

STATE OF TEXAS §

COUNTY OF BRAZOS §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRYAN, TEXAS
AND STEEP HOLLOW LAND, LP**

This Development Agreement (“Agreement”) is made on the ___ day of _____ 2022 (the “Effective Date”) by and between the City of Bryan, Texas, a home-rule municipal corporation (“City”) and Steep Hollow Land, LP (“Developer”), a limited partnership created and operating pursuant to the laws of the State of Texas.

WHEREAS, Developer is the owner of an approximately two-hundred and fifty-two and seventy-six one-hundredths (252.76) acre parcel of vacant property depicted on **Exhibit “A”** and more particularly described in **Exhibit “B”** (“Property”) in Extraterritorial Jurisdiction (“ETJ”) of Bryan, Brazos County, Texas; and

WHEREAS, the City wishes to provide for the orderly, safe and healthful development of the Property; and

WHEREAS, the Developer desires to develop a high-quality master-planned community of the Property and is seeking to construct a detached residential subdivision (“Subdivision”) which requires the extension of sanitary sewer infrastructure; and

WHEREAS, the development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Property; and

WHEREAS, the Subdivision will occur in phases, and the Developer anticipates that each phase will be platted separately, and all of the Property shall be subject to the terms and conditions of this Agreement; and

WHEREAS, the Subdivision requires that sanitary sewer infrastructure be extended through private property to provide service to the Property; and

WHEREAS, in exchange for the City’s agreement to participate in the foregoing, Developer agrees to petition for owner-requested annexation into Bryan city limits; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of Bryan to ensure the orderly development of the Property by directing the extension of sewer infrastructure from the existing city limits to the Property.

NOW, THEREFORE, City and Developer agree as follows:

A. Developer Obligations

1. The Developer covenants and agrees that the Developer will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and zoned by, the City; and

2. Developer will design the extension of a twenty four (24) to eighteen (18) inch gravity sanitary sewer line, an eight (8) inch force main sanitary sewer line to the Property (being sanitary sewer lines outside the boundaries of the Property), and a lift station in the approximate location shown on **Exhibit “C” (the “Wastewater Improvements”)**. Developer shall provide the design scope of services to the City for review and comment and obtain City’s approval of the final design contract scope and cost as the City will be reimbursing this expense. Developer must obtain City’s final approval for the design, which approval shall not be unreasonably withheld. Developer’s design obligation is subject to City’s obligation, to the extent allowed by law, to reimburse Developer for the cost for the design of the Wastewater Improvements.
3. Subdivision phases constructed by Developer or any successors shall be based on the master plan, which is required prior to recordation of any associated subdivision plats; and
4. After any required consent is received from Wickson Special Utility District, and prior to completion of design of the Wastewater Improvements, Developer shall request annexation of the Property under an executed Municipal Services Agreement as included in **Exhibit “D”**, or when the Property becomes eligible per Texas Local Government Code §43.016 and §43.003(c).

B. City’s Obligations

1. As a part of this project, City agrees to construct at the City’s expense the extension of a twenty-four (24) to eighteen (18) inch gravity sanitary sewer line, an eight (8) inch force main sanitary sewer line to the Property (being sanitary sewer lines outside the boundaries of the Property), and a lift station in the approximate location shown on **Exhibit “C”** and as may be more specifically defined by engineering requirements (the “Wastewater Improvements”). Unless a different schedule is agreed upon by the Developer in writing, the City shall initiate competitive bidding for construction within 90 days of City’s receipt from Developer’s engineer of 100% of the approved design plans and specifications for the Wastewater Improvements, and substantially complete the Wastewater Improvements in accordance with the specifications and timeline in the approved design documents.
2. City will reimburse Developer for design costs incurred pursuant to Section A.2 above. City will pay on written invoices presented to City by Developer, no more frequent than monthly; however, to facilitate expeditious payment, Developer will request its design professional to send to City copies of any invoices it presents to Developer. City’s payment to Developer will be made in accordance with Texas Government Code Chapter 2251 which addresses a government entity’s timely payment for goods and services.
3. City staff will collaborate with Developer in its application for a Planned Development – Housing (PD-H) zoning classification consistent with Developer’s master plan. The process will run concurrently with the Developer’s annexation petition through the Bryan Planning & Zoning Commission to the Bryan City Council. Developer acknowledges that City cannot guarantee the result of Planning & Zoning Commission and City Council decisions on zoning decisions.
4. City bears no obligation for designing, constructing or participating in the expense of constructing within the Development sanitary sewer infrastructure other than constructing the lift station referenced in section B.1. above sufficient to serve the Development; and

5. City's construction of sanitary sewer infrastructure is contingent upon City obtaining any required consent to serve from Wickson Special Utility District; and
6. Upon receipt of a petition from the Developer for creation of a public improvement district over the Property under the terms of Chapter 372, Texas Local Government Code, the City shall consider the creation thereof, and the preparation of a service and improvement plan consistent with such petition. If approved, levy of the applicable assessment shall be accomplished prior to the sale of residential lots to the end users. The City will not be responsible for issuance of any debt associated with the creation or administration of a proposed PID.
7. This Agreement is subject to annual appropriation for same by the City Council.

C. Breach

1. It is a breach of this Agreement if Developer fails to petition for owner-requested annexation prior to or at commencement of construction of sanitary sewer by the City. Developer shall indemnify and defend the City for any damages, claims, or causes of action against the City by a third party arising from the circumstances of Developer's breach of this Agreement. Among remedies City may exercise for Developer's failure to request annexation, City may require Developer to repay City for all amounts it paid in connection with design of Wastewater Improvements.
2. Either party shall have all rights at law and in equity, including but not limited to specific performance and injunction, to enforce this Agreement.

D. Miscellaneous

1. Notices. Any notices sent under this Agreement shall be deemed served on the postmarked date when delivered via certified mail, return receipt requested to the addresses designated in writing by the parties:

If to City:	City Engineer c/o Paul Kaspar City of Bryan P.O. Box 1000 Bryan, TX 77805
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If to Developer:	Steep Hollow Land, LP c/o Bryan Reece 3900 State Highway 6 South Suite 110 College Station, TX 77845
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2. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

3. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The obligations of the parties created hereunder are performable by the parties in the Brazos County, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
4. Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
5. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have at law or in equity.
6. No Waiver. City's failure to take action to enforce this Agreement in the event of Developer default of breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as waiver and shall not prevent City from taking action to enforce this Agreement on subsequent occasions.
7. Incorporation of Recitals and Exhibits. The determinations recited and declared in the preambles to this Agreement as well as the exhibits attached to it are hereby incorporated herein as part of this Agreement.
8. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.
9. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.
10. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.
11. Statutory Verifications.
 - (a) Anti-Boycott of Israel Verification. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term "boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code.
 - (b) Anti-Boycott of Energy Companies Verification. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. The term "boycott energy companies" has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.
 - (c) Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3) of the Texas Government Code (as added by SB 19).

(d) Anti-Terrorism Verification. By signing and entering into the Agreement. Developer verifies, pursuant to Chapter 2252 Subchapter F of the Texas Government Code, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

(e) Lone Star Infrastructure Protection Act Verification. By signing and entering into the Agreement. Developer verifies, pursuant to Chapter 2274 of the Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session): that (a) neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code.

Entered into this _____ day of _____, 2022.

CITY OF BRYAN:

