TRADITIONS ACQUISITION PARTNERSHIP, LP
4250 S. Traditions Drive
Bryan, Texas 77807

May 31, 2016

City of Bryan, Texas
Bryan Commerce and Development, Incorporated
c/o
Mr. Joseph Dunn
Deputy City Manager
City of Bryan, Texas
PO Box 100
Bryan, TX 77805

Re: Notice of 2.07(b) election of the Master Economic Development Agreement

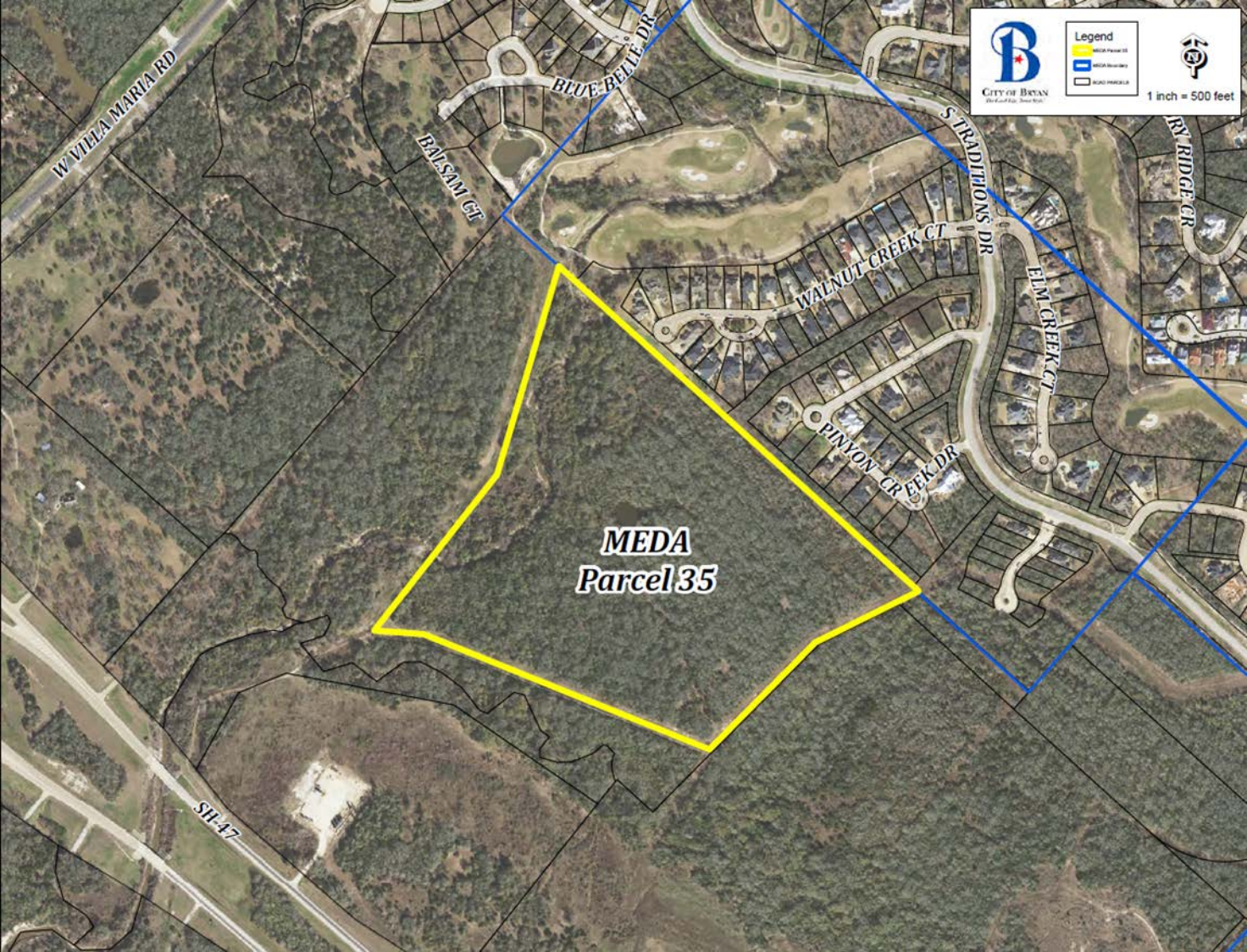
Dear Joey,

As outlined in Section 2.07(b) of the above-mentioned Agreement, as Amended, for a period of five years and 92 days following the date of substantial completion of the golf course clubhouse, TAP has an option to acquire Parcel 35, a parcel currently part of the partnership acreage as covered by the MEDA. We hereby provide formal notice that we are electing to exercise this option provided in the Agreement.

Sincerely,

TRADITIONS ACQUISITION
PARTNERSHIP, LP
a Texas limited partnership

W. Spencer Clements, Jr.
Vice President


Legend
1 inch = 500 feet
W VILLA MARIA RD
BLUE BELLE DR
BALSAM CT
S TRADITIONS DR
WALNUT CREEK CT
ELM CREEK CT
PINYON CREEK DR
RY RIDGE CR
MEDA
Parcel 35
SH-47

Parcel 35 Development Costs

Participant	Project	Cost	
	Not Used	$	-
	Small Crossing	$	225,000
	Turkey Creek Crossing	$	550,000
	Multi-Use paths @50%	$	165,200
	Not Used	$	-
	Lot Development, approximatley 110 lots	$	3,300,000

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

GENERAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF BRAZOS §

THAT BRYAN COMMERCE AND DEVELOPMENT INCORPORATED, a Texas local government corporation (the "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership (the "**Grantee**"), has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of that certain real property located in Brazos County, Texas (the "**Land**") described on **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to (i) any improvements currently located thereon; and (ii) the rights, easements, interests, benefits, privileges, and appurtenances pertaining to the Land (said Land, improvements, easements, interests, benefits, privileges, rights and appurtenances being herein collectively referred to as the "**Property**").

This conveyance is made subject to all matters of record.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor warrants payment of all taxes through and including the calendar year prior to the current calendar year. Taxes for the current calendar year have been prorated as of the date hereof and are expressly assumed by Grantee.

EXECUTED this _____ day of _____, 2016.

GRANTOR:

BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED, a Texas local government corporation

By: _____
Jason Bienski, President

ATTEST:

_____
MARY LYNNE STRATTA, City Secretary

APPROVED AS TO FORM:

_____
JANIS HAMPTON, City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was ACKNOWLEDGED before me on the _____ day of _____, 2016, by Jason Bienski, President of BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF TE XAS

ACCEPTED BY GRANTEE:

TRADITIONS ACQUISITION PARTNERSHIP, L.P.,
a Texas limited partnership

By: Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, its General Partner

By: _____
W. Spencer Clements, Jr.,
Vice President

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was ACKNOWLEDGED before me on the 31 day of May, 2016, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the general partner of TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership, acting for and on behalf of said limited partnership.

Brandi Jackson
NOTARY PUBLIC, STATE OF TEXAS

<u>After Recording Return To</u>:

West, Webb, Allbritton & Gentry, P.C.
Attn: Michael H. Gentry
1515 Emerald Plaza
College Station, Texas 77845

NOTARY PUBLIC STATE OF TEXAS
BRANDI JACKSON
Notary Public, State of Texas
Comm. Expires 02-23-2020
Notary ID 130550321

27445:Deed_BCD-TAP

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being situated in the John H. Jones Survey, A-26 in the City of Bryan, Brazos County, Texas, and being part of the 151.398-acre Bryan Commerce & Development (BC&D) tract recorded in Volume 7874, Page 169 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the north corner of said BC&D tract;

THENCE along the northeast line of said BC&D tract S 47°54'55" E, 324.22 feet to a 1/2" iron rod set at the intersection of said line with the east line of the 30' Public Utility Easement granted to the City of Bryan in Volume 4381, Page 143 of the O.P.R.B.C. for the north corner of this tract and the PLACE OF BEGINNING;

THENCE continuing along the northeast line of said BC&D tract S 47°54'55" E, 2067.76 feet to a 1/2" iron rod set at the intersection of said line with the northwest line of another 30' Public Utility Easement granted to the City of Bryan in Volume 4381, Page 143 of the O.P.R.B.C. for the east corner of this tract;

THENCE into said BC&D tract along the northwest line of said Easement S 63°40'04" W, 491.47 feet to a 1/2" iron rod set;

THENCE continuing along the northwest line of said Easement S 44°44'13" W, 642.53 feet to a 1/2" iron rod set for the south corner of this easement;

THENCE along the north line of said Easement N 68°02'59" W, 1312.39 feet to a 1/2" iron rod set;

THENCE continuing along the north line of said Easement N 85°54'20" W, 212.13 feet to a 1/2" iron rod set for the west corner of this tract;

THENCE along the east line the first 30' Public Utility Easement N 38°11'28" E, 847.73 feet to a 1/2" iron rod set;

THENCE continuing along the east line of said Easement N 16°28'55" E, 926.36 feet to the PLACE OF BEGINNING containing 50.6554 acres.

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

PARTIAL RELEASE OF MEMORANDUM OF AMENDED AND RESTATED MASTER ECONOMIC DEVELOPMENT AGREEMENT

Date: _____, 2016

Instrument: Memorandum of Amended and Restated Master Economic Development Agreement

Parties: TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership

BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED, a Texas local government corporation

CITY OF BRYAN

Dated: October 14, 2009

Recorded: Volume 9420, Page 98, Official Records, Brazos County, Texas

Property (including any improvements) to be RELEASED from the Memorandum of Amended and Restated Master Economic Development Agreement ("Property"):

all of said Property being described as follows on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

Release of Property

For value received, the Parties RELEASE the Property from the terms and conditions of the Memorandum of Amended and Restated Master Economic Development Agreement referenced therein.

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

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[*Signature Pages Follow*]

ATTEST:

BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED, a Texas local government corporation

By: _____
Jason Bienski, President

_____
Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

_____
Janis Hampton, City Attorney

ATTEST:

CITY OF BRYAN

By: _____
Jason Bienski, Mayor

_____
Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

_____
Janis Hampton, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the _____day of _____, 2016, by Jason Bienski, President of BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED, a Texas local government corporation, in the capacity and for the purposes stated therein on behalf of the said corporation.

_____
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the _____day of _____, 2016, by Jason Bienski, Mayor of the CITY OF BRYAN, in the capacity and for the purposes stated therein on behalf of the City.

_____
NOTARY PUBLIC, State of Texas

TRADITIONS ACQUISITION PARTNERSHIP, L.P.,
a Texas limited partnership

By: Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, Its General Partner

By: _____
W. Spencer Clements, Jr.,
Vice President

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 31 day of May, 2016, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the General Partner of TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership, in the capacity and for the purposes stated therein on behalf of the said partnership.

BRANDI JACKSON
Notary Public, State of Texas
Comm. Expires 02-23-2020
Notary ID 130550321

Brandi Jackson
NOTARY PUBLIC, State of Texas

27445:Partial Release_MEDA

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

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AMENDED AND RESTATED

MASTER ECONOMIC DEVELOPMENT AGREEMENT
(TRADITIONS PROJECT)

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AMENDED AND RESTATED
MASTER ECONOMIC DEVELOPMENT AGREEMENT
(TRADITIONS PROJECT)

This Amended and Restated Master Development Agreement ("Agreement") is executed to be effective this 14 day of October, 2009, by and between the City of Bryan, a Texas home rule city ("City"), Bryan Commerce and Development, Incorporated, a Texas local government corporation ("BCDI"), and Traditions Acquisition Partnership, L.P., a Texas limited partnership ("TAP") (the foregoing parties shall sometimes be collectively referred to herein as the "Parties" or individually as a "Party").

RECITALS:

WHEREAS, the City and Melrose Community Properties, L.P. (f/k/a Jordan Community Properties, L.P.), a Texas limited partnership ("MCP"), entered into that certain Master Economic Development Agreement dated November 2, 1999, as amended, supplemented and modified as of the date hereof (the "Original MEDA"), for the purpose of developing certain real property located in Brazos County, Texas more particularly described therein.

WHEREAS, pursuant to the Original MEDA, the City acquired certain land (as more particularly described therein) in Brazos County, Texas, and conveyed such land to BCDI for the purposes contemplated under the Original MEDA;

WHEREAS, BCDI, TAP and Bryan/Traditions, LP, a Texas limited partnership ("B/T"), have entered into that certain Traditions Development Agreement of even date herewith (the "Development Agreement") pursuant to which certain easements, obligations and other matters regarding the relationship between the Residential Community (defined below) and the Golf Course Property (defined below) are set forth;

WHEREAS, TAP has acquired all of the interests of MCP in and to the Original MEDA and that certain Residential Development Agreement dated October 26, 2000, and all of the interest of Traditions Club by Melrose, LLC, a Texas limited liability company in and to that certain Development and Purchase and Sale Agreement dated November 2, 1999, as amended, supplemented and modified from time to time, both of such agreement being amended and restated in the Development Agreement.

WHEREAS, the Parties desire to amend and restate the Original MEDA in order to provide certain planning, development and marketing services for the Project as more particularly outlined herein; and

WHEREAS, the City has determined that a legitimate public interest is served and that economic development is stimulated by entering into this Agreement for the continuing development and operation of the Land as a first class golf club, golf course and planned community (collectively, the "Project").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I.

DEFINITIONS

As used herein, the following terms shall be defined as follows:

Section 1.01 **Approved Master Drainage Plan**. The term "Approved Master Drainage Plan" shall have the meaning defined in Section 4.05.

Section 1.02 **Approved Master Plan**. The term "Approved Master Plan" shall have the meaning described in Section 4.04.

Section 1.03 **CC&Rs**. The term "CC&R's" shall mean that certain Declaration of Covenants Condition and Restrictions for The Traditions dated February 26, 2004, and recorded in the Official Records of Brazos County, Texas, under Clerk's File No. 00847353, as amended, supplemented, and modified as of the date hereof.

