

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: June 24, 2014		DATE SUBMITTED: June 11, 2014	
DEPARTMENT OF ORIGIN: Executive Services		SUBMITTED BY: Frank Clark	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider authorizing the Mayor to convey a right-of-way (ROW) easement to HALCON Field Services, LLC (HALCON) for an underground pipeline through property (1.83 and 9.17 acre tracts) located off of Old Reliance Road (as described in the Exhibit A of the attached "Right of Way Agreement") and to execute a property exchange agreement with Harrison Holdings Limited Partnership (HARRISON) pertaining to approximately 9.17 acres located at the same location as the ROW easement and described in the Exhibit A of the attached "Old Reliance Road Property Exchange Agreement."			
SUMMARY STATEMENT: This agenda item is comprised of two (2) agreements. The first agreement is to convey a 40 foot wide permanent ROW easement to HALCON through a 1.83 acre and a 9.17 acre tract, both of which are located adjacent to the Castle Heights Subdivision. The 9.17 acre parcel was once "gift property" for the City of Bryan (City) to realign Carter Creek Tributary #27 and to contain a sewer easement that was originally part of an approximate 200 acre parcel owned by Richard H. Harrison, III. The second agreement is for the City to exchange with HARRISON its interest in the 9.17 acres "gift property" for an 80 foot wide electric transmission/distribution line and a sanitary sewer easement.			
<p>In the mid-to-late 1970's, Richard H. Harrison, III, conveyed, or intended to convey, to the City 9.17 acres ("gift property") out of the approximate 200 acres for use by the City for any and all purposes. The gift property is described by metes and bounds in Exhibit A to the deed recorded in Volume 410, Page 110 of the Deed Records of Brazos County, Texas. The language used in the deed for the conveyance of the 9.17 acres to the City of Bryan does not give clear title to the City. The 9.17 acres includes the Carter Creek Tributary #27 and a sewer line easement along the edge and through the center of an approximate 200 acre parcel that is currently owned by Harrison Holdings Limited Partnership.</p>			
<p>HALCON approached the City to obtain a ROW easement that includes the 9.17 and 1.83 acres. Since there is not a clear title to all of the 9.17 acres, it was determined that both the City and HARRISON would grant HALCON a 40 foot wide permanent easement through the 9.17 acres and the 1.83 acre parcels. This ROW easement will not cause significant detrimental impact to developable land on either the 9.17 acres or the 1.83 acres. HARRISON has agreed that the proceeds from the ROW easement will go to the City. HALCON has agreed to pay the City \$27,233.50 for the easement.</p>			
<p>The City desires to exchange its interest in the "gift property" in accordance with Texas Local Government Code Section 272.001 (b)(3) for an 80 foot wide electric transmission/distribution line and sanitary sewer easement. The City further desires to facilitate the development of the property by HARRISON, and enable the construction of a natural gas/oil pipeline, which will facilitate the production of minerals and increase the value of surrounding land. HARRISON is willing to give the City the easements described above and is further willing to allow the City to retain all the proceeds from the sale of the easement (\$27,233.50) in exchange for the City's agreement to convey</p>			

the “gift property”. The “gift property” will be conveyed to Harrison via special quitclaim deed. The parties agree that the conveyance of the two easements to the City is part of the City’s consideration for conveying the fee simple interest in the “gift property.”

STAFF ANALYSIS AND RECOMMENDATION: Staff recommends the City Council accept the ROW easement agreement with HALCON because it enables the construction of a natural gas/oil pipeline that will facilitate the production of minerals and increase the value of surrounding land. Proceeds from the ROW easement will be deposited in the General Fund. Staff further recommends the City Council accept the property exchange agreement with Harrison Holdings Limited Partnership for the 9.17 acres that benefits the City by eliminating the responsibility to provide maintenance to the section of the Carter Creek Tributary #27 and allows for better marketability of the property for development.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the ROW easement agreement authorizing the income of \$27,233.50 and the property exchange agreement with Harrison Holdings Limited Partnership.
2. Do not approve the ROW easement and property exchange agreements.

ATTACHMENTS:

- Attachment 1 - Google map showing location (blue outline) of 9.17 acres, 1.83 acres and the proposed Halcon pipeline (red),
- Attachment 2 - Right-of-way easement agreement
- Attachment 3 - Old Reliance Road Property Exchange Agreement
- Attachment 4 – Special Deed with and without warranty
- Attachment 5 – BTU Electrical Right of Way Easement.

