

ASSIGNMENT OF GRANT AGREEMENT

This ASSIGNMENT OF GRANT AGREEMENT ("Consent") is made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation organized under the laws of the State of Texas, (the "City"), QUORUM EQUITIES GROUP L.L.C., a Texas limited liability company ("Developer"), as Developer, and CORINTH - S.H. 6 and Greens Prairie, L.P., a Texas limited partnership ("Assignee"), as assignee.

WITNESSETH:

WHEREAS, Developer desires to transfer and assign to Assignee all of Developer's right, title, duties, and interest in and to that certain Grant Agreement Between the City of College Station and Quorum Equities Group, L.L.C. (the "Agreement"), dated October 27, 2004, made and entered into by and between the City and Developer, a copy of which is attached hereto as Exhibit "A".

WHEREAS, Developer has previously assigned its rights to purchase a portion of the Property to two Texas limited partnerships formed by Developer which have the same principals for the purpose of developing the Project in accordance with the Agreement, which assignments are appended hereto as Exhibit "B" and Exhibit "C".

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Developer, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the acquisition of the real property and a fee interest in any and all improvements located thereon by Assignee.

1. Developer does hereby sell, assign, convey, transfer, set-over, and deliver unto Assignee, its successors and assigns, all of Developer's rights, title, duties, obligations and interest in and to the Agreement.

2. Assignee does hereby unconditionally agree to assume all of Developer's rights, title, duties, obligations and interest in and to the Agreement.

3. The City hereby acknowledges, consents and agrees to the transfer and assignment to Assignee of all of Developer's rights, title, duties, obligations and interest in and to the Agreement.

4. The City's approval of this Consent is expressly conditioned on: (1) the recording of deed restrictions on all lots of the property described in the Agreement (hereinafter referred to as the "Property"), requiring that development of the improvements to be constructed on the Property is in accordance with the requirements of the Agreement; and (2) this Consent will not be deemed a consent to any subsequent assignment.

5. The Effective Date is the latter date on which all of the above referenced parties have executed this Consent.

Rx Date/Time JAN-30-2006 (MON) 15:38
Jan 30 06 03:48p JeffJ

972 380 0454
972-380-0454

P. 088
P. 3

DEVELOPER:

QUORUM EQUITIES GROUP, LLC,
a Texas limited liability company

By: gm gm
Jeff Johnston, President

Dated: 1/30/06

CORINTH-S.H. 6 AND GREEN PRAIRIE, L.P.,
a Texas limited partnership

By: Corinth General, LLC, a Texas limited
liability company, its general Partner

By: Frank Mihailopoulos
Frank Mihailopoulos, Manager

Accepted and agreed to by:

CITY:

CITY OF COLLEGE STATION, TEXAS,
a Texas home-rule municipal corporation

By:
Name: _____
Ron Silva, Mayor

Dated: _____

ATTEST:

Connie Rooks, City Secretary

Dated: _____

Re Date/Time JAN-30-2006 (KDM) 15:38
Jan 30 06 03:48p JeffJ

972 380 0454
972-380-0454

P. 004
P. 4

APPROVED:

Glenn Brown, Interim City Manager

Dated: _____

Jeff Kersten,
Director of Finance and Strategic Planning

Dated: _____

Carla A. Robinson

City Attorney

Dated: _____

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Before me, the undersigned authority, on this day personally appeared Ron Silva, Mayor of the CITY OF COLLEGE STATION, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

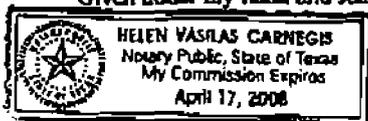
Given under my hand and seal of office on this ___ day of _____, 2006.

Notary Public in and for said State
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Frank Mihalopoulos, Manager of CORINTH-S.H.G AND GREEN PRAIRIE, L.P., a Texas limited liability partnership, known to me to be the person whose name is subscribed to the foregoing instrument who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30th day of January, 2006.



Helen Vasilas Carnegis
Notary Public in and for said State
My Commission Expires: 4/17/2008

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Jeff Johnston, President of QUORUM EQUITIES GROUP L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of Jan, 2006.



Kristen Mitchell
Notary Public in and for said State
My Commission Expires: _____

EXHIBIT "A"

**GRANT AGREEMENT BETWEEN THE
CITY OF COLLEGE STATION AND QUORUM EQUITIES GROUP, L.L.C.**

This Grant Agreement (this "Agreement") is entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as "CITY"), and QUORUM EQUITIES GROUP L.L.C., a Texas limited liability company, or its affiliate (hereinafter referred to as "DEVELOPER").

WHEREAS, CITY is authorized and empowered under applicable Texas law to aid in the development of commercial enterprises within the geographic boundaries of the CITY by offering economic and other incentives to prospective new, developing, and expanding businesses; and

WHEREAS, CITY actively seeks economic development prospects in College Station through its establishment of an Economic Development Office in College Station and participation in and establishment of other nonprofit economic development corporations; and

WHEREAS, DEVELOPER is developing property located within College Station for use as a retail commercial site; and

WHEREAS, CITY provides incentives for use in attracting new retail businesses and expanding existing retail businesses to and within the CITY that are qualified economic development prospects; and

WHEREAS, DEVELOPER is developing a large retail site within the College Station City limits; and

WHEREAS, CITY considers DEVELOPER to be a qualified economic development prospect that will add capital investment, generate sales tax, and create new jobs in the community;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, CITY and DEVELOPER (collectively, the "Parties") represent and agree as follows:

1. Definitions

For the purposes of this Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning.

1.1 **Approved Plans** means the site plans, specifications and architectural façade and elevation design upgrades which are described herein and which are approved by the CITY as

meeting the requirements of this Economic Development Grant Agreement. Such plans shall meet the City of College Station Codes and Ordinances and any other applicable laws; such plans to be submitted to, reviewed and approved by the City of College Station Planning Department and Economic Development Department.

1.2 Certificate of Completion/Compliance. As defined in Section 1702 of the INTERNATIONAL BUILDING CODE, 2000 edition, as adopted and amended by the City Council of the City of College Station. A certificate stating that work was done in compliance with approved construction documents/Approved Plans.

1.3 Design Review Board or DRB: A board established by the City of College Station for the purpose of enhancing the CITY's ability to review building and site design issues, including architectural issues.

1.4 Effective Date This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed.

1.5 Economic Incentives: Consist of the following:

1.5.1 Economic Development Grant:

- (a) a one-time \$10,000.00 grant to DEVELOPER as a subsidy for Site Plan, elevation improvements and upgrades as specified herein.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed in accordance with the Approved Plans, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the DEVELOPER, Certificates of Occupancy and Completion have been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.7 Property: 50.548 acres more fully described in the legal description attached hereto as Exhibit "A", incorporated herein by reference.

1.8 Project: The improvements on the Property and the building improvements to be constructed and owned by DEVELOPER, its assignees, successors-in-interest or any subsequent purchaser or lessee of all or any portion of the Property. The Project is currently under development as a retail commercial site for sale or lease to prospective retail businesses. The Project and the improvements are shown in the plans and specifications attached as Exhibit "C" (façade elevations), and Exhibit "B" (site plan). The capital investment for the premises is described in Section 3 hereinbelow.

2. CITY's Incentives, Obligations and Representations

2.1. Grant

2.1.1 CITY agrees to fund an economic development grant to subsidize DEVELOPER's architectural façade and elevation design upgrade for the Project as authorized by CHAPTER 380 of the TEXAS LOCAL GOVERNMENT CODE (VERNON 1999 and VERNON SUPP. 2004-2005).