Section 1.04 **Central Property**. The term Central Property shall mean the real property described on Exhibit B attached hereto.

Section 1.05 **Club**. The term "Club" shall mean Traditions Club located in Brazos County, Texas, which is constructed on and operated from the Golf Course Property.

Section 1.06 **Club Development Fee**. The term "Club Development Fee" shall mean a fee paid to Club Owner in an amount equal to Four Percent (4%) of the gross sales price of each Lot sold to an Initial Purchaser to be applied toward (i) Club Owner's development, construction, and operational costs and expenses and (ii) if applicable, the initiation fee in the Club for each Lot, which fee is payable by the Partnership to Club Owner pursuant to the Development Agreement (as more particularly described therein).

Section 1.07 **Club Owner**. The term "Club Owner" shall mean the owner of the Club and the Golf Course Property, from time to time. TAP is the current Club Owner as of the date hereof.

Section 1.08 **Clubhouse**. The term "Clubhouse" shall have meaning ascribed to such term in the Development Agreement.

Section 1.09 **Commercial Development**. The term "Commercial Development" shall mean that portion of the Project shown on the Approved Master Plan as intended for retail, wholesale, restaurant, office, apartment, assisted living, nursing home or similar commercial uses.

Section 1.10 **Development Unit**. The term "Development Unit" shall mean a distinct portion of the Land which is contributed from time to time by BCDI to the Partnership for development by the Partnership. A Development Unit may be a portion or all of a phase as indicated on the phasing schedule of the Approved Master Plan.

Section 1.11 **Force Majeure Event**. The term "Force Majeure Event" shall mean any circumstances causing delay in the performance of any of the covenants and obligations of the Parties under the this Agreement due to any (i) strike(s), lockout(s) or labor dispute(s); (ii) inability to obtain labor or materials, or reasonable substitutes therefor; (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty; (iv) litigation involving an action to enjoin performance or challenge the validity of this Agreement instituted by any person or entity not a party to this Agreement, or (v) other conditions similar to those enumerated in this Section that are beyond the reasonable control of the Party obligated to perform.

Section 1.12 **Golf Course Property**. The term "Golf Course Property" shall have the meaning ascribed to such term in the Development Agreement.

Section 1.13 **Initial Lot**. The term "Initial Lot" shall mean the Lot being conveyed back to the Partnership in a transaction pursuant to the Trade Program.

Section 1.14 **Initial Purchaser(s).** The term "Initial Purchaser(s)" shall mean the first purchaser of a Lot within the Planned Community.

Section 1.15 **Land**. The term "Land" shall mean the real property and rights appurtenant thereto identified on Exhibit A.

Section 1.16 **Lot**. The term "Lot" or "Lots" shall mean any residential or commercial lot, or unit, including time share or shared ownership unit of real property, within the Planned Community that is not a Parcel.

Section 1.17 **Major Project Improvements**. The term "Major Project Improvements" shall mean: all major arterial streets, including, without limitation, the loop road; all major utility infrastructure including, without limitation, electrical, gas, water, sewer, telephone cable, drainage structures, water and water delivery systems (including reclaimed water); the street lighting; landscaping of the medians and entryways; all signage for the Project including directional signage; traffic signals; and entryway structures and lighting including both on-site and off-site improvements necessary for the development of the Project.

Section 1.18 **Neighborhood Subdivision Improvements**. The term "Neighborhood Subdivision Improvements" shall mean, with respect to each Development Unit contributed to the Partnership, the non-arterial streets, drainage improvements, sidewalks and utilities, excluding Major Project Improvements and improvements for which the City shall pay within Parcel 35, as described in Section 2.07 below.

Section 1.19 **Net Sale Proceeds**. The term "Net Sale Proceeds" shall mean the gross sales price received by the Partnership for the sale of any of the Land, reduced by (i) the Club Development Fee, if applicable, and (ii) reasonable and customary costs of sale, including,

without limitation, the cost of title policies, surveys, tax prorations, escrow fees, broker commissions, and the like.

Section 1.20 **Parcel**. The term "Parcel" shall mean a parcel of land within the Planned Community sold by the Partnership to which the Partnership has not expended funds for the construction of Neighborhood Subdivision Improvements.

Section 1.21 **Parcel Sales**. The term "Parcel Sales" shall mean the sale of a Parcel.

Section 1.22 **Partnership**. The term "Partnership" shall mean Bryan/Traditions, LP, the Texas limited partnership formed by MCP, Rosemel Properties, Inc., and BCDI pursuant to the Original MEDA. TAP has purchased the interests in the Partnership formerly held by MCP and Rosemel Properties, Inc.

Section 1.23 **Planned Community**. The term "Planned Community" will mean all portions of the Project except for the Golf Course Property and the Central Property, including, without limitation, the Residential Community and the Commercial Development.

Section 1.24 **Project**. The term "Project" shall have the meaning given to such term in the Recitals.

Section 1.25 **Residential Community**. The term "Residential Community" shall mean that portion of the Property shown on the Approved Master Plan as intended for use as single family residential, duplex and/or condominium use.

Section 1.26 **TIF**. The term "TIF" shall mean Tax Reinvestment Zone Number 10 covering the Project and adopted by the City in accordance with Chapter 311, Texas Tax Code.

Section 1.27 **Trade Consideration**. The term "Trade Consideration" shall mean the difference between the amount paid for the Initial Lot (excluding any predevelopment discounts) and the purchase price of the Trade Lot.

Section 1.28 **Trade Lot**. The term "Trade Lot" shall mean the new Lot being conveyed by the Partnership in a transaction pursuant to the Trade Program.

Section 1.29 **Trade Program**. The term "Trade Program" shall mean a marketing program from the exchange of Lots as more fully described in Article VI of this Agreement.

II.

CITY AND BCDI OBLIGATIONS

Section 2.01 **Local Government Corporation**. The City may assign certain portions of this Agreement to BCDI and BCDI will assume and ratify this Agreement and comply herewith and the Partnership Agreement (defined below); provided, that no such assignment shall release the City from such obligations hereunder or thereunder. BCDI may perform such duties and responsibilities as it may assume with respect to operation and management of the TIF. BCDI will enforce and comply with the terms of the Development Agreement. BCDI will contribute

Development Units to the Partnership in accordance with the terms of this Agreement and the Partnership Agreement.

Section 2.02 **TIF**. The Parties hereby acknowledge receipt of the documentation regarding the TIF.

Section 2.03 **Construction and Maintenance of Major Project Improvements**. Pursuant to the Original MEDA, the City was required to construct and pay for all Major Project Improvements required to develop the Project in accordance with the Approved Master Plan and the Approved Master Drainage Plan. The City and BCDI represent that they have constructed all such Major Project Improvements, except for two (2) bridges, multi-use paths and residential entry features to be located on Parcel 35, as defined below (the "Remaining MPI"). The City and BCDI agree to construct and pay for the Remaining MPI as such improvements are required in connection with the development of the Project. The City will also maintain (or cause to be maintained) all of the Major Project Improvements located on City or BCDI owned property or other property within the Project dedicated for public use; provided that the City owns such Major Project Improvements (e.g., the City would maintain water and sewer lines, but not gas lines owned by third parties).

Section 2.04 **Negative Covenants**. City agrees that it will not purchase or permit to be purchased on behalf of BCDI or similar entity controlled by the City additional land adjacent to the Land or which could be developed in competition with the Project without TAP's prior written consent. The City and BCDI agree that they will not fund a competing golf course development until such time as the Project is fully developed.

Section 2.05 **Acquisition by TAP of Additional Land**. The City and BCDI agree that TAP may acquire portions of the Project from the City, BCDI or the Partnership, as applicable, for its own account, subject to the restrictions set forth in the Partnership Agreement.

Section 2.06 **Partnership**.

a. The City and TAP acknowledge that the Partnership was formed pursuant to the Original MEDA for the purpose of developing the Residential Community and the Commercial Development. Concurrently with the execution of this Agreement, the City and TAP shall enter into that certain Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement") in order to reflect, among other things, the continuing obligations and covenants of BCDI and TAP hereunder. The City shall cause BCDI to comply with the terms of the Partnership Agreement.

b. The City shall cause BCDI to contribute the Land to the Partnership in Development Units, as required pursuant to the Partnership Agreement.

Section 2.07 **Parcel 35**.

a. Reference is made to that certain 50.655 acre tract of land described on Exhibit C attached hereto and marked as "Parcel 35" on the Approved Master Plan ("Parcel 35"), which is subject to this Agreement and currently contemplated between the Parties to be developed as residential property. In order to assist in processing budget requests and obtaining

the appropriation of funds necessary for the City to perform it obligation under this Section 2.07, TAP will notify the City as soon as reasonably possible of its plans and timing for the development of Parcel 35. The City agrees that upon approval of a final plat of any portion of Parcel 35, the City shall perform the following:

i. The City and BCDI agree to grant to the Partnership a continuing access easement (the "Access Easement") over and across that certain tract of land labeled as "Access Easement" and a portion of Parcel 27 (the "Access Easement Land"), running from South Traditions Drive to Parcel 35 and adjacent to Parcels 29A and 34, all as depicted on the Approved Master Plan, for the purpose of public automobile, bicycle and pedestrian ingress and egress between South Traditions Drive and Parcel 35 or, in the alternative, dedicate the Access Easement Land as a public right-of-way for the purpose of such public access to Parcel 35.

ii. The City shall pay for two (2) new bridge structures over the creek crossings on the Access Easement at mutually agreed locations on the Access Easement allowing access to and development of Parcel 35. If an alternate route from South Traditions Drive to Parcel 35 is mutually agreed upon between the City and TAP requiring fewer bridge structures, the City will only build those bridge structures reasonably required by the new route.

iii. The City shall pay for multi-use paths in connection with any future residential development of Parcel 35.

iv. The Parties shall cooperate as necessary to obtain an amendment to the boundaries of the TIF to include Parcel 35 therein.

v. The City shall pay for residential entryway statements as may be reasonably necessary for residential development of Parcel 35.

b. Provided that TAP causes Substantial Completion (as defined in the Development Agreement) of the Clubhouse in accordance with the Development Agreement, TAP shall have the option for five (5) years following such Substantial Completion of the Clubhouse, to purchase Parcel 35 from BCDI, at the total price of $1.00, by giving written notice thereof to the City and BCDI. Upon receipt of such notice, the City and BCDI agree to complete such conveyance upon such terms within ten (10) days following receipt of written notice of TAP's election thereof. Upon such conveyance, Parcel 35 shall no longer be subject to this Agreement without any further action by the Parties; provided, the Parties agree to enter into a confirmatory amendment to this Agreement reflecting the same upon request by any Party. Notwithstanding the foregoing, upon conveyance of Parcel 35 to TAP, the City shall participate in the construction of public infrastructure pursuant to the City's policy governing oversize participation, as said policy exists at the time of application for platting.

Section 2.08 **Adjacent Property**. The City shall cause BCDI to maintain a 100-foot wide green space buffer in an "all natural" condition on Parcel 27, along the boundary between

Parcel 27 and Parcel 34, as depicted on the Approved Master Plan; provided, however, such buffer shall accommodate and not impede (i) the Access Easement and related improvements that the City is obligated to provide under Section 2.07 above, or the permitted use thereof by the Partnership and its successors and assigns, or (ii) the City from extending the current Club Drive across Parcel 27 to connect with Parcel 34.

Section 2.09 **Clubhouse Construction Fees**. The City agrees to waive the payment of all permit and development fees required for the construction of the Clubhouse.

Section 2.10 **Access/Streets/Tunnel/Easement**. The Parties acknowledge that the City has previously constructed or caused to be constructed all streets and other ingress/egress from existing public streets required for the operation of the Golf Property, including all roadways and easements to the Club (the "Club Roadways"). To the extent reasonably requested by TAP in the future, the City and BCDI agree to provide to TAP (or Club Owner, as applicable) irrevocable recorded ingress/egress easements (in addition to any previously granted) in a form reasonably acceptable to Club Owner for Club Owner, its guests, members, customers, contracts, employees, and invitees to have reasonably necessary ingress/egress to the Golf Course Property and any reasonably necessary drainage easements, irrigation line easements, cart path easements, and golf play easements (the "Street Facilities and Easements").

Section 2.11 **Public Hotel Financing**. The City shall provide non-financial cooperation to TAP and/or the Club Owner in obtaining public financing assistance, if any, for the development of a hotel/conference center on all or a portion of the Central Property. This section shall not obligate the City to provide any financing, funds or assets, nor shall it obligate Club Owner or TAP to develop a hotel/conference center on all or a portion of the Central Property.

Section 2.12 **City of College Station Land.** The Parties acknowledge that a portion of the Land is located within the city limits of College Station, Texas, and the City must obtain a Certificate of Convenience and Necessity (the "CCN") from the Texas Commission on Environmental Quality in order to provide water and wastewater services to such land. The City shall continue to use all reasonable efforts to obtain the CCN as soon as reasonably possible. Provided the City obtains the CCN, City agrees to construct or cause to be constructed, at its sole cost and expense, the necessary infrastructure to service the College Station Land, including a lift station with sufficient capacity to sever the wastewater lines provided by the City serving the College Station Land.

Section 2.13 **Power Lines**. The City agrees to use reasonable efforts to cause Bryan Texas Utilities to move the power lines running across Parcel 12, as depicted on the Approved Master Plan, as soon as is reasonably practicable so as to accommodate the development of such parcel by the Partnership.

III.

