

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.

AFTER RECORDING, RETURN TO:
Mercer Crossing Commercial Association, Inc.
c/o Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
§
COUNTY OF DALLAS §

**AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MERCER CROSSING COMMERCIAL PROPERTY**
(Mercer Boardwalk)

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MERCER CROSSING COMMERCIAL PROPERTY (this "Supplement") is made and entered into as of September 7th, 2022 to be effective as of the date this instrument is recorded in the Official Public Records of Dallas County, Texas (the "Effective Date") by and between CADG MERCER CROSSING HLDINGS, LLC, a Texas limited liability company ("Declarant") and MM MERCER BOARDWALK, LLC, a Texas limited liability company (the "Boardwalk Owner").

PRELIMINARY STATEMENTS

A. Effective as of July 8, 2004, Declarant's predecessor in interest, Transcontinental Realty Investors, Inc. ("Original Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for Mercer Crossing Commercial Property, recorded on July 8, 2004, as Document No. 200413006080, of the Official Public Records of Dallas County, Texas (the "Original Declaration");

B. Effective as of September 1, 2016, Original Declarant executed that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Mercer Crossing Commercial Property recorded on November 17, 2016, as Document No. 201600323967, of the Official Public Records of Dallas County, Texas (the "First Amendment to Declaration").

C. Effective as of November 1, 2017, Declarant executed that certain Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Mercer Crossing Commercial Property, recorded on December 11, 2017, as Document No. 201700344798, of the Official Public Records of Dallas County, Texas (the "Second Amendment to Declaration"; the Original Declaration, as modified and amended by the First Amendment to Declaration and Second Amendment to Declaration is herein referred to as the "Declaration");

D. The Boardwalk Owner is the owner and fee title holder of the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Boardwalk Parcel").

E. The Declarant and the Boardwalk Owner desire to modify and amend the Declaration with respect to the Boardwalk Parcel only as more specifically stated herein.

F. Declarant desires to amend the Declaration by this Supplement in accordance with its rights under the terms of the Declaration, including, without limitation, its rights under Section 14.2(a) of the Declaration, and subject the Boardwalk Parcel to additional covenants and easement, including Parcel Assessments with joinder of the Boardwalk Owner in accordance with the terms of the Declaration, including, without limitation, Section 7.4 thereof.

G. The Class "B" Control Period under the Declaration has not yet expired.

NOW, THEREFORE, Declarant and the Boardwalk Owner hereby adopt this Supplement as follows:

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Creation of Boardwalk Parcel. The Boardwalk Parcel as described on Exhibit A attached hereto and incorporated herein by reference is hereby established as a separate "Parcel" for all purposes under the Declaration. Any platted lots or subdivided parcels of land within the Boardwalk Parcel, whether improved or unimproved, that are independently owned and conveyed shall be a "Unit" for purposes of the Declaration.

3. Parcel Association. The Mercer Crossing Commercial Association, Inc. shall be the "Parcel Association" for all purposes of the Boardwalk Parcel.

4. Establishment of Limited Common Areas for benefit of the Boardwalk Parcel. The Declarant, in accordance with its rights under the Declaration, including, without limitation, Section 2.2 of the Declaration, with joinder of the Boardwalk Owner, hereby designates the area described and/or depicted on Exhibit B attached hereto and incorporated herein by reference is hereby designated as Limited Common Area for the primary use and benefit of the Units located within the Boardwalk Parcel (the "Boardwalk Limited Common Area"), and not for the use or benefit of any other Units within the Property subject to the Declaration. The Boardwalk Limited Common Area shall be used for the purposes of parking, access drives and aisles, and related landscaping and signage in support of the use and occupancy of the Units within the Boardwalk Parcel. Each of the Owners of a Unit within the Boardwalk Parcel and their employees, agents, contractors, guests and invitees shall have the right and option to the use and benefits of the Boardwalk Limited Common Area and any improvements thereon. From and after the Effective Date of this Supplement, the Boardwalk Owner may dedicate and convey the Boardwalk Limited

Common Area to the Association as “Limited Common Area “ under the Declaration for the primary use and benefit of the Units located within the Boardwalk Parcel.

