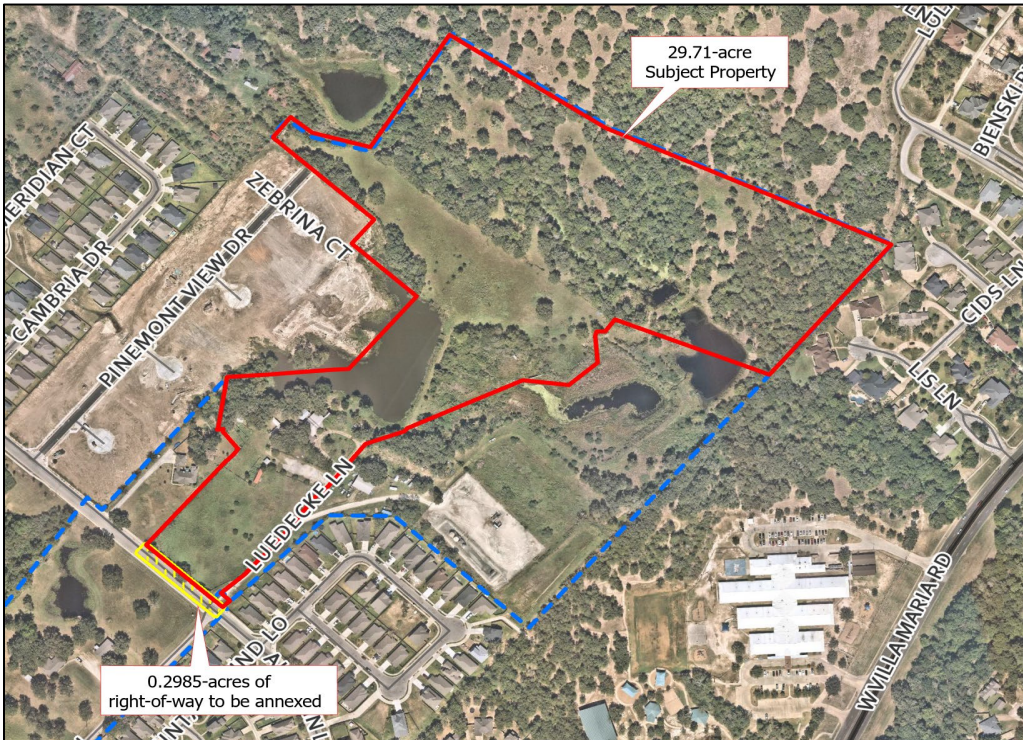
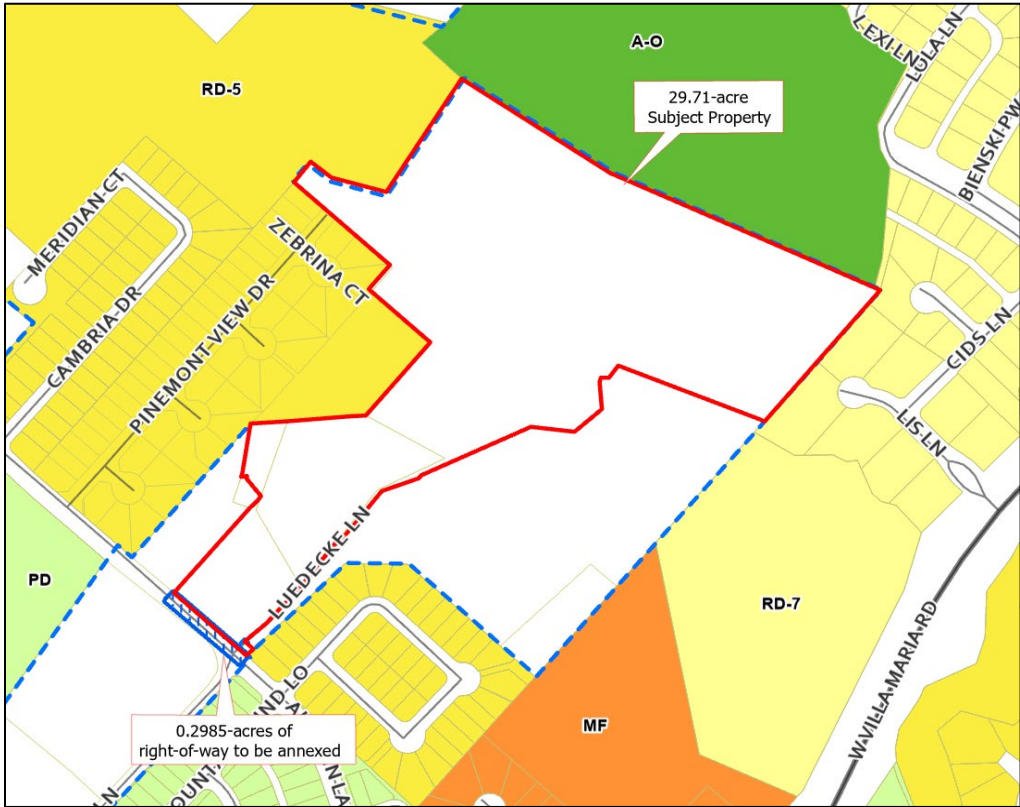


ZONING AND LOCATION MAPS:



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRYAN, TEXAS, ANNEXING 30 ACRES OF LAND OUT OF THE ZENO PHILLIPS LEAGUE, ABSTRACT NO. 45, LOCATED NORTH OF THE ADJACENT INTERSECTION OF CHICK AND LUEDECKE LANES, IN BRAZOS COUNTY, TEXAS, LYING ADJACENT AND CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF BRYAN; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; DESCRIBING THE TERRITORY ANNEXED AND PROVIDING A SERVICE PLAN THEREFORE; OBLIGATING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS AND OWNERS OF SAID TERRITORY; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bryan, Texas is a home-rule municipality authorized by State law and the City Charter to annex territory lying adjacent and contiguous to the corporate limits of said City of Bryan, Texas; and

WHEREAS, in accordance with Local Government Code Section 43.0672, the City of Bryan entered into a municipal services agreement, attached hereto, on July 27, 2022 with Shian Cao, owner of 29.71 acres of land out of the Zeno Phillips League, Abstract No. 45, located between Cambria Drive and Chick Lane, in Brazos County, Texas; and

WHEREAS, in accordance with Local Government Code Section 43.106, the 0.29 acres of adjacent County right-of-way for Chick Lane is included in the annexation request; and

WHEREAS, one public hearing has been held during a regular meeting on October 10, 2023, and as required by law, in the Council Chambers of Bryan’s Municipal Office Building located at 300 South Texas Avenue, Bryan, Texas, where all interested persons were provided an opportunity to be heard on the requested annexation of property and territory hereinafter described; and

WHEREAS, all notices of such public hearings have been issued as required by law and all hearings held within the time required by law; and

WHEREAS, the hereinafter described property and territory is not within the boundaries of any other municipality, lies within the extraterritorial jurisdiction of the City of Bryan, Texas, and lies adjacent to and adjoins the present boundaries of said City of Bryan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS:

1.

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

2.

That the properties described by metes-and-bounds on Exhibit “A” and depicted on Exhibit “A-1” are attached hereto and incorporated herein for all purposes, said territory lying adjacent to and adjoining the present boundaries of the City of Bryan, Texas, be and is hereby added and annexed to the City of Bryan, and said territory hereinafter described shall hereafter be included within the corporate limits of the City of Bryan, and the present boundary lines of said City are altered and amended so as to include said area within the corporate limits of the City of Bryan.

3.

That the municipal service plan attached hereto as Exhibit “B” is hereby approved and is incorporated into this ordinance as if it were recited herein.

4.

That the annexed territory described above is a part of the City of Bryan for all purposes, and the property situated therein shall bear its pro rata part of taxes levied by the City of Bryan, and shall be entitled to the same rights and privileges, bound by the same duties and responsibilities as other property within the corporate limits.

5.

That the inhabitants residing and owners of property within the confines of the annexed territory shall be entitled to all the rights and privileges of all the other citizens and property owners of Bryan and shall be bound by the Charter, Ordinances, Resolutions and other regulations of the City of Bryan.

6.

That the official map and boundaries of the City of Bryan, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned territory as part of the City of Bryan, Texas.

7.

That Chapter 130 of the City of Bryan Code of Ordinances shall be and is hereby amended so as to zone the 29.71 acres of the aforementioned territory Residential District – 5000 (RD-5) upon annexation.

8.

That if any portion, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

9.

That this ordinance shall take effect immediately upon its final reading and passage.

PASSED, ADOPTED, AND APPROVED on the 10th day of October 2023, at a regular meeting of the City Council of the City of Bryan, Texas, by a vote of ___ yeses and ___ noes.

ATTEST:

CITY OF BRYAN:

Mary Lynne Stratta, City Secretary

Bobby Gutierrez, Mayor

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

Exhibit "A":

FIELD NOTES
29.71 ACRES

Being all that certain tract or parcel of land lying and being situated in the ZENO PHILLIPS SURVEY, Abstract No. 45, Brazos County, Texas and being all of the called 29.68 acre tract described in the deed from Lone Star Home Buyers, LLC to Eden Farms, Ltd. recorded in Volume 17660, Page 266 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking the south corner of the called 1.62 acre Lee Gordon Widdison, Jr. and Kimberly Widdison tract recorded in Volume 5791, Page 278 of the Official Records of Brazos County, Texas (O.R.B.C.) and being in the northeast right-of-way line of Chick Lane (based on a 60-foot width);

THENCE: N 41° 03' 37" E along the common line of this tract and the called 1.62 acre Widdison tract for a distance of 350.11 feet to a found 1/2-inch iron rod marking an angle of this tract, said iron rod also marking the east corner of the called 1.62 acre Widdison tract and the south corner of the called 0.12 acre Lee Gordon Widdison, Jr. Tract 6 recorded in Volume 8752, Page 212 (O.R.B.C.);

THENCE: along the common line of this tract and the called 0.12 acre Widdison Tract 6 for the following seven (7) calls:

- 1) N 87° 42' 46" E for a distance of 1.69 feet to a point for angle,
- 2) N 43° 36' 49" E for a distance of 31.70 feet to a found wood fence post marking an angle of this tract,
- 3) N 37° 23' 31" E for a distance of 17.68 feet to a point for angle,
- 4) N 18° 45' 25" E for a distance of 3.65 feet to a found 5/8-inch iron rod marking an angle of this tract,
- 5) N 41° 07' 03" W for a distance of 68.92 feet to a point for angle,
- 6) N 11° 39' 38" E for a distance of 8.16 feet to a point for angle, and
- 7) S 83° 01' 31" W for a distance of 18.33 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the north corner of the called 0.12 acre Widdison Tract 6 and being in the east line of the called 1.62 acre Widdison tract;

THENCE: along the common line of this tract and the called 1.62 acre Widdison tract for the following two (2) calls:

- 1) N 17° 46' 52" E for a distance of 10.63 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 2) N 09° 23' 30" E for a distance of 157.00 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the north corner of the called 1.62 acre Widdison tract, the west corner of the called 2.495 acre Common Area, PINEMONT SUBDIVISION according to the Final Plat recorded in Volume 18442, Page 43 (O.P.R.B.C.) and being in the southeast line of Lot 3, Block 3 of said PINEMONT SUBDIVISION;

THENCE: along the common line of this tract, the called 2.495 acre Common Area, Lots 4, 5 and 6, Block 5 of said PINEMONT SUBDIVISION, the north right-of-way line of Pinemont View Drive (based on a 50-foot width) and Lot 22, Block 1 of said PINEMONT SUBDIVISION for the following six (6) calls:

- 1) N 86° 07' 37" E for a distance of 350.78 feet to a point for angle,
- 2) N 40° 41' 40" E for a distance of 299.92 feet to a point for an interior corner of this tract,
- 3) N 48° 31' 31" W for a distance of 249.59 feet to a point for an exterior corner of this tract,