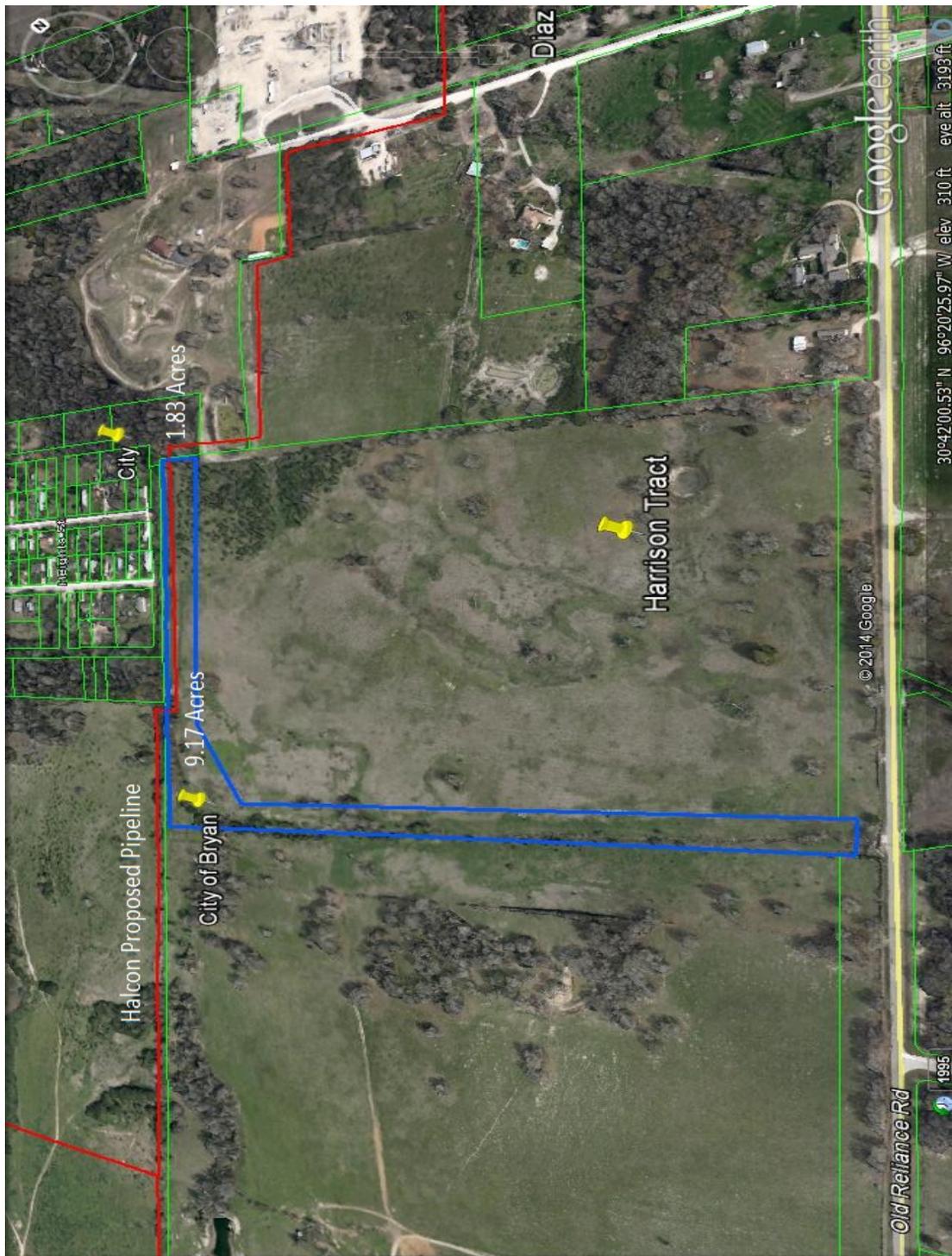
FUNDING SOURCE: NA

APPROVALS:

APPROVED FOR SUBMITTAL: Hugh R. Walker, 06/11/2014

APPROVED FOR SUBMITTAL: Janis K. Hampton, 06-11-2104

ATTACHMENT 1 - HALCON PIPELINE THRU 1.81 AND 9.17 ACRES



ATTACHMENT 2

RIGHT OF WAY AGREEMENT

STATE OF TEXAS	§	Tigerhead
COUNTY OF BRAZOS	§	Tract #2

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

CITY OF BRYAN whose mailing address is P.O. Box 1000, Bryan, Texas 77805-1000 and **HARRISON HOLDINGS LIMITED PARTNERSHIP**, whose mailing address is 2721 Osler Blvd., Bryan, Texas 77802-(hereinafter collectively referred to as “Grantor”, whether one or more), does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto **HALCON FIELD SERVICES LLC**, whose mailing address is 1000 Louisiana, Suite 6700 Houston, TX 77002, its successors and assigns (hereinafter collectively referred to as “Grantee”), a forty foot (40’) wide permanent easement and right of way (“Permanent Easement”) and a twenty foot (20’) wide temporary easement work area located adjacent to and parallel with the herein described permanent easement and right of way (“Temporary Construction Easement”), which is more particularly described in Exhibit “A” attached hereto and made a part hereof (the Permanent Easement and Temporary Construction Easement are collectively referred to herein as the “Easement”), for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, removing, replacing, reconstructing, abandoning and removing, from time to time, (a) one (1) pipeline not to exceed twenty-four inches (24”) in diameter, (b) with the option to at a later date, for no additional consideration, place an additional pipeline within the same (40) foot permanent easement and right of way, and any and all necessary or useful appurtenances thereto, above and below the ground, including but not limited to tie-overs, valves, tap valves, cathodic protection devices, rectifiers, meters, pig launchers and receivers, fences, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service for the same, and other appurtenant facilities (all of which shall be and remain the property of Grantee) for the transportation of oil, condensate, gas, water or any other material or substance which can be transported through pipelines, under, upon, over and across the Easement, which is located on the following described tracts of land to wit (hereinafter referred to as “Grantor’s Land”):

Being described as a 9.17 acre tract of land described by metes and bounds as Exhibit A in the deed to Richard H. Harrison, III, Trustee found in Volume 410, Page 110 of the Deed Records of Brazos County, Texas; and a 1.8351 acre lot in the Castle Heights Subdivision described as “Park” as shown on the plat thereof filed in Volume 134, Page 183 of the Deed Records of Brazos County, Texas.

The term of the Temporary Construction Easement shall be for a period of twelve (12) months, beginning on the Execution Date. However, if Grantee has completed its use of the Temporary Construction Easement prior to the expiration of the twelve (12) month period, then

the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

This Right of Way Agreement (“Agreement”) shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including, but not limited to (a) the right to select the exact location of the pipeline(s) within the Permanent Easement, provided that the pipeline(s) cross under the City of Bryan sewer main, and (b) the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipeline(s) and appurtenant facilities related to pipeline projects. Such rights are subordinate to the rights contained in utility easements granted to the City of Bryan, Texas, and Grantee acknowledges that nothing contained herein shall allow Grantee to interfere with, obstruct, or unreasonably endanger the rights of the City of Bryan, Texas as contained in such utility easements. Grantor further reserves the right to grant a water line easement to the City of Bryan which may cross the Easement, and which will be deemed to be superior to the Easement at each point where they intersect. Grantor reserves the right to use the said premises for all residential, agricultural, recreational, commercial and industrial purposes; provided that Grantor shall not construct any improvements on the Permanent Easement which would unreasonably interfere with Grantee’s exercise of the rights herein conveyed. Grantor, Grantor’s heirs, successors and assigns shall have the right, after review by Grantee and Grantee installation of any protective measures determined appropriate, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee’s Pipeline over and across the Permanent Easement at such place or places as Grantor may from time to time hereafter select for public or private use, provided that all of Grantee’s required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. Such crossing may include streets, roads, drives, ditches, and utilities.

Grantee shall also have the right of ingress and egress across, over, to, from and along the Easement, including the right of passage of vehicles over and across the Easement, for the purposes aforesaid, with the further right to maintain the Permanent Easement and right of way herein granted clear of trees, undergrowth and brush to the extent Grantee deems necessary for proper maintenance and patrol. Grantee may not interfere with City of Bryan operations. Specifically, Grantee agrees that it may not dig any trench within fifteen feet (15’) of any City of Bryan electrical pole or guy wires. Grantee acknowledges that any work done within the Easement must be performed in accordance with any federal, state, or local laws or regulations, including without limitation rules related to construction under power lines.

Grantor shall have the right to fully use and enjoy Grantor’s Land for all purposes as long as such purposes do not damage, destroy, injure, and/or interfere with the rights granted to Grantee by this Agreement. Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works or other structure, except fences and/or drainage ditches over the easements and right of way granted pursuant to this Agreement.

Grantee agrees that in the event the pipeline right-of-way described herein crosses through or under any existing cross fence or boundary fence on Grantor's Land which is subject to this Agreement, then at each such fence crossing, Grantee shall replace fencing with a permanent metal gate that meets with Grantor's approval, which approval shall not be unreasonably withheld. In the event that the Texas Department of Transportation, or other relevant governmental authority adopts new or increased restrictions requiring an alteration of the gate, such alteration is Grantee's responsibility. Before cutting any existing fence that crosses Grantor's Land, it shall be properly supported on either side of the contemplated opening by suitable H-braces to prevent the remainder of the fence from sagging. Upon completion of construction, during the existence of the Easement, Grantee agrees to keep all such gates installed by Grantee hereunder closed and locked with a chain and pad-lock at all times except during its entry upon and exit from Grantor's property so as to prevent, among other things, the entry onto Grantor's lands by unauthorized individuals or parties.

