

**** Electronically Filed Document ****

**Brazos County, TX
Karen McQueen
County Clerk**

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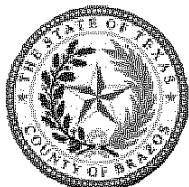
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***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed on the date and time
stamped hereon by me and was duly recorded in the volume and page
of the Official Public records of BRAZOS COUNTY, TEXAS

Honorable Karen McQueen, County Clerk, Brazos County

Return to
Aggieland Title Company
GF# 35170CS C#1DF

Sixth Amendment
To
Declaration of Restrictive Covenants and Easements
The BioCorridor District

AFTER RECORDING, RETURN TO:

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

**SIXTH AMENDMENT
TO
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS
THE BIOCORRIDOR DISTRICT**

THIS SIXTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS THE BIOCORRIDOR DISTRICT ("Amendment") is made this 28th day of September, 2016, by BRYAN/TRADITIONS, LP, a Texas limited partnership ("Declarant").

WITNESSETH:

- A. **WHEREAS**, Declarant recorded a Declaration of Restrictive Covenants and Easements The BioCorridor District on April 29, 2013, in the Official Records of Brazos County, Texas, at Volume 11313, Page 1, as amended by Correction Affidavit on June 3, 2013 recorded at Volume 11382, Page 176 of the Official Records of Brazos County, Texas, by First Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on May 23, 2013, in the Official Records of Brazos County, Texas, at Volume 11439, Page 36, by Second Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on March 3, 2015, in the Official Records of Brazos County, Texas, at Volume 12547, Page 266, by Third Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on April 29, 2015, in the Official Records of Brazos County, Texas, at Volume 12651, Page 256, by Fourth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on January 5, 2016, in the Official Records of Brazos County, Texas, at Volume 13125, Page 288, and by Fifth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on February 10, 2016, in the Official Records of Brazos County, Texas, at Volume 13176, Page 1 (as amended now or in the future, the "Declaration");
- B. **WHEREAS**, all capitalized terms used herein that are not otherwise defined shall have the meaning given those words in the Declaration;
- C. **WHEREAS**, the Declaration identifies and defines the Additional Property which may be annexed into the District pursuant to Paragraph I(10) of Article III of the Declaration;
- D. **WHEREAS**, Declarant is the owner of the certain real property described on Exhibit "A" attached hereto (collectively referred to herein as the "Annexed Property");
- E. **WHEREAS**, the Annexed Property is defined as Additional Property under the terms of the Declaration;
- F. **WHEREAS**, Declarant desires to amend the Declaration for the purpose of adding the Annexed Property to the definition of Property and to annex the Annexed Property into the District;
- G. **WHEREAS**, Declarant previously created the Atlas Sub-District and desires to annex the Annexed Property into the Atlas Sub-District;
- H. **WHEREAS**, Declarant desires to amend the Declaration to limit the use of the Annexed Property to office space of not less than seventy-five thousand square feet (75,000 sq. ft.) and related parking facilities for such office space; and
- I. **WHEREAS**, Declarant desires to amend the Declaration acknowledging that Declarant has the right to repurchase the Annexed Property if the Owner of the Annexed Property fails to commence construction in accordance with the permitted use within eighteen (18) months of the date hereof; and

- J. **WHEREAS**, Paragraph I(4) of Article III of the Declaration authorizes the Declarant to amend the Declaration without the approval of any other Owner or Mortgagee if such amendment has no adverse effect on any such Owner or Mortgagee; and
- K. **WHEREAS**, this Amendment has no material adverse effect on any Owner or Mortgagee other than the Owner of the Annexed Property which is consenting to this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below.

1. **Definition of Property and Annexation of Annexed Property into the District.** The Property, as defined in the Declaration and further described on **Exhibit "A"** to the Declaration is amended so that the Annexed Property is added to and included in the definition of Property, and the Annexed Property is hereby annexed into the District.
2. **Annexation of Annexed Property into the Atlas Sub-District.** The Annexed Property is hereby annexed into and made a part of the Atlas Sub-District.
3. **Use Limitation.** For a period of twenty (20) years from the date of this Amendment, the Annexed Property shall be used for no purpose other than for use as a facility providing a minimum of seventy-five thousand square feet (75,000 sq. ft) of office space and related parking facilities in support of such office space ("Development Purpose").
4. **Repurchase Right.** Declarant shall have the right to repurchase the Annexed Property from the Owner of the Annexed Property if the Owner of the Annexed Property fails to commence construction on the Annexed Property in accordance with the Development Purpose within eighteen (18) months from the date of this Amendment. In the event that the Declarant elects to exercise its repurchase right hereunder, the Declarant shall provide written notice to the Owner of the Annexed Property of the Declarant's election to exercise its repurchase right no later than thirty (30) days after the expiration of the eighteen (18) month period during which the Owner of the Annexed Property was to commence construction. In the event of such an election by the Declarant, the purchase price to be paid by the Declarant for the Annexed Property shall be the purchase price paid by the Owner for such Annexed Property at the closing of the sale of the Annexed Property occurring in conjunction with the execution of this Amendment, and the closing of such sale to the Declarant shall take place no more than ninety (90) days after the date of the notice of Declarant's election to exercise its repurchase right hereunder. At the closing of Declarant's repurchase of the Annexed Property, the Owner of the Annexed Property shall convey the Annexed Property to the Declarant by special warranty deed, free and clear of liens and encumbrances other than those permitted exceptions applicable to the Annexed Property on the date hereof. For the purposes of this paragraph, the commencement of construction shall mean site work physically conducted at the Annexed Property, including, but not limited to grading, surfacing or any movement or excavation of dirt and soils reasonably connected to the construction process.
5. **No Other Changes.** Except as amended herein, the Declaration remains in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, this 28 day of September, 2016.

DECLARANT:

BRYAN/TRADITIONS, LP, a Texas limited partnership

By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC,
a Texas limited liability company, its General Partner

By: [Signature]
W. SPENCER CLEMENTS, JR.,
Vice President

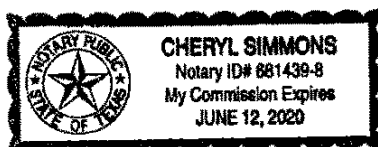
STATE OF TEXAS

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§
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COUNTY OF BRAZOS

This instrument was acknowledged before me on the 28 day of September, 2016, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the general partner of BRYAN/TRADITIONS, LP, a Texas limited partnership, acting for and on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, State of Texas



CONSENT OF OWNER OF ANNEXED PROPERTY

The Owner of the Annexed Property hereby consents to this Amendment and the restrictions and repurchase options set forth herein concerning the Annexed Property.

LEVINE INVESTMENTS LIMITED PARTNERSHIP

By: Keim, Inc., its General Partner

By: [Signature]
Name: William S. Levine
Title: Chairman

STATE OF ARIZONA §
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 27th day of September, 2016, by William S. Levine Chairman of Keim, Inc., General Partner of Levine Investments Limited Partnership, on behalf of such entity.

[Signature]
NOTARY PUBLIC, State of ARIZONA



EXHIBIT A

Property Added to Property and District and Atlas Sub-District

Annexed Property

Lot One (1), Block One (1), The Traditions Subdivision Phase 101, City of College Station, Texas, according to the plat thereof recorded in Volume 13145, Page 53, Official Records, Brazos County, Texas