2.1.2 The grant funds will be paid to DEVELOPER on condition that and only after the requirements established in this Section and Sections 3 and 4 hereinbelow as well as any other requirements specified in this Agreement or in any applicable City of College Station Code of Ordinances (collectively, the "Requirements") have been fulfilled by DEVELOPER and DEVELOPER:

- (a) meets or exceeds the capital investment requirements as provided in Section 3 herein; and
- (b) receives a Certificate of Completion for the Project; and
- (c) constructs the Project substantially in accordance with the Approved Plans; and
- (d) completes the entire Project by December 31, 2011.

2.1.3 The grant funds will be paid within twenty (20) business days after a Certificate of Completion is issued for the Project

3. DEVELOPER Obligations and Representations

3.1 In consideration for the grant funds, DEVELOPER agrees to exercise commercially reasonable efforts to:

3.1.1 Construct the Project in conformance with the attached Exhibits "B" and "C" (Site Plan and façade elevations respectively) in all material respects. CITY understands and agrees that final construction and architectural design of the Project will be subject to the final tenant mix requirements provided, however, that DEVELOPER has agreed and shall not construct any alternate elevation, or use any alternate building materials, color scheme(s), or site plan(s) for the Retail Facility without approval from the DRB. De minimus or other immaterial changes, not subject to City codes and/or ordinances, shall not require DRB approval. In no way shall any alternate design be diminished in quality of building material or vary from the architectural design standards, nor shall the amenities depicted in the Site Plan be eliminated, diminished in quality, reduced in number or size in any material manner. DEVELOPER will require its assignees-in-interest, successors-in-interest, tenants, lessees or sublessees of all or any part of the Property or Project to substantially comply with the Approved Plans, elevations, building materials, color palette, and deed restrictions and any other requirements set forth herein or in any other applicable code, ordinance, or law. It is not the intent of this Agreement to prevent the DEVELOPER or its tenants from utilizing any

particular style of architecture; rather, DEVELOPER and CITY intend that all improvements to the Project comply with (i) CITY code, (ii) the Approved Plans, and (iii) the color palette and materials requirements established by the Approved Plans and this Agreement.

3.1.2 Develop and file in the Official Records of Brazos County deed restrictions on all lots on the Property that include a covenant(s) requiring any development of or on the Property to be constructed in accordance with the requirements in this Agreement.

3.1.3 Prior to CITY issuing a building permit for the Retail Facility:

- (a) DEVELOPER shall provide City's Economic Development Director with a file-stamped copy of the deed restrictions that have been filed in the Official Records of Brazos County; and
- (b) DEVELOPER shall submit any site plan(s), and plans and specifications for review and approval to the Development Services Department and Economic Development Director for review and approval, in accordance with applicable City Code and the requirements of this Agreement.

3.2 Capital Investment

3.2.1 DEVELOPER agrees to locate its Project on the Property and construct all site improvements in conformity with the Approved Site Plan as depicted in Exhibit "B".

3.2.2 DEVELOPER agrees to utilize commercially reasonable efforts to construct a Project with a total minimum capital investment of Ten Million Dollars (\$10,000,000), and as depicted in Exhibits "B" and "C". Notwithstanding the foregoing, the DEVELOPER and the CITY understand and agree that the DEVELOPER's ability to develop the project on the Property in the scope described herein depends, to a large extent, upon regional and national economic circumstances. In the event the DEVELOPER exercises commercially reasonable efforts to develop the Project in accordance with the terms hereof and fails to do so through circumstances outside of DEVELOPER's control, DEVELOPER shall not be deemed to be in default hereunder.

4. **No Vesting.** The Project shall meet or exceed all applicable codes, laws, and regulations that exist at the time of development (i.e., at the time that building permits are pulled for a particular phase of development of the Project) as well as those contained in Exhibit "D" (Non-Residential Standards Ordinance). If the regulations in effect at the time of development are more stringent than the standards contained herein with respect to new development applications submitted hereunder after the date hereof, then the more stringent regulations shall apply. DEVELOPER agrees and understands that this Agreement does not vest any rights pursuant to CHAPTER 245 of the TEXAS LOCAL GOVERNMENT CODE (VERNON 1999 and VERNON SUPPLEMENT 2004-2005). Nothing herein shall be construed as causing the DEVELOPER to

undertake a retrofit of the Project to upgrade, modify, or increase the standard of development which was previously approved by the CITY by virtue of the terms of this Agreement

5. Reporting Requirements

5.1. Reports

5.1.1 DEVELOPER shall submit to the CITY any and all reasonable information or reports requested to verify that the DEVELOPER has met all obligations as specified in Sections 2 and 3. Capital investment and square footage requirements as set forth in Section 3 shall be certified by the appropriate officer, manager or official of the DEVELOPER who is authorized to act on behalf of the entity. Nothing contained in this provision shall require the DEVELOPER to submit to the CITY any information which the DEVELOPER reasonably deems to be confidential, is subject to the attorney-client privilege or otherwise prohibited from being disclosed by DEVELOPER's lender or partners.

5.1.2 DEVELOPER shall submit the information and/or reports required herein, including capital investment and square footage, within forty-five (45) days of completion of the Project. If DEVELOPER fails to submit the information and/or reports, then DEVELOPER shall be ineligible to receive the grant funds and CITY's obligation to grant the incentives shall terminate without any liability.

5.1.3 All submittals in this Section shall be to the Director of Economic Development or her designee.

6. Term

The term of this Agreement is from the date of execution of this Agreement through December 31, 2012. After the expiration of the term of this Agreement, neither the DEVELOPER nor the Property shall be further encumbered by the provisions of this Agreement.

7. Compliance with Applicable Laws

DEVELOPER will remain in compliance with all applicable laws, rules and regulations including without limitation, all applicable environmental laws, rules and regulations during the term of this Agreement.

8. Default

8.1 DEVELOPER Default

8.1.1 CITY shall give to DEVELOPER notice of any default. DEVELOPER shall have the right, but not the obligation, to cure the default within thirty (30) days of receiving written notice from CITY, or such longer period of time as is reasonably required for the DEVELOPER to effect such cure, provided that the DEVELOPER is diligently and continuously attempting to cure such default.

8.1.2 If DEVELOPER defaults in any term or condition of this Agreement, then CITY shall not be obligated to approve disbursement of the grant funds. If the funds have been paid to DEVELOPER at the time of the default, then DEVELOPER shall repay the grant within ten (10) days after the expiration of any notice and cure period.

8.1.3 In the event DEVELOPER defaults, then CITY shall have available to it all remedies at law and equity including specific performance of the implementation of the development standards with respect to design criteria of the Project described herein; however, in no event shall this provision be construed as the right of the CITY to enforce the remedy of specific performance against DEVELOPER with respect to the provisions relating to Section 3.2 hereof. However the City retains all its rights to act on behalf of the common good to protect life and safety.

9. Indemnity

DEVELOPER agrees to and shall indemnify and hold harmless and defend CITY, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, for damage to any property, or its failure to abide by all applicable laws, rules and regulations arising out of or in connection with DEVELOPER's Project and under this Agreement.

10. Release, Immunity and Consent to Suit

10.1 DEVELOPER releases, relinquishes and discharges the CITY, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to property (whether property of either of the parties hereto, their employees, or of third parties) or their respective failure to abide by all applicable laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with DEVELOPER's Project and under this Agreement.

10.2 By entering into this Agreement, the City does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

11. Assignment

11.1 During the term of this Agreement, DEVELOPER may not assign the Agreement without prior written approval by the CITY, except to DEVELOPER's affiliated development partnership as set forth below. Assignment for the purposes of this Agreement means any change in ownership in whole or in part. This Agreement shall be binding on DEVELOPER's assignees, and successors-in-interest; provided, however, DEVELOPER shall have the right, without consent of the CITY but upon thirty (30) days prior written notice, to assign its rights and obligations hereunder to a new Texas limited partnership to be formed by DEVELOPER

which has the same principals for the purpose of developing the Project in accordance with this Agreement, or a third party, so long as the Assignee has a demonstrated net worth equal to or greater than that of the Assignor as of the date of execution of this Agreement. DEVELOPER agrees that it will enforce (or will cause to be enforced) said deed restrictions for the term of this Agreement. Notwithstanding the foregoing, DEVELOPER shall not sell all or a portion of the Project, or assign this Agreement, until such time as deed restrictions are recorded against the Project effecting the design provisions of this Agreement.

