



WALSH GALLEGOS  
TREVINO KYLE & ROBINSON P.C.

February 3, 2022

Mr. David Schmitz  
Parks and Recreation  
CITY OF BRYAN  
300 S. Texas Avenue  
Bryan, Texas 77803

*Via Email: dschmitz@bryantx.gov*

Re: Establishment of the boundary line between your tract and Seller's adjacent tract

Seller: Blinn College, a Texas public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas

Buyer: Board of Trustees of the Bryan Independent School District

Dear Mr. Schmitz:

I am writing to follow up on our discussion concerning the boundary line between the City of Bryan's two tracts, described as City of Bryan Parkland Dedication Rock Hollow Subdivision 3506/347 and City of Bryan Parkland Dedication Carriage Hills Subdivision Phase One 2718/168 (the "Property") and the adjacent 95.29-acre tract owned by Seller ("Seller's Tract"). As discussed, my client, Bryan Independent School District, is under contract to purchase Seller's Tract and certain fences are located on Seller's Tract that are not located on the boundary line established by the legal description in the vesting deed(s). As we discussed, there is a barbed wire fence that does not run along the legal boundary line of the Property and Seller's Tract (the "Fence"). The survey, enclosed, illustrates the location of the Fence.

In connection with the aforementioned purchase and establishing clean title to Seller's Tract, Buyer has asked the title company, Aggieldand Title, for advice on how to best address the discrepancy between the legal boundary line between the Property and Seller's Tract and the location of the Fence. The title company has shared that if we have a boundary line agreement, to include some type of release of all rights by the City of Bryan (and other neighbors are being similarly addressed) as to the portion of land between the legally established boundary line and the Fence, as well as any rights or claims to adverse possession, the title company would remove any exception as to the Fence and would add an "exception" as to the terms and conditions of the recorded boundary line agreement(s). The purpose of the agreement is merely to document that the City of Bryan and the Seller agree that the boundary line between the Property and Seller's Tract is the boundary line established by the vesting deeds/dedications that were delivered to the City of Bryan and Seller when the Property and Seller's Tract were acquired, and not by the location of the Fence. To that end, Buyer submits the enclosed boundary line agreement for the City of Bryan's review and execution. If the City of Bryan would kindly execute and return the enclosed agreement to me, then I will share it with Blinn College and the title company for recording. As counsel for Buyer, I always recommend that other parties obtain their own counsel.

We look forward to hearing from you.

Best wishes,  
*/s/ Ann Greenberg*  
Ann Greenberg

## Boundary Line Agreement

**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.**

Effective Date: \_\_\_\_\_, 2022

Owner: Blinn College, a Texas public community college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas

Owner's Address: 902 College Avenue, Brenham, Brazos County, Texas 77833

Owner's Property: That certain tract containing 95.29 acres, more or less, which is located in Brazos County, Texas, as more fully described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes

Adjoining Owner: City of Bryan

Adjoining

Owner's Address: 300 S. Texas Ave., Bryan, Brazos County, Texas 77803

Adjoining

Owner's Property: That certain two (2) tracts noted in the survey at Exhibit A as: (1) City of Bryan Parkland Dedication Rock Hollow Subdivision, recorded in Volume 3506, Page 347; and (2) City of Bryan Parkland Dedication Carriage Hills Subdivision Phase One, recorded in Volume 2718, Page 168, of the real property records of Brazos County, Texas, as depicted in Exhibit A attached hereto and incorporated herein by reference for all purposes.

Based on an examination of the survey of Owner's Property and the location of certain fences thereon, there appears to be a question as to the location of the common boundary line between Owner's Property and Adjoining Owner's Property. Owner and Adjoining Owner desire to settle the question by executing this agreement.

In consideration of establishing the common boundary line between Owner's Property and Adjoining Owner's Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Adjoining Owner hereby agree as follows:

1. Set forth in **Exhibit A** attached hereto and incorporated herein by reference for all purposes is a metes-and-bounds description of Owner's Property, which reflects the line that Owner and Adjoining Owner have agreed will henceforth constitute the common boundary line between Owner's Property and Adjoining Owner's Property.

2. Owner and Adjoining Owner hereby agree to a release of any possible rights implicated by the location of any fences not located upon the agreed boundary line, including any possible rights or claims to adverse possession, and agree that the common boundary line between Owner's Property and Adjoining Owner's Property is established by the legal description attached hereto as **Exhibit A**.

3. This agreement binds and inures to the benefit of Owner and Adjoining Owner, and their respective successors, and assigns.

[SIGNATURE PAGE FOLLOWS]