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Cynthia Rincon

**DEDICATED RECIPROCAL ACCESS EASEMENT, DRAINAGE
AND UTILITY EASEMENTS**

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

KNOW ALL PERSONS BY THESE PRESENTS

THIS DEDICATED RECIPROCAL ACCESS EASEMENT, DRAINAGE AND UTILITY EASEMENTS ("Agreement") is hereby dedicated as of the 30th day of July, 2009, by ALTON E. OFCZARZAK, II ("Original Owner").

WITNESSETH:

WHEREAS, Original Owner owns an approximately 237.26 acre tract of real property located in Brazos County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference; SAVE AND EXCEPT therefrom and out of such 237.26 acre tract a 21.11 acre tract described on Exhibit "A-1" attached hereto and incorporated herein by reference (the remaining 216.15 acre tract being referred to herein as "Fawn Meadows Estates"); and

WHEREAS, Original Owner has intentions of conveying various parcels of the Fawn Meadows Estates Property to third parties; and

WHEREAS, the Original Owner desires to provide for reciprocal ingress, egress, access rights, utility easements and drainage easement to all of the Property in Fawn Meadows Estates now and in the future (together the "Benefited Property").

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Original Owner hereby creates and dedicates the following easements, obligations, and restrictions as follows:

1. Easement. Original Owner does hereby dedicate and reserve: (a) a non-exclusive easement in the Access Easement Area (defined below) for pedestrian and vehicular ingress, egress, and access over and across the Fawn Meadows Estates Property, (b) a non-exclusive easement in the Utility Easement Area (defined below) for the installation for construction, operation, maintenance, replacement, repair, upgrade and removal of water, electric, gas utilities, telecommunication lines (e.g., telephone, cable TV, DSL, electronic data transmission services, etc.) and related facilities (collectively, the "Utilities"), and (c) a non-exclusive drainage easement in the Drainage Easement Areas (defined below) (collectively "Drainage Easement").

The easements created by such grants and dedication regarding ingress, egress and access shall be referred to herein as the "Access Easement". The easements created by such grants and dedications regarding the Utilities shall be referred to herein as the "Utility Easement". The area affected as described in Exhibit "B" attached hereto and made a part hereof for all purposes and encumbered by such Access Easement shall be referred to herein as the "Access Easement Area".

The area affected as described in Exhibit "C" attached hereto and made a part hereof for all purposes and encumbered by such Utility Easement shall be referred to herein as the "Utility Easement Area". The Access Easement Area and the Utility Easement Area shall be collectively referred to herein as the "Easement Area". The grant and dedication of the Easement shall also include the right to use any improvements and structures in the Easement Area for the use described in this Section 1. The area affected as described in Exhibit "D" attached hereto and made a part hereof for all purposes and encumbered by the Drainage Easement shall be referred to as the "Drainage Easement Areas".

2. Use of Easement. Each Owner of any Parcel of Land located in Fawn Meadows Estates may each permit the benefits of the Access Easement to be used and enjoyed by the tenants, licensees, invitees, and other occupants of all or any portion of the Benefited Property owned by such Owner, as well as customers, employees and agents thereof; provided, however, that in no event shall the consent or joinder of any one or more of such tenants, licensees, occupants, invitees, customers, employees, or agents thereof be required to modify, amend, or terminate the Easement. Each Owner of a Parcel in Fawn Meadows Estates has the right (the "Secondary Easement") to use up to 10 feet of the surface of the Property that is adjacent to both sides of the Utility Easement Area ("Adjacent Property") only if reasonably necessary to install and maintain the Utilities within the Utility Easement Area that are reasonably suited for the installation, construction, operation, maintenance, replacement, repair, upgrade and removal of the Utilities. However, the party exercising its right under the Secondary Easement must promptly restore the Adjacent Property to its previous physical condition if changed by the use of the rights granted by this Secondary Easement. Each Owner of any Parcel of Land located in Fawn Meadows Estates shall have a right to use the Drainage Easement for the drainage of water as appropriate and for no other purpose. The Owner of any Parcel of Land subject to the Drainage Easement shall not block, impede or prevent water from draining or flowing through the Drainage Easement.

3. Restrictions. The following restrictions apply to the Access Easement:
- a. The Access Easement does not include vehicular parking rights within the Access Easement Area located on a particular party's Parcel or Property, and each party will use reasonable efforts to prevent its permittees from parking within any portion of the Easement Area.
 - b. Each party reserves the right to temporarily close all portions of its Access Easement Area for the reasonable period of time legally necessary, in the opinion of the party's counsel, to prevent the dedication of any portion of any of the Fawn Meadows Estates Property for public use or the acquisition of prescriptive rights by anyone; **provided, however**, that before completely closing off all portions of its Access Easement Area, the party shall give written explanation and notice to each other party of its intention to do so and provide temporary alternate access to each other party upon request.
 - c. Each party reserves the right to barricade temporarily any portion of the Access Easement Area as shall be reasonably necessary for purposes of preparing or maintaining the surface area thereof or for installing, maintaining, repairing, or replacing any utility facilities or distribution lines located thereof or thereunder,

provided, that the barricading party provided written notice to each other party and provide temporary alternate access so as to minimize interference with the enjoyment and use of the Benefitted Property.

- d. The Easement dedicated herein is subject and subordinate to any and all matters of record as of the date hereof.

4. No Obstructions. Each Owner of a Parcel in Fawn Meadows Estates shall keep the Access Easement Area (insofar as the Easement Area is within the boundary lines of property owned by such particular Owner) free and clear of all obstructions to the extent necessary to allow for the use and enjoyment of the Easement for the use described in Section 1 hereinabove, except as provided in Section 2 of this Agreement.

5. Reservation of Rights. Each Owner of a particular Parcel located in Fawn Meadows Estates shall have the right (i) to use any portion of such Owner Property within the Easement Area for any purpose not inconsistent with the grant and dedication of the Easement; (ii) to grant other and further easements in and to any portion of such Owner's Property within the Easement Area so long as the same do not unreasonably interfere with the Parcel Owner in Fawn Meadows Estates' use and enjoyment of the Easement and so long as the same do not impact the aesthetics of the Property; and (iii) to construct, install, operate, maintain, repair, replace, or remove any facilities in, on, or under any portion of such Owner's Property within the Easement Area so long as the exercise thereof does not unreasonably prevent other Parcel Owners in Fawn Meadows Estates use and enjoyment of the Easement.