Steep Hollow Land, LP

Andrew Nelson, Mayor

Bryan Reece, Managing Partner

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

EXHIBIT A

SURVEY OF PROPERTY TO BE ANNEXED INTO CITY LIMITS

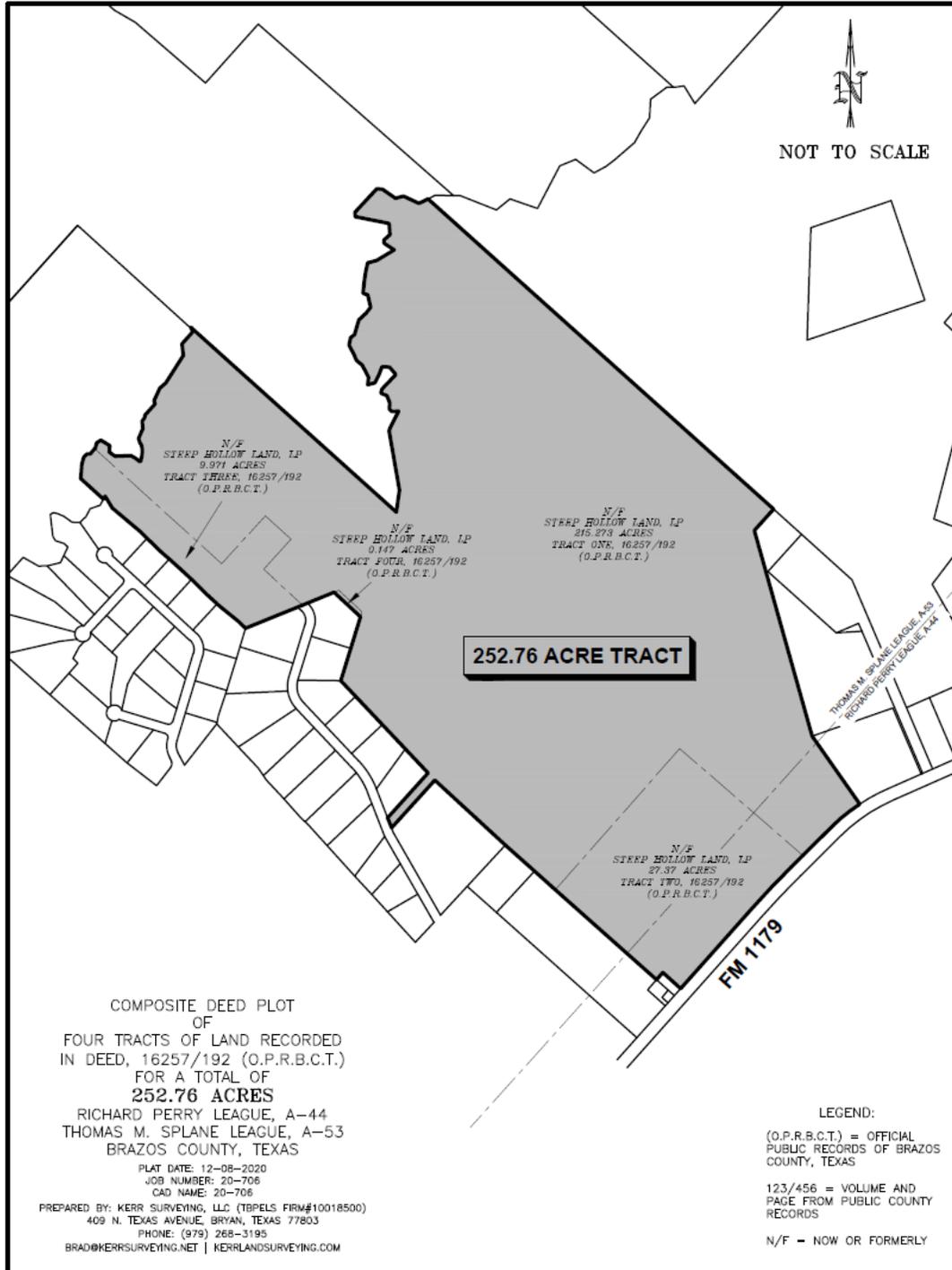


EXHIBIT B – page 1

METES AND BOUNDS OF PROPERTY TO BE ANNEXED INTO CITY LIMITS

Kerr Surveying, LLC
409 N. Texas Avenue
Bryan, Texas 77803
TBPELS Firm Registration No. 10018500

**METES AND BOUNDS DESCRIPTION
OF A
252.76 ACRE TRACT
RICHARD PERRY LEAGUE, A-44
THOMAS M. SPLANE LEAGUE, A-53
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 252.76 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE RICHARD PERRY LEAGUE, ABSTRACT NO. 44 AND THE THOMAS M. SPLANE LEAGUE, ABSTRACT NO. 53, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A 215.273 ACRE TRACT OF LAND AS DESCRIBED AS TRACT ONE, ALL OF A 27.37 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO, ALL OF A 9.971 ACRE TRACT OF LAND AS DESCRIBED AS TRACT THREE, AND ALL OF 0.147 ACRE TRACT OF LAND AS DESCRIBED AS TRACT FOUR IN A DEED TO STEEP HOLLOW LAND, LP RECORDED IN VOLUME 16257, PAGE 192 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T.). SAID 0.147 ACRE TRACT BEING A PORTION OF LOT 12, OAK HOLLOW ACRES PHASE 2 AS SHOWN ON THE PLAT RECORDED IN VOLUME 382, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (D.R.B.C.T.).

SAID 252.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 6 INCH TREATED FENCE POST FOUND ON THE NORTHWEST LINE OF FM 1179 (80' R.O.W.) MARKING THE MOST SOUTHERLY CORNER OF SAID 27.37 ACRE TRACT AND THE EAST CORNER OF A CALLED 0.2079 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO WICKSON CREEK SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 3759, PAGE 172 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; FOR REFERENCE, A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE SOUTHEAST LINE OF FM 1179 BEARS: S 39° 12' 10" W A DISTANCE OF 1810.82 FEET; COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT SWG A-53-W (Y:10242882.810, X:3554386.822) AND AS ESTABLISHED BY GPS OBSERVATION (EPOCH 2010.00); DISTANCES SHOWN HEREIN ARE GRID DISTANCES UNLESS OTHERWISE NOTED, AREAS SHOWN AS "MEASURED" ARE CALCULATED FROM GRID DISTANCES, TO DETERMINE SURFACE DISTANCES, NOT SURFACE AREAS, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00011606538251 [CALCULATED USING GEOID12B];

THENCE: N 48° 06' 48" W ALONG THE NORTHEAST LINE OF SAID 0.2079 ACRE TRACT FOR A DISTANCE OF **151.21 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE NORTH CORNER OF SAID 0.2079 ACRE TRACT;

THENCE: S 41° 29' 53" W ALONG THE NORTHWEST LINE OF SAID 0.2079 ACRE TRACT FOR A DISTANCE OF **60.00 FEET** TO A ½ INCH IRON ROD FOUND BENT MARKING THE WEST CORNER OF SAID 0.2079 ACRE TRACT, A SOUTHEAST CORNER OF A CALLED 9.517 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO J. NICHOLS INVESTMENTS, LLC RECORDED IN VOLUME 12329, PAGE 109 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE NORTH CORNER OF A CALLED 0.223 ACRE TRACT OF LAND AS DESCRIBED AS EXHIBIT 'C' IN

EXHIBIT B – page 2

A DEED TO WICKSON CREEK SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 1158, PAGE 762 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (O.R.B.C.T.);

THENCE: N 48° 19' 23" W ALONG THE COMMON LINE OF SAID 9.517 ACRE TRACT AND SAID 27.37 ACRE TRACT, PASS A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 27.37 ACRE TRACT AND THE MOST WESTERLY SOUTH CORNER OF SAID 215.273 ACRE TRACT AT 852.07 FEET, FOR A TOTAL DISTANCE OF **1,028.03 FEET** TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 9.517 ACRE TRACT AND THE EAST CORNER OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO IN A DEED TO LISA HUNTER RECORDED IN VOLUME 7270, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 48° 16' 12" W ALONG THE NORTHEAST LINE OF SAID 2.00 ACRE TRACT FOR A DISTANCE OF **246.51 FEET** TO A 1/2 INCH IRON ROD FOUND BENT MARKING THE NORTH CORNER OF SAID 2.00 ACRE TRACT AND THE EAST CORNER OF A CALLED 6.995 ACRE TRACT OF LAND AS DESCRIBED AS TRACT ONE IN SAID DEED, 7270/264 (O.P.R.B.C.T.);

THENCE: N 47° 18' 39" W ALONG THE NORTHEAST LINE OF SAID 6.995 ACRE TRACT FOR A DISTANCE OF **603.97 FEET** TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 6.995 ACRE TRACT;

THENCE: S 42° 11' 52" W ALONG THE NORTHWEST LINE OF SAID 6.995 ACRE TRACT FOR A DISTANCE OF **405.71 FEET** TO A 1/2 INCH IRON ROD FOUND BENT ON THE NORTHEAST LINE OF CARGILL DRIVE (60' R.O.W.) MARKING THE WEST CORNER OF SAID 6.995 ACRE TRACT;

THENCE: N 21° 08' 16" W ALONG THE NORTHEAST LINE OF CARGILL DRIVE FOR A DISTANCE OF **67.74 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 17 OF SAID OAK HOLLOW ACRES PHASE 2;

THENCE: N 42° 06' 16" E ALONG THE SOUTHEAST LINE OF SAID LOT 17 FOR A DISTANCE OF **379.79 FEET** TO A 1/2 INCH IRON ROD FOUND BENT MARKING THE EAST CORNER OF SAID LOT 17;

THENCE: ALONG THE NORTHEAST LINE OF SAID OAK HOLLOW ACRES PHASE 2 FOR THE FOLLOWING CALLS:

N 43° 18' 41" W FOR A DISTANCE OF **800.47 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE COMMON CORNER OF LOTS 13 AND 14 OF SAID OAK HOLLOW ACRES PHASE 2;

N 17° 02' 40" E FOR A DISTANCE OF **420.64 FEET** TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE SOUTHEAST LINE OF LOT 12 OF SAID OAK HOLLOW ACRES PHASE 2 MARKING THE SOUTH CORNER OF SAID 0.147 ACRE TRACT;

