

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) dated the ____ day of _____, 2020 (“Effective Date”) is made and entered into by and between the City of Bryan, a Texas home-rule municipal corporation situated in Brazos County, Texas (“City”) as Buyer and the 1980 Phillips Group, LLC, a Texas Limited Liability Company, (“Seller”) each shall be referred to individually as a “Party” and collectively, as the “Parties.

RECITALS

- A. **WHEREAS** Seller is the fee simple title owner of three (3) tracts of land,
- a. a 4.209 acre tract as shown in **Exhibit A** attached to this Agreement;
 - b. a .04 acre tract of land described as “Reserved” in the Plat of Briarcrest Estates Phase Two Revised, as recorded in Volume 285, Page 699 of the Official Records of Brazos County, Texas; and
 - c. a .31 acre tract of land described as Lot 1-R2, Block 4, of the Re-plat of Briarcrest Estates Section Two, as recorded in Volume 7600, Page 121 of the Official Records of Brazos County, Texas (collectively the “Real Property”); and
- B. **WHEREAS** the City desires to purchase and the Seller desires to convey the Real Property in accordance with the terms set forth herein.

ARTICLE I. CONVEYANCE AND RESERVATIONS

Section 1.1 Agreement to Sell and Purchase. The Seller agrees to sell, convey, and assign fee simple title to the City, and the City agrees to purchase and accept from the Seller, all of the Seller’s right, title and interest in and to the Real Property for the Purchase Price (defined below), subject to the Mineral Interests, Reservations from Conveyance and Exceptions to Conveyance, all as defined below, and further subject to the terms, conditions and provisions hereof.

Section 1.2 Reservations from Conveyance.

1.2.1 Mineral Interests. Seller hereby notifies City and City hereby acknowledges that Seller owns the mineral estate. The mineral estate is expressly excluded from the Property to be conveyed by Seller to City pursuant to this Agreement. The Seller reserves all oil, gas, and other minerals in, on, and under the Property. Such reservation shall waive and relinquish the right to use the surface of the Property for the drilling, mining, exploring, storage, or the development of oil, gas, and other minerals in any future oil, gas, and mineral lease.

1.2.2 Water Rights. Subject to the existing Water Rights Contract between the parties, the Seller shall reserve unto itself all of the groundwater, underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Property, excluding underflow or flow in a defined subterranean channel. Such reservation shall waive and relinquish the right to use the surface of the Property for the drilling, exploration or production of

groundwater except as expressly authorized by the Seller's Historic Use Permit # BV-HU-0069 issued by the Brazos Valley Groundwater Conservation District and Donors reserved water and irrigation easement. Seller agrees to access all other reserved water rights by way of a slant hole well off-site of the Property. The surface water is not reserved.

Section 1.3 Exceptions to Conveyance. The following broad exceptions to the conveyance of the Real Property will be incorporated into the granting Deed: validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Seller, and other instruments, other than conveyances of the surface fee estate, that affect the Real Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

Section 1.4 Purchase Price. The Purchase Price of the Real Property is SIX HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$665,000.00) payable in immediately available federal funds at Closing.

ARTICLE II. MANNER OF CONVEYANCE

Section 2.1 The conveyance by Seller of the Real Property to City shall be by Special Warranty Deed in a form agreed to by and between Seller and City prior to the Closing ("Deed").

ARTICLE III. DEADLINES AND OTHER DATES

Section 3.1 All deadlines in this Agreement expire at 5:00 P.M. central standard time. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence in this Agreement and the following deadlines apply:

- 3.1.1. Delivery of Title Commitment and copies of instruments referenced therein (as legible as available): five (5) business days after the Effective Date
- 3.1.2. Delivery of Title Objections: five (5) business days after delivery of the Title Commitment and copies of instruments
- 3.1.3. End of Inspection Period: May 21, 2020
- 3.1.4. Closing Date: May 22, 2020

Section 3.2 The Parties acknowledge that the foregoing deadlines may be extended as necessary due to any event of force majeure, including but not limited to any acts of God, disease, war, riot, or act of government in response to same. The Parties expressly acknowledge that at the time of the execution of this Agreement, there has been a local, state, and federal declaration of emergency due to the COVID-19 virus. While the City Council for the City of Bryan has not yet issued any order that would prevent the

City from meeting any of the foregoing deadlines, it will not be deemed a breach of this Agreement should such orders be issued in the future.

ARTICLE IV. TITLE AND SURVEY

Section 4.1 “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The “Effective Date” stated in the Title Commitment must be after the Effective Date of this Agreement. “Title Policy” means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to City, containing only the Permitted Exceptions.