11.2 This Agreement is binding on DEVELOPER's successors in interest, lessees or sublessees, and assigns and any assignee, lessee, sublessee or successor-in-interest must unconditionally agree in writing to assume all rights and obligations under this Agreement. No consent given by CITY to any transfer or assignment of DEVELOPER's rights or obligations hereunder shall be construed as consent to any other transfer or assignment.

12. Invalidity

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

13. Written Notice

All notices required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To DEVELOPER: Quorum Equities Group, L.L.C.
17400 Dallas Parkway, Suite 216
Dallas, Texas 75287
Attn: Jeff Johnston, President

with a copy to: Kane, Russell, Coleman & Logan, P.C.
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
Attn: Raymond J. Kané

To CITY: City of College Station
P.O. Box 9960
College Station, Texas 77842
Attn: City Manager

with a copy to:

City Attorney
1101 Texas Avenue
College Station, TX 77842

14. Entire Agreement

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

15. Amendment

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of CITY and DEVELOPER.

16. Texas Law

This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Brazos County, Texas.

17. Place of Performance

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

18. Authority to Contract

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations

19. Waiver

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

20. Representation

DEVELOPER represents and warrants that no member of the College Station City Council has an interest in the Property, and that the same are not owned or leased by any member of the College Station City Council. DEVELOPER further represents and warrants that no member of the College Station City Council is under contract either directly or indirectly with DEVELOPER, or its respective agents, contractors or subcontractors, assignees, or successors-in-interest. This representation and warranty shall be in effect for the full term of this Agreement.

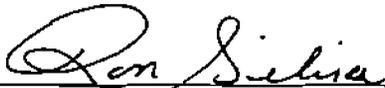
21. Construction

The parties acknowledge that each party and its counsel have reviewed and revised this 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 Contract or any amendments or exhibits hereto.

QUORUM EQUITIES GROUP, L.L.C.,
or assigns

CITY OF COLLEGE STATION, TEXAS

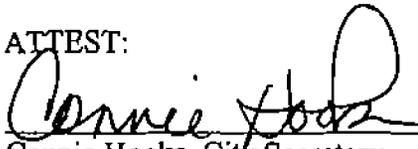
BY: 
Jeff Johnston, President

BY: 
Ron Silva, Mayor

Date: 10-27-04

Date: 10-26-04

ATTEST:


Connie Hooks, City Secretary
Date: 10-26-04

APPROVED:


Jeff Kerster, Finance & Strategic
Planning Director
Date: 10-26-04

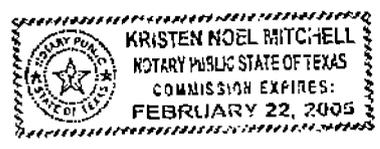

City Attorney
Date: 10-26-04

THE STATE OF TEXAS §
COUNTY OF Dallas §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Jeff Johnston, President of QUORUM EQUITIES GROUP, L.L.C., a Texas limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 27 of October, 2004.



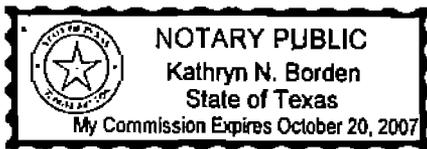
Kristen N. Mitchell
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Ron Silvia, Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 20 of October, 2004.



Kathryn N. Borden
Notary Public in and for the State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

All that certain lot, tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 84, College Station, Brazos County, Texas and being a part of that called 111.6 acre tract as described in deed from Francis Emma Williams et al to J.E. Marsh of record in Volume 104, Page 55, Deed Records of Brazos County, Texas (B.C.D.R.), said 111.6 acre tract also being described in the following deeds: 1) An undivided interest in 8 acres in deed from Grace Harlan Marsh to Louise Marsh Reeves of record in Volume 414, Page 453; 2) An undivided interest in 8 acres in deed from Grace Harlan Marsh to Louise Marsh Reeves of record in Volume 470, Page 398; 3) Being 85 acres out of the 111.6 acre tract in deed from Grace H. Marsh to Louise M. Reeves, Trustee (Marsh-Reeves Trust) of record in Volume 509, Page 188; all being Deed/Official Records of Brazos County, Texas, said 8.418 acre tract being more particularly described by metes and bounds as follows:

BEGINNING: at a 1/2-inch iron rod with cap set in the northeast right-of-way line of State Highway No. 6 for the most southerly corner, said corner being the most westerly corner of Lot 1, Block 1, ALAM ADDITION as described in Volume 4261, Page 181, Official Records of Brazos County, Texas (O.R.B.C.);

THENCE: N 49° 28' 00" W along the northeast right-of-way line of said State Highway No. 6 (width varies) for a distance of 224.57 feet to a found 1/2-inch iron rod for angle point, from whence a concrete R.O.W. Marker bears N 58° 21' 51" W at a distance of 0.61 feet for reference;

THENCE: N 56° 48' 38" W continuing along said northeast right-of-way line for a distance of 491.53 feet to a 1/2-inch iron rod with cap set for the most westerly corner, said corner being the most westerly south corner of a hereafter 44.13 acre tract;

THENCE: N 41° 24' 36" E along a southeast line of said 44.13 acre tract for a distance of 276.53 feet to a 1/2-inch iron rod with cap set for the most westerly north corner, said corner being an interior corner of said 44.13 acre tract;

THENCE: S 57° 06' 39" E along a southwest line of said 44.13 acre tract for a distance of 235.30 feet to a 1/2-inch iron rod with cap set for an angle point;

THENCE: S 48° 38' 24" E continuing along a southwest line of said 44.13 acre tract for a distance of 317.30 feet to a 1/2-inch iron rod with cap set for an interior corner, said corner being an exterior corner of said 44.13 acre tract;

THENCE: N 41° 24' 36" E along a southeast line of said 44.13 acre tract, for a distance of 250.93 feet to a 1/2-inch iron rod with cap set for the most easterly north corner, said corner being an interior corner of said 44.13 acre tract;

THENCE: S 48° 35' 24" E along a southwest line of said 44.13 acre tract for a distance of 447.74 feet to a 1/2-inch iron rod with cap set in the northwest right-of-way line of Greens Prairie Road (based on a 130' width as described by plat recorded in Volume 495, Page 453 [B.C.D.R.]) for the most easterly corner of this tract;

THENCE: S 43° 03' 27" W along the northwest right-of-way line of said Greens Prairie Road for a distance of 187.07 feet to a 1/2-inch rod with cap set for the most easterly south corner, said corner being the most easterly corner of said Lot 1, Block 1, ALAM ADDITION;

THENCE: N 49° 09' 07" W along the northeast line of said Lot 1, Block 1, ALAM ADDITION for a distance of 271.86 feet to an "X" mark chiseled on an existing Manhole for an interior corner, said corner being the most northerly corner of said Lot 1, Block 1, ALAM ADDITION;

THENCE: S 43° 12' 48" W along the northwest line of said Lot 1, Block 1, ALAM ADDITION, for a distance of 299.58 feet to the POINT OF BEGINNING and containing 8.418 acres (279,575 square feet) of land, more or less according to a survey performed in August, 2004, under the supervision of Michael R. McClure, Registered Professional Land Surveyor No. 2858.