Grantee shall use reasonable efforts to comply with all governmental rules, regulations, and statutes regarding environmental requirements. Grantee shall indemnify and hold harmless Grantor from and against any and all claims or damages of any kind or nature whatsoever directly arising from Grantee's operations conducted pursuant to this Agreement, including, but not limited to, injury or death to persons, and damage to property, including but not limited to environmental damage excepting, however, such claims, liabilities or damages as may be due to or caused by, and in proportion to the negligent acts of Grantor, or its servants, agents or invitees.

The pipeline(s) constructed by Grantee pursuant to this Agreement, shall be buried at a minimum depth of forty-eight-inches (48") below the surface of the ground, including the bottom of ditches. At the point where the pipeline(s) will cross the City of Bryan's sanitary sewer line, as shown on Exhibit A, the pipeline(s) shall be buried at least twelve inches (12") below the bottom of the sanitary sewer line. At the point where the City of Bryan intends to install a water line in the future, as shown on Exhibit A, the pipeline(s) will be buried at least six feet (6') below the surface of the ground, including the bottom of ditches.

GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, CONTRACTS TO RELEASE, HOLD HARMLESS AND INDEMNIFY GRANTOR AND ITS DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF EVERY KIND AND CHARACTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, INCLUDING THE TIME OF CITY ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY THE GRANTOR WHICH MIGHT IN ANY WAY ARISE OUT OF GRANTEE'S, OR ITS SUCCESSORS OR ASSIGNS, OPERATIONS RELATED TO THIS RIGHT OF WAY EASEMENT AGREEMENT, NOT INCLUDING ANY CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, OR LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF KIND AND CHARACTER ARISING OUT OF THE WILLFUL MISCONDUCT OR GROSS

NEGLIGENCE OF GRANTOR, OR GRANTORS EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES.

All terms, conditions and provisions hereof, shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and Grantee. Grantee shall have the right to transfer, assign, lease, pledge and mortgage the rights granted pursuant to this Agreement, in whole or in part, to one or more assignees. This Agreement may be amended only by written instrument executed by both Grantor and Grantee and filed for record in the county where the easements are located. The provisions of this Agreement, including all benefits and burdens, shall run with and burden the Grantor's Land. Subject to all validly existing easements, rights-of-way, and prescriptive rights, all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, water interests, and other instruments that affect Grantor's Land, Grantor hereby binds itself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto Grantee and Grantee's successors when the claim is by, through or under Grantor, but not otherwise.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument executed by Grantee or its successors and assigns.

EXECUTED this the ____ day of _____, 2014.

GRANTOR

GRANTEE

CITY OF BRYAN

HALCON FIELD SERVICES, LLC

Jason P. Bienski, Mayor

Rich DiMichele

ATTEST

Title

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM

Janis K. Hampton, City Attorney

GRANTOR

HARRISON HOLDINGS LIMITED PARTNERSHIP, a Texas limited partnership

By: Harrison Holdings Management, LLC,
a Texas limited liability company,
its general partner

By: _____
Dr. Samuel H. Harrison,
Manager

STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2014 by Rich DiMichele, Halcon Field Services, LLC, a Delaware limited liability company, on behalf of such limited liability company.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF BRAZOS §

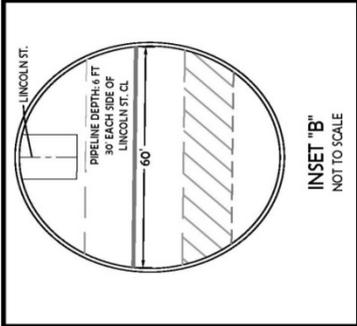
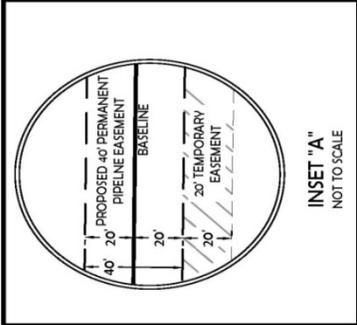
This instrument was acknowledged before me on _____, 2014 by Jason P. Bienski, Mayor for the City of Bryan.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2014 by Dr. Samuel H. Harrison, Manager of Harrison Holdings Management, LLC, a Texas limited liability company, General Partner of Harrison Holdings Limited Partnership, a Texas limited partnership.

NOTARY PUBLIC

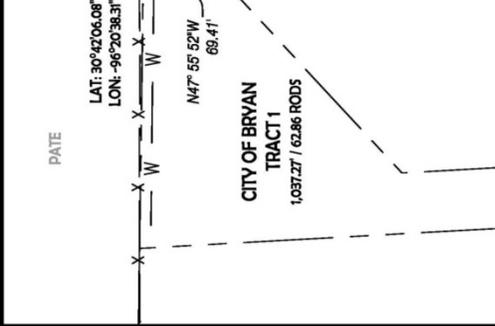


COORDINATE SYSTEM
NAD 1983 FEET TX, CENTRAL ZONE

100' 0 100' 200'
1" = 200'

LEGEND

- PROPERTY LINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXISTING SEWER LINE
- FENCE



CALCULATIONS		REVISIONS	
NO	NAME	DATE	DESCRIPTION
1286-56			
77.97		5/8/14	ISSUED FOR APPROVAL
1.18			
0.56			
N/A		5/8/14	SCALE 1"=200'
		5/8/14	1 OF 1 DRAWING NO.
			TR 04 - CITY OF BRYAN

CLIENT	
HALCON FIELD SERVICES, LLC	OWNER

TITLE	
EXHIBIT "A" TIGERHEAD 40' WIDE PIPELINE EASEMENT BRAZOS COUNTY, TX	

OWNER	
CITY OF BRYAN	

ATTACHMENT 3

STATE OF TEXAS §

COUNTY OF BRAZOS §

OLD RELIANCE ROAD PROPERTY
EXCHANGE AGREEMENT

This Agreement is entered into on this ___ day of _____ 2014, by and between the City of Bryan, Texas (“City”) a home rule municipal corporation, Harrison Holdings Limited Partnership (“Harrison”) a limited partnership operating under the laws of the State of Texas, and Halcon Field Services, LLC (“Halcon”) a limited liability company operating under the laws of the State of Delaware.