- 4) N 40° 44' 58" E for a distance of 99.98 feet to a found 1/2-inch iron rod marking an interior corner of this tract,
- 5) N 48° 30' 17" W for a distance of 358.07 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 6) N 49° 16' 38" W for a distance of 39.83 feet to a found 1/2-inch iron rod marking the most northerly west corner of this tract, said iron rod also marking the north corner of said Lot 22 and being in the southeast line of the called 23.639 acre Cao's Home, LLC tract recorded in Volume 18065, Page 258 (O.P.R.B.C.);

THENCE: along the common line of this tract and the called 23.639 acre Cao's Home, LLC tract for the following four (4) calls:

- 1) N 40° 41' 24" E for a distance of 64.72 feet to a found 1/2-inch iron rod marking an exterior corner of this tract,
- 2) S 51° 51' 04" E for a distance of 86.33 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 3) S 74° 54' 51" E for a distance of 176.37 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 4) N 32° 38' 24" E for a distance of 435.16 feet to a found 1/2-inch iron rod marking the north corner of this tract, said iron rod also marking the east corner of the called 23.639 acre Cao's Home, LLC tract and being in the southwest line of the called 125 acre Wesley F. Honza, Jr. remainder tract recorded in Volume 2171, Page 47 (O.R.B.C.);

THENCE: along the common line of this tract, the called 125 acre Honza remainder tract, and the called 5,259 square foot Reserve Tract A, DOMINION OAKS PHASE II according to the Final Plat recorded in Volume 10357, Page 278 (O.R.B.C.) for the following two (2) calls:

- 1) S 56° 58' 22" E for a distance of 537.82 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 2) S 65° 18' 41" E, at a distance of 869.53 feet, pass a found 1/2-inch iron rod marking the west corner of the called 5,259 square foot Reserve Tract A for reference, continue for a total distance of 887.31 feet to a point for the east corner of this herein described tract, said point also marking the south corner of the called 5,259 square foot Reserve Tract A, and an angle of Lot 4, Block 2 of said DOMINION OAKS PHASE II;

THENCE: S 40° 59' 31" W along the common line of this tract, said Lot 4, Lot 3, Block 2 of said DOMINION OAKS PHASE II and Lots 5 and 4, Block 1, DOMINION OAKS PHASE I according to the Final Plat recorded in Volume 1302, Page 351 (O.R.B.C.) for a distance of 535.78 feet to a found 1/2-inch iron rod marking the most easterly south corner of this tract, said iron rod also marking the east corner of the called 13.00 acre Lee Gordon Widdison, Jr. Tract 7 recorded in Volume 8752, Page 212 (O.R.B.C.);

THENCE: along the common line of this tract and the called 13.00 acre Widdison Tract 7 for the following nineteen (19) calls:

- 1) N 68° 37' 14" W for a distance of 472.22 feet to a found wood fence post marking an interior corner of this tract,
- 2) S 36° 42' 31" W for a distance of 46.57 feet to a found wood fence post marking an angle of this tract,
- 3) S 88° 22' 40" W for a distance of 24.78 feet to a found wood fence post marking an angle of this tract,
- 4) S 17° 34' 45" W for a distance of 13.96 feet to a found wood fence post marking an angle of this tract,

- 5) S 04° 50' 42" E for a distance of 84.27 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 6) S 49° 34' 49" W for a distance of 108.66 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 7) N 83° 50' 09" W for a distance of 134.45 feet to a point for angle,
- 8) S 65° 36' 12" W for a distance of 352.19 feet to a found wood fence post marking an angle of this tract,
- 9) S 44° 30' 35" W for a distance of 13.80 feet to a found wood fence post marking an angle of this tract,
- 10) S 70° 19' 03" W for a distance of 117.78 feet to a found wood fence post marking an angle of this tract,
- 11) S 39° 06' 18" W for a distance of 181.45 feet to a point for angle,
- 12) S 61° 38' 50" W for a distance of 8.50 feet to a found wood fence post marking an angle of this tract,
- 13) S 13° 13' 56" W for a distance of 9.51 feet to a found wood fence post marking an angle of this tract,
- 14) N 53° 08' 22" W for a distance of 9.52 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 15) S 35° 59' 38" W for a distance of 190.76 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 16) S 47° 17' 59" W for a distance of 75.82 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 17) S 41° 54' 13" W for a distance of 75.23 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 18) S 54° 11' 10" W for a distance of 88.93 feet to a found 1/2-inch iron rod marking an interior corner of this tract, and
- 19) S 47° 43' 17" E for a distance of 42.77 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the southwest corner of the called 13.00 acre Widdison Tract 7 and being in the northwest line of Lot 1, Block 1, AUTUMN RIDGE according to the Final Plat recorded in Volume 14870, Page 104 (O.P.R.B.C.);

THENCE: S 46° 31' 12" W along the common line of this tract and said Lot 1 for a distance of 29.56 feet to a found 1/2-inch iron rod marking the south corner of this tract, said iron rod also marking the west corner of said Lot 1 and being in the northeast right-of-way line of said Chick Lane;

THENCE: N 48° 26' 59" W along the northeast right-of-way line of said Chick Lane for a distance of 293.62 feet to the POINT OF BEGINNING and containing 29.71 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on April, 2023.



FIELD NOTES
0.29 ACRES OF CHICK LANE

Being all that certain tract or parcel of land lying and being situated in the THOMAS J. WOOTON SURVEY, Abstract No. 59, Brazos County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING; at a found 1/2-inch iron rod marking the east corner of this herein described tract, said iron rod also marking the south corner of the called 29.68 acre Eden Farms, LTD. tract recorded in Volume 17660, Page 266 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), the west corner of Lot 1, Block 1, AUTUMN RIDGE SUBDIVISION according to the Final Plat recorded in Volume 14870, Page 104 (O.P.R.B.C.), being in the northeast margin of Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the ZENO PHILLIPS SURVEY, A-45;

THENCE: S 46° 31' 12" W into and through the said Chick Lane for a distance of 46.61 feet to a point for the south corner of this tract and being in the southwest margin of said Chick Lane;

THENCE: N 47° 43' 34" W along the southwest margin of said Chick Lane and the northeast line of the called 5.88 acre Donald Wayne Manry tract recorded in Volume 4649, Page 77 of the Official Records of Brazos County, Texas (O.R.B.C.) for a distance of 289.24 feet to a point for the west corner of this herein described tract;

THENCE: N 41° 03' 37" E into and through the said Chick Lane for a distance of 42.78 feet to a found 1/2-inch iron rod marking the north corner of this tract, said iron rod also marking the most southerly west corner of the called 29.68 acre Eden Farms, LTD. tract, the south corner of the called 1.62 acre Lee Gordon Widdison, Jr. and Kimberly Widdison tract recorded in Volume 5791, Page 278 (O.R.B.C.), being in the northeast margin of said Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the said ZENO PHILLIPS SURVEY, A-45;

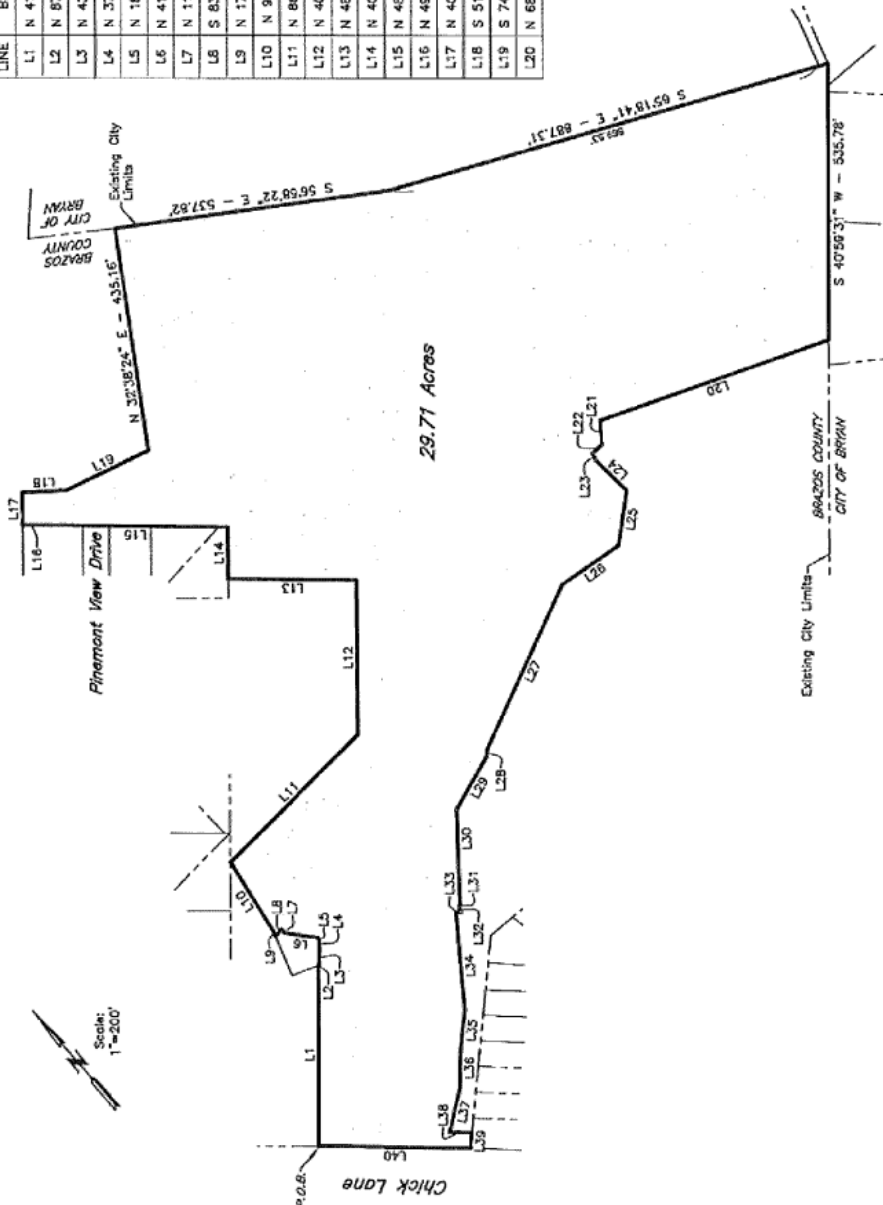
THENCE: S 48° 26' 59" E along the northeast margin of said Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the said ZENO PHILLIPS SURVEY, A-45 for a distance of 293.62 feet to the POINT OF BEGINNING and containing 0.2985 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on April, 2023.

