

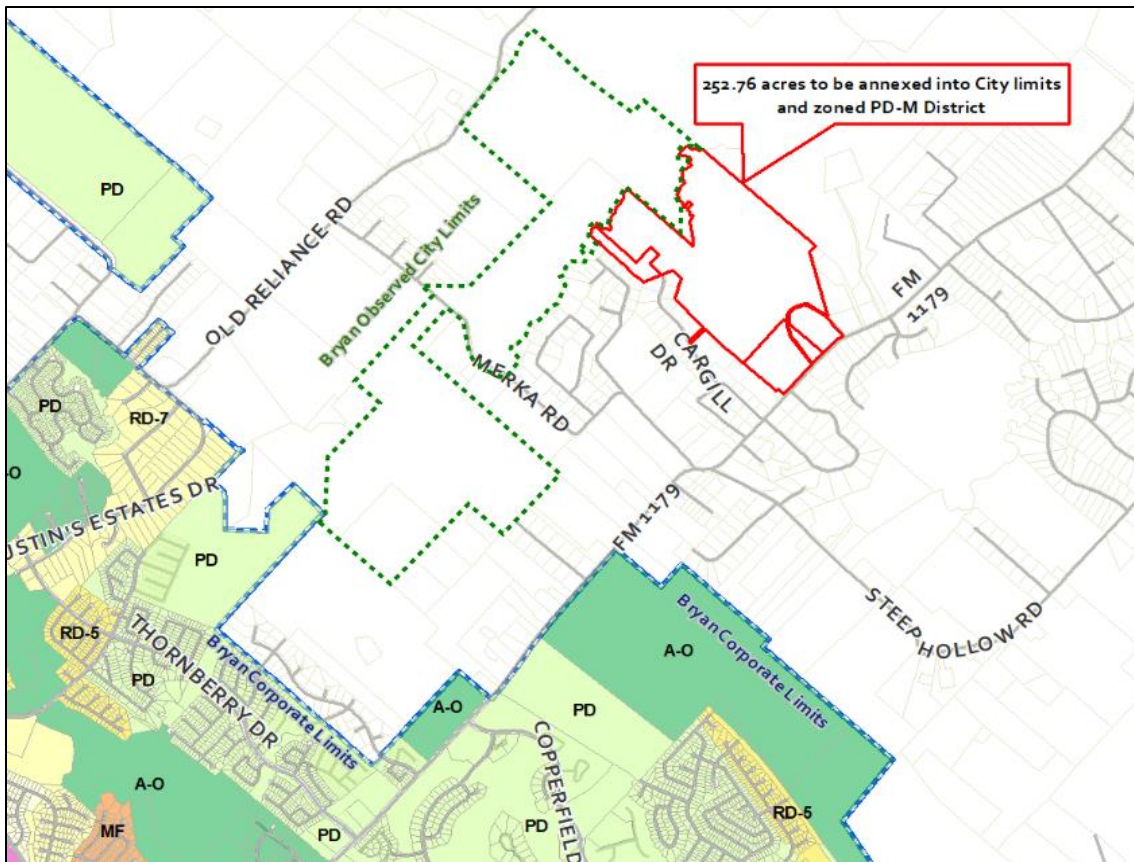
PLANNING AND ZONING COMMISSION
STAFF REPORT

June 15, 2023

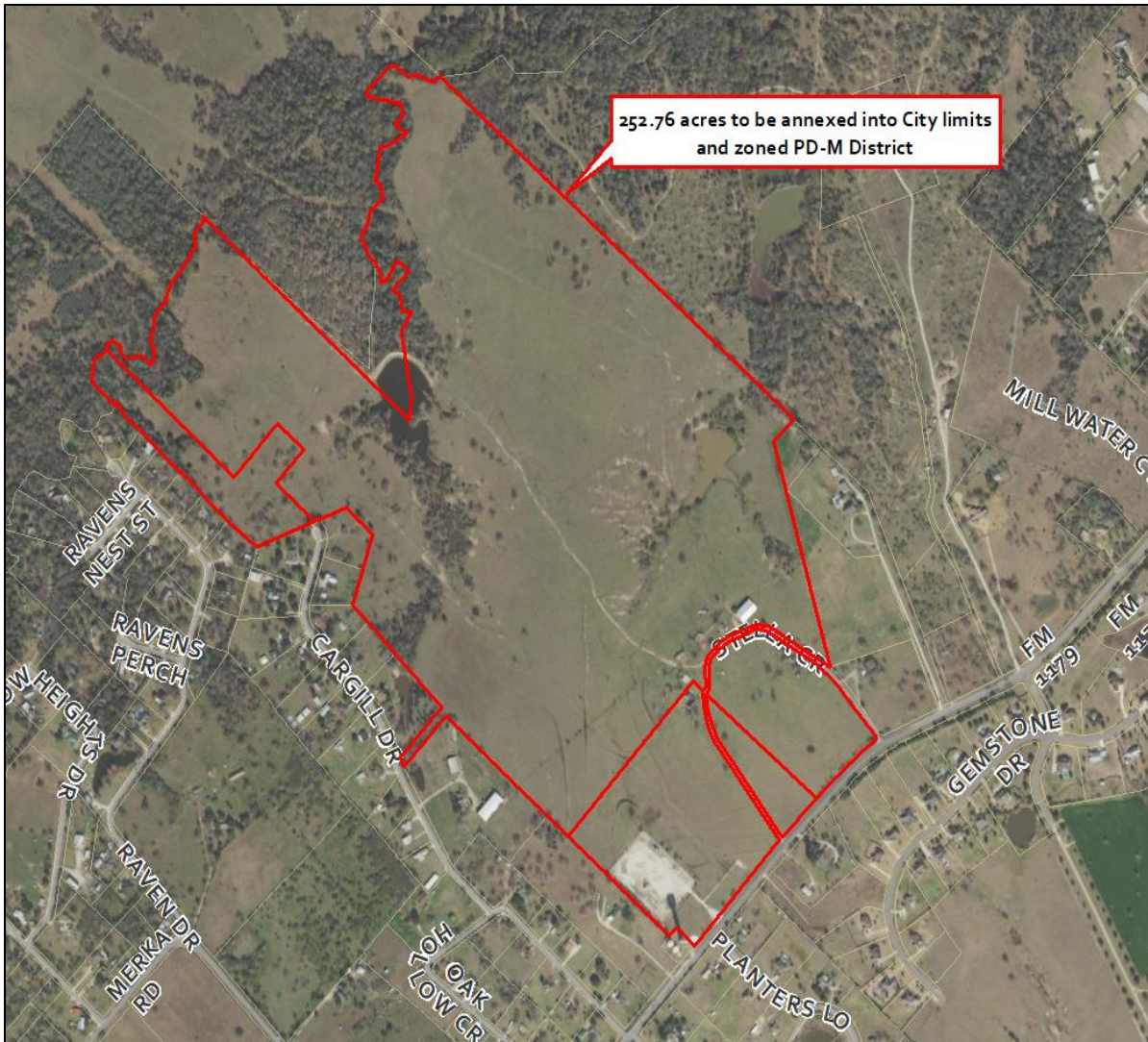


Annexation case no. ANNEX23-05: Stella Ranch Subdivision

- CASE DESCRIPTION:** Owner-requested annexation of 252.76 acres of land and 2.96 acres of County right-of-way
- LOCATION:** 252.76 acres of vacant land out of the T.M. Splane Survey and Richardson Perry Survey, Abstract No. 44, located approximately 2,000 feet northeast of the intersection of Steep Hollow Road and FM 1179 and adjacent 2.96 acres of FM 1179 right-of-way in Bryan’s extraterritorial jurisdiction (ETJ) in Brazos County, Texas
- EXISTING LAND USE:** Vacant Acreage
- PROPERTY OWNER:** Steep Hollow Land, LP
- STAFF CONTACT:** Katie Williams, AICP, Senior Planner
- SUMMARY RECOMMENDATION:** Staff recommends **approving** the requested annexation and assigning Planned Development – Mixed-Use District (PD-M) zoning upon annexation.



2021 AERIAL PHOTOGRAPH:



Planning and Zoning Commission previously considered this annexation request on June 1, 2023. During that meeting, the Commission expressed concern over the standards proposed, to include lot sizes and proposed minimum building setback distances; as well as existing public infrastructure standards, primarily local street pavement width. The Commission, by a vote of 7 to 1, recommended that the City Council approve the annexation and that the land be assigned Agricultural – Open District (A-O) upon annexation.

Following the June 1 P&Z meeting, the applicant and agents revised the proposed PD-M zoning district to incorporate additional standards that would mitigate against the concerns shared by the Commission. These revised standards include:

- Removing the request for a 20-foot front setback. The front setback within this PD-M District is now proposed to be 25-feet, which is standard for all residential zoning districts.
- Residential streets will be constructed with either 27-feet of pavement, stand-up curbs and parking on one side of the street only, or with 30-feet of pavement, laydown curbs and parking available on both sides of the street.
- No lots that reflect standard Residential District – 5000 (RD-5) minimum standards are requested.

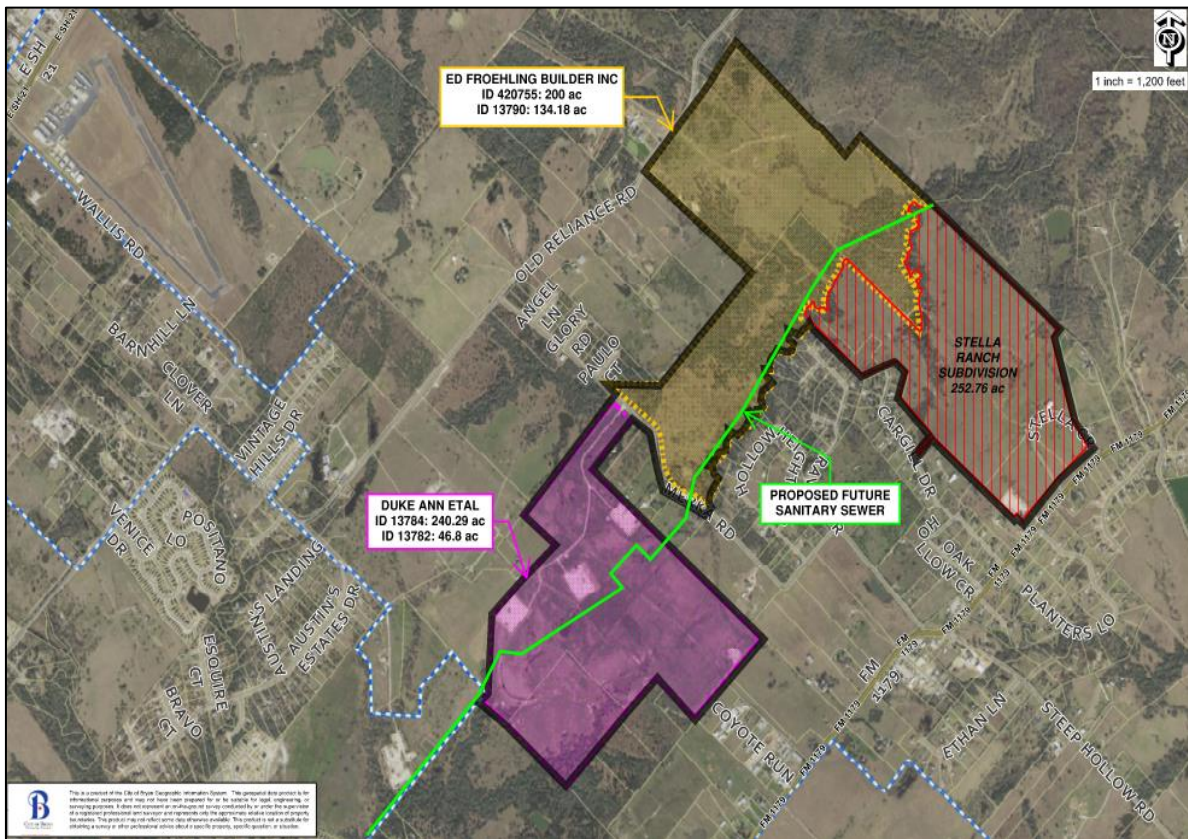
The underlying zoning guiding the physical development of the subdivision will be Residential District – 7000 (RD-7). To provide flexibility during development, up to 18.7% of total development area may have lots that are a minimum of 6,000 square feet in area and a minimum of 50-foot wide.