THENCE: N 47° 08' 11" W THROUGH SAID LOT 12 AND ALONG THE SOUTHWEST LINE OF SAID 0.147 ACRE TRACT FOR A DISTANCE OF **227.57 FEET** TO A 1/2 INCH IRON ROD WITH PLASTIC

EXHIBIT B – page 3

CAP STAMPED 'KERR 4502' FOUND ON THE NORTHWEST LINE OF SAID LOT 12 MARKING THE WEST CORNER OF SAID 0.147 ACRE TRACT;

THENCE: S 67° 52' 10" W ALONG THE NORTHWEST LINE OF SAID OAK HOLLOW ACRES PHASE 2, PASS A 5/8 INCH IRON ROD FOUND IN THE CENTERLINE OF CARGILL DRIVE AT THE COMMON CORNER OF SAID 215.273 ACRE TRACT AND SAID 9.971 ACRE TRACT AT 214.71 FEET, FOR A TOTAL DISTANCE OF **600.82 FEET** TO 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 9.971 ACRE TRACT, THE NORTHWEST CORNER OF LOT 11 OF SAID OAK HOLLOW ACRES PHASE 2 AND THE EAST CORNER OF LOT 23, RAVENWOOD [SUBDIVISION] AS SHOWN ON THE PLAT RECORDED IN VOLUME 385, PAGE 461 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID 9.971 ACRE TRACT AND SAID RAVENWOOD [SUBDIVISION] FOR THE FOLLOWING CALLS:

N 46° 59' 03" W FOR A DISTANCE OF **59.67 FEET** TO A 12 INCH POST OAK TREE STUMP;

N 50° 42' 48" W FOR A DISTANCE OF **147.58 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 48° 22' 31" W FOR A DISTANCE OF **29.18 FEET** TO A 1/2 INCH IRON ROD FOUND MAKING THE COMMON CORNER OF LOTS 22 AND 23 OF SAID RAVENWOOD;

N 47° 44' 41" W FOR A DISTANCE OF **85.92 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 44° 32' 59" W FOR A DISTANCE OF **96.55 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 46° 47' 49" W FOR A DISTANCE OF **39.95 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 21 AND 22 OF SAID RAVENWOOD;

N 47° 08' 32" W FOR A DISTANCE OF **100.76 FEET** TO A 12 INCH POST OAK TREE FOUND;

N 48° 28' 10" W FOR A DISTANCE OF **89.09 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 20 AND 21 OF SAID RAVENWOOD;

N 48° 54' 12" W FOR A DISTANCE OF **62.90 FEET** TO A 24 INCH POST OAK TREE FOUND;

N 45° 35' 47" W FOR A DISTANCE OF **128.52 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 19 AND 20 OF SAID RAVENWOOD;

N 45° 35' 47" W FOR A DISTANCE OF **56.78 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

EXHIBIT B – page 4

N 49° 57' 48" W FOR A DISTANCE OF 233.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 31° 11' 22" W FOR A DISTANCE OF 88.37 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

S 28° 14' 32" W FOR A DISTANCE OF 21.47 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE NORTHWEST LINE OF SAID LOT 19 MARKING A COMMON CORNER OF SAID 9.971 ACRE TRACT AND A CALLED 134.898 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ED FROEHLING BUILDER, INC. RECORDED IN VOLUME 11958, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 45' 17" W ALONG THE COMMON LINE OF SAID 9.971 ACRE TRACT AND SAID 134.898 ACRE TRACT, PASS A 3/4 INCH IRON PIPE FOUND BENT AT 188.35 FEET, FOR A TOTAL DISTANCE OF 194.86 FEET TO A POINT IN THE CENTERLINE OF SANDY CREEK;

THENCE: ALONG THE CENTERLINE OF SANDY CREEK FOR THE FOLLOWING CALLS:

N 26° 50' 27" E FOR A DISTANCE OF 3.31 FEET;

N 04° 53' 05" E FOR A DISTANCE OF 87.09 FEET;

N 15° 23' 28" E FOR A DISTANCE OF 45.30 FEET;

N 45° 11' 52" E FOR A DISTANCE OF 27.43 FEET;

N 86° 17' 06" E FOR A DISTANCE OF 21.31 FEET;

N 40° 13' 59" E, PASS THE COMMON CORNER OF SAID 9.971 ACRE TRACT AND SAID 215.273 ACRE TRACT AT 43.53 FEET, FOR A TOTAL DISTANCE OF 49.42 FEET;

N 15° 35' 36" E FOR A DISTANCE OF 32.33 FEET;

N 55° 21' 20" E FOR A DISTANCE OF 30.84 FEET;

S 59° 04' 40" E FOR A DISTANCE OF 66.24 FEET;

S 03° 59' 08" W FOR A DISTANCE OF 41.10 FEET;

S 54° 00' 30" E FOR A DISTANCE OF 44.32 FEET;

N 87° 14' 06" E FOR A DISTANCE OF 100.42 FEET;

S 58° 17' 35" E FOR A DISTANCE OF 42.07 FEET;

EXHIBIT B – page 5

S 49° 03' 28" E FOR A DISTANCE OF 23.32 FEET;

N 86° 32' 42" E FOR A DISTANCE OF 8.30 FEET;

N 12° 01' 14" E FOR A DISTANCE OF 37.18 FEET;

N 03° 09' 04" E FOR A DISTANCE OF 34.97 FEET;

N 08° 12' 57" W FOR A DISTANCE OF 30.38 FEET;

N 33° 11' 14" W FOR A DISTANCE OF 20.18 FEET;

N 17° 17' 05" W FOR A DISTANCE OF 26.63 FEET;

N 22° 26' 43" E FOR A DISTANCE OF 67.59 FEET;

N 04° 24' 12" W FOR A DISTANCE OF 47.09 FEET;

N 35° 07' 32" E FOR A DISTANCE OF 28.67 FEET;

N 09° 54' 59" E FOR A DISTANCE OF 15.80 FEET;

N 41° 48' 01" E FOR A DISTANCE OF 92.80 FEET;

N 15° 45' 55" W FOR A DISTANCE OF 20.40 FEET;

N 23° 42' 04" E FOR A DISTANCE OF 87.06 FEET;

N 48° 03' 48" E FOR A DISTANCE OF 52.23 FEET;

N 32° 25' 31" E FOR A DISTANCE OF 203.68 FEET;

N 05° 32' 08" W FOR A DISTANCE OF 73.06 FEET;

N 41° 03' 28" E FOR A DISTANCE OF 99.93 FEET;

N 14° 42' 03" W FOR A DISTANCE OF 18.04 FEET TO THE MOST EASTERLY NORTH CORNER OF SAID 134.898 ACRE TRACT ON THE SOUTHWEST LINE OF A 200.00 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ED FROEHLING BUILDER, INC. RECORDED IN VOLUME 15175, PAGE 82 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; FOR REFERENCE, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE COMMON LINE OF SAID 134.898 ACRE TRACT AND SAID 200.00 ACRE TRACT BEARS: N 47° 43' 35" W A DISTANCE OF 72.18 FEET;

THENCE: ALONG THE COMMON LINE OF SAID 215.273 ACRE TRACT AND SAID 200.00 ACRE TRACT FOR THE FOLLOWING CALLS:

EXHIBIT B – page 6

N 25° 07' 56" W CONTINUING ALONG THE CENTERLINE OF SANDY CREEK FOR A DISTANCE OF 12.24 FEET;

S 48° 00' 24" E LEAVING SAID CREEK, PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 58.31 FEET, PASS ANOTHER 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 1360.61 FEET, FOR A TOTAL DISTANCE OF 1,739.72 TO THE MOST SOUTHERLY CORNER OF SAID 200.00 ACRE TRACT IN AN EXISTING POND;

N 08° 00' 33" E ALONG THE ORIGINAL CENTERLINE OF 'CHICKEN BRANCH' (CREEK) AS SCALED FROM 1940'S AERIAL PHOTOGRAPHY FOR A DISTANCE OF 140.42 FEET TO A POINT IN SAID POND;

N 09° 52' 55" W, PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 229.56 FEET, FOR A TOTAL DISTANCE OF 377.83 FEET TO THE EXISTING CENTERLINE OF 'CHICKEN BRANCH';

THENCE: CONTINUING ALONG SAID COMMON LINE AND ALONG THE EXISTING CREEK CENTERLINE OF 'CHICKEN BRANCH' FOR THE FOLLOWING CALLS;

N 13° 28' 35" E FOR A DISTANCE OF 14.71 FEET;

N 27° 02' 16" E FOR A DISTANCE OF 124.70 FEET;

S 86° 33' 23" W FOR A DISTANCE OF 43.67 FEET;

N 44° 47' 42" W FOR A DISTANCE OF 22.12 FEET;

N 03° 40' 35" E FOR A DISTANCE OF 37.99 FEET;