Exhibit "A-1":

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S 36°42'31" W	46.57'
L22	S 88°22'40" W	24.78'
L23	S 17°34'45" W	13.98'
L24	S 4°50'42" E	84.27'
L25	S 48°34'40" W	108.66'
L26	N 83°50'09" W	134.45'
L27	S 65°36'12" W	352.18'
L28	S 44°30'35" W	13.80'
L29	S 70°19'03" W	117.78'
L30	S 39°06'18" W	181.45'
L31	S 61°38'50" W	6.50'
L32	S 1°13'58" W	9.51'
L33	N 63°08'22" W	9.52'
L34	S 35°59'38" W	190.76'
L35	S 47°17'59" W	75.82'
L36	S 41°54'13" W	75.23'
L37	S 54°11'10" W	88.83'
L38	S 47°43'17" E	42.77'
L39	S 48°31'12" W	29.55'
L40	N 48°26'59" W	293.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 41°03'37" E	350.11'
L2	N 87°42'48" E	1.89'
L3	N 43°36'49" E	31.70'
L4	N 37°23'31" E	17.68'
L5	N 18°45'25" E	3.65'
L6	N 41°07'03" W	68.62'
L7	N 11°39'38" E	8.16'
L8	S 83°01'31" W	18.33'
L9	N 17°46'52" E	10.63'
L10	N 92°33'00" E	157.00'
L11	N 86°07'37" E	350.78'
L12	N 40°41'40" E	298.82'
L13	N 48°31'31" W	248.59'
L14	N 40°44'58" E	99.08'
L15	N 48°30'17" W	358.07'
L16	N 49°16'38" W	39.83'
L17	N 40°41'24" E	64.72'
L18	S 51°51'04" E	86.33'
L19	S 74°54'51" E	176.37'
L20	N 68°37'14" W	472.22'



ANNEXATION
CHICK LANE
 29.71 ACRES
 CITY OF BRYAN
 ZENO PHILLIPS SURVEY, A-4G
 BRAZOS COUNTY, TEXAS
 APRIL 28, 2023
 SCALE: 1" = 200'

Surveyed by: [Name], Licensed Professional Surveyor, State of Texas, License No. [Number]
 Date of Survey: [Date]
 Title: [Title]

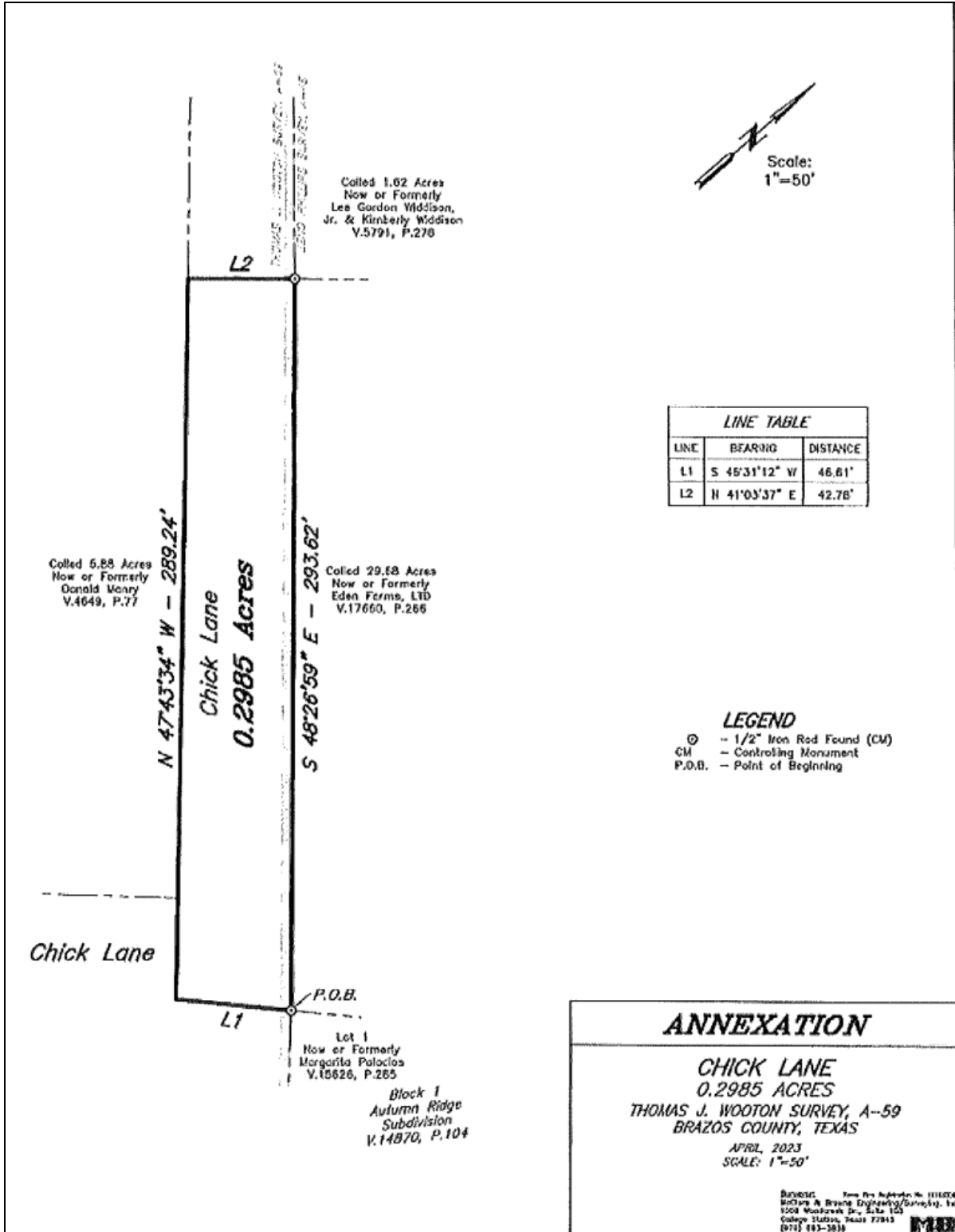


Exhibit "B":

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BRYAN, TEXAS AND
CAO'S HOME, LLC**

This Municipal Services Agreement ("Agreement") is entered into on 2nd day of July, 2023 by and between the City of Bryan, a Texas home-rule municipal corporation ("City") and Cao's Home, LLC ("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 being 29.71 acres of land out of the Zeno Phillips League, Abstract No. 45, located north of the adjacent intersection of Chick Lane and Luedecke Lane approximately, respectively, in the City's extraterritorial jurisdiction, such properties being more particularly described and set forth in Exhibit 1 attached and incorporated herein by reference ("Properties");

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 Properties on or after the effective date of annexation;

WHEREAS, City and Owner desire to set out the City services to be provided for the Properties, 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. **PROPERTIES.** This Agreement is only applicable to the Properties, more specifically described in Exhibit 1-A and Exhibit 1-B and depicted in Exhibits 2-A, 2-B, and 3.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Properties 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, 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:

- 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 City of Bryan, Texas and its Water Services Department will provide water distribution 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.

Existing City of Bryan water mains will be available for point-of-use extension based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Residents and businesses in the newly annexed area will be subject to the same service policies and procedures as apply to other areas of the City of Bryan. As applied to all properties within the City, the owner(s) of the newly annexed property will be responsible for costs to install water service to their property(ies). All such water service facilities under the City of Bryan's direct jurisdiction, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated, maintained, monitored and inspected in accordance with established policies and procedures. 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.

e) WASTEWATER SERVICE

The City of Bryan, Texas and its Water Services Department 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 adequacy of existing septic systems for accommodating raw sewage in less developed areas and will determine 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 to their property(ies).

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.

1) **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 the Properties 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 Properties 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 Properties.

CITY OF BRYAN:

By: *Kean Register*
Kean Register, City Manager

(OWNER):

By: *Shuan Lu*
Name:
Title: *CEO'S HOME LLC*

Approved as to Form:

Thomas A. Leeper
Thomas A. Leeper, City Attorney

Attest:

Mary Lynne Straffa
Mary Lynne Straffa
City Secretary

State of Texas
County of Brazos

This instrument was acknowledged before me on the ____ day of _____, 202__, by Kean Register, City Manager of Bryan, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas
County of Brazos

This instrument was acknowledged before me on the 21 day of July, 2023, by Shi An Cao, of (Name, title), on behalf of said Cao Home, LLC (name of company or individual, as applicable).

By: Betty Heath
Notary Public, State of Texas



After Recording Return to:

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

**EXHIBIT 1-A: METES AND BOUNDS DESCRIPTION OF 29.71-ACRE PROPERTY TO BE
ANNEXED INTO CITY LIMITS**

FIELD NOTES
29.71 ACRES

Being all that certain tract or parcel of land lying and being situated in the ZENO PHILLIPS SURVEY, Abstract No. 45, Brazos County, Texas and being all of the called 29.68 acre tract described in the deed from Lone Star Home Buyers, LLC to Eden Farms, Ltd. recorded in Volume 17660, Page 266 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking the south corner of the called 1.62 acre Lee Gordon Widdison, Jr. and Kimberly Widdison tract recorded in Volume 5791, Page 278 of the Official Records of Brazos County, Texas (O.R.B.C.) and being in the northeast right-of-way line of Chick Lane (based on a 60-foot width);

THENCE: N 41° 03' 37" E along the common line of this tract and the called 1.62 acre Widdison tract for a distance of 350.11 feet to a found 1/2-inch iron rod marking an angle of this tract, said iron rod also marking the east corner of the called 1.62 acre Widdison tract and the south corner of the called 0.12 acre Lee Gordon Widdison, Jr. Tract 6 recorded in Volume 8752, Page 212 (O.R.B.C.);

THENCE: along the common line of this tract and the called 0.12 acre Widdison Tract 6 for the following seven (7) calls:

- 1) N 87° 42' 46" E for a distance of 1.69 feet to a point for angle,
- 2) N 43° 36' 49" E for a distance of 31.70 feet to a found wood fence post marking an angle of this tract,
- 3) N 37° 23' 31" E for a distance of 17.68 feet to a point for angle,
- 4) N 18° 45' 25" E for a distance of 3.65 feet to a found 5/8-inch iron rod marking an angle of this tract,
- 5) N 41° 07' 03" W for a distance of 68.92 feet to a point for angle,
- 6) N 11° 39' 38" E for a distance of 8.16 feet to a point for angle, and
- 7) S 83° 01' 31" W for a distance of 18.33 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the north corner of the called 0.12 acre Widdison Tract 6 and being in the east line of the called 1.62 acre Widdison tract;

THENCE: along the common line of this tract and the called 1.62 acre Widdison tract for the following two (2) calls:

- 1) N 17° 46' 52" E for a distance of 10.63 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 2) N 09° 23' 30" E for a distance of 157.00 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the north corner of the called 1.62 acre Widdison tract, the west corner of the called 2.495 acre Common Area, PINEMONT SUBDIVISION according to the Final Plat recorded in Volume 18442, Page 43 (O.P.R.B.C.) and being in the southeast line of Lot 3, Block 3 of said PINEMONT SUBDIVISION;

THENCE: along the common line of this tract, the called 2.495 acre Common Area, Lots 4, 5 and 6, Block 5 of said PINEMONT SUBDIVISION, the north right-of-way line of Pinemont View Drive (based on a 50-foot width) and Lot 22, Block 1 of said PINEMONT SUBDIVISION for the following six (6) calls:

- 1) N 86° 07' 37" E for a distance of 350.78 feet to a point for angle,
- 2) N 40° 41' 40" E for a distance of 299.92 feet to a point for an interior corner of this tract,
- 3) N 48° 31' 31" W for a distance of 249.59 feet to a point for an exterior corner of this tract,

- 4) N 40° 44' 58" E for a distance of 99.98 feet to a found 1/2-inch iron rod marking an interior corner of this tract,
- 5) N 48° 30' 17" W for a distance of 358.07 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 6) N 49° 16' 38" W for a distance of 39.83 feet to a found 1/2-inch iron rod marking the most northerly west corner of this tract, said iron rod also marking the north corner of said Lot 22 and being in the southeast line of the called 23.639 acre Cao's Home, LLC tract recorded in Volume 18065, Page 258 (O.P.R.B.C.);

THENCE: along the common line of this tract and the called 23.639 acre Cao's Home, LLC tract for the following four (4) calls:

- 1) N 40° 41' 24" E for a distance of 64.72 feet to a found 1/2-inch iron rod marking an exterior corner of this tract,
- 2) S 51° 51' 04" E for a distance of 86.33 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 3) S 74° 54' 51" E for a distance of 176.37 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 4) N 32° 38' 24" E for a distance of 435.16 feet to a found 1/2-inch iron rod marking the north corner of this tract, said iron rod also marking the east corner of the called 23.639 acre Cao's Home, LLC tract and being in the southwest line of the called 125 acre Wesley F. Honza, Jr. remainder tract recorded in Volume 2171, Page 47 (O.R.B.C.);

THENCE: along the common line of this tract, the called 125 acre Honza remainder tract, and the called 5,259 square foot Reserve Tract A, DOMINION OAKS PHASE II according to the Final Plat recorded in Volume 10357, Page 278 (O.R.B.C.) for the following two (2) calls:

- 1) S 56° 58' 22" E for a distance of 537.82 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 2) S 65° 18' 41" E, at a distance of 869.53 feet, pass a found 1/2-inch iron rod marking the west corner of the called 5,259 square foot Reserve Tract A for reference, continue for a total distance of 887.31 feet to a point for the east corner of this herein described tract, said point also marking the south corner of the called 5,259 square foot Reserve Tract A, and an angle of Lot 4, Block 2 of said DOMINION OAKS PHASE II;