BACKGROUND AND ANALYSIS:

Beginning in 2019, conversations between the City of Bryan and the owner of the subject property, Steep Hollow Land, LP, took place regarding future residential development on the property and possible utility connections. The developer proposed the establishment of a Municipal Utility District (MUD) as an alternate way to finance sanitary sewer infrastructure and remain outside of City limits. However, MUDs typically presume a long term delay of City annexation, and if annexed prior to bonds being paid in full, the City must assume the balance of the MUD debt and reimburse the developer for any unbonded facilities. It was determined that alternatives should be explored in order to annex the subject property and provide applicable infrastructure.

On November 17, 2022, the Bryan City Council executed three development agreements with three separate property owners in relation to the proposed development of the Stella Ranch Subdivision. Two of these agreements, one between the City and Ann Duke et. al., the other between the City and Ed Froehling Builder, Inc., specifically related to future annexation in exchange for access to sanitary sewer infrastructure. These agreements therefore extended the observed boundaries of the City, allowing Steep Hollow Land, LP, property owner of proposed Stella Ranch subdivision, to petition for annexation.

The development agreement between the City and Steep Hollow Land, LP details requirements for the developer to design the proposed wastewater improvements and sanitary sewer line extension from its existing point of connection in Austin's Colony Phase 21, while the City will be responsible for construction from the existing point of connection to the subject property. The City is not responsible for the construction of any wastewater improvements within the proposed Stella Ranch Subdivision. Additionally, the City will reimburse the developer on a monthly basis for the fees accrued during design of the wastewater improvements in accordance with Texas Government Code Chapter 2551. Please see the next page for a detailed map of the properties engaged in development agreements with the City as well as the approximate alignment of future sanitary sewer. The three development agreements referenced above are attached to this staff report as Exhibit C, Exhibit D and Exhibit E.



On April 12, 2023, the City of Bryan received an annexation request from Bryan Reece of Steep Hollow Land, LP, for an owner-requested annexation of 252.76 acres of vacant land out of the T.M. Splane Survey and Richardson Perry Survey, Abstract No. 44, located approximately 2,000 feet northeast of the intersection of Steep Hollow Road and FM 1179 as well as the adjacent 2.96 acres of FM 1179 right-of-way.

Zoning

In accordance with the executed development agreement (Exhibit E), the subject 252.76 acres are proposed to be platted into a new detached residential subdivision with 15.91 acres reserved for future retail development. Per the related master plan document, case no. MP21-01, the subdivision is proposed to be developed in 15 phases for a maximum of 600 homes. Minimum lot sizes in these phases range from 5,000 to 7,000 square feet, which is consistent with the City’s existing Residential District – 5000 (RD-5) and Residential District – 7000 (RD-7) zoning districts, respectively. In order to accomplish the stated vision, the developer proposes the creation of a Planned Development – Mixed-Use District (PD-M) as a method to allow for the combination of land uses, the flexibility to adjust to changing market trends and demands over time, and the ability to implement a cohesive system of parks, trails, and other amenities all designed within the overall community character. As such, the primary components of the proposed PD-M District address land use, trails, and parks.

Transportation

In November 2019, City Council approved an amendment to the City’s Thoroughfare Plan (Ordinance No. 2383) specifically to realign a proposed super arterial roadway to the northeastern most property line of the subject property in order to increase developable area. This realignment avoids the possibility of

any phase of the proposed subdivision taking direct access to the future super arterial, which is the proposed eastern loop of Harvey Mitchell Parkway (FM 2818).

In addition, the developer retained RSP Avenue Consultants to conduct a traffic impact analysis (TIA) for Stella Ranch subdivision, which was completed on February 6, 2023. The analysis represents a review of the traffic impacts of the project, based on land use and site plan information, and identified the key traffic issues at specific intersections near the 252-acre subject property.

The study concluded that by the anticipated build-out year of the new subdivision, 2028, the following major improvements should be made:

1. Construct a left-turn lane at the proposed accesses on FM 1179.
2. Add a northbound right-turn lane on Briarcrest Drive at Boonville Road with the widening of FM 1179.

Neither of these off-site improvements to mitigate traffic-related concerns will be the responsibility of the developer under current City ordinances or policies. Instead, any such traffic system improvements will likely have to be funded as part of future Capital Improvement Plan projects, in cooperation with the Texas Department of Transportation (TxDOT). TxDOT is currently in design for a project to widen FM 1179, which is projected to go out for bid in 2024. As part of this project, the left-turn lane recommended by the TIA above will be completed.

Trail and Park System

The Stella Ranch Trail and Park System is proposed to be in lieu of ordinary parkland dedication and development standards of the City's Subdivision Ordinance. The Trail and Park System will be accessible to the general public via a public access easement that is required to be dedicated upon recording of the applicable final plat. Operation, repair and maintenance of the Stella Ranch Trail and Park System will be the responsibility of, and controlled by, the subdivision's homeowner's association. The City of Bryan will not be responsible for operating, repairing, or maintaining the Stella Ranch Trail and Park System.

The Park System for Stella Ranch will provide for the parkland needs of future residents through the development of a variety of parks, located within the community. Parks will be constructed by the developer on land suitable for parks and recreational purposes and deeded to and maintained by the homeowner's association. The park system will include three signature parks, available to the general public, totaling a minimum of 13.47 acres. These parks will be connected to the subdivision and an additional 23 greenspace areas via a 10-foot wide trail system allowing residents multiple means of access. This trail and park system, totaling a minimum of 41.64 acres, developed in general conformance with the attached Parks and Trails System Exhibit (Appendix B), will provide for a variety of active and passive recreational opportunities. They will be interconnected through greenbelt trails, sidewalks, and roadways. In addition to serving as the primary means of parkland connectivity, the trail system will significantly expand the usable and visual area of each of the primary parks, creating a physical identity that promotes pride of place and a sense of wellness. Upon the completion of development of any park, trail or greenspace area, it will be deeded to the homeowner's association.

The three signature parks are proposed to be developed in phases which must be completed prior to the corresponding phase's plat being recorded with Brazos County. Development of the first signature park will include improvements worth at least 100% of the park development fee for the total number of dwelling units platted in Phases 1 through 4. This park will be located between residential phases 1 and 4, but will be connected to Phases 2 and 3 via the neighborhood sidewalk and trail system. The primary

amenities of Park Number 1 will be an open-air pavilion that will serve as a social gathering space for community events and a pier which will allow for safe and accessible fishing of the stocked retention pond. Park Number 1 will also include other amenities such as a trailhead, swing sets and other compatible landscaping elements.

Signature Park Number 2 will be developed with residential phases 5 through 7, 11 and 12. Development of the second signature park will include improvements worth at least 100% of the park development fee for the total number of dwelling units platted in Phases 5, 6, 7, 11, and 12. This park will be located adjacent to residential phases 5, 7 and 11 but will be connected to Phases 6 and 12 via the neighborhood sidewalk and trail system. The primary amenities of Park Number 2 will be an open-air pavilion that will serve as a social gathering space for community events and a pier which will allow for safe and accessible fishing of the stocked retention pond. Park Number 2 will also include other amenities such as a swing set, play structure, trailhead other compatible landscaping elements.