FIELD NOTES
44.13 ACRES

All that certain lot, tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, College Station, Brazos County, Texas and being a part of that called 111.6 acre tract as described in deed from Francis Emma Williams et al to J.E. Marsh of record in Volume 104, Page 55, Deed Records of Brazos County, Texas (B.C.D.R.), said 111.6 acre tract also being described in the following deeds: 1) An undivided interest in 5 acres in deed from Grace Harlan Marsh to Louise Marsh Reeves of record in Volume 414, Page 453; 2) An undivided interest in 5 acres in deed from Grace Harlan Marsh to Louise Marsh Reeves of record in Volume 470, Page 398; 3) Being 65 acres out of the 111.6 acre tract in deed from Grace H. Marsh to Louise M. Reeves, Trustee (Marsh-Reeves Trust) of record in Volume 509, Page 158; all being Deed/Official Records of Brazos County, Texas, said 44.13 acre tract being more particularly described by metes and bounds as follows:

BEGINNING: at a 1/2-inch iron rod with cap set in the northwest right-of-way line of Greens Prairie Road for the most easterly corner of this tract (based on a 130' width as described by plat recorded in Volume 495, Page 453 (B.C.D.R.)),

THENCE: S 43° 03' 27" W (called S 44° 45' W) along the northwest right-of-way line of said Greens Prairie Road for a distance of 613.87 feet to a 1/2-inch iron rod with cap set for the most easterly south corner, said corner being the most easterly corner of a hereafter Called 6.418 acre tract, the east corner of Lot 1, Block 1, ALAM ADDITION of record in Volume 4218, Page 181, Official Records of Brazos County, Texas (O.R.B.C.) bears S 43° 03' 27" W at a distance of 187.07 feet;

THENCE: N 48° 35' 24" W along the northeast line of said 6.418 acre tract for a distance of 447.74 feet to a 1/2-inch iron rod with cap set for an interior corner, said corner being an exterior corner of said 6.418 acre tract;

THENCE: S 41° 24' 36" W along a northwest line of said 6.418 acre tract for a distance of 250.93 feet to a 1/2-inch iron rod with cap set for an exterior corner, said corner being an interior corner of said 6.418 acre tract;

THENCE: N 48° 35' 24" W along the northeast line of said 6.418 acre tract for a distance of 317.30 feet to a 1/2-inch iron rod with cap set for an angle point, said corner being an angle point in said 6.418 acre tract;

THENCE: N 57° 06' 39" W continuing along the northeast line of said 6.418 acre tract for a distance of 235.30 feet to a 1/2-inch iron rod with cap set for an interior corner, said corner being the most northerly corner of said 6.418 acre tract;

THENCE: S 41° 24' 36" W along the most westerly northwest line of said 6.418 acre tract for a distance of 276.53 feet to a 1/2-inch iron rod with cap set in the northeast right-of-way line of State Highway No. 6 (width varies) for the most westerly south corner;

THENCE: N 56° 46' 36" W along the northeast right-of-way line of said State Highway No. 6 for a distance of 718.44 feet to a found 1/2-inch iron rod with cap (Moyo) for an angle point, from whence a found concrete R.O.W. Marker bears N 49° 32' 48" W at a distance of 2.02 feet for reference;

THENCE: N 49° 25' 00" W continuing along the northeast right-of-way line of said State Highway 6 for a distance of 381.99 feet to a found 5/8-inch iron rod with cap found for the most westerly corner, said corner being the most southerly corner of the City of College Station Called 8.4 acre tract as described in Volume 5058, Page 43 (O.R.B.C.);

THENCE: N 53° 00' 00" E along the southeast line of the Called 8.4 acre tract for a distance of 1304.90 feet to a 5/8-inch iron rod with cap found in the northeast line of said Called 111.6 acre tract for the most northerly corner, said corner being the most easterly corner of said Called 8.4 acre tract;

THENCE: S 48° 45' 08" E (called S 45° 15' E) along the northeast line of the Called 111.6 acre tract for a distance of 1826.30 feet to the POINT OF BEGINNING and containing 44.13 acres (1,922,288 square feet) of land, more or less, according to a survey performed in August, 2004, under the supervision of Michael R. McClure, Registered Professional Land Surveyor No. 2859.

EXHIBIT "B"

SITE PLAN

EXHIBIT "C"
ELEVATIONS, FAÇADE, AND BUILDING MATERIALS

EXHIBIT "D"

NON-RESIDENTIAL STANDARDS ORDINANCE

EXHIBIT "D"

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Sections 2.2.D.3.d, "Powers and Duties of the Planning & Zoning Commission", and 2.4.D, "Design Review Board", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting Section 2.2.D.3.d and adding to Section 2.4.D., "Powers and Duties", 7. Non-Residential Architectural Standards to read as follows:

"7. Non-Residential Architectural Standards

The Design Review Board shall consider and approve or deny variance requests as related to Section 7.9 of this Unified Development Ordinance regarding architectural relief, building materials, building colors, screening, and or façade and roof articulation as allowed in Section 7.9. City Council shall adopt the initial color palette and the DRB shall have the authority to amend the color palette related to Section 7.9 of this UDO."

That Chapter 12, "Unified Development Ordinance," Section 7.9 "Non-Residential Architectural Standards" of the Code of Ordinances of the City of College Station, Texas, is hereby repealed and replaced as follows:

7.9 Non-Residential Architectural Standards

A. Applicability

The design standards of this Section shall apply to non-residential buildings located in any zoning district with the exception of the M-1, M-2, R&D, NG-1, NG-2, and NG-3 districts. All buildings shall be subject to the following standards. This applies to single tenant buildings, multiple tenant buildings, and any grouping of attached or stand alone buildings and associated out parcels.

Exemptions:

1. Churches

B. Required Screening

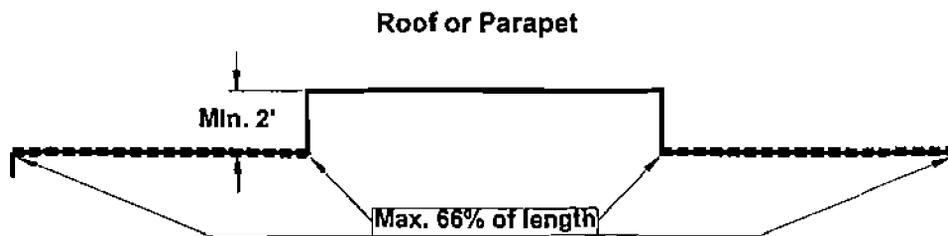
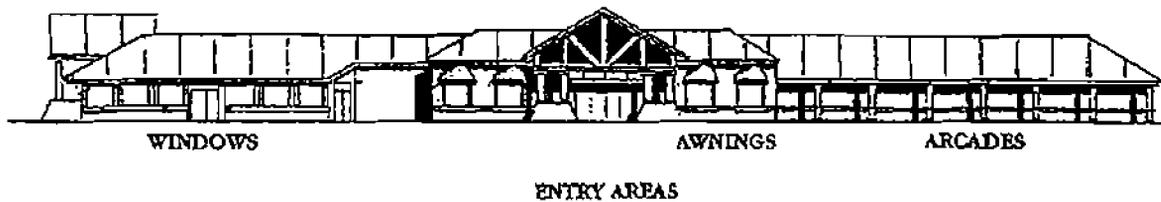
All mechanical equipment shall be screened from view or isolated so as not to be visible from any public right-of-way or residential district within 150 feet of the perimeter boundary of the subject lot or tract, measured from a point five (5') feet above grade. Such screening shall be coordinated with the building architecture, materials, colors and scale to maintain a unified appearance. Acceptable methods of screening are: encasement, parapet walls, partition screens, brick/stone/masonry walls or fences.

Detention ponds shall be screened using berms, shrubs, brick/stone/masonry walls or a combination of these to achieve a 3-foot high screen above the visible perimeter of the pond's finished grade.

