

**MODIFICATION AND CLARIFICATION OF  
MEMORANDUM OF UNDERSTANDING REGARDING THE  
EXTENSION OF UNIVERSITY DRIVE**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between THE CITY OF BRYAN, TEXAS, a Texas home-rule city (“City”), DIAMOND P HOLDINGS, LP, a Texas limited partnership, and TISA PROPERTIES, LLC, a Texas limited liability company (collectively “Peters Parties”) and ADAM DEVELOPMENT PROPERTIES, L.P., a Texas limited partnership (“ADP”). The City, Peters Parties and ADP may also be referred to collectively as the “Parties” or individually as a “Party”. This Agreement is intended to be a modification and clarification to that Memorandum of Understanding Regarding the Extension of University Drive executed between the Parties in July of 2016 (the “MOU”). All capitalized terms herein contained shall refer to those terms as set forth in the original MOU unless otherwise specifically stated herein.

Whereas, the Peters Parties are the owners of the Peters Property, which includes the extension of University Drive; and

Whereas, the City and The Texas Department of Transportation (“TXDOT”) have been coordinating construction of the University Drive extension (the “Extension”) at its intersection with FM 158 in the City, said intersection abutting the west corner of the Property, and due to traffic safety concerns and as contemplated by Section 1.1(h) of the MOU, the TXDOT requires that Dansby Lane’s current intersection with FM 158 be permanently closed prior to the Extension being opened to the public for use; and

Whereas, the obligations of the Peters Parties and the City under the MOU did not specifically define the location of the temporary access road upon the closure of Dansby Lane, and the parties desire to correct that; and

Whereas, under Section 1.1(g), it was intended that water, gas, sewer and electrical utilities extensions would be constructed in connection with the Extension in such a manner that the Peters Property on the south and east side of the Extension would be serviced by all utilities; and

Whereas, since there was no present planned development of the Peters Property to estimate necessary capacities, grades, and line sizes, it was impossible to determine the appropriate location or size of any conduits to be installed across the University Drive Extension; and

Whereas, based upon the agreements by the City and the Peters Parties, it is in the interest of the parties to modify the MOU to reflect the revised intentions of the parties; and

For and in consideration of the promises and agreements by the Parties hereinafter set forth, the Parties agree as follows:

(A) Temporary Access:

(1) Peters Parties agree to the “curb cut” closure of Dansby Lane onto FM 158 right of way as it exists on the date of this Agreement and the opening of the alternative driveway from the Extension to Dansby Lane depicted on the attached drawing labeled Attachment “B” (the “Alternate Lane”).

(2) City or its contractors, at City's sole expense, shall construct and complete the Alternate Lane, with associated installation of fences and cattle guards necessary to assure that livestock on all adjoining properties remain enclosed within such properties.

(3) The Alternate Lane, shall be constructed in such a manner that at its intersection with Dansby Lane, there is sufficient turn radius for Peters Parties, Pamplin, and their respective employees and invitees, to safely maneuver trucks, equipment and cattle trailers through the bend in Alternate Lane, as it intersects Dansby Lane. To the extent possible, the Alternate lane will be constructed using materials from the portion of Dansby Lane being removed. The Alternate Lane will be constructed to substantially the same standard as Dansby Lane.

(B) Future Utility Extensions:

The parties intend that that water, gas, sewer, and electrical utilities which currently terminate north of FM 158 but west of the intersection of FM 158 and University Drive be extended across to the east side of the Extension intersection at FM 158.

The City agrees that at such time the utility extensions occur at this intersection, the City will provide, at no cost to the Peters Parties or ADP:

Conduits for water line and a sewer line that meets specifications necessary for the water and sewer utilities being built at the intersection. Costs for any "oversizing" of the conduits beyond what is necessary for developments upon the Peters Property shall be borne by the City, or third parties as applicable.

(C) Reservations:

Except as specifically modified herein, all other terms and conditions of the MOU remain in full force and effect.

(D) ADP Signature:

Although this Agreement does not create additional obligations upon ADP under the MOU, ADP joins in this Agreement to evidence its consent to the clarifications contained herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE CITY OF BRYAN, TEXAS**

By: \_\_\_\_\_  
Andrew Nelson, Mayor

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Mary Lynn Stratta, City Secretary

\_\_\_\_\_  
Janis K. Hampton, City Attorney