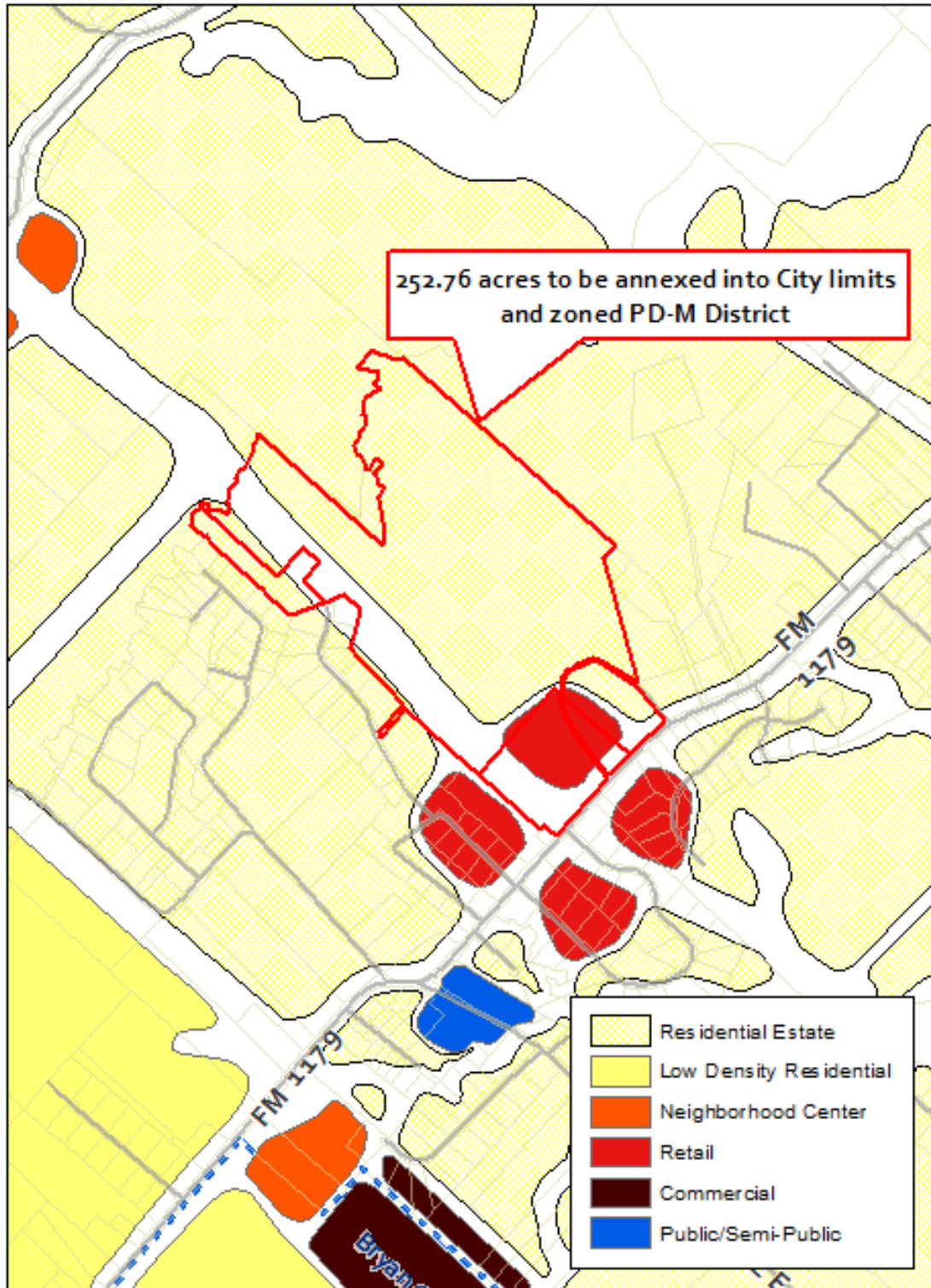
Signature Park Number 3 will be developed with residential phases 8 through 10 and 13. Development of the third signature park will include improvements worth at least 100% of the park development fee for the total number of dwelling units platted in Phases 8, 9, 10, and 13. This park will be located between residential phases 8 and 10, but will be connected to Phases 9 and 13 via the neighborhood trail and sidewalk system. The primary amenities of Park Number 3 will be an open-air pavilion that will serve as a social gathering space for community events and a large swing set with several other play structures. Park Number 3 will also include other amenities such as a trailhead and other compatible landscaping elements.

The proposed private park system was reviewed and recommended for approval by the Parks and Recreation Advisory Board during their regular April 18, 2023 meeting. Minutes from this meeting are attached to this staff report as Exhibit F.

Annexation

The City of Bryan Code of Ordinances requires the Planning and Zoning Commission to review and make recommendations to the City Council concerning annexations. Zoning Ordinance Section 130-7 prescribes that all territory brought within Bryan's corporate limits must be assigned a zoning classification upon annexation. To accommodate the ultimate uses of the property, the applicant wishes assignment of Planned Development – Mixed-Use District (PD-M) zoning upon annexation. With a recommendation from the Planning and Zoning Commission, the request will be forwarded to the Bryan City Council for final approval.

EXCERPT FROM FUTURE LAND USE PLAN MAP:



RELATION TO BRYAN’S COMPREHENSIVE PLAN (BLUEPRINT 2040):

Blueprint 2040, the City of Bryan’s Comprehensive Plan, is the framework for the establishment of zoning and other regulatory tools. The current plan includes policies and recommendations related to the various physical aspects of the community. These aspects are supported by a set of goals and objectives. The Future Land Use Plan identifies the subject 252+ acres as an area where residential estate and retail development is appropriate. The following are policies from the Blueprint 2040 to guide residential estate and retail areas:

Residential Estate:

Residential estate is the lowest density category. It is indicative of large-lot single family homes and rural subdivisions. In the ETJ, city water and sewer may not be available, necessitating private water and sewer systems. For this reason, lots should be a minimum of one acre in size with a preference for sizes over 1.5 acres due to the predominance of clay soils within the area. The following are policies to guide residential estate areas:

- Land on the fringe of the city limits that may not be served by city utilities and that serves as a transition from rural to suburban.
- Lots should be a minimum of one acre in size to allow for septic facilities, with a preference on 1.5 acre minimum due to clay soils.
- Lots should have access to, but not directly front, any existing or planned arterial or collector roadways.

While staff agrees with the policies for residential estate development, proposed Stella Ranch subdivision is unique in that it will have access to City utilities that were non-existent when BluePrint 2040 was adopted in 2016. Due to private water and sewer systems not being necessary for the development, it is understandable that a lot size less than one acre could be supported by the development. Due to the distance from current City of Bryan development, the majority of the proposed residential lots within Stella Ranch will still be greater in area than standard City lots. Additionally, these lots will have access to, but will not be fronting any existing or planned arterial or collector roadways. The proposed retail development, discussed below, will buffer the low-density residential areas from FM 1179, a major arterial roadway as identified on the City’s Thoroughfare Plan.

Retail:

Retail establishments have goods for purchase by the general public and have the benefit of directly contributing to the support of the community as a whole by generating sales tax revenue. Retail uses require high visibility locations such as along arterial roadways. Examples of retail uses include clothing stores, dry cleaners, restaurants, and branch banks. Low intensity office uses are also permitted or encouraged in retail areas. The following are policies to guide retail areas:

- Retail should be located at high points of visibility.
- Retail should serve as a buffer and transition between higher and lower intensity uses.

Staff contends that the reserved 15.91 acres of retail space adjacent to FM 1179 is in conformance with the objectives and policies for retail land uses as suggested by the Future Land Use Plan. This retail development will be located on the corner of FM 1179, a major arterial roadway, and proposed George Hill Drive, a minor collector roadway. Upon development, this location will be a point of high visibility, and will also serve to transition between the low-density residential to the north.

Annexation Policies

In addition to land use policies, BluePrint 2040 provides annexation guidelines and recommended areas for expansion. The annexation portion of the Plan suggests the subject property and areas surrounding the subject property should be considered for annexation to ensure quality development and confirm that the city is able to adequately serve the areas to be annexed without negatively impacting the existing community.

- The City should focus short-term annexation along roadway corridors with high visibility and areas anticipated for growth in the near future.
- Areas that can easily be served by extending public services or by the reasonable extension of utility lines should be pursued first

While the subject property is not located within a recommended area for expansion as identified by the Future Land Use Plan (page no. 159), City Council has identified the FM 1179 corridor as prime for future growth. The annexation of Stella Ranch subdivision is located along an important corridor with high visibility, and will be served by public infrastructure.

PROPOSED ANNEXATION:

Staff recommends approving the requested annexation of these 255.72 acres. Approving the requested annexation will bring 252.76 acres of vacant undeveloped land and 2.96 acres of FM 1179 right-of-way under the full regulatory control of the City. Annexation of this acreage can therefore help promote orderly urban growth and development in east Bryan. The area requested to be annexed adjoins the observed city limits, has regular, logical boundaries and is proposed for a combination of retail and residential development. The area requested to be annexed therefore meets annexation criteria, adopted by Council with Resolution No. 3128 on November 13, 2007, which were established to provide guidance on annexation decisions.

A municipal service plan that details the specific municipal services that will be provided to the area after it has been annexed is attached to this staff report (Exhibit B). As provided in the background and analysis above, the City has executed a development agreement with Steep Hollow Land, LP for participation in the design and construction of wastewater improvements, which include an 18- to 24-inch gravity sanitary sewer line, an 8-inch force main sanitary sewer line and a lift station.

Per the attached services agreement, the City is able to provide nearly all municipal services upon annexation in accordance with State law. As the subject property falls within the Wickson Creek Special Utility District CCN (Certificate of Convenience and Necessity), domestic water will be provided by Wickson Creek. Sanitary sewer will not be available on the date of annexation, but will be constructed and available for extension within the two years mandated by State statute.

PROPOSED PD-M ZONING DISTRICT:

Assigning PD-M District zoning to the 252.76 acres of the subject property upon annexation will allow for a combination of low-density detached housing and retail development. Staff contends that PD-M District zoning in combination with the proposed development regulations for the subject property is generally in conformance with the land use recommendations of the Comprehensive Plan (BluePrint 2040) listed above and for future development in the area. The Comprehensive Plan suggests that it is a goal of the City to achieve a balanced and sustainable mix of land uses within the City by planning for a mix of land use types in suitable locations, densities and patterns. Staff recommends that upon annexation of the subject 252.76 acres, PD-M zoning be assigned.

ATTACHMENTS:

- A. Stella Ranch development regulations with related appendices;
- B. Annexation municipal service plan;
- C. Development Agreement between the City and Ann Duke et. al.;
- D. Development Agreement between the City and Froehling Builders, LP;
- E. Development Agreement between the City and Steep Hollow Land, LP;
- F. Parks and Recreation Advisory Board Minutes from April 18, 2023; and
- G. Planning and Zoning Commission Minutes from June 1, 2023.

EXHIBIT A, DEVELOPMENT REGULATIONS WITH RELATED APPENDICES:

SECTION 1: GENERAL PURPOSE AND DESCRIPTION:

The purpose of the Planned Development – Mixed Use District (PD-M), hereinafter referred to as “PD-M,” “the District,” or “this District,” is to comply with the City of Bryan Code of Ordinances while establishing alternate development standards set forth for the mutual benefit of both the property owner and the City of Bryan. The standards established in this plan are to be used to facilitate development of a mixed-use district, provide a mix of housing types to accommodate market flexibility, ensure protection of surrounding properties from foreseeable negative impacts resulting from permitted uses, to strengthen the area economy and promote the general welfare of the community

The Zoning Map, Appendix A, establishes the boundaries of the PD-M, and provides a layout of the park system throughout the development.

SECTION 2: DEFINITIONS

The following words, terms, and phrases shall have the meanings ascribed to them in Bryan Code of Ordinances Chapter 130, Zoning, except where the context indicates a different meaning. Words and terms not expressly defined in this chapter or Chapter 62 or the City of Bryan Code of Ordinances shall have ordinary dictionary meanings based on the latest edition of Merriam-Webster’s Unabridged Dictionary. When not inconsistent with the context, words used in the present tense include the future; terms used in the singular number include the plural; and phrases used in the plural number include the singular.

The term “permitted” shall mean all uses permitted by right within the zoning classification specified, as well as other uses defined and described in the Zoning Ordinance of the City of Bryan as being permitted with approval of a Conditional Use Permit. Said uses permitted with approval of a Conditional Use Permit shall be subject to development review procedures of the City of Bryan Zoning Ordinance described for Conditional Use Permits.

Detached Dwelling Unit With No More Than Two Unrelated Persons - any number of related persons and no more than one additional person who is unrelated to the group of related persons may occupy a Detached Dwelling Unit.

Detached Dwelling Unit With No More Than Four Unrelated Persons - any number of related persons and no more than 3 additional persons that are unrelated to the group of related persons may occupy a Detached Dwelling Unit.

