

July 28, 2022

Item No. 9.5.

Saum Resolution and Settlement Agreement

Sponsor: Adam Falco, Interim City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution approving a settlement agreement between the City of College Station and Olga S. Kucerak, as Independent Executrix Of The Estate Of Gerry L. Saum, Deceased, and as Independent Administrator Of The Estate Of Susan M. Wood, Deceased (Olga Kucerak), resolving all litigation between the parties, and to provide for the City's purchase of 102.25 acres of land located generally along N. Dowling Road in South Brazos County, Texas, from Olga Kucerak for a purchase price of \$3,578,750.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): That the City Council adopt the resolution approving the settlement agreement.

Summary: Since 2017, the City has been involved in litigation concerning the sale of approximately 102.25 acres of land to the City for a regional park. To settle the litigation, the City negotiated the attached settlement agreement providing for the City's purchase of the land for the price of \$35,000.00 per acre for a total purchase price of \$3,578,750.00 and providing for the mutual release of all claims related to this matter.

Budget & Financial Summary: The budget for this settlement is included in Community Zones A, B and AB. The appropriation of those funds will be included on Budget Amendment #4.

Attachments:

1. Saum Resolution and Settlement Executed by Seller

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS WITH RESPECT TO *THE CITY OF COLLEGE STATION, TEXAS, V. GERRY L. SAUM, INDIVIDUALLY, AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF SUSAN M. WOOD, DECEASED*, CAUSE NO. 17-002742-CV-361 AND CAUSE NO. 615-CC.

WHEREAS, since 2017, the City of College Station, Texas, has been involved in ongoing litigation as cited above concerning the sale of approximately 102.25 acres of land (the “Land”) to the City for use as a regional park; and

WHEREAS, the City has negotiated to resolve both lawsuits with the sale of the Land to the City at a price of \$35,000.00 per acre; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council approves the Settlement Agreement and Release of All Claims, as attached in **Exhibit “A”**, for a total purchase price not to exceed \$3,578,750.00.

PART 3: That the City Council authorizes the Mayor to execute the Settlement Agreement and Release of All Claims on behalf of the City of College Station.

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

CAUSE NO. 17-002742-CV-361

CITY OF COLLEGE STATION,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
vs.	§	361st JUDICIAL DISTRICT
	§	
GERRY L. SAUM, INDIVIDUALLY, AND	§	
AS INDEPENDENT EXECUTOR OF THE	§	
ESTATE OF SUSAN M. WOOD, DECEASED,	§	
Defendant	§	BRAZOS COUNTY, TEXAS

(“Breach of Contract Lawsuit”)

NO. 615-CC

THE CITY OF COLLEGE STATION,	§	IN THE COUNTY COURT
TEXAS	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	AT LAW NUMBER 2
GERRY L. SAUM, INDIVIDUALLY,	§	
AND AS INDEPENDENT EXECUTRIX	§	
OF THE ESTATE OF SUSAN M.	§	
WOOD, DECEASED	§	
	§	
Defendant.	§	OF BRAZOS COUNTY, TEXAS

(“Condemnation Lawsuit”)

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (the “Agreement”) is made and entered into by and between the City of College Station, Texas (“College Station”) and Olga S. Kucerak, as Independent Executrix Of The Estate Of Gerry L. Saum, Deceased, and as Independent Administrator Of The Estate Of Susan M. Wood, Deceased (“Olga Kucerak”), all collectively referred to as the “Parties.”