TAP'S OBLIGATIONS

Section 3.01 **Development Services**. TAP has certain obligations to contribute cash and other development services from time to time to the Partnership to develop the Land contributed to the Partnership by BCDI consistent with the phasing schedule of the Approved Master Plan and the Partnership Agreement, including the Neighborhood Subdivision Improvements for the Development Units within the Planned Community, but excluding all of the Major Project Improvements. The Partnership shall have no fixed take-down schedule. The number of Lots developed (if any) in a particular year shall be determined as market demand and economic cycles dictate. TAP shall have the right to cause the Partnership to obtain third-party financing in connection with installing the Neighborhood Subdivision Improvements or any other improvements in connection with developing a Development Unit, and to use such Development Unit to secure such financing; provided, however any financing obtained on behalf of the Partnership shall be negotiated at arm's-length and on terms generally consistent with comparable financing for similar projects in the State of Texas.

Section 3.02 **Governance Framework**. The City and TAP acknowledge that the CC&R's have been created and recorded, and that TAP has caused to be created in connection therewith the owners associations and architectural control committees to ensure compliance with said CC&R's.

IV.

REGULATIONS APPLYING TO DEVELOPMENT

Section 4.01 **Subdivision Regulations and Public Improvement Specifications Applicable to Development**. TAP and City agree that the Project will be developed in phases over an undetermined period of time and will involve numerous subdivisions requiring the platting of the Project in accordance with this Agreement. Furthermore, City acknowledges that the feasibility of the development of the Project is dependent on a predictable regulatory environment and stability in the design of subdivisions and the design and construction of public improvements related thereto. The City and TAP agree and confirm that the development of the Project will be best accomplished through this Agreement and will substantially advance the legitimate interest of the City in fostering economic development within the City. The City and its City Council further find that the execution of this Agreement is not inconsistent or in conflict with any existing City ordinances, codes and regulations.

Section 4.02 **Zoning**. The Parties acknowledge that the Land is zoned PD-M.

Section 4.03 **Permitting**. City will waive all permitting fees, subdivision fees, impact fees and similar charges relating to development in the Project which are required to be paid by TAP or the Partnership as the developer, but not fees which are chargeable to Lot purchasers.

Section 4.04 **Approval of Master Plan**. Attached hereto as Exhibit E is the most recent version of the approved Master Land Use Plan applicable to the Planned Community agreed to

by the Parties under the Original MEDA (the "Approved Master Plan"). The Parties acknowledge and agree that portions of the Approved Master Plan are out of date or inaccurate due to changes from time to time in the Project. The City and TAP agree to work together diligently and in good faith to develop an updated Approved Master Plan as soon as reasonably practicable following the date hereof to the extent such changes are required by the Parties to accurately reflect the current plan for the development of the remainder of the Project. Upon the agreement between the City and TAP as to the Approved Master Plan, such plan shall be incorporated into this Agreement for all purposes. There shall be no amendments or modifications to the Approved Master Plan without the prior written consent of both the City and TAP.

Section 4.05 **Master Drainage Plan**. Attached hereto as Exhibit F is the most recent version of the approved master drainage plan applicable to Planned Community agreed to by the Parties under the Original MEDA (the "Approved Master Drainage Plan"). The Parties acknowledge and agree that portions of the Approved Master Drainage Plan may be out of date or inaccurate due to changes from time to time in the Project. The Parties agree to work together diligently and in good faith to develop an updated Approved Master Drainage Plan to the extent such changes are required by the Parties to accurately reflect the current plan for the continued development of the remainder of the Project. Upon the agreement between the City and TAP as to the Approved Master Drainage Plan, such plan shall be incorporated into this Agreement for all purposes. There shall be no amendments or modifications to the Approved Master Drainage Plan without the prior written consent of both the City and TAP.

V.

EXTENSION OF CITY WATER AND WASTEWATER

Section 5.01 **Easements for Utilities**. BCDI agrees to dedicate to the City, such permanent utility easements on the Planned Community as are reasonably required for the construction, reconstruction, repair, replacement, maintenance and operation of Major Project Improvements, including without limitation, sites for any related sanitary sewer lift stations, to the extent that any of such easement were not previously granted under the Original MEDA. BCDI further agrees to provide such temporary construction easements and temporary materials storage sites as may be reasonably requested by the City, TAP, or the Partnership for use during construction of the Major Project Improvements or Neighborhood Subdivision Improvements.

Section 5.02 **Design and Capacity of the City Improvements**. TAP and City agree that:

a. City shall be obligated to provide at least the same level of water and wastewater service to the Project that is generally provided to City's other water and wastewater customers and at the same rates as provided such other customers or as is otherwise required by federal or state law or regulation; and,

b. In the event City authorizes the connection of water distribution or wastewater collection systems constructed in other subdivisions not located within the Project to water distribution or wastewater transmission mains serving subdivisions located within the

Project such that additional water supply capacity required by properties outside the Project or additional flows of wastewater originating from outside the Project accelerate the need to increase the capacity in said transmission mains in order to provide adequate capacity to serve subdivisions located within the Project, City will be responsible for providing the necessary upgrades.

VI.

TRADE PROGRAM

Section 6.01 **Trade Program**. The Partnership shall be free to offer owners of Lots the right to trade an Initial Lot for a Trade Lot of greater value in future phases of the Project. The Partnership shall accept an Initial Lot in trade for the Trade Lot and the payment of the Trade Consideration. Any sales commission and the development fees payable to TAP under the Partnership Agreement shall be based upon the Trade Consideration.

VII.

TERM/TERMINATION/SURVIVAL/DEFAULT

Section 7.01 **Term of Agreement**. This Agreement shall be in effect as to all provisions for a term sufficient to accommodate the development of the Project; in any event, however, not to exceed twenty (20) years from the date hereof. The term of this Agreement:

i. shall be subject to earlier termination as provided herein, or

ii. may be amended, extended, or terminated by mutual written agreement of the parties.

Section 7.02 **Rights and Remedies**. Failure by any Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days for a default involving the payment of money or a period a sixty (60) days for a non-monetary default (the "Cure Period") after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the non-monetary default is such that more than sixty (60) days would reasonably be, required to perform such action of comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said 60-day period and diligently proceeds to complete such performance or fulfill such obligation as soon as reasonably possible thereafter. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages or mandamus. Without limiting the foregoing, if the City (or as applicable BCDI) defaults under this Agreement, TAP may (i) terminate this Agreement and thereby be relieved and released of all obligations hereunder, or (ii) enforce this Agreement by seeking a writ of mandamus from a Brazos County District Court. In addition to the other remedies set forth herein, in the event of a

default by the City or BCDI, which is not cured within the time period specified herein, TAP may, at its option, cure such default. In such event, City and BCDI will pay to TAP the reasonable and necessary costs of such cure expended by TAP, together with, to the extent permitted by law interest thereon from the date of disbursement by TAP at the rate of twelve percent (12%) per annum. Any amount not so paid within thirty (30) days of demand therefore may, in addition to other remedies available to TAP, be offset by TAP from any distributions otherwise due BCDI under the Partnership Agreement.

VIII.

ADDITIONAL PROVISIONS

Section 8.01 **Amendments**. This Agreement may be modified or amended only by the written agreement of the parties hereto. Notwithstanding anything herein, the consent of future owners of the Project (excluding TAP or any affiliate thereof) to amendments hereto shall be required only if such right is conferred to said owners in their respective vesting deeds.

Section 8.02 **Entire Agreement**. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, resolutions and understandings, if any, by and/or between the parties respecting such matters.

Section 8.03 **Notices**. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by courier or overnight delivery service or, (ii) sent by facsimile, or (iii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. If the notice is sent by facsimile, it must be properly addressed, reflecting the facsimile phone number of the addressee(s), and must be transmitted by a facsimile which produces a dated message completed confirmation. All notices hand delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

If to TAP:

Traditions Acquisition Partnership, L.P.
1 Houston Center
1221 McKinney, Suite 3700
Houston, Texas 77010
Attn: Peter H. Currie
Phone: 713-209-1100
Fax: 713-209-1103

With a Copy to:

William Cole Clubs/Resorts
2611 FM 1960 West, Suite H-225
Houston, Texas 77068
Attn: Spencer Clements
Phone: 281-580-2085
Fax: 281-580-2095

With a Copy to:

Bracewell & Giuliani LLP
711 Louisiana St., Suite 2300
Houston, Texas 77002
Attn: Clark G. Thompson, Jr.
Phone: 713-221-1414
Fax: 713-221-2116

If to City:

City of Bryan
P. O. Box 1000
Bryan, Texas 77805-1000
Attn: City Manager
Phone: 979-209-5119
Facsimile: 979-209-5119

If to BCDI:

Bryan Commerce and Development, Incorporated
P.O. Box 1000
Bryan, Texas 77805-1000
Attn: City Manager
Phone: 979-209-5106
Fax: 979-209-5106

Section 8.04 **Savings and Severability**. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

Section 8.05 **Applicable Law**. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties hereunder are deemed lo have been performed in Brazos County, Texas.

Section 8.06 **Agreement Binding on Successors**. This Agreement and all covenants, rights, benefits and privileges hereunder, shall be binding upon and shall inure to the benefit of

the parties hereto and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other except as contemplated with respect to the City pursuant to Section 2.01.

Section 8.07 **Non-Waiver**. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 8.08 **Warranty of Capacity**. Each individual and entity executing this Agreement hereby represents and warrants that it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

Section 8.09 **Time is of the Essence**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

Section 8.10 **Change of Address**. Any party may change its address for notice by written notice given to the other in the manner provided herein.

Section 8.11 **Execution of Multiple Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided. Each signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

Section 8.12 **Additional Instruments**. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

Section 8.13 **Memorandum of Agreement**. The Parties agree to execute a memorandum of this Agreement in form of Exhibit D attached hereto and cause such memorandum to be recorded at the Office of the County Clerk in the Official Records of Brazos County, Texas.

Section 8.14 **Parcels**. All reference to numbered "Parcels" in this Agreement shall refer to the Parcels of land as numbered on the Approved Master Plan.

Section 8.15 **Exhibits and Schedules**. The following Exhibits and Schedules are attached hereto and incorporated herein:

Exhibits

A	Legal Description of Land
B	Central Property
C	Parcel 35

D	Memorandum of Master Economic Development Agreement
E	Approved Master Plan
F	Approved Master Drainage Plan

EXECUTED to be effective for all purposes as of October 14, 2009

CITY OF BRYAN,
a Texas home rule city

By: _____
Name: D. Mark Conlee
Its: Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
Janis Hampton

BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED,
a Texas local government corporation

By: _____
Name: D. Mark Conlee
Its: President

TRADITIONS ACQUISITION PARTNERSHIP, L.P.
a Texas limited partnership

By: Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, its General Partner

By: _____
Name: Peter H. Currie
Its: President

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

The legal description of the Land is set forth on the following eight (8) unnumbered pages.

EXHIBIT A-1

Being all that certain 338.51 acre tract or parcel of land, lying and being situated in the J. H. Jones Survey, Abstract No. 26, Zeno Phillips Survey, Abstract No. 45, Brazos County, Texas, and being part of the 340 acre First Tract and all of the 10 acre Second Tract described in the deed from L. P. Gabbard and wife, Mildred H.Gabbard, to Richard Bruce Gabbard, Dexter T. Gabbard and James G. Gabbard, recorded in Volume 275, Page 81, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the 1/2" iron rod found at the fence corner marking the east corner of the beforementioned 340 acre tract, same being the east corner of the 100 acre First Tract (Volume 104, Page 456);

THENCE along the average fence line found marking the southeast line of the beforementioned 340 acre tract as follows:

S 45° 50' 17" W	1351.31 feet to a 1/2" iron rod,
S 45° 58' 24" W	478.74 feet to a 6" post found,
S 44° 18' 43" W	234.54 feet to a 16" Post Oak tree,
S 47° 37' 14" W	412.07 feet to a 9" Red Oak tree,
S 44° 32' 35" W	694.61 feet to a 15" Blackjack tree,
S 47° 17' 41" W	700.08 feet to an iron pipe found at the fence corner marking the south corner of the said 340 acre tract, same being the south corner of the 200 acre Second Tract (Volume 104, Page 456);

THENCE along the average fence line found marking the southwest line of the beforementioned 340 acre tract as follows:

N 44° 25' 57" W	806.32 feet to a 1/2" iron rod found marking the north corner of the B. J. Kling 25.10 acre tract,
N 43° 45' 27" W,	at a distance of 1500.00 feet, pass a 1/2" iron rod set, continue on for a total distance of 3004.72 feet to a 1/2" iron rod set at the west corner of the said 340 acre tract, same being the west corner of the 40 acre Third Tract (Volume 104, Page 456);

THENCE N 45° 56' 24" E along the northwest line of the beforementioned 340 acre tract, same being along or near the northwest line of the J. H. Jones Survey, A-26, for a distance of 2755.85 feet to a 1/2" iron rod set in the southwest line of a 123.07 acre tract described in the deed from Richard Bruce Gabbard, et ali, to William G. Adkins, recorded in Volume 473, Page 128, of the Deed Records of Brazos County, Texas;

THENCE along the southwest and southeast lines of the beforementioned 123.07 acre tract as follows:

S 56° 54' 25" E	13.12 feet to a 1/2" iron rod found marking the south corner of the said 123.07 acre tract,
N 77° 50' 49" E	1258.76 feet to a 1/2" iron rod found marking the most easterly south corner of the said 123.07 acre tract, said iron rod being in the southwest line of Lot 5, Block A, Westwood Estates Subdivision, according to the plat recorded in Volume 342, Page 529, of the Deed Records of Brazos County, Texas;

EXHIBIT A-1

THENCE along the southwest line of the beforementioned Westwood Estates Subdivision as follows:

S 46° 04' 16" E	454.64 feet,
S 36° 50' 04" E	129.52 feet,
S 45° 08' 16" E	169.11 feet to an iron rod found,
S 64° 30' 22" E	1628.27 feet to an iron rod found in the fence marking the southeast line of the beforementioned 10 acre tract;

THENCE S 45° 49' 42" W along the fence found marking the southeast line of the beforementioned 10 acre tract for a distance of 540.98 feet to an iron rod found marking the south corner of the said 10 acre tract;

THENCE S 44° 11' 47" E along the fence found marking the northeast line of the beforementioned 340 acre tract for a distance of 857.12 feet to the PLACE OF BEGINNING, containing 338.51 acres of land, more or less.