Related Persons - persons who are related by blood, adoption or marriage, and children with familial status within the meaning of Title 42 United States Code, Section 3602(k) are deemed to be related persons for the purposes of this Chapter.

Useable Open Space - an area included in any side, rear or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves or porches and includes, but is not limited to, pocket parks, undeveloped open areas used for passive or active recreations, water features, lakes, ponds, trails, areas containing landscape buffers and screening, landscape islands, playgrounds, plazas and undeveloped floodplain.

SECTION 3: LAND USES

The Stella Ranch PD provides for two different planning areas designed to respect and respond to existing

conditions at the property boundaries.

1. Planning Area 1

The intent of Planning Area 1 is to provide for development of detached dwelling units on lots of not less than 7,000 square feet. Open spaces are provided to maintain a balanced, orderly, convenient, and attractive residential area. The following specific range of land uses shall be permitted by right in Planning Area 1:

- Accessory structures;
- Detached dwelling units with no more than two un-related persons;
- Country club or golf course;
- Essential municipal uses;
- Government (federal or state) owned structures, facilities, and uses;
- Home occupations;
- Temporary structures for uses incidental to construction on the premises, which said buildings shall be removed upon the completion or abandonment of construction work;

The following uses shall be permitted by conditional use:

- Townhomes;
- Zero lot line dwellings

2. Planning Area 2

Planning Area 2 is intended to provide for the development of integral land use units such as offices, commercial or service centers, and shopping centers. The uses within Planning Area 2 will serve the residences of Stella Ranch as well as the residents of the City of Bryan and will not interfere with the residential land uses.

The following range of land uses shall be permitted by right in Planning Area 2:

- Accessory or incidental uses to the main use (snack or food bars, automatic teller machines, etc);
- Banks, savings and loans or credit union offices;
- Charitable uses;
- Child care—Class B;
- Child care—Class C;
- College or university;
- Essential municipal uses;
- Fitness center;
- General office use (professional, administrative);
- Government (federal or state) owned structures, facilities, or uses;
- Hospital;
- Hotel;
- Kiosk;
- Medical facilities or clinics;
- Museum/art gallery;
- Night club or tavern (<= 5,000 sf)
- Nursing home (retirement home);
- Personal service shop or custom personal services;
- Pharmacies;

- Photography studio;
- Police station;
- Radio or television broadcasting studio (without tower);
- Restaurant;
- Recreational/community center;
- Retail services (including incidental uses);
- Schools;
- Theater—Indoor;
- Temporary structures for uses incidental to construction work on the premises, which said buildings shall be removed upon the completion or abandonment of construction work; and
- Veterinary services (no outdoor pens or runs).

SECTION 4: PHYSICAL DEVELOPMENT

1. Planning Area 1

The physical form of development in Planning Area 1 shall comply with the development standards and limitations of the City of Bryan Code of Ordinances that generally apply to properties zoned Residential District - 7000 (RD-7) subject to any modifications specified herein. Those development standards and limitations include, but are not limited to, regulations concerning density, lot area, lot width, landscaping, and lighting.

A. Residential Landscape Requirements

To provide for eventual community tree cover and shading of the pedestrian transportation network, each platted lot containing a single-family residential use, whether detached, attached or patio home, shall install and maintain a minimum of one canopy tree, the species of which must be approved by the City of Bryan landscape ordinance.

1. The required tree shall be placed within 15-feet of the property line adjacent to any public street right-of-way.
2. Minimum size required shall be 2" in caliper measured 1-foot above the root ball.

B. Residential Dimensional Standards

Minimum dimensional standards in Planning Area 1 shall be as follows:

1. 5-foot (5') minimum side setback on all lots
2. 25-foot (25') front setback on all lots
3. 20-foot (20') rear setback on all lots
4. There will be no more than 18.7% of the total area of the development in lots less than 7,000 sf in area. In all cases, these lots will be no less than 6,000 sf in area.
5. There will be no more than 18.7% of the total area of the development in lots narrower than 70-feet (70') wide. In all cases, these lots will be no narrower than 50-feet (50') in width.

SECTION 5: NEIGHBORHOOD WALKWAY AND PARK SYSTEM

The approximate 25-acre park system described below shall be in lieu of ordinary parkland dedication and development standards in Chapter 110 of the Bryan Code of Ordinances for the estimated 501-lot residential subdivision in Planning Area 1. The park system shall be accessible to the public. Structures to be installed

within the park system shall require approval by the City of Bryan.

- A. Stella Ranch Parks System – Stella Ranch Parks System will provide for the parkland needs of future residents of Stella Ranch and the City of Bryan through the development of parks located within the community.
 - 1. The Stella Ranch Park System shall be constructed by the developer on land depicted on the development plan, perpetually owned and maintained by the Stella Ranch Property Owner’s Association, but accessible to the public. During platting a public access easement shall be dedicated over the entirety of all parks.
 - 2. Additional greenspace parkland shall be designed and constructed throughout the development as shown on Appendix B and labeled as Common Area Greenspace on subdivision documents.
 - 3. The final design, phasing, and construction of all Stella Ranch Neighborhood Parks shall be approved by the Site Development Review Committee (SDRC).
 - 4. Construction, operation, repair and maintenance of the Stella Ranch Walkway and Park System located within Stella Ranch Park System and common areas shall be the responsibility of, and controlled by, the Stella Ranch Property Owner’s Association.
 - 5. The City of Bryan shall not be responsible for operating, repairing, or maintaining the portions of the Stella Ranch Neighborhood Walkway and Park System. An Indemnification and Hold Harmless Agreement shall be on file with the City Secretary prior to the recording of the final plat associated with each park.
 - 6. Parks and playground equipment shall meet the minimum standards of the American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC).
 - 7. In the event that the total cost of improvements per park exceed 65% of the \$358 per lot development fee typically required by Subdivision Ordinance, or equipment depicted on the Park System Plan is no longer market appropriate, substitutions may be considered by the Director of Parks and Recreation.
- B. Stella Ranch Trail System – A ten-foot (10') wide concrete trail shall be installed throughout Stella Ranch as shown on Appendix B. Where the park trail adjoins a public right-of-way, it shall substitute for the installation of public sidewalks generally required along such rights-of-way by Bryan Code of Ordinance Chapter 110.
- C. Neighborhood Sidewalks – Notwithstanding other requirements, five-foot (5') wide sidewalks shall be installed on one side of all arterial, collector, cul-de-sac and local streets at the time such streets

are constructed. Sidewalks shall be located a minimum of four-feet (4') from the edge of curb of the adjacent street. See Appendix C for sidewalk locations.

SECTION 6: SUBDIVISION OF LAND

The subdivision of land in this PD-M District shall be allowed by Chapter 110, Subdivisions, of the City of Bryan Code of Ordinances, with the exceptions or additions to ordinary standards found in this document.

- A. Easements – Public Utility Easements (PUE) shall be dedicated only where required for installation of infrastructure.

SECTION 7: DEVELOPMENT STANDARDS

A. Planning Area 1

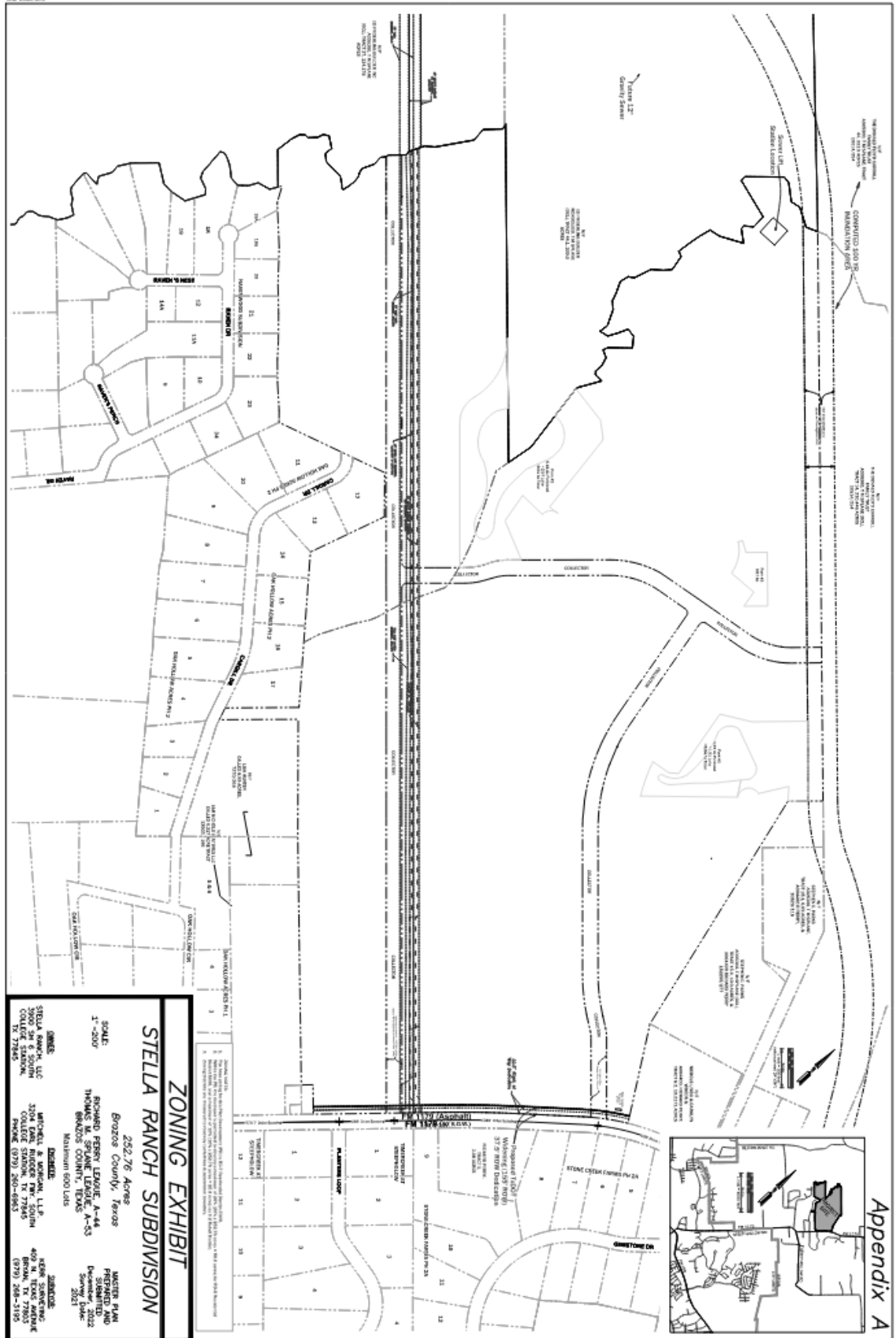
1. Minimum Radius on a Collector Street
 - a) 285-feet
2. Block Length along Local and Collector Streets
 - a) 1400-feet
3. Cul-de-Sac Street Lengths
 - a) 1100-feet
4. Loop Street Lengths
 - a) 1960-feet
6. Collector Street Standards
 - a) 80-foot wide right-of-way with an open ditch
 - b) Right-of-way shall include 30-foot back of curb to back of curb pavement width including 24-inch wide ribbon curbs, 15-foot open ditches, and 6-foot sidewalk on one side
7. Residential Street Standards
 - a) 27-foot pavement width, with “NO PARKING” on one side, inclusive of stand up curb on both sides of the street; or
 - b) 30-foot pavement width, with option of laydown/mountable curb or stand up curb, on both sides of the street
8. All residential and collector streets will be constructed with asphalt
9. PUE dedication
 - a) Only where required