No screening is required for retention ponds designed to also serve as year round water features.

C. Building Mass and Design

The geometric plane of the front or main building(s) façade on the first two (2) stories shall use architectural relief every forty-five (45') feet to provide visual interest by incorporating a minimum of two (2) design elements from the following options: canopies, wall plane projections or recessions with a minimum of four (4') depth, vertical expression of structural bays, pilasters, columns, bay windows, balconies that extend from the building, recessed entries, stoops, porches, arcades, boxed or bay windows, permanent decorative awnings, and or windows accompanied by overhangs. Along all other façades visible from a right-of-way, there shall be some architectural relief or wall recession or projection every sixty (60') feet as described herein.



As represented above, on buildings three (3) stories or less, the horizontal line of a flat roof (or parapet) along the front or main building(s) façade shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66%) percent of the roofline is on the same elevation.

D. Building Materials

All buildings developed as a building plot shall have materials and colors that are similar and complement each other architecturally. This applies to all out-parcel buildings, regardless of their use. All exterior facades of an out-parcel building will be considered primary facades. All buildings shall employ architectural, site, and landscaping design elements that are integrated with and common to those used on the main/primary buildings or structures on site. These common design elements shall include building materials associated with

the main/primary structure. In the event that an out-parcel or non-primary building(s) is developed before the primary building(s), then all other buildings, with the exception of stand alone restaurants, shall have materials and colors that are similar and complement each other architecturally to the building constructed first.

1. When determining area herein, windows and doors are included.

The following applies only to the first two (2) stories of all buildings. All building façades that are visible from a right-of-way shall consist of a minimum of one or more of the following building materials:

- a. fired brick
- b. natural stone
- c. marble
- d. granite
- e. tile
- f. Any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) or covered with brick, stone, marble, granite or tile or material fabricated to simulate brick, stone, marble or granite.

All other materials are prohibited unless authorized herein or by the Design Review Board (DRB).

2. Stucco, EIFS (Exterior Insulation and Finish Systems), hardboard, concrete products as described above, reflective glass, certain metal products described in this section below, and cedar siding are allowed on visible unscreened façades subject to the following limitations.
 - a. Stucco, EIFS, concrete products as described above, hard board, or any material equivalent in appearance and quality as determined by the DRB, shall not cover more than seventy-five percent (75%) of the overall façade.
 - b. Wood or cedar siding shall not cover more than thirty percent (30%) of any façade.
 - c. Smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten percent (10%) of any façade.
 - d. Buildings less than 5,000 S.F. may use one hundred percent (100%) EIFS, Stucco, hardboard, or concrete products as described above, but only if it is painted or tinted with a minimum of two (2) colors to avoid monotony.

- e. Reflective glass shall not cover greater than eighty percent (80%) of the front façade and may be used 100% on any other facade.
 - f. Stainless steel, chrome, standing seam metal and premium grade architectural metal may be used as an architectural accent and shall not cover greater than twenty percent (20%) of any façade.
 - g. Painted steel panel siding and galvanized steel is allowed on the rear façade of buildings when the façade is not visible from a right-of way, parkland, or greenway; provided however, if these materials are used, then the façade must be screened from adjacent properties. This screening shall be installed regardless of adjacent property zoning or use and in no way shall this Section diminish the requirements for Buffering required in Section 7.6. Plantings, fences, or walls which meet the specifications established in Sections 7.6F2 or 7.6F3 with substitutions allowed as provided for in Section 7.6F4 are permitted screening materials and methods. Use of these alternative building materials shall count toward the required percentages of materials as described herein.
 - h. Galvanized steel and painted steel are allowed on doors, including roll-up doors.
3. Single buildings or combination of buildings of 20,000 S.F. or greater shall have a minimum of twenty-five percent (25%) (calculation shall be based on the area of the first two stories of the front or main building(s) façade) brick, stone, marble or granite or a material fabricated to simulate brick or stone (not split face concrete masonry) on the front or main façade(s). All facades visible from the street shall have only brick, stone, marble, granite, tinted split face masonry blocks or tile below thirty (30") inches from the ground surface.
4. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.
5. Metal or hardboard may be used as a structural material as long as it is not visible.

E. Building Colors

All building façades and roofs shall consist of only colors from the color palette approved by the DRB and maintained in the Office of the Administrator. All other colors shall be considered accent colors and may be used on no more than fifteen percent (15%) of the façade on which the accent color is applied; neon, metallic (except copper and silver metallic colored roofs) and fluorescent colors are prohibited on any façade or roof. When applying brick, colors normally found in manufactured fired brick are permitted. All colors of natural stone are permitted. Building and roof color requirements apply to all new

buildings, redeveloped buildings, and façade work. Color samples shall be submitted for approval to the Office of the Administrator. Existing buildings may continue to utilize colors that are not from the approved color palette provided that repainting is done for maintenance purposes only and the existing color is continued. Any color change on existing buildings shall be brought into compliance with this ordinance and color samples shall be submitted as provided herein.

F. Pedestrian / Bike Circulation & Facilities

1. Each building shall provide a facility capable of storing a minimum of four (4) bicycles.
2. Facilities shall be separated from motor vehicle parking to protect both bicycles and vehicles from accidental damage and shall be sufficiently separated from building or other walls, landscaping, or other features to allow for ease and encouragement of use. This separation shall be a minimum of three (3') feet. Bicycles may be permitted on sidewalks or other paved surfaces provided that the bicycles do not block or interfere with pedestrian or vehicular traffic.
3. Bicycle facilities shall be constructed so as to enable the user to secure by locking the frame and one wheel of each bicycle parked therein. Facilities must be easily usable with both U-locks and cable locks and support the bicycle frame at two points. Facilities shall be anchored securely to the ground or building.

G. Traffic Impact Analysis

This section establishes requirements and procedures pertaining to traffic impact analysis (TIA) for non-residential developments. These requirements are intended to inform the applicant of the City's expectations, expedite the City staff's review process of TIA reports, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.

The TIA is intended to develop public/private partnerships to coordinate land use and transportation facility development. Both the City of College Station and the land developer share in the responsibility to consider all reasonable solutions to identified transportation problems.

1. Purpose

This process is done simultaneously with the submittal of a site plan. The goal of this study is to look at a specific development of known size and use and to determine the effect of that use on the existing roadway system. It uses existing traffic volumes and assumes the existing roadway

configuration to be used for analysis. This process should ensure that the roadway system is adequate to accommodate the proposed use and may recommend mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service).

2. Objective

A TIA is intended to define the immediate impacts of the proposed development and any necessary transportation improvements (public or private) required to ensure a satisfactory level of service on all affected thoroughfares. A TIA is designed to mitigate traffic impacts by optimizing roadway capacity, access design, and traffic control. A TIA may not be used to deny development permitted by zoning, nor shall it be used to modify road design contrary to the Comprehensive Plan. Specific improvements to the existing roadways consistent with the Thoroughfare Plan may be needed to gain approval of site plan proposals.

3. Definitions

Trip Generation Rates - The City's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the trip generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation Manual. Alternate trip generation rates shall not be accepted but shall instead be adopted for City-wide use on the basis of a general study of local conditions.

Design Year - The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All TIAs shall use a design year based on the expected date of project occupancy.

Base Volumes - Base volumes shall be based on current traffic counts adjusted to the expected date of project occupancy. When available, all base data shall be supplied by the City Traffic Engineer. In all cases when ground counts are needed and are not available, the developer or his agent shall be required to collect such data.

Level of Service (LOS) - Level of service is a measure of the level of congestion experienced on roadways. The desirable minimum level of service of the City of College Station is Level of Service D in the peak hour. Level of service shall be measured of both link and intersection operations.

