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Re: *Ball v City of Bryan and City of Bryan Building and Standards Commission*
Cause No. 22-002726-CV-85
Parties' Rule 11 – Demolition Schedule

Counsel:

This is a Rule 11 Agreement under the Texas Rules of Civil Procedure (“Agreement”) which memorializes the terms of a binding stipulation entered by and between Plaintiff, Donald Ball (hereinafter, “Plaintiff”), and Defendants, City of Bryan and City of Bryan Building and Standards Commission (collectively, “City Defendants”) (Plaintiff and City Defendants will collectively be referred to as the “Parties”). The Parties, through their undersigned counsel, who represent that they are duly authorized to execute this Agreement on behalf of their respective clients, hereby agree as follows:

1. Purpose:

The Parties agree to fully and finally resolve all claims and disputes asserted, or that could have been asserted, in this matter, contingent upon the demolition of the structures located at 1800 Greenfield Plaza, Bryan, Texas (“Property”).

The Parties further agree that the claims will be dismissed and the City of Bryan Building and Standards Commission’s (hereinafter, individually “BSC”) order will become enforceable as set forth herein.

2. Dismissal and Costs:

Both Parties agree to dismiss all claims and counterclaims within thirty (30) calendar days of the effective date of this Agreement. Each Party shall bear its own costs and attorney’s fees.¹

¹ City’s waiver of attorney’s fees is conditioned upon Plaintiff’s timely completion of the demolition of the Property in accordance with this Agreement.

3. **Demolition Permit Application and Review:**

Plaintiff shall have fifteen (15) calendar days from the date of dismissal of the claims and counterclaims to submit a complete application for a demolition permit for the Property. The City agrees to waive the demolition permit fee.

The City shall review the application and approve or deny the demolition permit within five (5) business days of receipt.

If the application is denied, Plaintiff shall submit supplemental information or otherwise cure the basis for denial within thirty (30) calendar days of denial.

4. **Demolition Requirements and Deadline:**

Plaintiff shall complete the demolition of the Property within ninety (90) calendar days from the date of the demolition permit being granted.

For purposes of this Agreement, “demolition” means removal of all surface improvements on the Property, excluding subsurface water, sewer, or electrical conduit and seeking any city permits required for such removal. Plaintiff will comply with all City ordinances in this process.

All personal property, debris, and other materials, including but not limited to structures, foundations, parking lots, and fences, shall be removed.

Sewer connections must be properly capped in accordance with applicable City ordinances.

In the event Plaintiff fails to complete demolition (as defined above) of the Property within the required time, the City reserves the right to perform the demolition of the Property and recover its costs of demolition, including filing a lien against the Property and / or obtaining an abstract of judgment.

The demolition deadline may be extended for force majeure events upon written agreement of the Parties.

5. **Mutual Releases:**

Each Party agrees that the dismissal of the claims and counterclaims are to act as a mutual release from any and all claims, demands, causes of action, or liabilities of any kind, whether known or unknown, arising out of or relating to the Property and the subject matter of this lawsuit.

6. **Communication and Negotiations**

The Parties agree that, unless otherwise required, all discussions regarding implementation of this Agreement and related matters shall be conducted between litigation counsel. Notwithstanding the foregoing, Plaintiff and / or Plaintiff’s contractors may communicate directly with Greg Cox and City staff regarding demolition permits, demolition requirements, and related matters.

7. **Purpose, Enforceability, and General Provisions:**

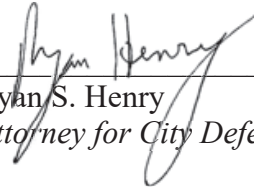
This Agreement is subject to approval by the City Council of the City of Bryan. Although executed by litigation counsel, the effective date of this Agreement shall be the date of City Council approval, projected to be **April 14, 2026**. This Agreement will be effective immediately upon City Council’s approval, without the necessity of filing unless and until a Party seeks enforcement or incorporation into a court order. This Agreement and its deadlines stated herein can only be modified or amended in writing signed by all Parties or their counsel. In the event of any breach, the non-breaching Party shall be entitled

to seek all remedies available under law. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior oral or written communications.

SIGNED on this 13th day of April, 2026.

/s/ Paul Dyson

Matt Doss
Paul Dyson
Attorneys for Plaintiff



Ryan S. Henry
Attorney for City Defendants