SAVE & EXCEPT:

Being all that certain 40.00 acre tract or parcel of land, lying and being situated in the J. H. Jones Survey, Abstract No. 26, Zeno Phillips Survey, Abstract No. 45, Brazos County, Texas, and being part of the 340 acre First Tract and all of the 10 acre Second Tract described in the deed from L. P. Gabbard and wife, Mildred H. Gabbard, to Richard Bruce Gabbard, Dexter T. Gabbard and James G. Gabbard, recorded in Volume 275, Page 81, of he Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the iron rod found marking the south corner of the beforementioned 10 acre tract, said iron rod being on or near the northeast line of the J. H. Jones Survey, A-26;

THENCE S 45° 49' 42" W for a distance of 189.02 feet to a 1/2" iron rod set for corner;

THENCE N 64° 30' 22" W for a distance of 1411.82 feet to a 1/2' iron rod set for corner;

THENCE N 44° 33' 48" W for a distance of 1369.37 feet to a 1/2" iron rod set for corner in the southeast line of a 123.07 acre tract described in the deed from Richard Bruce Gabbard, et ali, to William G. Adkins, recorded in Volume 473, Page 128, of the Deed Records of Brazos County, Texas;

THENCE N 77° 50' 49" E along the southeast line of the beforementioned 123.07 acre tract for a distance of 781.68 feet to a 1/2" iron rod found marking the most easterly south corner of the said 123.07 acre tract, said iron rod being in the southwest line of Lot 5, Block A, Westwood Estates Subdivision, according to the plat recorded in Volume 342, Page 529, of the Deed Records of Brazos County, Texas;

THENCE along the southwest line of the beforementioned Westwood Estates Subdivision as follows:

S 46° 04' 16" E	454.64 feet,
S 36° 50' 04" E	129.52 feet,
S 45° 08' 16" E	169.11 feet to an iron rod found,
S 64° 30' 22" E	1628.27 feet to an iron rod found in the fence marking the southeast line of the beforementioned 10 acre tract;

THENCE S 45° 49' 42" W along the fence found marking the southeast line of the beforementioned 10 acre tract for a distance of 540.98 feet to the PLACE OF BEGINNING, containing 40.00 acres of land, more or less.

EXHIBIT A-2

TRACT 1:

Being all that certain tract or parcel of land, lying and being situated in the J.H. JONES LEAGUE, A-26, in Brazos County, Texas, and being a part of that 501.31 acre tract of land conveyed to H.E. Burgess by the Oakwood Realty Company, George B. Wilcox, Secretary, by deed dated March 14, 1946, and recorded in Volume 123, Page 228, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING: at an iron rod at the most westerly corner of said 501.31 acre tract;
THENCE: N 44° 51' 51" E - 1685.73 feet to a fence corner for corner;
THENCE: S 45° 00' 00" E - 2388.45 feet to an iron rod for corner;
THENCE: N 44° 03' 11" E - 2565.04 feet to an iron rod for corner in the west right-of-way line of a County Road;
THENCE: S 28° 20' 50" E - 413.63 feet along said County Road line to a fence corner for corner;
THENCE: S 53° 47' 55" W - 737.57 feet to a fence corner for corner;
THENCE: S 33° 06' 06" E - 1899.55 feet to a fence corner for corner;
THENCE: S 45° 03' 32" W - 1632.60 feet to a fence corner for corner;
THENCE: N 45° 44' 21" W - 207.45 feet to a fence corner for corner;
THENCE: S 45° 05' 32" W - 804.68 feet to a fence corner for corner;
THENCE: N 43° 02' 29" W - 642.42 feet to a fence corner for corner;
THENCE: S 44° 39' 07" W - 622.00 feet to a fence corner for corner;
THENCE: N 45° 01' 04" W - 3635.40 feet to the PLACE OF BEGINNING and containing 241.04 acres of land, more or less.

SAVE & EXCEPT:

Being all of that certain tract or parcel of land, lying and being situated in the J.H. JONES LEAGUE, Brazos County, Texas, and being a part of that 501.31 acre tract of land, conveyed to H.E. Burgess by the Oakwood Realty Company, George B. Wilcox, Secretary, by deed dated March 14, 1946, and recorded in Volume 123, Page 228, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

COMMENCING: at an iron rod at the most northerly corner of said 501.31 acre tract;
THENCE: N 44° 51' 51" E - 1266.78 feet to a point for the PLACE OF BEGINNING;
THENCE: N 44° 51' 51" E - 418.95 feet to a fence corner for corner;
THENCE: S 45° 00' 00" E - 2388.45 feet to an iron rod for corner;
THENCE: S 44° 03' 11" W - 419.01 feet to a point for corner;
THENCE: N 45° 00' 00" W - 2394.38 feet to the PLACE OF BEGINNING and containing 23.00 acres of land, more or less.

TRACT 2:

Being all of that certain tract or parcel of land, lying and being situated in the J.H. JONES LEAGUE, A-26, Brazos County, Texas, and being a part of that 501.31 acre tract of land, conveyed to H.E. Burgess by the Oakwood Realty Company, George B. Wilcox, Secretary, by deed dated March 14, 1946, and recorded in Volume 123, Page 228, Deed Records of Brazos County, Texas, and being described as follows:

COMMENCING at an iron rod at the most westerly corner of said 501.31 acre tract;

THENCE: N 44° 51' 51 E 1266.78 feet to a point for the PLACE OF BEGINNING;

THENCE: N 44° 51' 51" E 418.95 feet to a fence corner for corner;

THENCE: N 36° 45' 30" W 601.64 feet to a fence corner for corner;

THENCE: N 44° 03' 11" E 2519.03 feet to a fence corner for corner;

THENCE: S 45° 00' 00" E 2947.84 feet and S 28° 20' 50" E 36.63 feet to an iron rod for corner;

THENCE: S 44° 03' 11" W 2984.05 feet to a point for corner;

THENCE: N 45° 00' 00" W 2394.38 feet to the PLACE OF BEGINNING; and containing 200 acres of land, more or less.

EXHIBIT A-3

Being all that certain tract or parcel of land lying and being situated in the John H. Jones League in Brazos County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northeasterly line of the Mrs. Lena Burger 306.97 acre tract, this point being N 45° 35' W 805.3 feet from an iron pipe marking the south corner of the Gabbard Tract the same being a common corner with the Burgess tract, this beginning point also being as common corner with the Mary Jones James 76.74 acre tract;

THENCE N 45° 35' W along the common line between this tract and said Gabbard tract for a distance of 3,027.9 feet and corner;

THENCE S 43° 28' W for a distance of 1,472.2 feet and corner;

THENCE S 45° 35' E along the common line between this tract and the Gainer B. Jones 127.91 acre tract, hereinafter described, for a distance of 3,027.9 feet and corner in the northwest line of the Mary Jones James 76.74 acre tract;

THENCE N 43° 28' E along the common line with said 76.74 acre tract for a distance of 1,472.2 feet to the PLACE OF BEGINNING containing 102.32 acres of land, more or less.

EXHIBIT A-4

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being situated in the John H. Jones Survey, A-26 in the City of Bryan, Brazos County, Texas, and being part of the 127.91-acre Gainer B. Jones, Jr. tract recorded in Volume 1242, Page 430 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the north corner of said Jones tract;

THENCE along the northeast line of said Jones tract S 47°54'55" E, 324.22 feet to a 1/2" iron rod set at the intersection of said line with the east line of the 30' Public Utility Easement granted to the City of Bryan in Volume 4381, Page 143 of the O.P.R.B.C. for the north corner of this tract and the PLACE OF BEGINNING;

THENCE continuing along the northeast line of said Jones tract S 47°54'55" E, 2067.76 feet to a 1/2" iron rod set at the intersection of said line with the northwest line of another 30' Public Utility Easement granted to the City of Bryan in Volume 4381, Page 143 of the O.P.R.B.C. for the east corner of this tract;

THENCE into said Jones tract along the northwest line of said Easement S 63°40'04" W, 491.47 feet to a 1/2" iron rod set;

THENCE continuing along the northwest line of said Easement S 44°44'13" W, 642.53 feet to a 1/2" iron rod set for the south corner of this easement;

THENCE along the north line of said Easement N 68°02'59" W, 1312.39 feet to a 1/2" iron rod set;

THENCE continuing along the north line of said Easement N 85°54'20" W, 212.13 feet to a 1/2" iron rod set for the west corner of this tract;

THENCE along the east line the first 30' Public Utility Easement N 38°11'28" E, 847.73 feet to a 1/2" iron rod set;

THENCE continuing along the east line of said Easement N 16°28'55" E, 926.36 feet to the PLACE OF BEGINNING containing 50.6554 acres.

EXHIBIT A-5

Tract One:
A 44.97 acre tract or parcel of land, lying and being situated in the T. J. WOOTEN SURVEY, ABSTRACT NO. 59, Bryan, Brazos County, Texas; and being more particularly described in a Warranty Deed from Nelleen Restmeyer to Bryan Commerce and Development Incorporated dated November 9, 2000, and recorded in Volume 3978, Page 137 of the Official Records of Brazos County, Texas.

Tract Two:
A 26.76 acre tract or parcel of land lying and being situated in the T. J. Wooten Survey, Abstract No. 59, Bryan, Brazos County, Texas; and being more particularly described in a Warranty Deed from The Estate of John William Davros to Bryan Commerce and Development, Incorporated dated August 1, 2001, and recorded in Volume 4267, Page 316 of the Official Records of Brazos County, Texas.

Tract Three:
A 28.40 acre tract or parcel of land lying and being situated in the T. J. Wooten Survey, Abstract No. 59, Bryan, Brazos County, Texas; and being more particularly described in a Warranty Deed from The Estate of John William Davros to Bryan Commerce and Development, Incorporated dated August 1, 2001, and recorded in Volume 4267, Page 320 of the Official Records of Brazos County, Texas.

Tract Four:
Tract 1 containing 25.01 acre tract or parcel of land, lying and being situated in the J. H. Jones Survey, Abstract No. 26, Brazos County, Texas; and Tracts 2 and 3 being all those certain tracts, parcels or strips of land lying and being situated in the John H. Jones League, Abstract No. 26, Brazos County, Texas; said three (3) tracts being more particularly described in a Warranty Deed from Billy J. Kling to Bryan Commerce and Development, Incorporated dated November 28, 2000, and recorded in Volume 3989, Page 201 of the Official Records of Brazos County, Texas.

(Collectively, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 are referred to as the "Parent Tract.")

SAVE AND EXCEPT and there is excepted from the Parent Tract the following parcels of land:

Parcel One:
Tract One containing 16.581 acres, more or less, Tract Two containing 12.665 acres, more or less; and Tract Three containing 39.232 acres, more or less, all lying and being situated in the J. H. JONES SURVEY, A-26 and the THOMAS J. WOOTEN SURVEY, A-59, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated February 24, 2004, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 5897, Page 277, Official Records of Brazos County, Texas.

Parcel Two:
20.032 acre tract of land out of the J. H. Jones Survey, A-26, Bryan, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated June 25, 2004, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 6174, Page 45, Official Records of Brazos County, Texas.

Parcel Three:
6.34 acres, more or less, situated in the Thomas J. Wooten League, Abstract No. 59 and the J. H. Jones Survey, Abstract No. 26, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated September 27, 2004, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 6336, Page 101, Official Records of Brazos County, Texas.

Parcel Four:
27.80 acre tract or parcel of land, lying and being situated in the J. H. Jones Survey, Abstract No. 26, Bryan, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated February 25, 2005, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 6587, Page 183, Official Records of Brazos County, Texas.

Parcel Five:
Tract One - (Phase 9) containing 1.762 acres; Tract Two - (Phase 10) containing 9.913 acres; and Tract Three - (Phase 11) containing 18.803 acres, lying and being situated in the J. H. Jones Survey, Abstract No. 26 and the Thomas J. Wooten League, Abstract No. 59, Bryan, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated May 13, 2005, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 6668, Page 210, Official Records of Brazos County, Texas.

Parcel Six:
Phase 12 - 5.86 acre tract; Phase 13 - 10.948 acre tract; and Phase 14 - 28.342 acres, lying and being situated in the J. H. Jones Survey, Abstract No. 26, Bryan,

Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated January 26, 2006, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 7125, Page 182, Official Records of Brazos County, Texas.

Parcel Seven:
19.82 acre tract, more or less, situated in the Thomas J. Wooten League, A-59 and the J. H. Jones Survey, A-26, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated August 10, 2006, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 7514, Page 153, Official Records of Brazos County, Texas.

Parcel Eight:
19.62 acre tract, more or less, situated in the Thomas J. Wooten League, A-59 and the J. H. Jones Survey, A-26, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated December 14, 2007, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 8377, Page 180, Official Records of Brazos County, Texas.

Parcel Nine:
1.65 acre tract, more or less, situated in the J. H. Jones Survey, A-26, Brazos County, Texas, and being more particularly described in the Special Warranty Deed dated October 21, 2008, from Bryan Commerce and Development, Incorporated to Bryan/Traditions, LP recorded in Volume 8843, Page 279, Official Records of Brazos County, Texas.

Parcel Ten:
Any portion of the Parent Tract lying in the property described in a deed from Bryan Commerce and Development, Incorporated to Traditions Club by Melrose, LLC and recorded in Volume 5153, Page 1 of the Official Records of Brazos County, Texas.

Parcel Eleven:
Any portion of the Parent Tract lying in the property described in a Gift Deed from Bryan Commerce and Development, Incorporated to the Board of Regents of Texas A&M University System and recorded in Volume 7988, Page 209, of the Official Records of Brazos County, Texas.