THENCE: S 40° 59' 31" W along the common line of this tract, said Lot 4, Lot 3, Block 2 of said DOMINION OAKS PHASE II and Lots 5 and 4, Block 1, DOMINION OAKS PHASE I according to the Final Plat recorded in Volume 1302, Page 351 (O.R.B.C.) for a distance of 535.78 feet to a found 1/2-inch iron rod marking the most easterly south corner of this tract, said iron rod also marking the east corner of the called 13.00 acre Lee Gordon Widdison, Jr. Tract 7 recorded in Volume 8752, Page 212 (O.R.B.C.);

THENCE: along the common line of this tract and the called 13.00 acre Widdison Tract 7 for the following nineteen (19) calls:

- 1) N 68° 37' 14" W for a distance of 472.22 feet to a found wood fence post marking an interior corner of this tract,
- 2) S 36° 42' 31" W for a distance of 46.57 feet to a found wood fence post marking an angle of this tract,
- 3) S 88° 22' 40" W for a distance of 24.78 feet to a found wood fence post marking an angle of this tract,
- 4) S 17° 34' 45" W for a distance of 13.96 feet to a found wood fence post marking an angle of this tract,

- 5) S 04° 50' 42" E for a distance of 84.27 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 6) S 49° 34' 49" W for a distance of 108.66 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 7) N 83° 50' 09" W for a distance of 134.45 feet to a point for angle,
- 8) S 65° 36' 12" W for a distance of 352.19 feet to a found wood fence post marking an angle of this tract,
- 9) S 44° 30' 35" W for a distance of 13.80 feet to a found wood fence post marking an angle of this tract,
- 10) S 70° 19' 03" W for a distance of 117.78 feet to a found wood fence post marking an angle of this tract,
- 11) S 39° 06' 18" W for a distance of 181.45 feet to a point for angle,
- 12) S 61° 38' 50" W for a distance of 8.50 feet to a found wood fence post marking an angle of this tract,
- 13) S 13° 13' 56" W for a distance of 9.51 feet to a found wood fence post marking an angle of this tract,
- 14) N 53° 08' 22" W for a distance of 9.52 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 15) S 35° 59' 38" W for a distance of 190.76 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 16) S 47° 17' 59" W for a distance of 75.82 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 17) S 41° 54' 13" W for a distance of 75.23 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 18) S 54° 11' 10" W for a distance of 88.93 feet to a found 1/2-inch iron rod marking an interior corner of this tract, and
- 19) S 47° 43' 17" E for a distance of 42.77 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the southwest corner of the called 13.00 acre Widdison Tract 7 and being in the northwest line of Lot 1, Block 1, AUTUMN RIDGE according to the Final Plat recorded in Volume 14870, Page 104 (O.P.R.B.C.);

THENCE: S 46° 31' 12" W along the common line of this tract and said Lot 1 for a distance of 29.56 feet to a found 1/2-inch iron rod marking the south corner of this tract, said iron rod also marking the west corner of said Lot 1 and being in the northeast right-of-way line of said Chick Lane;

THENCE: N 48° 26' 59" W along the northeast right-of-way line of said Chick Lane for a distance of 293.62 feet to the POINT OF BEGINNING and containing 29.71 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on April, 2023.



**EXHIBIT 1-B: METES AND BOUNDS DESCRIPTION OF 0.2985-ACRE RIGHT-OF-WAY TO
BE ANNEXED INTO CITY LIMITS**

**FIELD NOTES
0.2985 ACRES**

Being all that certain tract or parcel of land lying and being situated in the THOMAS J. WOOTON SURVEY, Abstract No. 59, Brazos County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the east corner of this herein described tract, said iron rod also marking the south corner of the called 29.68 acre Eden Farms, LTD. tract recorded in Volume 17660, Page 266 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), the west corner of Lot 1, Block 1, AUTUMN RIDGE SUBDIVISION according to the Final Plat recorded in Volume 14870, Page 104 (O.P.R.B.C.), being in the northeast margin of Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the ZENO PHILLIPS SURVEY, A-45;

THENCE: S 46° 31' 12" W into and through the said Chick Lane for a distance of 46.61 feet to a point for the south corner of this tract and being in the southwest margin of said Chick Lane;

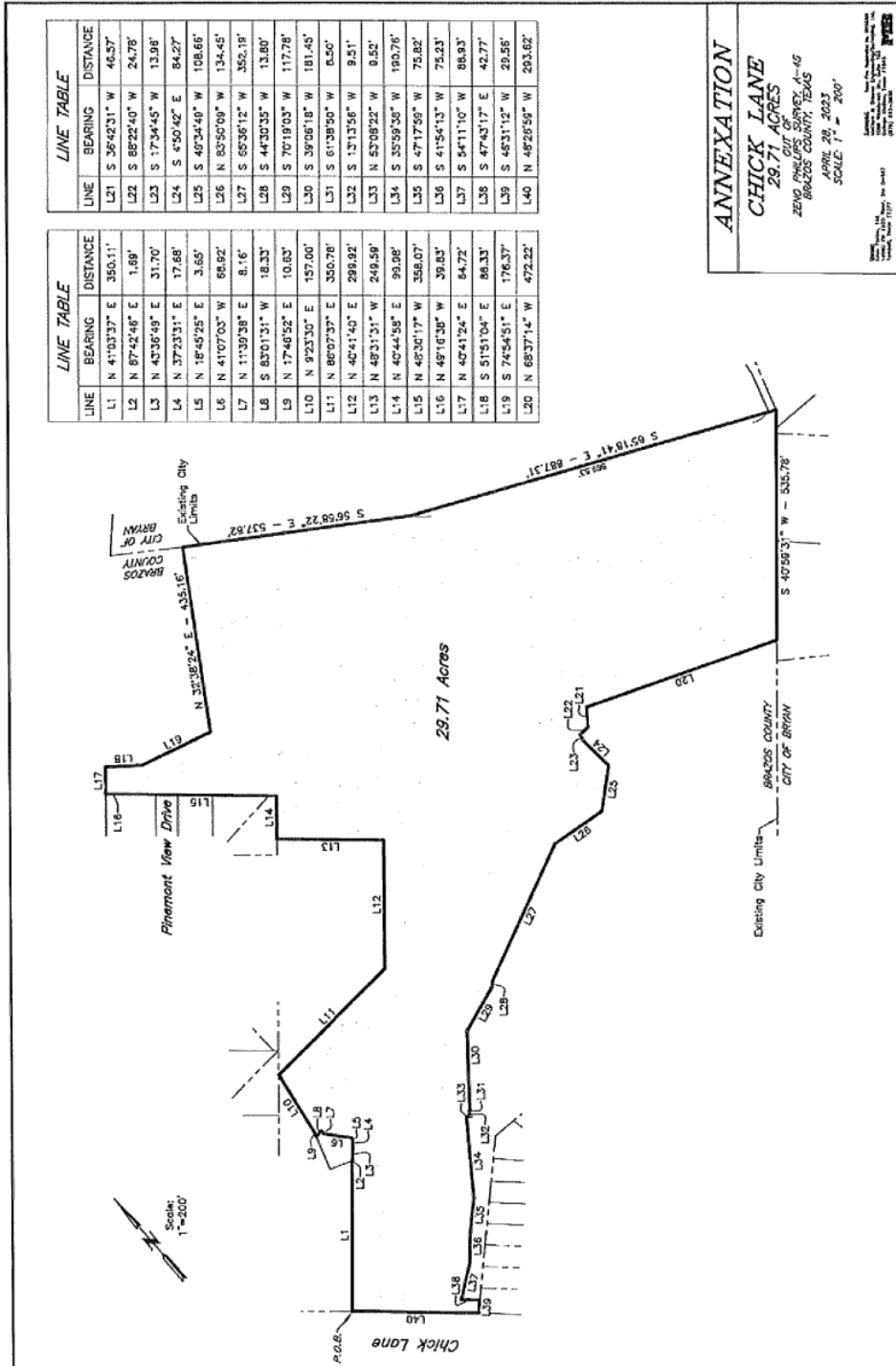
THENCE: N 47° 43' 34" W along the southwest margin of said Chick Lane and the northeast line of the called 5.88 acre Donald Wayne Manry tract recorded in Volume 4649, Page 77 of the Official Records of Brazos County, Texas (O.R.B.C.) for a distance of 289.24 feet to a point for the west corner of this herein described tract;

THENCE: N 41° 03' 37" E into and through the said Chick Lane for a distance of 42.78 feet to a found 1/2-inch iron rod marking the north corner of this tract, said iron rod also marking the most southerly west corner of the called 29.68 acre Eden Farms, LTD. tract, the south corner of the called 1.62 acre Lee Gordon Widdison, Jr. and Kimberly Widdison tract recorded in Volume 5791, Page 278 (O.R.B.C.), being in the northeast margin of said Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the said ZENO PHILLIPS SURVEY, A-45;

THENCE: S 48° 26' 59" E along the northeast margin of said Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the said ZENO PHILLIPS SURVEY, A-45 for a distance of 293.62 feet to the POINT OF BEGINNING and containing 0.2985 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on April, 2023.

EXHIBIT 2-A: SURVEY OF 29.71-ACRE PROPERTY TO BE ANNEXED INTO CITY LIMITS



LINE	BEARING	DISTANCE
L1	N 41°03'37" E	350.11'
L2	N 87°42'48" E	1.69'
L3	N 43°36'49" E	31.70'
L4	N 37°33'31" E	17.68'
L5	N 18°45'25" E	3.65'
L6	N 41°07'03" W	66.92'
L7	N 11°39'38" E	81.6'
L8	S 83°01'31" W	18.33'
L9	N 17°40'52" E	10.63'
L10	N 92°33'00" E	157.00'
L11	N 88°07'37" E	350.78'
L12	N 40°41'40" E	299.92'
L13	N 49°31'31" W	249.59'
L14	N 40°44'58" E	99.08'
L15	N 42°30'17" W	358.07'
L16	N 49°16'38" W	39.83'
L17	N 40°41'26" E	84.72'
L18	S 51°51'04" E	86.33'
L19	S 78°54'51" E	176.37'
L20	N 68°37'14" W	472.22'

LINE	BEARING	DISTANCE
L21	S 26°42'31" W	46.57'
L22	S 88°22'40" W	24.78'
L23	S 17°34'45" W	13.98'
L24	S 4°50'42" E	84.27'
L25	S 49°34'48" W	108.66'
L26	N 83°50'09" W	134.45'
L27	S 60°36'12" W	352.18'
L28	S 44°30'35" W	13.80'
L29	S 70°19'03" W	117.76'
L30	S 39°08'18" W	181.45'
L31	S 61°38'50" W	8.50'
L32	S 13°13'56" W	9.51'
L33	N 53°08'23" W	0.50'
L34	S 30°59'38" W	190.78'
L35	S 47°17'59" W	75.82'
L36	S 41°54'13" W	75.23'
L37	S 54°11'10" W	88.93'
L38	S 47°43'17" E	42.77'
L39	S 48°31'12" W	29.55'
L40	N 48°28'59" W	203.62'

ANNEXATION

CHICK LANE
29.71 ACRES
 OUT OF
 ZEPH PHILLIPS SURVEY, A-48
 BRAZOS COUNTY, TEXAS
 APRIL 28, 2023
 SCALE 1" = 200'

Surveyed and Platted by: **PHS**
 Licensed Professional Surveyor, No. 104,444
 State of Texas, Commission Expires 08/31/2026
 1000 West Loop West, Suite 1000
 Houston, Texas 77027