Section 4.2 “Survey” means the metes and bounds description of the 4.209 acre parcel, which is attached to this Agreement as **Exhibit B**.

Section 4.3 Seller shall cause the Title Company to issue a Title Commitment to City setting forth, without limitation, status of the title of the Land and/or Improvements and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and all other matters of record affecting the Land and/or Improvements and deliver copies of all exceptions listed in Schedule B thereof.

Section 4.4 City has until the deadline stated above to notify Seller of City’s objections to any objections to issues raised in the Survey and the Title Commitment (“Title Objections”). City will be deemed to have approved all matters reflected by the Survey and Title Commitment to which City has made no Title Objection by the Title Objection Deadline. The matters that City either approves or is deemed to have approved are “Permitted Exceptions.” If City notifies Seller of any Title Objections as provided above, Seller has five (5) days from receipt of City’s notice to notify City whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, City may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this Agreement is terminated or City will proceed to close, subject to Seller’s obligations, as applicable, to resolve the items listed in Schedule C of the Title Commitment for which it is responsible (including removal of liquidated liens), remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice, if any. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment for which it is responsible (including removal of liquidated liens), remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and cure the Title Objections that Seller has agreed to cure in the Cure Notice, if any.

ARTICLE V. INSPECTION PERIOD

Section 5.1 City may enter the Real Property before closing to inspect it, at City’s cost, subject to the following:

- (a) City must deliver evidence to Seller that City has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
- (b) City may not unreasonably interfere with existing operations or customers of the Seller;
- (c) City must notify Seller in advance of City's plans to conduct tests so Seller may be present during the tests;
- (d) If the Real Property is altered because of City's inspections (or that of its agents, employees, consultants, engineers, or invitees), City must return the Real Property to its pre-inspection condition promptly after the alteration occurs; and
- (e). City must deliver to Seller copies of all inspection reports that City prepares or receives from third-party consultants or contractors by the earlier to occur of (i) two (2) days prior to closing or (ii) within three (3) days of their preparation or receipt.

Section 5.2 Notices to be Delivered. The following notices, statements, and certificates shall be delivered by Seller to City at or before closing, if applicable to the Real Property:

- (a) Notice of deed restrictions in Seller's records, described in Section 212.155 of the Texas Local Government Code.
- (b) Notice concerning underground storage tanks, described in Section 334.9 of Title 30 of the Texas Administrative Code.
- (c) Notice concerning asbestos, described in Sections 1910.1001 and 1926.1101 of Title 29 of the Code of Federal Regulations.

Section 5.3 Seller's Records. To the extent that Seller has possession of the following items pertaining to the Real Property, Seller will deliver or make the items or copies of them available to City within ten (10) days of the Effective Date:

- (a) Governmental
 - A. Governmental licenses, certificates, permits, and approvals
 - B. Tax statements for the current year
 - C. Notices of appraised value for the current year
 - D. Records of regulatory proceedings or violations (for example, condemnation, environmental)
- (b) Land
 - A. Soil reports
 - B. Environmental reports

- C. Engineering reports
- D. Drainage reports
- E. Prior surveys
- F. Site plans
- G. Mineral Leases and Surface Waivers

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF SELLER

Section 6.1 Seller represents and warrants to City, which representations and warranties also are deemed to be made on and shall survive the Closing Date:

- (a) There are no leases on the Real Property except the existing oil, gas, and mineral lease.
- (b) There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened, against or affecting Seller or the Real Property or any portion thereof or any of the Real Property contracts or relating to or arising out of the ownership, management or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, except those set forth on a list of pending or threatened litigation delivered to City contemporaneously with the execution of this Agreement.
- (c) Seller has no knowledge of any assessments for public improvements made against the Real Property which remain unpaid, and Seller has no knowledge of any plans by Governmental Authorities to implement any such assessments prior to the Closing Date.
- (d) There is no pending or threatened condemnation or similar proceeding or special assessment (inclusive of assessments for street widening, repair, or improvement) affecting the Real Property.
- (e) To Seller's knowledge, the Real Property is not in violation in any material respect of any federal, state, county, or city statute, ordinance, code, rule, or regulation of stating that any investigation has commenced or is contemplated regarding any violation.
- (f) To Seller's knowledge, there are no underground storage tanks located in, on, or under the Real Property.
- (g) The officers of Seller executing this Agreement and the documents and instruments to be executed by Seller in connection with this transaction have been duly authorized to execute the documents and instruments to be executed by Seller in connection with this transaction.
- (h) Seller has not received any notices from any insurance company or Governmental Authorities of any defects or inadequacies in the Real Property or any part thereof which would materially and adversely affect the insurability of the Real Property or cause an increase in the premiums for the insurance therefor.