4. Applicability

A TIA will be required for non-residential site plans submitted for approval that generate 5,000 trips or more per day. A TIA may be required for non-residential site plans submitted for approval that generate less than 5,000

trips per day, where the peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator or his designee.

All TIAs shall be performed by a consultant qualified to perform such studies. Requirements for mitigating negative traffic impacts shall apply to all cases. In certain cases, due to project phasing, a TIA might be required with a concept plan submittal.

It is the responsibility of the applicant to demonstrate that a TIA is not required for a non-residential site plan application, as defined in Section 3.5. In cases where a TIA is required, the site plan application will be considered incomplete until the TIA is submitted.

5. Methodology

A pre-submission consultation with the Administrator or his designee is required. Details of the required analysis and the study area will be determined at this meeting. In certain instances, traffic from other approved but not built developments may have to be accounted for in traffic assignments. Staff may also require specific assumptions such as percent trucks be altered to match local conditions. Peak hour analysis might be directed to reflect the peak 15 minutes for certain types of land uses. All of these types of issues will be addressed at the pre-submission consultation.

The following procedures shall be followed in preparing traffic impact studies submitted to the City:

6. Content

- a. Study Area - A map(s) shall be included delineating the TIA study area and all existing and planned streets therein. The study area will be defined in the pre-submission consultation meeting with the Administrator or his designee.
- b. Existing Zoning and Development - Describe existing zoning including land area (gross and net) by zoning classification, square footages, numbers of hotel rooms, dwelling units, etc. Also, describe any existing development on-site and how it will be affected by development proposals.
- c. Thoroughfare Network - Describe existing thoroughfares, signals and signal phasing, and traffic volumes within the study area.
- d. Proposed Development - Describe the proposed development including land area (gross and net), square footage, number of hotel rooms, dwelling units, etc. Also describe roadway conditions as expected by date of occupancy. Indicate roadway and intersection capacities at study date.

- e. Impact Determination - Determine the level of service for all thoroughfares and intersections in the study area. The analysis shall contain the following minimum information:**
- 1. Proposed Trip Generation - Calculate total trip generation by use (assuming full development and occupancy) and report any reductions for passer-by, mixed use, etc. Show trip generation by use in tabular form with land use trip generation rates and trips generated.**
 - 2. Trip Distribution and Assignment - Trips generated by the proposed development are to be added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.**
 - 3. Level of Service Analysis - Show in tabular form, 24 hour and peak hour V/C ratios for links and intersections within the study area. This analysis should be done for the following traffic conditions: existing traffic, background traffic, background plus project traffic. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.**
 - 4. Conclusions - Provide a summary of points of conflict and congestion. Identify all thoroughfare links or intersections exceeding a Level of Service D and the percent increase in total traffic produced by the proposed site plan. Identify any operational problems (e.g., drives, median openings, and signalization) within the study area.**
- f. Mitigation - Traffic levels exceeding Level of Service D, where the development is contributing 5% or more of the total trips shall be mitigated to predevelopment levels. Problems demonstrated by the TIA can be corrected by:**
- 1. Access Management requirements in addition to those provided in Article 7.3 and the City of College Station Engineering Design Guidelines relating to driveway and median opening spacing.**
 - 2. Modifying density or intensity of use (e.g., reduction in square footage or percentage of commercial use).**
 - 3. Phasing construction until additional roadway capacity becomes available.**

4. On-site improvements including access controls and site circulation adjustments.
 5. Off-site improvements including the construction of additional lanes where the surrounding thoroughfares are not fully developed or intersection improvements, including signalization, where the surrounding area is approaching full development.
- g.** Costs of Mitigation - Mitigation improvements which are attributable to the proposed development shall be funded at the developer's expense. Any other improvements shown which are consistent with the Thoroughfare Plan may be repaid by the City in accordance with its cost sharing policies.

H. Parking Lots

These requirements are in addition to and not in lieu of the requirements established in Section 7.2. Off Street Parking Standards.

1. Where parking is located in the front of the building there shall be a minimum ten foot (10') setback from the right-of-way line to the parking area. This additional setback requirement shall not apply if the proposed building(s) resides in an existing overlay district.
2. In order to break up the parking lot area and minimize visual impact, one of the following parking concepts is required on any parking lot with greater than 120 parking spaces. Parking concepts shall be approved by the Administrator provided that it meets one of the following minimum criteria. Pedestrian ways are allowed within the below described areas.
 - a. Concept 1 - Every one hundred twenty (120) parking spaces shall be a separate and distinct parking area connected by driving lanes but separated by landscaping strips a minimum of eight (8') feet wide and the full length of the parking row. Where pedestrian facilities are located within landscape strips or where vehicles would overhang these strips, the strip shall be a minimum of ten (10') feet wide; or,
 - b. Concept 2 - For every one hundred and twenty (120) parking spaces, an 1800 square foot landscaped island shall be installed (landscape pods). Such island(s) shall be located internal to the parking lot and shall be located so as to visually break up each 120 parking spaces. The landscaping square footage calculation for parking lots greater than 120 parking spaces shall be pro-rated at 15 square feet of landscaping per parking space; or,

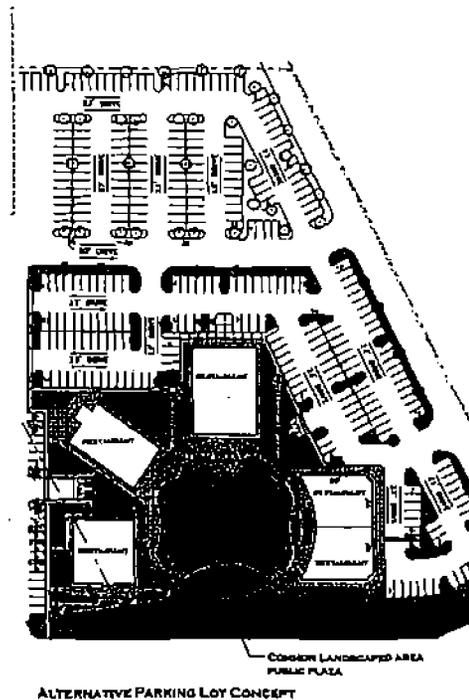
7. Alternate colors on a façade if the applicant shows that:

- a. The applicant is a franchised and/or a chain business to be developed as a single detached building (not integrated into a multi-tenant building); and
- b. The proposed colors are part of its corporate branding; and
- c. The applicant provides all of the alternative color schemes the chain or franchise has used.

- a. The area of a landscaped plaza may be credited toward the area(s) required for parking lot landscape concepts in Section 7.9H3b provided that each of the following conditions are met:
 - 1. A minimum of three out-parcel buildings must be clustered around a plaza; and
 - 2. The area of the plaza and associated landscaping/water features/fountains shall be no less than 1800 square feet for every 120 parking spaces; and
 - 3. The clustered buildings may not be physically separated by parking spaces.

The area of the landscaped plaza shall only count toward parking spaces located directly behind the clustered buildings and plaza. The point of orientation for determining what is "behind" the clustered buildings and plaza shall be from the adjacent street with the highest rating on the Thoroughfare Plan. All other parking spaces shall meet requirements established in 7.9H3b for minimizing visual impact of parking spaces.

The landscaping square footage calculation for parking lots greater than 120 parking spaces shall be pro-rated at 15 square feet of landscaping per parking space.