APPENDIX A – Zoning Map

APPENDIX B – Park Phasing Plan

APPENDIX C – Sidewalk Location Plan

Appendix A



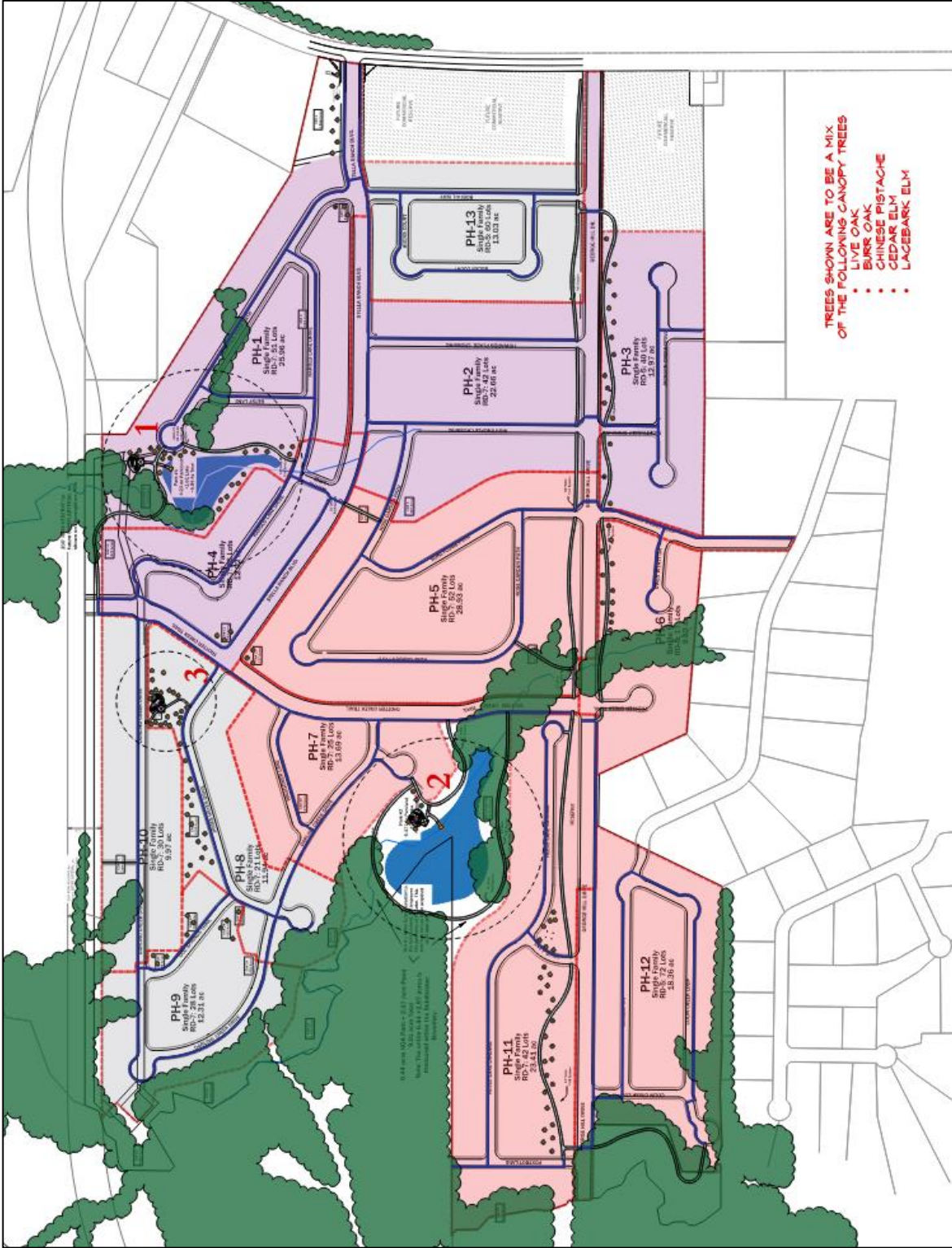
Appendix B

Stella Ranch Parks

5/17/2023

Phasing Plan

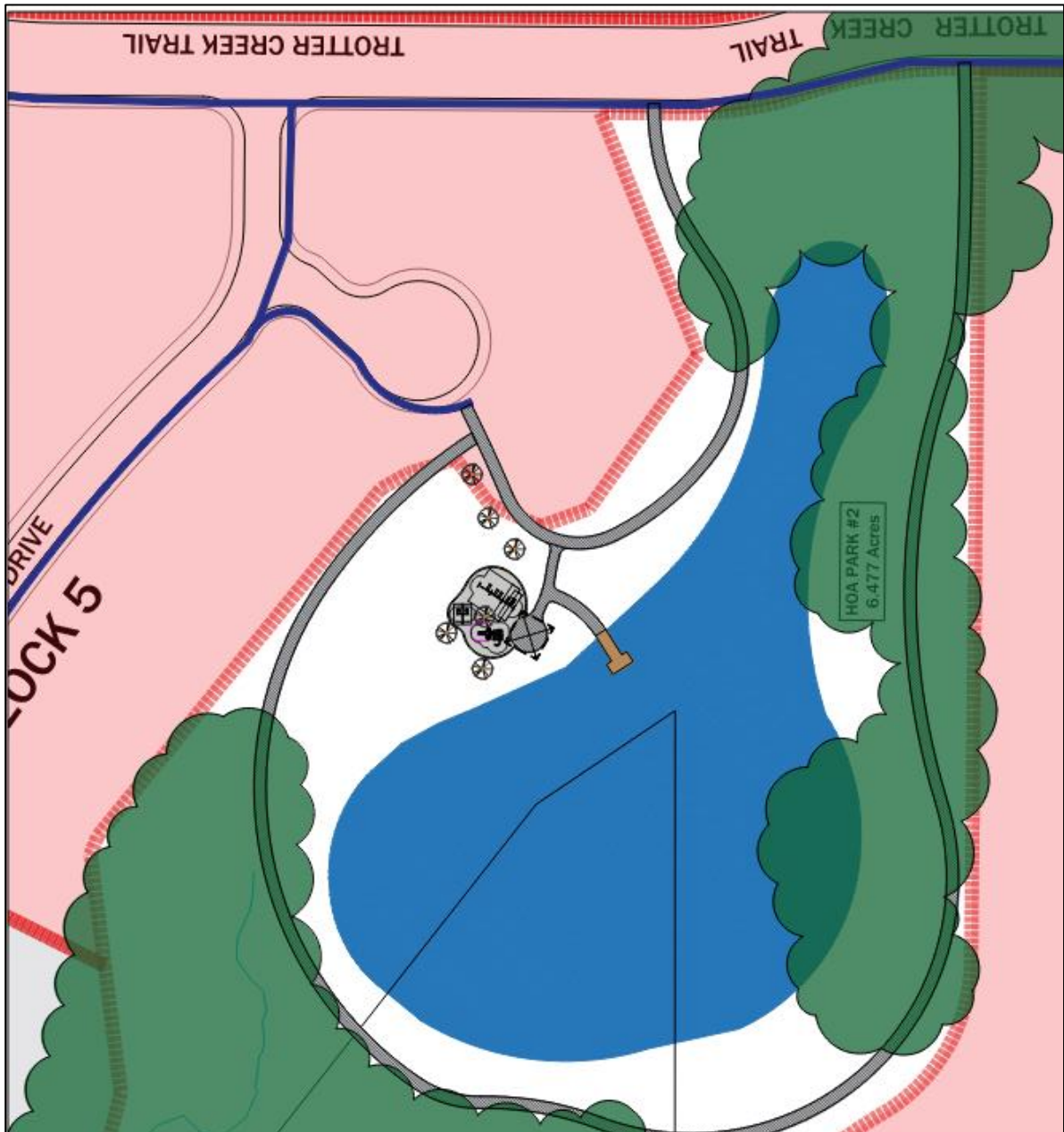
Park 1			Serves Phases 1-4
PH1	51	Pier Flatwork	
PH2	42	30x30 Pavillion	
PH3	40	Border Mulch Trees 15 g	
PH4	26	Canteliever Swing Nest Swing	
Park 2			Serves Phases 5-7, 11 & 12
PH5	52	Pier Trees 15 g	
PH6	17	Flatwork	
PH7	25	Border Mulch	
Ph11	41	Canteliever Swing Nest Swing Port Liberty Play Structure Trees 15 g Installation	
PH12	72	30x30 Pavillion	
Park 3			Serves Phases 8-10 & 13
PH8	21	Flatwork	
PH9	28	30x30 Pavillion	
PH10	31	Trees	
PH13	60	Port Liberty Play Structure Canteliever Swing Teeter Totter Installation Border Mulch	