EXHIBIT 2-B: SURVEY OF DESCRIPTION OF 0.2985-ACRE RIGHT-OF-WAY TO BE ANNEXED INTO CITY LIMITS

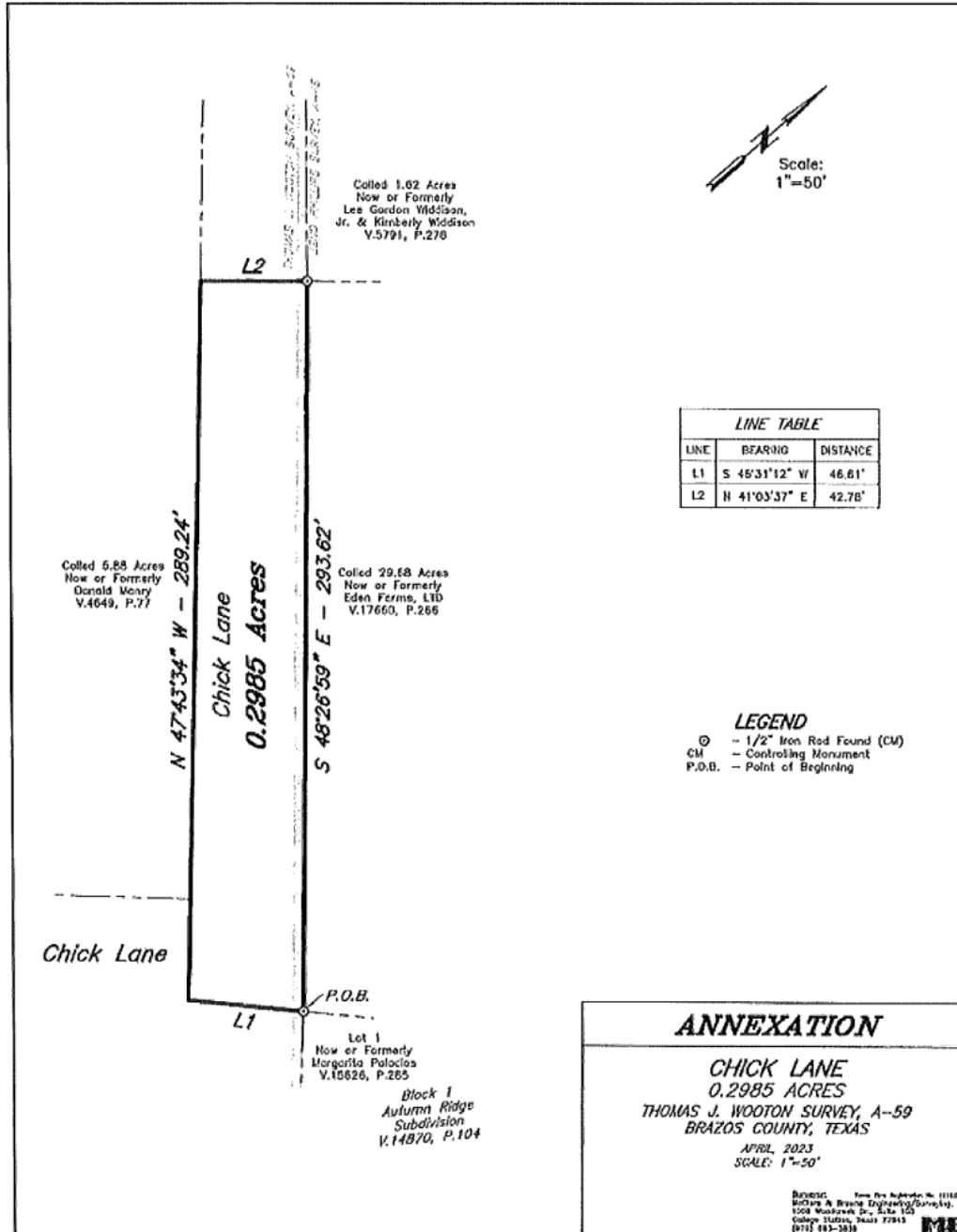
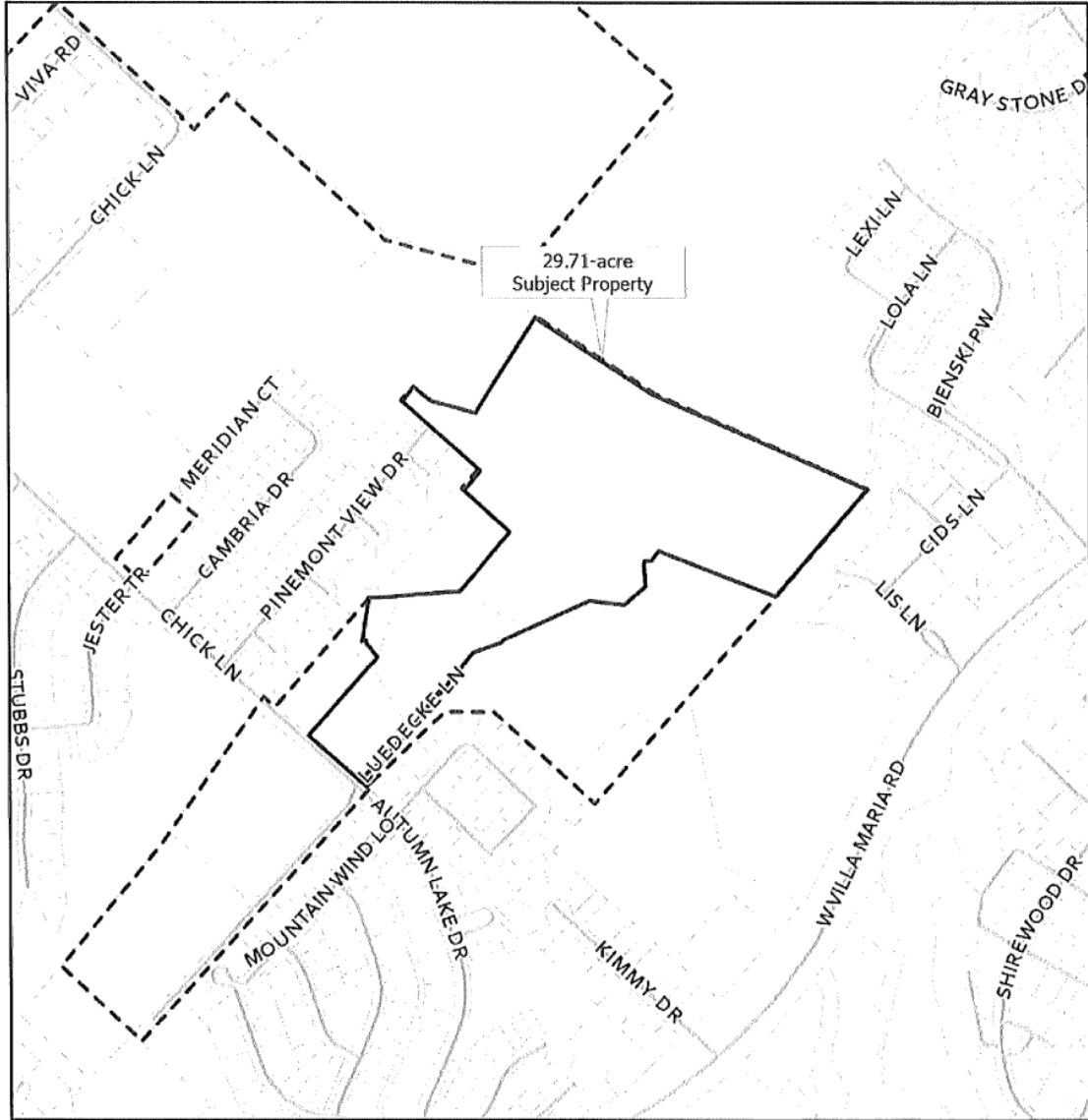


EXHIBIT 3: AERIAL MAP DEPICTING 29.71-ACRE PROPERTY TO BE ANNEXED INTO CITY LIMITS



**EXCERPT FROM PLANNING AND ZONING COMMISSION REGULAR MEETING MINUTES
OF September 7, 2023:**

3. Request for Annexation (Commission makes recommendation; City Council has final approval).

A. Annexation ANNEX23-06: Shian Cao

A request by an area landowner requesting annexation of 29.71 acres of land and 0.29 acres of County right-of-way for Chick Lane out of the Zeno Phillips League, Abstract No. 45, located generally north of the intersection of Chick and Luedecke Lanes, in Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas. (M. Cameron)

Mr. Cameron presented the staff report (on file in the Development Services Department). Staff recommends approval of the annexation.

The public hearing was opened.

No one came forward.

Public hearing was closed.

Commissioner Beckendorf moved to recommend approval of the owner-requested annexation of these 29.71 acres of land and 0.29 acres of County right-of-way, and that the property be assigned Agricultural-Open (A-O) zoning upon annexation, to the Bryan City Council, and to adopt the written staff report and analysis as the report finding, and evaluation of this Commission. Commissioner Watson seconded the motion.

Commissioners discussed the recommendation of Agricultural-Open (A-O) due to recent discussions of consistency subdivision standards.

The motion failed with four (4) in favor and four (4) in opposition. With Commissioners Valerius, Gonzalez, Watson, and Beckendorf voting in affirmation and Commissioners Cooper, Bush, McBroom Balke, and Rodriguez in opposition.

Commissioner Bush moved to reopen the public hearing. Commissioner Rodriguez seconded the motion.

The motion passed unanimously.

The public hearing was reopened.

Mr. Josh Fry, McClure & Browne Engineering, on behalf of the applicant, came forward. Mr. Fry stated he does not believe zoning to Residential District – 5000 (RD-5) would be negatively impacting the surrounding community.

Further discussion included how the annexation and platting cases would move forward with an Agricultural-Open (A-O) as opposed to a Residential District – 5000 (RD-5) zoning. Staff provided information regarding other possible zoning options.

The public hearing was closed.

Commissioners discussed the undue burden with the recommended zoning of Agricultural-Open (A-O) rather than a Residential District – 5000 (RD-5) zoning, which would not follow the surrounding zonings of the property.

Commissioner Bush motioned to recommend approval of the owner-requested annexation of these 29.71 acres of land and 0.29 acres of County right-of-way, and that the property be assigned Residential District – 5000 (RD-5) zoning upon annexation, to the Bryan City Council, and to adopt the written staff report and analysis as the report finding, and evaluation of this Commission. Commissioner McBroom Balke seconded the motion.

The motion failed with four (4) in favor and four (4) in opposition. With Commissioners Cooper, Bush, McBroom Balke, and Rodriguez voting in affirmation and Commissioners Valerius, Gonzalez, Watson, and Beckendorf in opposition.

Discussion included recommendation of the current motion being divided into two separate motions.

Commissioner Watson moved to separate the question to approve the annexation of the property and rezoning. Commissioner McBroom Balke seconded the motion.

The motion passed with a vote of six (6) in favor and two (2) in opposition, with Commissioners Cooper and Rodriguez voting in opposition.

Commissioner Beckendorf moved to approve the annexation of this property. Commissioner Rodriguez seconded the motion.

The motion passed unanimously.

Commissioner Watson moved to recommend Agricultural-Open (A-O) upon annexation. Commissioner Valerius seconded the motion.

Discussion included rezoning options available for the approved annexation.

The motion failed with four (4) in favor and four (4) in opposition. With Commissioners Valerius, Gonzalez, Watson, and Beckendorf voting in affirmation and Commissioners Cooper, Bush, McBroom Balke, and Rodriguez in opposition.

Commissioner McBroom Balke motioned to postpone the rezoning to the next regular meeting, October 5, 2023, to allow for better discussion and understanding amongst the commission. Commissioner Valerius seconded the motion.

The motion passed with a vote of six (6) in favor to two (2) in opposition, with Commissioners Bush and Rodriguez voting in opposition.