(i) The terms Governmental Authority and Governmental Authorities mean the United States of America, the state, county and city where the Real Property is located, and any other political subdivision in which the Real Property is located or which exercises jurisdiction over the Real Property or the construction of improvements on the Real Property, and any agency, department, commission, board, bureau, property owners association, utility district, flood control district, improvement district, or similar district, or other instrumentality of any of them.

Section 6.2. Seller's Covenants. Seller shall:

- (a) Maintain in force all existing, fire and extended coverage insurance upon each Real Property and general liability insurance until Closing.
- (b) Continue to operate and maintain the Real Property as currently operated and maintained and keep the Real Property in reasonably the same condition and repair as it currently exists until Closing, except for normal wear and tear and any casualty or condemnation, and Seller shall not remove any Improvements without replacing it with comparable items in good working order.
- (c) Subject to the proration set forth in this Agreement, cause all non-contested trade accounts and costs and expenses of operation and maintenance of the Real Property incurred prior to the Closing to be promptly paid when due.
- (d) Not enter into any new contracts that cannot be canceled by City, without additional cost, at Closing, such cancellation to be effective no longer than thirty (30) days thereafter, or enter into any other contracts related to the Real Property whereby Seller or an affiliate receives any pre-paid or up-front consideration, without the prior written consent of City, which consent shall not to be unreasonably withheld.
- (e) Except for matters related to the health, safety or welfare of the members, employees and guests, not make any material alterations in the Real Property without the prior written consent of City.
- (f) Obtain such written consents and approvals as may be required in order to permit Seller to perform Seller's obligations under this Agreement.

ARTICLE VII. CONDITIONS PRECEDENT

7.1 City's right, power, and authority to purchase the Real Property from Seller as provided in this Agreement and to carry out City's obligations under this Agreement, and all requisite action necessary to authorize City to enter into this Agreement and to carry out City's obligations hereunder on or before closing shall be subject to approval of this purchase by the Bryan City Council prior to Closing.

ARTICLE VIII. CLOSING

Section 8.1 Closing. This transaction will close at the office of Aggeland Title Company at a date and time agreeable to the parties, (“Closing Date”) which must be on or before May 22, 2020. The parties may perform at closing through an escrow closing with the Title Company as escrow agent. At closing, the following will occur:

- (a) At closing, Seller will deliver to City the following items:
 - (i) IRS Non-foreign Person Affidavit.
 - (ii) Evidence of Seller’s authority to close this transaction.
 - (iii) Lien release, if any as required herein.
 - (iv) Executed Special Warranty Deed in a form agreed to by and between Seller and City prior to the Closing Date.

- (b) At closing, City will deliver the following items to Seller:
 - (i) Evidence of City’s authority to consummate this transaction by way of a resolution of the Bryan City Council approving the purchase.
 - (ii) To the Title Company, in cash, by wire transfer, or in other immediately available federal funds, the Purchase Price, less any prorated items that Buyer is to be credited at closing.

- (c) Notwithstanding the forms of the closing documents attached to this Agreement, Seller and City agree that they will be conformed, as necessary, in order to comply with applicable law. Additionally, Seller and City shall execute and deliver to the appropriate parties any additional documents and instruments that, in the reasonable opinion of City's counsel and Seller's counsel, are necessary to consummate the transaction.

Section 8.2 Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse any funds paid by City or Seller in accordance with this Agreement, record the Deed, and deliver or record, as applicable, the other Closing Documents, and distribute documents and copies in accordance with the parties' written instructions.

Section 8.3 Delivery of Originals. Seller will deliver to City the originals of Seller’s Records.

Section 8.4 Possession. Seller will deliver possession of the Real Property to City, subject to the Mineral Interests, Restrictive Covenants, Reservations from Conveyance, and Exceptions to Conveyance.

Section 8.5 Transaction Costs.

- (a) Seller's Costs. Seller will pay for the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller (if any); and Seller will be responsible for Seller's own attorney's fees.
- (b) City's Costs. City will pay the escrow fee charged by the Title Company. The City will pay for an owner's policy of title insurance, and its own expenses and attorney's fees.
- (c) Ad Valorem Taxes. Ad valorem taxes for the Real Property for the year of closing will be prorated between City and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to City at closing as an adjustment. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.
- (d) Brokers' Commissions. At closing, each party shall provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which it was responsible, or, if applicable, a written representation that that no realtor, broker, finder, or other intermediary has been involved with or employed by such party in connection with the transaction contemplated by this Agreement.