WHEREAS, Harrison is the owner of certain property consisting of an approximately 190.601 acre tract of land in Brazos County, Texas, (“Property”) which is the remainder of that approximately 210 acre tract more particularly described in the deed dated March 25, 1952, recorded in Volume 153, Page 260 of the Deed Records of Brazos County, Texas; and

WHEREAS, Richard H. Harrison, III, conveyed, or intended to convey, to the City 9.17 acres out of the Property (“Gift Property”) for use by the City for any and all purposes, without reservation, which Gift Property is described by metes and bounds in Exhibit A to the deed recorded in Volume 410, Page 110 of the Deed Records of Brazos County, Texas; and

WHEREAS, the City acquired the Gift Property as right of way for the construction, maintenance, and operation of electric facilities and sanitary sewer facilities which benefit the Property as well as neighboring properties; and

WHEREAS, Harrison is in the process of negotiating a sale of the Property which necessitates fee simple ownership across the entire 210 acre tract, and desires to have fee simple ownership to the Gift Property returned by the City; and

WHEREAS, the City has been approached by Halcon, with regards to Halcon’s desire for an easement to construct, maintain, and operate a natural gas/oil pipeline across the Gift Property and another piece of real property belonging to the City; and

WHEREAS, in accordance with Texas Local Government Code Section 272.001(b)(3) the City is entitled to exchange property acquired for right of way or easements for other property to be used for right of way or easements, as well as for cash; and

WHEREAS, the City desires to exchange its interest in the Gift Property for easements to construct, maintain, and operate electric facilities and sanitary sewer facilities, and further desires to facilitate the development of the Property by Harrison, and enable the construction of a natural gas/oil pipeline which will facilitate the production of minerals and increase the value of surrounding land; and

WHEREAS, Harrison is willing to give the City the easements described above and is further willing to allow the City to retain all the proceeds from the sale of the easement by Harrison and the City to Halcon in exchange for the City’s agreement to convey the Gift Property; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. The City agrees to convey the Gift Property Harrison via special warranty deed and deed without warranty. The parties will reach a reasonable agreement on the form of the deeds, which deeds will be executed by the City, pending approval by City Council, and will remain in the City's possession until filing.
2. Harrison agrees to convey two easements to the City, on forms to be reasonably agreed upon by the parties, for an electric transmission/distribution line easement and a sanitary sewer easement. The parties agree that the conveyance of the two easements to the City is part of the City's consideration for conveying the fee simple interest in the Gift Property.
3. Harrison and the City agree to execute a right of way easement to Halcon for a pipeline, which may be used for transfer of natural gas, oil, or any other substance transferred via pipeline. The form will be reasonably agreed to by both parties. The easement to Halcon will be made subordinate to the two easements granted to the City. The parties agree that the deed to Harrison, the two easements to the City, and the easement to Halcon shall be filed in that order.
4. Halcon agrees to pay to the City an amount equal to \$27,233.50 for the right of way easement across the Gift Property as well as the portion crossing City Property. Harrison hereby waives any and all claim to the proceeds from the sale of such right of way easement. The parties agree that the City's receipt of all the proceeds from the sale of such right of way easement to Halcon is part of the City's consideration for conveying the fee simple interest in the Gift Property to Harrison. The parties further agree that no further compensation is required to be paid by Halcon to Harrison.
5. The City will, upon receipt of payment from Halcon, cause the deeds to the Gift Property, the two easements from Harrison to the City, and the easement from Harrison and the City to Halcon to be filed in the Official Records of Brazos County, Texas. Unless the parties direct otherwise in the drafting of each form, originals will be directed to the party retaining the interest.
6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Harrison and/or Halcon shall not assign this Agreement without the written approval of the City Council, except in the case of an assignment to a subsidiary or affiliate company.
7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
8. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

9. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.
10. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
11. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
12. No Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
13. Notices. Any notices required to be provided pursuant to this Agreement are deemed provided within three (3) days after being sent via U.S. Certified Mail, Return Receipt Requested, or on the day of transmission by facsimile, email, or when hand delivered to the address provided herein. The parties agree to designate the following individuals to receive any notices required to be submitted pursuant to the terms of this Agreement

CITY OF BRYAN
Attn: City Manager
P.O. Box 1000
Bryan, Texas 77805-1000

HARRISON HOLDINGS LIMITED PARTNERSHIP
Attn: Sam Harrison
2721 Osler Blvd.
Bryan, Texas 77802-2518

HALCON FIELD SERVICES, LLC
Attn: Rich DiMichele
1000 Louisiana, Ste. 6700
Houston, Texas 77002

14. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
15. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
16. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.
17. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

18. Gender and Number. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise

EXECUTED this the ____ day of _____, 2014.

ATTEST:

CITY OF BRYAN, TEXAS

Mary Lynne Stratta, City Secretary

Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

HARRISON HOLDINGS LIMITED PARTNERSHIP, a Texas limited partnership

By: Harrison Holdings Management, LLC,
a Texas limited liability company,
its general partner

By: _____
Dr. Samuel H. Harrison,
Manager

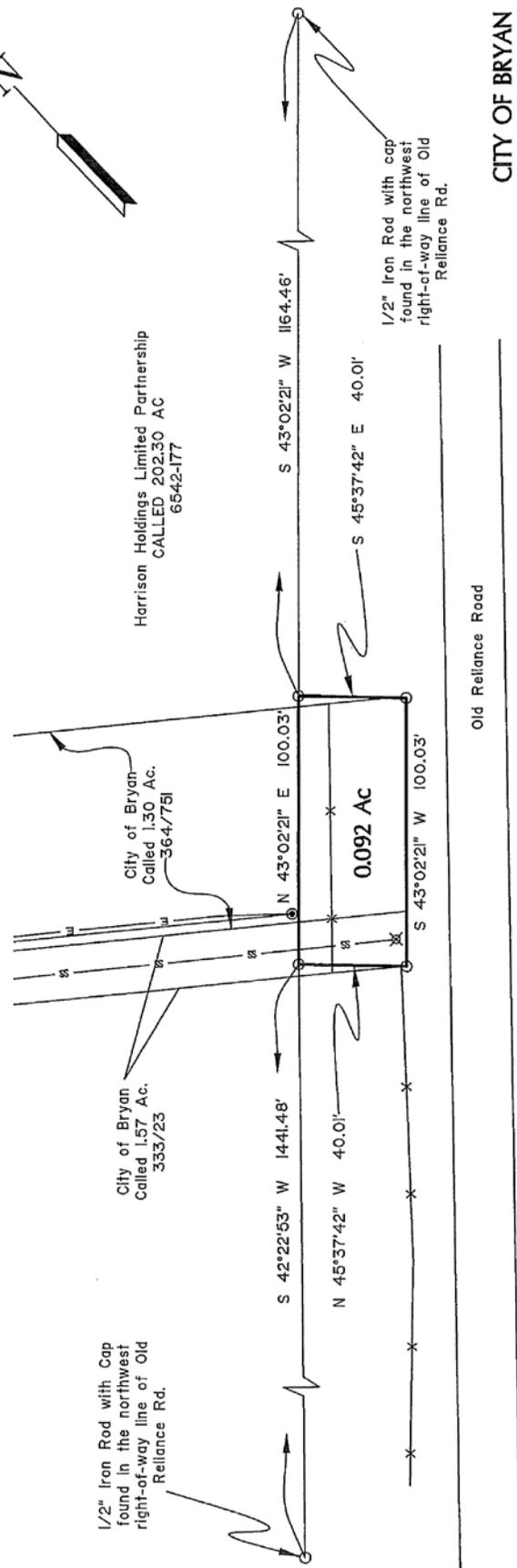
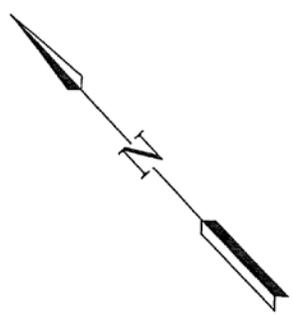
HALCON FIELD SERVICES LLC