**PLANNING AND ZONING COMMISSION
STAFF REPORT**

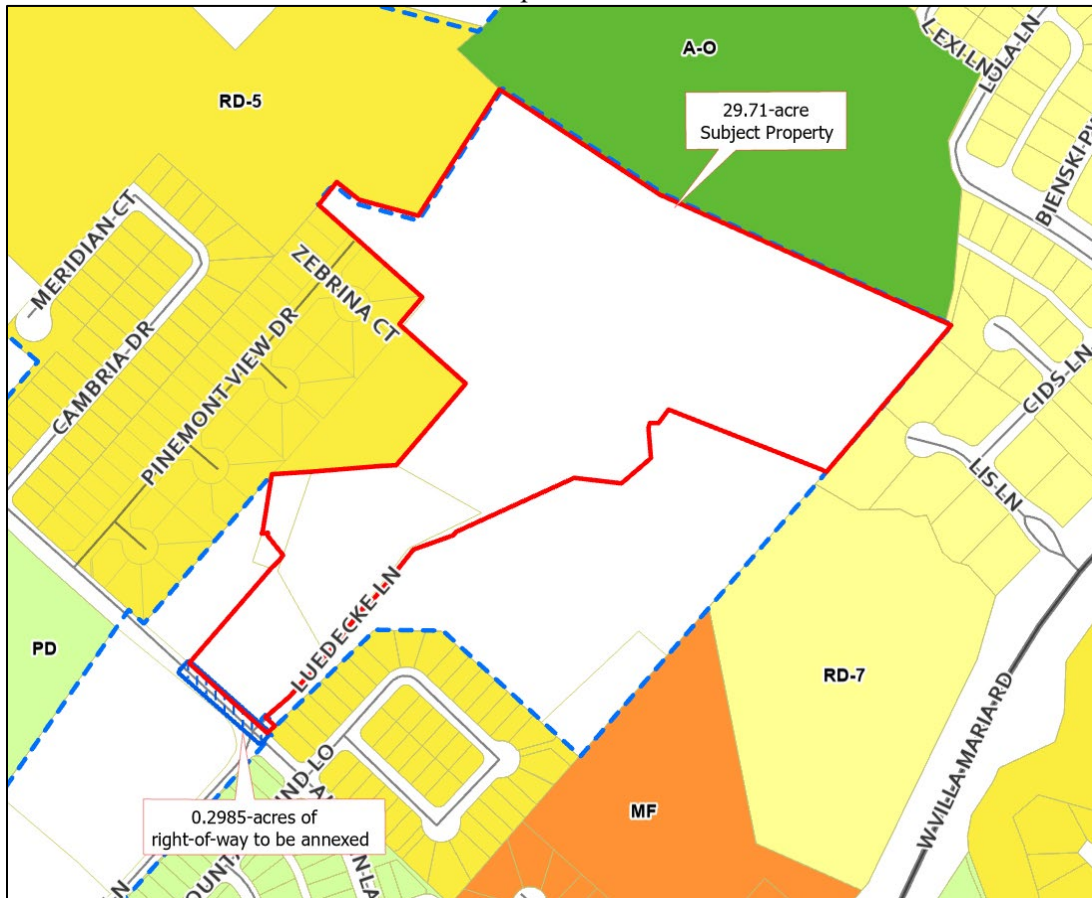
September 7, 2023



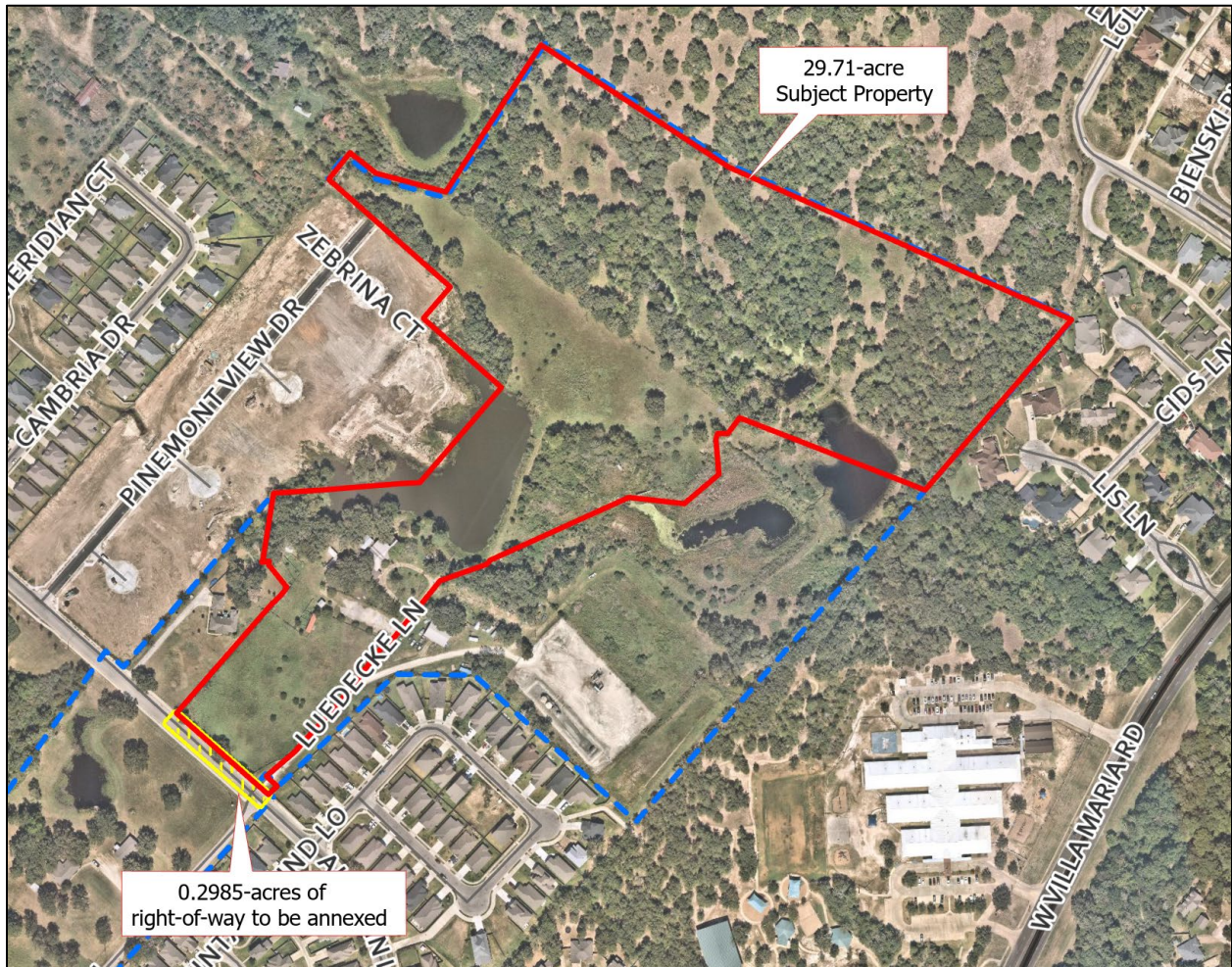
Annexation case no. ANNEX23-06, Shian Cao

CASE DESCRIPTION: Owner-requested annexation of 29.71 acres land
LOCATION: 29.71 acres of land out of the Zeno Phillips League, Abstract No. 45, located generally north of the intersection of Chick Lane and Luedecke Lane, in Bryan’s extraterritorial jurisdiction (ETJ) Brazos County, Texas.
EXISTING LAND USE: Vacant Acreage
PROPERTY OWNER: Cao’s Home, LLC
APPLICANT(S): Shian Cao
STAFF CONTACT: Mitchell Cameron, Staff Planner

SUMMARY RECOMMENDATION: Staff recommends **approving** the requested annexation and assigning Residential District – 5000 (RD-5) zoning upon annexation.



2022 AERIAL PHOTOGRAPH:



BACKGROUND:

On July 10, 2023, the City of Bryan received an annexation request from Gregory Hopcus, authorized agent of property owner Shian Cao, for an owner-requested annexation of 29.71 acres of land out of the Zeno Phillips League, Abstract No. 45, located north of the intersection of Chick Lane and Luedecke Lane. The property owner requests that the subject property be assigned Residential District - 5000 (RD-5) zoning upon annexation.

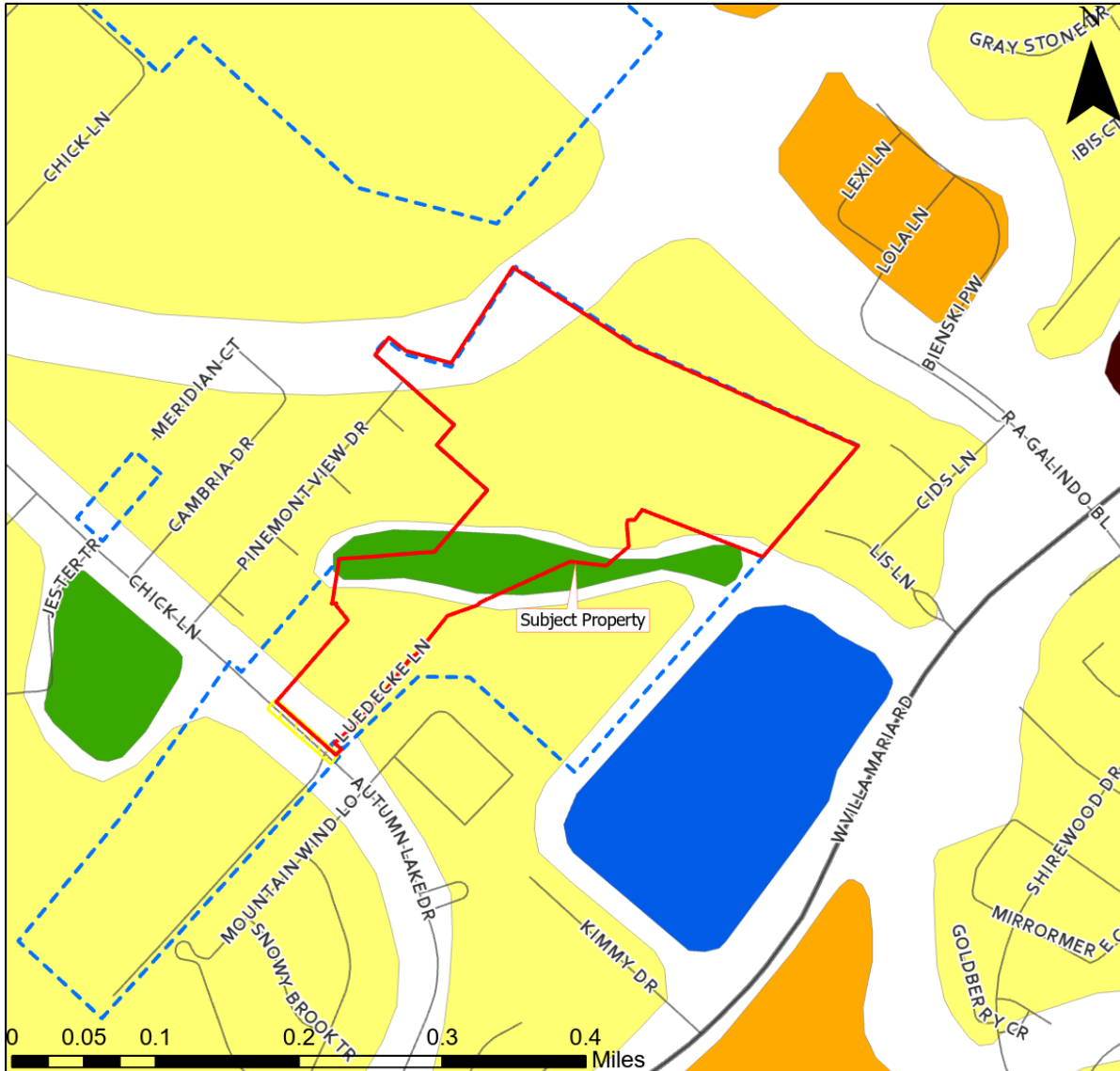
The subject 29.71 acres of land are proposed to be developed into a new residential subdivision, which will have ingress/egress locations located on Chick Lane, Pinemont View Drive and Autumn Lake Drive.

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 intended use of the property, the applicant requests the assignment of Residential District – 5000 (RD-5) 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.

The subject property is contiguous to the Bryan City limits. The Texas Local Government Code Section 43.106 requires annexation of the county road right-of-way adjacent to the land proposed to be annexed. Therefore, a total of 0.2985 acres of adjacent County right-of-way for Chick Lane is included in the annexation request.