- b. The material is similar and comparable in quality and appearance to the materials allowed in this Section 7.9; and
 - c. No variance shall be granted to requirements for brick or stone on buildings 20,000 square feet or greater; and
 - d. Financial hardship shall not constitute a basis for the variance; and
 - e. The material is an integral part of a themed building (example 50's diner in chrome).
- 2. Alternate colors or materials on each façade if the applicant shows that:**
- a. The applicant is a franchised and/or chain restaurant to be developed as a single detached building (not integrated into a multi-tenant building); and
 - b. The proposed colors/materials are part of its corporate branding; and
 - c. The applicant provides all of the alternative color/materials schemes the chain or franchise has used.
- 3. Alternative materials on façade work that does not involve an expansion of an existing building as defined in Section 9 of the UDO or constitute redevelopment if the applicant shows that:**
- a. The materials allowed in Section 7.9 cannot be utilized without a structural alteration(s) to the existing building; and
 - b. A licensed professional engineer or architect verifies in writing that a structural alteration is required to apply the permitted façade materials to the building.
 - c. The DRB may grant a variance of up to 100% from the façade articulation or roofline standards herein if the applicant shows that it is not financially or structurally feasible.
- 4. Screening must be provided in accordance with Section 7.9B. Alternatives to the options listed in Section 7.9B may be considered.**
- 5. Alternatives to the options listed in Section 7.9C may be considered for approval provided that the alternative incorporates a minimum of two (2) architectural relief elements with spacing as required under Section 7.9C.**
- 6. The DRB may approve the following alternative parking lot concept as follows:**

stops, parking areas and other buildings in a design that ensures safe pedestrian use.

- d. There shall be a ten (10') foot sidewalk along the full frontage of the primary building façade. Tree wells and planter boxes shall be placed along this walkway and in a manner that does not obstruct pedestrian movement. Bike parking facilities are allowed in this area. Vehicular parking or cart storage is prohibited. Outside display is allowed but only if it does not occupy more than thirty percent (30%) of this area and meets the requirements of Section 7.11.B.

J. Additional Standards for 150,000 S.F. or greater

In addition to the above standards, the following shall apply to any single building or combinations of buildings of 150,000 S.F. or greater, whether connected or not but developed as one building plot.

1. Each development shall contain a plaza or public space(s) developed as an integral part of the development and not less than 200 square feet in area. Such areas shall incorporate a minimum of three (3) of the following:
 - Seating components*
 - Structural or vegetative shading*
 - Water features*
 - Decorative landscape planters*
 - Public Art*
 - Outdoor eating accommodations
 - Hardscape elements at entrances and within the parking area such as decorative pavers, low masonry walls, public art, clock towers, etc.*These public areas may be located within the parking landscape areas.
2. The minimum allowable tree size is two and one half (2.5") inches caliper.
3. Accent colors may be used on no more than five percent (5%) of the façade on which the accent color is applied.

K. Variances - Design Review Board (DRB)

The DRB may grant a variance for the standards contained in Section 7.9 of up to 75% of the total percentage permitted for the following:

1. Substitutions of building materials if the applicant shows that:
 - a. The building material is a new or innovative material manufactured that has not been previously available to the market or the material is not listed as an allowed or prohibited material herein; and

Accent colors may be used on no greater than ten percent (10%) of the façade on which the accent color is applied.

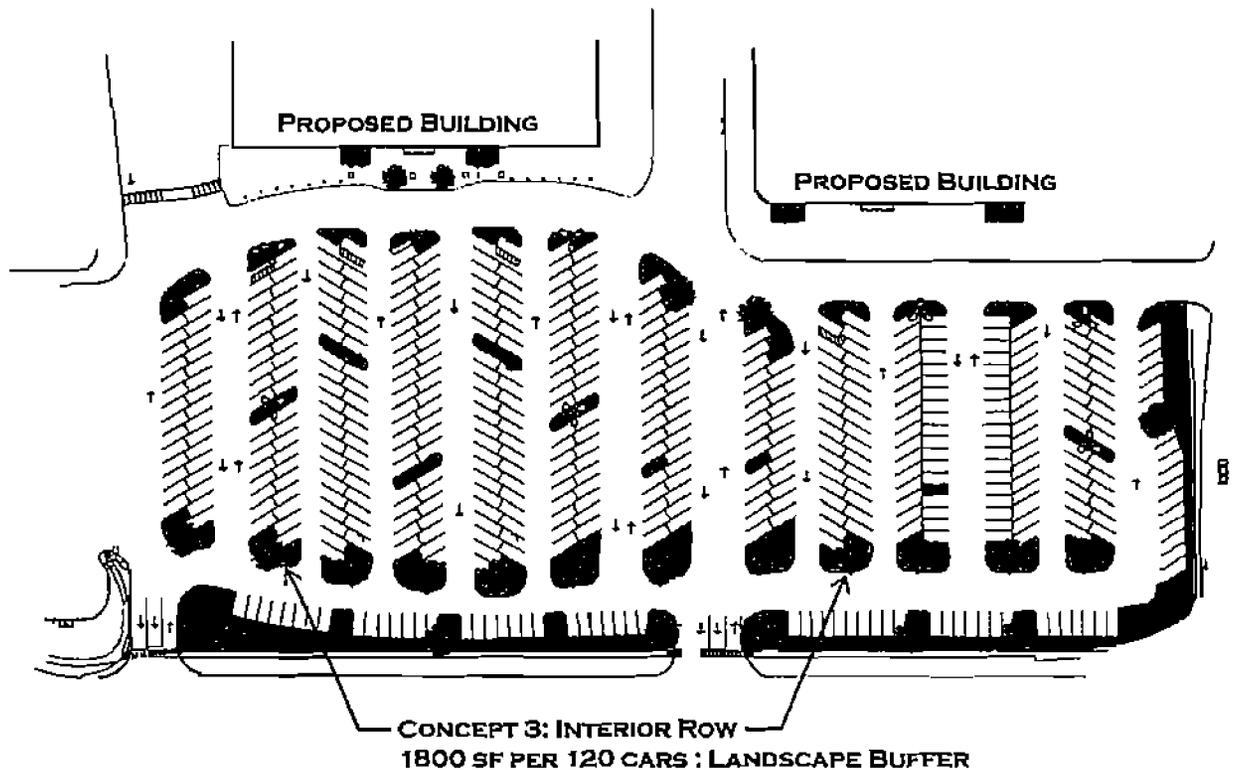
3. Landscaping

These requirements are in addition to and not in lieu of the requirements established in Section 7.5. Landscaping and Tree Protection.

- a. The minimum required landscape points for a site shall be double (2 x minimum landscape points) that required for developments of less than 50,000 S.F. The minimum allowable tree size is two (2") inch callper. Streetscape point requirements remain the same and shall count toward the landscape point requirement.
- b. Tree wells are required along fifteen percent (15%) of the linear front of the main building(s) façade. Each tree well shall include canopy trees. This landscaping shall count toward the overall landscape requirement.
- c. All landscaping strips, islands, pods, and areas used to segregate the one hundred twenty (120) space parking areas as provided for above under "Parking Lots" must include canopy trees or structural shading. This requirement shall not apply to auto sales lots.
- d. The substitution of two (2) non-canopy trees for one (1) canopy tree is not allowed for more than fifty percent (50%) of the overall canopy tree requirement. Massing of trees is allowed.

4. Pedestrian / Bike Circulation & Facilities

- a. There shall be designated connections among primary buildings and out-parcels for pedestrian and bicycle traffic. Locations for sidewalks and bicycle parking facilities shall be provided and shown on the site plan. Pedestrian walkways may be incorporated into the landscape strips separating parking areas only if the strip is ten (10') feet in width.
- b. In centers with multiple tenants, one or more facilities capable of storing eight (8) bicycles shall be placed in clearly designated, safe, and convenient locations, such that no tenant entrance is farther than one hundred fifty feet (150') from a bike facility.
- c. Pedestrian walkways shall be a minimum of five (5') feet wide. Pedestrian walkways shall connect public street sidewalks, transit



3. Interior island area requirements, as required in Section 7.2, may be consolidated into end islands, landscape strips, and landscape pods.
4. Shopping cart storage spaces shall be identified on the site plan. These spaces shall not be located in landscape islands or any areas designed for plantings or pedestrian or bike access.

