 Ms. Stacey Vasquez, Economic Development Coordinator
 Economic Development and Tourism
 1207 Texas Avenue
 College Station, Texas 77840

RE: Letter of Intent (“LOI”) outlining the general terms to purchase and develop the Property located at the corner of Highway 6 and Corporate Parkway in College Station, Texas.

The purchase and sale of the Property is contemplated to occur in two phases outlined below. Moreover, Purchaser and Seller will work in partnership to develop part of the Property into a public Community Space with an adjacent covered pavilion-like structure.

This LOI is not intended to constitute, and shall not constitute, a contract for the sale of the Property, but will merely serve as a guideline on which an appropriate Purchase and Sale Agreement may be prepared.

PROPERTY:	+/- 28.66 acres located at the intersection of Highway 6 and Corporate Parkway in the Midtown Business Park in College Station, TX. See Exhibit A .
SELLER:	The City of College Station
PURCHASER:	Corinth Group, Inc. and/or an entity controlled by it.
DEAL STRUCTURE:	<p>The Property will be divided into three separate sections for purposes of the purchase and sale. See Exhibit B.</p> <ol style="list-style-type: none"> 1) Phase One Development Site – +/- 13 acres of developable commercial land. 2) Community Space – +/- 2 acres of land to be developed into a shared recreational greenspace with an open-air pavilion. Seller will work in partnership with Purchaser to develop this portion of the site. 3) Future Development Site – +/- 14 acres of developable commercial land to be purchased and developed at a later date. Purchaser will have a Purchase Option for the Future Development Site per the terms outlined in this Letter of Intent. <p>The acreages contemplated in this LOI for each subdivided portion of land are rough estimates. The exact size of each section of the project will be finalized through a joint design process between Purchaser and Seller as part of the overall development of the Property.</p>

PURCHASE PRICE:	<p>The Purchase Price for both the Phase One Development Site and the Future Development Site is \$8.00 per land square foot.</p> <p>The total Purchase Price for both transactions will be calculated once the actual size of each parcel is finalized and agreed to by Purchaser and Seller as part of the initial design process.</p>
EARNEST MONEY:	<p>Within three (3) business days of the execution of a Purchase and Sale Agreement, Purchaser shall transfer and deliver to the Title Company \$100,000 (“Earnest Money Deposit”) to be held in escrow and to secure Purchaser’s obligations under the Purchase and Sale Agreement.</p> <p>Purchaser and Seller agree that \$50,000 of the Earnest Money will be a “Contract Fee” and shall be non-refundable for the Feasibility Period.</p> <p>The Earnest Money will be applicable to the Purchase Price.</p>
SELLER-PROVIDED INFORMATION:	<p>Seller agrees to deliver all pertinent documents related to the Property in Seller’s possession to Purchaser.</p>
FEASIBILITY PERIOD:	<p>Purchaser shall have a period of one-hundred and eighty (180) days from the Effective Date of the Purchase and Sale Agreement (and any associated governmental approvals) to inspect the Property, research municipal ordinances and requirements and all information relating thereto.</p> <p>In the event that Purchaser, during the Feasibility Period, in its sole discretion disapproves any requirement, document, or any portion of the Property, or determines that the purchase is not economically feasible, it may at its option be relieved of all liability under the Purchase and sale agreement and the Earnest Money shall be promptly returned, less \$100.00 for Independent Consideration, to Purchaser by the Title Company.</p> <p>Purchaser shall be able to purchase two thirty (30) day extensions of the Feasibility Period. Each extension will cost \$10,000 of additional non-refundable Earnest Money.</p>
DEVELOPMENT AGREEMENT	<p>During the Feasibility Period, Purchaser and Seller shall endeavor to negotiate a mutually acceptable “Development Agreement” that will govern the overall partnership between Purchaser and Seller in the development of the Property.</p> <p>The Development Agreement will define items such as (but not limited to):</p> <ul style="list-style-type: none"> - Roles and Responsibilities of Purchaser and Seller in the development of the Community Space. - Design guidelines and restrictions, if any, for both the Community Space and the buildings to be constructed on the Property.