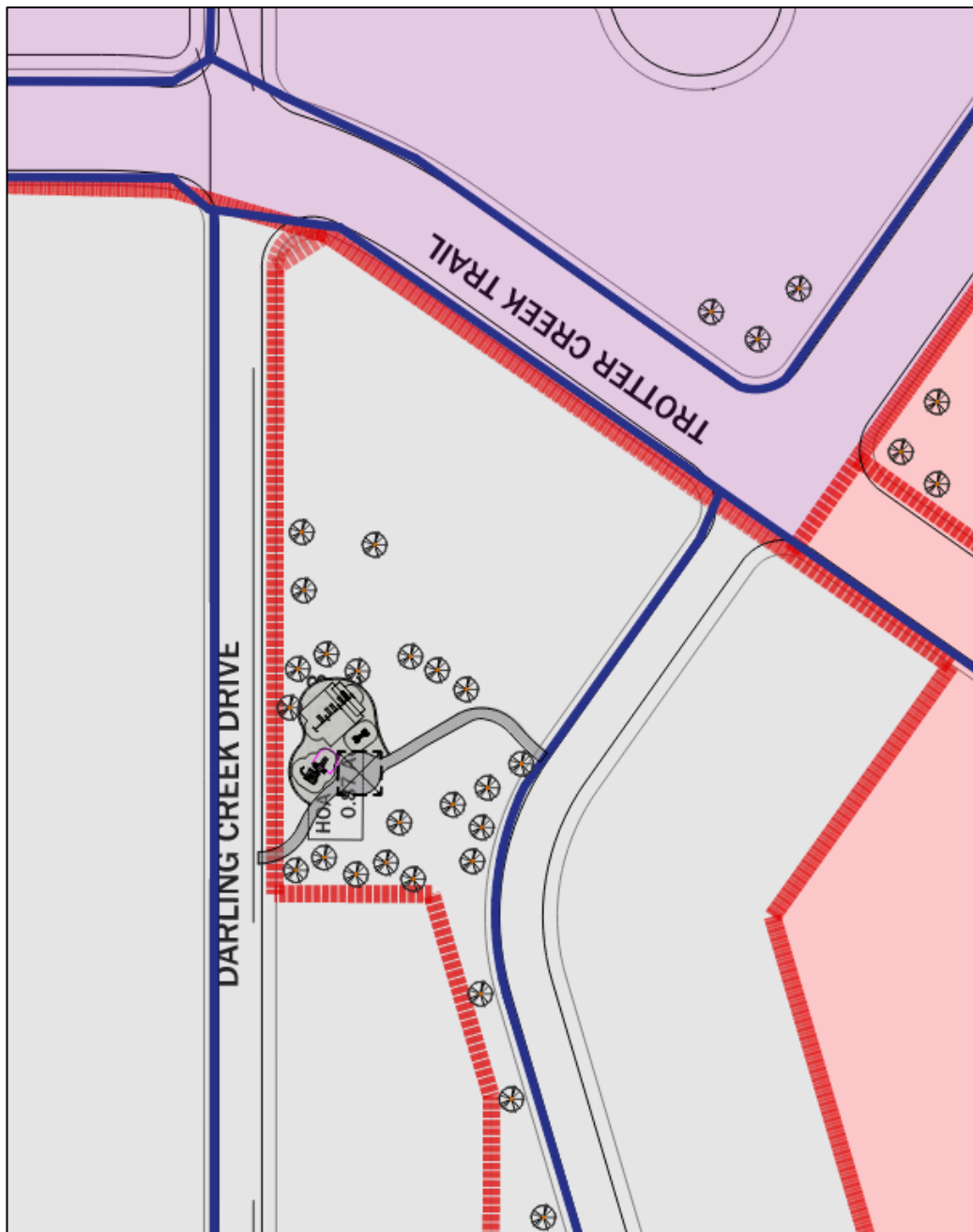
30'x30' SHADE CANOPY
1- SWING SET
1- NEST SWING
1080 SF CONCRETE WALK AND PAD
181 LF 12" CONCRETE BORDER
2900 SF MULCH AREA
1 - FISHING PIER



30'x30' SHADE CANOPY
1- SWING SET
1- PLAY STRUCTURE
1- NEST SWING
2500 SF CONCRETE WALK AND PAD
185 LF 12" CONCRETE BORDER
3200 SF MULCH AREA
1 - FISHING PIER



30'x30' SHADE CANOPY
1- SWING SET
1- PLAY STRUCTURE
1- TEETER TOTTER
1955 SF CONCRETE WALK AND PAD
177 LF 12" CONCRETE BORDER
3018 SF MULCH AREA





Port Liberty



Meets National Standards for: ASTM F1487-17 CPSC Guidelines #325

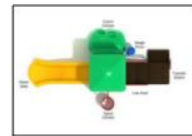
Product Description

Pursue an afternoon of happiness with the Port Liberty play structure. This charming and activity-packed playset features a 36-inch high elevated platform with a covered roof. This acts as the central hub for a group of engaging accessories, like the Spiral and Carrot Climbers. Children will have a blast zooming down the Wave Slide, which makes for a fabulously entertaining exit from the Port Liberty. Once kids have zipped down the slide, they'll find a Single Drum on the ground level that will provide tons of creative, collaborative, and ADA-compliant play. The sturdy Line Roof covers the platform, providing shade and sun protection for kids who've ventured to the park or playground on a sunny day. Your budding libelines will have a ball running up the stairs and scaling the climbers to reach the top of the slide. Ask about our color palette options to match the structure to your green space and existing playground aesthetic.

Product Specifications

Price: \$6,384.00
Model Number: PKP001P
Age Range: 2-12 years
Child Capacity: 12-14
Fall Height: 36"
Post Diameter: 3.5-inch
Product Type: Quick Ship
Safety Zone: 25' 6" x 19' 6"

ADA Compliant 
Elevated 3 components
Ground Level 1 component



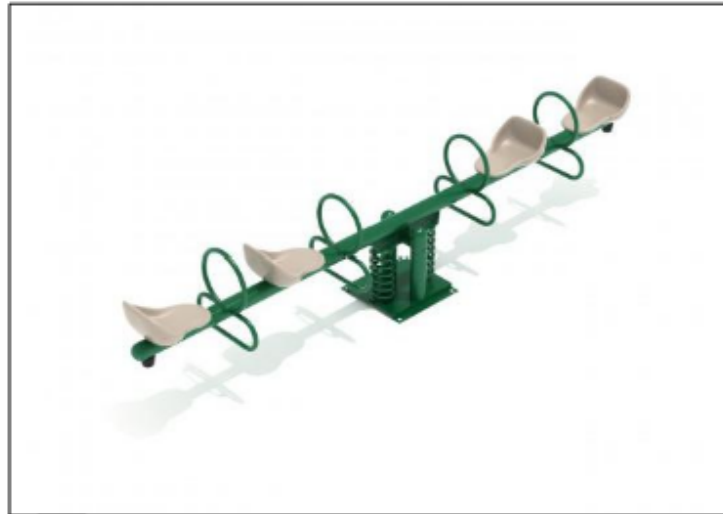
7 feet High Elite Single Post Nest Swing



Meets National Standards for: ASTM F1487-17 CPSC Guidelines #325



Rockwell Teeter Quad



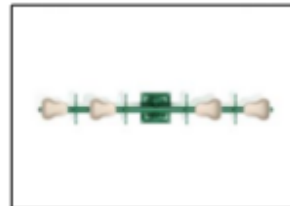
 Meets National Standards for: ASTM F1487-17 CPSC Guidelines #325

Product Description

Take the playground experience to the next level with the Rockwell Teeter Quad. This play element can hold up to four children ages 2-5, and is made of high-quality galvanized steel. This teeter is a reimagining of the classic seesaw, with elements from a spring bouncer. This prevents the seats from ever rising too high from the ground, making this piece of equipment perfect for preschool age children. Additionally, steel rings are attached in front of the seats, one for the feet and one for gripping. Aside from being pure fun, the Quad Teeter Totter also encourages kids to play cooperatively, a vital lesson to learn for the proper development of children. The Teeter Quad can withstand most climates and harsh weather conditions, thanks to the commercial-grade constru...

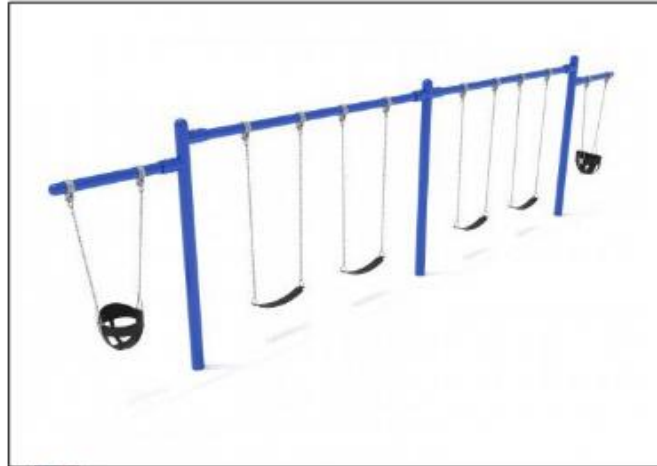
Product Specifications


Price: \$2,756.00
Model Number: PFB010
Age Range: 2-5 years
Child Capacity: 2-4
Fall Height: 30"
Product Type: Spring Rides
Safety Zone: 13' 11" x 22' 3"





7/8 feet high Elite Cantilever Swing - 2 Bays 2 Cantilevers



 Meets National Standards for: ASTM F1487-17 CPSC Guidelines #325

Product Description

The 7/8 feet high Elite Cantilever Swing - 2 Bay 2 Cantilevers guarantees that every child who visits your playground will find a swing that is just right for them. The two central bays each house a pair of swings which hang from long chains to grant them a large range of motion. The two swings beneath the cantilevers at the edges have shorter chains with more spaced-out hangers for a slower, more gentle ride. The central bays are ideal for belt seats, which are good for children ages 2 to 12, while the cantilevers are perfect for bucket seats which are designed to safely contain and support small riders who might have difficulty hanging on. However, it can also be ordered without any chains or seats, so that you can attach any swings you prefer to the frame (other great swing seat options are available on this site).

Product Specifications

Price: \$3,743.00

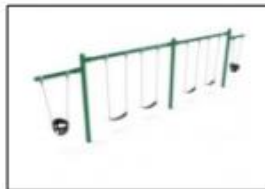
Model Number: PSW220WSPB

Fall Height: 96"

Post Diameter: 5-inch

Product Type: Swing Sets

Safety Zone: 32' x 43' 3"



Appendix C

Pedestrian Facility Legend

10' Wide Concrete Multi Use Path

5' Wide Concrete Sidewalk

Type	Width (ft)	Length (ft)	Area (ft ²)
Sidewalk	5	26,842	134,209
Sidewalk	6	6,909	41,452
Trail	10	12,793	127,926