5. Parcel Assessments for Boardwalk Parcel. The Declarant in accordance with the terms of the Declaration, including, without limitation, Section 7.4 thereof, hereby establishes for and levies against the Units within the Boardwalk Parcel, with joinder and agreement by the Boardwalk Owner, a Parcel Assessment against Units within the Boardwalk Parcel (herein referred to as the “Boardwalk Parcel Assessment”). The Boardwalk Parcel Assessment shall fund and reimburse the Association for any and all Common Expenses incurred by the Association and associated with insurance obtained for the Boardwalk Limited Common Area (or proportionate share thereof as determined to be appropriate by the Association) and the maintenance, repair and/or replacement of the Boardwalk Limited Common Area (including the signage, right-of-way, striping, resurfacing, greenspace, landscaping, and other improvements and facilities therein).

The Boardwalk Parcel Assessments shall be included in the assessments authorized under Article VIII of the Declaration and the lien for assessments set forth in the Declaration and applicable to Units in the Boardwalk Parcel shall secure the Boardwalk Parcel Assessment in addition to any other assessments levied by the Association under the Declaration against such Units. The Board shall determine the month in which the levy of the Boardwalk Parcel Assessment shall commence with respect to Units in the Boardwalk Parcel.

Each Unit within the Boardwalk Parcel shall pay and be liable for the Boardwalk Parcel Assessment in an amount equal to such Unit’s proportionate share of the Common Expenses included in the Parcel Assessment based on the square footage of land located within a Unit in comparison to the square footage of all Units within the Boardwalk Parcel.

The Association may, upon approval of a majority of the votes allocated to the Units within the Boardwalk Parcel in accordance with Section 2.2, permit Owners of other Units within the Property subject to the Declaration to use all or a portion of the Boardwalk Limited Common Areas upon payment of user fees, which user fees shall be offset against Common Expenses attributable to and incurred by the Association with respect to the Boardwalk Limited Common Area to reduce the Boardwalk Parcel Assessment levied against Units within the Boardwalk Parcel.

5. Common Areas within Boardwalk Parcel. The portions of the Boardwalk Parcel described and/or depicted on **Exhibit C** attached hereto shall be part of the Common Areas for the use and benefit of all Units within the Property subject to the Declaration.

6. No Other Effect. Except as expressly amended by this Supplement solely with respect to the Boardwalk Parcel, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby solely with respect to the Boardwalk Parcel, is hereby supplemented and amended by the Declarant and Boardwalk Owner, and the Boardwalk Parcel remains otherwise affected by and included in the Property affected by such Declaration, as modified and amended by this Supplement.

7. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this

Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. Headings. The headings contained in this Supplement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplement.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed to be effective as of the Effective Date.

DECLARANT:
CADG MERCER CROSSING HOLDINGS LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
its sole managing member

By: MMM Ventures, LLC
a Texas limited liability company,
its Manager,

By: 2M Ventures, LLC,
a Delaware limited liability
company, its Manager

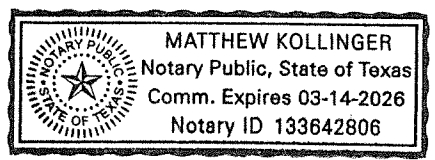
By: *Mehrdad Moayed*
Mehrdad Moayed,
Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of CADG Holdings, LLC, a Texas limited liability company, the sole managing member of CADG Mercer Crossing Holdings LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in his capacity set forth above and on behalf of said limited liability company(ies).

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 2022.

MM



NOTARY PUBLIC STATE OF TEXAS
Printed Name: Matthew B. Kollinger
My commission expires: 3-14-26

BOARDWALK OWNER:
MM MERCER BOARDWALK, LLC
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: *Mehrdad Moayedi*
Name: Mehrdad Moayedi
Its: Manager

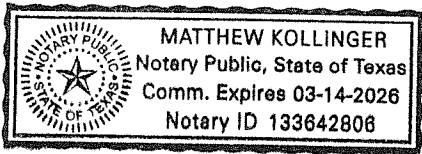
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, the Manager of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM MERCER BOARDWALK, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in his capacity set forth above and on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 2022.