	<ul style="list-style-type: none"> - Use restrictions, if any, for both the Community Space and the buildings to be constructed on the Property. - Cost sharing between Purchaser and Seller of the improvements, infrastructure and paving necessary to support the operations of the Community Space. - Incentives, abatements, funds for the benefit of the overall development of the Property.
PURCHASE OPTION:	<p>Purchaser shall have the exclusive right to purchase the Future Development Site at a future date that is mutually acceptable to both Seller and Purchaser. The Purchase Price for the Future Development Site is defined in the "Purchase Price" section above. Purchaser agrees to pay an "Option Fee" totaling \$70,000 following the expiration of the Feasibility Period. The "Option Fee" will be non-refundable but applicable to the Purchase Price of the Future Development Site.</p> <p>The Purchase Option shall be in effect for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date outlined in a Contract.</p> <p>Purchaser may pay a non-refundable \$50,000 fee to extend the Option Period for up to ninety (90) days. This Option Extension Fee will be applicable to the purchase price of the Future Development Site.</p>
CLOSING:	Closing of the Phase One Development Site will occur sixty (60) days following the expiration of the Feasibility Period.
PRORATIONS:	Taxes shall be prorated between the Seller and Purchaser as of the Closing Date.
CLOSING COSTS:	Seller and Purchaser shall each be responsible for their own legal fees. Purchaser shall pay for any necessary third-party reports it deems necessary as part of its due diligence process. Purchaser to pay for the Title Policy premium, Recording Fees, and Escrow Fees. All other closing costs shall be allocated as is customary for a real estate transaction in the College Station MSA.
TITLE COMPANY:	Southland Title, LLC, 3800 Cross Park Dr., Bryan, TX 77802
ENCUMBRANCES:	Purchaser shall acquire the Property free and clear of any debts, liens or assessments. Any costs associated with prepaying existing debt, removing liens or maintaining bonds shall be paid by Seller.
COMMISSIONS:	Seller will pay all brokerage commissions associated with the sale of the Property to its representative, Oldham Goodwin, who has

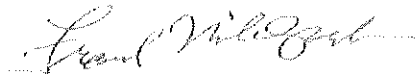
	agreed to share equally in the commission with Purchaser's Broker, Falcon Realty Advisors.
NON-BINDING NATURE:	It is expressly agreed by Purchaser and Seller that this Letter of Intent is non-binding on Purchaser and Seller, and Purchaser and Seller will have no obligation to purchase or sell the Property prior to the mutual execution and delivery of a Contract. Seller acknowledges and agrees that the terms and conditions of this Letter of Intent remain subject to (i) review and approval by Purchaser's required authorization procedures and (ii) further inspection of the Property by representatives of Purchaser.
EXCLUSIVITY:	By signing this Letter of Intent below, Seller agrees to act in good faith to negotiate with Purchaser a mutually acceptable Contract and will not initiate, solicit, continue or respond to any offers or negotiations for the sale of the Property to any person or entity other than Purchaser during the period from the execution date hereof until the execution and delivery of a mutually acceptable Contract by both parties hereto.
CONFIDENTIALITY:	Purchaser and Seller agree not to release any information regarding this transaction to the press, the real estate brokerage community or any party that is not relevant to the closing of this transaction until a mutually agreed upon date.

Corinth Group is interested in pursuing discussions regarding a potential transaction on the above general terms. Please sign and return a copy of this LOI to confirm your interest in pursuing discussions regarding the potential sale of this Property on these general terms.

Please do not hesitate to contact us if you need to clarify any of the above or any other matters.