N 19° 34' 50" W FOR A DISTANCE OF 48.76 FEET;

N 67° 35' 09" W FOR A DISTANCE OF 42.88 FEET;

N 17° 55' 40" E FOR A DISTANCE OF 26.86 FEET;

N 43° 35' 10" E FOR A DISTANCE OF 125.47 FEET;

N 40° 38' 04" W FOR A DISTANCE OF 61.22 FEET;

N 86° 00' 13" W FOR A DISTANCE OF 46.52 FEET;

S 21° 58' 02" W FOR A DISTANCE OF 55.17 FEET;

S 26° 10' 13" W FOR A DISTANCE OF 55.53 FEET;

EXHIBIT B – page 7

S 74° 26' 00" W FOR A DISTANCE OF 46.78 FEET;
N 06° 24' 09" E FOR A DISTANCE OF 46.97 FEET;
N 27° 47' 10" W FOR A DISTANCE OF 87.28 FEET;
N 51° 15' 24" W FOR A DISTANCE OF 22.28 FEET TO A 1-1/4 INCH IRON ROD FOUND;
N 51° 15' 24" W FOR A DISTANCE OF 24.32 FEET;
N 21° 44' 27" W FOR A DISTANCE OF 43.49 FEET;
N 27° 41' 11" W FOR A DISTANCE OF 64.12 FEET;
N 11° 36' 25" E FOR A DISTANCE OF 46.53 FEET;
N 51° 31' 58" E FOR A DISTANCE OF 32.32 FEET;
N 16° 07' 57" E FOR A DISTANCE OF 96.29 FEET;
N 46° 55' 32" E FOR A DISTANCE OF 63.32 FEET;
N 37° 15' 31" E FOR A DISTANCE OF 46.21 FEET;
N 13° 29' 46" W FOR A DISTANCE OF 80.49 FEET;
N 70° 43' 46" W FOR A DISTANCE OF 30.25 FEET;
N 05° 52' 42" E FOR A DISTANCE OF 78.19 FEET;
N 08° 09' 32" E FOR A DISTANCE OF 54.25 FEET;
N 12° 26' 43" E FOR A DISTANCE OF 61.95 FEET TO THE CONFLUENCE OF THE
CENTERLINE OF SANDY CREEK AND THE CENTERLINE OF 'CHICKEN BRANCH'
(CREEK);

THENCE: CONTINUING ALONG SAID COMMON LINE AND ALONG THE CENTERLINE OF
SANDY CREEK FOR THE FOLLOWING CALLS;

N 75° 12' 19" E FOR A DISTANCE OF 57.23 FEET;
N 58° 57' 59" E FOR A DISTANCE OF 129.62 FEET;
N 56° 21' 41" W FOR A DISTANCE OF 76.43 FEET;

EXHIBIT B – page 8

N 02° 09' 42" W FOR A DISTANCE OF 19.75 FEET;

N 48° 45' 42" E FOR A DISTANCE OF 49.93 FEET;

N 04° 06' 46" W FOR A DISTANCE OF 70.99 FEET;

N 78° 31' 54" W FOR A DISTANCE OF 218.22 FEET;

N 02° 58' 18" W FOR A DISTANCE OF 27.43 FEET;

N 43° 02' 17" E FOR A DISTANCE OF 202.44 FEET;

S 84° 39' 55" E FOR A DISTANCE OF 37.05 FEET;

S 55° 04' 42" E FOR A DISTANCE OF 97.97 FEET;

N 75° 35' 30" E FOR A DISTANCE OF 52.49 FEET;

S 64° 56' 49" E FOR A DISTANCE OF 106.98 FEET;

N 63° 33' 16" E FOR A DISTANCE OF 64.26 FEET TO THE MOST EASTERLY NORTH CORNER OF SAID 215.273 ACRE TRACT AND THE WEST CORNER OF A TRACT OF LAND AS DESCRIBED AS TRACTS 1 AND 2 IN A DEED TO FIRST NATIONAL BANK OF HUNTSVILLE AND LORENE L. CARROLL, CO-TRUSTEES OF THE DONALD FLOYD CARROLL FAMILY TRUST RECORDED IN VOLUME 10514, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 02' 37" E ALONG THE COMMON LINE OF SAID 215.273 ACRE TRACT AND SAID 'CARROLL' TRACT (10514/254), PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 26.09 FEET, FOR A TOTAL DISTANCE OF 2,925.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE NORTH CORNER OF A 10.00 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO STEPHEN C. PARKS RECORDED IN VOLUME 15295, PAGE 277 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID 215.273 ACRE TRACT AND SAID 10.00 ACRE TRACT FOR THE FOLLOWING CALLS:

S 42° 01' 44" W FOR A DISTANCE OF 180.77 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

S 15° 42' 01" E FOR A DISTANCE OF 1,345.71 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE MOST WESTERLY SOUTH CORNER OF SAID 10.00 ACRE TRACT AND THE NORTHWEST CORNER OF A 5.284 ACRE REMAINDER OF A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DISTRIBUTION

EXHIBIT B – page 9

DEED RECORDED IN VOLUME 15157, PAGE 291 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 35° 00' 23" E ALONG THE NORTHEAST LINE OF SAID 215.273 ACRE TRACT FOR A DISTANCE OF **522.96 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE NORTHWEST LINE OF FM 1179, IN A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 1,186.11 FEET, MARKING THE MOST EASTERLY SOUTH CORNER OF SAID 215.273 ACRE TRACT; FOR REFERENCE, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING BEGINNING OF SAID CURVE BEARS: N 61° 17' 26" E A DISTANCE OF 200.89 FEET;

THENCE: ALONG THE NORTHWEST LINE OF FM 1179 FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF **11° 15' 03"** FOR AN ARC DISTANCE OF **232.91 FEET (CHORD BEARS: S 50° 48' 26" W – 232.54 FEET)** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE END POINT OF SAID CURVE;

S 45° 10' 54" W, PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT THE COMMON CORNER OF SAID 215.273 ACRE TRACT AND SAID 27.37 ACRE TRACT AT 250.97 FEET, FOR A TOTAL DISTANCE OF **357.26 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE BEGINNING OF A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 5,765.44 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF **03° 30' 08"** FOR AN ARC DISTANCE OF **352.40 FEET (CHORD BEARS: S 43° 25' 53" W - 352.35 FEET)** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE END POINT OF SAID CURVE;

S 41° 40' 54" W FOR A DISTANCE OF **679.76 FEET** TO THE **POINT OF BEGINNING** CONTAINING **252.76 ACRES OF LAND** AS MEASURED BY GRID DISTANCES, MORE OR LESS.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502
DATE: 12/07/2020



KERR SURVEYING, LLC | 409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
979-268-3195 | BRAD@KERRSURVEYING.NET | TBPELS FIRM# 10018500