6. Road Construction and Maintenance. A road has been or will be constructed or improved on the Access Easement Area (the "Road"), the Owners of Parcels of Land located within Fawn Meadows Estates shall regularly improve, repair and maintain the Easement Area and Road in a level, smooth, neat and clean condition. Any repairs shall be made with the type of surfacing materials originally installed or a substitute material that is equal or superior in quality, appearance and durability. Notwithstanding anything to the contrary contained in this Section 6, any and all costs of maintenance, repair, repaving, resurfacing or patching of the Easement Area, as well as replacing directional markings and the costs of taxes with respect to the Easement Area shall be allocated to the Owners' Land or Parcels located in Fawn Meadows Estates, in proportion to the number of acres owned to the total number of acres contained in Fawn Meadows Estates. The requirements in this Section 6 are subject to the terms and conditions of that certain Agreement of Dedication of Reciprocal Covenants dated the date hereof by Original Owner ("Covenant Agreement"), including but not limited to the terms of Article 3 therein, and the terms of such Covenant Agreement are incorporated herein by reference.

7. County Maintenance. In the event Brazos County, Texas is willing to assume the maintenance of the Access Easement, the Owners of any Parcels of Land located in Fawn Meadows Estates agree to cooperate in allowing Brazos County to assume the maintenance of the Access Easement.

8. Condemnation. In the event of an eminent domain taking of all or any portion of the Easement Area, the eminent domain award made with respect to such taking (whether as

compensation for the portion thereof taken, or as severance damages, and whether made with respect to the Easement rights herein created or with respect to the servient fee estate) shall belong solely to the owner of such tract (or such owner's mortgagee, if applicable). The owners of the Easement rights herein created shall not be entitled to any award made with respect to the area so taken if the effect thereof would be to diminish the amount of the award made to the owner of such tract so burdened by such Easement. The foregoing shall not, however, prevent any owner from asserting a claim for damages to the tract which is benefited by such Easement (even though no portion of such tract is taken) by reason of the eminent domain taking of the whole or any part of such easement, to the extent that such damages may be awarded and paid by the taking authority in recognition of reduced access, loss of business, or similar consequences; provided, that in any giving of thirty (30) days' notice to the other party in the manner set forth hereinabove. In addition, upon the transfer of fee simple ownership of all or any part of the Benefited Property or any party (a "Transfer"), that party purchasing the property conveyed shall notify all of the other owners of the Benefited Property in writing of the Transfer, and after such notice is delivered, the other parties shall be required to give any notices required to the persons and at the addresses stated in that notice.

9. Status Reports. Recognizing that any party may find it necessary from time to time to establish to potential purchasers, mortgage lenders or the like, the current status of performance under this Agreement, each party, upon the reasonable written request of any other party, from time to time, agrees to furnish, with reasonable promptness, a written statement on the status of any default or other performance relating to this Agreement.

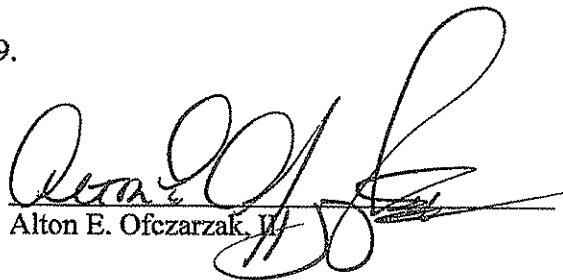
10. No Dedication be Public. Nothing contained in this Agreement shall ever constitute or be construed as a dedication of any portion of the Fawn Meadows Estates Property or the Easement Area to the public or give any member of the public any rights whatsoever; it being the express intention of the parties hereto that this Agreement shall be for the exclusive benefit of the Benefited Property and the owners thereof and their respective successors and assigns.

11. Miscellaneous.

- a. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.
- b. Headings. The section or paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- c. No Partnership. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other parties.
- d. Amendments. This Agreement may only be amended, modified or terminated at any time by written agreement, executed and acknowledged by all the parties to the Agreement or their successors or assigns and recorded in the Real Property Records of Brazos County, Texas.

- e. *Severability.* If any provision of this Agreement shall, for any reason, be held in violation of any applicable law or held to be unenforceable, then the validity of such specific provision shall not be held to invalidate any other provision herein, all of which such other provisions shall remain in full force and effect.
- f. *Interpretation.* Within this Agreement, when required by context, each number (singular or plural) shall include all numbers and each gender shall include all genders; use of the neuter shall include the feminine and masculine, as appropriate. This Agreement is not to be construed more or less favorably between the parties by reason of authorship or origin of language. Time is of the essence in all matters pertaining to the performance of this Contract. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and federal legal holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or federal legal holiday, then that obligation shall be performable the next following regular business day.
- g. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- h. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement with the same effect as if all parties had signed the same original. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.
- i. *Attorneys' Fees.* If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to cover from the other party reasonable Attorneys' fees, expenses and costs.

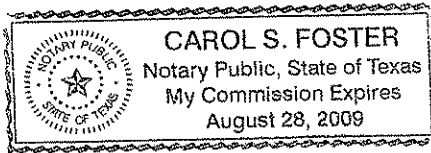
EXECUTED as of the 30th day of July, 2009.


Alton E. Ofczarzak, II

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 3rd day of Aug ~~July~~, 2009, by Alton E. Ofczarzak, II.



Carol S. Foster
Notary Public, State of Texas
My Commission Expires: _____

POST OAK BANK, N.A., the lienholder on the property encumbered by this Reciprocal Access Easement and Utility Easement, does hereby agree that a foreclosure of its lien or liens shall not terminate or extinguish these easements.

EXECUTED on this the 30th day of July, 2009.

POST OAK BANK, N.A.

By: Lance Gordon
Lance Gordon, Senior Vice-President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 30th day of July, 2009, by Lance Gordon, Senior Vice-President of Post Oak Bank, N.A., a national banking association, on behalf of said bank.



Kathleen S. Olson
Notary Public, State of Texas
My Commission Expires: 8/4/2012

EXHIBIT "A"

(Description of 237.26 acre tract follows this cover page)

Field notes of a 237.26 acre tract or parcel of land, lying and being situated in the G. H. Coleman Survey, Abstract No. 10 and in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of the called 193.592 acre (net) tract (200 acres less 1.408 acres, less 5 acres) described in the deed from The Veteran's Land Board of the State of Texas, to Ben T. Mahoney, as recorded in Volume 255, Page 876, of the Deed Records of Brazos County, Texas, and being all of the called 100.1 acre tract described in the deed from Johnny S. Lampo, Receiver to Ben T. Mahoney as recorded in Volume 146, Page 297, of the Deed Records of Brazos County, Texas, and part of the called 5 acre tract described in the deed from The Veteran's Land Board of the State of Texas, to Ben T. Mahoney, as recorded in Volume 162, Page 231, of the Deed Records of Brazos County, Texas, and said 237.26 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the east line of Dilly Shaw Tap Road (County Road) marking the northwest corner of the beforementioned 193.592 acre tract;