WHEREAS, College Station, Plaintiff, is a home-rule municipal corporation organized and operating under the laws of the State of Texas, and having the right of eminent domain and power of condemnation; and

WHEREAS, the Estates of Gerry L. Saum and Susan M. Wood own approximately 102.25 acres of land situated in the Childress A-95 and Yates A-248 surveys, Brazos County, Texas of which the City of College Station, Texas seeks to acquire a fee simple title, more particularly described in the metes and bounds description attached hereto as “Exhibit A” and incorporated herein for all purposes (the “**Property**”); and

WHEREAS, on October 18, 2017, College Station filed an action in Brazos County District Court, thereby initiating a lawsuit captioned *City of College Station, Texas v. Gerry L. Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased*, Cause No. 17-002742-CV-361, seeking injunctive relief and specific performance of a real estate purchase contract for the sale of the Property to College Station (the “**Breach of Contract Lawsuit**”); and

WHEREAS, on February 25, 2019, Ms. Saum filed a Second Amended Answer and Counterclaims in the Breach of Contract Lawsuit, wherein Ms. Saum asserted counterclaims including, but not limited to, claims for wrongful injunction, fraud, and negligent misrepresentation; and

WHEREAS, on February 13, 2020, Ms. Saum filed a Third Amended Answer and Counterclaims in the Breach of Contract Lawsuit, asserting counterclaims for fraud; and

WHEREAS, on or about September 16, 2021, an Original Petition was filed in Brazos County, in the County Court at Law No. 2, captioned *City of College Station v. Gerry L. Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood., Deceased*, Cause No.615-CC (the “**Condemnation Lawsuit**”); and

WHEREAS, Gerry L. Saum was the Independent Executrix of the Estate of Susan M. Wood, deceased; and

WHEREAS, Gerry L. Saum died on October 25, 2021, in San Antonio, Texas; and

WHEREAS, Olga Kucerak was appointed to serve as the Independent Executrix of the Estate of Gerry L. Saum, deceased on January 5, 2022; and

WHEREAS, the Parties want to resolve all claims, including but not limited to, any and all claims and causes of action relating to or arising out of any contention that could be asserted by any of the Parties in the above styled and numbered proceedings.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties have agreed to the following terms:

1. Olga Kucerak, acting in her capacity of Independent Executrix of the Estate of Gerry L. Saum, deceased, and as the Independent Administrator of the Estate of Susan M. Wood, deceased, hereby releases and forever discharges the City of College Station, its respective officials, agents, servants, employees, and attorneys (the “Kucerak Released Parties”), of and from any and all claims, demands, damages (both pecuniary and non-pecuniary), actions, causes of actions, attorneys’ fees, expenses, court costs, compensation, and all consequential damages, including diminution in value, and all costs and expenses incurred by the Estate of Gerry L. Saum and Estate of Susan M. Wood, its agents, servants, employees, and attorneys, including attorneys’ fees and expert witness fees, purchase or construction costs, engineering, surveying, or land-planning fees or costs, or suits in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing or whether or not now known or not known to the Parties, with respect to the Property, the above styled and numbered Condemnation Lawsuit and Breach of Contract Lawsuit.

2. The City of College Station releases and forever discharges Olga Kucerak, individually and acting in her capacity of Independent Executrix of the Estate of Gerry L. Saum, deceased, and as Independent Administrator the Estate of Susan M. Wood, deceased, along with their respective agents, representatives, employees, heirs, devisees, beneficiaries, trustees, successors, assigns, entities (whether or not incorporated or registered), attorneys, related persons and entities acting by, through and under them (the "City Released Parties") of and from any and all claims, demands, damages (both pecuniary and non-pecuniary), actions, causes of actions, attorneys' fees, expenses, court costs, compensation, and all consequential damages, including diminution in value, attorneys' fees and expert witness fees, purchase or construction costs, engineering, surveying, or land-planning fees or costs, or suits in equity, of whatsoever kind or nature, and all costs and expenses incurred and/or sustained by the City of College Station, whether heretofore or hereafter accruing or whether or not now known or not known to the Parties, with respect to the Property, the above styled and numbered Condemnation Lawsuit and Breach of Contract Lawsuit.