EXHIBIT C

PRELIMINARY SEWER STUDY

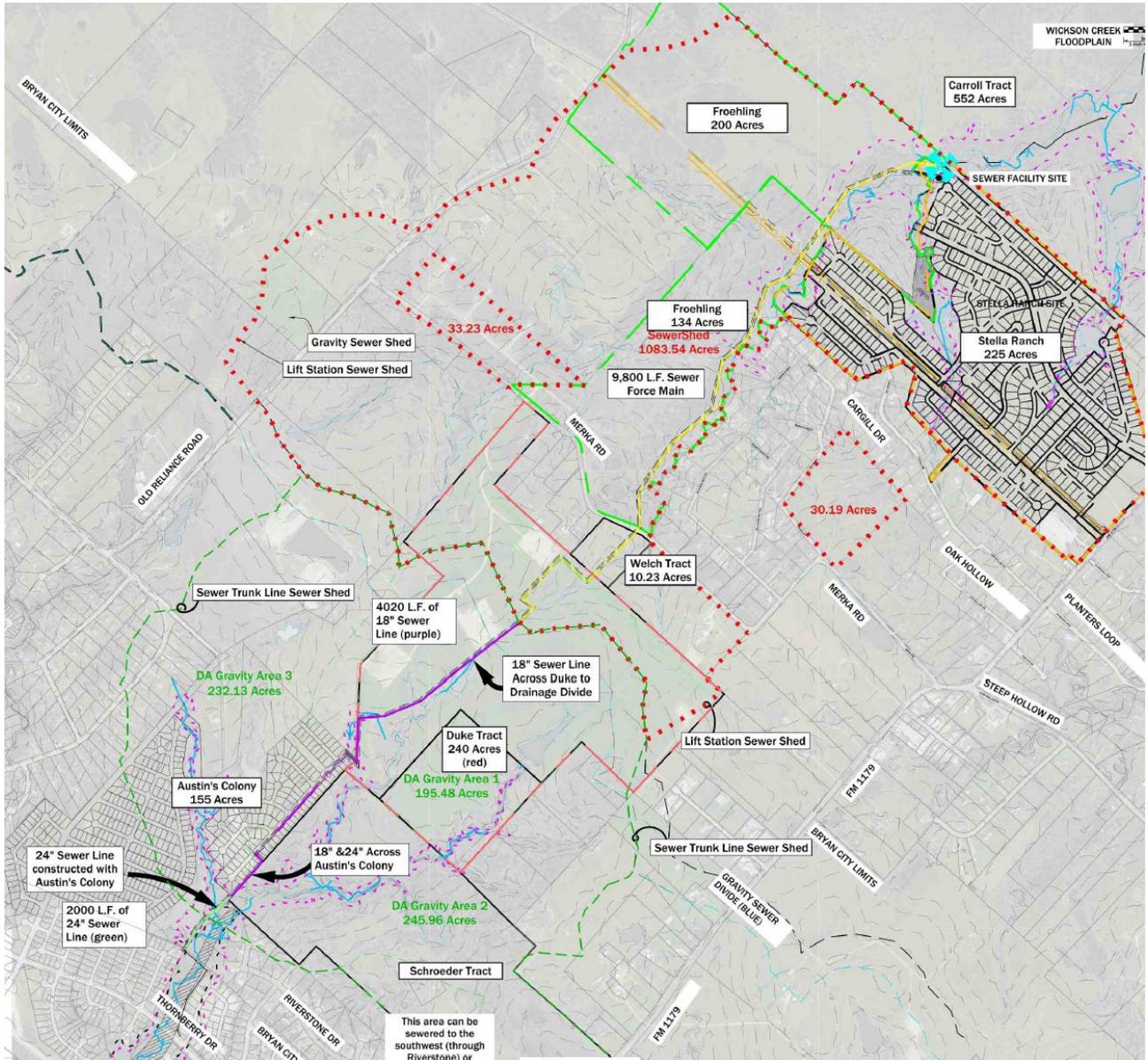


EXHIBIT D

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BRYAN, TEXAS AND**

This Municipal Services Agreement (“Agreement”) is entered into on _____ day of _____, 20__ by and between the City of Bryan, a Texas home-rule municipal corporation (“City”) and _____ (“Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, Owner owns certain parcels of land located at _____, which consists of approximately _____ acres of land in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit 1 attached and incorporated herein by reference (“Property”);

WHEREAS, when the City elects to annex an area, Section 43.0672 of the Texas Local Government Code requires the City to first enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property, subject to final approval of annexation by the Bryan City Council;

NOW, THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, depicted in **Exhibit 1** and more specifically described in **Exhibit 2**.
2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES**. Commencing on the effective date of annexation, unless stated otherwise, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by

which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, rules, regulations and policies. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. Services to be provided effective immediately upon annexation unless stated otherwise include:

a) POLICE PROTECTION

The City of Bryan, Texas and its Police Department will provide police protection to the newly annexed territory at the same or similar service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The City's adopted ordinances extend to the newly annexed area and are applied equally to all areas of the City based on the policy and wording of such ordinances. The average dispatch and delivery time, equipment dedication to service areas, and staffing requirements are comparable to the average provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

b) FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

The City of Bryan, Texas and its Fire Department will provide fire protection and ambulance service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. Furthermore, the City of Bryan Fire Department will respond to all dispatched calls (including emergency medical services) and other requests for service or assistance within the newly annexed area, the same as it would within other areas inside the City limits of Bryan. The City's adopted Fire Code shall extend to the newly annexed area and is equally applicable to all areas of the City.

c) SOLID WASTE COLLECTION

The City of Bryan, Texas and its Environmental Services Department will provide solid waste collection and disposal service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

d) WATER DISTRIBUTION SERVICE

The subject property falls within Wickson Special Utility District Certificate of Convenience and Necessity (CCN), therefore City of Bryan, Texas and its Water Services Department does not have the right to and will not provide water distribution service to the newly annexed territory.

e) WASTEWATER SERVICE

The subject property does not fall within any Wastewater Service Certificate of Convenience and Necessity (CCN), therefore the City of Bryan, Texas and its Water Services Department have the right and will provide wastewater service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The comparable nature of any areas are at the discretion of the City of Bryan but are evaluated based on the characteristics of the newly annexed area on the date of annexation.

Existing City of Bryan sewer mains at their present locations shall be available for point-of-use connections, based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. The City of Bryan will assess the need to provide centralized wastewater collection and treatment service to particular areas, along with lift stations or any other necessary capital improvements, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. As applied to all properties within the City, residents and/or developers will be responsible for costs to install sewer service within the development.

All sewer service facilities that may come under the City of Bryan's direct jurisdiction in the future, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated, maintained, monitored and inspected pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

f) STORM WATER MANAGEMENT

City of Bryan regulations concerning storm water management will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended, and in accordance with similarly situated properties within the City.

g) BUILDING SERVICES

The Development Services Department's responsibility for regulating building construction will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Bryan.

h) PLANNING AND DEVELOPMENT

The Development Services Department's responsibility for regulating development and land use through the administration of the City of Bryan Zoning Ordinance, Land and Site Development Ordinance and all other development-related ordinances will extend to the newly annexed territory. The newly annexed area will also continue to be regulated under the requirements of the City of Bryan Subdivision Ordinance.

i) ELECTRICITY SERVICE

Bryan Texas Utilities (BTU), a municipal electric utility, will provide electricity service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

j) ROADS, STREETS, ALLEYWAYS AND TRAFFIC ENGINEERING

Any and all roads, streets or alleyways in the newly annexed territory which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Bryan, Texas with similar land use, population density and topography. Construction of new roads and streets is the responsibility of the developer or property owner desiring them and must be designed and built in accordance with applicable City of Bryan codes and standards.

Municipal maintenance of properly dedicated roads, streets and alleyways (which may be installed by developers of land within this newly annexed territory) will be consistent with such maintenance provided by the City of Bryan to other roads, streets and alleyways in areas exhibiting land use, population densities and topography similar to that of the newly annexed area.

The City of Bryan Public Works Department will install traffic signs, street markings and other traffic control devices in the newly annexed area as the need is established by appropriate study, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

The City of Bryan Public Works Department will install street name signs in the newly annexed area. Under current City of Bryan ordinances, developers are responsible for the cost of street name signs for new public and private streets.

Bryan Texas Utilities (BTU), a municipal electric utility, will install streetlights in accordance with the utility standards of BTU, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances

may be amended. Under current City of Bryan ordinances, developers are responsible for the cost of streetlights in new subdivisions.

k) **PARKS AND RECREATION**

The newly annexed territory does not include any known existing public parks, playgrounds or swimming pools which would come under the City of Bryan's jurisdiction as a result of annexation. Residents of the newly annexed territory may use any and all existing City of Bryan parks, playgrounds and recreational facilities and participate in any and all programs, events, activities and services of the City of Bryan Parks and Recreation Department. Expansion of recreational facilities and programs to the newly annexed territory would be governed by applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

l) **MAINTAINING OTHER PUBLICLY-OWNED FACILITIES OR BUILDINGS**

The City of Bryan, Texas is not aware of the existence of any publicly-owned facility or building now located in the newly annexed territory. In the event any such publicly-owned facility or building does exist and are public facilities or buildings, the City of Bryan shall maintain such facilities or buildings to the same extent and degree that it maintains similar municipal facilities and buildings now incorporated in the City of Bryan, Texas.

4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation of Property is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** Texas law governs all adversarial proceedings arising out of the subject matter of this Agreement. Venue shall be in the court of appropriate jurisdiction in Brazos County, Texas.

8. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

9. **COUNTERPARTS.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

11. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **STATUTORY VERIFICATIONS.**

(a) Anti-Boycott of Israel Verification. By signing and entering into the Agreement, Owner verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term "boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code.

(b) Anti-Boycott of Energy Companies Verification. By signing and entering into the Agreement, Owner verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. The term "boycott energy companies" has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

(c) Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification. By signing and entering into the Agreement, Owner verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code (as added by SB 19).

(d) Anti-Terrorism Verification. By signing and entering into the Agreement, Owner verifies, pursuant to Chapter 2252 Subchapter F of the Texas Government Code, neither Owner,

nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner: (i) engages in business with Iran, Sudan, or any foreign terrorist organization; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

(e) Lone Star Infrastructure Protection Act Verification. By signing and entering into the Agreement. Owner verifies, pursuant to Chapter 2274 of the Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session): that (a) neither Owner, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code.