Parcel Twelve:
Any portion of the Parent Tract lying in the property described in a Gift Deed from Bryan Commerce and Development, Incorporated to the City of Bryan recorded in Volume 8332, Page 207 of the Official Records of Brazos County, Texas.

EXHIBIT B

CENTRAL PROPERTY

The Central Property is depicted on the Approved Master Plan as Parcels 1 and 2, and is legally described as follows:

Lot 2 and Lot 3, Block 1, of Traditions Subdivision Pahse 16, according to the Replat thereof filed under Vol. 8094, Pg. 81, in the Official Records of the County Clerk of Brazos County, Texas.

EXHIBIT C

PARCEL 35

(See Attached)

Parcel 35 is legally described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being situated in the John H. Jones Survey, A-26 in the City of Bryan, Brazos County, Texas, and being part of the 127.91-acre Gainer B. Jones, Jr. tract recorded in Volume 1242, Page 430 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the north corner of said Jones tract;

THENCE along the northeast line of said Jones tract S 47°54'55" E, 324.22 feet to a 1/2" iron rod set at the intersection of said line with the east line of the 30' Public Utility Easement granted to the City of Bryan in Volume 4381, Page 143 of the O.P.R.B.C. for the north corner of this tract and the PLACE OF BEGINNING;

THENCE continuing along the northeast line of said Jones tract S 47°54'55" E, 2067.76 feet to a 1/2" iron rod set at the intersection of said line with the northwest line of another 30' Public Utility Easement granted to the City of Bryan in Volume 4381, Page 143 of the O.P.R.B.C. for the east corner of this tract;

THENCE into said Jones tract along the northwest line of said Easement S 63°40'04" W, 491.47 feet to a 1/2" iron rod set;

THENCE continuing along the northwest line of said Easement S 44°44'13" W, 642.53 feet to a 1/2" iron rod set for the south corner of this easement;

THENCE along the north line of said Easement N 68°02'59" W, 1312.39 feet to a 1/2" iron rod set;

THENCE continuing along the north line of said Easement N 85°54'20" W, 212.13 feet to a 1/2" iron rod set for the west corner of this tract;

THENCE along the east line the first 30' Public Utility Easement N 38°11'28" E, 847.73 feet to a 1/2" iron rod set;

THENCE continuing along the east line of said Easement N 16°28'55" E, 926.36 feet to the PLACE OF BEGINNING containing 50.6554 acres.

EXHIBIT D

MEMORANDUM OF MASTER DEVELOPMENT AGREEMENT

MEMORANDUM OF AMENDED AND RESTATED MASTER ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

THIS MEMORANDUM OF AMENDED AND RESTATED MASTER ECONOMIC DEVELOPMENT AGREEMENT (this "Memorandum") is entered into by and among TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership ("TAP") (successor in interest to Melrose Community Properties, L.P.), BRYAN COMMERCE AND DEVELOPMENT, INC., a Texas local government corporation ("BCDI"), and CITY OF BRYAN, a Texas home rule city (all of the foregoing parties to this Agreement shall be collectively referred to herein as the "Parties", and sometimes individually referred to as a "Party"),

WHEREAS, The City and Melrose Community Properties, L.P. (f/k/a Jordan Community Properties, L.P.), a Texas limited partnership ("MCP"), entered into that certain Master Economic Development Agreement dated November 2, 1999, as amended, supplemented and modified as of the date hereof (the "Original MEDA"), and TAP has acquired all of the interests of MCP in and to the Original MEDA.

WHEREAS, The Parties are executing this Memorandum in order to evidence their execution of that certain Amended and Restated Master Economic Development Agreement dated effective _____, 2009 (the "Agreement"), pursuant to which the Parties have amended and restated the Original MEDA in its entirety, and made certain agreements regarding the real property located in Bryan, Brazos County, Texas, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Land").

NOW, THEREFORE, the Parties have caused this Memorandum to be placed of record for the purpose of putting third parties on notice of the existence of the Agreement. The Agreement provides for certain rights and obligations of the Parties, including without limitation rights and obligations relating to covenants of the City and BCDI to contribute portions of the Land, from time to time, to Bryan/Traditions, LP, a Texas limited partnership (the "Partnership"), which is a partnership formed between TAP and BCDI for the purpose, among other things, of performing obligations contemplated in the Agreement. The Agreement, among other things, creates certain restrictions and covenants running with the Land and are intended to be binding upon the respective successors and assigns of City, BCDI, and TAP. The Land shall be sold to any third party other than the Partnership subject to the terms of the Agreement.

The purpose of this Memorandum is solely to notify all third parties dealing with the Land of the need to examine a copy of the Agreement, as it may be amended from time to time, prior to effectuating any transaction which would pertain to the Land or any interest therein.

Upon the recording of a deed conveying any portion of the Land from BCDI to the Partnership, the recording of such deed shall act as a release of the portion of the Land described therein from encumbrance by this Memorandum without any further action on the part of the Parties.

This Memorandum amends and restates and supersedes that certain Memorandum of Master Economic Development Agreement dated March 2, 1999, and recorded at Volume 4152, Page 1 of the Official Records of Brazos County, Texas. This Memorandum in no way modifies or amends the terms and provisions of the Agreement. In the event of any irreconcilable conflict between this Memorandum and the Agreement, the Agreement shall govern and control. This Memorandum may be executed in multiple counterparts that together constitute a single document.

[Signature Page Follows]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed on the date(s) set forth in the acknowledgments, to be effective as of _____, 2009.

TAP:

TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership

By: Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, its General Partner

By: Peter H. Currie
Name: Peter H. Currie
Title: President

BCDI:

BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED,
a Texas local government corporation

By:_____
Name:_____
Title:_____

CITY:

CITY OF BRYAN,
a Texas home rule city

By:_____
Name:_____
Title:_____

STATE OF TEXAS '

COUNTY OF HARRIS '

DANIELLE NICOLE WYNNE
MY COMMISSION EXPIRES
August 19, 2012

This instrument was acknowledged before me on Sept. 11, 2009, by Peter H. Carrie, President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, as general partner on behalf of Traditions Acquisition Partnership, L.P., a Texas limited partnership.

Danielle N. Wynne
Notary Public in and for the State of Texas
Printed Name: Danielle N. Wynne
My Commission Expires: Aug 19, 2012

STATE OF TEXAS '

COUNTY OF HARRIS '

This instrument was acknowledged before me on _____, 2009, by _____, _____ of Bryan Commerce and Development Incorporated, a Texas local government corporation, on behalf of said local government corporation.

_____
Notary Public in and for the State of Texas
Printed Name:_____
My Commission Expires:_____

STATE OF TEXAS '

COUNTY OF BRYAN '

This instrument was acknowledged before me on _____, 2009, by _____, _____ of City of Bryan, a Texas home rule city, on behalf of said home rule city.

_____
Notary Public in and for the State of Texas
Printed Name:_____
My Commission Expires:_____

EXHIBIT A

Description of the Land

[To be inserted upon execution]

EXHIBIT E

APPROVED MASTER PLAN

(See attached)

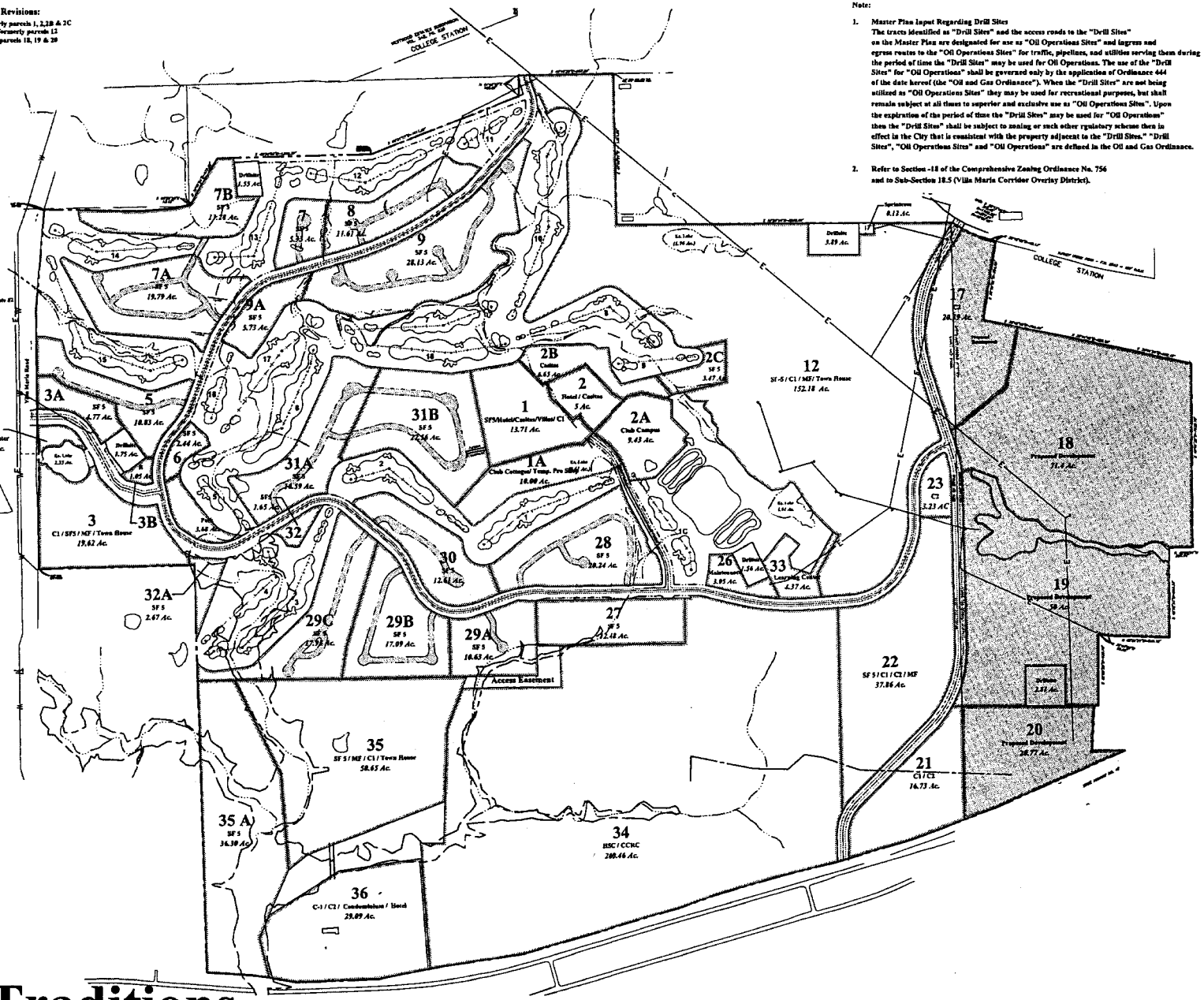
Parcel Number Revisions:

Parcel 1 & 2 formerly parcels 1, 2,2B & 2C
Parcel 12, 23 & 24 formerly parcels 12
Parcel 19 formerly parcels 18, 19 & 20

Note:

1. Master Plan Input Regarding Drill Sites
   The tracts identified as "Drill Sites" and the access roads to the "Drill Sites" on the Master Plan are designated for use as "Oil Operations Sites" and ingress and egress routes to the "Oil Operations Sites" for traffic, pipelines, and utilities serving them during the period of time the "Drill Sites" may be used for Oil Operations. The use of the "Drill Sites" for "Oil Operations" shall be governed only by the application of Ordinance 444 of the date hereof (the "Oil and Gas Ordinance"). When the "Drill Sites" are not being utilized as "Oil Operations Sites" they may be used for recreational purposes, but shall remain subject at all times to superior and exclusive use as "Oil Operations Sites". Upon the expiration of the period of time the "Drill Sites" may be used for "Oil Operations" then the "Drill Sites" shall be subject to zoning or such other regulatory scheme then in effect in the City that is consistent with the property adjacent to the "Drill Sites." "Drill Sites", "Oil Operations Sites" and "Oil Operations" are defined in the Oil and Gas Ordinance.

2. Refer to Section -18 of the Comprehensive Zoning Ordinance No. 756 and to Sub-Section 18.5 (Villa Maria Corridor Overlay District).



Traditions

A planned residential golf community development

Legend:

C 1 -	Commercial
C 2 -	Retail
SF5 -	Single Family (5,000 sf. min.)
O-	Office
MF -	Multifamily

Crosshatching: City of College Station City Limits

Development Plan for: PD-M Zoning

1 Ac.

MICHAEL REDD & ASSOCIATES, P.A.

Traditions
City of Bryan, Texas

DATE: 09.24.07
REV:
SCALE: 1"=800'

SHEET NORTH 0 100 800

1A

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EXHIBIT F

APPROVED MASTER DRAINAGE PLAN

(See attached)

City of Bryan

Traditions Golf Course
Storm Water Master Plan

June 20, 2001

Prepared For:

The City of Bryan
300 South Texas Avenue
Austin, Texas 77803

Prepared By:

Camp Dresser & McKee Inc.
9111 Jollyville Road
Suite 105
Austin, TX 78759

STATE OF TEXAS
ALLEN D. WOELKE
54386
REGISTERED
PROFESSIONAL ENGINEER

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Section 1
Purpose and Introduction

The purpose of this Storm Water Master Plan is to model the Traditions development area under the proposed development conditions in order to conceptually design detention facilities and determine the overall impact on BFEs within the development. The detention facilities will be designed to allow the 25-year peak flows from the development to be no greater under developed conditions than under existing conditions. The 25- and 100-year design storms being used currently within other Flood Hazard Studies within the City will be used for this Storm Water Master Plan. The RUNOFF block of the Storm Water Management Model (SWMM) will be used for hydrologic simulations, and the EXTRAN block of SWMM will be used for hydraulic simulations.