3. Provided that the City of College Station complies with all other terms of this Agreement, Olga Kucerak as Independent Executrix of the Estate of Gerry L. Saum, deceased and as the Independent Administrator the Estate of Susan M. Wood, deceased, agrees to convey all of their rights, title and interest to the Property to College Station by Special Warranty Deed attached hereto as Exhibit "B," and incorporated herein by this reference. The City of College Station further acknowledges by acceptance of the Special Warranty that it is accepting the Property **"AS-IS AND WITH ALL FAULTS."**

3. College Station agrees to pay to the Estate of Gerry L. Saum, deceased the total sum of \$3,578,750.00 at the time of closing. Closing for the sale of the Property shall be held at

University Title Company, College Station, Texas, within 21 days from the full execution of this Agreement by the Parties, or at such time and date as the Parties mutually agree upon in writing. The City of College Station warrants that the College Station City Manager has been given authority to extend, on behalf of the City, the time for closing if both Parties agree in writing to an extension of the Closing for the sale of the Property.

4. Olga Kucerak, acting in her capacity as Independent Executrix of the Estate of Gerry L. Saum, deceased, and as the Independent Administrator the Estate of Susan M. Wood, deceased, agrees that the Estate of Gerry L. Saum, deceased and the Estate of Susan M. Wood, deceased, shall be liable for the ad valorem property taxes for 2022 until the date of the closing. College Station, as a Texas Home-Rule Municipality, is exempt from any taxes assessed and levied against the Property pursuant to Texas Property Code, §11.11; however, College Station recognizes Olga Kucerak, liability for the ad valorem property taxes terminates on the date of closing. The City of College Station further agrees that it shall be liable and shall pay at Closing all closing costs, including but not limited to any fees associated with any survey, title policy fees, document preparation fees, escrow fees and any other fees associated with the closing for the sale of the Property.

5. Each Party to this Agreement is acting voluntarily and on its or his own free will and is in no way relying upon any promise, warranty, representation, or agreement of any kind whatsoever, made directly or indirectly, by any agent, employee, or attorney of the Party being released or any person or firm in privity with the Party being released; and both College Station and Olga Kucerak, Independent Executrix of the Estate of Gerry L. Saum, deceased and as the Independent Administrator of the Estate of Susan M. Wood, deceased, understand that this is a

full, final and complete settlement of all claims of any kind or character whatsoever, both known or unknown, arising out of those matters described herein.

6. This Agreement is made solely for the purpose of avoiding further costly litigation and for making peace under the facts and circumstances of this particular case, and in entering into this Agreement, neither Party is in any way admitting liability, but each expressly denies liability to the opposing party in the lawsuits described herein or otherwise.

7. Olga Kucerak, Independent Executrix of the Estate of Gerry L. Saum, deceased, and Independent Administrator of the Estate of Susan M. Wood, deceased, hereby covenants and agrees not to sue or institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against the City of College Station and the City Released Parties relating to any and all matters made the subject of this Agreement, unless litigation is necessary to enforce the terms of said Agreement. The City of College Station hereby covenants and agrees not to sue or institute or cooperate in the institution, commencement, filing or prosecution of any suit, administrative proceeding, demand, claim, or cause of action, whether asserted individually or derivatively, against Olga Kucerak, individually and in her capacity as Independent Executrix of the Estate of Gerry L. Saum, deceased, and as the Independent Administrator of the Estate of Susan M. Wood, deceased, and the Kucerak Released Parties, relating to any and all matters made the subject of this Agreement, unless litigation is necessary to enforce the terms of said Agreement.

8. Each Party to this Agreement warrants and represents that it or she has read the above and foregoing Agreement, and each Party to this Agreement understands that it is a full, final, and complete settlement and release of all claims held, owned, or possessed in any capacity whatsoever by each releasing Party as against each released Party.

9. Contemporaneous with the final settlement of all claims by the execution of this Agreement, and delivery of a \$3,578,750.00 payment by the City of College Station at closing as set forth under the terms in Paragraph 3 above, all Parties shall by and through their attorneys of record seek dismissal of the claims and counterclaims asserted with prejudice to re-filing same in the Breach of Contract Lawsuit and Condemnation Lawsuit.