14. **ENTIRE AGREEMENT**. This Agreement, along with that certain Development Agreement Between the City of Bryan, Texas and Steep Hollow Land, LP, dated as of _____, 2022 (the “Development Agreement”), constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement shall not be amended unless executed in writing by both parties. Owner’s consent to annexation hereunder is further conditioned on the City’s compliance with the Development Agreement.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BRYAN:

(OWNER):

By: _____
Andrew Nelson, Mayor

By: _____
Name:
Title:

Approved as to Form:

Thomas A. Leeper, City Attorney

Attest:

Mary Lynne Stratta
City Secretary

State of Texas
County of Brazos

This instrument was acknowledged before me on the ____ day of _____, 2022, by Andrew Nelson, Mayor of the City of Bryan, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

State of Texas
County of Brazos

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, of (Name, title), on behalf of said _____ (name of company or individual, as applicable).

By: _____
Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

EXHIBIT 1

SURVEY OF PROPERTY TO BE ANNEXED INTO CITY LIMITS

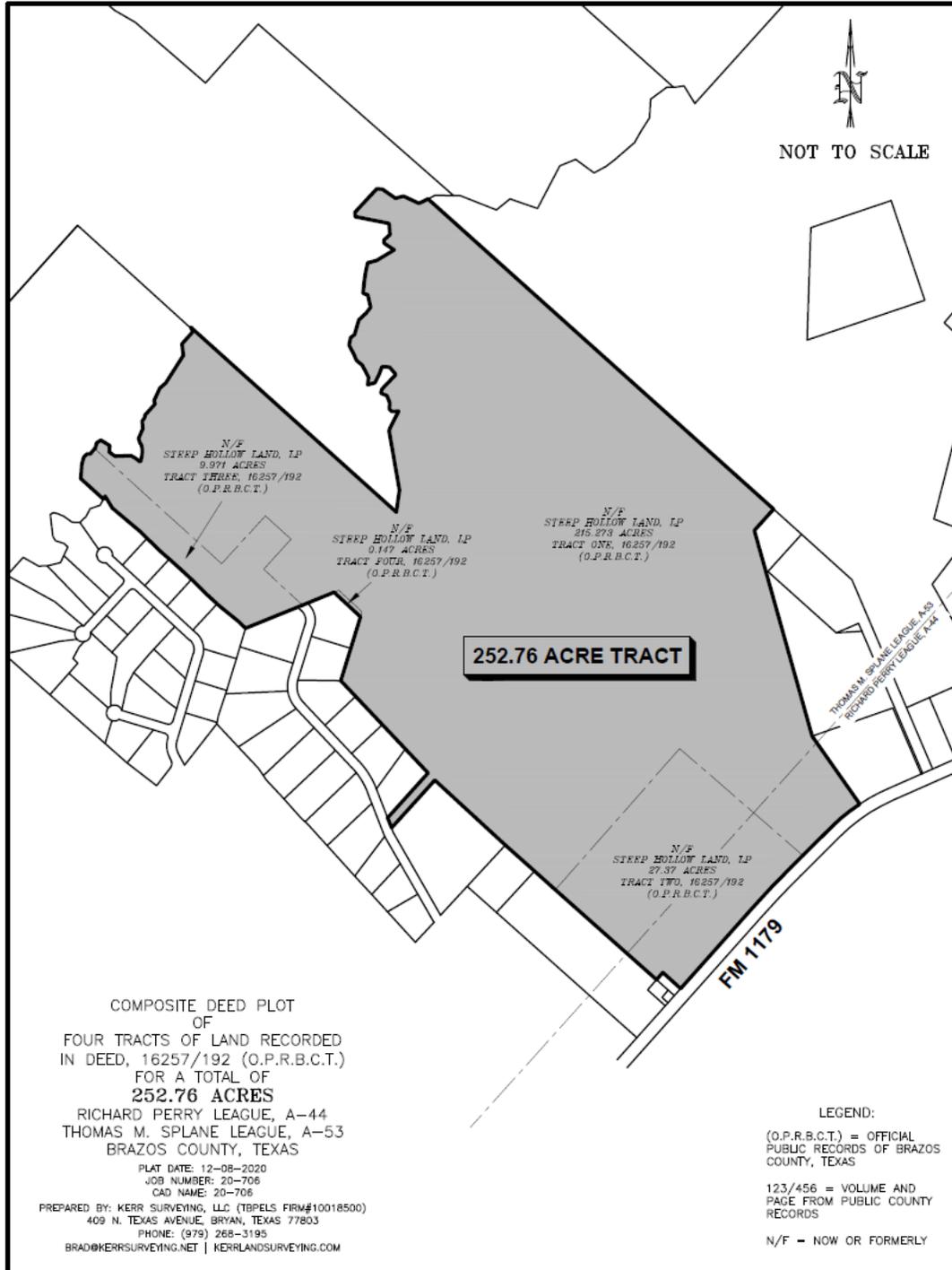


EXHIBIT 2 – page 1

METES AND BOUNDS OF PROPERTY TO BE ANNEXED INTO CITY LIMITS

Kerr Surveying, LLC
409 N. Texas Avenue
Bryan, Texas 77803
TBPELS Firm Registration No. 10018500

**METES AND BOUNDS DESCRIPTION
OF A
252.76 ACRE TRACT
RICHARD PERRY LEAGUE, A-44
THOMAS M. SPLANE LEAGUE, A-53
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 252.76 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE RICHARD PERRY LEAGUE, ABSTRACT NO. 44 AND THE THOMAS M. SPLANE LEAGUE, ABSTRACT NO. 53, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A 215.273 ACRE TRACT OF LAND AS DESCRIBED AS TRACT ONE, ALL OF A 27.37 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO, ALL OF A 9.971 ACRE TRACT OF LAND AS DESCRIBED AS TRACT THREE, AND ALL OF 0.147 ACRE TRACT OF LAND AS DESCRIBED AS TRACT FOUR IN A DEED TO STEEP HOLLOW LAND, LP RECORDED IN VOLUME 16257, PAGE 192 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (O.P.R.B.C.T.). SAID 0.147 ACRE TRACT BEING A PORTION OF LOT 12, OAK HOLLOW ACRES PHASE 2 AS SHOWN ON THE PLAT RECORDED IN VOLUME 382, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (D.R.B.C.T.).

SAID 252.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 6 INCH TREATED FENCE POST FOUND ON THE NORTHWEST LINE OF FM 1179 (80' R.O.W.) MARKING THE MOST SOUTHERLY CORNER OF SAID 27.37 ACRE TRACT AND THE EAST CORNER OF A CALLED 0.2079 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO WICKSON CREEK SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 3759, PAGE 172 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; FOR REFERENCE, A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE SOUTHEAST LINE OF FM 1179 BEARS: S 39° 12' 10" W A DISTANCE OF 1810.82 FEET; COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT SWG A-53-W (Y:10242882.810, X:3554386.822) AND AS ESTABLISHED BY GPS OBSERVATION (EPOCH 2010.00); DISTANCES SHOWN HEREIN ARE GRID DISTANCES UNLESS OTHERWISE NOTED, AREAS SHOWN AS "MEASURED" ARE CALCULATED FROM GRID DISTANCES, TO DETERMINE SURFACE DISTANCES, NOT SURFACE AREAS, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00011606538251 [CALCULATED USING GEOID12B];

THENCE: N 48° 06' 48" W ALONG THE NORTHEAST LINE OF SAID 0.2079 ACRE TRACT FOR A DISTANCE OF **151.21 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE NORTH CORNER OF SAID 0.2079 ACRE TRACT;

THENCE: S 41° 29' 53" W ALONG THE NORTHWEST LINE OF SAID 0.2079 ACRE TRACT FOR A DISTANCE OF **60.00 FEET** TO A ½ INCH IRON ROD FOUND BENT MARKING THE WEST CORNER OF SAID 0.2079 ACRE TRACT, A SOUTHEAST CORNER OF A CALLED 9.517 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO J. NICHOLS INVESTMENTS, LLC RECORDED IN VOLUME 12329, PAGE 109 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE NORTH CORNER OF A CALLED 0.223 ACRE TRACT OF LAND AS DESCRIBED AS EXHIBIT 'C' IN

EXHIBIT 2 – page 2

A DEED TO WICKSON CREEK SPECIAL UTILITY DISTRICT RECORDED IN VOLUME 1158, PAGE 762 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (O.R.B.C.T.);

THENCE: N 48° 19' 23" W ALONG THE COMMON LINE OF SAID 9.517 ACRE TRACT AND SAID 27.37 ACRE TRACT, PASS A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 27.37 ACRE TRACT AND THE MOST WESTERLY SOUTH CORNER OF SAID 215.273 ACRE TRACT AT 852.07 FEET, FOR A TOTAL DISTANCE OF **1,028.03 FEET** TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 9.517 ACRE TRACT AND THE EAST CORNER OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED AS TRACT TWO IN A DEED TO LISA HUNTER RECORDED IN VOLUME 7270, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 48° 16' 12" W ALONG THE NORTHEAST LINE OF SAID 2.00 ACRE TRACT FOR A DISTANCE OF **246.51 FEET** TO A 1/2 INCH IRON ROD FOUND BENT MARKING THE NORTH CORNER OF SAID 2.00 ACRE TRACT AND THE EAST CORNER OF A CALLED 6.995 ACRE TRACT OF LAND AS DESCRIBED AS TRACT ONE IN SAID DEED, 7270/264 (O.P.R.B.C.T.);