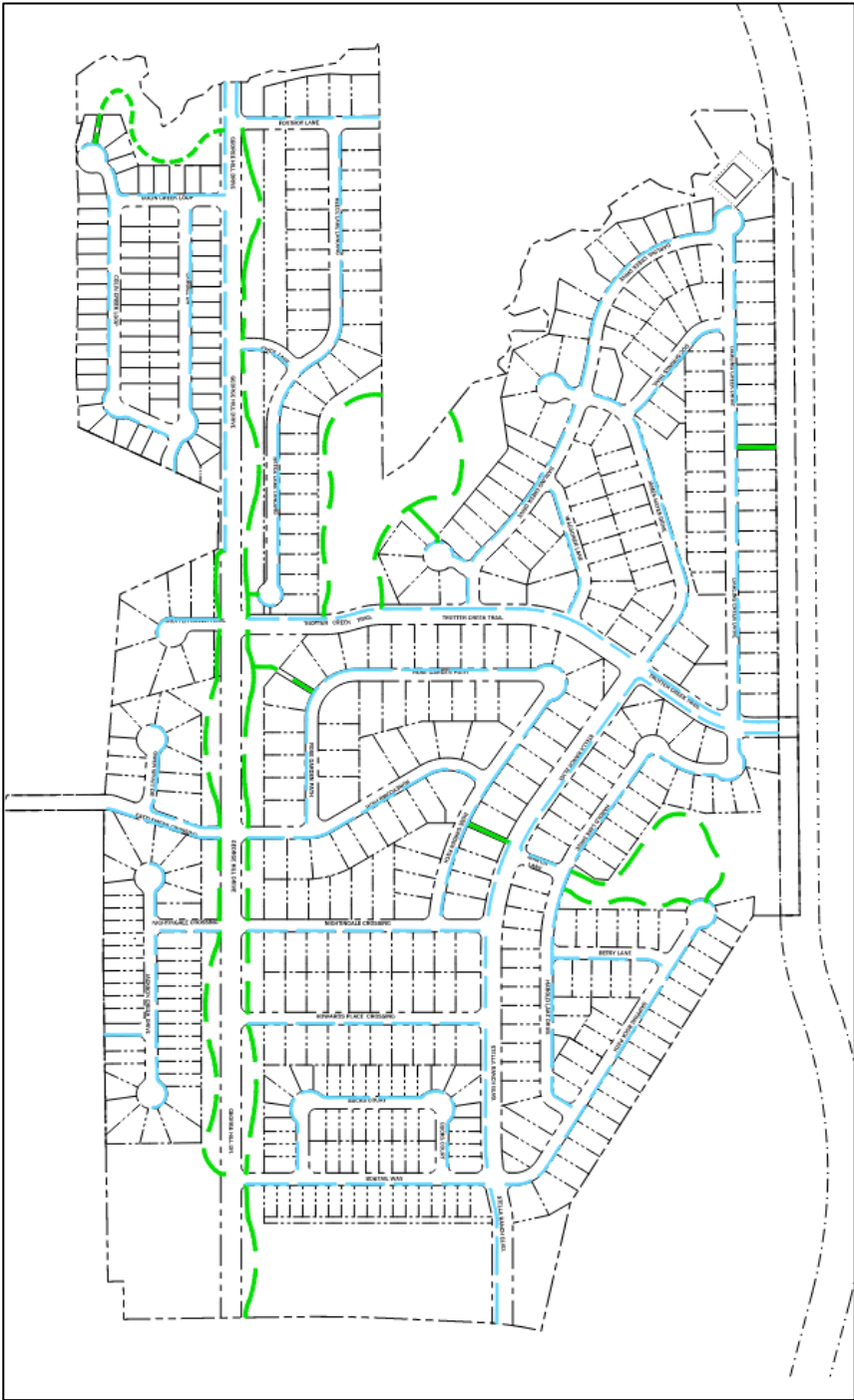


EXHIBIT B, ANNEXATION SERVICE PLAN WITH RELATED ATTACHMENTS:

STEEP HOLLOW LAND, LP

This Municipal Services Agreement ("Agreement") is entered into on 8th day of May, 2023 by and between the City of Bryan, a Texas home-rule municipal corporation ("City") and Steep Hollow Land, LP ("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 6895 FM 1179, which consists of 252.76 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, more specifically described in Exhibit 1 and depicted 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 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 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 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. ENTIRE AGREEMENT. This 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.

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:

By: [Signature]
Kean Register, City Manager

(OWNER):

By: [Signature]
Name: BRYAN REECE
Title: MANAGER - STEEP HOLLOWLAND

Approved as to Form:

[Signature]
Thomas A. Leeper, City Attorney

Attest:

[Signature]
Mary Lynne Stratta
City Secretary

State of Texas
County of Brazos

This instrument was acknowledged before me on the 4 day of April, 2023, by Bryan Reece, of (Name, title), on behalf of said Steep Hollowland (name of company or individual, as applicable).

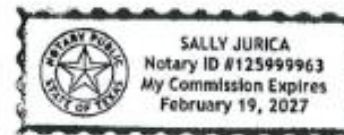
By: [Signature]
Notary Public, State of Texas



State of Texas
County of Brazos

This instrument was acknowledged before me on the 8 day of May, 2023, by Kean Register, City Manager of Bryan, a Texas municipal corporation, on behalf of said corporation.

By: [Signature]
Notary Public, State of Texas



After Recording Return to:

City Secretary
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

**EXHIBIT 1: METES AND BOUNDS DESCRIPTION OF PROPERTY TO BE ANNEXED INTO
CITY LIMITS**

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 1/2 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 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 'IHRR 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 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;

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;
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:

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 55.31 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 TIE 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;

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;

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;

TBENCE: 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

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 $11^{\circ} 15' 03''$ FOR AN ARC DISTANCE OF 232.91 FEET (CHORD BEARS: S $50^{\circ} 48' 26''$ 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 $45^{\circ} 10' 54''$ 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 250.57 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 $03^{\circ} 30' 08''$ FOR AN ARC DISTANCE OF 352.40 FEET (CHORD BEARS: S $43^{\circ} 25' 53''$ 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 $41^{\circ} 40' 54''$ 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 2: SURVEY OF PROPERTY TO BE ANNEXED INTO CITY LIMITS

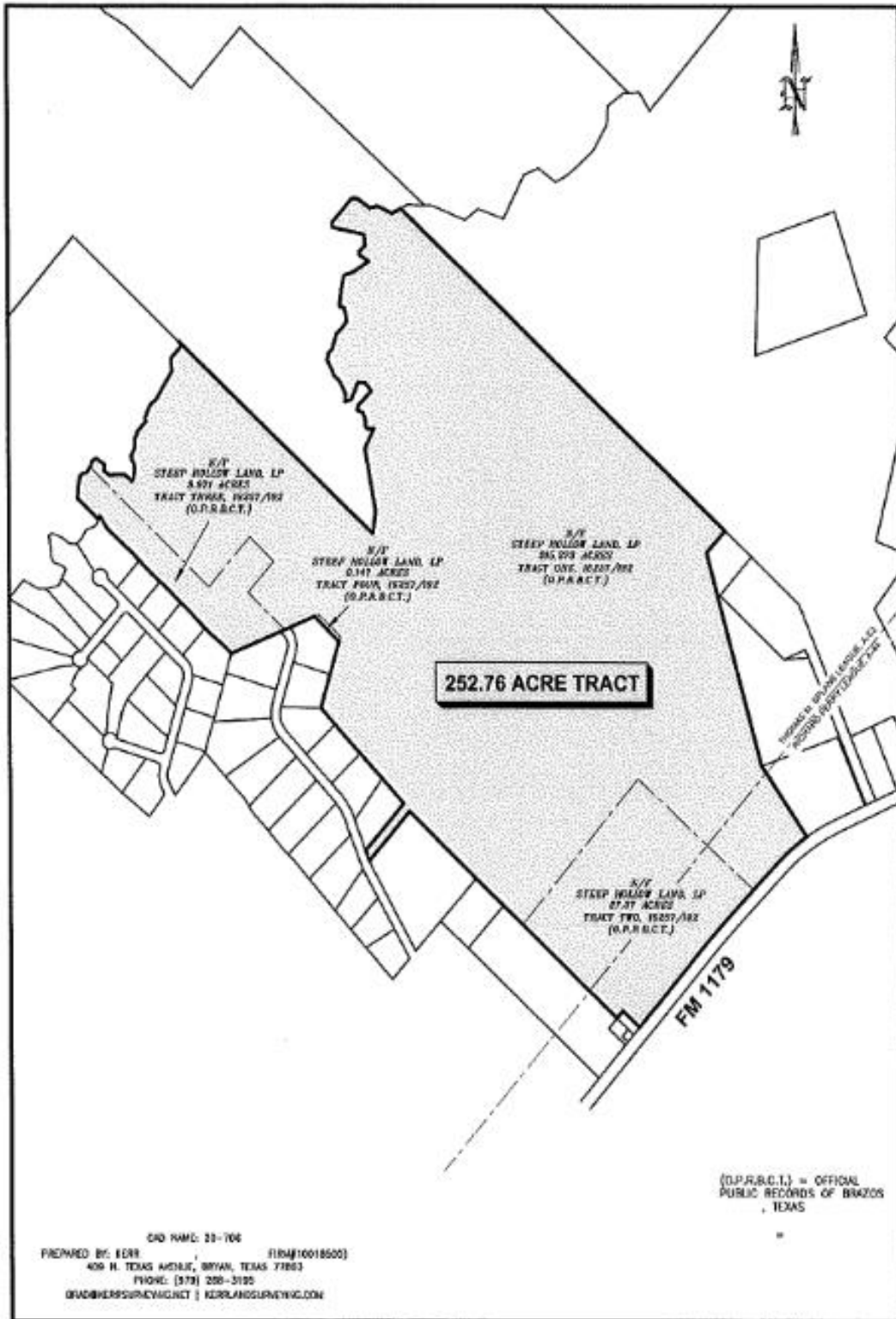


EXHIBIT C, DEVELOPMENT AGREEMENT BETWEEN THE CITY AND ANN DUKE ET AL:

STATE OF TEXAS §

COUNTY OF BRAZOS §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRYAN, TEXAS
AND THE ANN DUKE ET AL. PROPERTY**

December

This Development Agreement ("Agreement") is made on the 12th day of ~~November~~, 2022 by and between the City of Bryan, Texas, a home-rule municipal corporation ("City") and Ann Duke, et al., ("Owner").

WHEREAS, Owner is the owner of two vacant parcels totaling approximately two-hundred and eighty-seven and nine-hundredths (287.09) acres ("Property"), legally described as Tracts 34 and 35.1 out of the T.M. Splane Survey, A-53, assigned Brazos Central Appraisal District (BCAD) parcel identification numbers 13782 and 13784, respectively, and located in the Extraterritorial Jurisdiction ("ETJ") of Bryan, Brazos County, Texas, which Property would benefit from availability of public sanitary sewer service; and

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

WHEREAS, in order to serve a master-planned community ("Subdivision") northeast of the Property, 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 bear the cost of design and installation of sanitary sewer infrastructure, Owner agrees to petition for owner-requested annexation into Bryan city limits and to dedicate any easements necessary for the construction of the sanitary sewer line.

NOW, THEREFORE, City and Owner agree as follows:

A. Owner Obligations

1. Owner shall request annexation of the Property on or before the later to occur of (a) March 31, 2023, or (b) the City's approval of an amended Master Plan for Austin's Colony Subdivision Phases 20-25, reflecting a future alignment of the extension of Copperfield Drive, as depicted in yellow shading on Exhibit "B", or (c) the end of the Term hereinafter defined; and
2. The Owner covenants and agrees that the Owner 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
3. The Owner covenants and agrees not to expand any current use of the Property other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code prior to annexation of the Property. The Owner shall not construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. However, the Owner may construct an accessory structure to an existing detached dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes; and

4. Subject to Owner approval of the specific location of sewer infrastructure to be designed within the boundaries of Owner's Property, Owner covenants and agrees to grant an easement across the Property in the approximate location shown on Exhibit "A" and may be more specifically defined by engineering requirements; and
5. The Owner shall agree to grant the aforementioned easement within 60 days of City presenting engineering plans.