10. The Parties warrant that no claims, demands, damages, actions, causes of action or suits in equity hereby released have been assigned to any third party, and that this Agreement is executed without reliance on any statement or representation made by any third party that is not contained herein.

11. The undersigned each warrant that no inducements have been made to any of them on behalf of the Parties released hereby, and that in deciding to release its claims and to execute this Agreement, the Parties have relied solely and only upon their own judgment, and their attorneys' legal expertise.

12. This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any Party based upon the identity of the author of this Agreement or any portion thereof.

13. This Agreement shall be governed, construed, interpreted, and the rights of the Parties determined, in accordance with the laws of the State of Texas without regard to the state's conflict of law principles.

14. The statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact.

15. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision herein.

16. All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders, and all covenants, agreements, and obligations herein assumed by the Parties shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein.

17. This Agreement shall be binding on each and every Party to this Agreement, and their successors, officers, directors, employees, assigns, heirs, executors, administrators, agents, legal representatives, and any of the companies or entities associated with them as owners, subsidiaries, or any other related capacity with respect to any and all of the claims that each Party may have, or has brought against the other Party.

18. Each of the signatories signing this Agreement represents and warrants that it is authorized to execute this Agreement and bind its or his principals to the terms and provisions hereof. More specifically, the City of College Station warrants that the City Council of College Station, after proper notice in compliance with applicable law, has approved the terms of this Agreement and voted to give the Mayor of College Station, or his designee, authority to execute this Agreement and thereby bind the City of College Station to each and every term of this Agreement. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

19. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

20. The representations, warranties, covenants, and agreements set forth herein shall survive the execution hereof.

21. This Agreement may be executed in multiple counterparts, each which taken together shall constitute one and the same instrument. The Parties agree that this Agreement contains the entire understanding of the Parties and that no prior agreements, representations, warranties, or understandings, whether written or oral, will be enforceable.

22. The Parties hereto mutually and simultaneously by these presents authorize and direct their respective attorneys to execute and deliver for entry such instruments as may be necessary to obtain dismissal of the above-mentioned litigation (the Breach of Contract Lawsuit and Condemnation Lawsuit), with prejudice, to the rights of all Parties, each Party bearing its own attorney's fees and costs. The Parties agree that the Effective Date of this Agreement shall be the date by which all parties have executed this Agreement.

23. Each Party hereto acknowledges that it has read and understands the effect of the above and foregoing mutual Agreement, and executes same of its own free will and accord for the purposes and consideration set forth.

24. Each Party hereto agrees to bear its own attorney's fees and expenses incurred in connection with the Breach of Contract Lawsuit and Condemnation Lawsuit and all other disputes arising between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this _____ day of _____, 2022.

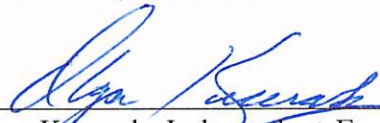
CITY OF COLLEGE STATION, TEXAS

By: _____
Karl Mooney, Mayor

ATTEST:

Tanya D. Smith, City Secretary

**THE ESTATE OF GERRY L. SAUM,
DECEASED, AND THE ESTATE OF SUSAN
M. WOOD, DECEASED**



Olga Kucerak, Independent Executrix of the Estate
of Gerry L. Saum, Deceased and Independent
Administrator the Estate of Susan M. Wood,
Deceased

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared Karl Mooney, Mayor of the City of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2022.

Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

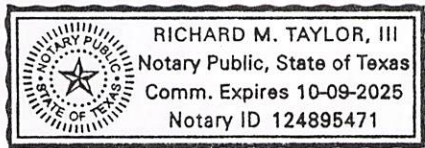
BEFORE ME, the undersigned authority, on this day personally appeared Olga Kucerak, Independent Executrix of the Estate of Gerry L. Saum, deceased, and as the Independent Administrator of the Estate of Susan M. Wood, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Richard M. Taylor, III

Notary Public In and For the State of Texas

My Commission Expires: _____



(SEAL)

EXHIBIT A

Baseline Corporation
PROFESSIONAL SURVEYORS
Post Office Box 11979
College Station, TX 77842-1979
(979) 693-2777
TBPLS Firm no. 100302-00

102.25 acres
Part of Gerry Saum tracts
John Childress survey A-95
Brazos County, Texas
May 2022

All of that certain tract or parcel of land lying and being situated mostly within the John Childress survey, abstract no. 95, in Brazos County, Texas, being all of that called 57.01 acre tract described in the deed to Gerry L. Saum and Susan M. Wood recorded in volume 2027, page 236 of the Official Public Records of Brazos County, Texas and all of that called 55.46 acre tract described in the deed to Gerry L. Saum recorded in volume 1122, page 277 of the Official Records of Brazos County, Texas, save and except the 1.4318 acre and 0.8709 acre tracts described in Exhibit B of Cause no. 332-CC in the District Court records of Brazos County, Texas and awarded to Brazos County by judgement in December 1996 for North Dowling Road right-of-way, and further save and except the northeast portions of the called 57.01 acre and 55.46 acre tracts which are located northeast of the said 1.4318 acre and 0.8709 acre right-of-way parcels, and being more particularly described as follows:

Beginning at a 5/8" iron rod (10" tall) found, on the southwest side of a 4" steel fence corner post, marking the most southerly corner of the said Saum 55.46 acre tract, also being the west corner of that 20.798 acre tract described in the deed to Robert F. Bourk recorded in volume 4815, page 209, and being in the northeast line of that 27.77 acre tract described in the deed to Paul R. Hundl and Joanna Hundl recorded in volume 7864, page 244, of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 115 bears S 55° 03' 19" W – 1978.1 feet;

Thence generally along fence lines and the original survey line between the said Childress survey and the James Hope survey, abstract no. 24 as follows:

N 43° 34' 00" W – 34.00 feet to a 1/2" iron rod found, on the north side of a 4" steel fence corner post, at the east common corner of the said Hundl tract and that 9.93 acre tract described in the deed to Bryan McGuire and Dee Ann McGuire recorded in volume 16113, page 186 of the Official Public Records of Brazos County, Texas;

N 46° 56' 30" W – 7.90 feet to a 1/2" iron rod found with a yellow plastic cap stamped "KERR 4502" at the east common corner of the said McGuire tract and that 6.000 acre tract described in the deed to Gregory S. Loe and Sharon L. Loe recorded in volume 5911, page 12 of the Official Public Records of Brazos County, Texas;

N 44° 35' 26" W – 244.85 feet to a 5/8" iron rod found, on the southwest side of a 4" steel fence corner post, at the east common corner of the said Loe tract and that 12.041 acre tract described in the deed to Heath K. Phillips recorded in volume 13370, page 26 of the Official Public Records of Brazos County, Texas;

N 47° 37' 58" W – 167.51 feet to a 1/2" iron rod found on the north side of a 4" steel fence corner post, at the east common corner of the said Phillips tract and that tract conveyed to Berner Ventures, LLC Series 108 by deed recorded in volume 14462, page 162 of the Official Public Records of Brazos County, Texas;

EXHIBIT A

N 50° 12' 47" W – 247.45 feet to a 1/2" iron rod found marking the west common corner of the said Saum and Wood tracts;
and N 47° 11' 29" W – 718.56 feet to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set in a barbed-wire fenceline for the west corner of this described tract and the west corner of the said Saum and Wood 57.01 acre tract, also being the south corner of that 55.46 acre tract described in the deed to Mrs. Oscar K. (LaVera) Murphy recorded in volume 281, page 173 of the Deed Records of Brazos County, Texas;