THENCE: N 47° 18' 39" W ALONG THE NORTHEAST LINE OF SAID 6.995 ACRE TRACT FOR A DISTANCE OF **603.97 FEET** TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 6.995 ACRE TRACT;

THENCE: S 42° 11' 52" W ALONG THE NORTHWEST LINE OF SAID 6.995 ACRE TRACT FOR A DISTANCE OF **405.71 FEET** TO A 1/2 INCH IRON ROD FOUND BENT ON THE NORTHEAST LINE OF CARGILL DRIVE (60' R.O.W.) MARKING THE WEST CORNER OF SAID 6.995 ACRE TRACT;

THENCE: N 21° 08' 16" W ALONG THE NORTHEAST LINE OF CARGILL DRIVE FOR A DISTANCE OF **67.74 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 17 OF SAID OAK HOLLOW ACRES PHASE 2;

THENCE: N 42° 06' 16" E ALONG THE SOUTHEAST LINE OF SAID LOT 17 FOR A DISTANCE OF **379.79 FEET** TO A 1/2 INCH IRON ROD FOUND BENT MARKING THE EAST CORNER OF SAID LOT 17;

THENCE: ALONG THE NORTHEAST LINE OF SAID OAK HOLLOW ACRES PHASE 2 FOR THE FOLLOWING CALLS:

N 43° 18' 41" W FOR A DISTANCE OF **800.47 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE COMMON CORNER OF LOTS 13 AND 14 OF SAID OAK HOLLOW ACRES PHASE 2;

N 17° 02' 40" E FOR A DISTANCE OF **420.64 FEET** TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE SOUTHEAST LINE OF LOT 12 OF SAID OAK HOLLOW ACRES PHASE 2 MARKING THE SOUTH CORNER OF SAID 0.147 ACRE TRACT;

THENCE: N 47° 08' 11" W THROUGH SAID LOT 12 AND ALONG THE SOUTHWEST LINE OF SAID 0.147 ACRE TRACT FOR A DISTANCE OF **227.57 FEET** TO A 1/2 INCH IRON ROD WITH PLASTIC

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CAP STAMPED 'KERR 4502' FOUND ON THE NORTHWEST LINE OF SAID LOT 12 MARKING THE WEST CORNER OF SAID 0.147 ACRE TRACT;

THENCE: S 67° 52' 10" W ALONG THE NORTHWEST LINE OF SAID OAK HOLLOW ACRES PHASE 2, PASS A 5/8 INCH IRON ROD FOUND IN THE CENTERLINE OF CARGILL DRIVE AT THE COMMON CORNER OF SAID 215.273 ACRE TRACT AND SAID 9.971 ACRE TRACT AT 214.71 FEET, FOR A TOTAL DISTANCE OF **600.82 FEET** TO 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 9.971 ACRE TRACT, THE NORTHWEST CORNER OF LOT 11 OF SAID OAK HOLLOW ACRES PHASE 2 AND THE EAST CORNER OF LOT 23, RAVENWOOD [SUBDIVISION] AS SHOWN ON THE PLAT RECORDED IN VOLUME 385, PAGE 461 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID 9.971 ACRE TRACT AND SAID RAVENWOOD [SUBDIVISION] FOR THE FOLLOWING CALLS:

N 46° 59' 03" W FOR A DISTANCE OF **59.67 FEET** TO A 12 INCH POST OAK TREE STUMP;

N 50° 42' 48" W FOR A DISTANCE OF **147.58 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 48° 22' 31" W FOR A DISTANCE OF **29.18 FEET** TO A 1/2 INCH IRON ROD FOUND MAKING THE COMMON CORNER OF LOTS 22 AND 23 OF SAID RAVENWOOD;

N 47° 44' 41" W FOR A DISTANCE OF **85.92 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 44° 32' 59" W FOR A DISTANCE OF **96.55 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 46° 47' 49" W FOR A DISTANCE OF **39.95 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 21 AND 22 OF SAID RAVENWOOD;

N 47° 08' 32" W FOR A DISTANCE OF **100.76 FEET** TO A 12 INCH POST OAK TREE FOUND;

N 48° 28' 10" W FOR A DISTANCE OF **89.09 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 20 AND 21 OF SAID RAVENWOOD;

N 48° 54' 12" W FOR A DISTANCE OF **62.90 FEET** TO A 24 INCH POST OAK TREE FOUND;

N 45° 35' 47" W FOR A DISTANCE OF **128.52 FEET** TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOTS 19 AND 20 OF SAID RAVENWOOD;

N 45° 35' 47" W FOR A DISTANCE OF **56.78 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

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N 49° 57' 48" W FOR A DISTANCE OF 233.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

N 31° 11' 22" W FOR A DISTANCE OF 88.37 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

S 28° 14' 32" W FOR A DISTANCE OF 21.47 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE NORTHWEST LINE OF SAID LOT 19 MARKING A COMMON CORNER OF SAID 9.971 ACRE TRACT AND A CALLED 134.898 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ED FROEHLING BUILDER, INC. RECORDED IN VOLUME 11958, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 45' 17" W ALONG THE COMMON LINE OF SAID 9.971 ACRE TRACT AND SAID 134.898 ACRE TRACT, PASS A 3/4 INCH IRON PIPE FOUND BENT AT 188.35 FEET, FOR A TOTAL DISTANCE OF 194.86 FEET TO A POINT IN THE CENTERLINE OF SANDY CREEK;

THENCE: ALONG THE CENTERLINE OF SANDY CREEK FOR THE FOLLOWING CALLS:

N 26° 50' 27" E FOR A DISTANCE OF 3.31 FEET;

N 04° 53' 05" E FOR A DISTANCE OF 87.09 FEET;

N 15° 23' 28" E FOR A DISTANCE OF 45.30 FEET;

N 45° 11' 52" E FOR A DISTANCE OF 27.43 FEET;

N 86° 17' 06" E FOR A DISTANCE OF 21.31 FEET;

N 40° 13' 59" E, PASS THE COMMON CORNER OF SAID 9.971 ACRE TRACT AND SAID 215.273 ACRE TRACT AT 43.53 FEET, FOR A TOTAL DISTANCE OF 49.42 FEET;

N 15° 35' 36" E FOR A DISTANCE OF 32.33 FEET;

N 55° 21' 20" E FOR A DISTANCE OF 30.84 FEET;

S 59° 04' 40" E FOR A DISTANCE OF 66.24 FEET;

S 03° 59' 08" W FOR A DISTANCE OF 41.10 FEET;

S 54° 00' 30" E FOR A DISTANCE OF 44.32 FEET;

N 87° 14' 06" E FOR A DISTANCE OF 100.42 FEET;

S 58° 17' 35" E FOR A DISTANCE OF 42.07 FEET;

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S 49° 03' 28" E FOR A DISTANCE OF 23.32 FEET;

N 86° 32' 42" E FOR A DISTANCE OF 8.30 FEET;

N 12° 01' 14" E FOR A DISTANCE OF 37.18 FEET;

N 03° 09' 04" E FOR A DISTANCE OF 34.97 FEET;

N 08° 12' 57" W FOR A DISTANCE OF 30.38 FEET;

N 33° 11' 14" W FOR A DISTANCE OF 20.18 FEET;

N 17° 17' 05" W FOR A DISTANCE OF 26.63 FEET;

N 22° 26' 43" E FOR A DISTANCE OF 67.59 FEET;

N 04° 24' 12" W FOR A DISTANCE OF 47.09 FEET;

N 35° 07' 32" E FOR A DISTANCE OF 28.67 FEET;

N 09° 54' 59" E FOR A DISTANCE OF 15.80 FEET;

N 41° 48' 01" E FOR A DISTANCE OF 92.80 FEET;

N 15° 45' 55" W FOR A DISTANCE OF 20.40 FEET;

N 23° 42' 04" E FOR A DISTANCE OF 87.06 FEET;

N 48° 03' 48" E FOR A DISTANCE OF 52.23 FEET;

N 32° 25' 31" E FOR A DISTANCE OF 203.68 FEET;

N 05° 32' 08" W FOR A DISTANCE OF 73.06 FEET;

N 41° 03' 28" E FOR A DISTANCE OF 99.93 FEET;

N 14° 42' 03" W FOR A DISTANCE OF 18.04 FEET TO THE MOST EASTERLY NORTH CORNER OF SAID 134.898 ACRE TRACT ON THE SOUTHWEST LINE OF A 200.00 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ED FROEHLING BUILDER, INC. RECORDED IN VOLUME 15175, PAGE 82 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; FOR REFERENCE, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE COMMON LINE OF SAID 134.898 ACRE TRACT AND SAID 200.00 ACRE TRACT BEARS: N 47° 43' 35" W A DISTANCE OF 72.18 FEET;