THENCE S 45° 00' 00" E along the westerly northeast line of the beforementioned 193.592 acre tract, at a distance of 10.97 feet, pass the west corner of Lot 1, Block 2 - Fawn Lake Estates - Replat of Replat according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, from which a 1/2" iron rod found bears N 27° 19' 09" W - 0.26 feet, continue on along the common line between the 193.592 acre tract and Fawn Lake Estates Replat, at a distance of 124.7 feet, a 12" post oak tree fence corner bears southwest - 1.2 feet, continue on, adjacent to a fence, for a total distance of 516.80 feet to a 1/2" iron rod found marking the south corner of Lot 1, Block 2;

THENCE N 45° 15' 00" E along the southeast line of the beforementioned Lot 1, Block 2, Fawn Lake Estates Replat for a distance of 7.63 feet to the west corner of the William Zimmerman - called 6.00 acre - Tract 1 (out of 193.592 acre tract) described in Volume 3969, Page 234, of the Official Records of Brazos County, Texas, same being at the beginning of a curve, concave to the northeast, having a radius of 222.76 feet, from which a 1/2" iron rod found (bent) bears N 69° 32' 57" W - 0.15 feet;

THENCE along the southerly and southwesterly lines of the beforementioned 6.00 acre tract, adjacent to, south of and north of a fence line, as follows:

Easterly along said curve, for an arc length of 82.92 feet to a 1/2" iron rod found at the end of this curve, the chord bears S 70° 50' 08" E - 82.44 feet,
S 81° 29' 59" E for a distance of 362.88 feet to a 1/2" iron rod found marking at the beginning of a curve, concave to the southwest, having a radius of 494.26 feet,
Southeasterly along said curve, for an arc length of 262.69 feet to a 1/2" iron rod found at the end of this curve, the chord bears S 66° 16' 26" E - 259.61 feet,
S 51° 02' 53" E for a distance of 142.12 feet to a 1/2" iron rod found at an 8" creosote post fence corner marking the south corner of the 6.00 acre tract;

THENCE N 45° 00' 00" E along the southeast line of the beforementioned William Zimmerman - 6.00 acre tract and the southeast line of the Francis Patricia Zimmerman - 6.00 acre - Tract 2 described in said 3969/234, adjacent to and southeast of a fence, for a distance of 563.70 feet to a

1/2" iron rod found marking the east corner of the 6.00 acre Tract 2 in the southwest line of Lot 6B, Block 2, of the beforementioned Fawn Lake Estates Replat, from which an 8" creosote post fence corner bears N 52° 02' 18" W - 35.5 feet;

THENCE S 45° 00' 00" E along the southwest line of Lots 6B, 7A and 8, Block 2, Fawn Lake Estates Replat, same being the northeast line of the beforementioned 5 acre tract and the beforementioned 193.592 acre tract, adjacent to a fence, for a distance of 485.52 feet to a 1/2" iron rod found marking the south corner of said Lot 8, same being an interior ell corner of the beforementioned 193.592 acre tract, from which a 1/2" iron rod found bears N 44° 45' 55" W - 28.60 feet and a 30" post oak tree fence corner bears N 38° 11' 56" W - 29.5 feet, and a 24" dead tree fence corner bears N 46° 24' 11" E - 28.2 feet;

THENCE N 45° 00' 00" E along the northwest line of the beforementioned 193.592 acre tract and the beforementioned 100.1 acre tract, same being the southeast line of the following tracts: the beforementioned Fawn Lake Estates Replat (2929/45), the Replat of Lot 3, Block 4, Fawn Lake Estates according to the plat recorded in Volume 5367, Page 227, of the Official Records of Brazos County, Texas, and the Forest - called 75.27 acre tract described in Volume 8021, page 88, of the Official Records of Brazos County, Texas, adjacent to a fence, at a distance of 620.00 feet, pass a 1/2" iron rod found at the southeast end of Fawn Lake Drive, (at south corner thereof) at a distance of 720.00 feet, pass a 1/2" iron rod found at the southeast end of Fawn Lake Drive (at east corner thereof), at a distance of 2150.00 feet, pass the east corner of Lot 3B (3.09 acres) of said Fawn Lake Estates Replat (5367/227), same being the south corner of the said 75.27 acre tract, from which a 1/2" iron rod found at an 8" cedar tree bears S 87° 28' 37" E - 0.29 feet, continue on, at a distance of 3735.97 feet, pass a 1" iron rod found, continue on, for a total distance of 3800.97 feet to the north corner of the 100.1 acre tract in the center of Wickson Creek, same being the east corner of the 75.27 acre tract;

THENCE along the center meanders of Wickson Creek, same being the southeast line of the Glockzin - 241.28 acre tract, Volume 5257, Page 185 of the Official Records of Brazos County, Texas, and the Glockzin - 217.21 acre tract, Volume 5257, Page 180 of the Official Records of Brazos County, Texas, as follows:

S 62° 14' 46" E for a distance of 162.50 feet,
S 86° 44' 46" E for a distance of 394.50 feet,
S 73° 14' 46" E for a distance of 132.00 feet,
S 87° 29' 46" E for a distance of 154.50 feet,
S 66° 14' 46" E for a distance of 172.50 feet,
S 79° 59' 46" E for a distance of 131.00 feet,
N 89° 45' 14" E for a distance of 140.00 feet,
S 63° 59' 46" E for a distance of 158.00 feet,
S 77° 44' 46" E for a distance of 124.50 feet,
S 62° 44' 46" E for a distance of 258.00 feet,
S 12° 29' 46" E for a distance of 42.50 feet,
S 01° 30' 14" W for a distance of 66.00 feet,
S 29° 14' 46" E for a distance of 115.50 feet,
S 10° 30' 14" W for a distance of 75.00 feet,

S 12° 00' 14" W for a distance of 80.50 feet,
S 17° 59' 46" E for a distance of 71.00 feet,
S 70° 44' 46" E for a distance of 64.00 feet,
N 54° 15' 14" E for a distance of 120.50 feet,
N 80° 00' 14" E for a distance of 61.50 feet,
N 64° 15' 14" E for a distance of 154.50 feet,
N 88° 30' 14" E for a distance of 64.50 feet,
S 72° 14' 46" E for a distance of 56.50 feet,
S 40° 59' 46" E for a distance of 94.00 feet,
S 26° 00' 46" E for a distance of 51.23 feet,
S 43° 55' 10" E for a distance of 39.45 feet to the east corner of the 100.1 acre tract, same being the north corner of the Smith - called 73.77 acre (net) tract, Volume 2349, Page 259, and Volume 2349, Page 261, of the Official Records of Brazos County, Texas;