Sincerely,

Corinth Properties

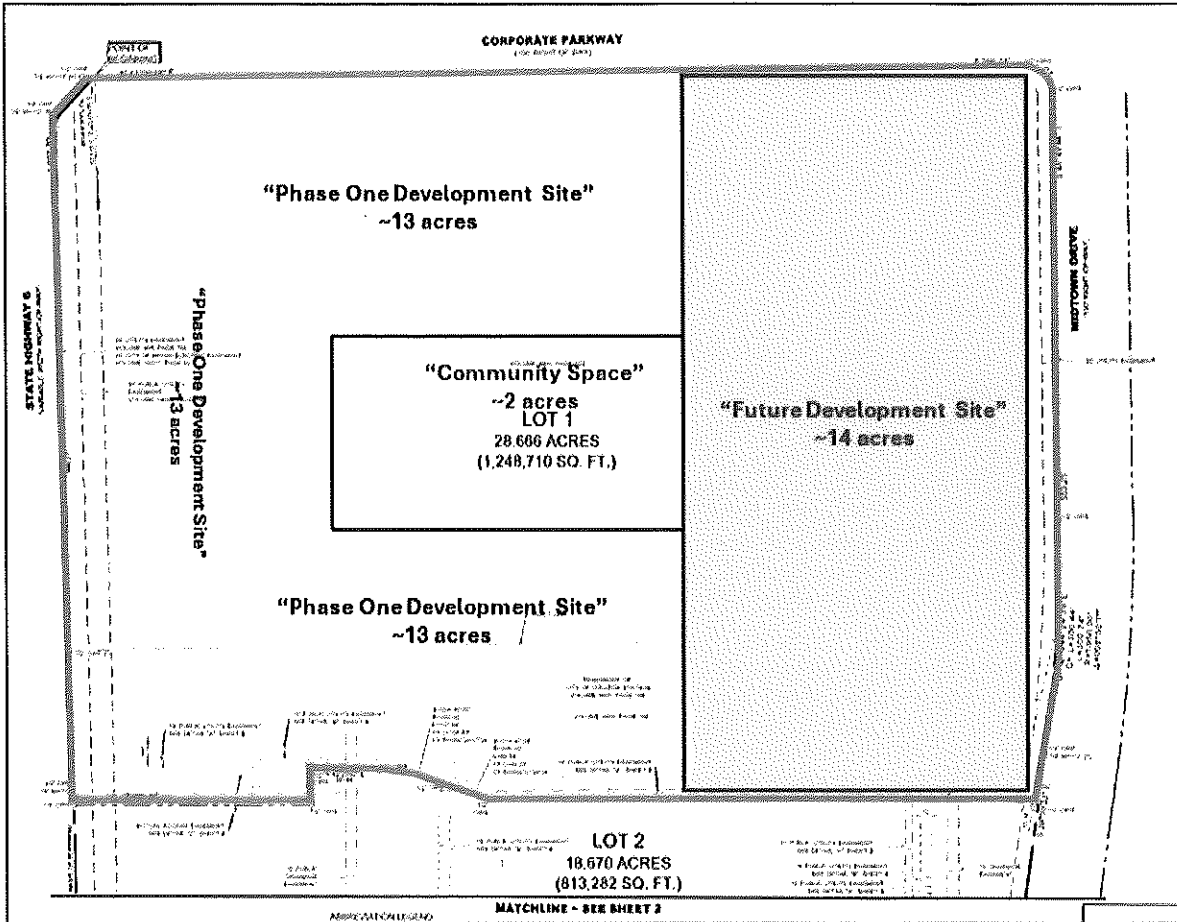


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Exhibit B





DEVELOPMENT SYNOPSIS

LOT	LAND AREA	BLDG. LEASABLE AREA	PARKING PROVIDED	PARKING RATIO	DENSITY %
MULTI-FAMILY	438,542 S.F.	10.07 AC.			
MUTUAL ACCESS EASEMENT	14,563 S.F.	0.33 AC.			
LOT 1	40,203 S.F.	1.38 AC.	65 CARS	9.37 / 1000	11.52%
LOT 2	86,156 S.F.	1.98 AC.	98 CARS	10.1 / 1000	11.25%
LOT 3	47,412 S.F.	1.09 AC.	46 CARS	19.17 / 1000	5.06%
LOT 4	77,970 S.F.	1.79 AC.	122 CARS	20.33 / 1000	7.70%
LOT 5	175,374 S.F.	4.03 AC.	202 CARS	4.04 / 1000	28.51%
LOT 6	169,852 S.F.	3.90 AC.	113 CARS	5.00 / 1000	13.31%
LOT 7	181,250 S.F.	4.16 AC.	193 CARS	4.29 / 1000	24.83%
TOTAL	1,251,322 S.F.	28.73 AC.	839 CARS	5.88 / 1000	11.40%

COLLEGE PARK COLLEGE STATION, TX



SK-09

SITE PLAN

0 50 100

Due to site regulatory approval, permit or construction.

PROJECT: 2501300 DATE: 08/26/2025

4802 Maplebridge St., Suite 200 | Belton, Texas 77701 | 713.785.3644

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architecture
planning

baulter design group