Thence N 42° 04' 55" E – 2725.50 feet, along the common line of said 57.01 acre and 55.46 acre tracts, passing at 2175.2 feet a 1/2" iron rod found (on line) at the south corner of that 6.077 acre tract described in the deeds to Donald Ray Murphy recorded in volume 2747, page 343 and volume 2753, page 197, and passing at 2725.1 feet a called 80d nail found (on line) in the top of a wood fence post at the east corner of that 1.323 acre tract described in the deed to Tim Huggins and Shannon Huggins recorded in volume 15794, page 190, of the Official Public Records of Brazos County, Texas, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the north corner of this described tract in the southwest right-of-way line of North Dowling Road;

Thence through the said 57.01 acre and 55.46 acre tracts, along the south right-of-way boundary of North Dowling Road as awarded to Brazos County by said judgement, generally along a fence line as follows:

S 48° 02' 39" E – 103.80 feet to 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set at the beginning of a tangent curve to the left with a radius of 500.00 feet;

Along said curve through a central angle of 38° 44' 39", the chord of which bears S 67° 24' 58" E – 331.70 feet, to a 5/8" iron rod found at the end of the curve and point tangency;

S 86° 47' 18" E – 678.60 feet, passing through a 5/8" iron rod (on line) at 449.3 feet found in the common line of the said 57.01 acre and 55.46 acre tracts, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set at the beginning of a non-tangent curve to the right with a radius of 715.00 feet;

Along said curve through a central angle of 34° 46' 00", the chord of which bears S 67° 38' 10" E – 427.23 feet, to a 5/8" iron rod found at the end of the curve;

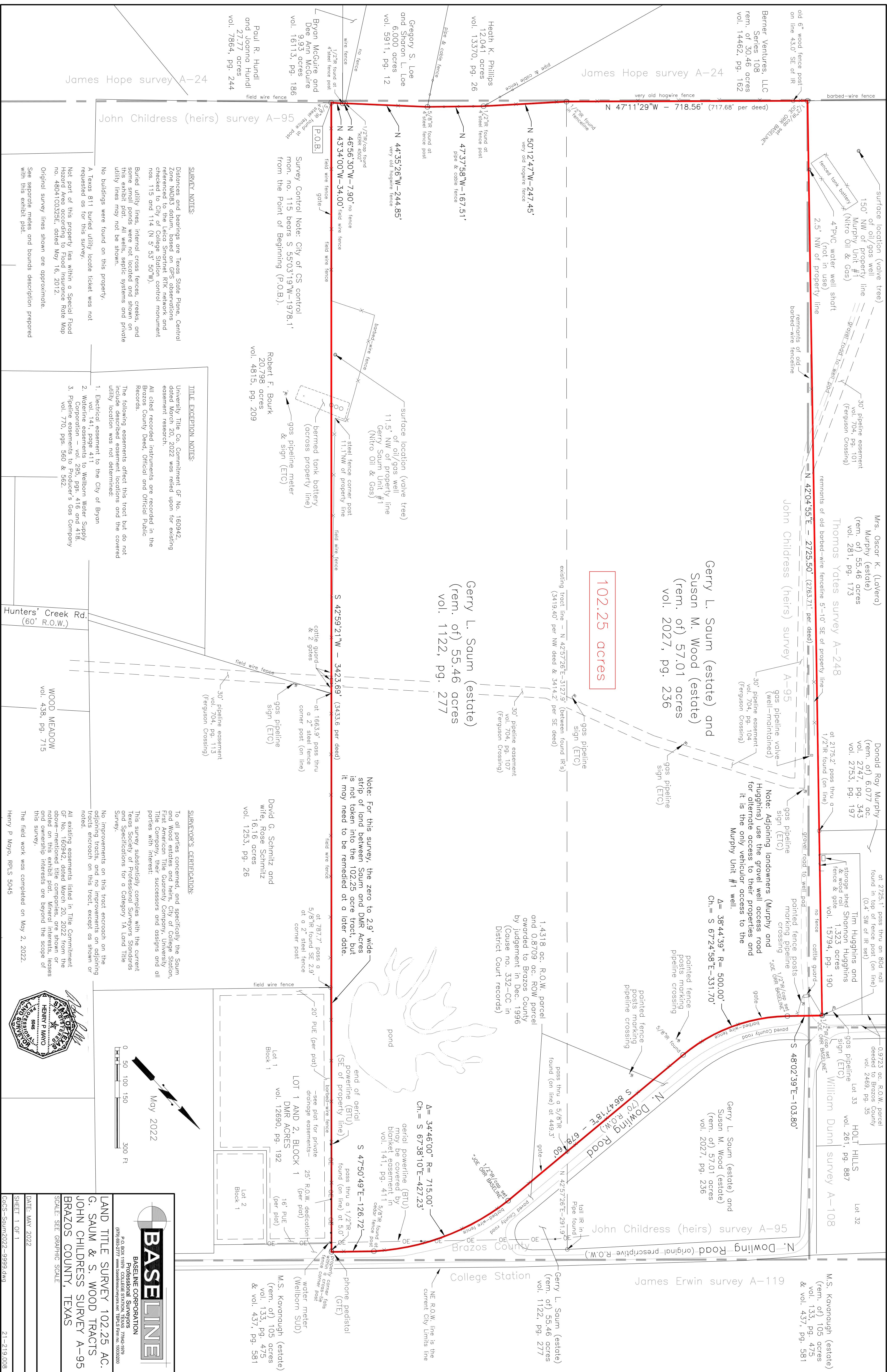
and S 47° 50' 49" E – 126.72 feet, along the northeast boundary of the said Saum 55.46 acre tract, to its east corner and the east corner of this described tract, within a cross-tie fence corner post;