THENCE along the southeast line of the beforementioned 100.1 acre and 193.592 acre tracts, same being the northwest line of the beforementioned 73.77 acre tract and the Marrs - called 76 acre (net) tract, Volume 3722, Page 01, adjacent to, northeast of and southwest of a fence, as follows:

S 45° 26' 08" W at a distance of 58.00 feet, pass a 1" iron rod found, continue on, for a total distance of 2291.14 feet to the west corner of the 73.77 acre tract, same being the north corner of the 76 acre tract, located 4 feet southeast of the center of a creek or slough, from which a cross-tie fence corner bears S 46° 01' 17" E - 12.8 feet, and a 1/2" iron rod found bears N 05° 33' 49" W - 0.92 feet,
S 44° 46' 29" W at a distance of 979.50 feet, pass a 3/4" iron pipe found, continue on, for a total distance of 1019.50 feet to the center of Little Wickson Creek, same being the south corner of the 193.592 acre tract;

THENCE along the center meanders of Little Wickson Creek, same being the southerly line of the beforementioned 193.592 acre tract and being the northerly line of the beforementioned 76 acre tract and the Rizzo - called 100 acre (net) tract, Volume 2557, Page 130, of the Official Records of Brazos County, Texas, as follows:

N 79° 49' 46" W for a distance of 57.50 feet,
S 59° 50' 14" W for a distance of 94.00 feet,
N 75° 09' 46" W for a distance of 84.50 feet,
N 55° 19' 46" W for a distance of 56.00 feet,
N 52° 19' 46" W for a distance of 53.50 feet,
N 16° 29' 46" W for a distance of 69.50 feet,
N 00° 30' 14" E for a distance of 31.50 feet,
N 26° 20' 14" E for a distance of 127.50 feet,
N 37° 20' 14" E for a distance of 22.00 feet,
N 02° 09' 46" W for a distance of 30.50 feet,
N 27° 49' 46" W for a distance of 57.00 feet,
N 12° 39' 46" W for a distance of 26.50 feet,
N 21° 10' 14" E for a distance of 47.50 feet,
N 06° 00' 14" E for a distance of 37.00 feet,

N 23° 59' 46" W for a distance of 57.00 feet,
N 59° 09' 46" W for a distance of 90.00 feet,
S 71° 20' 14" W for a distance of 71.00 feet,
N 76° 49' 46" W for a distance of 26.50 feet,
N 42° 19' 46" W for a distance of 37.00 feet,
N 52° 39' 46" W for a distance of 61.00 feet,
N 64° 39' 46" W for a distance of 45.50 feet,
S 59° 30' 14" W for a distance of 27.50 feet,
S 39° 40' 14" W for a distance of 77.00 feet,
S 46° 10' 14" W for a distance of 118.00 feet,
S 19° 10' 14" W for a distance of 54.00 feet,
S 11° 09' 46" E for a distance of 84.00 feet,
S 25° 40' 14" W for a distance of 60.50 feet,
S 75° 10' 14" W for a distance of 50.00 feet,
N 70° 29' 46" W for a distance of 31.50 feet,
N 35° 59' 46" W for a distance of 42.00 feet,
N 76° 59' 46" W for a distance of 193.00 feet,
S 80° 30' 14" W for a distance of 47.50 feet,
S 70° 30' 14" W for a distance of 73.00 feet,
S 61° 00' 14" W for a distance of 39.00 feet,
S 81° 20' 14" W for a distance of 56.50 feet,
S 76° 20' 14" W for a distance of 66.50 feet,
S 01° 50' 14" W for a distance of 63.50 feet,
S 47° 40' 14" W for a distance of 44.00 feet,
S 69° 10' 14" W for a distance of 28.00 feet,
S 59° 20' 14" W for a distance of 62.00 feet,
N 73° 39' 46" W for a distance of 48.00 feet,
N 32° 39' 46" W for a distance of 103.00 feet,
N 70° 39' 46" W for a distance of 58.50 feet,
S 89° 30' 14" W for a distance of 131.00 feet,
S 80° 50' 14" W for a distance of 88.00 feet,
S 61° 40' 14" W for a distance of 66.50 feet,
N 86° 49' 46" W for a distance of 50.00 feet,
S 53° 30' 14" W for a distance of 83.00 feet,
S 23° 10' 14" W for a distance of 68.00 feet,
S 09° 50' 14" W for a distance of 103.00 feet,
S 32° 00' 14" W for a distance of 21.50 feet,
S 09° 10' 14" W for a distance of 76.00 feet,
S 08° 39' 46" E for a distance of 81.50 feet,
S 01° 29' 46" E for a distance of 97.00 feet,
S 35° 59' 46" E for a distance of 82.00 feet,
S 35° 29' 46" E for a distance of 54.00 feet,
S 18° 59' 46" E for a distance of 44.00 feet,
S 06° 09' 46" E for a distance of 46.50 feet,
S 18° 20' 14" W for a distance of 34.00 feet,
S 16° 19' 46" E for a distance of 37.50 feet,

S 75° 30' 14" W for a distance of 41.00 feet,
S 89° 10' 14" W for a distance of 51.50 feet,
N 85° 39' 46" W for a distance of 71.50 feet,
N 64° 49' 46" W for a distance of 46.00 feet,
S 82° 50' 14" W for a distance of 89.00 feet,
S 73° 20' 14" W for a distance of 68.50 feet,
N 85° 29' 46" W for a distance of 43.00 feet,
N 69° 29' 46" W for a distance of 51.00 feet,
N 56° 29' 46" W for a distance of 68.50 feet,
S 89° 30' 14" W for a distance of 75.50 feet,
N 74° 39' 46" W for a distance of 179.50 feet,
S 88° 12' 04" W for a distance of 27.76 feet to the intersection of the south fork of Little Wickson Creek with the north fork of Little Wickson Creek, same being the northeast corner of Dilly Shaw Estates according to the plat recorded in Volume 5280, Page 269, of the Official Records of Brazos County, Texas;

THENCE along the center meanders of the north fork of Little Wickson Creek as defined on the beforementioned plat of Dilly Shaw Estates, as follows:

N 78° 42' 41" W for a distance of 86.49 feet,
N 33° 27' 48" W for a distance of 87.13 feet,
N 84° 45' 57" W for a distance of 49.18 feet,
S 30° 57' 50" W for a distance of 93.96 feet,
S 02° 46' 50" W for a distance of 96.59 feet,
S 37° 06' 58" W for a distance of 95.60 feet,
S 02° 04' 06" E for a distance of 80.17 feet,
S 76° 09' 26" W for a distance of 37.14 feet,
N 52° 47' 26" W for a distance of 139.51 feet,
N 03° 15' 09" E for a distance of 165.67 feet,
N 34° 51' 23" W for a distance of 105.85 feet,
N 16° 35' 21" E for a distance of 28.60 feet,
N 25° 58' 34" W for a distance of 69.70 feet,
N 60° 51' 20" W for a distance of 28.83 feet,
S 75° 01' 51" W for a distance of 61.99 feet,
N 33° 47' 35" W for a distance of 24.95 feet,
S 50° 51' 43" W for a distance of 30.13 feet,
N 89° 41' 52" W for a distance of 81.59 feet,
N 48° 08' 49" W for a distance of 35.75 feet,
N 72° 49' 39" W for a distance of 131.82 feet,
N 29° 10' 45" E for a distance of 109.18 feet,
N 32° 34' 04" W for a distance of 28.33 feet,
N 56° 32' 08" W for a distance of 101.30 feet,
N 11° 37' 36" W for a distance of 91.68 feet,
N 33° 16' 36" W for a distance of 57.38 feet,
N 05° 01' 59" E for a distance of 74.85 feet,
N 50° 38' 34" E for a distance of 56.18 feet;

THENCE along the center meanders of Little Wickson Creek (north fork) as located in November 2008, as follows:

N 15° 30' 28" W for a distance of 82.66 feet,
N 05° 54' 12" E for a distance of 16.68 feet,
N 09° 29' 59" W for a distance of 25.15 feet,
N 46° 26' 32" W for a distance of 19.45 feet,
S 81° 09' 17" W for a distance of 16.17 feet,
S 56° 41' 48" W for a distance of 11.50 feet,
S 69° 39' 42" W for a distance of 50.98 feet,
S 63° 03' 38" W for a distance of 10.78 feet,
S 43° 28' 38" W for a distance of 16.82 feet;

THENCE along the center meanders of the north fork of Little Wickson Creek, as defined on the beforementioned plat of Dilly Shaw Estates, as follows:

S 05° 14' 51" W for a distance of 120.25 feet,
S 19° 42' 01" W for a distance of 64.69 feet,
S 84° 06' 58" W for a distance of 48.02 feet,
N 57° 13' 25" W for a distance of 27.26 feet,
N 89° 27' 24" W for a distance of 89.54 feet,
S 74° 35' 58" W for a distance of 65.14 feet,
N 45° 56' 49" W for a distance of 62.87 feet,
N 77° 38' 03" W for a distance of 27.12 feet,
N 00° 51' 20" E for a distance of 178.96 feet,
N 32° 38' 47" E for a distance of 134.49 feet,
N 12° 40' 42" W for a distance of 49.27 feet,
N 21° 37' 39" W for a distance of 34.35 feet,
N 11° 34' 30" E for a distance of 33.10 feet;

THENCE along the center meanders of Little Wickson Creek (north fork) as located November 2008, as follows:

N 18° 49' 22" W for a distance of 29.13 feet,
N 43° 31' 37" W for a distance of 15.23 feet,
N 55° 12' 20" W for a distance of 25.46 feet,
S 86° 50' 20" W for a distance of 17.95 feet,
S 65° 07' 45" W for a distance of 35.50 feet,
S 73° 59' 01" W for a distance of 49.83 feet,
S 68° 46' 05" W for a distance of 31.46 feet,
S 59° 40' 20" W for a distance of 43.56 feet,
S 65° 18' 11" W for a distance of 49.23 feet,
N 87° 02' 27" W for a distance of 42.33 feet;

THENCE along the center meanders of the north fork of Little Wickson Creek as defined on the beforementioned plat of Dilly Shaw Estates, as follows:

N 61° 16' 58" W for a distance of 37.11 feet,
S 85° 37' 25" W for a distance of 21.19 feet,
N 35° 18' 42" W for a distance of 16.54 feet,
S 81° 30' 50" W for a distance of 47.30 feet to the northwest corner of the Dilly Shaw Estates, same being the east or northeast corner of the New Bethlehem Baptist Church - called 1-1/2 acre tract described in Volume 81, Page 577, of the Deed Records of Brazos County, Texas;

THENCE continuing along the center meanders of the north fork of Little Wickson Creek, same being the westerly south lines of the beforementioned 193.592 acre tract and being the northerly line of the beforementioned 1-1/2 acre tract, as follows:

N 88° 48' 05" W for a distance of 65.36 feet,
N 67° 59' 46" W for a distance of 71.00 feet,
S 74° 30' 14" W for a distance of 25.50 feet,
S 85° 22' 45" W for a distance of 24.94 feet,
S 72° 30' 09" W for a distance of 11.12 feet,
N 84° 39' 06" W for a distance of 23.58 feet,
N 88° 01' 56" W for a distance of 30.39 feet,
N 32° 41' 34" W for a distance of 30.54 feet,
N 54° 37' 01" W for a distance of 16.65 feet to the occupied west corner of the 193.592 acre tract in the existing east line of the Dilly Shaw Tap Road, from which a 1/2" iron rod found at the intersection of the east line of Dilly Shaw Tap Road with the north right-of-way line of Riata Court, as platted in said Dilly Shaw Estates bears S 21° 38' 26" W - 577.61 feet;

THENCE along the easterly line of Dilly Shaw Tap Road, adjacent to a fence, as follows:

N 10° 54' 12" E for a distance of 430.20 feet to a 5/8" iron rod found (with cap),
N 16° 03' 57" E for a distance of 75.28 feet to the PLACE OF BEGINNING, containing 237.26 acres of land, more or less.

EXHIBIT "A-1"

(Description of 21.11 acre tract follows this cover page)

Field notes of a 21.11 acre tract or parcel of land, lying and being situated in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of the called 237.26 acre tract described in the deed from Ben T. Mahoney to Alton E. Ofczarzak, II, as recorded in Volume 8901, Page 113, of the Official Records of Brazos County, Texas, and said 21.11 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found in the east line of Dilly Shaw Tap Road (County Road) marking the northwest corner of the beforementioned 237.26 acre tract;

THENCE S 45° 00' 00" E along the westerly northeast line of the beforementioned 237.26 acre tract, at a distance of 10.97 feet, pass the west corner of Lot 1, Block 2 - Fawn Lake Estates - Replat of Replat according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, from which a ½" iron rod found bears N 27° 19' 09" W - 0.26 feet, continue on along the common line between the 237.26 acre tract and Fawn Lake Estates Replat, at a distance of 124.7 feet, a 12" post oak tree fence corner bears southwest - 1.2 feet, continue on, adjacent to a fence, for a total distance of 516.80 feet to a ½" iron rod found marking the south corner of Lot 1, Block 2;