Rich DiMichele, _____ (title)

STRONG SURVEYING
 Firm No. 10093500 email: curtis@strongsurveying.com

1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096

LEGEND
 ● Power pole
 ⊗ Sanitary Sewer Manhole



**CITY OF BRYAN
 RIGHT-OF-WAY
 FOR
 OLD RELIANCE ROAD
 OUT OF THE
 CITY OF BRYAN
 CALLED 157 ACRE TRACT
 VOLUME 333, PAGE 23 &
 THE CALLED 130 ACRE TRACT
 VOLUME 364, PAGE 751
 S. F. AUSTIN SURVEY NO. 10, A-63
 BRYAN, BRAZOS COUNTY, TEXAS
 SCALE 1"=50' MAY 23, 2014**

NOTES:
 North orientation is based on rotating the north-south line of 202.3 acre tract to Grid North NAD83(2011) Epoch 2010.00 by utilizing GPS methods.
 1/2" Iron Rod with Cap found at all corners unless otherwise noted.
 The City of Bryan 157 Acre Tract and 130 Acre tract shown on this plat is based off of their Occupied existing location on the ground, as per survey. Their location as per Deed Calls differ from their Occupied location.



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961 do hereby certify that this plat represents the results of a survey performed on the ground during the month of May, 2014, and is true and correct to the best of my knowledge.

ATTACHMENT 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

COUNTY OF BRAZOS §

Special Warranty Deed and Deed Without Warranty

Date: _____, 2014

Grantor: City of Bryan, Texas, a home rule municipal corporation

Grantor's Address: 300 South Texas Avenue, Bryan, Brazos County, Texas 77803

Grantee: Harrison Holdings Limited Partnership, a Texas limited partnership

Grantee's Address: 2721 Osler Blvd., Bryan, Texas 77802

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

Tract 1:

All that certain tract or parcel of land consisting of an approximately 4.94 acre tract or parcel of land lying and being situated in the Stephen F. Austin No. 10 League, Abstract No. 63. Brazos County, Texas, and being more particularly described as: (1) a 1.57 acre tract or parcel of land described in Deed to the City of Bryan, Texas, dated October 1, 1974, recorded in Vol. 333, P. 23, Deed Records of Brazos County, Texas, and more particularly described in Exhibit "A" attached hereto; (2) a 1.30 acre tract or parcel of land described in Deed to the City of Bryan, Texas, dated December 23, 1976, recorded in Vol. 364, P. 751, Deed Records of Brazos County, Texas, and more particularly described in Exhibit "B" attached hereto; and (3) a 2.07 acre tract or parcel of land described in Deed to the City of Bryan, Texas, dated December 26, 1977, recorded in Vol. 390, P. 431, Deed Records of Brazos County, Texas, and more particularly described in Exhibit "C" attached hereto; SAVE AND EXCEPT that certain tract or parcel of land being 0.092 acres more particularly described and shown in Exhibit "D" attached hereto.

Tract 2:

All that certain tract or parcel of land lying and being situated in the Stephen F. Austin No. 10 League, Abstract No. 63. Brazos County, Texas, and being more particularly described as the

9.17 acre tract described in Exhibit A to the correction deed filed in Vol. 410, P. 110 of the Deed Records of Brazos County, Texas, SAVE AND EXCEPT for Tract 1.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, liens and encumbrances that affect the Property; any zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the Property.

Grant of Interest:

As to Tract 1, Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee Tract 1 of the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular Tract 1 of the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

As to Tract 2, Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee Tract 2 of the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty.

As a material part of the consideration for this Special Warranty Deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or assertion with respect to the Property's condition, but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding that there are no express or implied warranties of any kind, nature, or type whatsoever from or on behalf of Grantor. Grantee has had an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Property. Such investigations and inquiries include review of any leases or contracts pertaining to the Property, the physical components of all portions of the property, a survey and inspection of the property, the present and pending zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property.

Without in any way limiting the generality of the preceding, Grantee specifically acknowledges and agrees that Grantee hereby waives, releases and discharges any claim Grantee has, might have had, or may have against Grantor with respect to the condition of the Property, whether such condition is patent or latent.

Grantee releases Grantor, Grantor's employees, officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property as of the date of this Deed. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including but not

limited to, those relating to unknown and unsuspected claims, damages and causes of action which may exist as of the date of this Deed.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the ____ day of _____, 2014.

ATTEST

**GRANTOR
CITY OF BRYAN, TEXAS**

Mary Lynne Stratta, City Secretary

Jason P. Bienski, Mayor

APPROVED AS TO FORM

Janis K. Hampton, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____ 2014 by Jason P. Bienski, Mayor of the City of Bryan, in such capacity, on behalf of said entity.

Notary Public, State of Texas

Exhibit "A"

(Description of 1.57 acre portion of Tract 1)

All that certain strip of land 20 feet in width and 3,420 feet in length, from and out of that certain 210 acre tract or parcel of land, lying and being situated in the Stephen F. Austin No. 10 League, Abstract No. 63, Brazos County, Texas, as conveyed to R. H. Harrison, III, and recorded in Volume 105, page 484, Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at a point in the northwest right-of-way line of the Old Reliance Road; said point being southwest a distance of 1,265 feet from the southeast corner of the above described 210 acre tract;

THENCE N 38° 15' W across the above described 210 acre tract for a distance of 2,155 feet to a point for corner, 10 feet southeast of the northwest boundary line of the above tract;

THENCE N 50° 15' E 10 feet southeast of and parallel to the above line, for a distance of 1,265 feet to a point in the northeast boundary line of the above described 210 acre tract for the end of this installment, and containing 1.57 acres of land.

Exhibit "B"

(Description of 1.30 acre portion of Tract 1)

All that certain strip of land, 80 feet in width and 708 feet in length, from and out of that certain 210 acre tract or parcel of land, lying and being situated in the Stephen F. Austin No. 10 League, Abstract No. 63, Brazos County, Texas, as conveyed to R. H. Harrison, III, and recorded in Volume 105, Page 484, Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at a point in the northwest right-of-way line of the Old Reliance Road; said point being southwest a distance of 1,255 feet from the southeast corner of the above described 210 acre tract;

THENCE N 38° 15' W, into the above described 210 acre tract, for a distance of 708 feet to a point for corner, 10 feet northeast of an 18" sewer main;

THENCE N 50° 15' E for a distance of 80 feet to a point for corner;

THENCE S 38° 15' E, parallel to the 18" sewer main, for a distance of 708 feet to a point for corner in the northwest right-of-way line of the Old Reliance Road;

THENCE S 50° 15' W, along the above described right-of-way line, for a distance of 80 feet to the point of beginning, containing 1.30 acres of land.