The Traditions project area comprises approximately 710 acres within the Turkey Creek watershed and another 234 acres outside of the Turkey Creek watershed, as shown in Figure 1. This study focuses primarily on the area within the Turkey Creek watershed since development within this area is scheduled to occur first. Development outside of the watershed is planned for a future phase. To accurately assess the impacts of the Traditions development on Turkey Creek and its major tributaries, all but the most downstream portion of the watershed was included in this study, with the level of detail being higher within the project area.

Section 2
Data Compilation and Review

The data required to perform this study were provided in the form of a project map, drawing files, previous studies/files, and correspondence with the City of Bryan. Following is a summary of the data compiled for this study

2.1 Project Map

The project map was provided in hard copy form. The map, which was produced at a scale of 1 inch = 200 feet, contained digital 2-ft contours from the recent aerial photogrammetry, existing roads, the major roads planned within the development, other existing planimetric data. Hand drafting on the map consisted of preliminary lot lines and other major development areas within the Traditions project area.

2.2 Drawing Files

A drawing file of the project area was also provided by CSC. As mentioned above, the drawing file contained the 2-ft contours within and around the project area and roads planned within the project area. The drawing file also contained a preliminary layout of the golf course, wetland areas, the project boundary, and stream centerlines.

2.3 Other Data

HEC-1 and HEC-2 files were provided for the project area by CSC. Additionally, an HEC-2 file for Turkey Creek was provided by the City. The HEC-1 file was used to corroborate infiltration values used in the rainfall-runoff model for this study. The HEC-2 file for Turkey Creek was used to develop that portion of the hydraulic model. The HEC-2 model of the project area was not used for this study because differences between the input files and the 2-ft contours were unable to be reconciled. Instead, new sections within the project area were cut from the 2-ft contours for the hydraulic model for this study. At the time of this writing, hydraulic data on the two major crossings of Turkey Creek near the project area had not yet been received.

Rainfall data were supplied by the City via email correspondence. The rainfall distribution used for this study is the same as that used for the City's other Flood Hazard Studies.

Aerial photographs of the Turkey Creek Watershed were purchased from Texas Natural Resources Information System (TNRIS). The TNRIS photos were taken in 1998 and were used to determine existing or pre-development land use conditions within the watershed. Post-development conditions were formulated by superseding these conditions with the planned development within the project area. Land use summaries are presented in Section 4.

Section 3
Subcatchment Delineation and Model Schematic

As mentioned previously, most of the Turkey Creek Watershed was included in this study in order to accurately quantify the impacts of the Traditions development. Since a more detailed representation was required within the project area, the level of subcatchment discretization is much finer in this area than within the rest of the watershed. Subcatchment boundaries were based on the 2-ft contour data where available, and on the 10-ft contours from the USGS quad sheets for the remainder of the area, resulting in a total of 47 subcatchments varying in size from 4.9 to 886 acres. The hydraulic model consists of 100 conduits, most of which are irregularly shaped open channels. Figures 2 and 3 show the subcatchment delineation and hydraulic model schematic. Figure 2 provides the entire watershed area, and Figure 3 provides more detail within the project area. Note that the node labels shown in Figures 2 and 3 also represent the name of the downstream conduit (i.e., the conduit name and the upstream node name are the same). The naming convention used for nodes/conduits is an alpha identifier representing the tributary name (i.e., the TCS in node/conduit TCS34615 represents the Turkey Creek mainstem) following by a numeric identifier representing the distance in feet from the mouth along the centerline of the stream (i.e., the 34615 in TCS34615 means that it is 34,615 feet upstream of the Brazos River along the Turkey Creek mainstem centerline).

Section 4
Land Use

In order to quantify the impacts of the Traditions development, it was necessary to establish pre- and post-development land use. Pre-development land use was determined from 1998 aerial photographs of the watershed. Land uses were grouped into seven categories based on directly connected impervious area (DCIA) and include the following:

- Forest, open, agriculture, and golf course (1% DCIA)
- Rural residential (7.5% DCIA)
- Medium density residential (30% DCIA)
- High density residential (45% DCIA)
- Commercial (75% DCIA)
- Major roads (90% DCIA)
- Water (100% DCIA)

Pre-development land use for the 47 subcatchments is summarized in Table 1. Post-development land use is summarized in Table 2.

Table 1
Summary of Pre-development Land Use

Subcatchment	Forest, Open, Park, Agricultrue, and Golf Course	Rural Residential	Medium Density Residential	High Density Residential	Commercial	Major Roads	Water
10	95	0	0	0	5	0	0
15	77	0	0	0	20	2	1
20	64	0	20	3	6	7	0
30	96	0	0	0	0	0	4
40	95	0	0	0	0	1	3
42	60	12	18	0	5	4	1
45	53	3	0	0	0	42	2
47	0	0	100	0	0	0	0
50	100	0	0	0	0	0	0
52	42	0	53	0	1	4	0
55	84	4	0	0	0	12	0
57	90	2	3	0	5	0	0
60	100	0	0	0	0	0	0
62	94	6	0	0	0	0	0
63	86	3	0	0	0	7	4
65	84	3	0	0	1	12	0
70	75	12	0	0	0	11	2
72	77	0	0	0	5	15	2
75	67	7	16	0	2	8	0
80	100	0	0	0	0	0	0
82	96	0	0	0	0	0	4
85	91	0	0	0	9	0	0
90	90	6	0	0	4	0	0
95	85	8	2	0	2	1	0
101	96	0	0	0	0	0	4
102	100	0	0	0	0	0	0
104	99	0	0	0	0	0	1
105	96	0	4	0	0	0	0
106	99	0	0	0	0	0	1
107	96	4	0	0	0	0	0
109	98	2	0	0	0	0	0
110	79	1	18	0	0	0	1
201	74	0	0	0	0	9	17
202	100	0	0	0	0	0	0
301	88	0	0	0	12	0	0
302	94	0	0	0	6	0	0
771	62	0	30	0	0	6	2
772	97	0	0	0	0	0	3
773	86	3	0	0	0	10	2
1031	82	0	0	0	15	2	0
1032	97	0	0	0	1	2	0
1081	100	0	0	0	0	0	0
1082	92	8	0	0	0	0	0
1083	98	0	0	0	0	0	2
1084	90	5	0	0	0	0	5
1086	100	0	0	0	0	0	0
1087	100	0	0	0	0	0	0

Table 2
Summary of Post-development Land Use

Subcatchment	Forest, Open, Park, Agricultrue, and Golf Course	Rural Residential	Medium Density Residential	High Density Residential	Commercial	Major Roads	Water
10	64	0	32	0	5	0	0
15	77	0	0	0	20	2	1
20	64	0	20	3	6	7	0
30	83	0	13	0	0	0	4
40	95	0	0	0	0	1	3
42	60	12	18	0	5	4	1
45	53	3	0	0	0	42	2
47	0	0	100	0	0	0	0
50	51	0	37	0	12	0	0
52	42	0	53	0	1	4	0
55	67	4	14	0	3	12	0
57	90	2	3	0	5	0	0
60	100	0	0	0	0	0	0
62	94	6	0	0	0	0	0
63	86	3	0	0	0	7	4
65	68	3	16	0	1	12	0
70	75	12	0	0	0	11	2
72	77	0	0	0	5	15	2
75	67	7	16	0	2	8	0
80	85	0	15	0	0	0	0
82	61	0	20	0	16	0	4
85	91	0	0	0	9	0	0
90	90	6	0	0	4	0	0
95	85	8	2	0	2	1	0
101	66	0	30	0	0	0	4
102	39	0	61	0	0	0	0
104	85	0	14	0	0	0	1
105	93	0	7	0	0	0	0
106	58	0	42	0	0	0	0
107	38	0	62	0	0	0	0
109	51	0	49	0	0	0	0
110	63	0	30	6	0	0	1
201	38	0	0	0	36	9	17
202	44	0	0	0	56	0	0
301	88	0	0	0	12	0	0
302	71	0	23	0	6	0	0
771	54	0	35	3	0	6	2
772	46	0	41	0	10	0	3
773	86	3	0	0	0	10	2
1031	82	0	0	0	15	2	0
1032	97	0	0	0	1	2	0
1081	46	0	54	0	0	0	0
1082	13	0	87	0	0	0	0
1083	38	0	0	10	50	0	2
1084	70	0	25	0	0	0	5
1086	74	0	8	10	8	0	0
1087	62	0	6	4	28	0	0

Section 5
Hydrologic Model Parameters

In addition to determining land uses for each of the subcatchments, it was also necessary to characterize subcatchment slope and shape. This characterization was completed by sampling up to three characteristic flow paths per subcatchment and performing an area-weighted average. The resulting area-weighted overland slope is input directly into the model, and the resulting area-weighted length is divided into the subcatchment area to determine the subcatchment width term that is entered into the model. Once land uses and flow paths were determined, the infiltration characteristics of the soils were characterized. Initial estimates for Horton infiltration parameters were taken from areas with similar soil characteristics. The model was then run and compared to HEC-1 results from the CSC model and flow values in the Turkey Creek HEC-2 model for the 100-year storm event. Runoff volumes compared very favorably to runoff volumes from the CSC HEC-1 model. A comparison of peak flow rates to those from the HEC-2 model of Turkey Creek is shown in Table 3. In the upper portions of the watershed where development has not changed significantly from the time that flows in the HEC-2 model were developed, the peak flow values from the two models are very similar. Further downstream in the watershed, the pre-development model from this study predicts slightly large peak flow rates, which is a reasonable reflection of the development that has occurred in the watershed since the time that the HEC-2 model was developed. Based on the reasonable comparisons to these two models, no further adjustments were warranted. Final hydrologic model values for pre- and post-development conditions are summarized by subcatchment in Tables 4 and 5, respectively.

Table 3
Comparison of HEC-2 and SWMM
100-year Pre-development Flows

HEC-2 Section Number	SWMM Model ID	HEC-2 Flow (cfs)	SWMM Flow (cfs)
1.51	TCS8150	6200	6940
3.27	TCS18495	4500	5380
4.39	TCS22605	3900	3900
5.27	TCS30205	1850	1770
6.86	TCS34615	1000	1120

Table 4
Pre-development Hydrologic Model (RUNOFF) Parameters

Subcatch-ment ID	Load Point	Width (ft)	Area (ac)	DCIA %	Slope ft/ft	Overland Roughness		Depression Storage		Horton Infiltration Parameters		
						Imp.	Perv.	Imp. (in.)	Perv. (in.)	Max. in/hr	Min. in/hr	Decay Rate 1/sec
10	ES4735	4069	67.1	4.3	.0557	.015	.349	.10	.20	4.00	0.15	0.000833
15	ES1570	2764	56.7	18.7	.0495	.021	.344	.13	.20	4.00	0.15	0.000833
20	TCS34615	4766	440.2	18.9	.0168	.015	.327	.10	.20	4.00	0.15	0.000833
30	TCS16150	2203	55.8	5.0	.0489	.084	.350	.42	.20	4.00	0.15	0.000833
40	TCS14660	1467	38.9	5.7	.0340	.067	.350	.35	.20	4.00	0.15	0.000833
42	TCS27735	3031	210.9	15.0	.0273	.021	.314	.13	.20	4.00	0.15	0.000833
45	TCS12825	3568	187.2	40.7	.0267	.019	.336	.12	.20	4.00	0.15	0.000833
47	DS4275	3251	79.2	30.0	.0499	.015	.250	.10	.20	4.00	0.15	0.000833
50	E3S550	1107	24.3	1.0	.0408	.015	.350	.10	.20	4.00	0.15	0.000833
52	D1S1450	3712	107.3	21.1	.0221	.015	.302	.10	.20	4.00	0.15	0.000833
55	BS2120	2408	74.4	12.0	.0337	.017	.342	.11	.20	4.00	0.15	0.000833
57	GS7635	3620	430.8	5.7	.0155	.016	.343	.11	.20	4.00	0.15	0.000833
60	E1S1420	3446	58.3	1.1	.0768	.015	.350	.10	.20	4.00	0.15	0.000833
62	GS6651	3350	118.3	1.8	.0291	.034	.342	.19	.20	4.00	0.15	0.000833
63	CS770	861	32.8	10.8	.0241	.045	.344	.24	.20	4.00	0.15	0.000833
65	E1S2610	2915	116.5	13.0	.0322	.018	.344	.11	.20	4.00	0.15	0.000833
70	TCS11415	3808	316.3	13.6	.0193	.027	.329	.16	.20	4.00	0.15	0.000833
72	GS5255	1805	46.0	20.8	.0383	.025	.346	.15	.20	4.00	0.15	0.000833
75	DS5785	7570	886.1	15.0	.0171	.016	.324	.11	.20	4.00	0.15	0.000833
80	ES3890	1851	25.7	1.0	.0585	.015	.350	.10	.20	4.00	0.15	0.000833
82	TCS18495	3565	86.7	5.0	.0526	.083	.350	.42	.20	4.00	0.15	0.000833
85	TCS33080	1955	55.2	7.5	.0368	.015	.347	.10	.20	4.00	0.15	0.000833
90	TCS32205	2433	140.3	4.4	.0299	.015	.341	.10	.20	4.00	0.15	0.000833
95	TCS30205	2891	222.7	5.3	.0225	.015	.335	.10	.20	4.00	0.15	0.000833