THENCE N 45° 15' 00" E along the southeast line of the beforementioned Lot 1, Block 2, Fawn Lake Estates Replat for a distance of 7.63 feet to the west corner of the William Zimmerman - called 6.00 acre - Tract 1 (out of 237.26 acre tract) described in Volume 3969, Page 234, of the Official Records of Brazos County, Texas, same being at the beginning of a curve, concave to the northeast, having a radius of 222.76 feet, from which a ½" iron rod found (bent) bears N 69° 32' 57" W - 0.15 feet;

THENCE along the southerly and southwesterly lines of the beforementioned 6.00 acre tract, same being the northerly lines of the beforementioned 237.26 acre tract, adjacent to, south of and north of a fence line, as follows:

Easterly along said curve, for an arc length of 82.92 feet to a ½" iron rod found at the end of this curve, the chord bears S 70° 50' 08" E - 82.44 feet,
S 81° 29' 59" E for a distance of 362.88 feet to a ½" iron rod found marking at the beginning of a curve, concave to the southwest, having a radius of 494.26 feet,
Southeasterly along said curve, for an arc length of 262.69 feet to a ½" iron rod found at the end of this curve, the chord bears S 66° 16' 26" E - 259.61 feet,
S 51° 02' 53" E for a distance of 142.12 feet to a ½" iron rod found at an 8" creosote post fence corner marking the south corner of the 6.00 acre tract and an interior ell corner of the 237.26 acre tract;

THENCE N 45° 00' 00" E along the southeast line of the beforementioned William Zimmerman - 6.00 acre tract and the southeast line of the Francis Patricia Zimmerman - 6.00 acre - Tract 2 described in said 3969/234, same being a northwest line of the beforementioned 237.26 acre tract, adjacent to and southeast of a fence, for a distance of 563.70 feet to a ½" iron rod found marking the east corner of the 6.00 acre - Tract 2 in the southwest line of Lot 6B, Block 2, of the beforementioned Fawn Lake Estates Replat, and being a north corner of the 237.26 acre tract, from which an 8" creosote post fence corner bears N 52° 02' 18" W - 35.5 feet;

THENCE S 45° 00' 00" E along the southwest line of Lots 6B, 7A and 8, Block 2, of the beforementioned Fawn Lake Estates Replat, same being a northeast line of the beforementioned 237.26 acre tract, adjacent to a fence, for a distance of 485.52 feet to a ½" iron rod found marking the south corner of said Lot 8, same being an interior ell corner of the 237.26 acre tract, from which a ½" iron rod found bears N 44° 45' 55" W - 28.60 feet and a 30" post oak tree fence corner bears N 38° 11' 56" W - 29.5 feet, and a 24" dead tree fence corner bears N 46° 24' 11" E - 28.2 feet;

THENCE S 45° 00' 00" W across the beforementioned 237.26 acre tract and along the northwest line of Tract 17 - 18.05 acres, at a distance of 996.42 feet, pass a ½" iron rod set for reference, continue on, for a total distance of 1096.42 feet to the southwest line of the 237.26 acre tract in the center of the north fork of Little Wickson Creek;

THENCE along the center meanders of the north fork of Little Wickson Creek, same being the common line between the beforementioned 237.26 acre tract and Dilly Shaw Estates (Subd.) according to the plat recorded in Volume 5280, Page 269, of the Official Records of Brazos County, Texas, and the New Bethlehem Baptist Church - called 1½ acre tract described in Volume 81, Page 577, of the Deed Records of Brazos County, Texas, as follows:

N 72° 49' 39" W for a distance of 102.51 feet,
N 29° 10' 45" E for a distance of 109.18 feet,
N 32° 34' 04" W for a distance of 28.33 feet,
N 56° 32' 08" W for a distance of 101.30 feet,
N 11° 37' 36" W for a distance of 91.68 feet,
N 33° 16' 36" W for a distance of 57.38 feet,
N 05° 01' 59" E for a distance of 74.85 feet,
N 50° 38' 34" E for a distance of 56.18 feet,
N 15° 30' 28" W for a distance of 82.66 feet,
N 05° 54' 12" E for a distance of 16.68 feet,
N 09° 29' 59" W for a distance of 25.15 feet,
N 46° 26' 32" W for a distance of 19.45 feet,
S 81° 09' 17" W for a distance of 16.17 feet,
S 56° 41' 48" W for a distance of 11.50 feet,
S 69° 39' 42" W for a distance of 50.98 feet,
S 63° 03' 38" W for a distance of 10.78 feet,
S 43° 28' 38" W for a distance of 16.82 feet,
S 05° 14' 51" W for a distance of 120.25 feet,
S 19° 42' 01" W for a distance of 64.69 feet,
S 84° 06' 58" W for a distance of 48.02 feet,
N 57° 13' 25" W for a distance of 27.26 feet,
N 89° 27' 24" W for a distance of 89.54 feet,
S 74° 35' 58" W for a distance of 65.14 feet,
N 45° 56' 49" W for a distance of 62.87 feet,
N 77° 38' 03" W for a distance of 27.12 feet,
N 00° 51' 20" E for a distance of 178.96 feet,
N 32° 38' 47" E for a distance of 134.49 feet,
N 12° 40' 42" W for a distance of 49.27 feet,

N 21° 37' 39" W for a distance of 34.35 feet,
N 11° 34' 30" E for a distance of 33.10 feet,
N 18° 49' 22" W for a distance of 29.13 feet,
N 43° 31' 37" W for a distance of 15.23 feet,
N 55° 12' 20" W for a distance of 25.46 feet,
S 86° 50' 20" W for a distance of 17.95 feet,
S 65° 07' 45" W for a distance of 35.50 feet,
S 73° 59' 01" W for a distance of 49.83 feet,
S 68° 46' 05" W for a distance of 31.46 feet,
S 59° 40' 20" W for a distance of 43.56 feet,
S 65° 18' 11" W for a distance of 49.23 feet,
N 87° 02' 27" W for a distance of 42.33 feet,
N 61° 16' 58" W for a distance of 37.11 feet,
S 85° 37' 25" W for a distance of 21.19 feet,
N 35° 18' 42" W for a distance of 16.54 feet,
S 81° 30' 50" W for a distance of 47.30 feet to the north corner of Dilly Shaw Estates
(Subd.), same being the east or northeast corner of said New Bethlehem Baptist Church - 1½
acre tract,
N 88° 48' 05" W for a distance of 65.36 feet,
N 67° 59' 46" W for a distance of 71.00 feet,
S 74° 30' 14" W for a distance of 25.50 feet,
S 85° 22' 45" W for a distance of 24.94 feet,
S 72° 30' 09" W for a distance of 11.12 feet,
N 84° 39' 06" W for a distance of 23.58 feet,
N 88° 01' 56" W for a distance of 30.39 feet,
N 32° 41' 34" W for a distance of 30.54 feet,
N 54° 37' 01" W for a distance of 16.65 feet to the occupied west corner of the 237.26 acre
tract in the existing east line of the Dilly Shaw Tap Road, from which a ½" iron rod found
at the intersection of the east line of Dilly Shaw Tap Road with the north right-of-way line
of Riata Court, as platted in said Dilly Shaw Estates bears S 21° 38' 26" W - 577.61 feet;

THENCE along the easterly line of Dilly Shaw Tap Road, adjacent to a fence, as follows:

N 10° 54' 12" E for a distance of 430.20 feet to a 1/2" iron rod found (with cap),
N 16° 03' 57" E for a distance of 75.28 feet to the **PLACE OF BEGINNING**, containing
21.11 acres of land, more or less.

EXHIBIT "B"

(Description of Access Easement follows this cover page)

Field notes of a 70' wide access easement - 4.91 acres, lying and being situated in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of and lying across the called 237.26 acre tract described in the deed from Ben T. Mahoney to Aiton E. Ofczarzak, II, as recorded in Volume 8901, Page 113, of the Official Records of Brazos County, Texas, and said easement being 70' wide and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Fawn Lake Drive (100' wide right-of-way) with the easterly northwest line of the beforementioned 237.26 acre tract, same being in the southeast line of the Replat of the Replat of Fawn Lakes Estates according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, and same being at the southeast end of said Fawn Lake Drive;

THENCE N 45° 00' 00" E along the common line between the beforementioned 237.26 acre tract and the beforementioned Fawn Lakes Estates (Replat - 2929/45), for a distance of 36.95 feet to a ½" iron rod set at the western end of a curve, concave to the north, having a radius of 430.00 feet, from which a ½" iron rod found at the east corner of Fawn Lake Drive bears N 45° 00' 00" E - 13.05 feet, and a 1" iron rod found in the northwest line of said 237.26 acre tract near Wickson Creek bears N 45° 00' 00" E - 3029.02 feet;

THENCE through the interior of the beforementioned 237.26 acre tract, as follows:

- Easterly along said curve, for an arc length of 432.61 feet to a ½" iron rod set at the end of this curve, the chord bears N 86° 42' 29" E - 414.59 feet,
- N 57° 53' 11" E for a distance of 385.03 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 1070.00 feet,
- Northeasterly along said curve, for an arc length of 182.04 feet, to a ½" iron rod set at the end of this curve, the chord bears N 62° 45' 37" E - 181.82 feet,
- N 67° 38' 03" E for a distance of 264.25 feet to a ½" iron rod set at the beginning of a curve, concave to the south, having a radius of 470.00 feet,
- Easterly along said curve, for an arc length of 275.93 feet to a ½" iron rod set at the end of this curve, the chord bears N 84° 27' 11" E - 271.09 feet, said ½" iron rod set being the beginning of a curve, concave to the north, having a radius of 430.00 feet,
- Easterly along said curve, for an arc length of 400.91 feet to a ½" iron rod set at the end of this curve, the chord bears N 74° 33' 43" E - 386.55 feet,
- N 47° 51' 06" E for a distance of 319.08 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 370.00 feet,

Northeasterly along said curve, for an arc length of 114.02 feet to a ½" iron rod set at the end of this curve, the chord bears N 56° 40' 48" E - 113.57 feet,

N 65° 30' 30" E for a distance of 441.55 feet to a ½" iron rod set at the beginning of an offset cul-de-sac curve, concave to the southeast, having a radius of 75.00 feet, (said radius point bears S 24° 29' 30" E - 75.00 feet),

Easterly, southerly and westerly around said offset cul-de-sac curve, for an arc length of 338.33 feet to a ½" iron rod set at the end of this curve, the chord bears S 14° 44' 24" W - 116.19 feet, same being the beginning of a transition curve, concave to the southwest, having a radius of 25.00 feet,

Westerly along said transition curve, for an arc length of 34.24 feet to a ½" iron rod set at the end of this curve, the chord bears N 75° 15' 37" W - 31.62 feet,

S 65° 30' 30" W for a distance of 343.57 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 300.00 feet,

Southwesterly along said curve, for an arc length of 92.45 feet to a ½" iron rod set at the end of this curve, the chord bears S 56° 40' 48" W 92.08 feet,

S 47° 51' 06" W for a distance of 319.08 feet to a ½" iron rod set at the beginning of a curve, concave to the northwest, having a radius of 500.00 feet,

Westerly along said curve, for an arc length of 466.18 feet to a ½" iron rod set at the end of this curve, the chord bears S 74° 33' 43" W - 449.48 feet, said ½" iron rod set being at the beginning of a reverse curve, concave to the south, having a radius of 400.00 feet,

Westerly along said curve, for an arc length of 234.84 feet to a ½" iron rod set at the end of this curve, the chord bears S 84° 27' 11" W - 231.48 feet,

S 67° 38' 03" W for a distance of 264.25 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 1000.00 feet,

Southwesterly along said curve, for an arc length of 170.13 feet to a ½" iron rod set at the end of this curve, the chord bears S 62° 45' 37" W - 169.92 feet,

S 57° 53' 11" W for a distance of 385.03 feet to a ½" iron rod set at the beginning of a curve, concave to the north, having a radius of 500.00 feet,

Westerly along said curve, for an arc length of 527.58 feet to a ½" iron rod set at the northwest line of the 237.26 acre tract, same being the southeast line of the beforementioned Fawn Lake Drive, the chord bears S 88° 06' 52" W - 503.44 feet and a ½" iron rod found marking the south corner of Fawn Lake Drive bears S 45° 00' 00" W - 13.34 feet;

THENCE N 45° 00' 00" E along the northwest line of the beforementioned 237.26 acre tract, same being the southeast line of Fawn Lake Drive, for a distance of 36.66 feet to the **PLACE OF BEGINNING**, encompassing 4.91 acres of land, more or less.

EXHIBIT "C"

(Description of Utility Easement follows this cover page)

Field notes of a 20-foot-wide BTU and Wickson Water easement - 2.77 acres, lying and being situated in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of the called 237.26 acre tract described in the deed from Ben T. Mahoney to Alton E. Ofczarzak, II, as recorded in Volume 8901, Page 113, of the Official Records of Brazos County, Texas, and said easement being 20 feet wide, adjoining and lying outside of, exterior to and surrounding the following described 70' wide access easement:

COMMENCING at the intersection of the centerline of Fawn Lake Drive (100' wide right-of-way) with the easterly northwest line of the beforementioned 237.26 acre tract, same being in the southeast line of the Replat of the Replat of Fawn Lakes Estates according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, and same being at the southeast end of said Fawn Lake Drive;

THENCE N 45° 00' 00" E along the common line between the beforementioned 237.26 acre tract and the beforementioned Fawn Lakes Estates (Replat - 2929/45), for a distance of 36.95 feet to a ½" iron rod set at the **PLACE OF BEGINNING** of this description, at the western end of a curve, concave to the north, having a radius of 430.00 feet, from which a ½" iron rod found at the east corner of Fawn Lake Drive bears N 45° 00' 00" E - 13.05 feet, and a 1" iron rod found in the northwest line of said 237.26 acre tract near Wickson Creek bears N 45° 00' 00" E - 3029.02 feet;

THENCE through the interior of the beforementioned 237.26 acre tract, as follows:

Easterly along said curve, for an arc length of 432.61 feet to a ½" iron rod set at the end of this curve, the chord bears N 86° 42' 29" E - 414.59 feet,
N 57° 53' 11" E for a distance of 385.03 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 1070.00 feet,
Northeasterly along said curve, for an arc length of 182.04 feet, to a ½" iron rod set at the end of this curve, the chord bears N 62° 45' 37" E - 181.82 feet,
N 67° 38' 03" E for a distance of 264.25 feet to a ½" iron rod set at the beginning of a curve, concave to the south, having a radius of 470.00 feet,
Easterly along said curve, for an arc length of 275.93 feet to a ½" iron rod set at the end of this curve, the chord bears N 84° 27' 11" E - 271.99 feet, said ½" iron rod set being the beginning of a curve, concave to the north, having a radius of 430.00 feet,
Easterly along said curve, for an arc length of 400.91 feet to a ½" iron rod set at the end of this curve, the chord bears N 74° 33' 43" E - 386.55 feet,
N 47° 51' 06" E for a distance of 319.08 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 370.00 feet,
Northeasterly along said curve, for an arc length of 114.02 feet to a ½" iron rod set at the end of this curve, the chord bears N 56° 40' 48" E - 113.57 feet,
N 65° 30' 30" E for a distance of 441.55 feet to a ½" iron rod set at the beginning of an offset cul-de-sac curve, concave to the southeast, having a radius of 75.00 feet, (said radius point bears S 24° 29' 30" E - 75.00 feet),
Easterly, southerly and westerly around said offset cul-de-sac curve, for an arc length of 338.33 feet to a ½" iron rod set at the end of this curve, the chord bears S 14° 44' 24" W -

116.19 feet, same being the beginning of a transition curve, concave to the southwest, having a radius of 25.00 feet,
Westerly along said transition curve, for an arc length of 34.24 feet to a ½" iron rod set at the end of this curve, the chord bears N 75° 15' 37" W - 31.62 feet,
S 65° 30' 30" W for a distance of 343.57 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 300.00 feet,
Southwesterly along said curve, for an arc length of 92.45 feet to a ½" iron rod set at the end of this curve, the chord bears S 56° 40' 48" W 92.08 feet,
S 47° 51' 06" W for a distance of 319.08 feet to a ½" iron rod set at the beginning of a curve, concave to the northwest, having a radius of 500.00 feet,
Westerly along said curve, for an arc length of 466.18 feet to a ½" iron rod set at the end of this curve, the chord bears S 74° 33' 43" W - 449.48 feet, said ½" iron rod set being at the beginning of a reverse curve, concave to the south, having a radius of 400.00 feet,
Westerly along said curve, for an arc length of 234.84 feet to a ½" iron rod set at the end of this curve, the chord bears S 84° 27' 11" W - 231.48 feet,
S 67° 38' 03" W for a distance of 264.25 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 1000.00 feet,
Southwesterly along said curve, for an arc length of 170.13 feet to a ½" iron rod set at the end of this curve, the chord bears S 62° 45' 37" W - 169.92 feet,
S 57° 53' 11" W for a distance of 385.03 feet to a ½" iron rod set at the beginning of a curve, concave to the north, having a radius of 500.00 feet,
Westerly along said curve, for an arc length of 527.58 feet to a ½" iron rod set at the northwest line of the 237.26 acre tract, same being the southeast line of the beforementioned Fawn Lake Drive, the chord bears S 88° 06' 52" W - 503.44 feet and a ½" iron rod found marking the south corner of Fawn Lake Drive bears S 45° 00' 00" W - 13.34 feet. Said easement terminates in the northwest line of said 237.26 acre tract and adjoins the above described line and lies north, east, and south of same and encompasses an area of 2.77 acres, more or less.

EXHIBIT "D"

(Description of Drainage Easement follows this cover page)

EXHIBIT "D"

Field notes of a 16' wide strip or parcel of land, lying and being situated in the J. F. Martin Survey, Abstract No. 34, Brazos County, Texas, and being part of the called 237.26 acre tract described in the deed from Ben T. Mahoney to Alton E. Ofczarzak, II, as recorded in Volume 8901, Page 113, of the Official Records of Brazos County, Texas, and the centerline of the 16' wide strip being more particularly described as follows:

COMMENCING at the intersection of the centerline of Fawn Lake Drive (100' wide right-of-way) with the easterly northwest line of the beforementioned 237.26 acre tract, same being in the southeast line of the Replat of the Replat of Fawn Lakes Estates according to the plat recorded in Volume 2929, Page 45, of the Official Records of Brazos County, Texas, and same being at the southeast end of said Fawn Lake Drive and at the southwest end of a proposed 70' wide private access easement which provides access from the end of said Fawn Lake Drive into the interior of the 237.26 acre tract;

THENCE N 45° 00' 00" E along the common line between the beforementioned 237.26 acre tract and the beforementioned Fawn Lakes Estates (Replat - 2929/45), and the Forest - called 75.27 acre tract described in Volume 8021, Page 88, of the Official Records of Brazos County, Texas, at a distance of 50.00 feet, pass a 1/2" Iron rod found at the east corner of Fawn Lake Drive, continue on, adjacent to a fence, for a total distance of 2405.26 feet to a 1/2" Iron rod set;

THENCE S 33° 49' 52" E along the common line between the proposed Tract 3 - 10.96 acres and Tract 4 - 10.63 acres, for a distance of 977.54 feet to a 1/2" Iron rod set in the northwest line of a proposed 70' wide private access easement - 4.91 acres (the extension of Fawn Lake Drive) for the **PLACE OF BEGINNING** of this description;

THENCE N 16° 43' 00" W for a distance of 300.00 feet to a 60d nail set at the end of this centerline description.