Exhibit "C"

(Description of 2.07 acre portion of Tract 1)

All that certain strip of land 80 feet in width and 1128 feet in length, from and out of that certain 210 acre tract or parcel of land, lying and being situated in the Stephen F. Austin No. 10 League, Abstract No. 63, Brazos County, Texas, as conveyed to R. H. Harrison, III, and recorded in Volume 105, Page 484, Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of the existing 80 foot easement as described in Volume 364, Page 751; said northwest corner being N 38° 15' W a distance of 708 feet from the northwest right-of-way line of the Old Reliance Road;

THENCE N 38° 15' W, along an existing 20 feet sewer easement, D.R. 333/23, for a distance of 1128 feet to a point for corner;

THENCE N 50° 15' E, parallel to the Old Reliance Road for a distance of 80 feet to a point for corner;

THENCE S 38° 15' E, parallel to the existing 20 foot sewer easement, for a distance of 1128 feet to a point for corner;

THENCE S 50° 15' W, parallel to the Old Reliance Road, for a distance of 80 feet to the point of beginning, containing 2.07 acres of land more or less.

Exhibit "D"

(Description and Depiction of .0092 acre Right of Way)

**FIELD NOTES
CITY OF BRYAN
RIGHT-OF-WAY
FOR
OLD RELIANCE ROAD
OUT OF THE
CITY OF BRYAN
CALLED 1.57 ACRES & 1.30 ACRES
VOLUME 333, PAGE 23 & VOLUME 364, PAGE 751
S. F. AUSTIN NO. 10, A – 63
BRYAN, BRAZOS COUNTY, TEXAS
MAY 23, 2014**

All that certain lot, tract or parcel of land being 0.092 of one acre situated in the S. F. AUSTIN LEAGUE NO. 10, Abstract No. 63, Brazos County, Texas and being out of the following described tracts:

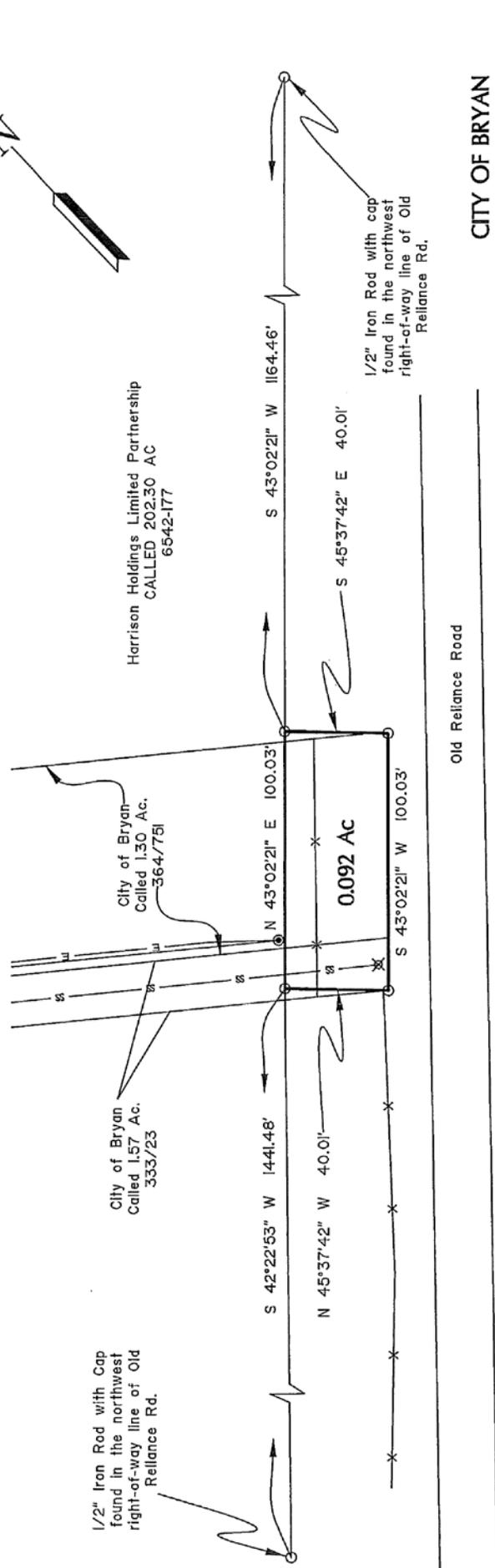
- 1) Being a part of that certain Called 1.57 acre tract as described in deed from R. H. Harrison, III to the City of Bryan of record in Volume 333, Page 23; and,
 - 2) Being a part of that certain Called 1.30 acre tract as described in deed from R. H. Harrison, III to the City of Bryan of record in Volume 364, Page 751; and,
- all tracts being Deed Records of Brazos County, Texas, said 0.092 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap found for the easterly corner, said corner being the Occupied most easterly corner of said Called 1.30 acre tract, said corner also being an angle point in the existing right-of-way line of Old Reliance Road as described in Volume 8939, Page 23;
THENCE S 43 ° 02 ' 21 " W, along the northwest right-of-way line of said Old Reliance Road a distance of 100.03 feet to a 1/2" Iron Rod with Cap found for the most southerly corner, said corner being the Occupied south corner of said Called 1.57 acre tract;
THENCE N 45 ° 37 ' 42 " W, along the northeasterly right-of-way line of said Old Reliance Road a distance of 40.01 feet to a 1/2" Iron Rod with Cap found for the most westerly corner, said corner being an angle point in the existing right-of-way line of said Old Reliance Road;
THENCE N 43 ° 02 ' 21 " E, a distance of 100.03 feet to a 1/2" Iron Rod with Cap found for the most northerly corner, said corner being an angle point in existing right-of-way line of said Old Reliance Road;
THENCE S 45 ° 37 ' 42 " E with said right-of-way line a distance of 40.01 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.092 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on May 23, 2014 under the supervision of H. Curtis Strong, Registered Professional Land Survey No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the northwest line of 202.3 acre tract to Grid North NAD83 (2011) EPOCH2010.00 by utilizing real time gps methods.