Thence S 42° 59' 21" W – 3423.69 feet, along the entire southeast line of the said 55.46 acre tract, passing through a 1/2" iron rod (on line) at 5.0 feet found in the northwest line of the Lot 1 AND 2, Block 1, DMR ACRES subdivision as described by plat recorded in volume 12690, page 192 of the Official Public Records of Brazos County, Texas, passing at 787.7 feet a 5/8" iron rod found southeast (perpendicular) 2.9 feet, marking the west corner of Lot 1 of said subdivision, and passing through a 2" steel fence corner post (on line) at 1663.9 feet, at or near the north common corner of the said 20.798 acre Bourk tract and that 16.16 acre tract described in the deed to David G. Schmitz and wife, Rose Schmitz recorded in volume 1253, page 26 of the Official Records of Brazos County, Texas, to the Point of Beginning and containing 102.25 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 datum, based on GPS observations referenced to the Leica SmartNet RTK network and checked to City of College Station control monument nos. 115 and 114 (N 5° 53' 50" W).

See separate survey exhibit plat dated May 2022.





SURVEY NOTES:

Distances and bearings are Texas State Plane, Central Zone NAD83 datum, based on GPS observations referenced to the Leica SmartNet, RTK network and checked to City of College Station control monument nos. 115 and 114 (N 5° 53' 50"W).

Buried utility lines, internal cross fences, creeks, and some small ponds were not located and shown on this exhibit plot. All wells, septic systems and private utility lines may not be shown.

No buildings were found on this property.

A Texas 811 buried utility locate ticket was not requested as for this survey.

Not part of this property lies within a Special Flood Hazard Area according to Flood Insurance Rate Map no. 4804100325E, dated May 16, 2012.

Original survey lines shown are approximate.

See separate metes and bounds description prepared with this exhibit plot.

TITLE EXCEPTION NOTES:

University Title Co. Commitment GF No. 160942 dated March 20, 2022 was relied upon for existing easement research.

All cited recorded instruments are recorded in the Brazos County Deed, Official and Official Public Records.