Table 4 (Continued)
Pre-development Hydrologic Model (RUNOFF) Parameters

Subcatch-ment ID	Load Point	Width (ft)	Area (ac)	DCIA %	Slope ft/ft	Overland Roughness		Depression Storage		Horton Infiltration Parameters		
						Imp.	Perv.	Imp. (in.)	Perv. (in.)	Max. in/hr	Min. in/hr	Decay Rate 1/sec
101	A2AS1180	2259	94.1	5.1	.0318	.084	.350	.42	.20	4.00	0.15	0.000833
102	A2AS510	824	10.7	1.0	.0547	.015	.350	.10	.20	4.00	0.15	0.000833
104	A2S1940	1830	30.6	1.7	.0504	.052	.350	.27	.20	4.00	0.15	0.000833
105	A2BS810	857	14.5	2.1	.0447	.015	.347	.10	.20	4.00	0.15	0.000833
106	A2BS310	405	4.9	2.0	.0287	.058	.350	.30	.20	4.00	0.15	0.000833
107	A2S550	1171	22.7	1.2	.0606	.015	.345	.10	.20	4.00	0.15	0.000833
109	AS2640	2325	48.0	1.1	.0680	.015	.347	.10	.20	4.00	0.15	0.000833
110	A1S1370	1706	51.6	7.6	.0468	.029	.334	.17	.20	4.00	0.15	0.000833
201	FS1235	1461	13.6	26.1	.0457	.071	.349	.37	.20	4.00	0.15	0.000833
202	FS825	522	7.1	1.0	.0575	.015	.350	.10	.20	4.00	0.15	0.000833
301	E2S340	579	9.0	9.8	.0416	.015	.347	.10	.20	4.00	0.15	0.000833
302	ES6140	1117	18.4	5.2	.0567	.015	.348	.10	.20	4.00	0.15	0.000833
771	TCS23915	5136	193.3	16.7	.0381	.023	.324	.14	.20	4.00	0.15	0.000833
772	TCS20745	2156	81.2	3.5	.0402	.077	.350	.39	.20	4.00	0.15	0.000833
773	GS1655	3080	210.4	11.5	.0282	.027	.345	.16	.20	4.00	0.15	0.000833
1031	A2S3440	1600	26.4	14.6	.0472	.015	.345	.10	.20	4.00	0.15	0.000833
1032	A2CS745	1878	47.7	3.4	.0431	.015	.350	.10	.20	4.00	0.15	0.000833
1081	A5S460	722	14.2	1.0	.0558	.015	.350	.10	.20	4.00	0.15	0.000833
1082	A4S260	643	12.6	1.5	.0539	.015	.339	.10	.20	4.00	0.15	0.000833
1083	A3S450	1818	30.6	3.0	.0551	.072	.350	.37	.20	4.00	0.15	0.000833
1084	AS6670	1507	37.9	6.3	.0408	.081	.343	.41	.20	4.00	0.15	0.000833
1086	AS4390	1692	22.7	1.0	.0786	.015	.350	.10	.20	4.00	0.15	0.000833
1087	AS5720	1105	18.5	1.0	.0621	.015	.350	.10	.20	4.00	0.15	0.000833

Table 5
Post-development Hydrologic Model (RUNOFF) Parameters

Subcatch-ment ID	Load Point	Width (ft)	Area (ac)	DCIA %	Slope ft/ft	Overland Roughness Imp.	Overland Roughness Perv.	Depression Storage Imp. (in.)	Depression Storage Perv. (in.)	Horton Infiltration Parameters Max. in/hr	Horton Infiltration Parameters Min. in/hr	Horton Infiltration Parameters Decay Rate 1/sec
10	ES4735	4069	67.1	13.5	.0557	.015	.323	.10	.20	4.00	0.15	0.000833
15	ES1570	2764	56.7	18.7	.0495	.021	.344	.13	.20	4.00	0.15	0.000833
20	TCS34615	4766	440.2	18.9	.0168	.015	.327	.10	.20	4.00	0.15	0.000833
30	TCS16150	2203	55.8	8.7	.0489	.054	.340	.28	.20	4.00	0.15	0.000833
40	TCS14660	1467	38.9	5.7	.0340	.067	.350	.35	.20	4.00	0.15	0.000833
42	TCS27735	3031	210.9	15.0	.0273	.021	.314	.13	.20	4.00	0.15	0.000833
45	TCS12825	3568	187.2	40.7	.0267	.019	.336	.12	.20	4.00	0.15	0.000833
47	DS4275	3251	79.2	30.0	.0499	.015	.250	.10	.20	4.00	0.15	0.000833
50	E3S550	1107	24.3	20.3	.0408	.015	.314	.10	.20	4.00	0.15	0.000833
52	D1S1450	3712	107.3	21.1	.0221	.015	.302	.10	.20	4.00	0.15	0.000833
55	BS2120	2408	74.4	18.5	.0337	.016	.329	.10	.20	4.00	0.15	0.000833
57	GS7635	3620	430.8	5.7	.0155	.016	.343	.11	.20	4.00	0.15	0.000833
60	E1S1420	3446	58.3	1.1	.0768	.015	.350	.10	.20	4.00	0.15	0.000833
62	GS6651	3350	118.3	1.8	.0291	.034	.342	.19	.20	4.00	0.15	0.000833
63	CS770	861	32.8	10.8	.0241	.045	.344	.24	.20	4.00	0.15	0.000833
65	E1S2610	2915	116.5	17.7	.0322	.017	.330	.11	.20	4.00	0.15	0.000833
70	TCS11415	3808	316.3	13.6	.0193	.027	.329	.16	.20	4.00	0.15	0.000833
72	GS5255	1805	46.0	20.8	.0383	.025	.346	.15	.20	4.00	0.15	0.000833
75	DS5785	7570	886.1	15.0	.0171	.016	.324	.11	.20	4.00	0.15	0.000833
80	ES3890	1851	25.7	5.4	.0585	.015	.339	.10	.20	4.00	0.15	0.000833
82	TCS18495	3565	86.7	22.4	.0526	.030	.327	.17	.20	4.00	0.15	0.000833
85	TCS33080	1955	55.2	7.5	.0368	.015	.347	.10	.20	4.00	0.15	0.000833
90	TCS32205	2433	140.3	4.4	.0299	.015	.341	.10	.20	4.00	0.15	0.000833
95	TCS30205	2891	222.7	5.3	.0225	.015	.335	.10	.20	4.00	0.15	0.000833

Table 5 (Continued)
Post-development Hydrologic Model (RUNOFF) Parameters

Subcatch-ment ID	Load Point	Width (ft)	Area (ac)	DCIA %	Slope ft/ft	Overland Roughness Imp.	Overland Roughness Perv.	Depression Storage Imp. (in.)	Depression Storage Perv. (in.)	Horton Infiltration Parameters Max. in/hr	Horton Infiltration Parameters Min. in/hr	Horton Infiltration Parameters Decay Rate 1/sec
101	A2AS1180	2259	94.1	13.7	.0318	.040	.326	.22	.20	4.00	0.15	0.000833
102	A2AS510	824	10.7	18.8	.0547	.015	.297	.10	.20	4.00	0.15	0.000833
104	A2S1940	1830	30.6	5.9	.0504	.026	.339	.15	.20	4.00	0.15	0.000833
105	A2BS810	857	14.5	3.0	.0447	.015	.345	.10	.20	4.00	0.15	0.000833
106	A2BS310	405	4.9	13.3	.0287	.015	.316	.10	.20	4.00	0.15	0.000833
107	A2S550	1171	22.7	19.0	.0606	.015	.296	.10	.20	4.00	0.15	0.000833
109	AS2640	2325	48.0	15.3	.0680	.015	.309	.10	.20	4.00	0.15	0.000833
110	A1S1370	1706	51.6	13.5	.0468	.022	.322	.13	.20	4.00	0.15	0.000833
201	FS1235	1461	13.6	52.8	.0457	.043	.329	.23	.20	4.00	0.15	0.000833
202	FS825	522	7.1	42.3	.0575	.015	.326	.10	.20	4.00	0.15	0.000833
301	E2S340	579	9.0	9.8	.0416	.015	.347	.10	.20	4.00	0.15	0.000833
302	ES6140	1117	18.4	12.0	.0567	.015	.330	.10	.20	4.00	0.15	0.000833
771	TCS23915	5136	193.3	19.6	.0381	.022	.317	.13	.20	4.00	0.15	0.000833
772	TCS20745	2156	81.2	23.0	.0402	.024	.309	.14	.20	4.00	0.15	0.000833
773	GS1655	3080	210.4	11.5	.0282	.027	.345	.16	.20	4.00	0.15	0.000833
1031	A2S3440	1600	26.4	14.6	.0472	.015	.345	.10	.20	4.00	0.15	0.000833
1032	A2CS745	1878	47.7	3.4	.0431	.015	.350	.10	.20	4.00	0.15	0.000833
1081	A5S460	722	14.2	16.7	.0558	.015	.305	.10	.20	4.00	0.15	0.000833
1082	A4S260	643	12.6	26.2	.0539	.015	.268	.10	.20	4.00	0.15	0.000833
1083	A3S450	1818	30.6	44.4	.0551	.019	.317	.12	.20	4.00	0.15	0.000833
1084	AS6670	1507	37.9	13.2	.0408	.046	.330	.25	.20	4.00	0.15	0.000833
1086	AS4390	1692	22.7	13.7	.0786	.015	.335	.10	.20	4.00	0.15	0.000833
1087	AS5720	1105	18.5	25.1	.0621	.015	.332	.10	.20	4.00	0.15	0.000833

Section 6
Hydraulic Model Development

Data for the hydraulic model primarily came from the HEC-2 model of Turkey Creek, the 2-ft contour data, and the USGS quad sheets. For the Turkey Creek mainstem, the model data were taken directly from the HEC-2 input file. For the remainder of the watershed that was within the 2-ft contour coverage, cross-sections and invert elevations were taken from the 2-ft data. For other areas of the watershed, cross-sections and invert data were estimated from the USGS quad sheets.

Since the hydraulic model does not extend fully to the Brazos River, a normal depth outfall option was used at the model boundary. This option is based on the underlying assumption that the most downstream portion of the model is not significantly influenced by backwater from the Brazos River, which is an adequate assumption. Initial conditions in the hydraulic model were set to dry, with the exception of the one existing lake that is in the model. For this lake, the initial conditions were set equal to the water level in the lake that was taken from the 2-ft contours.

The minor stream crossings (i.e., culverts) that are currently within the project area were not included in the hydraulic model, partly due to the fact that no data were available for them. Additionally, they all have fairly small contributing areas, so they should not have a significant impact on the flood hydrographs.

There are 10 planned stream crossings within the project area. Currently, there are not planned sizes/configurations for these culverts. However, these culverts will likely have an impact of the flood hydrographs, so it was necessary to estimate and model these culverts under post-development conditions. The sizing of the culverts for the post-development condition was based on the following methodology:

- Determine the 25-year post-development peak flow rates at the stream crossing locations
- Determine the approximate upstream and downstream invert elevations at the stream crossings from the 2-ft contours
- Determine approximate culvert lengths from drawing files of roadways
- Determine depth of flow for the 25-year storm event to establish height of the proposed culverts
- Size culverts to pass the 25-year post-development flows using head loss equal to the difference between upstream and downstream invert elevations or approximately 1 foot, whichever is larger

- Set top-of-road elevations equal to the 100-year post-development stage with the culverts in place

A minor complication in this process arose from an observation noted in the field regarding the 2-ft contour data. By comparing the contour data in the field to observed channel geometries, it does not appear that the 2-ft contour data contain much of the incised channel. That is, the 2-ft contour data appear to be reasonable from top-of-bank to top-of-bank but appear to underestimate the cross-section below the top-of-bank elevation. This underestimation will result in predicted flood stages within the project area that are conservatively high. Additionally, flow depths for estimating culvert heights are likely too low, due to the fact that the actual area in flow would be narrower and taller than the area being represented in the model. Therefore, all proposed stream crossings were modeled with lowered inverts in order to obtain a more realistic culvert geometry. Figure 4 shows the arbitrary numbers assigned to the 10 culverts, and Table 6 contains the corresponding culvert data. Culvert geometries may need to be altered slightly during final design based on additional site data. However, the culvert capacities need to remain similar to those listed in Table 6 in order for the findings of this report to remain valid.

Table 6
Design Parameters for New Culverts

Culvert ID	Upstream Model Node	Downstream Model Node	Upstream Invert Elevation (ft-NAVD)	Downstream Invert Elevation (ft-NAVD)	Design Length (ft)	Design Flow (cfs)	Approx. Design Head Loss (ft)	Culvert Type	Number of Barrels	Culvert Height (ft)	Culvert Width (ft)	Top-of-road Elevation (ft-NAVD)
1	E2S340	E2S300	300.5	297.5	40	35	2.9	RCP	1	2.0		305
2	ES5950	ES5840	276.9	276.5	110	111	1.0	RCP	1	4.5		286.2
3	E3S550	E3S440	282.5	279.5	110	104	4.2	RCP	1	3.5		287.4
4	TCS19615	TCS19505	232.6	232.0	110	3540	1.0	Box	4	10.0	11.0	248.7
5	FS575	TCS19885	N/A	N/A	100	62	1.0	RCP	1	3.5		N/A
6	TCS21590	TCS21505	238.2	237.8	85	2480	1.0	Box	3	10.0	10.0	255.5
7	A1S205	A1S120	247.1	245.0	85	165	1.0	Box	1	4.0	6.0	255.6
8	A2BS695	A2BS605	294.8	293.3	115	49	1.9	RCP	1	2.5		301.3
9	A2S2540	A2S2450	288.5	285.1	90	221	1.5	Box	1	3.0	8.0	294.8
10	A2AS810	A2AS665	280.0	279.0	115	222	1.0	Box	1	4.0	10.0	287.8

Section 7
Model Results

The pre- and post-development models were run for the 25- and 100-year storm events. As noted above, the only controls in the post-development model were the culverts listed in Table 6. Comparison of peak water surface elevations and peak flows are summarized in Tables 7 and 8, respectively. Inundated areas for the 100-year storm event are shown in Figure 5 within the project area. As shown in the Table 7, 25- and 100-year peak water surface elevations are similar under pre- and post-development conditions, with some post-development stages being slightly higher and some slightly lower. Table 8 shows similar results for peak flows. The difference in the inundated areas between the two conditions is virtually indiscernible for the 100-year event.