STRONG SURVEYING
 Firm No. 10093500 email: curtis@strongsurveying.com

1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096

LEGEND
 ● Power pole
 X Sanitary Sewer Manhole



**CITY OF BRYAN
 RIGHT-OF-WAY
 FOR
 OLD RELIANCE ROAD
 OUT OF THE
 CITY OF BRYAN
 CALLED 157 ACRE TRACT
 VOLUME 333, PAGE 23 &
 THE CALLED 130 ACRE TRACT
 VOLUME 364, PAGE 751
 S. F. AUSTIN SURVEY NO. 10, A-63
 BRYAN, BRAZOS COUNTY, TEXAS
 SCALE 1"=50' MAY 23, 2014**

NOTES:
 North orientation is based on rotating the northwest line of 202.3 acre tract to Grid North NAD83(2011) Epoch 2010.00 by utilizing GPS methods.
 1/2" Iron Rod with Cap found at all corners unless otherwise noted.
 The City of Bryan 1.57 Acre Tract and 1.30 Acre tract shown on this plat is based off of their Occupied existing location on the ground, as per survey. Their location as per Deed Calls differ from their Occupied location.



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961 do hereby certify that this plat represents the results of a survey performed on the ground during the month of May, 2014, and is true and correct to the best of my knowledge.

Attachment 5

**BRYAN TEXAS UTILITIES
ELECTRICAL RIGHT OF WAY EASEMENT**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZOS §

That Harrison Holdings Limited Partnership (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed and by these presents does grant and convey unto the CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation, operating its municipally owned utility known as “Bryan Texas Utilities” an ELECTRICAL RIGHT OF WAY EASEMENT and right-of-way to enter upon and to erect, construct, maintain, install, relocate, reconstruct, operate, inspect, replace, repair, patrol, and remove Utility Facilities and a service road, upon, over, under and across the tract or parcel of land described below, to wit:

All that certain lot, tract or parcel of land being six and twenty-nine hundredths (6.29) acres (hereinafter the “Easement Area”), being more particularly described by metes and bounds set forth on “Exhibit A” and a Survey Plat on “Exhibit B” attached hereto and made a part hereof for all purposes.

For purposes of this Easement grant, the phrase “Utility Facilities” shall mean and include electrical distribution lines and/or transmission lines, a variable of number of cables, conductors or wires, insulators, cross arms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, conduit, and other necessary and desirable devices relating to electric energy and/or communication.

Grantor hereby grants unto said CITY OF BRYAN, its successors and assigns, the right at any and all times to trim and/or remove without payment thereof, all trees, underbrush, or other similar or dissimilar obstructions upon the Easement Area and to trim and/or remove such hazardous trees on the adjacent land as in the judgment of said CITY OF BRYAN would interfere with or endanger said electrical lines or the operation thereof, together with the right of ingress and egress in, over, upon and across the adjacent land to access the Easement Area for purposes described herein.

Upon completion of any maintenance, repairs or other subsequent work within the Easement Area, Grantee shall promptly repair any material damage to the Easement Area and/or any other portion of Grantor’s Property caused by such work so as to restore the Area to substantially the same condition it was in prior to commencement of such maintenance, repairs, or other work.

Grantor covenants for Grantor and Grantor’s successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement Area, to grant such rights to a third party or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by the CITY OF BRYAN of the Easement Area for the purposes set forth herein. Grantor shall have the right to use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, plantings or park areas and any other like uses that do not interfere with the easements granted herein. Grantor retains the right to grant other easements that are concurrent with, but subservient

to, the rights conveyed under said CITY OF BRYAN, provided that the use of such easements does not interfere with the CITY OF BRYAN'S rights granted hereunder.

To have and to hold unto the said CITY OF BRYAN, its successors and assigns, so long as the rights and easement herein granted shall be used or are useful to the CITY OF BRYAN for the purposes herein granted upon the property herein described; and except as herein limited, Grantor hereby binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the said premises to the CITY OF BRYAN, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby covenants with, represents and warrants to said CITY OF BRYAN, that Grantor has good and marketable title to the property herein described, and has the unqualified right to grant the privileges herein contained.

The CITY OF BRYAN shall have the right to assign all or part of the rights granted to it by the terms of this agreement.

This agreement and all covenants and obligations herein shall be binding upon and shall inure to the benefit of the respective successors and assigns of each of the parties.

IN WITNESS WHEREOF, Grantor executes this instrument this ____ day of _____, 20__.

GRANTOR

Sam Harrison, _____ of
_____, General Partner
Harrison Holdings Limited Partnership

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me by Sam Harrison, as the _____ for _____, General Partner of Harrison Holdings Limited Partnership on this day of _____, 20__.

Notary Public

Exhibit A

FIELD NOTES
CITY OF BRYAN

80' WIDE UTILITY EASEMENT OUT OF THE
HARRISON HOLDINGS LIMITED PARTNERSHIP REMAINDER OF CALLED 202.3 ACRE
TRACT VOLUME 6542, PAGE 177

CITY OF BRYAN
CALLED 1.57 ACRES, 1.30 ACRES & 2.07 ACRES
VOLUME 333, PAGE 23, VOLUME 364, PAGE 751 & VOLUME 390, PAGE 431
S. F. AUSTIN NO. 10, A- 63 BRYAN, BRAZOS COUNTY, TEXAS
MAY 23, 2014

All that certain lot, tract or parcel of land being 6.29 acres situated in the S. F. AUSTIN LEAGUE NO. 10, Abstract No. 63, Brazos County, Texas and being out of the following described tracts:

- 1) Being a part of that certain Remainder of Called 202.3 acre tract as described in deed from Richard H. Harrison, III, to Harrison Holdings Limited Partnership of record in Volume 6542, Page 177 and referenced in Volume 153, Page 260;
- 2) Being all of that certain Called 1.57 acre tract as described in deed from R. H. Harrison, III to the City of Bryan of record in Volume 333, Page 23;
- 3) Being a part of that certain Called 1.30 acre tract as described in deed from R. H. Harrison, III to the City of Bryan of record in Volume 364, Page 751; and,
- 4) Being a part of that certain Called 2.07 acre tract as described in deed from R. H. Harrison, III to the City of Bryan of record in Volume 390, Page 431;

all tracts being Deed or Official Records of Brazos County, Texas, said 6.29 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Occupied northwest line of said Called 202.3 acre tract, a 1/2" Iron Rod found for the Occupied north corner of said Called 202.3 acre tract bears N 41° 51 '24" E a distance of 149.15 feet;

THENCE S 48° 08 ' 36 " E, a distance of 80.00 feet to a point for angle point;

THENCE S 41° 51 '24 "W, a distance of 224.38 feet to a point for angle point;

THENCE S 48° 08 ' 36 " E, a distance of 11.38 feet to a point for angle point;

THENCE S 41° 51 '24 "W, a distance of 80.00 feet to a point for angle point;

THENCE N 48° 08 ' 36 " W, a distance of 11.38 feet to a point for angle point;

THENCE S 41° 51 '24 "W, a distance of 914.90 feet to a point for angle point;

THENCE S 52° 21 ' 23" E, a distance of 2085.47 feet to a point in the northwest right-of-way line of Old Reliance Road as described in Volume 8939, Page 23 for the most easterly corner, a 1/2" Iron Rod with Cap found for an easterly corner in said right-of-way bears N 43° 02 '21 "E a distance of 36.09 feet;