M. M.

NOTARY PUBLIC STATE OF TEXAS
Printed Name: Matthew B. Kollinger
My commission expires: 3-14-26



CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned, being the beneficiary under that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of August 14, 2020, executed by MM MERCER BOARDWALK, LLC (the "**Borrower**") and recorded on August 18, 2020, in Document Number 202000220848, in the Official Public Records of Dallas County, Texas, together with any modifications, supplements, restatements or amendments thereto, hereby consents to the foregoing Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Mercer Crossing Commercial Property (Mercer Boardwalk) pursuant to the terms thereof from time to time (as amended and modified, the "**Supplement**") to be applicable to the Boardwalk Parcel, in accordance with the terms thereof, and furthermore subordinates its lien rights and interests in and to the Boardwalk Parcel to the terms, provisions, covenants, conditions and restrictions under the Supplement so that foreclosure of its lien will not extinguish the terms, provisions, covenants, conditions and restrictions under the Supplement.

LIBERTY BANKERS LIFE INSURANCE COMPANY, an Oklahoma insurance company

By: _____
Name: Bradford A. Phillips
Title: Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Bradford A. Phillips, the Chief Executive Officer of **LIBERTY BANKERS LIFE INSURANCE COMPANY**, an Oklahoma life insurance company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said life insurance company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of December, 2022.

Paula D. Decker

NOTARY PUBLIC STATE OF TEXAS
Printed Name: Paula D. Decker
My commission expires: 12-11-2024

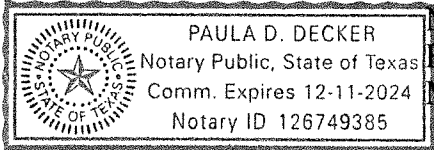


EXHIBIT A
LEGAL DESCRIPTION OF THE BOARDWALK PARCEL

All of the 10.180 acres of real property described on that certain Final Plat of Boardwalk Mercer Addition recorded on September 8, 2022 as Document No. 2022-2022000241316, in the Plat Records of Dallas County, Texas, and described by metes and bounds as follows:

BEING, all of that 10.180 acre (443,452 square foot) tract of land situated in the Harrison C. Marsh Survey, Abstract Number 916, and the William M. Cochran Survey, Abstract Number 279; City of Farmers Branch, Dallas County, Texas; being all of that tract of land described in Special Warranty Deed with Vendor's Lien to MM Mercer Boardwalk, LLC recorded in Document Number 20200220847 of the Official Records of Dallas County, Texas; said 10.180 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "BGE" cap set at the northwest corner of said MM Mercer Boardwalk tract; said point being the northeast corner of Lot 2, Block A, QT 999 Addition, an addition to the City of Farmers Branch recorded in Document Number 201600314315 of the Plat Records of Dallas County, Texas; said point being in the south right-of-way line of Interstate 635 (variable width right-of-way).

THENCE, with the south line of said Interstate 635 and the north line of said MM Mercer Boardwalk tract, the following three (3) courses and distances:

North 89 degrees 45 minutes 38 seconds East, a distance of 515.53 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

North 85 degrees 25 minutes 02 seconds East, a distance of 357.12 feet to a 1/2-inch iron rod with "MILLER 5665" cap found for corner;

North 88 degrees 01 minutes 04 seconds East, a distance of 257.84 feet to a 5/8-inch iron rod with "BGE" cap set at the northeast corner of said MM Mercer Boardwalk tract; said point being the northwest corner of that tract of land described in Special Warranty Deed to MCA Development, LLC recorded in Document Number 201900301748 of the Official Public Records of Dallas County, Texas;

THENCE, departing the south line of said Interstate 635, with the east line of said MM Mercer Boardwalk tract and the west line of said MCA Development tract, the following three (3) courses and distances:

South 00 degrees 07 minutes 32 seconds East, a distance of 186.65 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

North 89 degrees 52 minutes 28 seconds East, a distance of 35.28 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

South 00 degrees 07 minutes 32 seconds East, a distance of 420.69 feet to an "X" cut on a stone wall found for corner; said point being the southeast corner of MM Mercer Boardwalk tract and the southwest corner of said MCA Development tract; said point in the north line of Lot 1, Block A, Lake at Mercer Crossing, an addition to the City of Farmers Branch recorded in Document Number 201600228894 of the Plat Records of Dallas County, Texas;