B. City's Obligations

1. City agrees to ensure that the Property has access to City sanitary sewer infrastructure, to be constructed generally as shown in Exhibit "A", constructed with adequate capacity to serve the entire Property, subject to Owner's petition for annexation and City's ability to obtain consent to serve from Wickson Special Utility District; and
2. City agrees to ensure that the southwest portion of the Property has the access to the future extension of Copperfield Drive and other public streets from adjacent properties, in accordance with the City of Bryan Subdivision Ordinance. The City supports the preferred future alignment of the extension of Copperfield illustrated in Exhibit "B", which will require submittal and approval of a future amendment to the Subdivision Master Plan for Austin's Colony Phases 20-25; and
3. At a minimum City shall ensure that at all times the Property will have sufficient sanitary sewer capacity of not less than the capacity required for 1,100 single family residential units (or such equivalent capacity for other multifamily, office, or commercial uses under operative City regulations existing in calendar year 2022); provided that the Property has been properly engineered by Owner and approved by the City staff.
4. City agrees to support alignment of the extension of Copperfield Drive as depicted in yellow shading on Exhibit "B" attached to this Agreement.
5. This Agreement is subject to annual appropriation for same by the City Council.

C. Term

1. The initial term of this Agreement (the "Term") is ten (10) years from the date this Agreement is entered into executed by the last party to sign as evidenced by the dates adjacent to the parties signatures hereafter.
2. Notwithstanding any other provision of this Agreement, in the event annexation of the Property has not otherwise previously occurred, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation on the thirtieth (30th) day prior to the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Within six (6) months prior to the end of the Term, the City may commence the voluntary annexation following proper written notice to Owner of the Property. At that time the Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Local Government Code Section 212.172(b)(7). Owner hereby waives any requirement in Local Government Code Chapter 43 related to procedures. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

D. Breach

1. It is a breach of this Agreement if Owner fails to petition for owner-requested annexation by the date specified in Section A.1 of this Agreement. In the event that Owner fails to petition for owner-requested annexation, the City shall maintain the right to install sanitary sewer lines and related infrastructure in any public utility easements dedicated to the City. However, the Owner shall not be permitted to utilize the sanitary sewer line. Owner shall indemnify and defend the City for any damages, claims, or causes of action against the City by a third party for breach of contract arising from the circumstances of Owner's breach of this Agreement. City shall have all rights at law and in equity, including but not limited to specific performance and injunction, to enforce this Agreement.

E. 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

If to Developer: Ann Duke, et al.
 c/o Theresa Holland
 1711 Fawn Crest
 San Antonio, TX 78248

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 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 Owner 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 Contract 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.

Entered into this 12th day of November, 2022.


CITY OF BRYAN:

Bobby Gutierrez
Bobby Gutierrez, Mayor

Ann Duke
Ann Duke
Theresa Holland
Theresa Holland

ATTEST:

Mary Lynne Stratta
Mary Lynne Stratta, City Secretary



Damian Seaback

APPROVED AS TO FORM:

Thomas A. Leeper
Thomas A. Leeper, City Attorney

Patricia Hanshaw

Charles Duke
Charles Duke

EXHIBIT D, DEVELOPMENT AGREEMENT BETWEEN THE CITY AND FROEHLING BUILDERS, LP:

STATE OF TEXAS §

COUNTY OF BRAZOS §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRYAN, TEXAS
AND ED FROEHLING BUILDER INC.**

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Bryan, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner is the owner of two vacant parcels totaling approximately three hundred and thirty-four and eighteen-hundredths (334.18) acres ("Property"), legally described as Tracts 37 and 44.1 out of the T.M. Splane Survey, A-53, assigned Brazos Central Appraisal District (BCAD) parcel identification numbers 13790 and 420755, respectively, and located in the Extraterritorial Jurisdiction ("ETJ") of Bryan, Brazos County, Texas; and

WHEREAS, the Parties anticipate the necessity for a sanitary sewer line(s) to be extended through the Property to serve nearby development, and anticipate that Owner will grant an easement for same; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Brazos County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code and the agreed upon Service Plan, attached hereto as Exhibit "D".

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use, while the Property is not within the city limits, without the prior written consent of the City.

The Owner covenants and agrees that the Owner 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.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's Agricultural – Open (A-O) District zoning requirements apply to the Property, and that the Property shall be used only for Agricultural – Open (A-O) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing detached dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner covenants and agrees to grant an easement across the Property in the approximate location shown on Exhibit "C" and as may be more specifically defined by engineering requirements. The Owner shall agree to grant the aforementioned easement within 60 days of City presenting engineering plans.

Section 4. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 5. Pursuant to Sections 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 6. The initial term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 7. Property annexed pursuant to this Agreement will initially be zoned Agricultural – Open (A-O) District pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 8. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Bryan
Development Services Department
Attn: Martin Zimmermann
P.O. Box 1000
Bryan, Texas 77805

Section 9. This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

Section 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 12. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 13. Venue for this Agreement shall be in Brazos County, Texas.

conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Bryan
Development Services Department
Attn: Martin Zimmermann
P.O. Box 1000
Bryan, Texas 77805

Section 9. This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

Section 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

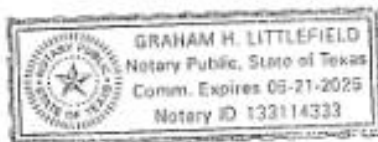
Section 12. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 13. Venue for this Agreement shall be in Brazos County, Texas.

Section 14. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this day of , 2022.



STATE OF TEXAS
COUNTY OF BRAZOS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF September 2022 BY Edward Froehling HE PRODUCED DRIVER'S LICENSE IDENTIFICATION

Graham H. Littlefield
NOTARY PUBLIC - STATE OF TEXAS

OWNER:

Edward Froehling

Owner's Signature

Owner's Signature

Printed Name: Edward Froehling Printed Name: _____

Section 14. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 21st day of November, 2022.

OWNER:

Owner's Signature

Printed Name:

Owner's Signature

Printed Name:

Owner's Signature

Printed Name:

CITY OF BRYAN:

ATTEST:

Mary Lynne Stratta
for Mary Lynne Stratta, City Secretary

Andrew Nelson
Andrew Nelson, Mayor

DATE: 11-17-2022

APPROVED AS TO FORM:

Thomas A. Leeper
Thomas A. Leeper, City Attorney



STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ in his/her capacity as owner of _____

Notary Public in and for
the State of _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ in his/her capacity as owner of _____

Notary Public in and for
the State of _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

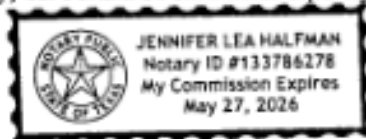
This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ in his/her capacity as owner of _____

Notary Public in and for
the State of _____

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 17th day of November, 2022, by Andrew Nelson, in the capacity as Mayor of the City of Bryan, a Texas home-rule municipality, on behalf of said municipality.



Jennifer Lea Halfman
Notary Public in and for
the State of Texas

EXHIBIT E, DEVELOPMENT AGREEMENT BETWEEN THE CITY AND STEEP HOLLOW LAND, LP:

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 ^{20th} ~~15~~ day of ~~November~~ 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.

ML5 20th

Entered into this 15th day of November, 2022.

CITY OF BRYAN:

Steep Hollow Land, LP

Andrew Nelson

Andrew Nelson, Mayor



Bryan Reece

Bryan Reece, Managing Partner

ATTEST:

Mary L. Stratta

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper

Thomas A. Leeper, City Attorney

**EXHIBIT F, PARKS AND RECREATION ADVISORY BOARD MINUTES FROM
APRIL 18, 2023:**

2B Presentation, discussion and possible action regarding Stella Ranch Subdivision Park System:

David Schmitz commented that the developer for Stella Ranch Subdivision were asked to make a presentation to the Board to get their approval to move forward with the development. Chandler Arden gave a presentation on the 252 acre of land on the east of Bryan. This development was named Stella Ranch in honor of the legacy of the matriarch of the Cargill family great grandmother of Bryan Cargill Reece. Mr. Arden viewed the location, the plan, plans and partners, mapping, playground equipment, trails and cost. David Schmitz asked for a recommendation to go forward with the Stella Ranch Park System. After a brief discussion and questions regarding the presentation, Ken Potts made a recommendation to approve the Stella Ranch Subdivision Park System as presented. Tammi Warford second the motion. The Board unanimously concurred.

EXHIBIT G, PLANNING AND ZONING COMMISSION MINUTES FROM JUNE 1, 2023:

4. Requests related to 252.76 acres of land out of the T.M. Splane Survey and Richardson Perry Survey, Abstract No. 44, located approximately 2,000 feet northeast of the intersection of Steep Hollow Road and FM 1179 in Brazos County, Texas.

a. Annexation ANNEX23-05: Mitchell & Morgan, LLP

A request by an area landowner requesting annexation of 252.76 acres of land and 2.96 acres of County right-of-way out of the T.M. Splane Survey and Richardson Perry Survey, Abstract No. 44, located approximately 2,000-feet northeast of the intersection of Steep Hollow Road and FM 1179 and adjacent 2.96 acres of FM 1179 right-of-way in Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas. (K. Williams)

Ms. Williams presented the staff report (on file in the Development Services Department). Staff recommends approval of this request.

In response to questions from the Commissioners, Mr. Joel Mitchell, on behalf of applicant, stated the developers would like flexibility in lot standards due to the long timeframe the development will take to build and how the economy changes during that time.

In response to a questions, utilities will be sent to process at Wickson Water District and Burton Creek Wastewater Treatment Facility.

Mr. Thomas Leeper, City Attorney, explained types of annexations and that under the annexation statue, this is a sort of "link-in-the-chain" annexation. The current neighboring land-owners must have an agricultural use, if the use ends, they must be annexed into the City of Bryan.

Commissioners questioned how the privately maintained parks would be liable for maintaining a public park. In response, staff stated it would fall under the general rule of the law.

The public hearing was opened.

Mr. Steve Arden, behalf of applicant, stated there are several new subdivisions that have HOA public parks that are successful. Mr. Arden also stated the extension of the sanitary sewer will be a very significant growth tool for the City of Bryan.

Mr. Chandler Arden, behalf of the applicant, stated his appreciation to staff and provided background of ownership of the property. Mr. Arden discussed the various builders that will be building larger residences/lots within the development.

The public hearing was closed.

Commissioner Beckendorf moved to recommend approval of Annexation ANNEX23-05 to the Bryan City Council, with Agricultural-Open (A-O) assigned zoning for the following reasons, to give staff time to review with the applicant and correct some concerns such as the proposed 20' front setbacks, and other concerns that are currently being addressed with the subcommittee. Commissioner Watson seconded the motion.

Discussion included that they are excited for the project and look forward to completion of the work of the subcommittee.

The motion passed with a vote of seven (7) to one (1), with Commissioner Bush in objection.