THENCE S 43° 02 '21 "W, along the northwest right-of-way line of said Old Reliance Road a distance of 63.94 feet to a 1/2" Iron Rod with Cap found for the most southerly corner, said corner being a south corner of said right-of-way line;

THENCE N 45° 37 ' 42 "W, along the northeasterly right-of-way line of said Old Reliance Road a distance of 40.01 feet to a 1/2" Iron Rod with Cap found for angle point, said corner being an angle point in said right-of-way line;

THENCE S 42° 22 ' 53 "W, along the northwest right-of-way line of said Old Reliance Road a distance of 21.10 feet to a point for angle point;

THENCE N 52° 21 '23 "W, a distance of 2043.87 feet to a point for angle point;

THENCE S 41° 51 '24 "W, a distance of 37.80 feet to a point for angle point;

THENCE N 48° 08 ' 36 "W, a distance of 80.00 feet to a point in the Occupied northwest line of said Called 202.3 acre tract, a 60d nail found in Fence Post for the Occupied west corner of said Called 202.3 acre tract bears S 41° 51 '24 "W a distance of 2534.33 feet;

THENCE N 41° 51 '24" E, along the Occupied northwest line of said Called 202.3 acre tract a distance of 1337.30 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 6.29 ACRES OF LAND MORE OR LESS, according to a survey performed on May 23, 2014 under the supervision of H. Curtis Strong, Registered Professional Land Survey No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the northwest line of 202.3 acre tract

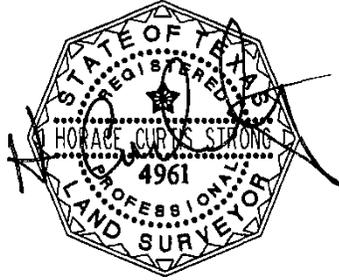


Exhibit B


STRONG SURVEYING
 1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096
 FIRM NO. 10093500 email: curtis@strongsurveying.com

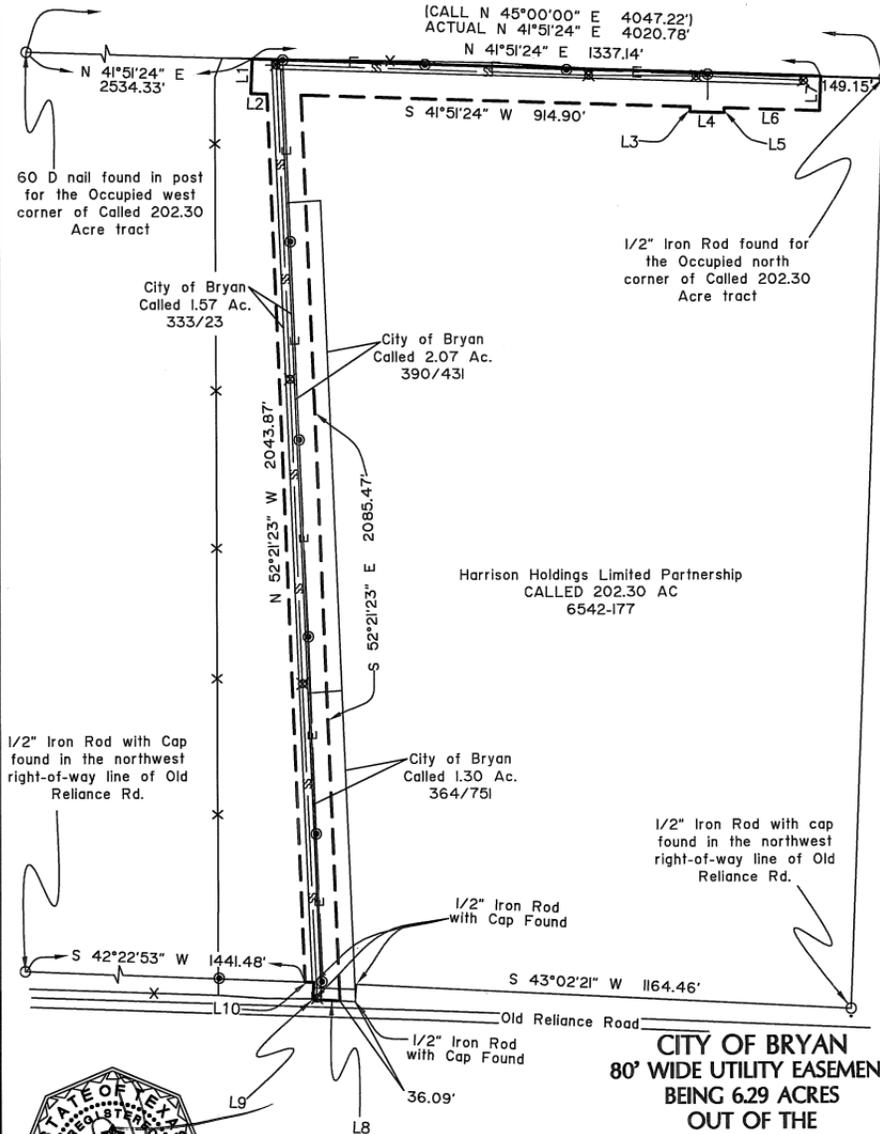
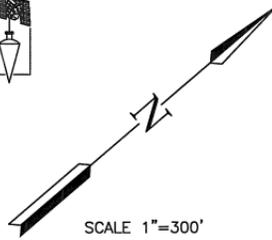
NOTES:

North orientation is based on rotating the northwest line of 202.30 acre tract to Grid North NAD83(2011) Epoch 2010.00 by utilizing GPS methods.

LEGEND

- ⊙ Power pole
- ⊗ Sanitary Sewer Manhole

LINE	BEARING	DISTANCE
L1	N 48°08'36" W	80.00'
L2	S 41°51'24" W	37.80'
L3	N 48°08'36" W	11.38'
L4	S 41°51'24" W	80.00'
L5	S 48°08'36" E	11.38'
L6	S 41°51'24" W	224.38'
L7	S 48°08'36" E	80.00'
L8	S 43°02'21" W	63.94'
L9	N 45°37'42" W	40.01'
L10	S 42°22'53" W	21.10'



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that this plat represents the results of a survey performed on the ground during the month of May, 2014 and is true and correct to the best of my knowledge.

CITY OF BRYAN
80' WIDE UTILITY EASEMENT
BEING 6.29 ACRES
OUT OF THE
HARRISON HOLDINGS LIMITED PARTNERSHIP
REMAINDER OF CALLED 202.30 ACRE TRACT
VOLUME 6542, PAGE 177
CITY OF BRYAN
CALLED 1.57 ACRES, 1.30 ACRES & 2.07 ACRES
VOLUME 333, PAGE 23, VOLUME 364, PAGE 751 &
VOLUME 390, PAGE 431
S. F. AUSTIN NO. 10, A-63
BRYAN, BRAZOS COUNTY, TEXAS
SCALE 1"=300" MAY 23, 2014