Table 7
Summary of Peak Water Surface Elevations

Model Node ID Reach Name	Invert Elevation (ft-NAVD)	Road Name or Stream Crossing Number	Road Elevation (ft-NAVD)	25-year, 24-hour Pre-dev. Stage (ft-NAVD)	25-year, 24-hour Post-dev. Stage (ft-NAVD)	100-year, 24-hour Pre-dev. Stage (ft-NAVD)	100-year, 24-hour Post-dev. Stage (ft-NAVD)
Turkey Creek Mainstem							
TCS7034	201.5			212.4	212.5	214.7	214.6
TCS8150	208.3			219.1	219.2	221.4	221.4
TCS8980	210.8			224.7	224.6	227.1	226.8
TCS9955	212.0			225.9	225.9	228.2	228.1
TCS10602	213.0			227.7	227.7	230.0	229.9
TCS10628	213.2	London Bridge (County Road)	228.5	229.7	229.7	231.9	231.8
TCS11415	216.0			230.4	230.5	232.8	232.7
TCS12825	218.6			232.5	232.6	235.1	235.0
TCS14660	221.3			237.0	237.0	239.6	239.5
TCS15370	222.3			238.1	238.1	240.6	240.5
TCS16150	225.2			238.5	238.6	241.1	241.0
TCS18495	232.9			244.0	244.0	245.7	245.5
TCS19505	235.3			245.4	245.4	246.9	246.7
TCS19615	235.6	4		245.7	246.4	247.1	248.7
TCS19885	236.2			246.3	246.7	247.6	248.9
TCS20745	238.5			248.4	248.4	249.6	249.9
TCS21505	240.8			251.8	251.8	253.1	253.1
TCS21590	241.2	6		252.1	252.8	253.4	255.5
TCS22605	245.1			255.6	255.6	256.9	257.2
TCS23915	248.8			261.9	261.8	263.2	263.1
TCS24435	250.4			262.0	261.9	263.4	263.3
TCS27735	260.6			269.3	269.3	270.4	270.4
TCS30205	270.1			279.4	279.4	280.6	280.6
TCS32205	278.2			285.8	285.8	287.5	287.5
TCS32655	280.6			286.2	286.2	287.8	287.8
TCS33080	283.0			290.0	289.8	290.6	290.5
TCS33755	284.8			292.5	292.5	293.4	293.4
TCS34615	288.3			293.9	293.9	294.8	294.8
Tributary A							
AS1340	245.0			253.1	253.5	254.4	254.7
AS1740	248.7			255.6	255.9	256.7	257.0
AS2140	251.3			258.4	258.6	259.2	259.4
AS2640	253.5			261.5	261.8	262.6	262.9
AS3150	255.3			263.0	263.3	264.2	264.5
AS3720	257.7			266.3	266.6	267.4	267.7
AS4030	261.0			266.6	267.0	267.7	268.0
AS4390	263.3			268.6	269.1	269.4	269.8
AS5110	273.0			276.2	276.5	276.7	276.9
AS5380	276.0			278.9	279.1	279.4	279.6
AS5720	281.7			284.4	284.6	284.8	285.0
AS6090	286.0			289.4	289.6	289.9	290.1
AS6670	295.8			298.5	298.6	298.9	299.0

Table 7 (Continued)
Summary of Peak Water Surface Elevations

Model Node ID Reach Name	Invert Elevation (ft-NAVD)	Road Name or Stream Crossing Number	Road Elevation (ft-NAVD)	25-year, 24-hour Pre-dev. Stage (ft-NAVD)	25-year, 24-hour Post-dev. Stage (ft-NAVD)	100-year, 24-hour Pre-dev. Stage (ft-NAVD)	100-year, 24-hour Post-dev. Stage (ft-NAVD)
Tributary D							
DS3015	255.0			263.0	263.0	264.4	264.4
DS4275	264.0			272.5	272.5	273.3	273.2
DS5785	270.0			278.1	278.1	279.0	279.1
Tributary D1							
D1S1450	284.0			287.7	287.7	288.1	288.1
Tributary E							
ES1570	243.0			246.5	246.6	247.0	247.1
ES2890	245.0			252.2	252.3	253.2	253.3
ES3890	257.0			260.0	260.1	260.4	260.5
ES4735	265.0			269.1	269.3	269.7	269.8
ES5315	274.0			275.8	275.8	276.0	276.0
ES5840	279.7			282.0	282.0	282.3	282.3
ES5950	279.9	2		282.5	283.5	282.9	283.6
ES6140	283.5			285.9	285.9	286.2	286.1
Tributary E1							
E1S1420	255.0			260.0	260.2	260.8	260.9
E1S2360	270.0			272.7	272.9	273.2	273.4
E1S2610	271.0			275.5	275.7	276.2	276.4
Tributary E2							
E2S300	300.0			301.4	301.3	301.5	301.5
E2S340	303.0	1		304.3	303.3	304.4	305.0
Tributary E3							
E3S440	282.5			283.6	283.7	283.7	283.8
E3S550	285.5	3		287.5	285.7	287.8	287.4
Tributary F							
FS575	256.0	5		256.9	257.0	257.1	257.2
FS825	252.0			256.9	257.1	257.2	257.3
FS1190	264.0			264.9	264.9	265.0	265.0
FS1235	280.0			280.5	280.6	280.6	280.7

Table 8
Summary of Peak Flow Rates

Conduit ID / Reach Name	Upstream Node	Downstream Node	Length (ft)	25-year, 24-hour Pre-dev. Flow (cfs)	25-year, 24-hour Post-dev. Flow (cfs)	100-year, 24-hour Pre-dev. Flow (cfs)	100-year, 24-hour Post-dev. Flow (cfs)
Turkey Creek Mainstem							
TCS8150	TCS8150	TCS7034	1116	4590	4660	6940	6900
TCS8980	TCS8980	TCS8150	830	4590	4660	6950	6900
TCS9955	TCS9955	TCS8980	975	4590	4670	6960	6910
TCS10602	TCS10602	TCS9955	674	4610	4680	6980	6930
TCS10628R	TCS10628	TCS10602	26	243	282	2630	2630
TCS10628	TCS10628	TCS10602	26	4370	4410	4690	4660
TCS11415	TCS11415	TCS10628	787	4620	4690	7000	6940
TCS12825	TCS12825	TCS11415	1410	4440	4500	6690	6620
TCS14660	TCS14660	TCS12825	1835	4370	4420	6550	6470
TCS15370	TCS15370	TCS14660	710	4030	4060	6050	5980
TCS16150	TCS16150	TCS15370	780	3420	3430	5160	5040
TCS18495	TCS18495	TCS16150	2345	3570	3540	5380	5140
TCS19505	TCS19505	TCS18495	1010	3510	3490	5300	5070
TCS19615	TCS19615	TCS19505	110	3540	3500	5360	5090
TCS19885	TCS19885	TCS19615	270	3560	3510	5380	5100
TCS20745	TCS20745	TCS19885	860	3580	3560	5440	5200
TCS21505	TCS21505	TCS20745	760	2570	2600	4030	4000
TCS21590	TCS21590	TCS21505	85	2480	2510	3890	3880
TCS22605	TCS22605	TCS21590	1015	2480	2520	3900	3890
TCS23915	TCS23915	TCS22605	1310	2490	2520	3920	3960
TCS24435	TCS24435	TCS23915	520	1310	1320	2060	2070
TCS27735	TCS27735	TCS24435	3300	1440	1440	2130	2120
TCS30205	TCS30205	TCS27735	2470	1250	1250	1770	1770
TCS32205	TCS32205	TCS30205	2000	1000	1000	1410	1410
TCS32655	TCS32655	TCS32205	450	835	831	1140	1140
TCS33080	TCS33080	TCS32655	425	894	890	1220	1220
TCS33755	TCS33755	TCS33080	675	738	738	1010	1010
TCS34615	TCS34615	TCS33755	860	847	847	1120	1120
Tributary A							
AS1340	AS1340	TCS20745	1340	1270	1400	1740	1880
AS1740	AS1740	AS1340	400	1160	1290	1610	1730
AS2140	AS2140	AS1740	400	1170	1290	1610	1740
AS2640	AS2640	AS2140	500	1170	1290	1610	1740
AS3150	AS3150	AS2640	510	1050	1160	1440	1570
AS3720	AS3720	AS3150	570	1050	1170	1450	1580
AS4030	AS4030	AS3720	310	434	529	586	684
AS4390	AS4390	AS4030	360	449	546	603	706
AS5110	AS5110	AS4390	720	259	308	357	412
AS5380	AS5380	AS5110	270	260	311	358	415
AS5720	AS5720	AS5380	340	215	256	295	344
AS6090	AS6090	AS5720	370	149	175	207	238
AS6670	AS6670	AS6090	580	108	122	151	168

Table 8 (Continued)
Summary of Peak Flow Rates

Conduit ID / Reach Name	Upstream Node	Downstream Node	Length (ft)	25-year, 24-hour Pre-dev. Flow (cfs)	25-year, 24-hour Post-dev. Flow (cfs)	100-year, 24-hour Pre-dev. Flow (cfs)	100-year, 24-hour Post-dev. Flow (cfs)
Tributary A1							
A1S120	A1S120	AS1340	120	141	187	190	255
A1S205	A1S205	A1S120	85	146	189	197	271
A1S430	A1S430	A1S205	225	140	373	197	566
A1S940	A1S940	A1S430	510	140	159	197	220
A1S1370	A1S1370	A1S940	430	141	166	198	229
Tributary A2							
A2S550	A2S550	AS3720	550	643	698	902	974
A2S1260	A2S1260	A2S550	710	583	634	821	891
A2S1370	A2S1370	A2S1260	110	524	572	741	809
A2S1940	A2S1940	A2S1370	570	318	320	438	453
A2S2450	A2S2450	A2S1940	510	220	220	305	314
A2S2540	A2S2540	A2S2450	90	221	220	306	314
A2S2790	A2S2790	A2S2540	250	221	220	306	365
A2S3440	A2S3440	A2S2790	650	104	104	138	138
Tributary A2A							
A2AS320	A2AS320	A2S1370	320	217	268	315	373
A2AS510	A2AS510	A2AS320	190	218	269	316	374
A2AS665	A2AS665	A2AS510	155	179	223	265	316
A2AS810	A2AS810	A2AS665	145	180	223	266	315
A2AS1180	A2AS1180	A2AS810	370	181	342	268	336
Tributary A2B							
A2BS200	A2BS200	A2S1260	200	66	67	90	87
A2BS310	A2BS310	A2BS200	110	66	67	90	87
A2BS440	A2BS440	A2BS310	130	49	49	66	64
A2BS605	A2BS605	A2BS440	165	49	49	66	64
A2BS695	A2BS695	A2BS605	90	49	49	67	64
A2BS810	A2BS810	A2BS695	115	49	54	67	67
Tributary A2C							
A2CS745	A2CS745	A2S2790	745	129	129	183	183
Tributary A3							
A3S450	A3S450	AS4390	450	109	192	147	237
Tributary A4							
A4S260	A4S260	AS6090	260	42	68	57	86
Tributary A5							
A5S460	A5S460	AS5380	460	46	62	63	82
Tributary B							
BS1050	BS1050	TCS21505	1050	191	219	270	301
BS2120	BS2120	BS1050	1070	200	236	280	322
Tributary C							
CS335	CS335	TCS24435	335	70	70	100	100
CS770	CS770	CS335	435	70	70	101	101

Table 8 (Continued)
Summary of Peak Flow Rates

Conduit ID / Reach Name	Upstream Node	Downstream Node	Length (ft)	25-year, 24-hour Pre-dev. Flow (cfs)	25-year, 24-hour Post-dev. Flow (cfs)	100-year, 24-hour Pre-dev. Flow (cfs)	100-year, 24-hour Post-dev. Flow (cfs)
Tributary D							
DS3015	DS3015	TCS23915	3015	1510	1500	2100	2100
DS4275	DS4275	DS3015	1260	1620	1610	2220	2220
DS5785	DS5785	DS4275	1510	1260	1260	1750	1760
Tributary D1							
D1S1450	D1S1450	DS3015	1450	348	347	468	467
Tributary E							
ES1570	ES1570	TCS14660	1570	919	996	1290	1370
ES2890	ES2890	ES1570	1320	809	879	1130	1210
ES3890	ES3890	ES2890	1000	479	529	648	697
ES4735	ES4735	ES3890	845	402	449	544	588
ES5315	ES5315	ES4735	580	100	102	135	134
ES5840	ES5840	ES5315	525	102	104	137	136
ES5950	ES5950	ES5840	110	100	143	137	135
ES6140	ES6140	ES5950	190	102	700	138	138
Tributary E1							
E1S1420	E1S1420	ES2890	1420	466	499	650	688
E1S2360	E1S2360	E1S1420	940	272	318	385	441
E1S2610	E1S2610	E1S2360	250	291	341	409	467
Tributary E2							
E2S340	E2S340	E2S300	40	35	32	48	41
E2S300	E2S300	ES6140	300	35	31	47	41
Tributary E3							
E3S440	E3S440	ES4735	440	69	92	97	120
E3S550	E3S550	E3S440	110	69	94	97	121
Tributary F							
FS575	FS575	TCS19885	575	41	62	73	95
FS825	FS825	FS575	250	51	68	81	102
FS1190	FS1190	FS825	365	52	59	68	75

Section 8
Summary of Recommendations

Based on the results in Section 7, it appears the additional culverts may effectively serve as sufficient peak flow controls for the development. No additional peak flow control facilities are recommended.

It is recommended that roadside swales within the development be designed to convey at least the 10-year storm event. Design flow methodologies and standards for open channel design should be consistent with the City's Drainage Design Guideline Manual.