The following easements affect this tract but do not inhere in the land and the covered utility location was not determined:

1. Electrical easement to the City of Bryan vol. 141, page 411
2. Waterline easements to Wellborn Water Supply Corporation - vol. 295, pgs. 416 and 418
3. Pipeline easements to Producer's Gas Company vol. 770, pgs. 580 & 582.

SURVEYOR'S CERTIFICATION:

To all parties concerned, and specifically the Saum and Wood (estates), Gerry L. Saum, Susan M. Wood, First American Title Guaranty Company, University Title Company, their successors and assigns and all parties with interest:

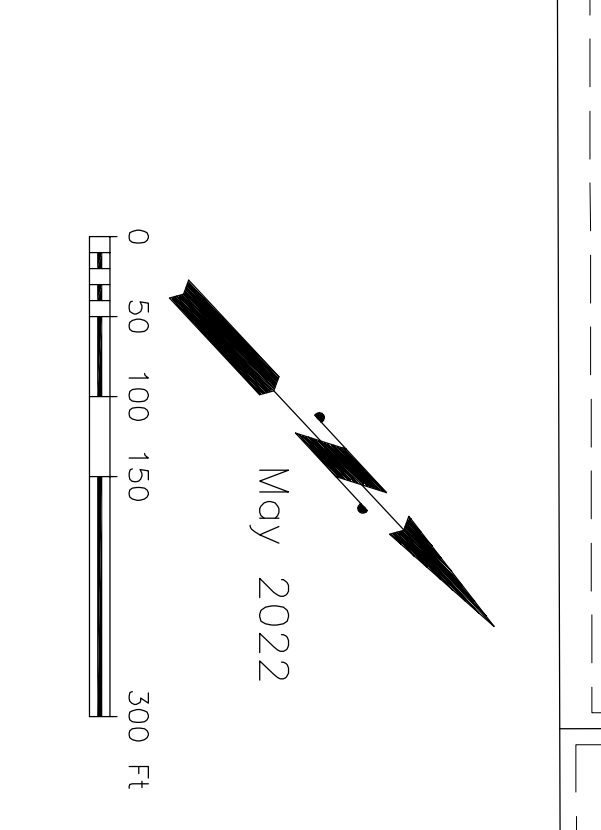
This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Land Title Survey.

No improvements on this tract encroach on the adjoining tracts, and no improvements on adjoining tracts encroach on this tract, except as shown or noted.

All existing easements listed in Title Commitment GF No. 160942, dated March 20, 2022 from the above-mentioned title companies, are shown on this exhibit plot. The location of the easements and ownership interests are beyond the scope of this survey.

The field work was completed on May 2, 2022.

Henry P. Mayo, PLS 5045



BASELINE CORPORATION
 PROFESSIONAL SURVEYORS
 P.O. BOX 1598 COLLEGE STATION TEXAS 77842-0159
 (979) 692-2777 www.baselinecorp.com (502) 200-0000

LAND TITLE SURVEY 102.25 AC.
 G. SAUM & S. WOOD TRACTS
 JOHN CHILDRESS SURVEY A-95
 BRAZOS COUNTY, TEXAS

SCALE: SEE GRAPHIC SCALE

DATE: MAY 2022
 SHEET 1 OF 1
 C:\GCS-Saum\2022-9999.dwg 21-219.008

102.25 acres

Note: For this survey, the zero to 2.9' wide strip of land between Saum and DMR Acres is not taken into the 102.25 acre tract, but it may need to be remedied at a later date.

1.4318 ac. R.O.W. parcel and 0.8709 ac. ROW parcel awarded to Brazos County by judgement in Dec. 1996 (cause no. 332-CC in District Court records)

$\Delta = 344.6100'$ $R = 715.00'$
 $Ch = S 67^{\circ}38'10''E - 427.23'$

$\Delta = 384.439'$ $R = 500.00'$
 $Ch = S 67^{\circ}24'58''E - 331.70'$