ARTICLE IX. TERMINATION, DEFAULT, AND REMEDIES

Section 9.1 City's Right to Terminate. City may terminate this Agreement for any reason by notifying Seller prior to the expiration of the Inspection Period.

Section 9.2 Seller's Default. (a) If Seller shall fail or refuse to consummate the transaction in accordance with the terms of this Agreement (and City is not in breach of the Agreement), the City may at its option and as its sole and exclusive remedy (i) terminate this Agreement by giving notice to Seller on or before the Closing Date and Closing Time or (ii) seek specific performance of the Agreement and such other remedies available at law.

- (a) If any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), City may as its sole and exclusive remedy terminate this Agreement by giving notice to Seller on or before the Closing Date and Closing Time.

Section 9.3 City's Default. If City fails to perform any of its obligations under this Agreement ("City's Default"), and City fails to reasonably cure the default within five (5) days after receiving written notice of it from Seller, Seller may, as the sole and exclusive remedy, terminate this Agreement by giving notice to City on or before the Closing Date and Closing Time.

ARTICLE X. CASUALTY AND CONDEMNATION

Section 10.1 Casualty. All risk of loss or damage to the Premises shall be borne by Seller until Closing. However, in the event of any damage to the Real Property prior to Closing, City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder,

conditioned upon Seller assigning all its interest in insurance or other payments for loss or damage to the Real Property.

Section 10.2 Condemnation. In the event of condemnation or threat of condemnation of any part of the Real Property prior to Closing, City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to Seller at Closing.

ARTICLE XI. MISCELLANEOUS

Section 11.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing shall not be merged by deed or otherwise be extinguished.

Section 11.2 Notice. Any notice required or permitted to be delivered by this Agreement shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

Seller:
1645 Greens Prairie Road #204
College Station, Texas 77845
vhillert@phillipsevents.com/wsphillips3@gmail.com
(979) 412-0973

City:
Attention: City Manager
Post Office Box 1000
Bryan, Texas 77805
kregister@bryantx.gov
(979) 209 - 5100

Section 11.3 Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are to be performed in Brazos County, Texas.

Section 11.4 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. The persons executing this Agreement do so in their capacities as set forth below and in no other capacity whatsoever, and such persons, shall have no personal liability for executing this Agreement in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

Section 11.5 Invalid Provision. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 11.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.

Section 11.7 Prior Agreements Superseded. This Agreement embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

Section 11.8 Time of Essence. Time is of the essence to this Agreement.

Section 11.9 Singular/Plural. Words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 11.10 Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and condition of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and affect. The continued performance by either part of this Agreement with knowledge of the breach of any term or condition here shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof shall be deemed to have been made, or operate as estoppel unless expressed in writing and signed by such party.

Section 11.11 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Section 11.12 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

Section 11.13 Survival. All provisions of this Agreement that are expressly intended to be performed after Closing, shall survive Closing.

EXECUTED TO BE EFFECTIVE on the date above written, which shall be the date signed by the last party to sign, after all parties have signed. Neither party shall be bound by this Agreement until and unless it is executed by both parties. This Agreement shall expire or be of no further force or effect thirty (30) days after the execution of the first party to sign if it has not been executed by the other party within that time period.

SELLER:

THE 1980 PHILLIPS GROUP, LLC

Wallace S. Phillips, III
Sole Member

Date: _____

CITY

CITY OF BRYAN, TEXAS

By: _____
Kean Register, City Manager

Date: _____

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

EXHIBIT B

METES AND BOUNDS DESCRIPTION

OF A

4.209 ACRE TRACT

JOHN AUSTIN LEAGUE, A-2

BRYAN, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE JOHN AUSTIN LEAGUE, ABSTRACT NO. 2, BRYAN, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 125.89 ACRE TRACT AS DESCRIBED BY A DEED TO THE 1980 PHILLIPS GROUP, LLC RECORDED IN VOLUME 11644, PAGE 89 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, THE REMAINDER OF A CALLED 4.1763 ACRE TRACT AS DESCRIBED BY A DEED TO BRIARCREST COUNTRY CLUB RECORDED IN VOLUME 1877, PAGE 6 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A 0.038 ACRE TRACT AS DESCRIBED BY A DEED TO THE 1980 PHILLIPS GROUP RECORDED IN VOLUME 11912, PAGE 179 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID 0.038 ACRE TRACT BEING THE RESERVE TRACT AS SHOWN ON THE PLAT OF BRIARCREST ESTATES, SECTION TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 285, PAGE 699 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID REMAINDER OF 4.1763 ACRE TRACT BEING THE PORTION OF SAID 4.1763 ACRE TRACT NOT CONTAINED WITHIN THE METES AND BOUNDS DESCRIPTION OF SAID 125.89 ACRE TRACT, 11644/89.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 1, SAFEWAY ADDITION NO. 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 368, PAGE 893 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF 125.89 ACRE TRACT AND THE EAST CORNER OF A CALLED 1.0783 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 2991, PAGE 322 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD 83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-33 (N:10230645.06; E:3550917.70) AND AS ESTABLISHED BY GPS NETWORK OBSERVATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00011055614 (CALCULATED USING GEOID 12B).

THENCE: N 47° 54' 15" W ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND SAID 1.0783 ACRE TRACT FOR A DISTANCE OF 250.03 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 1.0783 ACRE TRACT;

THENCE: S 42° 15' 11" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND SAID 1.0783 ACRE TRACT FOR A DISTANCE OF 124.94 FEET TO A PAINT DOT FOUND ON CONCRETE MARKING THE SOUTH CORNER OF SAID REMAINDER OF 4.1763 ACRE TRACT;

THENCE: N 47° 54' 15" W ALONG THE COMMON LINE OF SAID REMAINDER OF 4.1763 ACRE TRACT AND SAID 1.0783 ACRE TRACT FOR A DISTANCE OF 51.97 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND AT THE END OF CAMELOT DRIVE MARKING THE WEST CORNER OF SAID REMAINDER OF 4.1763 ACRE TRACT;

THENCE: N 68° 18' 13" E ACROSS THE END OF CAMELOT DRIVE FOR A DISTANCE OF 11.23 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND ON THE NORTHEAST LINE OF CAMELOT DRIVE;

THENCE: N 47° 44' 27" W ALONG THE NORTHEAST LINE OF CAMELOT DRIVE FOR A DISTANCE OF 53.08 FEET TO A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 0.038 ACRE RESERVE TRACT AND THE SOUTH CORNER OF LOT 1-R2, BLOCK 4, BRIARCREST ESTATES, SECTION TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 7600, PAGE 121 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 49' 30" E ALONG THE COMMON LINE OF SAID 0.038 ACRE RESERVE TRACT AND SAID LOT 1-R2 FOR A DISTANCE OF 53.75 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND MARKING A COMMON CORNER OF SAID LOT 1-R2 AND SAID REMAINDER OF 125.89 ACRE TRACT;

THENCE: N 06° 58' 41" W ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND SAID LOT 1-R2 FOR A DISTANCE OF 60.37 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND MARKING A WEST CORNER OF A CALLED 6.573 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 14431, PAGE 21 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 83° 01' 35" E ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND SAID 6.573 ACRE TRACT FOR A DISTANCE OF 69.72 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND MARKING AN ANGLE POINT INS AID COMMON LINE;

THENCE: N 41° 49' 30" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND SAID 6.573 ACRE TRACT FOR A DISTANCE OF 408.61 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND MARKING AN EASTERLY CORNER OF SAID 6.573 ACRE TRACT;

THENCE: THROUGH SAID REMAINDER OF 125.89 ACRE TRACT FOR THE FOLLOWING CALLS:

S 48° 10' 30" E FOR A DISTANCE OF 62.44 FEET;

N 76° 50' 30" E FOR A DISTANCE OF 59.91 FEET;

S 48° 57' 07" E FOR A DISTANCE OF 257.63 FEET;

S 41° 02' 53" W FOR A DISTANCE OF 3.00 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF LOT 1, BLOCK A, T&T SUBDIVISION, PHASE 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 648, PAGE 251 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 15' 55" W ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND T&T SUBDIVISION, PHASE 1, FOR A DISTANCE OF 415.08 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTH CORNER OF THE AFOREMENTIONED SAFEWAY ADDITION NO. 1;

THENCE: S 42° 24' 11" W ALONG THE COMMON LINE OF SAID REMAINDER OF 125.89 ACRE TRACT AND SAFEWAY ADDITION NO. 1 FOR A DISTANCE OF 76.01 FEET TO THE **POINT OF BEGINNING** CONTAINING 4.209 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND.

BRAD KERR

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 4502

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