THENCE: ALONG THE COMMON LINE OF SAID 215.273 ACRE TRACT AND SAID 200.00 ACRE TRACT FOR THE FOLLOWING CALLS:

EXHIBIT 2 – page 6

N 25° 07' 56" W CONTINUING ALONG THE CENTERLINE OF SANDY CREEK FOR A DISTANCE OF **12.24 FEET**;

S 48° 00' 24" E LEAVING SAID CREEK, PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 58.31 FEET, PASS ANOTHER 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 1360.61 FEET, FOR A TOTAL DISTANCE OF **1,739.72** TO THE MOST SOUTHERLY CORNER OF SAID 200.00 ACRE TRACT IN AN EXISTING POND;

N 08° 00' 33" E ALONG THE ORIGINAL CENTERLINE OF 'CHICKEN BRANCH' (CREEK) AS SCALED FROM 1940'S AERIAL PHOTOGRAPHY FOR A DISTANCE OF **140.42 FEET** TO A POINT IN SAID POND;

N 09° 52' 55" W, PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 229.56 FEET, FOR A TOTAL DISTANCE OF **377.83 FEET** TO THE EXISTING CENTERLINE OF 'CHICKEN BRANCH';

THENCE: CONTINUING ALONG SAID COMMON LINE AND ALONG THE EXISTING CREEK CENTERLINE OF 'CHICKEN BRANCH' FOR THE FOLLOWING CALLS;

N 13° 28' 35" E FOR A DISTANCE OF **14.71 FEET**;

N 27° 02' 16" E FOR A DISTANCE OF **124.70 FEET**;

S 86° 33' 23" W FOR A DISTANCE OF **43.67 FEET**;

N 44° 47' 42" W FOR A DISTANCE OF **22.12 FEET**;

N 03° 40' 35" E FOR A DISTANCE OF **37.99 FEET**;

N 19° 34' 50" W FOR A DISTANCE OF **48.76 FEET**;

N 67° 35' 09" W FOR A DISTANCE OF **42.88 FEET**;

N 17° 55' 40" E FOR A DISTANCE OF **26.86 FEET**;

N 43° 35' 10" E FOR A DISTANCE OF **125.47 FEET**;

N 40° 38' 04" W FOR A DISTANCE OF **61.22 FEET**;

N 86° 00' 13" W FOR A DISTANCE OF **46.52 FEET**;

S 21° 58' 02" W FOR A DISTANCE OF **55.17 FEET**;

S 26° 10' 13" W FOR A DISTANCE OF **55.53 FEET**;

EXHIBIT 2 – page 7

S 74° 26' 00" W FOR A DISTANCE OF 46.78 FEET;
N 06° 24' 09" E FOR A DISTANCE OF 46.97 FEET;
N 27° 47' 10" W FOR A DISTANCE OF 87.28 FEET;
N 51° 15' 24" W FOR A DISTANCE OF 22.28 FEET TO A 1-1/4 INCH IRON ROD FOUND;
N 51° 15' 24" W FOR A DISTANCE OF 24.32 FEET;
N 21° 44' 27" W FOR A DISTANCE OF 43.49 FEET;
N 27° 41' 11" W FOR A DISTANCE OF 64.12 FEET;
N 11° 36' 25" E FOR A DISTANCE OF 46.53 FEET;
N 51° 31' 58" E FOR A DISTANCE OF 32.32 FEET;
N 16° 07' 57" E FOR A DISTANCE OF 96.29 FEET;
N 46° 55' 32" E FOR A DISTANCE OF 63.32 FEET;
N 37° 15' 31" E FOR A DISTANCE OF 46.21 FEET;
N 13° 29' 46" W FOR A DISTANCE OF 80.49 FEET;
N 70° 43' 46" W FOR A DISTANCE OF 30.25 FEET;
N 05° 52' 42" E FOR A DISTANCE OF 78.19 FEET;
N 08° 09' 32" E FOR A DISTANCE OF 54.25 FEET;
N 12° 26' 43" E FOR A DISTANCE OF 61.95 FEET TO THE CONFLUENCE OF THE
CENTERLINE OF SANDY CREEK AND THE CENTERLINE OF 'CHICKEN BRANCH'
(CREEK);

THENCE: CONTINUING ALONG SAID COMMON LINE AND ALONG THE CENTERLINE OF
SANDY CREEK FOR THE FOLLOWING CALLS;

N 75° 12' 19" E FOR A DISTANCE OF 57.23 FEET;
N 58° 57' 59" E FOR A DISTANCE OF 129.62 FEET;
N 56° 21' 41" W FOR A DISTANCE OF 76.43 FEET;

EXHIBIT 2 – page 8

N 02° 09' 42" W FOR A DISTANCE OF 19.75 FEET;

N 48° 45' 42" E FOR A DISTANCE OF 49.93 FEET;

N 04° 06' 46" W FOR A DISTANCE OF 70.99 FEET;

N 78° 31' 54" W FOR A DISTANCE OF 218.22 FEET;

N 02° 58' 18" W FOR A DISTANCE OF 27.43 FEET;

N 43° 02' 17" E FOR A DISTANCE OF 202.44 FEET;

S 84° 39' 55" E FOR A DISTANCE OF 37.05 FEET;

S 55° 04' 42" E FOR A DISTANCE OF 97.97 FEET;

N 75° 35' 30" E FOR A DISTANCE OF 52.49 FEET;

S 64° 56' 49" E FOR A DISTANCE OF 106.98 FEET;

N 63° 33' 16" E FOR A DISTANCE OF 64.26 FEET TO THE MOST EASTERLY NORTH CORNER OF SAID 215.273 ACRE TRACT AND THE WEST CORNER OF A TRACT OF LAND AS DESCRIBED AS TRACTS 1 AND 2 IN A DEED TO FIRST NATIONAL BANK OF HUNTSVILLE AND LORENE L. CARROLL, CO-TRUSTEES OF THE DONALD FLOYD CARROLL FAMILY TRUST RECORDED IN VOLUME 10514, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 02' 37" E ALONG THE COMMON LINE OF SAID 215.273 ACRE TRACT AND SAID 'CARROLL' TRACT (10514/254), PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT 26.09 FEET, FOR A TOTAL DISTANCE OF 2,925.14 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE NORTH CORNER OF A 10.00 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO STEPHEN C. PARKS RECORDED IN VOLUME 15295, PAGE 277 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID 215.273 ACRE TRACT AND SAID 10.00 ACRE TRACT FOR THE FOLLOWING CALLS:

S 42° 01' 44" W FOR A DISTANCE OF 180.77 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND;

S 15° 42' 01" E FOR A DISTANCE OF 1,345.71 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE MOST WESTERLY SOUTH CORNER OF SAID 10.00 ACRE TRACT AND THE NORTHWEST CORNER OF A 5.284 ACRE REMAINDER OF A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DISTRIBUTION

EXHIBIT 2 – page 9

DEED RECORDED IN VOLUME 15157, PAGE 291 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 35° 00' 23" E ALONG THE NORTHEAST LINE OF SAID 215.273 ACRE TRACT FOR A DISTANCE OF **522.96 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND ON THE NORTHWEST LINE OF FM 1179, IN A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 1,186.11 FEET, MARKING THE MOST EASTERLY SOUTH CORNER OF SAID 215.273 ACRE TRACT; FOR REFERENCE, A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING BEGINNING OF SAID CURVE BEARS: N 61° 17' 26" E A DISTANCE OF 200.89 FEET;

THENCE: ALONG THE NORTHWEST LINE OF FM 1179 FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF **11° 15' 03"** FOR AN ARC DISTANCE OF **232.91 FEET (CHORD BEARS: S 50° 48' 26" W – 232.54 FEET)** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE END POINT OF SAID CURVE;

S 45° 10' 54" W, PASS A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND AT THE COMMON CORNER OF SAID 215.273 ACRE TRACT AND SAID 27.37 ACRE TRACT AT 250.97 FEET, FOR A TOTAL DISTANCE OF **357.26 FEET** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE BEGINNING OF A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 5,765.44 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF **03° 30' 08"** FOR AN ARC DISTANCE OF **352.40 FEET (CHORD BEARS: S 43° 25' 53" W - 352.35 FEET)** TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED 'KERR 4502' FOUND MARKING THE END POINT OF SAID CURVE;

S 41° 40' 54" W FOR A DISTANCE OF **679.76 FEET** TO THE **POINT OF BEGINNING** CONTAINING **252.76 ACRES OF LAND** AS MEASURED BY GRID DISTANCES, MORE OR LESS.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502
DATE: 12/07/2020



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