THENCE, with the south line of MM Mercer Boardwalk tract and the north line of said Lot 1, the following eight (8) courses and distances:

North 76 degrees 29 minutes 04 seconds West, a distance of 30.73 feet to an "X" cut on stone wall found for corner;

North 60 degrees 42 minutes 20 seconds West, a distance of 124.96 feet to an "X" cut on stone wall found for corner;

North 51 degrees 21 minutes 47 seconds West, a distance of 30.47 feet to an "X" cut on stone wall found for corner;

North 39 degrees 54 minutes 33 seconds West, a distance of 180.19 feet to an "X" cut on stone wall found for corner;

North 64 degrees 11 minutes 35 seconds West, a distance of 29.69 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner;

South 87 degrees 29 minutes 54 seconds West, a distance of 520.79 feet to an "X" cut on stone wall found for corner.

North 84 degrees 42 minutes 25 seconds West, a distance of 200.96 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner;

North 82 degrees 24 minutes 59 seconds West, a distance of 138.67 feet to a point at the southwest corner of said MM Mercer Boardwalk tract; said point being in the east line of said Lot 2; from said point a 5/8-inch iron rod with "SCI" cap found bears S 28 degrees 24 minutes East, a distance of 2.3 feet;

THENCE, North 00 degrees 32 minutes 19 seconds West, departing the north line of said Lot 1, with the west line of said MM Mercer Boardwalk tract and the east line of Lot 2, a distance of 315.07 feet to the POINT OF BEGINNING and containing an area of 10.180 acres or 443,452 square feet of land, more or less.

EXHIBIT B

**LEGAL DESCRIPTION AND/OR DEPICTION OF THE
BOARDWALK LIMITED COMMON AREA**

BEING, all of that 1.539 acre (68,011 square foot) tract of land situated in the Harrison C. Marsh Survey, Abstract Number 916, and the William M. Cochran Survey, Abstract Number 279; City of Farmers Branch, Dallas County, Texas; being all of that tract of land described in Special Warranty Deed with Vendor's Lien to MM Mercer Boardwalk, LLC recorded in Document Number 202000220847 of the Official Records of Dallas County, Texas; said 1.539 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch iron rod with "MILLER 5665" cap found for corner in the north line of said MM Mercer Boardwalk tract; said point being in the south right-of-way line of Interstate 635 (variable width right-of-way);

THENCE, North 88 degrees 01 minutes 04 seconds East, with the south line of said Interstate 635 and the north line of said MM Mercer Boardwalk tract, a distance of 3.84 feet to the POINT OF BEGINNING;

THENCE, North 88 degrees 01 minutes 04 seconds East, continuing with the south line of said Interstate 635 and the north line of said MM Mercer Boardwalk tract, a distance of 36.02 feet to a point for corner; from said point;

THENCE, South 00 degrees 14 minutes 22 seconds East, a distance of 155.16 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a southeasterly direction, with said curve to the left, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 90 degrees 00 minutes 02 seconds, and a chord which bears South 45 degrees 14 minutes 24 seconds East, 36.77 feet a point for corner;

THENCE, North 89 degrees 45 minutes 35 seconds East, a distance of 94.99 feet a point for corner at the beginning of a curve to the left;

THENCE, in a northeasterly direction, with said curve to the left, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 89 degrees 59 minutes 58 seconds, and a chord which bears North 44 degrees 45 minutes 36 seconds East, 36.77 feet a point for corner;

THENCE, North 00 degrees 14 minutes 22 seconds West, a distance of 81.39 feet a point for corner at the beginning of a curve to the right;

THENCE, in a northeasterly direction, with said curve to the right, an arc length of 40.05 feet, having a radius of 26.00 feet, a central angle of 88 degrees 15 minutes 26 seconds, and a chord which bears North 43 degrees 53 minutes 21 seconds East, 36.21 feet a point for corner;

THENCE, North 88 degrees 01 minutes 04 seconds East, a distance of 45.60 feet a point for corner in the east line of said MM Mercer Boardwalk tract; said point being in the west line of that tract of land described in Special Warranty Deed to MCA Development, LLC recorded in Document Number 201900301748 of the Official Public Records of Dallas County, Texas;