EXCERPT FROM FUTURE LAND USE PLAN MAP:

Future Land Use Plan (FLUP)



- Low Density Residential
- Medium Density Residential
- Commercial
- Parks and Open Space
- Public/Semi-Public



This is a product of the City of Bryan Geographic Information System. This geospatial data product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey conducted by or under the supervision of a registered professional land surveyor and represents only the approximate relative location of property boundaries. This product may not reflect some data otherwise available. This product is not a substitute for obtaining a survey or other professional advice about a specific property, specific question, or situation.

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, as shown above, identifies the subject 29.71 acres as an area where low-density residential is appropriate.

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 following excerpts from the Blueprint 2040 may be relevant for consideration of this request:

Chapter 5: Land Use

- Low density residential should be protected from, but accessible to, the major roadway network, commercial establishment, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but directly access only local streets.

Annexation Policies

- 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

PROPOSED ANNEXATION:

Staff recommends approving the requested annexation of these 29.71 acres. Approving the requested annexation will bring 29.71 acres of vacant undeveloped land under the full regulatory control of the City. Annexation of this acreage will promote orderly urban growth and development in western Bryan. The area requested to be annexed adjoins the current city limits, has regular, logical boundaries and is proposed for 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 draft 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. **Staff anticipates no extraordinary new services, facilities or expenses as a result of annexing these 29.71 acres.** The City is able to provide municipal services upon annexation in accordance with State law without negatively impacting service provisions elsewhere within the City.

PROPOSED RD-5 DISTRICT ZONING:

Assigning RD-5 District zoning to the 29.71 acres of land of the subject properties upon annexation will allow for low-density detached housing. Staff contends that RD-5 District zoning on the subject property is appropriate and in conformance with the land use recommendations of the Comprehensive Plan (BluePrint 2040) and surrounding development. 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.

City-wide land use policies articulated in the Comprehensive Plan suggest that single-family residential land uses should be located in areas that are: (1.) protected from but accessible to major roadway network, commercial establishments, work places and entertainment areas; (2.) accessible to collector and arterial streets, but directly accesses local streets; and (3.) not adjacent to major arterials or freeways without adequate buffering and access management. Staff believes that the subject property provides opportunity to meet these criteria. **Therefore, staff recommends that upon annexation of the subject 29.71 acres, RD-5 District zoning be assigned.**

ATTACHMENTS:

1. Annexation service plan with related attachments.

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BRYAN, TEXAS AND
CAO'S HOME, LLC**

This Municipal Services Agreement ("Agreement") is entered into on 2nd day of July, 2023 by and between the City of Bryan, a Texas home-rule municipal corporation ("City") and Cao's Home, LLC ("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 being 29.71 acres of land out of the Zeno Phillips League, Abstract No. 45, located north of the adjacent intersection of Chick Lane and Luedecke Lane approximately, respectively, in the City's extraterritorial jurisdiction, such properties being more particularly described and set forth in Exhibit 1 attached and incorporated herein by reference ("Properties");

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 Properties on or after the effective date of annexation;

WHEREAS, City and Owner desire to set out the City services to be provided for the Properties, 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. **PROPERTIES**. This Agreement is only applicable to the Properties, more specifically described in Exhibit 1-A and Exhibit 1-B and depicted in Exhibits 2-A, 2-B, and 3.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Properties 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, 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:

- 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 City of Bryan, Texas and its Water Services Department will provide water distribution 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.

Existing City of Bryan water mains will be available for point-of-use extension based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Residents and businesses in the newly annexed area will be subject to the same service policies and procedures as apply to other areas of the City of Bryan. As applied to all properties within the City, the owner(s) of the newly annexed property will be responsible for costs to install water service to their property(ies). All such water service facilities under the City of Bryan's direct jurisdiction, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated, maintained, monitored and inspected in accordance with established policies and procedures. 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.

e) WASTEWATER SERVICE

The City of Bryan, Texas and its Water Services Department 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 adequacy of existing septic systems for accommodating raw sewage in less developed areas and will determine 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 to their property(ies).

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.

1) **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 the Properties 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 Properties 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 Properties.

CITY OF BRYAN:

By: *Kean Register*
Kean Register, City Manager

(OWNER):

By: *Shuan Lu*
Name:
Title: *CEO'S HOME LLC*

Approved as to Form:

Thomas A. Leeper
Thomas A. Leeper, City Attorney

Attest:

Mary Lynne Straffa
Mary Lynne Straffa
City Secretary

State of Texas
County of Brazos

This instrument was acknowledged before me on the ____ day of _____, 202__, by Kean Register, City Manager of Bryan, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas
County of Brazos

This instrument was acknowledged before me on the 21 day of July, 2023, by Shi An Cao, of (Name, title), on behalf of said Cao Home, LLC (name of company or individual, as applicable).

By: Betty Heath
Notary Public, State of Texas



After Recording Return to:

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

EXHIBIT 1-A: METES AND BOUNDS DESCRIPTION OF 29.71-ACRE PROPERTY TO BE ANNEXED INTO CITY LIMITS

FIELD NOTES
29.71 ACRES

Being all that certain tract or parcel of land lying and being situated in the ZENO PHILLIPS SURVEY, Abstract No. 45, Brazos County, Texas and being all of the called 29.68 acre tract described in the deed from Lone Star Home Buyers, LLC to Eden Farms, Ltd. recorded in Volume 17660, Page 266 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking the south corner of the called 1.62 acre Lee Gordon Widdison, Jr. and Kimberly Widdison tract recorded in Volume 5791, Page 278 of the Official Records of Brazos County, Texas (O.R.B.C.) and being in the northeast right-of-way line of Chick Lane (based on a 60-foot width);

THENCE: N 41° 03' 37" E along the common line of this tract and the called 1.62 acre Widdison tract for a distance of 350.11 feet to a found 1/2-inch iron rod marking an angle of this tract, said iron rod also marking the east corner of the called 1.62 acre Widdison tract and the south corner of the called 0.12 acre Lee Gordon Widdison, Jr. Tract 6 recorded in Volume 8752, Page 212 (O.R.B.C.);

THENCE: along the common line of this tract and the called 0.12 acre Widdison Tract 6 for the following seven (7) calls:

- 1) N 87° 42' 46" E for a distance of 1.69 feet to a point for angle,
- 2) N 43° 36' 49" E for a distance of 31.70 feet to a found wood fence post marking an angle of this tract,
- 3) N 37° 23' 31" E for a distance of 17.68 feet to a point for angle,
- 4) N 18° 45' 25" E for a distance of 3.65 feet to a found 5/8-inch iron rod marking an angle of this tract,
- 5) N 41° 07' 03" W for a distance of 68.92 feet to a point for angle,
- 6) N 11° 39' 38" E for a distance of 8.16 feet to a point for angle, and
- 7) S 83° 01' 31" W for a distance of 18.33 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the north corner of the called 0.12 acre Widdison Tract 6 and being in the east line of the called 1.62 acre Widdison tract;

THENCE: along the common line of this tract and the called 1.62 acre Widdison tract for the following two (2) calls:

- 1) N 17° 46' 52" E for a distance of 10.63 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 2) N 09° 23' 30" E for a distance of 157.00 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the north corner of the called 1.62 acre Widdison tract, the west corner of the called 2.495 acre Common Area, PINEMONT SUBDIVISION according to the Final Plat recorded in Volume 18442, Page 43 (O.P.R.B.C.) and being in the southeast line of Lot 3, Block 3 of said PINEMONT SUBDIVISION;

THENCE: along the common line of this tract, the called 2.495 acre Common Area, Lots 4, 5 and 6, Block 5 of said PINEMONT SUBDIVISION, the north right-of-way line of Pinemont View Drive (based on a 50-foot width) and Lot 22, Block 1 of said PINEMONT SUBDIVISION for the following six (6) calls:

- 1) N 86° 07' 37" E for a distance of 350.78 feet to a point for angle,
- 2) N 40° 41' 40" E for a distance of 299.92 feet to a point for an interior corner of this tract,
- 3) N 48° 31' 31" W for a distance of 249.59 feet to a point for an exterior corner of this tract,

- 4) N 40° 44' 58" E for a distance of 99.98 feet to a found 1/2-inch iron rod marking an interior corner of this tract,
- 5) N 48° 30' 17" W for a distance of 358.07 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 6) N 49° 16' 38" W for a distance of 39.83 feet to a found 1/2-inch iron rod marking the most northerly west corner of this tract, said iron rod also marking the north corner of said Lot 22 and being in the southeast line of the called 23.639 acre Cao's Home, LLC tract recorded in Volume 18065, Page 258 (O.P.R.B.C.);

THENCE: along the common line of this tract and the called 23.639 acre Cao's Home, LLC tract for the following four (4) calls:

- 1) N 40° 41' 24" E for a distance of 64.72 feet to a found 1/2-inch iron rod marking an exterior corner of this tract,
- 2) S 51° 51' 04" E for a distance of 86.33 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 3) S 74° 54' 51" E for a distance of 176.37 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 4) N 32° 38' 24" E for a distance of 435.16 feet to a found 1/2-inch iron rod marking the north corner of this tract, said iron rod also marking the east corner of the called 23.639 acre Cao's Home, LLC tract and being in the southwest line of the called 125 acre Wesley F. Honza, Jr. remainder tract recorded in Volume 2171, Page 47 (O.R.B.C.);

THENCE: along the common line of this tract, the called 125 acre Honza remainder tract, and the called 5,259 square foot Reserve Tract A, DOMINION OAKS PHASE II according to the Final Plat recorded in Volume 10357, Page 278 (O.R.B.C.) for the following two (2) calls:

- 1) S 56° 58' 22" E for a distance of 537.82 feet to a found 1/2-inch iron rod marking an angle of this tract, and
- 2) S 65° 18' 41" E, at a distance of 869.53 feet, pass a found 1/2-inch iron rod marking the west corner of the called 5,259 square foot Reserve Tract A for reference, continue for a total distance of 887.31 feet to a point for the east corner of this herein described tract, said point also marking the south corner of the called 5,259 square foot Reserve Tract A, and an angle of Lot 4, Block 2 of said DOMINION OAKS PHASE II;

THENCE: S 40° 59' 31" W along the common line of this tract, said Lot 4, Lot 3, Block 2 of said DOMINION OAKS PHASE II and Lots 5 and 4, Block 1, DOMINION OAKS PHASE I according to the Final Plat recorded in Volume 1302, Page 351 (O.R.B.C.) for a distance of 535.78 feet to a found 1/2-inch iron rod marking the most easterly south corner of this tract, said iron rod also marking the east corner of the called 13.00 acre Lee Gordon Widdison, Jr. Tract 7 recorded in Volume 8752, Page 212 (O.R.B.C.);

THENCE: along the common line of this tract and the called 13.00 acre Widdison Tract 7 for the following nineteen (19) calls:

- 1) N 68° 37' 14" W for a distance of 472.22 feet to a found wood fence post marking an interior corner of this tract,
- 2) S 36° 42' 31" W for a distance of 46.57 feet to a found wood fence post marking an angle of this tract,
- 3) S 88° 22' 40" W for a distance of 24.78 feet to a found wood fence post marking an angle of this tract,
- 4) S 17° 34' 45" W for a distance of 13.96 feet to a found wood fence post marking an angle of this tract,

- 5) S 04° 50' 42" E for a distance of 84.27 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 6) S 49° 34' 49" W for a distance of 108.66 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 7) N 83° 50' 09" W for a distance of 134.45 feet to a point for angle,
- 8) S 65° 36' 12" W for a distance of 352.19 feet to a found wood fence post marking an angle of this tract,
- 9) S 44° 30' 35" W for a distance of 13.80 feet to a found wood fence post marking an angle of this tract,
- 10) S 70° 19' 03" W for a distance of 117.78 feet to a found wood fence post marking an angle of this tract,
- 11) S 39° 06' 18" W for a distance of 181.45 feet to a point for angle,
- 12) S 61° 38' 50" W for a distance of 8.50 feet to a found wood fence post marking an angle of this tract,
- 13) S 13° 13' 56" W for a distance of 9.51 feet to a found wood fence post marking an angle of this tract,
- 14) N 53° 08' 22" W for a distance of 9.52 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 15) S 35° 59' 38" W for a distance of 190.76 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 16) S 47° 17' 59" W for a distance of 75.82 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 17) S 41° 54' 13" W for a distance of 75.23 feet to a found 1/2-inch iron rod marking an angle of this tract,
- 18) S 54° 11' 10" W for a distance of 88.93 feet to a found 1/2-inch iron rod marking an interior corner of this tract, and
- 19) S 47° 43' 17" E for a distance of 42.77 feet to a found 1/2-inch iron rod marking an exterior corner of this tract, said iron rod also marking the southwest corner of the called 13.00 acre Widdison Tract 7 and being in the northwest line of Lot 1, Block 1, AUTUMN RIDGE according to the Final Plat recorded in Volume 14870, Page 104 (O.P.R.B.C.);

THENCE: S 46° 31' 12" W along the common line of this tract and said Lot 1 for a distance of 29.56 feet to a found 1/2-inch iron rod marking the south corner of this tract, said iron rod also marking the west corner of said Lot 1 and being in the northeast right-of-way line of said Chick Lane;

THENCE: N 48° 26' 59" W along the northeast right-of-way line of said Chick Lane for a distance of 293.62 feet to the POINT OF BEGINNING and containing 29.71 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on April, 2023.