I. Additional Standards for 50,000 S.F. or greater

In addition to the standards set out in this Section 7.9, the following shall apply to any single building or combinations of buildings of 50,000 S.F. or greater, whether connected or not, but developed as one building plot.

1. Building Mass and Design

Façade articulation (wall plane projections or recessions) is required on the first two (2) stories of the front or main building(s) facade. No more than thirty-three percent (33%) of the front or main building(s) façade shall be on the same continuous geometric plane. Restaurant out-parcels are excluded from this articulation requirement but are required to provide architectural relief as provided herein. Wall plane projections or recessions shall have a minimum depth of four (4) feet.

2. Building Colors

- c. Concept 3 - For every one hundred twenty (120) parking spaces, an additional 1,800 square feet of landscaped area shall be added/distributed to the interior row(s) end island(s) located closest to the right-of-way line (i.e. in conjunction with the minimum setback creating a double row of landscaping) but in no event shall the additional landscaped area be located farther than 100' from the right-of-way frontage. The landscaping square footage calculation for parking lots greater than 120 parking spaces shall be pro-rated at 15 square feet of landscaping per parking space.

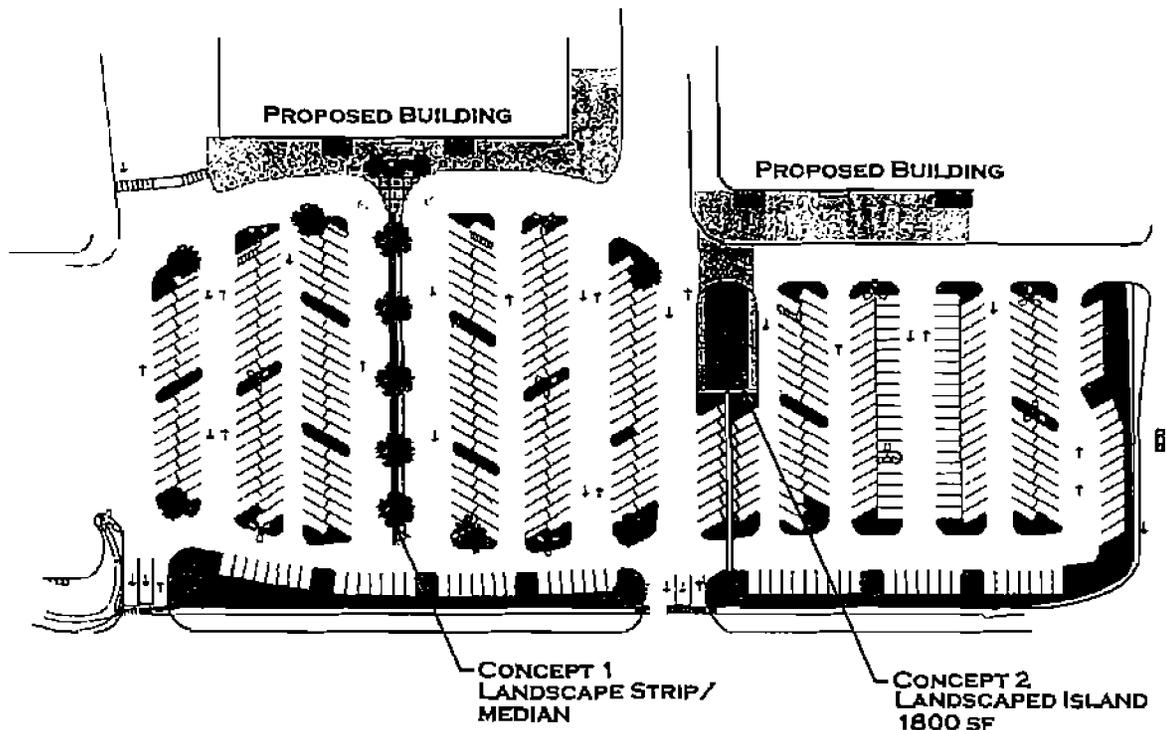


EXHIBIT "B"

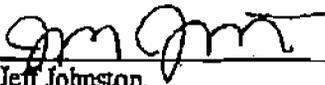
ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QUORUM EQUITIES GROUP, LLC, a Texas limited liability company ("Assignor"), hereby assigns to QUORUM 6 GREEN PRAIRIE CS II, L.P. a Texas limited partnership ("Assignee"), all rights, title, interests and obligations of Assignor in and under that certain Agreement of Sale and Purchase (Pad Site) dated as of February 5, 2004, made and entered into by and between Marsh-Reeves Trust, a Texas trust et al, as sellers, and Assignor, as purchaser, as amended (collectively, the "Agreement"), with respect to certain real property containing approximately 4.773 acres of land located in the City of College Station, County of Bexar, State of Texas, together with all other property, rights, titles and interest more particularly described in the Agreement (the "Subject Property"). This Assignment includes, without limitation, the right to acquire title to the Subject Property, together with all rights, titles and interests of Assignor in and to the Agreement and all other written agreements, documents and instruments relating to the Agreement and the Subject Property. Assignee executes this Assignment to evidence its acceptance of the transfer of interests intended hereby, and to undertake all obligations of Assignor as set forth in the Agreement. From and after the date hereof, Assignor shall have no further obligation to satisfy any of the provisions of the Agreement.

In witness whereof, Assignor and Assignee have caused this Assignment to be executed effective as of the 23rd day of April, 2005.

Assignor:

QUORUM EQUITIES GROUP, LLC
a Texas corporation

By: 
Jeff Johnston,
President

Assignee:

QUORUM 6 GREEN PRAIRIE CS II, L.P.,
a Texas limited partnership

By: QUORUM 6 GREEN PRAIRIE CS II GP,
LLC, its general partner.

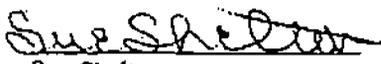
By: 
Sue Shelton,
Executive Vice President

EXHIBIT "C"

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QUORUM EQUITIES GROUP, L.L.C. a Texas limited liability company ("Assignor"), hereby assigns to QUORUM 6 GREEN PRAIRIE CS, L.P. a Texas limited partnership ("Assignee"), all rights, title, interests and obligations of Assignor in and under that certain Agreement of Sale and Purchase (Pad Site) dated as of February 5, 2004, made and entered into by and between Marsh-Reeves Trust, a Texas trust *et al*, as sellers, and Assignor, as purchaser, as amended (collectively, the "Agreement"), with respect to certain real property containing approximately 6.418 acres of land located in the City of College Station, County of Bexar, State of Texas, together with all other property, rights, titles and interest more particularly described in the Agreement (the "Subject Property"). This Assignment includes, without limitation, the right to acquire title to the Subject Property, together with all rights, titles and interests of Assignor in and to the Agreement and all other written agreements, documents and instruments relating to the Agreement and the Subject Property. Assignee executes this Assignment to evidence its acceptance of the transfer of interests intended hereby, and to undertake all obligations of Assignor as set forth in the Agreement. From and after the date hereof, Assignor shall have no further obligation to satisfy any of the provisions of the Agreement.

In witness whereof, Assignor and Assignee have caused this Assignment to be executed effective as of the 22nd day of November 2004.

Assignor:

QUORUM EQUITIES GROUP, LLC
a Texas corporation

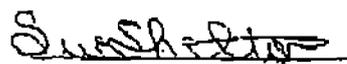
By: 

Jeff Johnston,
President

Assignee:

QUORUM 6 GREEN PRAIRIE CS, L.P.,
a Texas limited partnership

By: QUORUM 6 GREEN PRAIRIE CS GP,
LLC, its general partner

By: 

Sue Shelton,
Executive Vice President