THENCE, South 00 degrees 07 minutes 32 seconds East, with the east line of said MM Mercer Boardwalk tract and the west line of said MCA Development tract, a distance of 24.01 feet a point for corner;

THENCE, South 88 degrees 01 minutes 04 seconds West, departing the east line of said MM Mercer Boardwalk tract and the west line of said MCA Development tract, a distance of 21.54 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a southwesterly direction, with said curve to the left, an arc length of 40.05 feet, having a radius of 26.00 feet, a central angle of 88 degrees 15 minutes 26 seconds, and a chord which bears South 43 degrees 53 minutes 21 seconds West, 36.21 feet to a point for corner;

THENCE, South 00 degrees 14 minutes 23 seconds East, a distance of 258.11 feet to a point for corner; from said point an "X" cut on a stone wall found at the southeast corner of MM Mercer Boardwalk tract and the southwest corner of said MCA Development tract bears South 18 degrees 29 minutes 07 seconds East, a distance of 258.62 feet;

THENCE, South 89 degrees 45 minutes 36 seconds West, a distance of 24.00 feet to a point for corner;

THENCE, North 00 degrees 14 minutes 23 seconds West, a distance of 124.00 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a northwesterly direction, with said curve to the left, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 90 degrees 00 minutes 02 seconds, and a chord which bears North 45 degrees 14 minutes 23 seconds West, 36.77 feet to a point for corner;

THENCE, South 89 degrees 45 minutes 36 seconds West, a distance of 621.99 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a northwesterly direction, with said curve to the right, an arc length of 78.54 feet, having a radius of 50.00 feet, a central angle of 90 degrees 00 minutes 01 seconds, and a chord which bears North 45 degrees 14 minutes 23 seconds West, 70.71 feet to a point for corner;

THENCE, North 00 degrees 14 minutes 22 seconds West, a distance of 19.78 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a northeasterly direction, with said curve to the right, an arc length of 51.44 feet, having a radius of 50.00 feet, a central angle of 58 degrees 56 minutes 36 seconds, and a chord which bears North 29 degrees 13 minutes 56 seconds East, 49.20 feet to a point for corner;

THENCE, North 58 degrees 42 minutes 14 seconds East, a distance of 8.01 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a northeasterly direction, with said curve to the right, an arc length of 27.10 feet, having a radius of 50.00 feet, a central angle of 31 degrees 03 minutes 24 seconds, and a chord which bears North 74 degrees 13 minutes 56 seconds East, 26.77 feet to a point for corner;

THENCE, North 89 degrees 45 minutes 38 seconds East, a distance of 99.23 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a northeasterly direction, with said curve to the left, an arc length of 1.97 feet, having a radius of 26.00 feet, a central angle of 04 degrees 20 minutes 36 seconds, and a chord which bears North 87 degrees 35 minutes 20 seconds East, 1.97 feet to a point for corner;

THENCE, North 85 degrees 25 minutes 02 seconds East, a distance of 147.58 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a southeasterly direction, with said curve to the right, an arc length of 82.33 feet, having a radius of 50.00 feet, a central angle of 94 degrees 20 minutes 36 seconds, and a chord which bears South 47 degrees 24 minutes 40 seconds East, 73.34 feet to a point for corner;

THENCE, South 00 degrees 14 minutes 22 seconds East, a distance of 35.30 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a southeasterly direction, with curve to the left, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 90 degrees 00 minutes 01 seconds, and a chord which bears South 45 degrees 14 minutes 23 seconds East, 36.77 feet to a point for corner;

THENCE, North 89 degrees 45 minutes 36 seconds East, a distance of 104.00 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a northeasterly direction, with said curve to the left, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 89 degrees 59 minutes 59 seconds, and a chord which bears North 44 degrees 45 minutes 37 seconds East, 36.77 feet to a point for corner;

THENCE, North 00 degrees 14 minutes 22 seconds West, a distance of 154.07 feet to the POINT OF BEGINNING and containing an area of 1.539 acres or 67,035 square feet of land, more or less.