**EXHIBIT 1-B: METES AND BOUNDS DESCRIPTION OF 0.2985-ACRE RIGHT-OF-WAY TO
BE ANNEXED INTO CITY LIMITS**

**FIELD NOTES
0.2985 ACRES**

Being all that certain tract or parcel of land lying and being situated in the THOMAS J. WOOTON SURVEY, Abstract No. 59, Brazos County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the east corner of this herein described tract, said iron rod also marking the south corner of the called 29.68 acre Eden Farms, LTD. tract recorded in Volume 17660, Page 266 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), the west corner of Lot 1, Block 1, AUTUMN RIDGE SUBDIVISION according to the Final Plat recorded in Volume 14870, Page 104 (O.P.R.B.C.), being in the northeast margin of Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the ZENO PHILLIPS SURVEY, A-45;

THENCE: S 46° 31' 12" W into and through the said Chick Lane for a distance of 46.61 feet to a point for the south corner of this tract and being in the southwest margin of said Chick Lane;

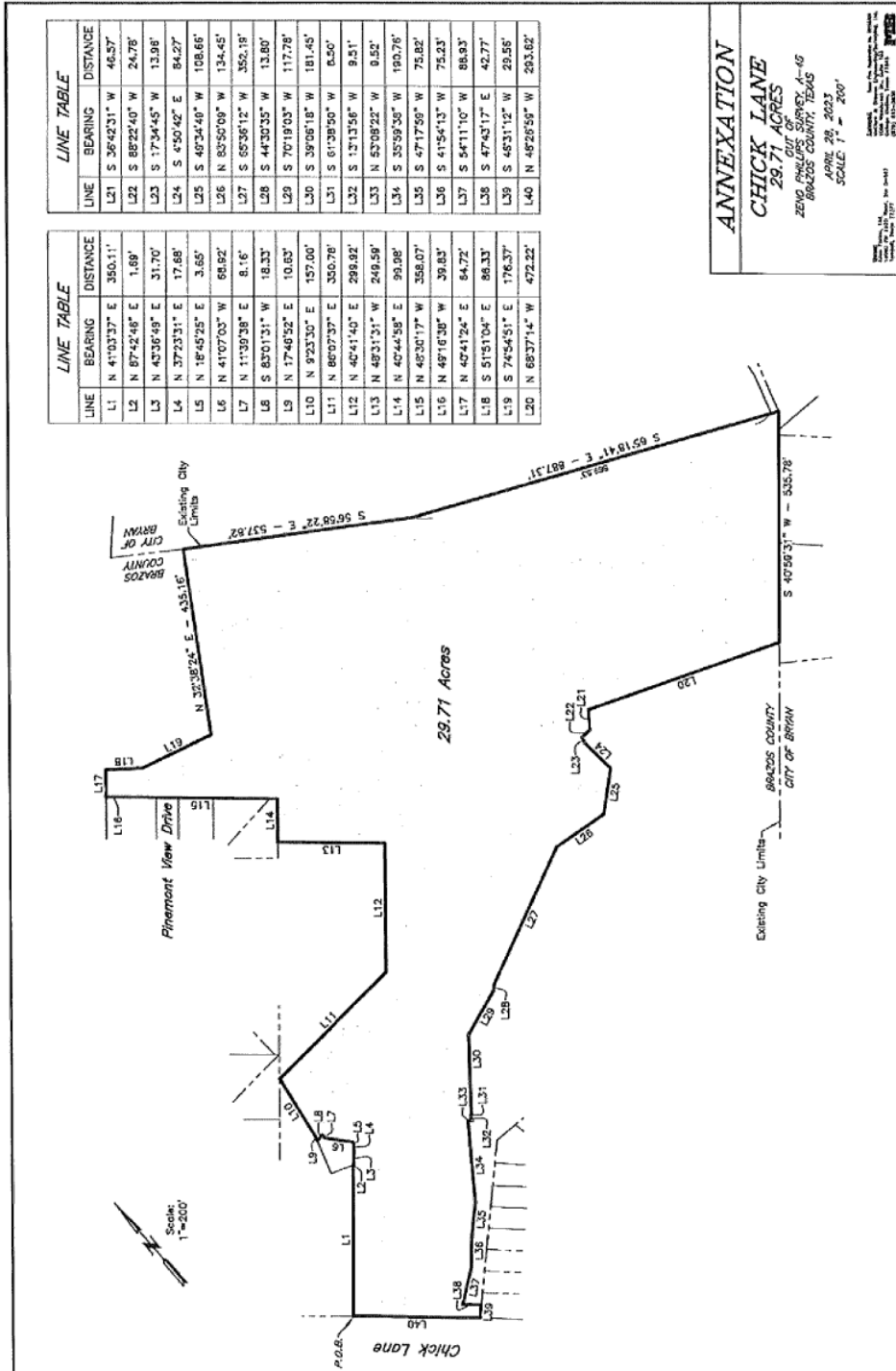
THENCE: N 47° 43' 34" W along the southwest margin of said Chick Lane and the northeast line of the called 5.88 acre Donald Wayne Manry tract recorded in Volume 4649, Page 77 of the Official Records of Brazos County, Texas (O.R.B.C.) for a distance of 289.24 feet to a point for the west corner of this herein described tract;

THENCE: N 41° 03' 37" E into and through the said Chick Lane for a distance of 42.78 feet to a found 1/2-inch iron rod marking the north corner of this tract, said iron rod also marking the most southerly west corner of the called 29.68 acre Eden Farms, LTD. tract, the south corner of the called 1.62 acre Lee Gordon Widdison, Jr. and Kimberly Widdison tract recorded in Volume 5791, Page 278 (O.R.B.C.), being in the northeast margin of said Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the said ZENO PHILLIPS SURVEY, A-45;

THENCE: S 48° 26' 59" E along the northeast margin of said Chick Lane and being at or near the common line of the said THOMAS J. WOOTON SURVEY, A-59 and the said ZENO PHILLIPS SURVEY, A-45 for a distance of 293.62 feet to the POINT OF BEGINNING and containing 0.2985 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on April, 2023.

EXHIBIT 2-A: SURVEY OF 29.71-ACRE PROPERTY TO BE ANNEXED INTO CITY LIMITS



ANNEXATION
CHICK LANE
29.71 ACRES
 ZEPH PHILLIPS SURVEY, A-48
 BRAZOS COUNTY, TEXAS
 APRIL 28, 2023
 SCALE 1" = 200'

Surveyed and Plotted by: [Name]
 Licensed Professional Surveyor, No. [Number]
 State of Texas, Commission Expires [Date]

EXHIBIT 2-B: SURVEY OF DESCRIPTION OF 0.2985-ACRE RIGHT-OF-WAY TO BE ANNEXED INTO CITY LIMITS

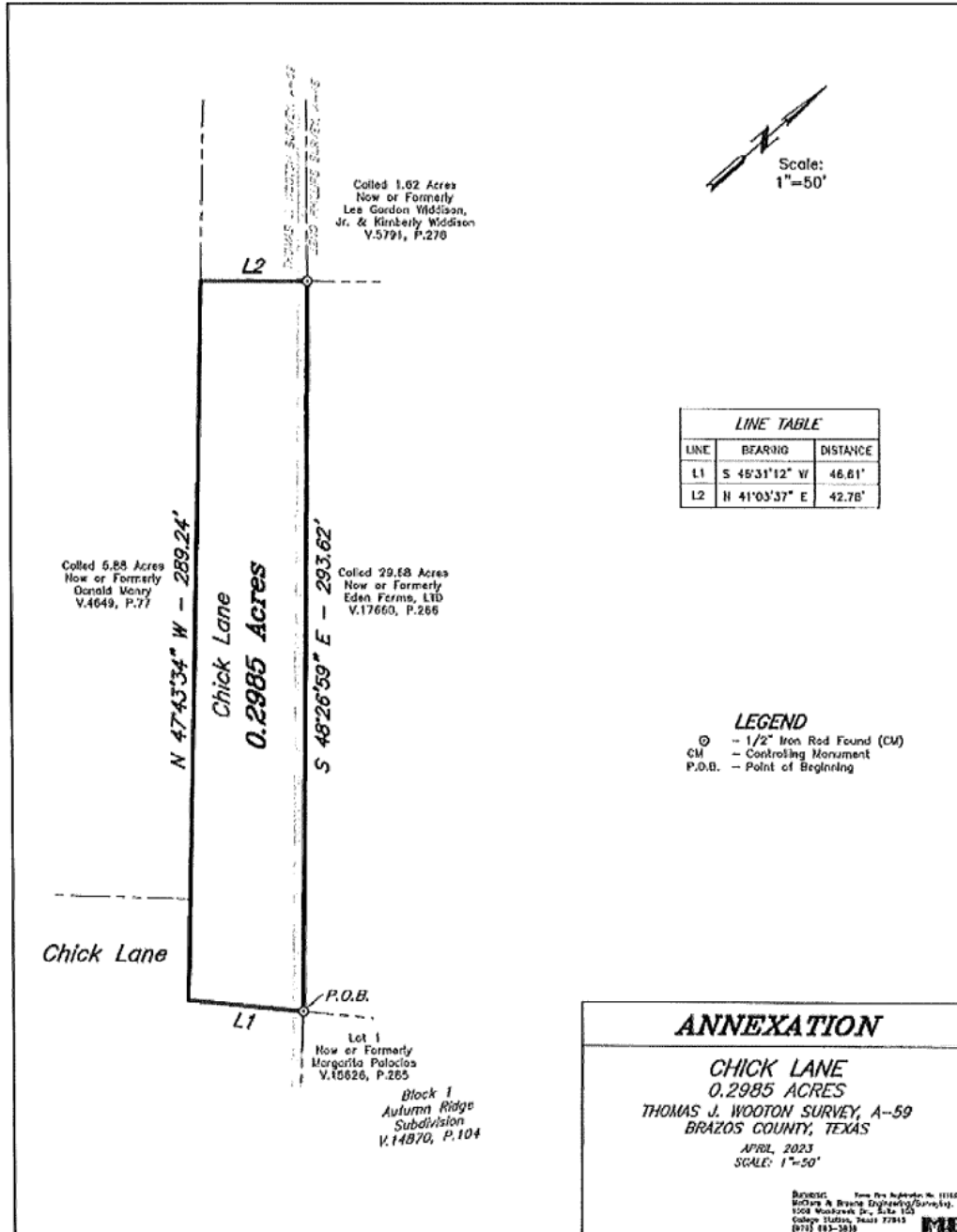


EXHIBIT 3: AERIAL MAP DEPICTING 29.71-ACRE PROPERTY TO BE ANNEXED INTO CITY LIMITS