SAVE AND EXCEPT – 0.553 acres/24,099 square feet

BEING, all of that 0.553 acre (24,099 square foot) tract of land situated in the Harrison C. Marsh Survey, Abstract Number 916, and the William M. Cochran Survey, Abstract Number 279; City of Farmers Branch, Dallas County, Texas; being all of that tract of land described in Special Warranty Deed with Vendor's Lien to MM Mercer Boardwalk, LLC recorded in Document

Number 202000220847 of the Official Records of Dallas County, Texas; said 0.553 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch iron rod with "MILLER 5665" cap found for corner in the north line of said MM Mercer Boardwalk tract; said point being in the south right-of-way line of Interstate 635 (variable width right-of-way);

THENCE, South 55 degrees 47 minutes 56 seconds West, departing the north line of said MM Mercer Boardwalk tract and the south line of said Interstate 635, a distance of 212.40 feet to the POINT OF BEGINNING;

THENCE, South 00 degrees 14 minutes 22 seconds East, a distance of 35.30 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a southwesterly direction, with said curve to the right, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 89 degrees 59 minutes 59 seconds, and a chord which bears South 44 degrees 45 minutes 37 seconds West, 36.77 feet to a point for corner; from said point an "X" cut on a stone wall found at the southeast corner of MM Mercer Boardwalk tract bears South 49 degrees 53 minutes 32 seconds East, a distance of 648.13 feet;

THENCE, South 89 degrees 45 minutes 36 seconds West, a distance of 259.00 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a northwesterly direction, with said curve to the right, an arc length of 40.84 feet, having a radius of 26.00 feet, a central angle of 90 degrees 00 minutes 01 seconds, and a chord which bears North 45 degrees 14 minutes 23 seconds West, 36.77 feet to a point for corner;

THENCE, North 00 degrees 14 minutes 22 seconds West, a distance of 19.78 feet to a point for corner at the beginning of a curve to right;

THENCE, in a northeasterly direction, with said curve to the right, an arc length of 26.75 feet, having a radius of 26.00 feet, a central angle of 58 degrees 56 minutes 36 seconds, and a chord which bears North 29 degrees 13 minutes 56 seconds East, 25.58 feet to a point for corner;

THENCE, North 58 degrees 42 minutes 14 seconds East, a distance of 8.01 feet to a point for corner at the beginning of a curve to the right;

THENCE, in a northeasterly direction, with said curve to the right, an arc length of 14.09 feet, having a radius of 26.00 feet, a central angle of 31 degrees 03 minutes 24 seconds, and a chord which bears North 74 degrees 13 minutes 56 seconds East, 13.92 feet to a point for corner;

THENCE, North 89 degrees 45 minutes 38 seconds East, a distance of 99.23 feet to a point for corner at the beginning of a curve to the left;

THENCE, in a northeasterly direction, with said curve to the left, an arc length of 3.79 feet, having a radius of 50.00 feet, a central angle of 04 degrees 20 minutes 36 seconds, and a chord which bears North 87 degrees 35 minutes 20 seconds East, 3.79 feet to a point for corner;

THENCE, North 85 degrees 25 minutes 02 seconds East, a distance of 147.58 feet to a point for corner at the beginning of curve to the right;

THENCE, in a southeasterly direction, with curve to the right, an arc length of 42.81 feet, having a radius of 26.00 feet, a central angle of 94 degrees 20 minutes 36 seconds, and a chord which bears South 47 degrees 24 minutes 40 seconds East, 38.14 feet to the POINT OF BEGINNING and containing an area of 0.553 acres or 24,099 square feet of land, more or less.

EXHIBIT A

**LEGAL DESCRIPTION AND/OR DEPICTION OF
THE OTHER COMMON AREAS WITHIN THE BOARDWALK PARCEL**

Lot 4X and Lot 5X, in Block A, and the 12' Pedestrian Access easement within Lot 6X and adjacent to Lot 5X, Block A, all as shown on the Final Plat of Boardwalk Mercer Addition recorded on September 8, 2022 as Document No. 2022-2022000241316, in the Plat Records of Dallas County, Texas.

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202200324202

eRecording - Real Property

Recorded On: December 29, 2022 10:27 AM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$78.00

******* 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.

File Information:

Document Number: 202200324202
Receipt Number: 20221228000708
Recorded Date/Time: December 29, 2022 10:27 AM
User: Lynn G
Station: CC53

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX