STATE OF TEXAS §

COUNTY OF BRAZOS §

FIRST AMENDED INTERLOCAL AGREEMENT

This First Amended Interlocal Agreement ("Agreement") is entered into by and between the City of Bryan ("City"), a Texas home rule municipal corporation and Brazos County ("County"), a political subdivision of the State of Texas.

WHEREAS, the respective participating governments (the "Parties") are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of governmental functions; and

WHEREAS, the Parties both maintain and operate streets, easements, and other public rights of way within their respective jurisdictions; and

WHEREAS, the Parties are cooperating with the management of the City of Bryan Brazos County Economic Development Foundation, Inc., specifically with regards to the marketing, sale, and management of land in the Texas Triangle Park and Inland Port ("Park"); and

WHEREAS, as a condition of a sale of property within the Park, the City agreed to dedicate land that was previously used as a private drive for a public street ("Mikulin Road"); and

WHEREAS, the City dedicated land described by metes and bounds, but subsequently it was determined that the road needed to be realigned and a new metes and bounds description was prepared, which is attached and incorporated herein as **Exhibit A**; and

WHEREAS, the County is agreeing to temporarily take over responsibility for maintenance of the re-designed Mikulin Road in exchange for the City's promise to take such maintenance responsibility back by annexing Mikulin Road along with the adjacent property which is subject to a 10 year non-annexation agreement effective July, 2013; and

WHEREAS, the Parties have determined that it is in the best interests of their citizens that the re-designed Mikulin Road become public and serve the Park as well as the surrounding area;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1. The recitals and exhibits are incorporated by reference as if fully set forth herein.

2. The City has dedicated Mikulin Road, which is more particularly described in **Exhibit A**, for the use and benefit of the general public through **Resolution No. 3566** which, is adopted contemporaneously with this Agreement. The City has reserved the fee simple interest over a portion of the road, which is described as Tract 3 in **Exhibit A**, and has conveyed to the public an access easement across the spur.

3. The County agrees to accept Mikulin Road into the County Road System and agrees to be responsible for maintenance of Mikulin Road in accordance with the terms of this Agreement. It is understood that the maintenance and repair of the private rail spur is the responsibility of the City or its successors, assigns, or licensees.

4. The City agrees that Mikulin Road will be annexed into the City's jurisdictional limits at the conclusion of the 10-year non-annexation agreement, effective July 2013, between the City and Axis Pipe and Tube, Inc., the purchaser of the property adjacent to Mikulin Road.

5. 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. Neither Party may assign this Agreement without prior written authorization of the other Party.

6. 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.

7. 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.

8. 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. This Agreement repeals and replaces the prior agreement of the parties regarding substantially the same subject matter which was executed on or about June 25th, 2013.

9. 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.

10. 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.

11. No Waiver. A Party's failure to take action to enforce this Agreement in the event of default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent the party from taking action to enforce this Agreement on subsequent occasions.

Executed and effective on this the 26th day of August, 2014

CITY OF BRYAN

for Jason P. Bienski, Mayor

BRAZOS COUNTY

Judge Duane Peters

ATTEST

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM

Janis K. Hampton, City Attorney

APPROVED AS TO FORM

Bill Ballard, Assistant County Attorney

Exhibit A

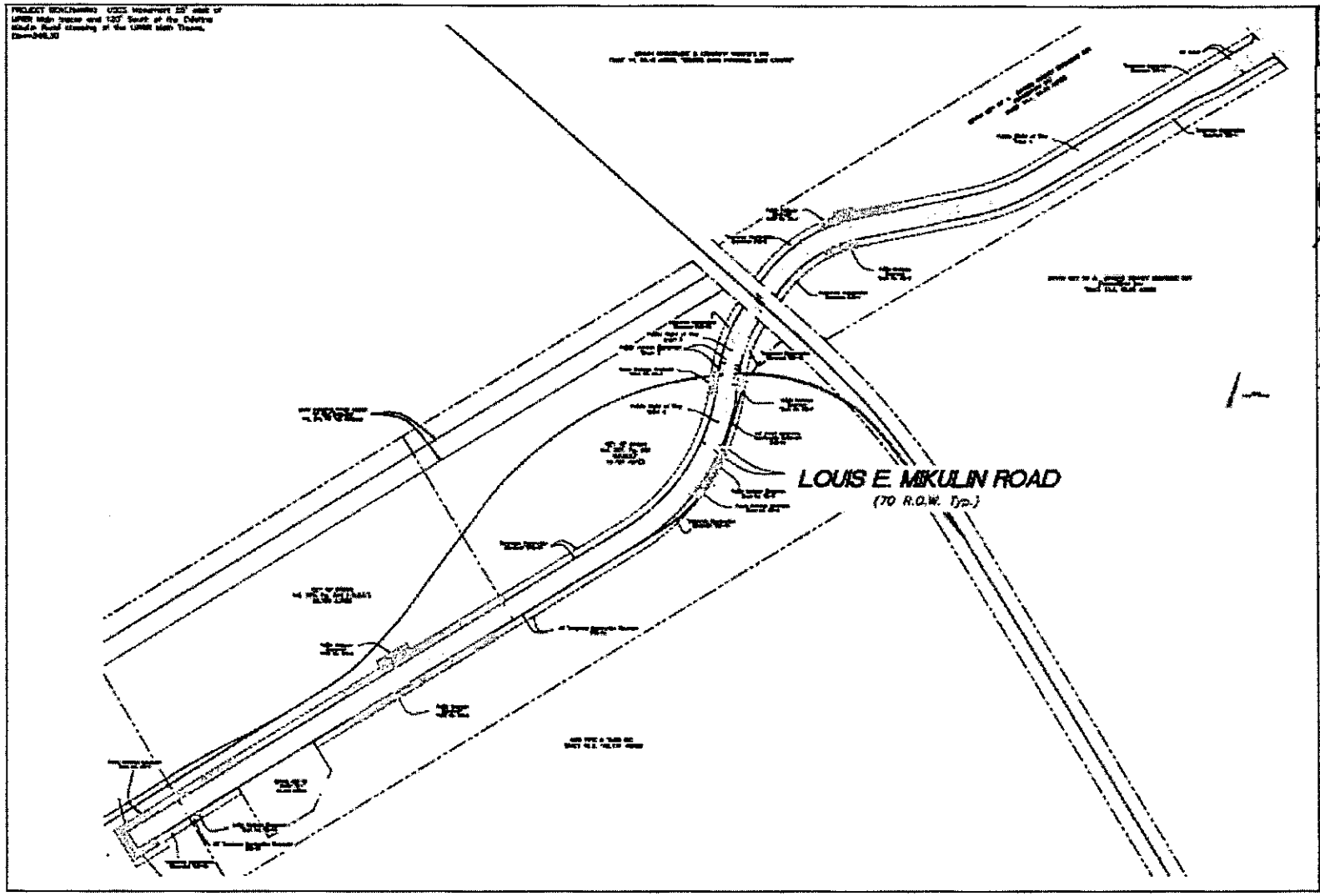
FIELD NOTES
TRACT NO. 1
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE RIGHT-OF-WAY
3.16 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A – 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 3.16 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, Brazos County, Texas and being a part of that certain Called 20.391 Acre Tract as described in deed from Lucy Harrison to The City of Bryan in Volume 312, Page 66, Deed Records of Brazos County, Texas, said 3.16 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap set in the southwest right-of-way line of State Highway No. 6 for the most easterly corner, a Rock found for the Occupied Most northeasterly corner of said Called 20.391 acre tract bears N 61 ° 37 ' W a distance of 41.59 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 76 ° 13 ' 50 °, an arc distance of 33.26 feet, a radius of 25.00 feet, and a chord of S 80 ° 16 ' 05 ° W, a distance of 30.86 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 42 ° 09 ' 10 ° W, a distance of 201.24 feet to a 1/2" Iron Rod with Cap set for angle point;
THENCE S 47 ° 51 ' 48 ° W, a distance of 100.46 feet to a 1/2" Iron Rod with Cap set for angle point;
THENCE S 42 ° 09 ' 10 ° W, a distance of 594.14 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 18 ° 50 ' 02 °, an arc distance of 259.68 feet, a radius of 790.00 feet, and a chord of S 51 ° 34 ' 11 ° W, a distance of 258.52 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 60 ° 59 ' 12 ° W, a distance of 388.55 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 44 ° 40 ' 36 °, an arc distance of 354.79 feet, a radius of 455.00 feet, and a chord of S 38 ° 38 ' 53 ° W, a distance of 345.87 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 16 ° 18 ' 35 ° W, a distance of 5.93 feet to a 1/2" Iron Rod with Cap set for a point in the southwest line of said Called 20.391 acre tract for the most southeasterly corner, said corner being located in the northeast right-of-way line of the Union Pacific Railroad, an X-Tie found for the Occupied southeast corner of said Called 20.391 acre tract bears S 65 ° 16 ' 47 " E a distance of 226.22 feet;
THENCE N 65 ° 41 ' 36 " W, along the southwest line of said Called 20.391 acre tract and the northeast right-of-way line of said Union Pacific Railroad a distance of 70.67 feet to a 1/2" Iron Rod with Cap set for the southwest corner, a 1/2" Iron Rod found for reference in the northwest line of said Called 20.391 acre tract bears N 65 ° 02 ' 09 " W a distance of 190.04 feet;

THENCE around a curve in a clockwise direction having a delta angle of 44 ° 15 ' 15 ", an arc distance of 405.50 feet, a radius of 525.00 feet, and a chord of N 38 ° 51 ' 44 " E, a distance of 395.50 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 60 ° 59 ' 12 " E, a distance of 388.55 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 236.67 feet, a radius of 720.00 feet, and a chord of N 51 ° 34 ' 11 " E, a distance of 235.61 feet to to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 42 ° 09 ' 10 " E, a distance of 864.22 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 90 ° 00 ' 00 ", an arc distance of 39.27 feet, a radius of 25.00 feet, and a chord of N 2 ° 50 ' 50 " W, a distance of 35.36 feet to a 1/2" Iron Rod with Cap set in the southwest right-of-way line of said State Highway No. 6 for the northwest corner, the calculated northwest corner of said Called 20.391 acre tract bears N 61 ° 37 ' W a distance of 338.93 feet;
THENCE S 61 ° 37 ' 00 " E, along the southwest right-of-way line of said State Highway No. 6 a distance of 127.72 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 3.16 ACRES OF LAND MORE OR LESS, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the southeast line of said Called 20.391 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR



Easement Map
LOUIS E. MIKULIN ROAD
BRAZOS COUNTY, TEXAS

1

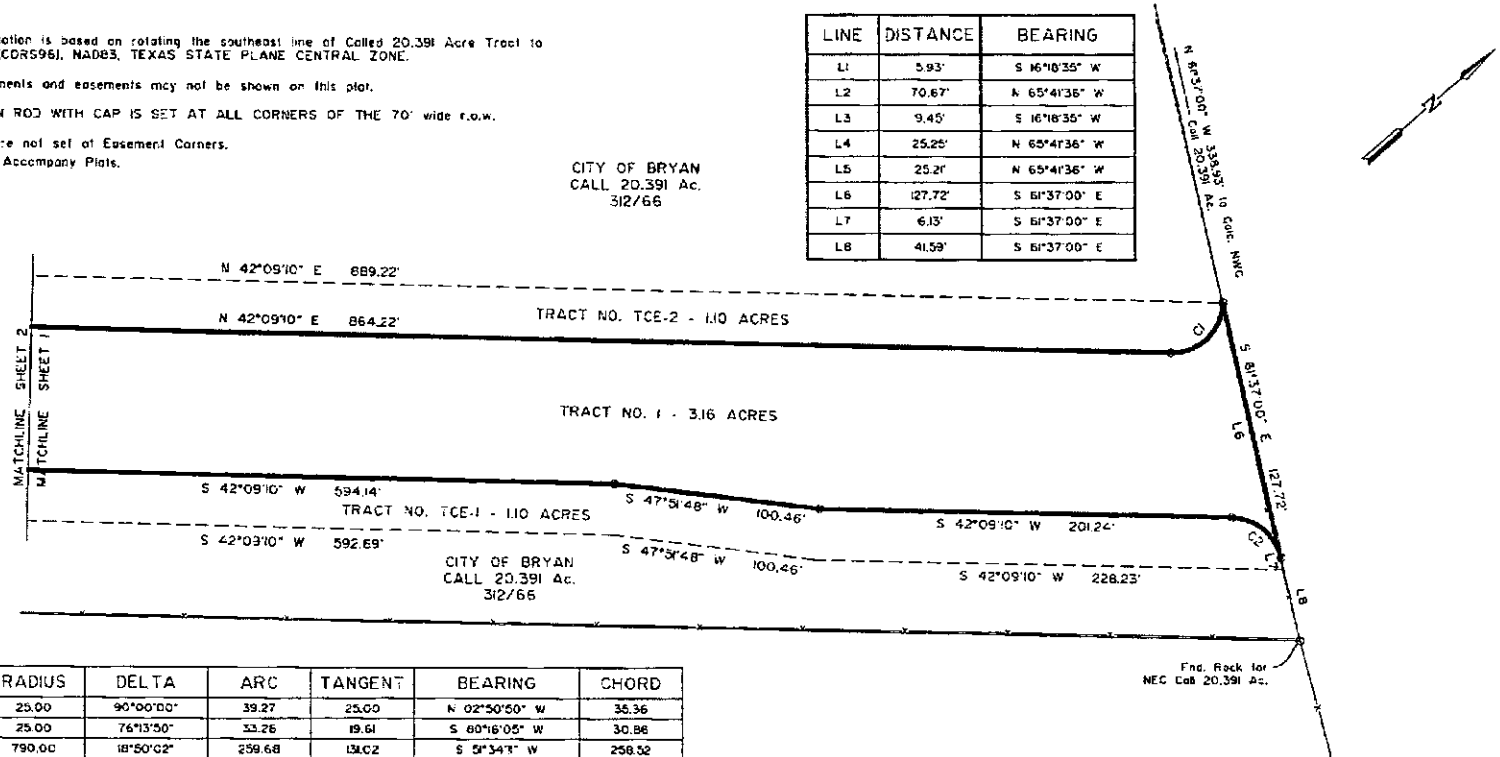
NOTES:
North Orientation is based on rotating the southeast line of Called 20.391 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany Plats.

LINE	DISTANCE	BEARING
L1	5.93'	S 16°18'35" W
L2	70.67'	N 65°41'36" W
L3	9.45'	S 16°18'35" W
L4	25.25'	N 65°41'36" W
L5	25.21'	N 65°41'36" W
L6	127.72'	S 61°37'00" E
L7	6.13'	S 61°37'00" E
L8	41.59'	S 61°37'00" E



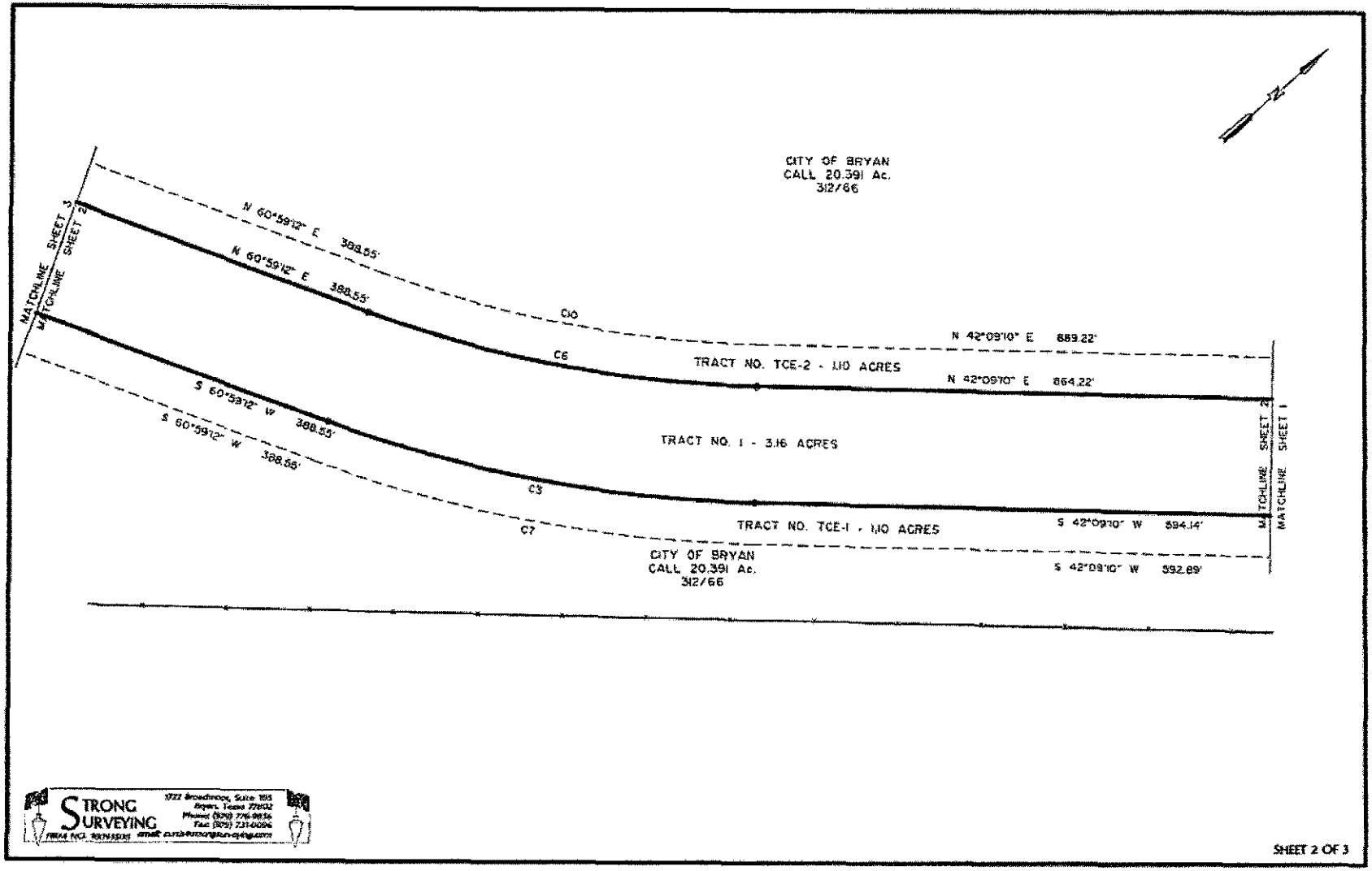
CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	25.00	90°00'00"	39.27	25.00	N 02°50'50" W	35.36
C2	25.00	76°13'50"	33.26	19.61	S 60°16'05" W	30.86
C3	790.00	18°50'02"	259.68	131.02	S 5°34'11" W	258.52
C4	455.00	44°40'36"	354.79	186.97	S 38°38'53" W	345.87
C5	525.00	44°15'05"	405.47	213.45	N 38°5'39" E	395.47
C6	720.00	18°50'02"	236.67	119.41	N 5°34'11" E	235.61
C7	815.00	18°50'02"	267.90	135.17	S 5°34'11" W	266.70
C8	430.00	44°40'36"	335.30	176.69	S 38°38'53" W	326.87
C9	550.00	43°54'19"	421.46	221.69	N 39°02'02" E	411.22
C10	695.00	18°50'02"	228.46	115.27	N 5°34'11" E	227.43

STRONG SURVEYING
1722 Broadmoor, Suite 103
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
firm# 10093300 email: curtis@strongsurveying.com

STATE OF TEXAS REGISTERED H. CURTIS STRONG 4961 LICENSED PROFESSIONAL LAND SURVEYOR

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

TRACT NO. 1
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE R.O.W.
3.16 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A - 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014
SHEET 1 OF 3



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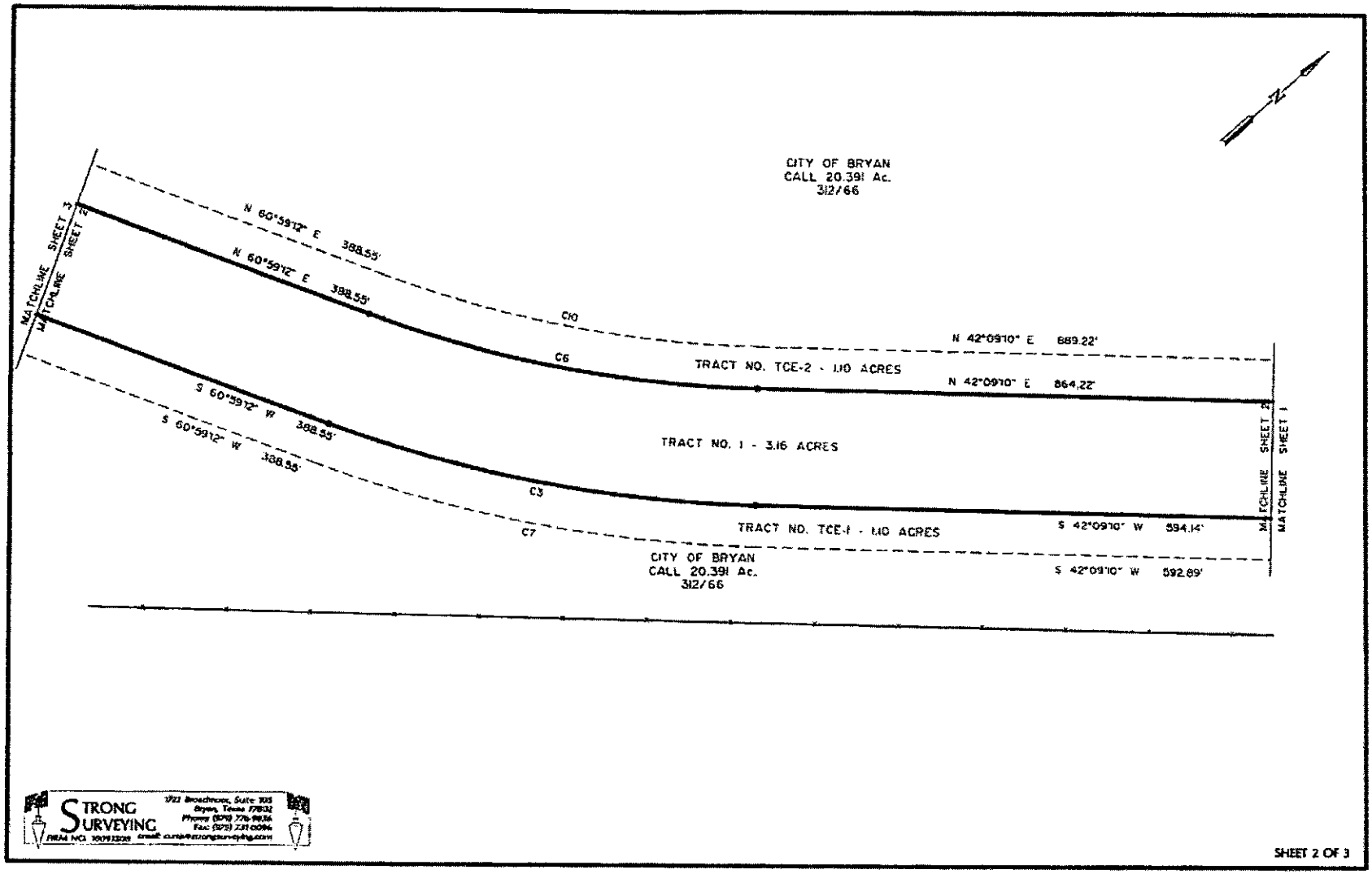
TBPLS FIRM NO. 10194500

SHEET 2 OF 3



STRONG SURVEYING
1721 Broadmoor, Suite 105
Bryan, Texas 77802
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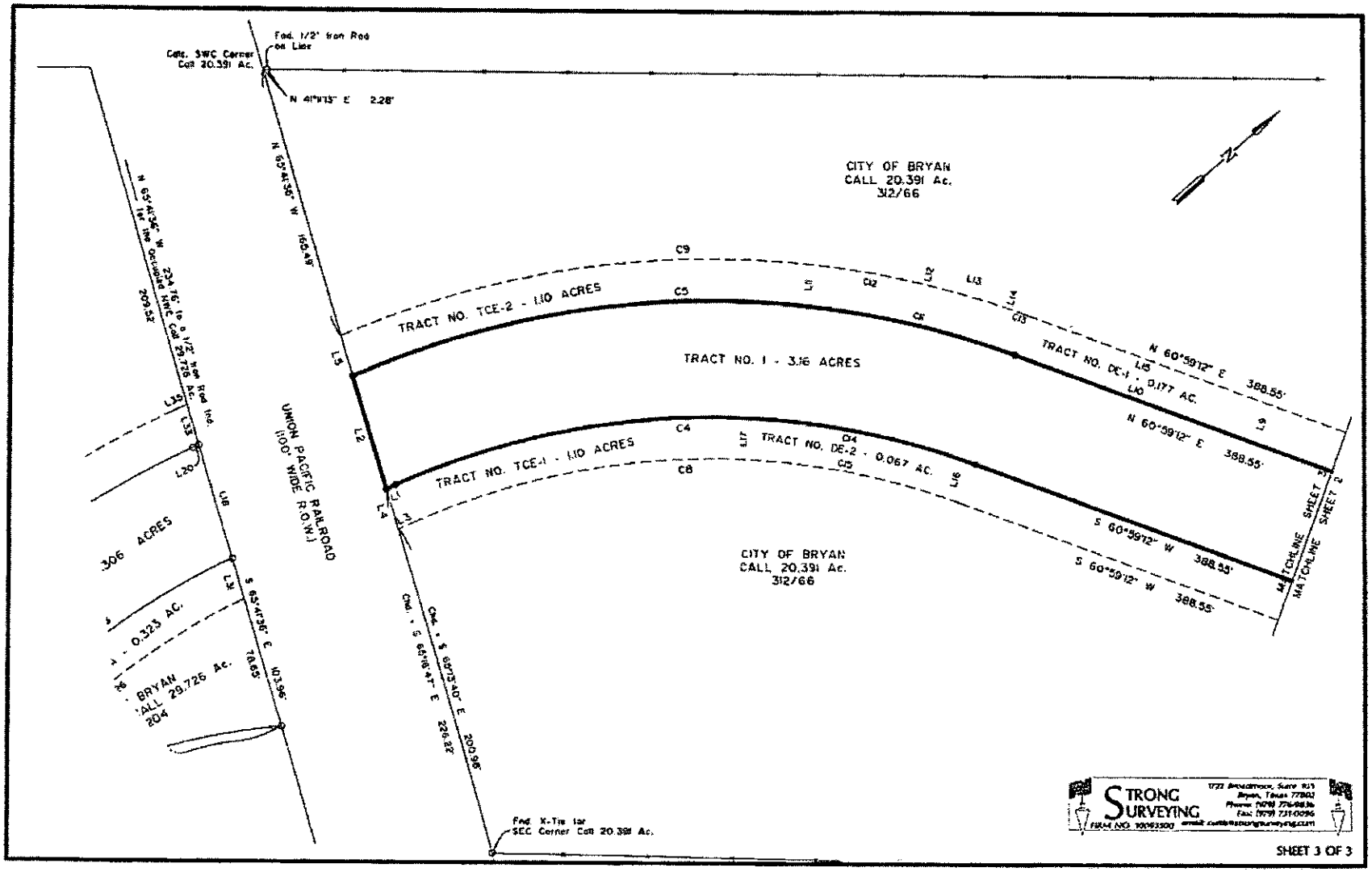
FIRM NO. 10093200 email: curtis@strongsurveying.com



Fnd. 1/2" Iron Rod on Line
Calc. SWC Corner Call 20.391 Ac.
N 41°11'13" E 2.28'
N 65°41'36" W 165.49'
N 65°41'36" W 234.76' to a 1/2" Iron Rod Ind. for the Occupied NWC Call 29.726 Ac.
209.52'
CITY OF BRYAN
CALL 20.391 Ac.
312/66
TRACT NO. TCE-2 - 1.10 ACRES
TRACT NO. 1 - 3.16 ACRES
TRACT NO. TCE-1 - 1.10 ACRES
TRACT NO. DE-1 - 0.177 AC.
TRACT NO. DE-2 - 0.067 AC.
N 60°59'12" E 388.55'
S 60°59'12" W 388.55'
MATCHLINE SHEET 3
MATCHLINE SHEET 2
UNION PACIFIC RAILROAD
(100' WIDE R.O.W.)
.306 ACRES
- 0.323 AC.
BRYAN
CALL 29.726 Ac.
204
S 65°41'36" E 103.96'
78.65'
Chd. = S 65°18'47" E 226.22'
Chd. = S 65°73'40" E 200.98'
Fnd. X-Tie for SEC Corner Call 20.391 Ac.
STRONG SURVEYING
SHEET 3 OF 3

FIELD NOTES
TRACT NO. 2 & TRACT NO. 4
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE RIGHT-OF-WAY
4.536 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200
& CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A – 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 4.536 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, and the O. WILCOX SURVEY, Abstract No. 234, Brazos County, Texas and being a part of the following tracts: 1) that certain Called 29.726 Acre Tract as described in deed from Pauline Bruce Grant to The City of Bryan of record in Volume 307, Page 204, Deed Records of Brazos County, Texas, 2) that certain Called 29.726 Acre Tract as described in deed from Ester Jane Grant McDougal to The City of Bryan of record in Volume 307, Page 200, Deed Records of Brazos County, Texas, and, 3) that certain Called 100.805 Acre Tract as described in deed from Clara M. Konecny et al to The City of Bryan of record in Volume 296, Page 216, Deed Records of Brazos County, Texas, said 4.536 acre tract being more particularly described by metes and bounds in two (2) tracts as follows:

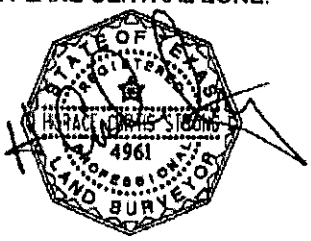
TRACT NO. 2 – 0.306 AC.

BEGINNING at a 1/2" Iron Rod with Cap set in the north line of said Called 29.736 acre tract and also being located in the southwest right-of-way line of the Union Pacific Railroad for the most northerly corner;
THENCE S 65 ° 41 ' 36 " E, along the north line of said Called 29.726 acre tract and the southwest right-of-way line of said Union Pacific Railroad a distance of 70.73 feet to a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod with Cap found for the most northerly corner of the Axis Pipe and Tube Called 23.684 acre tract as described in Volume 11505, page 7 bears S 65 ° 41 ' 36 " E a distance of 103.96 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 21 ° 37 ' 33 ", an arc distance of 171.74 feet, a radius of 455.00 feet, and a chord of S 4 ° 45 ' 07 " W, a distance of 170.72 feet to a 1/2" Iron Rod with Cap set for the southeast corner;
THENCE S 83 ° 56 ' 21 " W, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for the southwest corner;
THENCE around a curve in a clockwise direction having a delta angle of 22 ° 22 ' 14 ", an arc distance of 204.98 feet, a radius of 525.00 feet, and a chord of N 5 ° 07 ' 28 " E, a distance of 203.68 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 16 ° 18 ' 35 " E, a distance of 3.92 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.306 OF ONE ACRE IN TRACT NO. 2.

TRACT NO. 4 – 4.23 ACRES

BEGINNING at a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod with Cap found for the most northerly corner of said Called 23.684 acre tract bears N 27 ° 17 ' 23 " E a distance of 215.38 feet;
THENCE S 9 ° 53 ' 11 " E, a distance of 18.10 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 654.55 feet, a radius of 735.00 feet, and a chord of S 15 ° 37 ' 33 " W, a distance of 633.13 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve, said point also being located in the west line of said Called 23.684 acre tract, a 1/2" Iron Rod with Cap found for athe beginning of a curve on the west line of said Called 23.684 acre tract bears N 41 ° 08 ' 17 " E a distance of 107.50 feet;
THENCE S 41 ° 08 ' 17 " W, along the west line of said Called 23.684 acre tract at a distance of 1289.95 feet passing a 1/2" Iron Rod with Cap found for a westerly corner of said Called 23.684 acre tract and continuing at a distance of 1589.95 feet passing a 1/2" Iron Rod with Cap found for a westerly corner of said Called 23.684 acre tract and continuing at a distance of 1766.78 feet passing a 1/2" Iron Rod with Cap found for the most westerly corner of said Called 23.684 acre tract and continuing on across said Called 100.805 acre tract for a total distance of 1992.00 feet to a 1/2" Iron Rod with Cap set for the most southerly corner, a 1/2" Iron Rod with Cap found for an easterly corner of said Called 100.805 acre tract bears S 58 ° 07 ' 20 " E a distance of 1209.66 feet;
THENCE N 48 ° 51 ' 43 " W, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for a west corner, a Rock found for the Occupied most westerly corner of said Called 29.726 acre tract bears N 30 ° 57 ' 20 " W a distance of 604.28 feet;
THENCE N 41 ° 08 ' 17 " E, a distance of 1992.00 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 592.21 feet, a radius of 665.00 feet, and a chord of N 15 ° 37 ' 33 " E, a distance of 572.84 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 9 ° 53 ' 11 " W, a distance of 18.10 feet to a 1/2" Iron Rod with Cap set for the northwest corner, a 1/2" Iron Rod found for the Occupied northwest corner of said Called 29.726 acre tract bears N 28 ° 54 ' 46 " W a distance of 424.93 feet;
THENCE N 80 ° 06 ' 49 " E, a distance of 70.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 4.23 ACRES OF LAND MORE OR LESS IN TRACT NO. 4.

Both tracts combined containing a Total area of 4.536 acres of land more or less, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the west line of said Called 23.684 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.



NOTES:
North Orientation is based on rotating the west line of Called 23.684 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

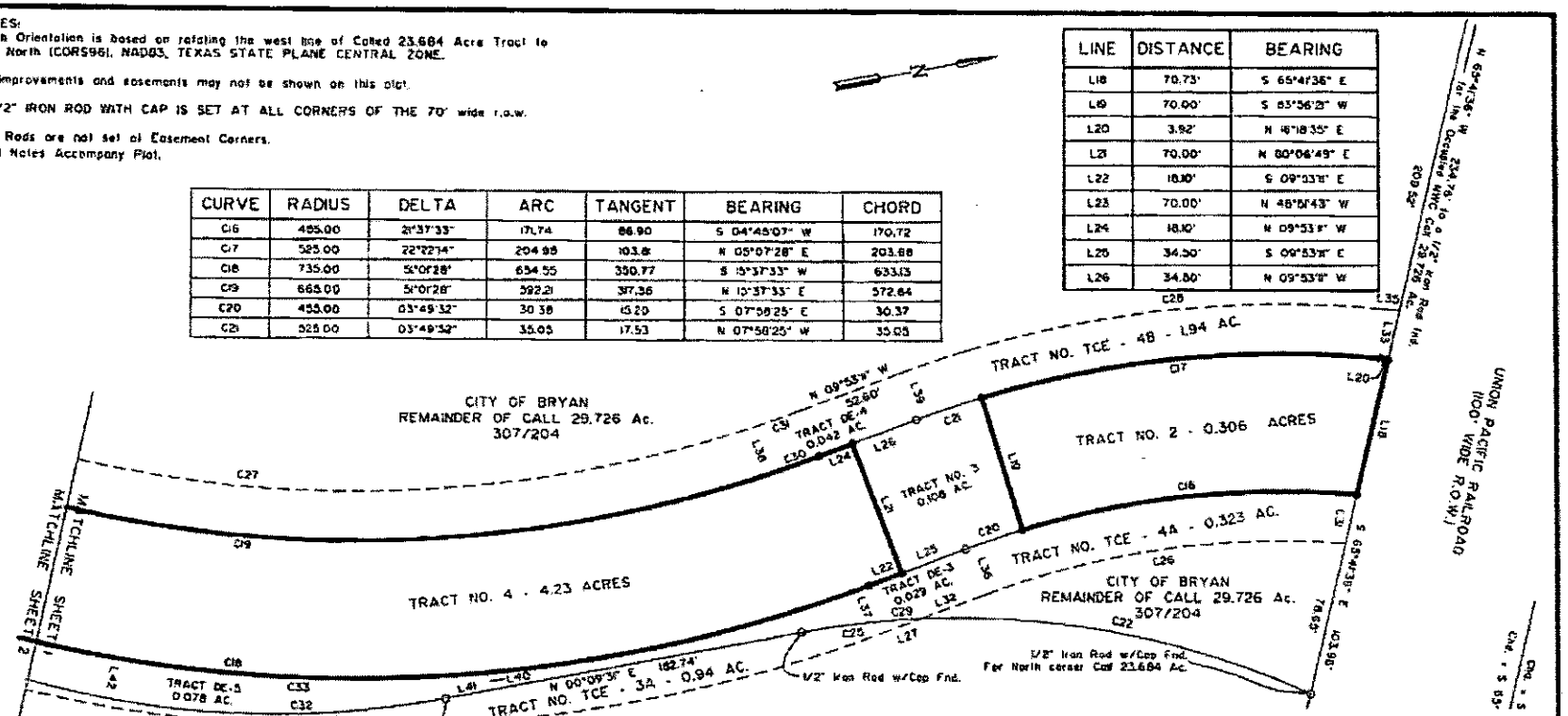
All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany Plat.

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C16	465.00	21°37'33"	171.74	86.90	S 04°45'07" W	170.72
C17	525.00	22°22'14"	204.98	103.8	N 05°07'28" E	203.68
C18	735.00	52°0'28"	654.55	350.77	S 15°37'33" W	633.03
C19	665.00	51°0'28"	592.21	317.36	N 15°37'33" E	572.64
C20	455.00	03°49'32"	30.38	15.20	S 07°58'25" E	30.37
C21	525.00	03°49'32"	35.05	17.53	N 07°58'25" W	35.05

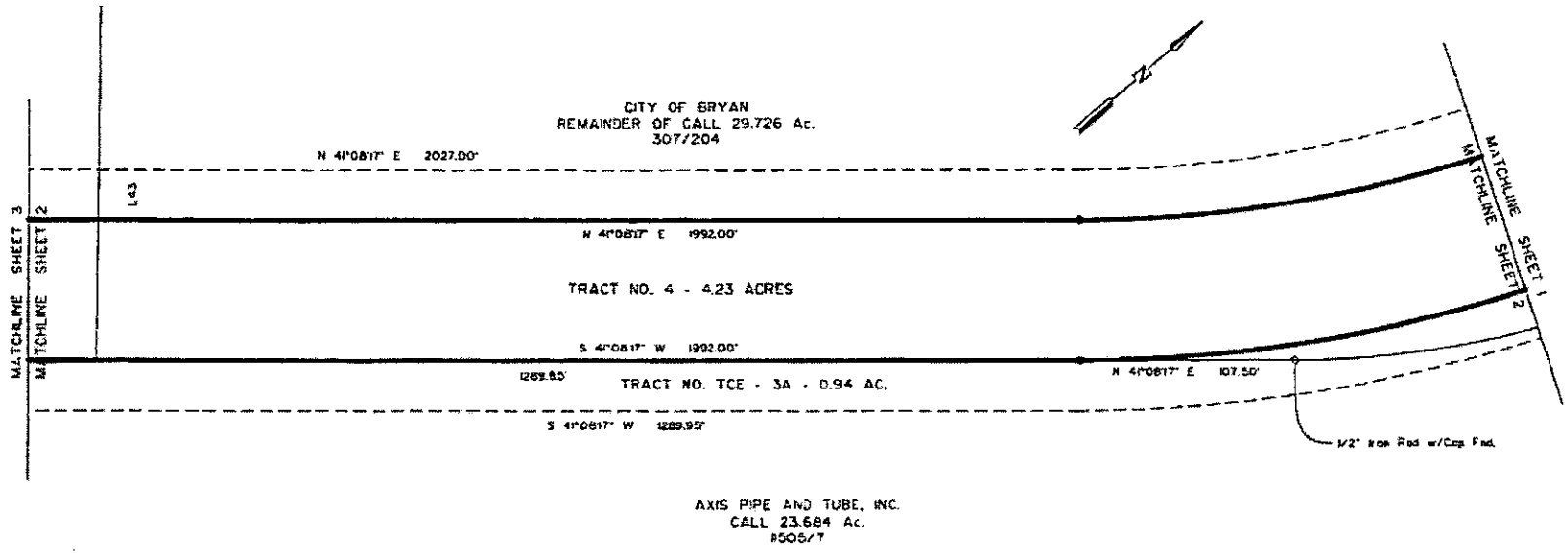
LINE	DISTANCE	BEARING
L18	70.73'	S 65°41'36" E
L19	70.00'	S 83°56'23" W
L20	3.92'	N 16°18'35" E
L21	70.00'	N 80°06'49" E
L22	18.10'	S 09°53'8" E
L23	70.00'	N 46°50'43" W
L24	18.10'	N 09°53'8" W
L25	34.50'	S 09°53'8" E
L26	34.50'	N 09°53'8" W



TRACT NO. 2 & TRACT NO. 4
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE R.O.W.
4.536 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200 &
CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A - 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
SCALE 1" = 50' JUNE 16, 2014
SHEET 1 OF 4

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

STRONG SURVEYING
FIRM NO. 10093300



STRONG SURVEYING
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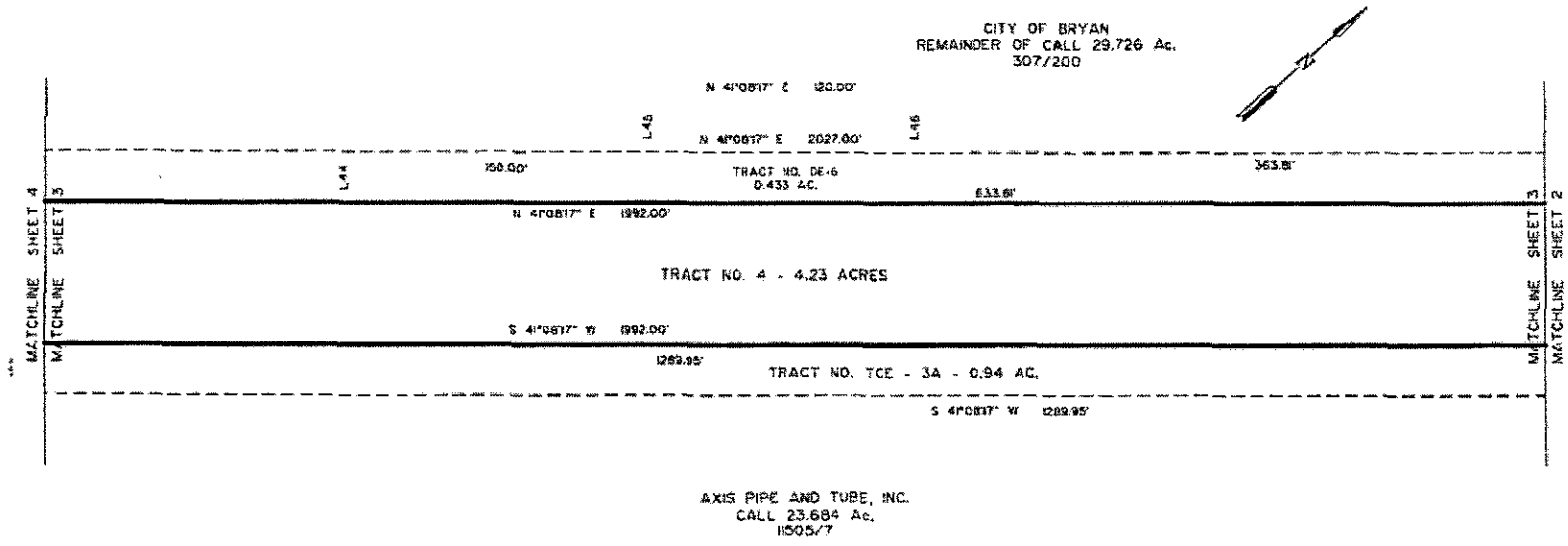
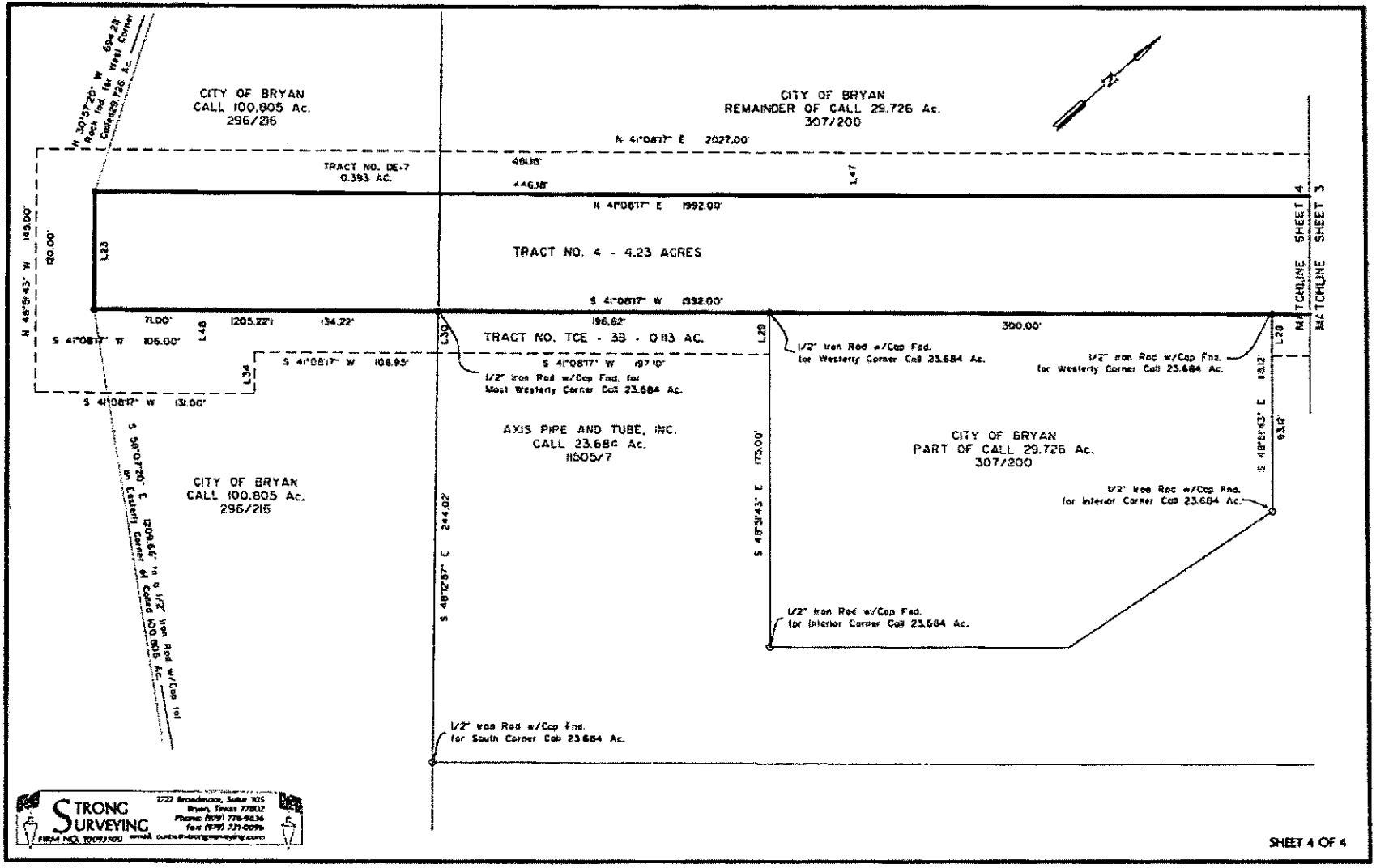
Phone: (979) 776-9836
Fax: (979) 731-0094
email: curtis@strongsurveying.com
FIRM NO. 10093300



STRONG SURVEYING
FIRM NO. 10092500


CITY OF BRYAN
CALL 100.805 Ac.
296/216
CITY OF BRYAN
REMAINDER OF CALL 29.726 Ac.
307/200
N 41°08'17" E 2027.00'
TRACT NO. DE-7
0.393 AC.
N 41°08'17" E 1992.00'
TRACT NO. 4 - 4.23 ACRES
S 41°08'17" W 1992.00'
TRACT NO. TCE - 3B - 0.113 AC.
S 41°08'17" W 106.00'
S 41°08'17" W 131.00'
S 41°08'17" W 108.95'
S 41°08'17" W 197.10'
1/2" Iron Rod w/Cap Fnd. for Most Westerly Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for Westerly Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for Westerly Corner Call 23.684 Ac.
AXIS PIPE AND TUBE, INC.
CALL 23.684 Ac.
11505/7
CITY OF BRYAN
PART OF CALL 29.726 Ac.
307/200
CITY OF BRYAN
CALL 100.805 Ac.
296/216
1/2" Iron Rod w/Cap Fnd. for Interior Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for Interior Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for South Corner Call 23.684 Ac.
MATCHLINE SHEET 4
MATCHLINE SHEET 3
STRONG SURVEYING
SHEET 4 OF 4

FIELD NOTES
TRACT NO. 3
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE RIGHT-OF-WAY
0.108 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
L. McLAUGHLIN LEAGUE, A – 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 0.108 of one acre of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, Brazos County, Texas and being a part of that certain Called 29.726 Acre Tract as described in deed from Pauline Bruce Grant to The City of Bryan of record in Volume 307, Page 204, Deed Records of Brazos County, Texas, said 0.108 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap set for the northwest corner, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 32 ° 41 ' 42 " W a distance of 360.37 feet;
THENCE N 83 ° 56 ' 21 " E, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod found for the most northerly corner of the Axis Pipe and Tube, Inc. Called 23.084 acre tract bears N 40 ° 32 ' E a distance of 107.55 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 03 ° 49 ' 32 ", an arc distance of 30.38 feet, a radius of 455.00 feet, and a chord of S 7 ° 58 ' 25 " E, a distance of 30.37 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 9 ° 53 ' 11 " E, a distance of 34.50 feet to a 1/2" Iron Rod with Cap set for the southeast corner;
THENCE S 80 ° 06 ' 49 " W, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for the southwest corner;
THENCE N 9 ° 53 ' 11 " W, a distance of 34.50 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 03 ° 49 ' 32 ", an arc distance of 35.05 feet, a radius of 525.00 feet, and a chord of N 7 ° 58 ' 25 " W, a distance of 35.05 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.108 ACRES OF LAND MORE OR LESS, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the west line of said Called 23.684 acre tract to grid north (CORS96) NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

NOTES:
North Orientation is based on rotating the west line of Called 23.684 Acre Tract to Grid North (CORS961, NAD83, TEXAS STATE PLANE CENTRAL ZONE.

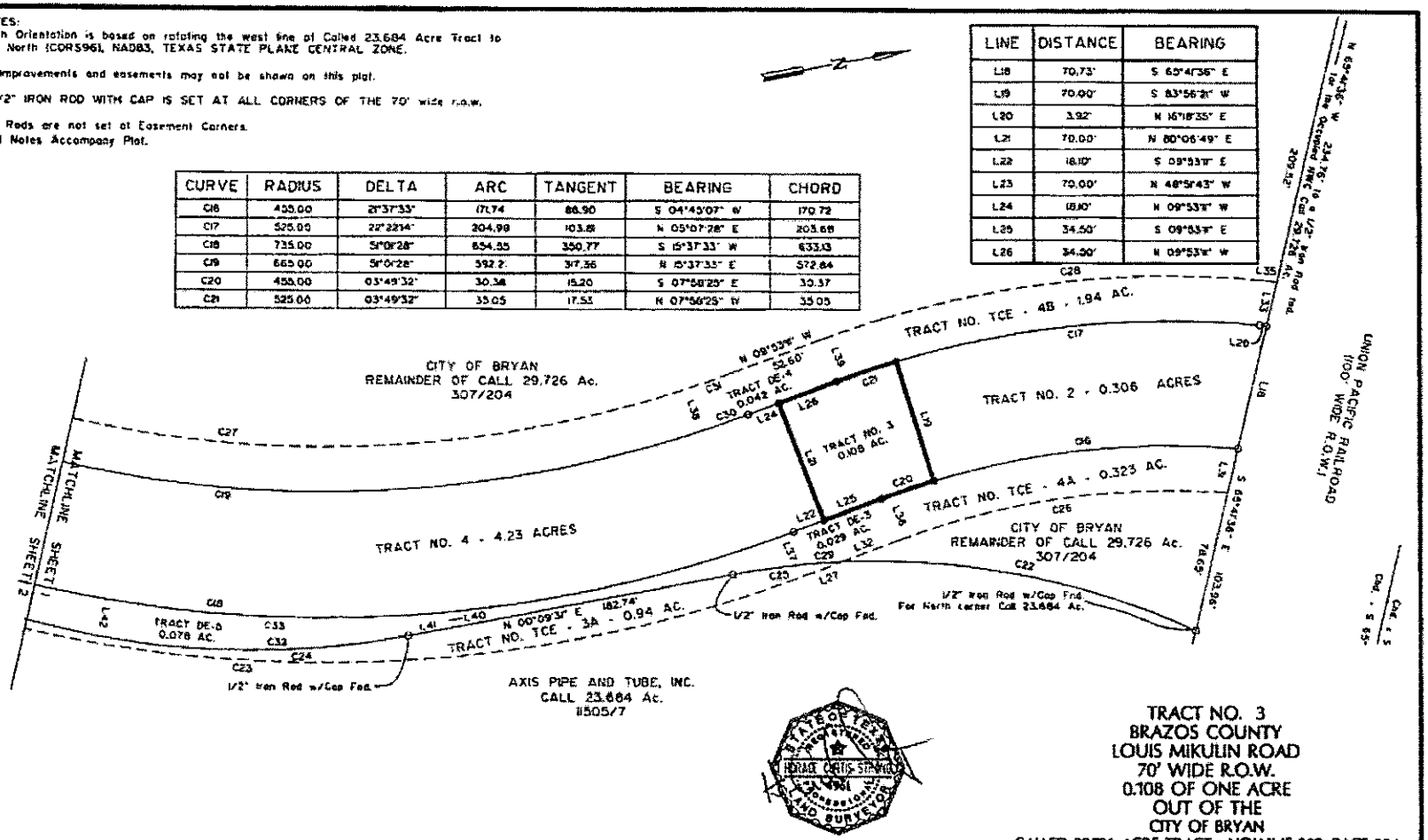
All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany Plat.

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C16	455.00	21°37'33"	171.74	86.90	S 04°45'07" W	170.72
C17	525.00	22°22'14"	204.99	103.81	N 05°07'28" E	203.68
C18	735.00	51°08'28"	654.55	350.77	S 15°37'33" W	633.13
C19	665.00	51°08'28"	592.2	317.36	N 15°37'33" E	572.84
C20	455.00	03°49'32"	30.38	15.20	S 07°58'25" E	30.37
C21	525.00	03°49'32"	35.05	17.53	N 07°58'25" W	35.05

LINE	DISTANCE	BEARING
L18	70.73'	S 65°41'36" E
L19	70.00'	S 83°56'21" W
L20	3.92'	N 16°18'35" E
L21	70.00'	N 80°06'49" E
L22	18.10'	S 09°53'11" E
L23	70.00'	N 48°51'43" W
L24	18.10'	N 09°53'11" W
L25	34.50'	S 09°53'11" E
L26	34.50'	N 09°53'11" W



STRONG SURVEYING
1777 Broadmoor, Suite 703
Bryan, Texas 77802
Phone: (979) 776-9436
Fax: (979) 777-0056
FIRM NO. 10093600 email: curtis@strongsurveying.com

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

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

TRACT NO. 3
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE R.O.W.
0.108 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
L. McLAUGHLIN LEAGUE, A - 38
BRAZOS COUNTY, TEXAS
SCALE: 1" = 50' JUNE 16, 2014

CITY OF BRYAN
The Good Life, Texas Style.

August 20, 2014

Brazos County
Attn: Judge Duane Peters
200 S. Texas Ave., Ste. 332
Bryan, Texas 77803

Re: Mikulin Road (Texas Triangle Park)

Judge Peters,

Please accept this letter as the formal request from the City of Bryan ("City") acting by and through its municipally owned utility, Bryan Texas Utilities, that Brazos County ("County") accept this re-designed Mikulin Road, more accurately described by metes and bounds on the attached **Exhibit A**, for the use and benefit of the public. Be advised that the City has reserved a fee simple interest over the portion of the road described as Tract 3 in **Exhibit A** for the purpose of operating its private rail spurt, but has conveyed an access easement to the public across the spur.

The City hereby dedicates Mikulin Road for the use and benefit of the public at large. Mikulin Road is to be a public right of way owned, controlled, and maintained by the County until such time as the road and the adjacent property are annexed into the City limits, at which point it will become a City right of way.

Regards,

Ann Horton,
Mayor Pro Tem

cc: County Engineer

RESOLUTION NO. 3566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS, REPEALING RESOLUTION NUMBER 3492; AUTHORIZING DEDICATION OF LOUIS MIKULIN ROAD TO THE PUBLIC FOR THE BENEFIT OF THE TEXAS TRIANGLE PARK; PROVIDING EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, the City of Bryan, Texas ("City") is a home rule municipality which is duly incorporated and chartered under the constitution and laws of Texas; and

WHEREAS, the City has been coordinating with Brazos County and with the City of Bryan Brazos County Economic Development Foundation, Inc. ("Foundation") in the development of an industrial park in the City's extraterritorial jurisdiction, namely the Texas Triangle Park ("Park"); and

WHEREAS, Axis Pipe and Tube, Inc. has purchased 183 acres in the Park and requires access to public right of way that will lead to Texas State Highway 6; and

WHEREAS, as a condition for granting a railroad crossing, Union Pacific requires an agreement with the entity responsible for construction and maintenance of the road, and the County is willing to temporarily accept responsibility for maintenance of the portion of Louis Mikulin Road being dedicated to the public; and

WHEREAS, the City Council previously determined that it was in the best interests of the citizens of the City to dedicate a portion of the private driveway known as Louis Mikulin Road for the use and benefit of the public and did so in Resolution Number 3492 on June 25, 2013; and

WHEREAS, due to concerns related to the design of the road from Union Pacific, the County's traffic engineer, and the engineer designing the road, the City has been asked to repeal and revise the prior dedication to realign the publicly dedicated portion of Mikulin Road; and

WHEREAS, the City Council determines that it is in the best interests of the City, County, Foundation, and the citizens of the City to repeal and replace the description of Mikulin Road as the revised version is safer and more efficient; and

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

1.

The recitals are incorporated into the text of this Resolution as if fully set forth herein for all purposes.

2.

The City Council hereby repeals Resolution Number 3492 to the extent it conflicts with this Resolution.

3.

The City Council hereby dedicates a portion of Louis Mikulin Road, more particularly described by metes and bounds in **Exhibit A**, for the use and benefit of the general public, however the City retains the fee

simple interest over that portion of Mikulin Road used for a private rail spur, more particularly described by metes and bounds as Tract 3 as shown in **Exhibit A**, and only conveys an easement to the public for access across the spur. The City, as well as its successors, assigns, or licensees, shall have the right to operate, control, repair, replace, and maintain the private rail spur provided that doing so does not unreasonably restrict the use, construction, and maintenance of Mikulin Road.

4.

The City Council authorizes the Mayor to execute a letter to the County requesting that the County accept the revised Mikulin Road as a County road and authorizes the Mayor to execute a revised interlocal agreement with the County regarding the maintenance and future annexation of the redesigned road.

5.

This Resolution shall be effective immediately upon its passage and adoption.

6.

This document was passed and approved at a public meeting in compliance with the Texas Open Meetings Act.

APPROVED AND ADOPTED at a Regular City Council Meeting on this 12th day of August, 2014.

ATTEST

Mary Lynne Stratta, City Secretary

CITY OF BRYAN

for Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

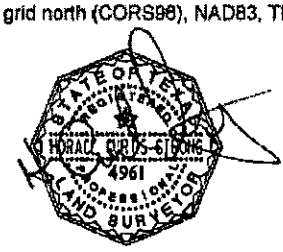
Exhibit A

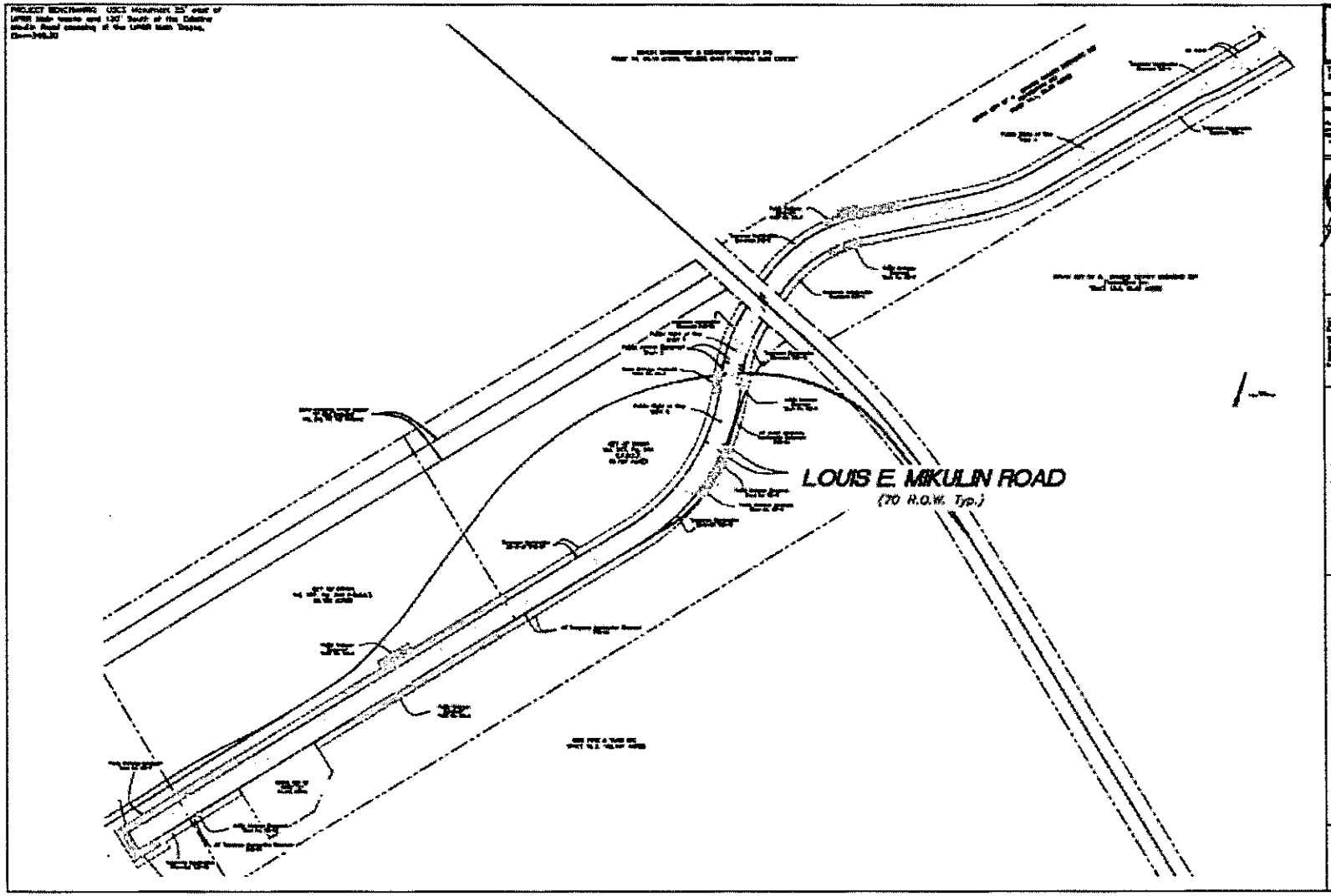
FIELD NOTES
TRACT NO. 1
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE RIGHT-OF-WAY
3.16 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A – 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 3.16 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, Brazos County, Texas and being a part of that certain Called 20.391 Acre Tract as described in deed from Lucy Harrison to The City of Bryan in Volume 312, Page 66, Deed Records of Brazos County, Texas, said 3.16 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap set in the southwest right-of-way line of State Highway No. 6 for the most easterly corner, a Rock found for the Occupied Most northeasterly corner of said Called 20.391 acre tract bears N 61 ° 37 ' W a distance of 41.59 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 76 ° 13 ' 50 ", an arc distance of 33.26 feet, a radius of 25.00 feet, and a chord of S 80 ° 16 ' 05 " W, a distance of 30.88 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 42 ° 09 ' 10 " W, a distance of 201.24 feet to a 1/2" Iron Rod with Cap set for angle point;
THENCE S 47 ° 51 ' 48 " W, a distance of 100.46 feet to a 1/2" Iron Rod with Cap set for angle point;
THENCE S 42 ° 09 ' 10 " W, a distance of 594.14 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 259.68 feet, a radius of 790.00 feet, and a chord of S 51 ° 34 ' 11 " W, a distance of 258.52 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 60 ° 59 ' 12 " W, a distance of 388.55 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 44 ° 40 ' 36 ", an arc distance of 354.79 feet, a radius of 455.00 feet, and a chord of S 38 ° 38 ' 53 " W, a distance of 345.87 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 16 ° 18 ' 35 " W, a distance of 5.93 feet to a 1/2" Iron Rod with Cap set for a point in the southwest line of said Called 20.391 acre tract for the most southeasterly corner, said corner being located in the northeast right-of-way line of the Union Pacific Railroad, an X-Tie found for the Occupied southeast corner of said Called 20.391 acre tract bears S 65 ° 16 ' 47 " E a distance of 226.22 feet;
THENCE N 65 ° 41 ' 36 " W, along the southwest line of said Called 20.391 acre tract and the northeast right-of-way line of said Union Pacific Railroad a distance of 70.67 feet to a 1/2" Iron Rod with Cap set for the southwest corner, a 1/2" Iron Rod found for reference in the northwest line of said Called 20.391 acre tract bears N 65 ° 02 ' 09 " W a distance of 190.04 feet;

THENCE around a curve in a clockwise direction having a delta angle of 44 ° 15 ' 15 ", an arc distance of 405.50 feet, a radius of 525.00 feet, and a chord of N 38 ° 51 ' 44 " E, a distance of 395.50 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 60 ° 59 ' 12 ° E, a distance of 388.55 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 236.67 feet, a radius of 720.00 feet, and a chord of N 51 ° 34 ' 11 ° E, a distance of 235.61 feet to to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 42 ° 09 ' 10 ° E, a distance of 864.22 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 90 ° 00 ' 00 ", an arc distance of 39.27 feet, a radius of 25.00 feet, and a chord of N 2 ° 50 ' 50 ° W, a distance of 35.36 feet to a 1/2" Iron Rod with Cap set in the southwest right-of-way line of said State Highway No. 6 for the northwest corner, the calculated northwest corner of said Called 20.391 acre tract bears N 61 ° 37 ' W a distance of 338.93 feet;
THENCE S 61 ° 37 ' 00 ° E, along the southwest right-of-way line of said State Highway No. 6 a distance of 127.72 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 3.16 ACRES OF LAND MORE OR LESS, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the southeast line of said Called 20.391 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.





Easement Map
LOUIS E. MIKULIN ROAD
BRAZOS COUNTY, TEXAS

1

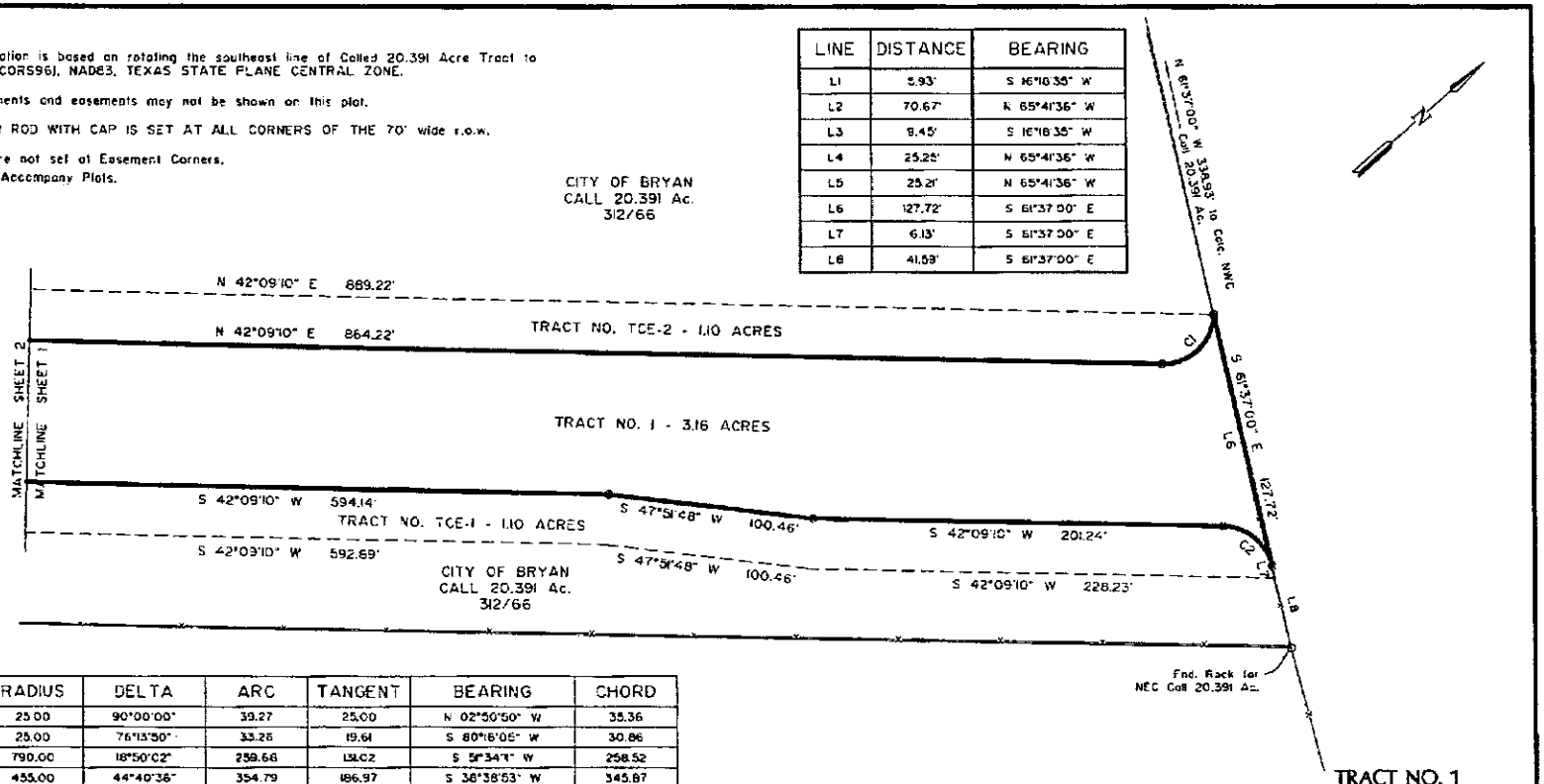
NOTES:
North Orientation is based on rotating the southeast line of Called 20.391 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany Plats.

LINE	DISTANCE	BEARING
L1	5.93'	S 16°18'35" W
L2	70.67'	N 65°41'36" W
L3	9.45'	S 16°18'35" W
L4	25.25'	N 65°41'36" W
L5	25.21'	N 65°41'36" W
L6	127.72'	S 61°37'00" E
L7	6.13'	S 61°37'00" E
L8	41.59'	S 61°37'00" E



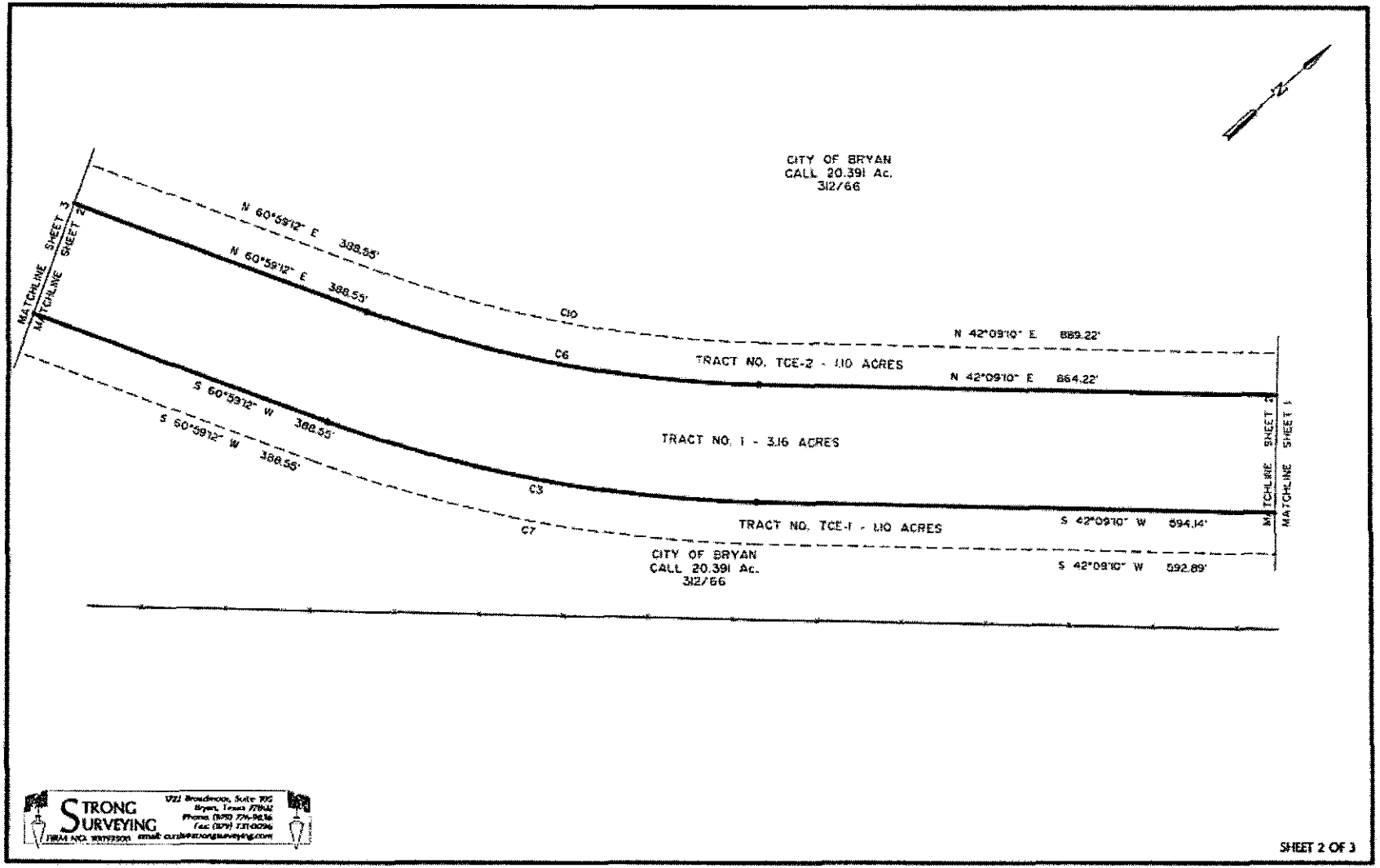
CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	25.00	90°00'00"	39.27	25.00	N 02°50'50" W	35.36
C2	25.00	76°13'50"	33.26	19.61	S 80°16'05" W	30.86
C3	790.00	18°50'02"	259.66	131.02	S 5°34'11" W	258.52
C4	455.00	44°40'36"	354.79	186.97	S 38°38'53" W	345.87
C5	525.00	44°15'05"	405.47	213.45	N 38°55'39" E	395.47
C6	720.00	18°50'02"	236.67	119.41	N 5°34'11" E	235.61
C7	815.00	18°50'02"	267.90	135.17	S 5°34'11" W	266.70
C8	430.00	44°40'36"	335.30	176.69	S 38°38'53" W	326.87
C9	550.00	43°54'19"	421.46	221.69	N 39°02'02" E	411.22
C10	695.00	18°50'02"	228.46	115.27	N 5°34'11" E	227.43

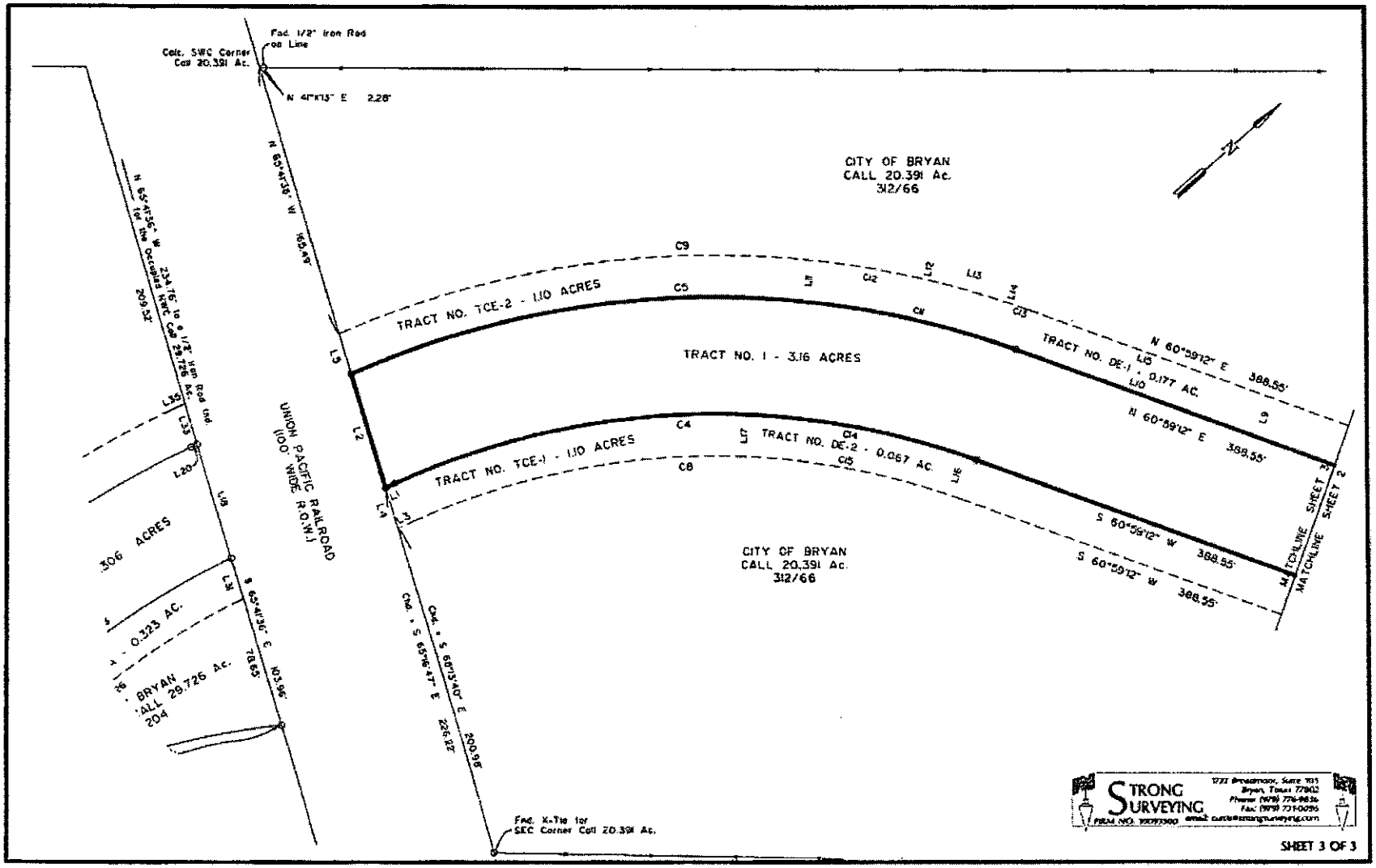
STRONG SURVEYING
1717 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
FIRM NO. 10093500 email: curtis@strongsurveying.com

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

STATE OF TEXAS
REGISTERED
H. CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

TRACT NO. 1
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE R.O.W.
3.16 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A - 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014
SHEET 1 OF 3


CITY OF BRYAN
CALL 20.391 Ac.
312/66
N 60°59'12" E 388.55'
N 60°59'12" E 388.55'
C10
C6
N 42°09'10" E 889.22'
TRACT NO. TCE-2 - 1.10 ACRES
N 42°09'10" E 864.22'
MATCHLINE SHEET 3
MATCHLINE SHEET 2
S 60°59'12" W 388.55'
S 60°59'12" W 388.55'
TRACT NO. 1 - 3.16 ACRES
C3
C7
TRACT NO. TCE-1 - 1.10 ACRES
S 42°09'10" W 594.14'
S 42°09'10" W 592.89'
CITY OF BRYAN
CALL 20.391 Ac.
312/66
MATCHLINE SHEET 2
MATCHLINE SHEET 1
STRONG SURVEYING
1721 Broadmoor, Suite 105
Bryan, Texas 77802
Phone (979) 776-9836
Fax (979) 731-0096
email: curtis@strongsurveying.com
SHEET 2 OF 3



Fnd. 1/2" Iron Rod on Line
Calc. SWC Corner Call 20.391 Ac.
N 41°11'13" E 2.28'
N 65°41'36" W 165.49'
N 65°41'36" W 234.76' to a 1/2" Iron Rod Ind. for the Occupied NWC Call 29.726 Ac.
209.52'
CITY OF BRYAN
CALL 20.391 Ac.
312/66
TRACT NO. TCE-2 - 1.10 ACRES
TRACT NO. 1 - 3.16 ACRES
TRACT NO. DE-1 - 0.177 AC.
N 60°59'12" E 388.55'
N 60°59'12" E 388.55'
TRACT NO. TCE-1 - 1.10 ACRES
TRACT NO. DE-2 - 0.067 AC.
S 60°59'12" W 388.55'
S 60°59'12" W 388.55'
MATCHLINE SHEET 3
MATCHLINE SHEET 2
UNION PACIFIC RAILROAD
(100' WIDE R.O.W.)
.306 ACRES
0.323 AC.
BRYAN
CALL 29.726 Ac.
204
S 65°41'36" E 103.96'
78.65'
Chd. = S 65°16'47" E 226.22'
Chd. = S 68°13'40" E 200.98'
Fnd. X-Tie for SEC Corner Call 20.391 Ac.
STRONG SURVEYING
SHEET 3 OF 3

FIELD NOTES
TRACT NO. 2 & TRACT NO. 4
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE RIGHT-OF-WAY
4.536 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200
& CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A – 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 4.536 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, and the O. WILCOX SURVEY, Abstract No. 234, Brazos County, Texas and being a part of the following tracts: 1) that certain Called 29.726 Acre Tract as described in deed from Pauline Bruce Grant to The City of Bryan of record in Volume 307, Page 204, Deed Records of Brazos County, Texas, 2) that certain Called 29.726 Acre Tract as described in deed from Ester Jane Grant McDougal to The City of Bryan of record in Volume 307, Page 200, Deed Records of Brazos County, Texas, and, 3) that certain Called 100.805 Acre Tract as described in deed from Clara M. Konecny et al to The City of Bryan of record in Volume 296, Page 216, Deed Records of Brazos County, Texas, said 4.536 acre tract being more particularly described by metes and bounds in two (2) tracts as follows:

TRACT NO. 2 – 0.306 AC.

BEGINNING at a 1/2" Iron Rod with Cap set in the north line of said Called 29.736 acre tract and also being located in the southwest right-of-way line of the Union Pacific Railroad for the most northerly corner;
THENCE S 65 ° 41 ' 36 " E, along the north line of said Called 29.726 acre tract and the southwest right-of-way line of said Union Pacific Railroad a distance of 70.73 feet to a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod with Cap found for the most northerly corner of the Axis Pipe and Tube Called 23.684 acre tract as described in Volume 11505, page 7 bears S 65 ° 41 ' 36 " E a distance of 103.96 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 21 ° 37 ' 33 ", an arc distance of 171.74 feet, a radius of 455.00 feet, and a chord of S 4 ° 45 ' 07 " W, a distance of 170.72 feet to a 1/2" Iron Rod with Cap set for the southeast corner;
THENCE S 83 ° 56 ' 21 " W, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for the southwest corner;
THENCE around a curve in a clockwise direction having a delta angle of 22 ° 22 ' 14 ", an arc distance of 204.98 feet, a radius of 525.00 feet, and a chord of N 5 ° 07 ' 28 " E, a distance of 203.68 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 16 ° 18 ' 35 " E, a distance of 3.92 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.306 OF ONE ACRE IN TRACT NO. 2.

TRACT NO. 4 – 4.23 ACRES

BEGINNING at a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod with Cap found for the most northerly corner of said Called 23.684 acre tract bears N 27 ° 17 ' 23 " E a distance of 215.38 feet;
THENCE S 9 ° 53 ' 11 " E, a distance of 18.10 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 654.55 feet, a radius of 735.00 feet, and a chord of S 15 ° 37 ' 33 " W, a distance of 633.13 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve, said point also being located in the west line of said Called 23.684 acre tract, a 1/2" Iron Rod with Cap found for athe beginning of a curve on the west line of said Called 23.684 acre tract bears N 41 ° 08 ' 17 " E a distance of 107.50 feet;
THENCE S 41 ° 08 ' 17 " W, along the west line of said Called 23.684 acre tract at a distance of 1289.95 feet passing a 1/2" Iron Rod with Cap found for a westerly corner of said Called 23.684 acre tract and continuing at a distance of 1589.95 feet passing a 1/2" Iron Rod with Cap found for a westerly corner of said Called 23.684 acre tract and continuing at a distance of 1766.78 feet passing a 1/2" Iron Rod with Cap found for the most westerly corner of said Called 23.684 acre tract and continuing on across said Called 100.805 acre tract for a total distance of 1992.00 feet to a 1/2" Iron Rod with Cap set for the most southerly corner, a 1/2" Iron Rod with Cap found for an easterly corner of said Called 100.805 acre tract bears S 58 ° 07 ' 20 " E a distance of 1209.66 feet;
THENCE N 48 ° 51 ' 43 " W, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for a west corner, a Rock found for the Occupied most westerly corner of said Called 29.726 acre tract bears N 30 ° 57 ' 20 " W a distance of 694.28 feet;
THENCE N 41 ° 08 ' 17 " E, a distance of 1992.00 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 592.21 feet, a radius of 665.00 feet, and a chord of N 15 ° 37 ' 33 " E, a distance of 572.84 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 9 ° 53 ' 11 " W, a distance of 18.10 feet to a 1/2" Iron Rod with Cap set for the northwest corner, a 1/2" Iron Rod found for the Occupied northwest corner of said Called 29.726 acre tract bears N 28 ° 54 ' 46 " W a distance of 424.93 feet;
THENCE N 80 ° 06 ' 49 " E, a distance of 70.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 4.23 ACRES OF LAND MORE OR LESS IN TRACT NO. 4.

Both tracts combined containing a Total area of 4.536 acres of land more or less, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the west line of said Called 23.684 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
H. CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

NOTES:
North Orientation is based on *rotating* the west line of Called 23.684 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

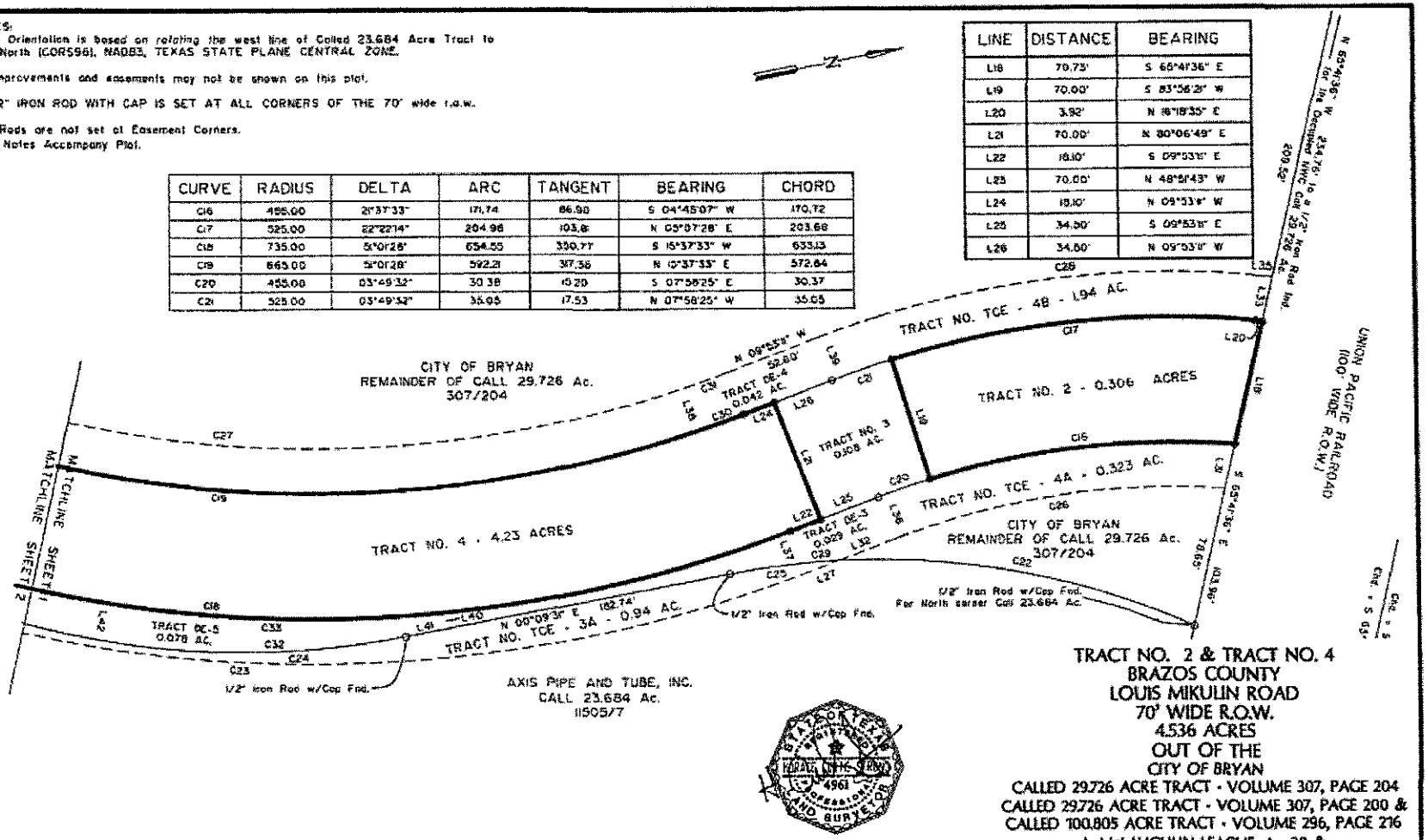
All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany Plat.

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C16	495.00	21°37'33"	171.74	86.90	S 04°45'07" W	170.72
C17	525.00	22°22'14"	204.96	103.8	N 05°07'28" E	203.68
C18	735.00	5°01'28"	654.55	330.77	S 15°37'33" W	633.13
C19	665.00	5°01'28"	592.21	297.38	N 15°37'33" E	572.64
C20	455.00	03°49'32"	30.38	15.20	S 07°58'25" E	30.37
C21	525.00	03°49'32"	35.05	17.53	N 07°58'25" W	35.05

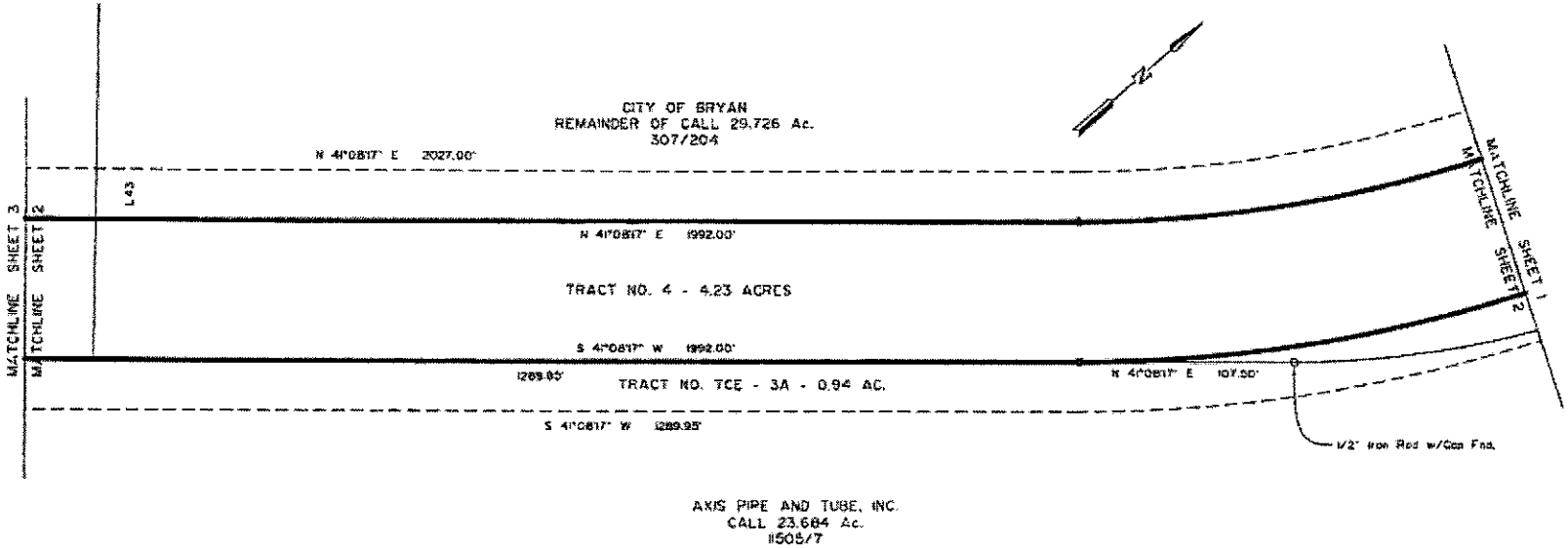
LINE	DISTANCE	BEARING
L18	70.73'	S 66°41'36" E
L19	70.00'	S 83°56'28" W
L20	3.92'	N 16°19'35" E
L21	70.00'	N 80°06'49" E
L22	18.10'	S 09°53'18" E
L23	70.00'	N 48°51'43" W
L24	18.10'	N 09°53'18" W
L25	34.50'	S 09°53'18" E
L26	34.50'	N 09°53'18" W



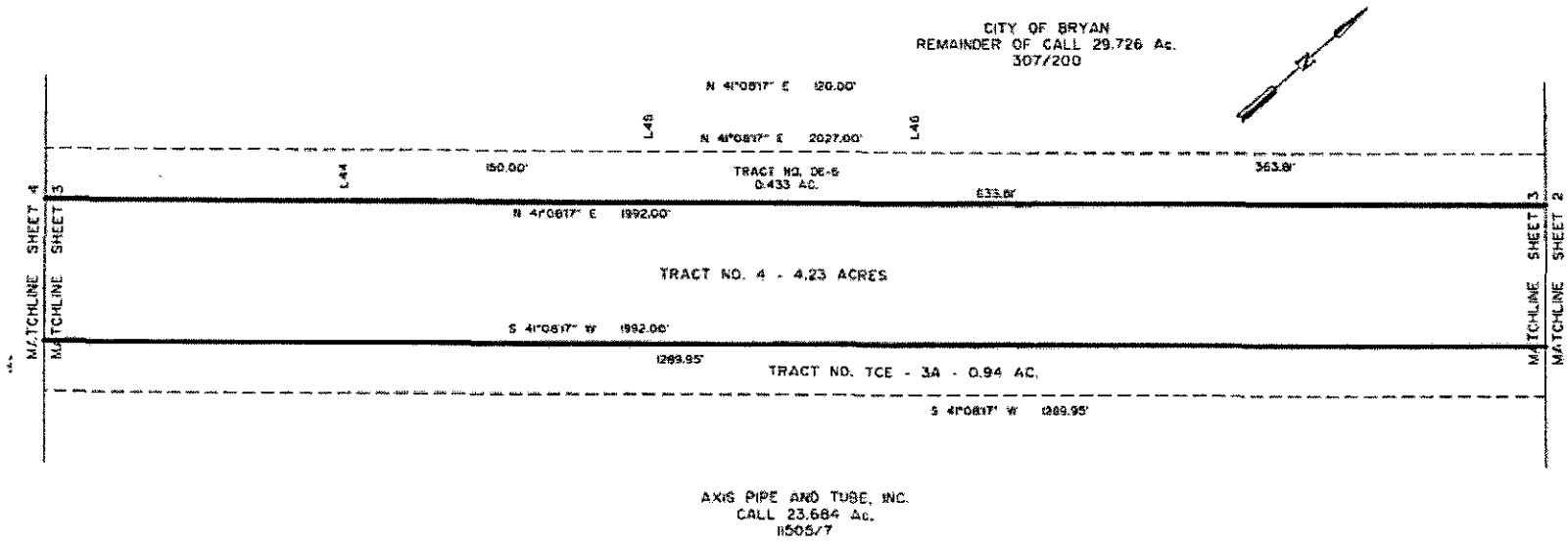
I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that this plat represents the results of an on the ground survey and is true and correct to the best of my knowledge. Surveyed June, 2014.

STRONG SURVEYING
1722 Beauchamp, Suite 105
Bryan, Texas 77803
Phone: (979) 776-9846
Fax: (979) 231-0066
email: curtis@strongsurveying.com
FIRM NO. 10193909

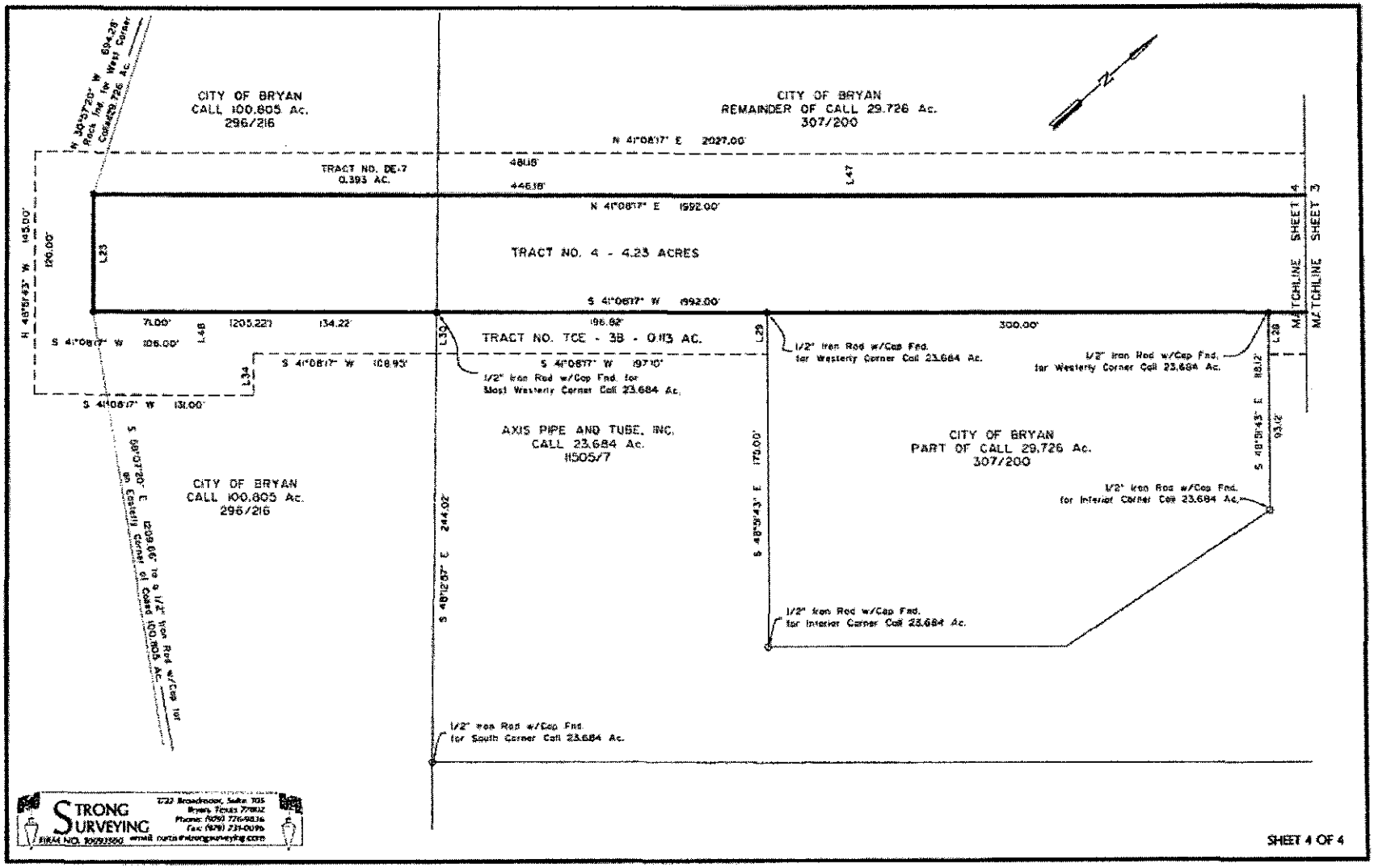
TRACT NO. 2 & TRACT NO. 4
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE R.O.W.
4.536 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200 &
CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A - 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
SCALE 1" = 50' JUNE 16, 2014
SHEET 1 OF 4



STRONG SURVEYING
FIRM NO. 10011500



STRONG SURVEYING
1722 Broadmoor, Suite 103
Bryan, Texas 77802
Phone: (979) 779-9816
Fax: (979) 731-0096
FIRM NO. 10093200 email: curtis@strongsurveying.com


CITY OF BRYAN
CALL 100.805 Ac.
296/216
CITY OF BRYAN
REMAINDER OF CALL 29.726 Ac.
307/200
N 41°08'17" E 2027.00'
TRACT NO. DE-7
0.393 AC.
TRACT NO. 4 - 4.23 ACRES
N 41°08'17" E 1992.00'
S 41°08'17" W 1992.00'
TRACT NO. TCE - 3B - 0.113 AC.
AXIS PIPE AND TUBE, INC.
CALL 23.684 Ac.
11505/7
CITY OF BRYAN
PART OF CALL 29.726 Ac.
307/200
CITY OF BRYAN
CALL 100.805 Ac.
296/216
1/2" Iron Rod w/Cap Fnd. for Most Westerly Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for Westerly Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for Interior Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd. for South Corner Call 23.684 Ac.
MATCHLINE SHEET 4
MATCHLINE SHEET 3
STRONG SURVEYING

SHEET 4 OF 4

FIELD NOTES
TRACT NO. 3
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE RIGHT-OF-WAY
0.108 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
L. McLAUGHLIN LEAGUE, A – 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 0.108 of one acre of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, Brazos County, Texas and being a part of that certain Called 29.726 Acre Tract as described in deed from Pauline Bruce Grant to The City of Bryan of record in Volume 307, Page 204, Deed Records of Brazos County, Texas, said 0.108 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap set for the northwest corner, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 32 ° 41 ' 42 " W a distance of 360.37 feet;
THENCE N 83 ° 56 ' 21 " E, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod found for the most northerly corner of the Axis Pipe and Tube, Inc. Called 23.084 acre tract bears N 40 ° 32 ' E a distance of 107.55 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 03 ° 49 ' 32 ", an arc distance of 30.38 feet, a radius of 455.00 feet, and a chord of S 7 ° 58 ' 25 " E, a distance of 30.37 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 9 ° 53 ' 11 " E, a distance of 34.50 feet to a 1/2" Iron Rod with Cap set for the southeast corner;
THENCE S 80 ° 06 ' 49 " W, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for the southwest corner;
THENCE N 9 ° 53 ' 11 " W, a distance of 34.50 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 03 ° 49 ' 32 ", an arc distance of 35.05 feet, a radius of 525.00 feet, and a chord of N 7 ° 58 ' 25 " W, a distance of 35.05 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.108 ACRES OF LAND MORE OR LESS, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the west line of said Called 23.684 acre tract to grid north (CORS96) NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

NOTES:
North Orientation is based on rotating the west line of Called 23.684 Acre Tract to Grid North (CORS961, NAD83, TEXAS STATE PLANE CENTRAL ZONE.

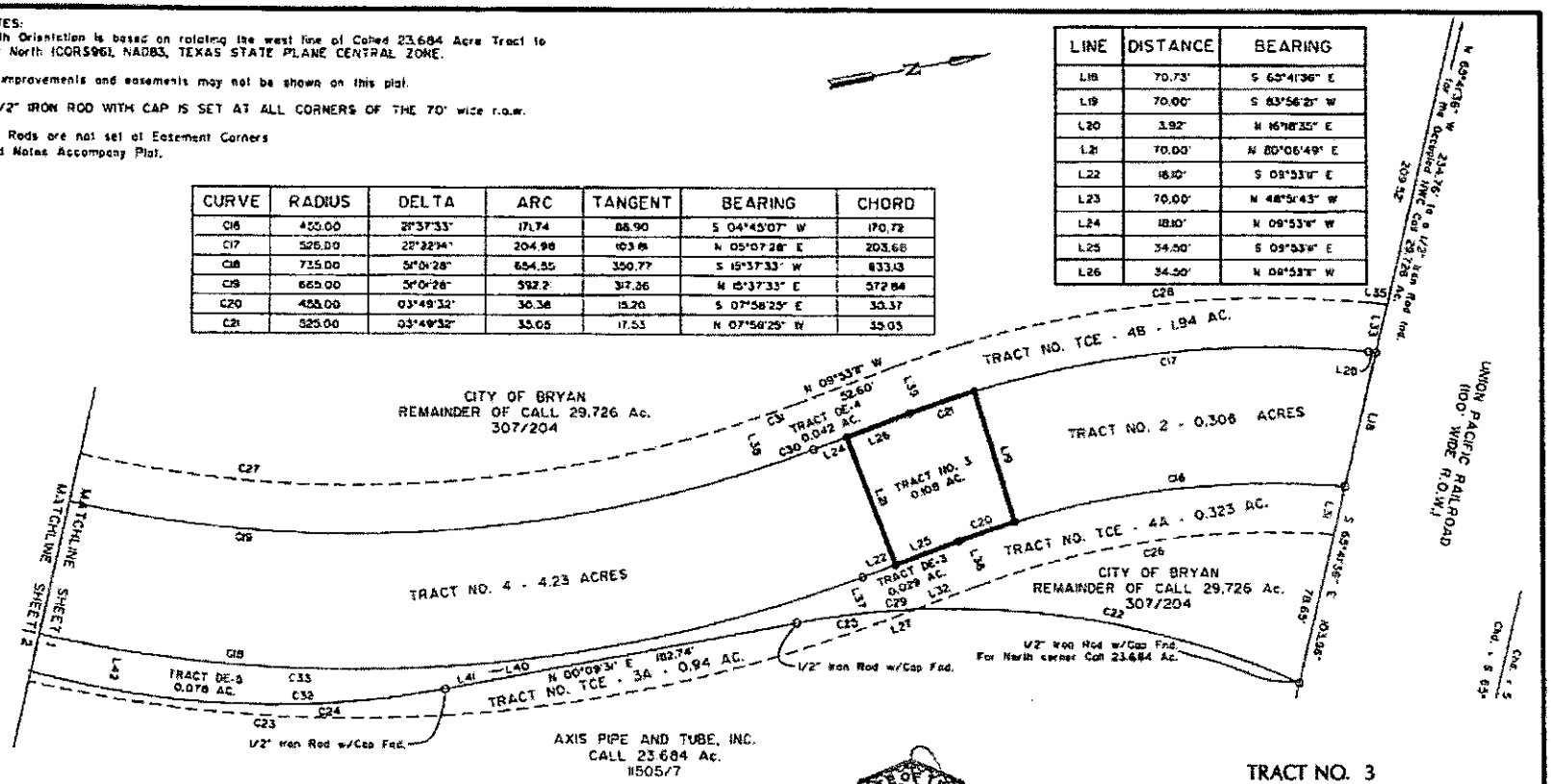
All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners
Field Notes Accompany Plat.

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C16	455.00	21°37'33"	171.74	86.90	S 04°45'07" W	170.72
C17	525.00	22°22'14"	204.98	103.81	N 05°07'28" E	203.68
C18	735.00	51°01'28"	654.55	350.77	S 15°37'33" W	633.13
C19	665.00	51°01'28"	592.2	317.36	N 15°37'33" E	572.84
C20	455.00	03°49'32"	30.38	15.20	S 07°58'25" E	30.37
C21	525.00	03°49'32"	35.05	17.53	N 07°58'25" W	35.03

LINE	DISTANCE	BEARING
L18	70.73'	S 65°41'36" E
L19	70.00'	S 83°56'21" W
L20	3.92'	N 16°18'35" E
L21	70.00'	N 80°06'49" E
L22	18.10'	S 09°53'11" E
L23	70.00'	N 48°51'43" W
L24	18.10'	N 09°53'11" W
L25	34.50'	S 09°53'11" E
L26	34.50'	N 09°53'11" W



STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

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

STRONG SURVEYING
1712 Broadmoor, Suite 705
Bryan, Texas 77802
Phone (979) 776-8636
Fax (979) 731-0086
email curtis@strongsurveying.com
FIRM NO. 10093300

TRACT NO. 3
BRAZOS COUNTY
LOUIS MIKULIN ROAD
70' WIDE R.O.W.
0.108 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
L. McLAUGHLIN LEAGUE, A - 38
BRAZOS COUNTY, TEXAS
SCALE: 1" = 50' JUNE 16, 2014

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BRAZOS §

PUBLIC DRAINAGE EASEMENT

That the City of Bryan, a Texas, a home rule municipal corporation acting by and through its duly authorized representative, the Bryan Texas Utilities Board, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, and conveyed, and by these presents, does grant, bargain, and convey unto Brazos County, a political subdivision of the State of Texas, Grantee, its successors and assigns, a **Public Drainage Easement** ("Easement") for the purpose of constructing and maintaining drainage ditches, channels, culverts, or other conveyance structures associated with storm water control on, under, and near Louis Mikulin Road, on and across a certain tract of land situated in Brazos County, Texas, and being more particularly described by metes and bounds in **Exhibit A** and shown for reference on the drawings in **Exhibit B**.

It is specifically understood that Grantee and its assigns shall be granted free ingress, egress and regress to and from said Easement for the purpose of making improvements on, and repairs to the aforesaid, as shall be necessary and convenient at all times. It is understood that in the event Louis Mikulin Road is modified, this easement may be modified as well to correspond with the changed stormwater drainage and detention needs of the road, provided that both Grantor and Grantee assent to the modification. Grantee acknowledges that Grantor has a private drive extending through a portion of the easement and Grantee's easement may not interfere unreasonably with the Grantor's use of the easement.

TO HAVE AND TO HOLD unto the said Grantee as aforesaid, for the purposes aforesaid, the premises above described forever. Grantor binds itself, its heirs, successors, and assigns to warrant and forever defend the title to the Easement against any person lawfully claiming said property, when such claim is by or through Grantor but not otherwise.

WITNESS my hand at Bryan, Texas, this 11th day of August, 2014.

CITY OF BRYAN

Carl Benner Acting Chairman
Chairperson, Bryan Texas Utilities Board

APPROVED AS TO FORM:

Janis K. Hampton
City Attorney

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, appeared ~~Carl Benner,~~ Paul Turney; Acting Chairperson of the Bryan Texas Utilities Board, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Bryan for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of August, 2014

ANGELA M. SAXBY NOTARY PUBLIC STATE OF TEXAS EXPIRES AUGUST 22, 2014

Angela M. Saxby
Notary Public, State of Texas

Exhibit A

FIELD NOTES
TRACTS DE – 1 & DE - 2
BRAZOS COUNTY
LOUIS MIKULIN ROAD
25' WIDE DRAINAGE EASEMENT
0.244 OF ONE ACRE TOTAL
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A – 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 0.244 of one acre of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, Brazos County, Texas and being a part of that certain Called 20.391 Acre Tract as described in deed from Lucy Harrison to The City of Bryan in Volume 312, Page 66, Deed Records of Brazos County, Texas, said 0.244 acre tract being more particularly described by metes and bounds in Two (2) Tracts as follows:

TRACT NO. DE – 1

BEGINNING at a point for the most westerly corner, a 1/2" Iron Rod found in the northwest line of said Called 20.391 acre tract near the Calculated southwest corner bears S 60 ° 07 ' 30 " W a distance of 350.71 feet;
THENCE around a curve in a clockwise direction having a delta angle of 06 ° 14 ' 21 ", an arc distance of 59.89 feet, a radius of 550.00 feet, and a chord of N 50 ° 42 ' 27 " E, a distance of 59.86 feet to a point for an interior corner;
THENCE N 36 ° 10 ' 22 " W, a distance of 15.00 feet to a point for an exterior corner;
THENCE N 56 ° 57 ' 14 " E, a distance of 61.64 feet to a point for an exterior corner;
THENCE S 29 ° 55 ' 09 " E, a distance of 15.00 feet to a point for an interior corner;
THENCE around a curve in a clockwise direction having a delta angle of 00 ° 54 ' 21 ", an arc distance of 8.70 feet, a radius of 550.00 feet, and a chord of N 60 ° 32 ' 01 " E, a distance of 8.70 feet to a point for the point of tangency of said curve;
THENCE N 60 ° 59 ' 12 " E, a distance of 147.04 feet to a point for the most northerly corner, a Rock found for the Occupied most northeasterly corner of said Called 20.391 acre tract bears N 53 ° 35 ' 15 " E a distance of 1410.46 feet;
THENCE S 29 ° 00 ' 48 " E, a distance of 25.00 feet to a point for the most easterly corner;
THENCE S 60 ° 59 ' 12 " W, a distance of 147.04 feet to a point for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 13 ° 23 ' 54 ", an arc distance of 122.77 feet, a radius of 525.00 feet, and a chord of S 54 ° 17 ' 14 " W, a distance of 122.49 feet to a point for the most southerly corner, an X-Tie found for the most southeasterly corner of said Called 20.391 acre tract bears S 18 ° 36 ' 13 " E a distance of 379.99 feet;
THENCE N 42 ° 24 ' 43 " W, a distance of 25.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.177 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. DE-1.

TRACT NO. DE – 2
BEGINNING at a point for the most southerly corner, an X-Tie found for the most southeasterly corner of said Called 20.391 acre tract bears S 15 ° 48 ' 49 " E a distance of 281.59 feet;
THENCE N 46 ° 03 ' 16 " W, a distance of 25.00 feet to a point for the most westerly corner;
THENCE around a curve in a clockwise direction having a delta angle of 15 ° 12 ' 55 ", an arc distance of 120.83 feet, a radius of 455.00 feet, and a chord of N 51 ° 33 ' 12 " E, a distance of 120.47 feet to a point for the most northerly corner;
THENCE S 30 ° 50 ' 21 " E, a distance of 25.00 feet to a point for the most easterly corner, a Rock found for the Occupied most northeasterly corner of said Called 20.391 acre tract bears N 50 ° 01 ' 53 " E a distance of 1588.40 feet;
THENCE around a curve in a counterclockwise direction having a delta angle of 15 ° 12 ' 55 ", an arc distance of 114.19 feet, a radius of 430.00 feet, and a chord of S 51 ° 33 ' 12 " W, a distance of 113.85 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.067 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. DE-2.

Both Tracts combined containing an area of 0.244 of one acre of land more or less, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the southeast line of said Called 20.391 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

FIELD NOTES
TRACT NUMBERS DE-3, DE-4, DE-5, DE-6 & DE-7
BRAZOS COUNTY
LOUIS MIKULIN ROAD
VARIABLE WIDTH DRAINAGE EASEMENTS
0.975 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200
& CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A – 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 0.975 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, and the O. WILCOX SURVEY, Abstract No. 234, Brazos County, Texas and being a part of the following tracts: 1) that certain Called 29.726 Acre Tract as described in deed from Pauline Bruce Grant to The City of Bryan of record in Volume 307, Page 204, Deed Records of Brazos County, Texas, 2) that certain Called 29.726 Acre Tract as described in deed from Ester Jane Grant McDougal to The City of Bryan of record in Volume 307, Page 200, Deed Records of Brazos County, Texas, and, 3) that certain Called 100.805 Acre Tract as described in deed from Clara M. Konecny et al to The City of Bryan of record in Volume 296, Page 216, Deed Records of Brazos County, Texas, said 0.975 acre tract being more particularly described by metes and bounds in five (5) tracts as follows:

TRACT NO. DE-3 – 0.029 AC.

BEGINNING at a 1/2" Iron Rod with Cap set for the northwest corner, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 39 ° 28 ' 38 " W a distance of 422.29 feet;
THENCE N 80 ° 06 ' 49 " E, a distance of 25.00 feet to a point for the northeast corner;
THENCE S 9 ° 53 ' 11 " E, a distance of 33.68 feet to a point in the west line of the Axis Pipe and Tube, Inc. Called 23.684 acre tract for an exterior corner, a 1/2" Iron Rod with Cap found for the most northerly corner of said Called 23.684 acre tract bears N 21 ° 43 ' 58 " E a distance of 200.56 feet;
THENCE with the west line of said Called 23.684 acre tract around a curve in a counterclockwise direction having a delta angle of 02 ° 38 ' 05 ", an arc distance of 19.78 feet, a radius of 430.04 feet, and a chord of S 6 ° 55 ' 51 " W, a distance of 19.77 feet to a point for the southeast corner, a 1/2" Iron Rod with Cap found for the point of tangency of curve in west line of said Called 23.684 acre tract bears S 2 ° 53 ' 10 " W a distance of 40.93 feet;
THENCE S 80 ° 06 ' 49 " W, a distance of 19.28 feet to a 1/2" Iron Rod with Cap found for the southwest corner;
THENCE N 9 ° 53 ' 11 " W, a distance of 52.60 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.029 OF ONE ACRE MORE OR LESS IN TRACT NO. DE-3.

TRACT NO. DE-4 – 0.042 AC.

BEGINNING at a 1/2" Iron Rod with Cap set for the northeast corner, a 1/2" Iron Rod with Cap found for the most northerly corner of said Called 23.684 acre tract bears N 45 ° 42 ' 02 " E a distance of 242.61 feet;
THENCE S 9 ° 53 ' 11 " E, a distance of 52.60 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 01 ° 52 ' 12 ", an arc distance of 21.71 feet, a radius of 665.00 feet, and a chord of S 8 ° 57 ' 05 " E, a distance of 21.70 feet to a point for the southeast corner;
THENCE S 81 ° 59 ' 01 " W, a distance of 25.00 feet to a point for the southwest corner;
THENCE around a curve in a counterclockwise direction having a delta angle of 01 ° 52 ' 12 ", an arc distance of 20.89 feet, a radius of 640.00 feet, and a chord of N 8 ° 57 ' 05 " W, a distance of 20.89 feet to a point for the point of tangency of said curve;
THENCE N 9 ° 53 ' 11 " W, a distance of 52.60 feet to a point for the northwest corner, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 27 ° 03 ' 57 " W a distance of 384.36 feet;
THENCE N 80 ° 06 ' 49 " E, a distance of 25.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.042 OF ONE ACRE MORE OR LESS IN TRACT NO. DE-4.

TRACT NO. DE-5 – 0.078 AC.

BEGINNING at a point in the west line of said Called 23.684 acre tract for the southeast corner, a 1/2" Iron Rod with Cap found at the beginning of a curve in the west line of said Called 23.684 acre tract bears S 31 ° 24 ' 38 " W a distance of 159.12 feet;
THENCE N 69 ° 19 ' 54 " W, a distance of 20.84 feet to a point for the southwest corner;
THENCE around a curve in a counterclockwise direction having a delta angle of 15 ° 10 ' 18 ", an arc distance of 194.62 feet, a radius of 735.00 feet, and a chord of N 13 ° 04 ' 57 " E, a distance of 194.06 feet to a point for the northwest corner, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 26 ° 23 ' 37 " W a distance of 641.22 feet;
THENCE S 84 ° 30 ' 11 " E, a distance of 9.00 feet to a point in the west line of said Called 23.684 acre tract for the northeast corner, a 1/2" Iron Rod with Cap found for the beginning of a curve in the west line of said Called 23.684 acre tract bears N 0 ° 09 ' 31 " E a distance of 159.90 feet;
THENCE S 0 ° 09 ' 31 " W, along the west line of said Called 23.684 acre tract a distance of 22.84 feet to a 1/2" Iron Rod with Cap found for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 21 ° 31 ' 28 ", an arc distance of 176.89 feet, a radius of 470.87 feet, and a chord of S 10 ° 55 ' 16 " W, a distance of 175.85 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.078 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. DE-5.

TRACT NO. DE-6 – 0.433 AC.

BEGINNING at a point for the most easterly corner, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 11 ° 20 ' 21 " E a distance of 1328.54 feet;
THENCE S 41 ° 08 ' 17 " W, a distance of 633.81 feet to a point for the most southerly corner, a 1/2" Iron Rod with Cap found for the most westerly corner of said Called 23.684 acre tract bears S 35 ° 12 ' 14 " W a distance of 677.07 feet;
THENCE N 48 ° 51 ' 43 " W, a distance of 25.00 feet to a point for the most westerly corner, a Rock found for the most westerly corner of said Called 29.726 acre tract bears S 84 ° 50 ' 12 " W a distance of 920.08 feet;
THENCE N 41 ° 08 ' 17 " E, a distance of 150.00 feet to a point for an interior corner;

THENCE N 48 ° 51 ' 43 " W, a distance of 25.00 feet to a point for an exterior corner;
THENCE N 41 ° 08 ' 17 " E, a distance of 120.00 feet to a point for an exterior corner;
THENCE S 48 ° 51 ' 43 " E, a distance of 25.00 feet to a point for an interior corner;
THENCE N 41 ° 08 ' 17 " E, a distance of 363.81 feet to a point for the most northerly corner;
THENCE S 48 ° 51 ' 43 " E, a distance of 25.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.433 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. DE-6.

TRACT NO. DE-7- 0.393 AC.

BEGINNING at a 1/2" Iron Rod with Cap set for an interior corner, a Rock found for the west corner of said Called 29.726 acre tract bears N 30 ° 57 ' 20 " W a distance of 694.28 feet;
THENCE S 48 ° 51 ' 43 " E, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for an interior corner, a 1/2" Iron Rod with Cap found for an easterly corner of said Called 100.805 acre tract bears S 58 ° 07 ' 20 " E a distance of 1209.66 feet;
THENCE N 41 ° 08 ' 17 " E, a distance of 71.00 feet to a point for a north corner, a 1/2" Iron Rod with Cap found for the most westerly corner of said Called 23.684 acre tract bears N 41 ° 08 ' 17 " E a distance of 134.22 feet;
THENCE S 48 ° 51 ' 43 " E, a distance of 25.00 feet to a point for an easterly corner;
THENCE S 41 ° 08 ' 17 " W, a distance of 106.00 feet to a point for the most southerly corner;
THENCE N 48 ° 51 ' 43 " W, a distance of 120.00 feet to a point for the most westerly corner;
THENCE N 41 ° 08 ' 17 " E, a distance of 481.18 feet to a point for the most northerly corner, a 1/2" Iron Rod found for the northwest corner of said 29.726 acre tract bears N 25 ° 09 ' 52 " E a distance of 2308.29 feet;
THENCE S 48 ° 51 ' 43 " E, a distance of 25.00 feet to a point for an easterly corner;
THENCE S 41 ° 08 ' 17 " W, a distance of 446.18 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.393 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. DE-7.

All tracts combined containing a Total area of 0.975 of one acre of land more or less, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. N Orientation is based on rotating the west line of said Called 23.684 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

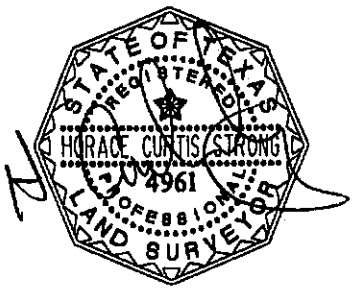
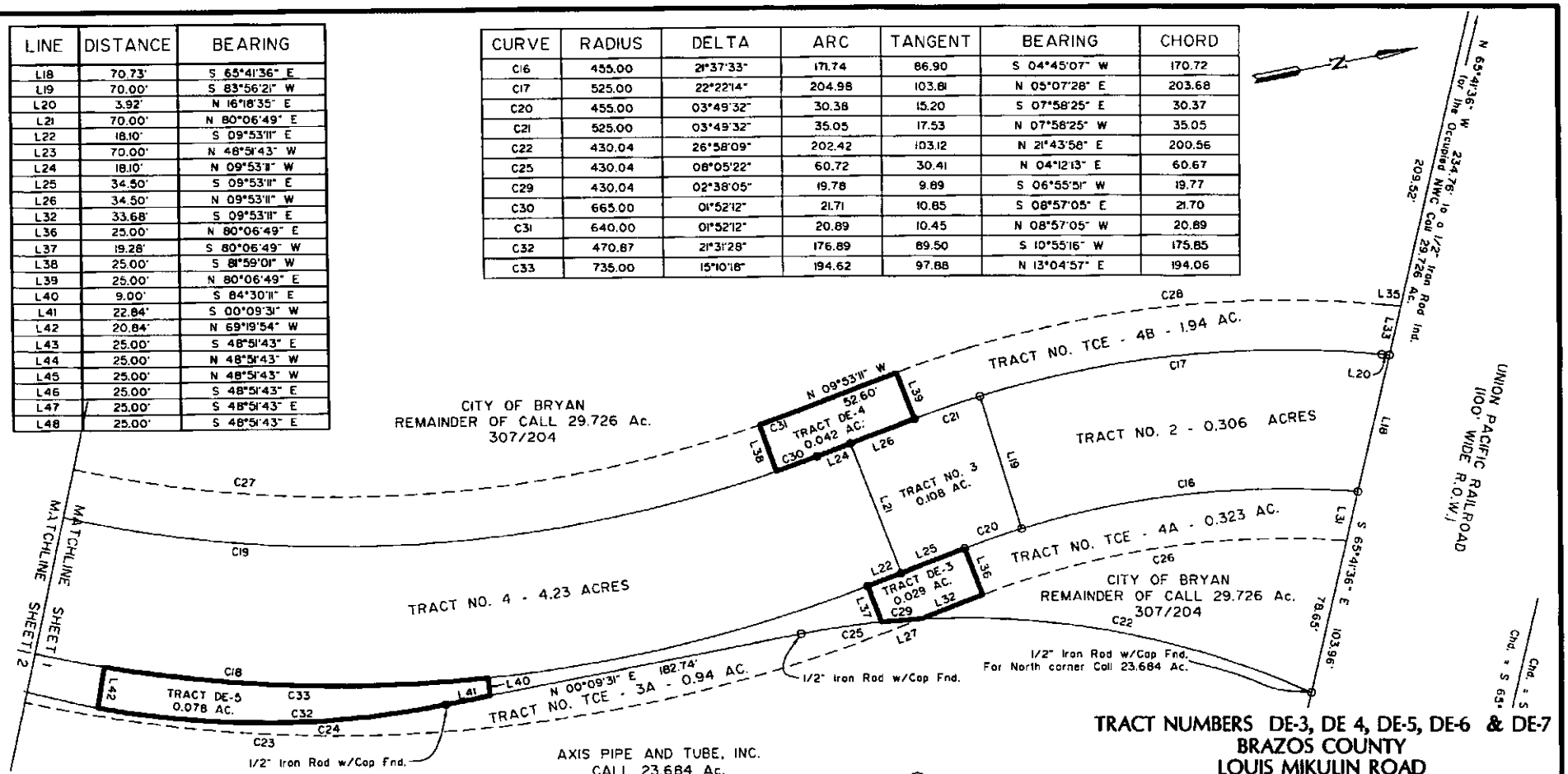


Exhibit B

LINE	DISTANCE	BEARING
L18	70.73'	S 65°41'36" E
L19	70.00'	S 83°56'21" W
L20	3.92'	N 16°18'35" E
L21	70.00'	N 80°06'49" E
L22	18.10'	S 09°53'11" E
L23	70.00'	N 48°51'43" W
L24	18.10'	N 09°53'11" W
L25	34.50'	S 09°53'11" E
L26	34.50'	N 09°53'11" W
L32	33.68'	S 09°53'11" E
L36	25.00'	N 80°06'49" E
L37	19.28'	S 80°06'49" W
L38	25.00'	S 81°59'01" W
L39	25.00'	N 80°06'49" E
L40	9.00'	S 84°30'11" E
L41	22.84'	S 00°09'31" W
L42	20.84'	N 69°19'54" W
L43	25.00'	S 48°51'43" E
L44	25.00'	N 48°51'43" W
L45	25.00'	N 48°51'43" W
L46	25.00'	S 48°51'43" E
L47	25.00'	S 48°51'43" E
L48	25.00'	S 48°51'43" E

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C16	455.00	21°37'33"	171.74	86.90	S 04°45'07" W	170.72
C17	525.00	22°22'14"	204.98	103.81	N 05°07'28" E	203.68
C20	455.00	03°49'32"	30.38	15.20	S 07°58'25" E	30.37
C21	525.00	03°49'32"	35.05	17.53	N 07°58'25" W	35.05
C22	430.04	26°58'09"	202.42	103.12	N 21°43'58" E	200.56
C25	430.04	08°05'22"	60.72	30.41	N 04°12'13" E	60.67
C29	430.04	02°38'05"	19.78	9.89	S 06°55'51" W	19.77
C30	665.00	01°52'12"	21.71	10.85	S 08°57'05" E	21.70
C31	640.00	01°52'12"	20.89	10.45	N 08°57'05" W	20.89
C32	470.87	21°31'28"	176.89	89.50	S 10°55'16" W	175.85
C33	735.00	15°10'18"	194.62	97.88	N 13°04'57" E	194.06



NOTES:
North Orientation is based on rotating the west line of Called 23.684 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

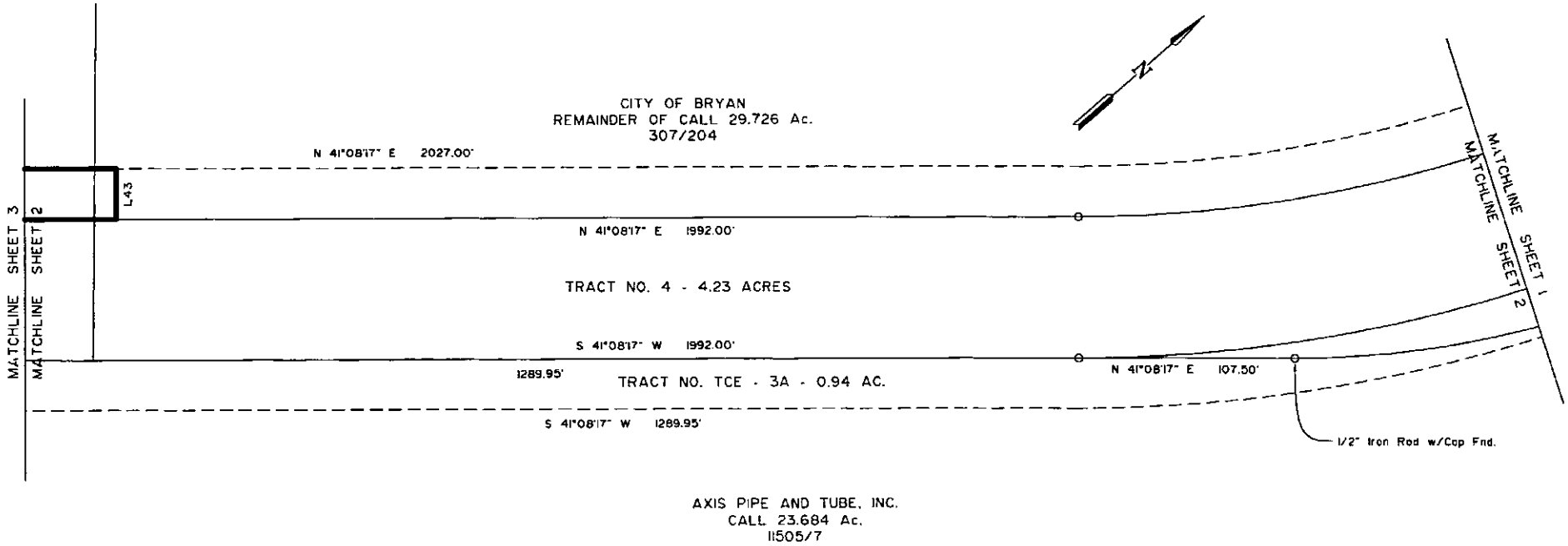
Iron Rods are not set at Easement Corners.
Field Notes Accompany Plat.

STRONG SURVEYING
FIRM NO. 10093300
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

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

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

TRACT NUMBERS DE-3, DE 4, DE-5, DE-6 & DE-7
BRAZOS COUNTY
LOUIS MIKULIN ROAD
VARIBLE WIDTH DRAINAGE EASEMENTS
0.975 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200 &
CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A - 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
SCALE: 1" = 50' JUNE 16, 2014
SHEET 1 OF 4



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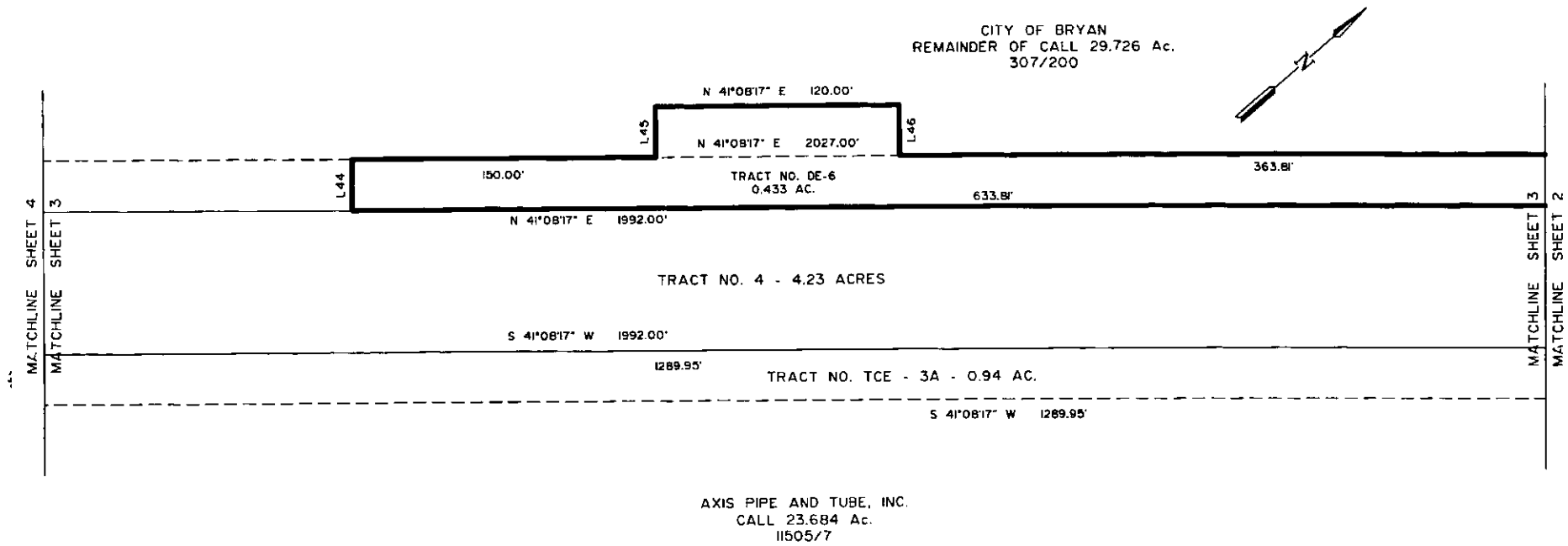

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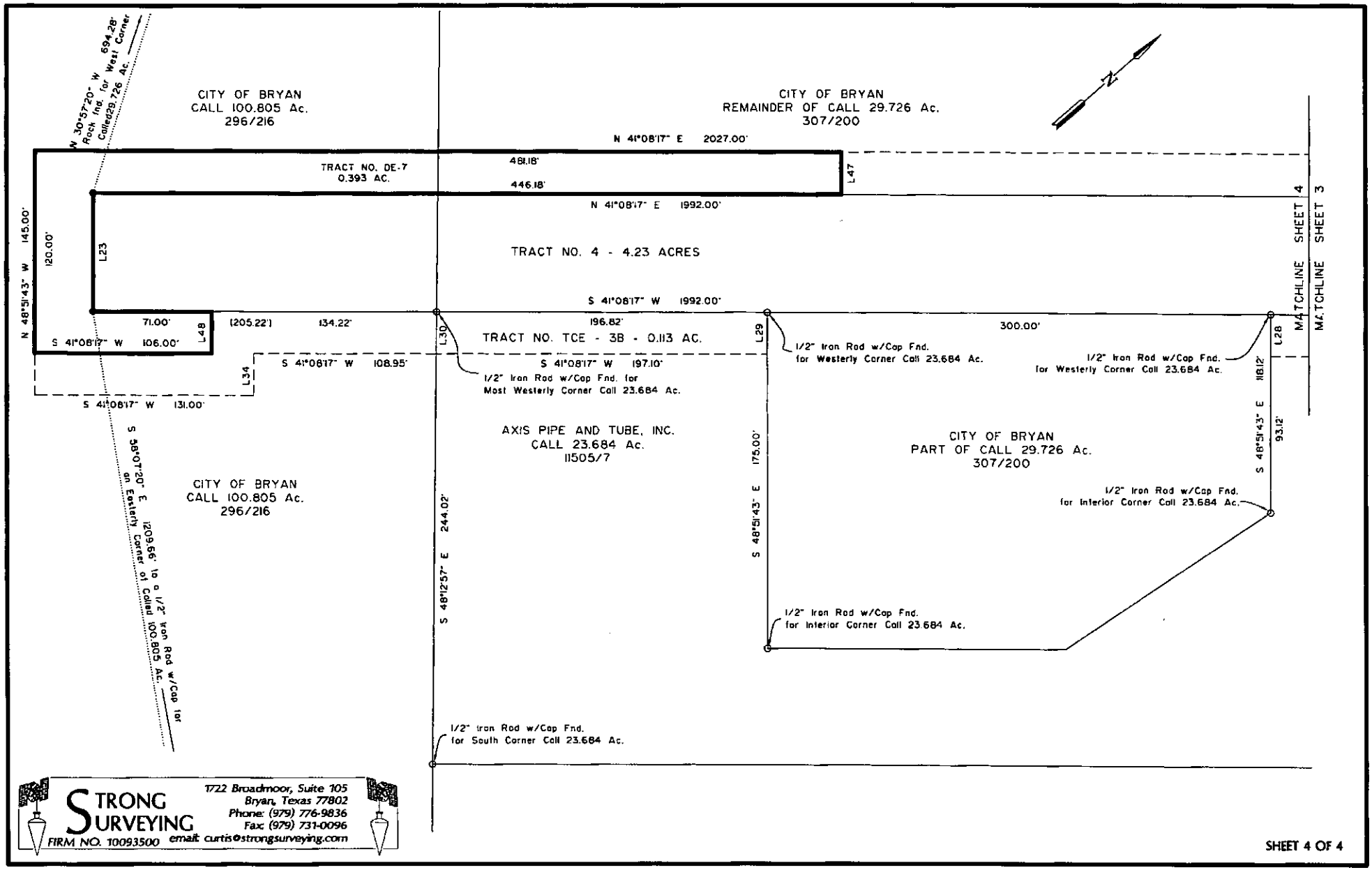

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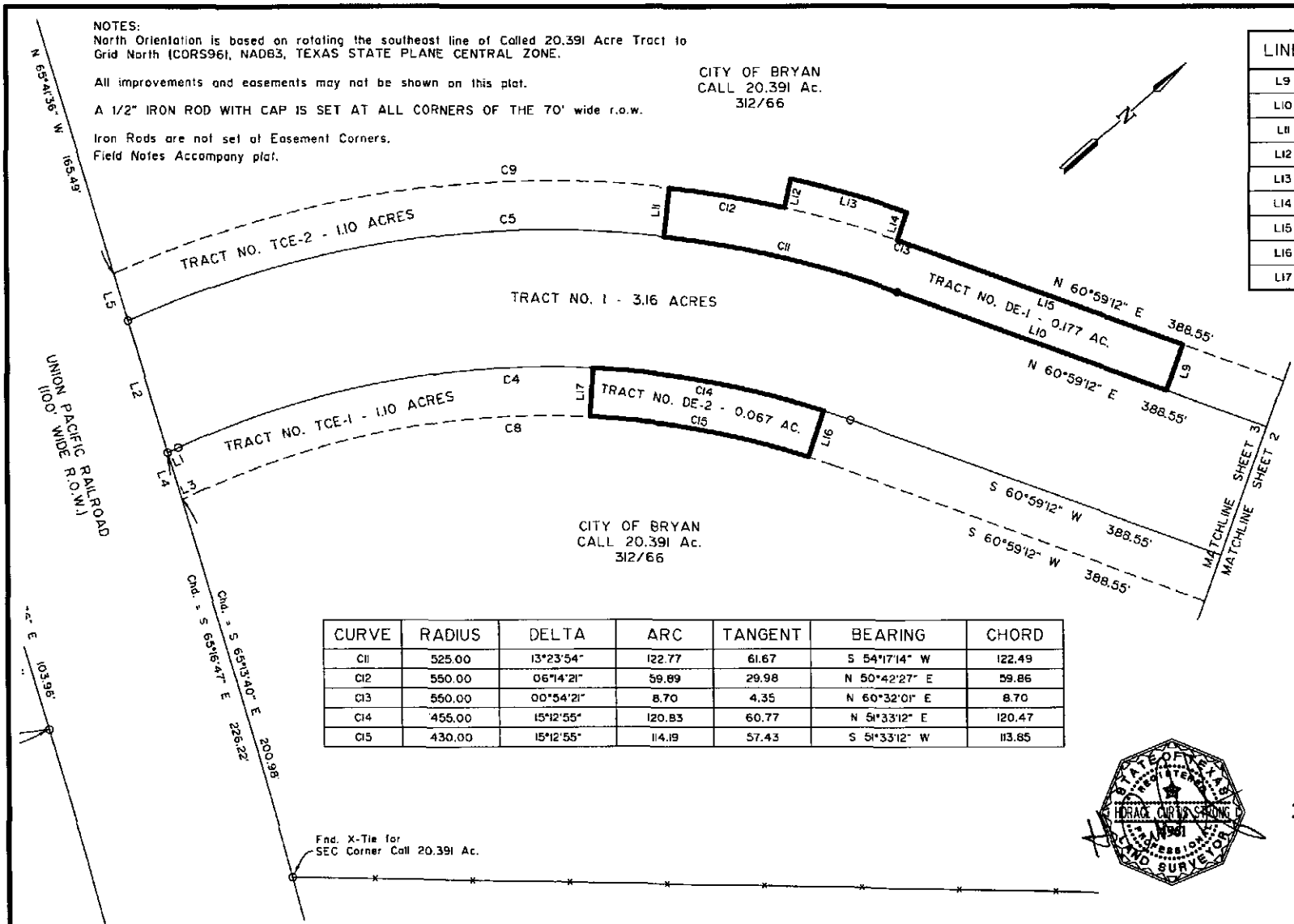
Fax: (979) 731-0096
email: curtis@strongsurveying.com

NOTES:
North Orientation is based on rotating the southeast line of Called 20.391 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany plat.



LINE	DISTANCE	BEARING
L9	25.00'	S 29°00'48" E
L10	147.04'	S 60°59'12" W
L11	25.00'	N 42°24'43" W
L12	15.00'	N 36°10'22" W
L13	61.64'	N 56°57'14" E
L14	15.00'	S 29°55'09" E
L15	147.04'	N 60°59'12" E
L16	25.00'	S 30°50'21" E
L17	25.00'	N 46°03'16" W

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C11	525.00	13°23'54"	122.77	61.67	S 54°17'14" W	122.49
C12	550.00	06°14'21"	59.89	29.98	N 50°42'27" E	59.86
C13	550.00	00°54'21"	8.70	4.35	N 60°32'01" E	8.70
C14	455.00	15°12'55"	120.83	60.77	N 51°33'12" E	120.47
C15	430.00	15°12'55"	114.19	57.43	S 51°33'12" W	113.85

STRONG SURVEYING
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Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

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

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

TRACT NO. DE-1 & DE-2
BRAZOS COUNTY
LOUIS MIKULIN ROAD
25' WIDE DRAINAGE EASEMENT
0.244 OF ONE ACRE
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A - 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014
SHEET 1 OF 1

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF BRAZOS §

Temporary Construction and Lay Down Yard Easement

That the City of Bryan, a Texas, a home rule municipal corporation acting by and through its duly authorized representative, the Bryan Texas Utilities Board, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, and conveyed, and by these presents, does grant, bargain, and convey unto Brazos County, a political subdivision of the State of Texas, Grantee, its successors and assigns, a **Temporary Construction and Lay Down Yard Easement** ("Easement") for the purpose of facilitating the construction of Louis Mikulin Road, on and across a certain tract of land situated in Brazos County, Texas, and being more particularly described by metes and bounds in **Exhibit A** and shown for reference on the drawings in **Exhibit B**.

It is specifically understood that Grantee and its assigns shall be granted free ingress, egress, and regress to and from said Easement for the purpose of facilitating the construction of Louis Mikulin Road, which includes the right of ingress, egress, and regress; storage of materials; and the storage and use of equipment. This Easement and the rights contained herein shall begin upon the date of execution and shall terminate upon acceptance of the road by Grantee. Prior to termination of the Easement, Grantee shall return the surface of the Easement to substantially the same condition it was in prior to construction, to the extent reasonably practicable.

Grantee agrees to release and hold harmless Grantor, as well as its officers, employees, and elected officials from any and all claims, losses, damages, causes of action, suits, or liabilities of every kind, including all expenses of litigation (meaning attorney's fees and court costs) related to the injury or death of any person, or damage to any property, arising out of or in connection with Grantee's use of the Easement. Grantee shall require that any assignee have commercial general liability insurance for personal injuries and death relating to the construction work being performed on the Easement in the minimum amount of $1,000,000 per occurrence.

TO HAVE AND TO HOLD unto the said Grantee as aforesaid, for the purposes aforesaid, the premises above described forever. Grantor binds itself, its heirs, successors, and assigns to warrant and forever defend the title to the Easement against any person lawfully claiming said property, when such claim is by or through Grantor but not otherwise.

WITNESS my hand at Bryan, Texas, this 11th day of August, 2014.

CITY OF BRYAN

Carl L. Benner
Chairperson, Bryan Texas Utilities Board

APPROVED AS TO FORM:

Janis K. Hampton
City Attorney

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, appeared ~~Carl Benner~~ Paul Turney: Acting, Chairperson of the Bryan Texas Utilities Board, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Bryan for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of August, 2014.

Notary Public, State of Texas

ANGELA M. SAXBY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
AUGUST 22, 2014

Exhibit A

FIELD NOTES
TRACTS TCE – 1 & TCE - 2
BRAZOS COUNTY
LOUIS MIKULIN ROAD
25' WIDE TEMPORARY CONSTRUCTION EASEMENT
2.20 ACRES TOTAL
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A – 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 2.20 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, Brazos County, Texas and being a part of that certain Called 20.391 Acre Tract as described in deed from Lucy Harrison to The City of Bryan in Volume 312, Page 66, Deed Records of Brazos County, Texas, said 2.20 acre tract being more particularly described by metes and bounds in Two (2) Tracts as follows:

TRACT NO. TCE - 1

BEGINNING at a point in the southwest right-of-way line of State Highway No. 6 for the most northeasterly corner, a Rock found for the Occupied Most Easterly corner of said Called 20.391 acre tract bears N 61 ° 37 ' W a distance of 35.47 feet;
THENCE S 42 ° 09 ' 10 " W, a distance of 228.23 feet to a point for angle point;
THENCE S 47 ° 51 ' 48 " W, a distance of 100.46 feet to a point for angle point;
THENCE S 42 ° 09 ' 10 " W, a distance of 592.89 feet to a point for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 267.90 feet, a radius of 815.00 feet, and a chord of S 51 ° 34 ' 14 " W, a distance of 266.70 feet to a point for the point of tangency of said curve;
THENCE S 60 ° 59 ' 12 " W, a distance of 388.55 feet to a point for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 44 ° 40 ' 36 ", an arc distance of 335.30 feet, a radius of 430.00 feet, and a chord of S 38 ° 38 ' 53 " W, a distance of 326.87 feet to a point for the point of tangency of said curve;
THENCE S 16 ° 18 ' 35 " W, a distance of 9.45 feet to a point in the southwest line of said Called 20.391 acre tract for the southeasterly corner, said corner being located in the northeast right-of-way line of the Union Pacific Railroad, an X-Tie found for the Occupied southeast corner of said Called 20.391 acre tract bears S 65 ° 13 ' 40 " E a distance of 200.98 feet;
THENCE N 65 ° 41 ' 36 " W, along the southwest line of said Called 20.391 acre tract and the northeast right-of-way line of said Union Pacific Railroad a distance of 25.25 feet to a 1/2" Iron Rod with Cap set for the most southwesterly corner, a 1/2" Iron Rod found for reference in the northwest line of said Called 20.391 acre tract bears N 65 ° 12 ' 51 " W a distance of 260.72 feet;
THENCE N 16 ° 18 ' 35 " E, a distance of 5.93 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 44 ° 40 ' 36 ", an arc distance of 354.79 feet, a radius of 455.00 feet, and a chord of N 38 ° 38 ' 53 " E, a distance of 345.87 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 60 ° 59 ' 12 " E, a distance of 388.55 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;

THENCE around a curve in a counterclockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 259.68 feet, a radius of 790.00 feet, and a chord of N 51 ° 34 ' 11 " E, a distance of 258.52 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 42 ° 09 ' 10 " E, a distance of 594.14 feet to a 1/2" Iron Rod with Cap set for angle point;
THENCE N 47 ° 51 ' 48 " E, a distance of 100.46 feet to a 1/2" Iron Rod with Cap set for angle point;
THENCE N 42 ° 09 ' 10 " E, a distance of 201.24 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 76 ° 13 ' 50 ", an arc distance of 33.26 feet, a radius of 25.00 feet, and a chord of N 80 ° 16 ' 05 " E, a distance of 30.86 feet to a 1/2" Iron Rod with Cap set in the southwest right-of-way line of said State Highway No. 6 for the end of said curve, said corner also being located in the northerly line of said Called 20.391 acre tract;
THENCE S 61 ° 37 ' 00 " E, continuing along the southwest right-of-way line of said State Highway No. 6 for a distance of 6.13 feet to the PLACE OF BEGINNING AND CONTAINING AN ARE OF 1.10 ACRES IN TRACT NO. TCE-1.

TRACT NO. TCE – 2

BEGINNING at a point in the southwest right-of-way line of said State Highway No. 6 for the most northerly corner, the calculated northwest corner of said Called 20.391 acre tract bears N 61 ° 37 ' W a distance of 338.93 feet;
THENCE around a curve in a clockwise direction having a delta angle of 90 ° 00 ' 00 ", an arc distance of 39.27 feet, a radius of 25.00 feet, and a chord of S 2 ° 50 ' 50 " E, a distance of 35.36 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 42 ° 09 ' 10 " W, a distance of 864.22 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 236.67 feet, a radius of 720.00 feet, and a chord of S 51 ° 34 ' 11 " W, a distance of 235.61 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 60 ° 59 ' 12 " W, a distance of 388.55 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 44 ° 15 ' 05 ", an arc distance of 405.47 feet, a radius of 525.00 feet, and a chord of S 38 ° 51 ' 39 " W, a distance of 395.47 feet to a 1/2" Iron Rod with Cap set in the southwest line of said Called 20.391 acre tract for the most southeasterly corner, said corner being located in the northeast right-of-way line of said Union Pacific Railroad, an X-Tie found for the Occupied southeast corner of said Called 20.391 acre tract bears S 65 ° 22 ' 42 " E a distance of 296.89 feet;
THENCE N 65 ° 41 ' 36 " W, along the southwest line of said Called 20.391 acre tract and the northeast right-of-way line of said Union Pacific Railroad a distance of 25.21 feet to a point for the southwesterly corner, a 1/2" Iron Rod found for reference in the northwest line of said Called 20.391 acre tract bears N 64 ° 56 ' 08 " W a distance of 164.84 feet;
THENCE around a curve in a clockwise direction having a delta angle of 43 ° 54 ' 19 ", an arc distance of 421.46 feet, a radius of 550.00 feet, and a chord of N 39 ° 02 ' 02 " E, a distance of 411.22 feet to a point for the point of tangency of said curve;
THENCE N 60 ° 59 ' 12 " E, a distance of 388.55 feet to a point for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 18 ° 50 ' 02 ", an arc distance of 228.46 feet, a radius of 695.00 feet, and a chord of N 51 ° 34 ' 11 " E, a distance of 227.43 feet to a point for the point of tangency of said curve;
THENCE N 42 ° 09 ' 10 " E, a distance of 889.22 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 1.10 ACRES OF LAND IN TRACT NO. TCE-2.

Both Tracts combined containing a Total Area of 2.20 Acres of land more or less, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the southeast line of said Called 20.391 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

FIELD NOTES
TRACT NO. TCE 4-A & TRACT NO. TCE 4-B
BRAZOS COUNTY
LOUIS MIKULIN ROAD
25' WIDE TEMPORARY CONSTRUCTION ESMT.
2.263 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200
& CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A – 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
JUNE 16, 2014

All that certain lot, tract or parcel of land being 2.263 acres of land more or less situated in the L. McLAUGHLIN LEAGUE, Abstract No. 38, and the O. WILCOX SURVEY, Abstract No. 234, Brazos County, Texas and being a part of the following tracts: 1) that certain Called 29.726 Acre Tract as described in deed from Pauline Bruce Grant to The City of Bryan of record in Volume 307, Page 204, Deed Records of Brazos County, Texas, 2) that certain Called 29.726 Acre Tract as described in deed from Ester Jane Grant McDougal to The City of Bryan of record in Volume 307, Page 200, Deed Records of Brazos County, Texas, and, 3) that certain Called 100.805 Acre Tract as described in deed from Clara M. Konecny et al to The City of Bryan of record in Volume 296, Page 216, Deed Records of Brazos County, Texas, said 2.263 acre tract being more particularly described by metes and bounds in two (2) tracts as follows:

TRACT NO. TCE 4-A – (0.323 AC.)

BEGINNING at a 1/2" Iron Rod with Cap set in the northerly line of said Called 29.726 acre tract for the most northerly corner, said corner also being located in the southerly right-of-way line of the Union Pacific Railroad, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 65 ° 41 ' 36 " W a distance of 305.49 feet;
THENCE S 65 ° 41 ' 36 " E, along the northerly line of said Called 29.726 acre tract and the southerly right-of-way line of said Union Pacific Railroad a distance of 25.31 feet to a point for the northeast corner;
THENCE around a curve in a counterclockwise direction having a delta angle of 24 ° 56 ' 19 ", an arc distance of 187.16 feet, a radius of 430.00 feet, and a chord of S 2 ° 34 ' 59 " W, a distance of 185.69 feet to a point for the point of tangency of said curve;
THENCE S 9 ° 53 ' 11 " E, a distance of 33.68 feet to a point in the west line of the Axis Pipe and Tube, Inc Called 23.684 acre tract;
THENCE with the west line of said Called 23.684 acre tract around a curve in a counterclockwise direction having a delta angle of 08 ° 05 ' 22 ", an arc distance of 60.72 feet, a radius of 430.04 feet, and a chord of S 4 ° 12 ' 13 " W, a distance of 60.67 feet to a 1/2" Iron Rod with Cap found for the point of tangency of said curve;
THENCE S 0 ° 09 ' 31 " W, continuing along the west line of said Called 23.684 acre tract a distance of 182.74 feet to a 1/2" Iron Rod with Cap found for the beginning of a curve;

THENCE with the west line of said Called 23.684 acre tract around a curve in a clockwise direction having a delta angle of 40 ° 58 ' 46 ", an arc distance of 336.78 feet, a radius of 470.87 feet, and a chord of S 20 ° 38 ' 54 " W, a distance of 329.64 feet to a 1/2" Iron Rod with Cap found for the point of tangency of said curve;
THENCE S 41 ° 08 ' 17 " W, continuing along the west line of said Called 23.684 acre tract a distance of 107.50 feet to a 1/2" Iron Rod with Cap set for the most southerly corner;
THENCE around a curve in a counterclockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 654.55 feet, a radius of 735.00 feet, and a chord of N 15 ° 37 ' 33 " E, a distance of 633.13 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE N 9 ° 53 ' 11 " W, a distance of 52.60 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 25 ° 27 ' 05 ", an arc distance of 202.12 feet, a radius of 455.00 feet, and a chord of N 2 ° 50 ' 21 " E, a distance of 200.46 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.323 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. TCE 4-A.

TRACT NO. TCE 4-B – (1.94 AC.)

BEGINNING at a point in the northerly line of said Called 29.726 acre tract for the most northerly corner, said corner also being located in the southerly right-of-way line of the Union Pacific Railroad, a 1/2" Iron Rod found for the northwest corner of said Called 29.726 acre tract bears N 65 ° 41 ' 36 " W a distance of 209.52 feet;
THENCE S 65 ° 41 ' 36 " E, along the northerly line of said Called 29.726 acre tract and the southerly right-of-way line of said Union Pacific Railroad a distance of 25.25 feet to a 1/2" Iron Rod with Cap set for the northeast corner;
THENCE S 16 ° 18 ' 35 " W, a distance of 3.92 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 26 ° 11 ' 46 ", an arc distance of 240.03 feet, a radius of 525.00 feet, and a chord of S 3 ° 12 ' 42 " W, a distance of 237.95 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 9 ° 53 ' 11 " E, a distance of 52.60 feet to a 1/2" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 592.21 feet, a radius of 665.00 feet, and a chord of S 15 ° 37 ' 33 " W, a distance of 572.84 feet to a 1/2" Iron Rod with Cap set for the point of tangency of said curve;
THENCE S 41 ° 08 ' 17 " W, a distance of 1992.00 feet to a 1/2" Iron Rod with Cap set for an interior corner, a Rock found for the west corner of said Called 29.726 acre tract bears N 30 ° 57 ' 20 " W a distance of 694.28 feet;
THENCE S 48 ° 51 ' 43 " E, a distance of 70.00 feet to a 1/2" Iron Rod with Cap set for an interior corner, a 1/2" Iron Rod with Cap found for an easterly corner of said Called 100.805 acre tract bears S 58 ° 07 ' 20 " E a distance of 1209.66 feet;
THENCE N 41 ° 08 ' 17 " E, a distance of 205.22 feet to a 1/2" Iron Rod with Cap found in the north line of said Called 100.805 acre tract for a north corner, said corner also being the most westerly corner of said Called 23.684 acre tract;
THENCE S 48 ° 12 ' 57 " E, along the northeast line of said Called 100.805 acre tract and the southwest line of said Called 23.684 acre tract a distance of 25.00 feet to a point for an east corner, a 1/2" Iron Rod with Cap found for the south corner of said Called 23.684 acre tract bears S 48 ° 12 ' 57 " E a distance of 244.02 feet;
THENCE S 41 ° 08 ' 17 " W, a distance of 108.95 feet to a point for an interior corner;
THENCE S 48 ° 51 ' 43 " E, a distance of 25.00 feet to a point for an exterior corner;
THENCE S 41 ° 08 ' 17 " W, a distance of 131.00 feet to a point for the most southerly corner;

THENCE N 48 ° 51 ' 43 " W, a distance of 145.00 feet to a point for the most westerly corner;
THENCE N 41 ° 08 ' 17 " E, a distance of 2027.00 feet to a point for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 51 ° 01 ' 28 ", an arc distance of 569.95 feet, a radius of 640.00 feet, and a chord of N 15 ° 37 ' 33 " E, a distance of 551.30 feet to a point for the point of tangency of said curve;
THENCE N 9 ° 53 ' 11 " W, a distance of 52.60 feet to a point for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 26 ° 11 ' 46 ", an arc distance of 251.47 feet, a radius of 550.00 feet, and a chord of N 3 ° 12 ' 42 " E, a distance of 249.28 feet to a point for the point of tangency of said curve;
THENCE N 16 ° 18 ' 35 " E, a distance of 7.44 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 1.94 ACRES OF LAND MORE OR LESS IN TRACT NO. TCE 4-B.

Both tracts combined containing a Total area of 2.263 acres of land more or less, according to a survey performed during the month of June, 2014, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under FIRM No. 10093500. North Orientation is based on rotating the west line of said Called 23.684 acre tract to grid north (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

Exhibit B

NOTES:
North Orientation is based on rotating the southeast line of Called 20.391 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

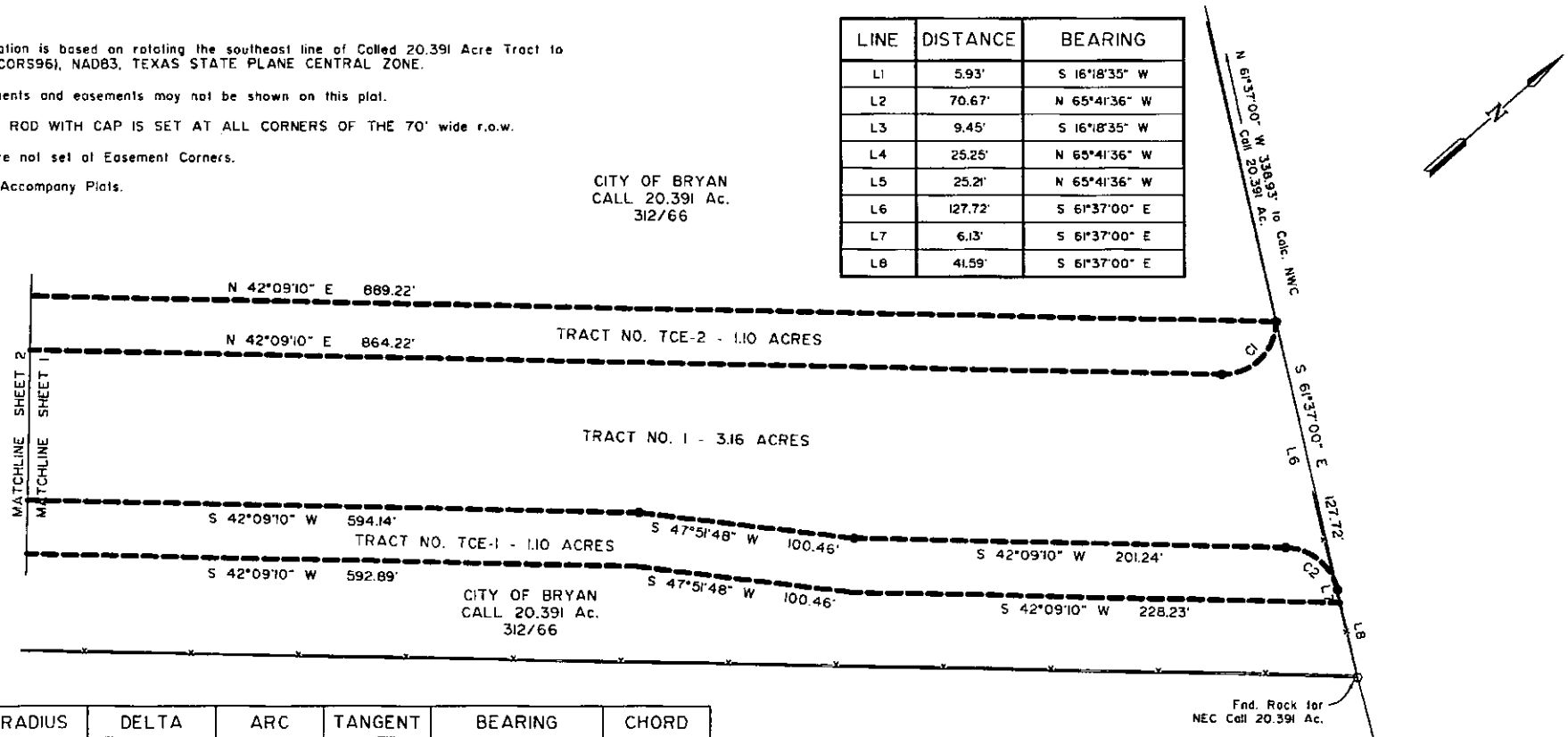
All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.

Field Notes Accompany Plats.

LINE	DISTANCE	BEARING
L1	5.93'	S 16°18'35" W
L2	70.67'	N 65°41'36" W
L3	9.45'	S 16°18'35" W
L4	25.25'	N 65°41'36" W
L5	25.21'	N 65°41'36" W
L6	127.72'	S 61°37'00" E
L7	6.13'	S 61°37'00" E
L8	41.59'	S 61°37'00" E



CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	25.00	90°00'00"	39.27	25.00	N 02°50'50" W	35.36
C2	25.00	76°13'50"	33.26	19.61	S 80°16'05" W	30.86
C3	790.00	18°50'02"	259.68	131.02	S 51°34'11" W	258.52
C4	455.00	44°40'36"	354.79	186.97	S 38°38'53" W	345.87
C5	525.00	44°15'05"	405.47	213.45	N 38°51'39" E	395.47
C6	720.00	18°50'02"	236.67	119.41	N 51°34'11" E	235.61
C7	815.00	18°50'02"	267.90	135.17	S 51°34'11" W	266.70
C8	430.00	44°40'36"	335.30	176.69	S 38°38'53" W	326.87
C9	550.00	43°54'19"	421.46	221.69	N 39°02'02" E	411.22
C10	695.00	18°50'02"	228.46	115.27	N 51°34'11" E	227.43

STRONG SURVEYING
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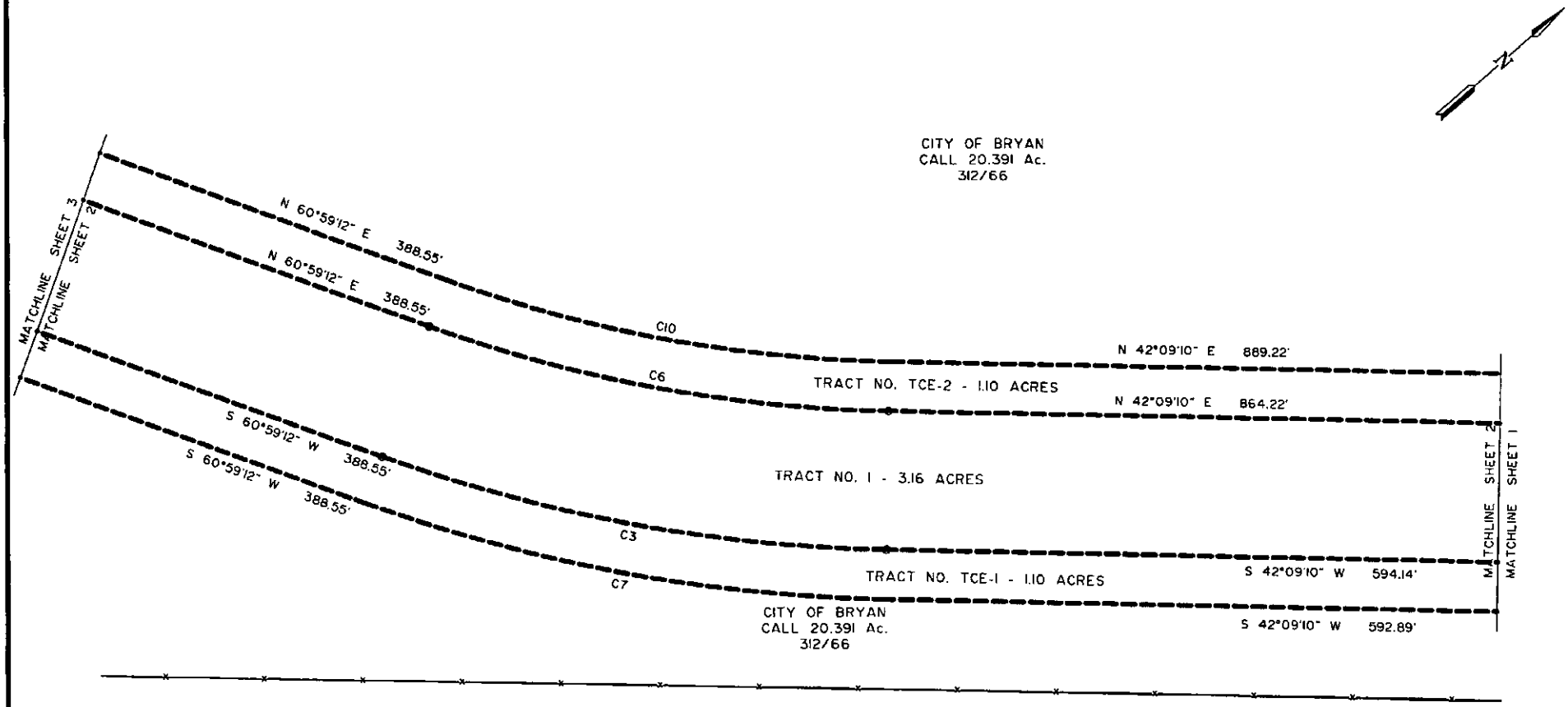
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

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

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

TRACT NO. TCE-1 & TCE-2
BRAZOS COUNTY
LOUIS MIKULIN ROAD
25' WIDE TEMPORARY
CONSTRUCTION EASEMENT
2.20 ACRES
OUT OF THE
CITY OF BRYAN
CALLED 20.391 ACRE TRACT
VOLUME 312, PAGE 66
L. McLAUGHLIN LEAGUE, A - 38
BRAZOS COUNTY, TEXAS
JUNE 16, 2014
SHEET 1 OF 3



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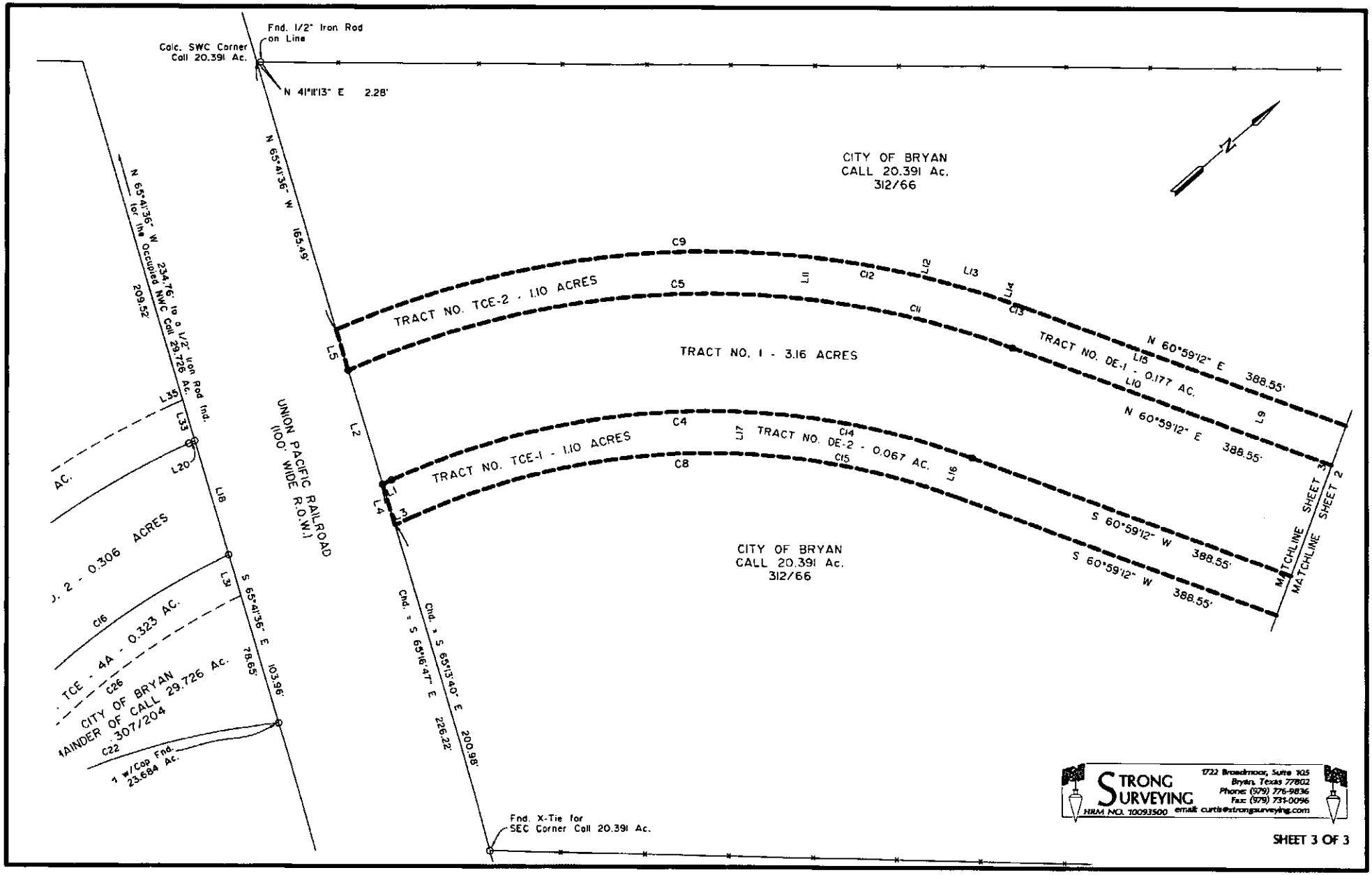
Fnd. 1/2" Iron Rod on Line
Calc. SWC Corner Call 20.391 Ac.
N 41°11'13" E 2.28'
N 65°41'36" W 165.49'
N 65°41'36" W 234.76' to a 1/2" Iron Rod Fnd. for the Occupied NWC Call 29.726 Ac.
209.52'
CITY OF BRYAN
CALL 20.391 Ac.
312/66
TRACT NO. TCE-2 - 1.10 ACRES
TRACT NO. 1 - 3.16 ACRES
TRACT NO. DE-1 - 0.177 AC.
N 60°59'12" E 388.55'
N 60°59'12" E 388.55'
TRACT NO. TCE-1 - 1.10 ACRES
TRACT NO. DE-2 - 0.067 AC.
S 60°59'12" W 388.55'
S 60°59'12" W 388.55'
CITY OF BRYAN
CALL 20.391 Ac.
312/66
UNION PACIFIC RAILROAD
(100' WIDE R.O.W.)
Chd. = S 65°16'47" E 226.22'
Chd. = S 65°13'40" E 200.98'
MATCHLINE SHEET 3
MATCHLINE SHEET 2
AC.
J. 2 - 0.306 ACRES
TCE - 4A - 0.323 AC.
CITY OF BRYAN
REMAINDER OF CALL 29.726 Ac.
307/204
1 w/Cap Fnd.
23.684 Ac.
S 65°41'36" E 103.96'
78.65'
Fnd. X-Tie for
SEC Corner Call 20.391 Ac.
STRONG SURVEYING
HRM NO. 10093500
1722 Broadmoor, Suite 105
Bryan, Texas 77802
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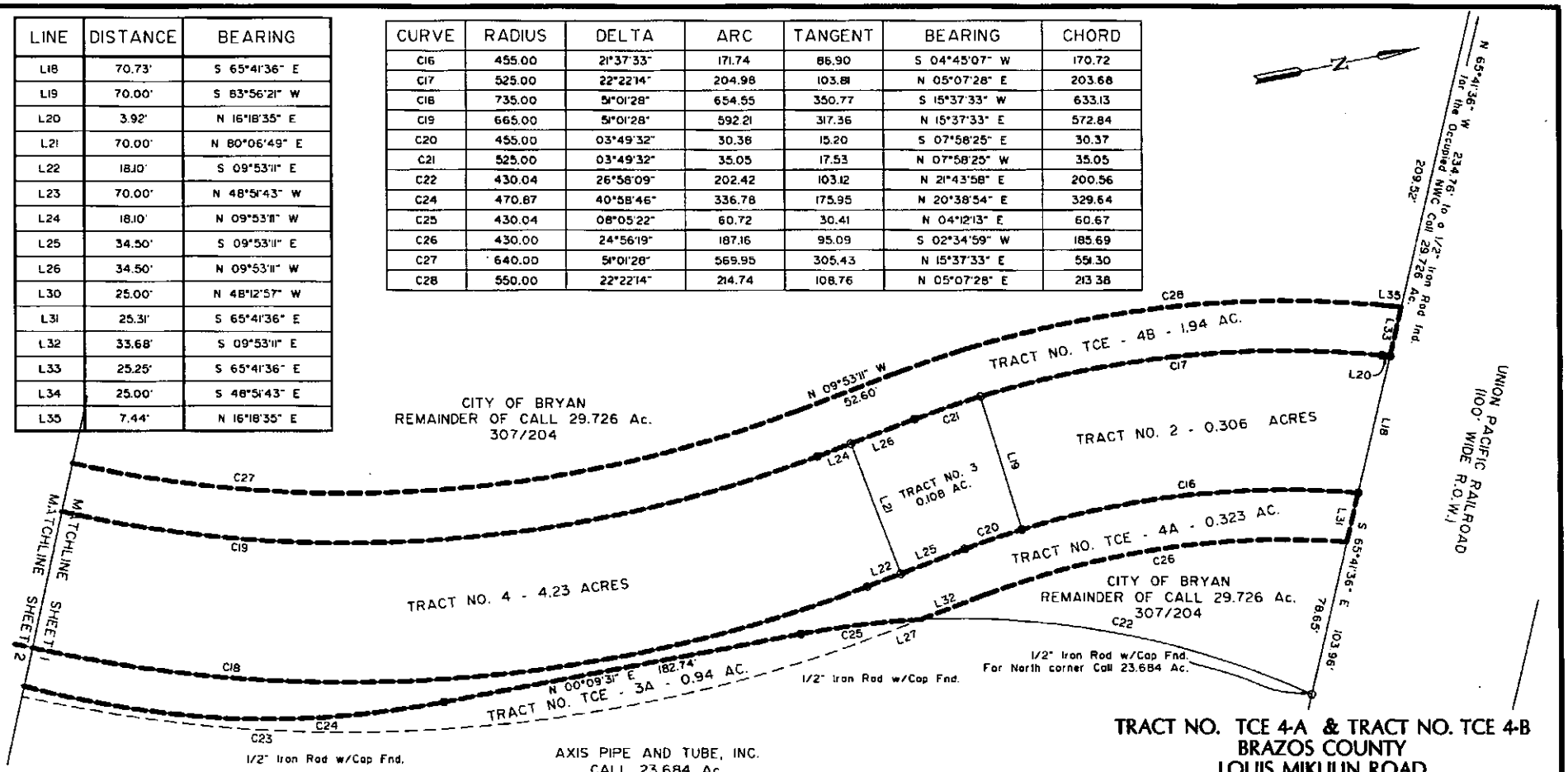
Fax: (979) 731-0096
email: curtis@strongsurveying.com

SHEET 3 OF 3

LINE	DISTANCE	BEARING
L18	70.73'	S 65°41'36" E
L19	70.00'	S 83°56'21" W
L20	3.92'	N 16°18'35" E
L21	70.00'	N 80°06'49" E
L22	18.10'	S 09°53'11" E
L23	70.00'	N 48°51'43" W
L24	18.10'	N 09°53'11" W
L25	34.50'	S 09°53'11" E
L26	34.50'	N 09°53'11" W
L30	25.00'	N 48°12'57" W
L31	25.31'	S 65°41'36" E
L32	33.68'	S 09°53'11" E
L33	25.25'	S 65°41'36" E
L34	25.00'	S 48°51'43" E
L35	7.44'	N 16°18'35" E

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C16	455.00	21°37'33"	171.74	86.90	S 04°45'07" W	170.72
C17	525.00	22°22'14"	204.98	103.81	N 05°07'28" E	203.68
C18	735.00	51°01'28"	654.55	350.77	S 15°37'33" W	633.13
C19	665.00	51°01'28"	592.21	317.36	N 15°37'33" E	572.84
C20	455.00	03°49'32"	30.38	15.20	S 07°58'25" E	30.37
C21	525.00	03°49'32"	35.05	17.53	N 07°58'25" W	35.05
C22	430.04	26°58'09"	202.42	103.12	N 21°43'58" E	200.56
C24	470.87	40°58'46"	336.78	175.95	N 20°38'54" E	329.64
C25	430.04	08°05'22"	60.72	30.41	N 04°12'13" E	60.67
C26	430.00	24°56'19"	187.16	95.09	S 02°34'59" W	185.69
C27	640.00	51°01'28"	569.95	305.43	N 15°37'33" E	551.30
C28	550.00	22°22'14"	214.74	108.76	N 05°07'28" E	213.38



NOTES:
North Orientation is based on rotating the west line of Called 23.684 Acre Tract to Grid North (CORS96), NAD83, TEXAS STATE PLANE CENTRAL ZONE.

All improvements and easements may not be shown on this plat.

A 1/2" IRON ROD WITH CAP IS SET AT ALL CORNERS OF THE 70' wide r.o.w.

Iron Rods are not set at Easement Corners.
Field Notes Accompany Plat.

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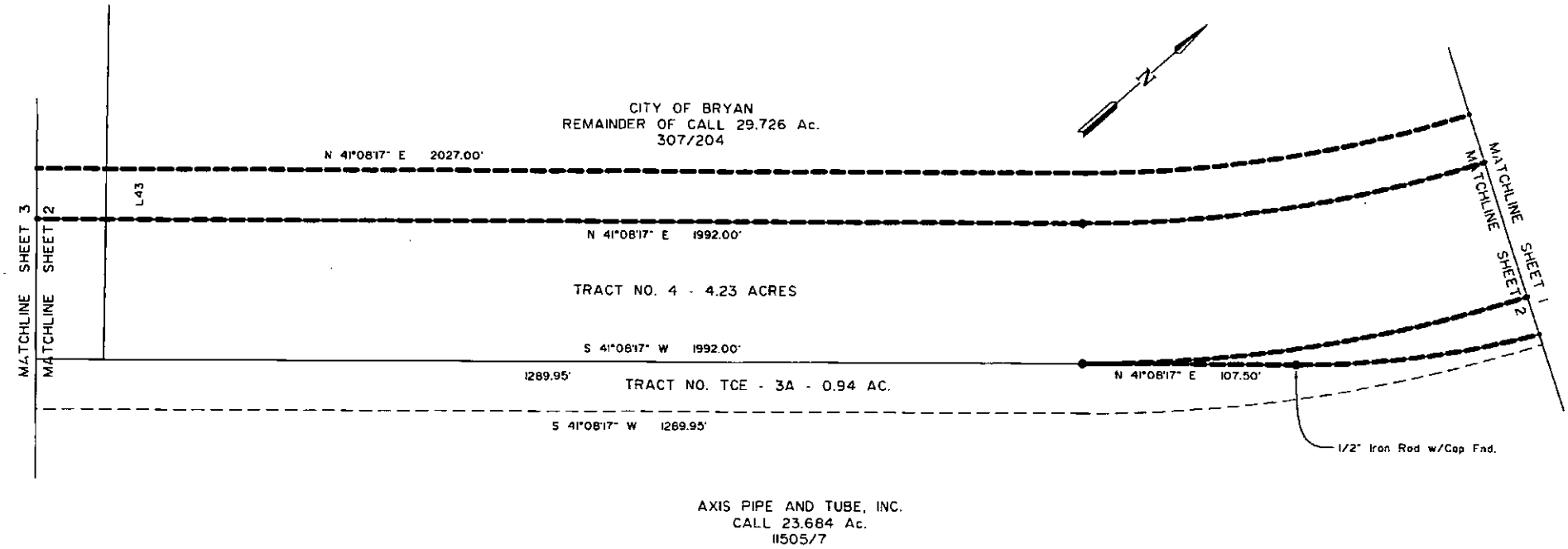
email: curtis@strongsurveying.com

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL LAND SURVEYOR

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

TRACT NO. TCE 4-A & TRACT NO. TCE 4-B
BRAZOS COUNTY
LOUIS MIKULIN ROAD
25' WIDE TEMPORARY CONSTRUCTION ESMT.
2.263 ACRES
OUT OF THE
CITY OF BRYAN

CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 204
CALLED 29.726 ACRE TRACT - VOLUME 307, PAGE 200 &
CALLED 100.805 ACRE TRACT - VOLUME 296, PAGE 216
L. McLAUGHLIN LEAGUE, A - 38 &
O. WILCOX SURVEY, A - 234
BRAZOS COUNTY, TEXAS
SCALE: 1" = 50' JUNE 16, 2014
SHEET 1 OF 4



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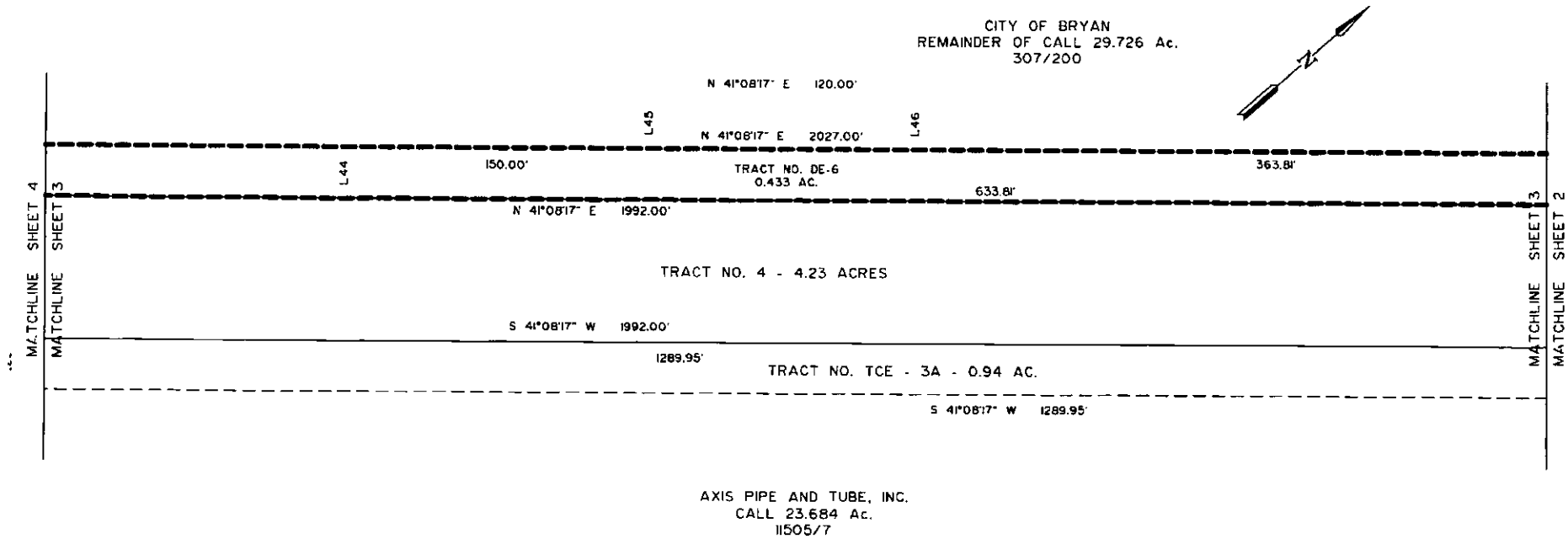

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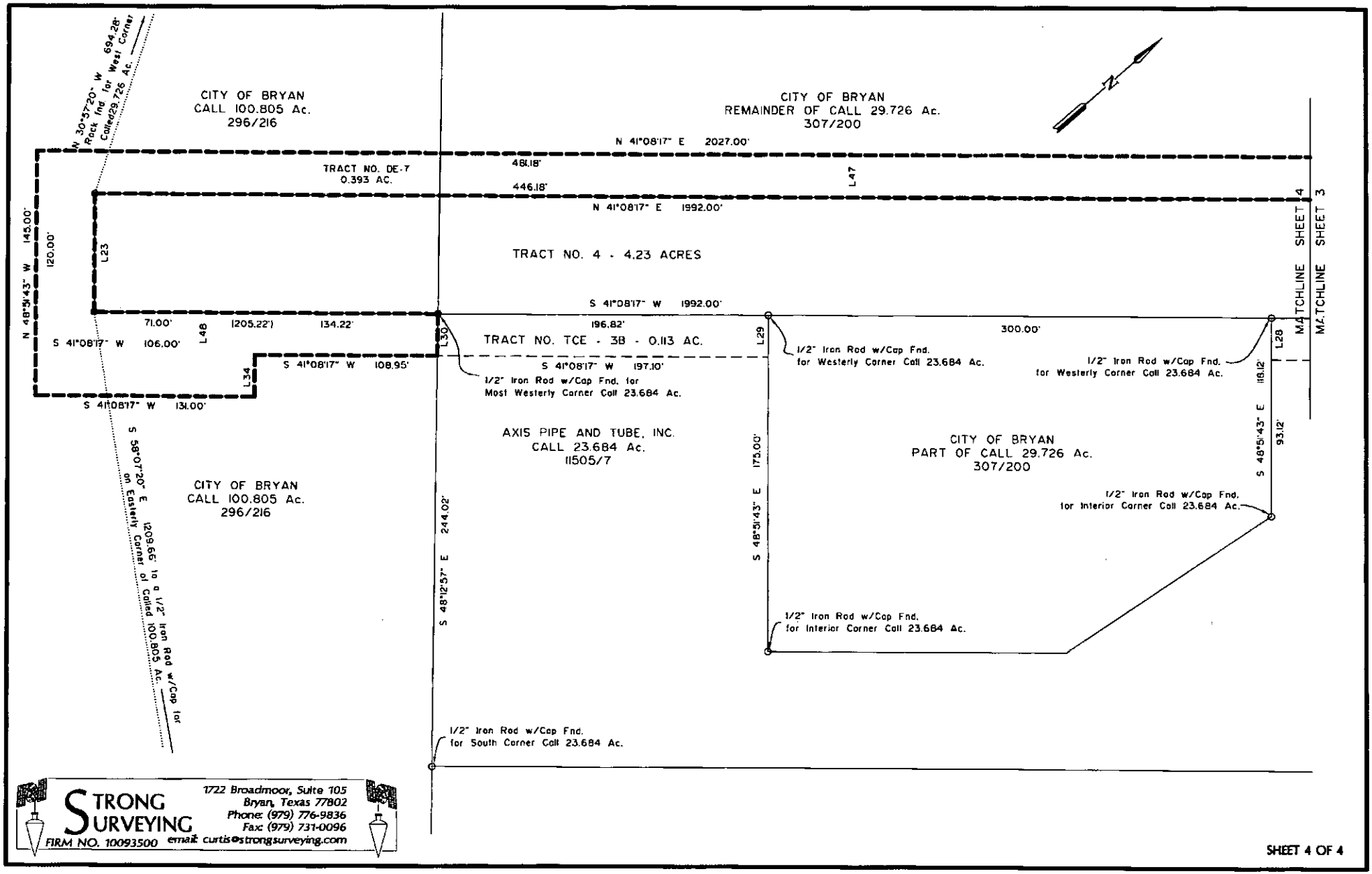
CITY OF BRYAN
CALL 100.805 Ac.
296/216
N 30°37'20" W 694.28'
Rock Fnd for West Corner
Called29.726 Ac.
CITY OF BRYAN
REMAINDER OF CALL 29.726 Ac.
307/200
N 41°08'17" E 2027.00'
TRACT NO. DE-7
0.393 AC.
481.18'
446.18'
L47
N 41°08'17" E 1992.00'
MATCHLINE SHEET 4
MATCHLINE SHEET 3
N 48°51'43" W 145.00'
120.00'
L23
TRACT NO. 4 - 4.23 ACRES
S 41°08'17" W 1992.00'
71.00'
L48
(205.22')
134.22'
196.82'
L30
TRACT NO. TCE - 3B - 0.113 AC.
L29
300.00'
L28
S 41°08'17" W 106.00'
S 41°08'17" W 108.95'
L34
S 41°08'17" W 197.10'
1/2" Iron Rod w/Cap Fnd. for
Most Westerly Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd.
for Westerly Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd.
for Westerly Corner Call 23.684 Ac.
118.12'
S 41°08'17" W 131.00'
S 58°07'20" E 1209.65' to a 1/2" Iron Rod w/Cap for
on Easterly Corner of Called 100.805 Ac.
AXIS PIPE AND TUBE, INC.
CALL 23.684 Ac.
11505/7
CITY OF BRYAN
PART OF CALL 29.726 Ac.
307/200
S 48°51'43" E 93.12'
S 48°51'43" E 175.00'
1/2" Iron Rod w/Cap Fnd.
for Interior Corner Call 23.684 Ac.
CITY OF BRYAN
CALL 100.805 Ac.
296/216
S 48°12'57" E 244.02'
1/2" Iron Rod w/Cap Fnd.
for Interior Corner Call 23.684 Ac.
1/2" Iron Rod w/Cap Fnd.
for South Corner Call 23.684 Ac.
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email: curtis@strongsurveying.com

SHEET 4 OF 4

UPRR Folder No. 2833-43

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND

BRAZOS COUNTY

AND THE

CITY OF BRYAN

COVERING THE

RELOCATION AND SIGNAL UPGRADE OF THE EXISTING MIKULIN ROAD AT GRADE PUBLIC ROAD CROSSING
(DOT NO. 745-073U)

AT

RAILROAD MILE POST 106.29 – BRYAN SUBDIVISION

AT OR NEAR

BRYAN,
BRAZOS COUNTY,
TEXAS

RESOLUTION

Approving a Public Highway At-Grade Crossing Improvement Agreement between Union Pacific Railroad Company and Brazos County and the City of Bryan

WHEREAS Brazos county wishes to enter into a Public Highway At-Grade Crossing Improvement Agreement between Union Pacific Railroad Company and Brazos County and the City of Bryan covering the relocation and signal upgrade of the existing Mikulin Road at grade public road crossing (DOT NO. 745-073U) at railroad mile post 106.29 – Bryan Subdivision at or near Bryan, Brazos County, Texas.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Brazos County does hereby approve said Public Highway At-Grade Crossing Improvement Agreement.

DULY PASSED AND SIGNED **this 30th day of September, 2014.**

Duane Peters
County Judge

Commissioner Lloyd Wassermann
Precinct 1

Commissioner Sammy Catalena
Precinct 2

Commissioner Kenny Mallard
Precinct 3

Commissioner Irma Cauley
Precinct 4

ATTEST:

Karen McQueen
County Clerk

14-021

UPRR Folder No.: 2833-43

UPRR Audit No. _____

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, with a mailing address at 1400 Douglas Street, MS 1690, Omaha, Nebraska, 68179-1690 ("Railroad"), and **BRAZOS COUNTY**, a political subdivision of the State of Texas with a mailing address at 2617 Highway 21 West, Bryan, Texas 77803 ("Political Body") and the **CITY OF BRYAN**, a political subdivision of the State of Texas with a mailing address at P.O. Box 1000, Bryan Texas 77801 (the "City").

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing Mikulin Road at-grade public road crossing, DOT No. 745-073U, at Railroad's Mile Post 106.29 on its Bryan Subdivision, in or near Bryan, Brazos County, Texas (hereinafter the "Existing Roadway").

The Political Body now desires to undertake as its project (the "Project") the relocation and signal upgrade of the Existing Roadway, including: (1) moving the existing Mikulin Road at-grade road crossing approximately 175 feet to the north of the current location onto a tangent track; (2) installing a new 40 foot depth concrete surface at the new location; (3) installing new automatic crossing gates with LED lights and constant warning devices; and (4) removal of the existing crossing and the retirement of the equipment currently thereon. The aforementioned Existing Roadway, as relocated is hereinafter the "Relocated Roadway" and where the Relocated Roadway crosses the Railroad's property is the "Crossing Area".

The Railroad originally granted the property interest for the Existing Roadway to the City, pursuant to a Private Roadway Agreement dated February 28, 1974, contained in Railroad's files as Audit No. S174603. The interest granted to the City for the Existing Roadway is of the same size and general dimension as the property interest requested for the Relocated Roadway. Therefore, under this Agreement, the Railroad will be granting a new property interest to the Political Body to facilitate the installation of the Relocated Roadway under Section 3 below. The portion of Railroad's property that Political Body needs a right to use in connection with the Relocated Roadway is shown in the location on the Railroad Location Print marked **Exhibit A**, and described on the Detailed Plans marked **Exhibit A-1**, each exhibit being attached hereto and hereby made a part hereof.

In addition to the foregoing grant of right for the Relocated Roadway, under this Agreement any and all property interests originally granted to the City for the Existing Roadway are no longer valid, and are hereby deemed vacated and abandoned by the City pursuant to the terms of Section 17 below.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1.

The exhibits below are attached hereto and hereby made a part hereof.

Exhibit A	Railroad Location Print
Exhibit A-1	Detailed Plans
Exhibit B	General Terms and Conditions
Exhibit C	Railroad's Material and Force Account Estimate (Signal)
Exhibit C-1	Railroad's Material and Force Account Estimate (Surface Installation)
Exhibit C-2	Railroad's Material and Force Account Estimate (Surface Removal)
Exhibit D	Railroad's Form of Contractor's Right of Entry Agreement

SECTION 2.

The General Terms and Conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

SECTION 3. RAILROAD GRANTS RIGHT

For and in consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Relocated Roadway over and across the Crossing Area.

SECTION 4.

The Railroad, at Political Body's expense, shall furnish all labor, material, equipment and supervision for the Roadway improvements:

- Moving the existing Mikulin Road at-grade road crossing approximately 175 feet to the north of the current location onto a tangent track;
- Installing a new 40 foot depth concrete surface at the new location;
- Installing new automatic crossing gates with LED lights and constant warning devices;
- Removal of the existing crossing and the retirement of the equipment currently thereon;
- Engineering, and
- Flagging.

SECTION 5.

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated June 18, 2014, (Signal); July 17, 2014 (Surface Installation); and September 17, 2014 (Surface Removal), marked **Exhibit C, C-1, and C-2** respectively, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's

estimated cost for the Railroad's work associated with the Project is $246,694.00 (Signal); $86,370.00 (Surface Installation); and $67,762.00 (Surface Removal).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Political Body agrees to reimburse the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the Railroad's normal and customary additives (which shall include direct and indirect overhead costs) associated therewith.

SECTION 6.

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications and submit such plans and specifications to the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, for review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering–Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the permitting, design, details or construction of the Roadway.

SECTION 7.

The Railroad, at the Political Body's expense, shall maintain the crossing between the track tie ends. If, in the future, the Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than concrete planking, the Railroad, at Political Body's expense, shall install such replacement surfacing.

SECTION 8.

A. The Political Body, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and will install advanced warning signs, railroad signal activated amber advance warning flashing signals, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

B. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the track tie ends.

SECTION 9.

If Political Body's contractor(s) is/are performing any work described in Section 5 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as **Exhibit D**. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

SECTION 10.

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 11.

The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

SECTION 12.

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express prior written consent of the Railroad.

SECTION 13.

The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the

Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

SECTION 14.

The Political Body agrees to reimburse the Railroad the cost of future maintenance of the automatic grade-crossing protection within thirty (30) days of the Political Body's receipt of billing.

SECTION 15.

Upon execution and delivery of this Agreement, the Political Body shall pay to the Railroad an administrative handling charge of **ONE THOUSAND DOLLARS ($1,000.00)**.

SECTION 16. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project.

SECTION 17. SPECIAL PROVISION REGARDING CLOSURE OF EXISTING ROADWAY.

The City acknowledges that upon execution of this Agreement, any rights in the Existing Roadway under the Private Roadway Agreement of February 28, 1974, and any other related agreement, easement, or property interest related thereto, are void, and hereby deemed vacated and abandoned by the City. Furthermore, after having executed this Agreement, the City will take all actions necessary to permanently close and vacate the Existing Roadway, easement and/or any other rights across the Railroad's property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____
DANIEL A. LEIS
General Director – Real Estate

WITNESS:

Bethany Ecks

BRAZOS COUNTY

By_____

Printed Name: Duane Peters

Title: County Judge

WITNESS:

_____

CITY OF BRYAN

By_____

Printed Name:_____

Title:_____

EXHIBIT A

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
Railroad Location Print

RAILROAD LOCATION PRINT
ACCOMPANYING AN
EXISTING AT-GRADE PUBLIC ROAD CROSSING
IMPROVEMENT AGREEMENT

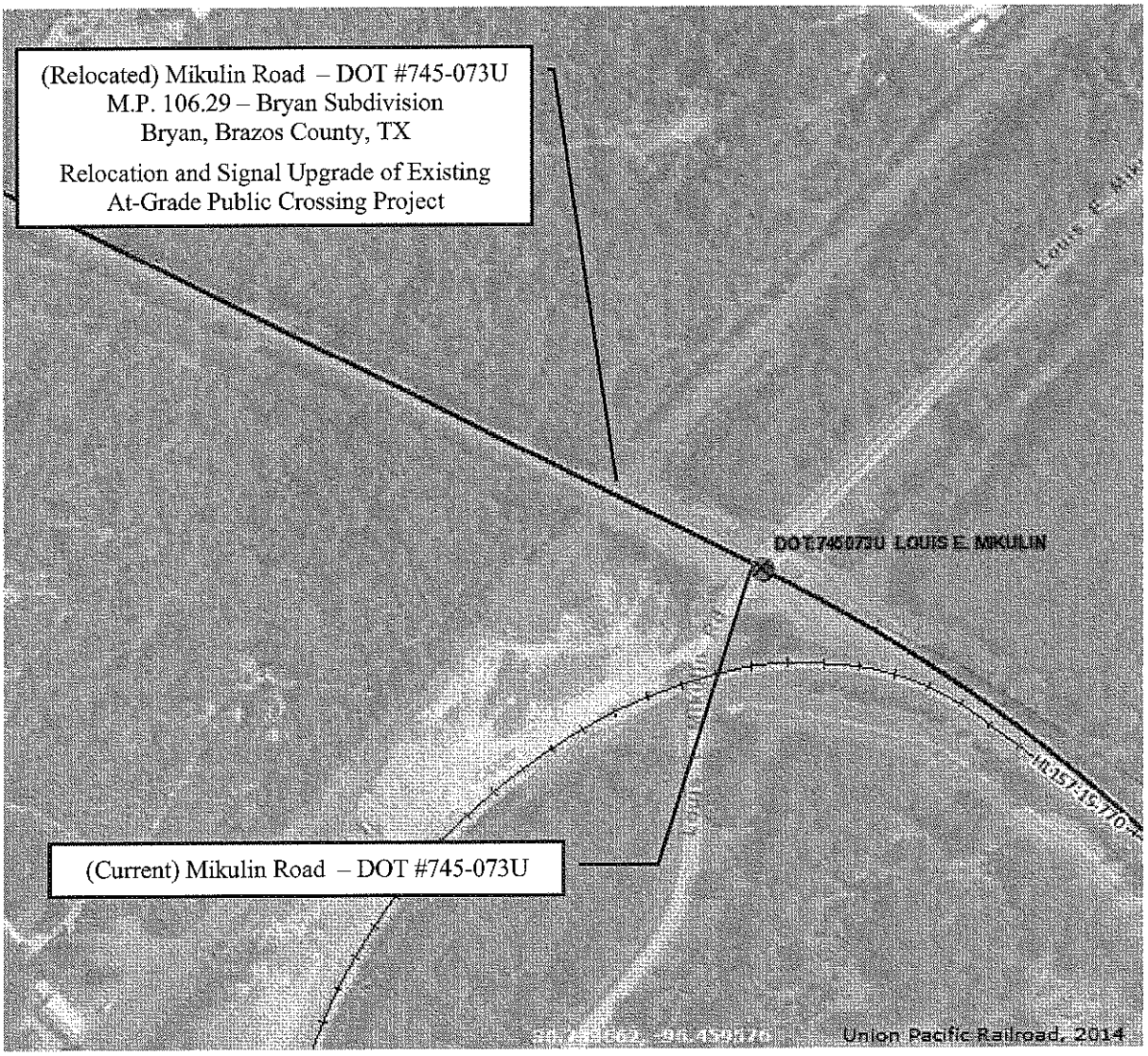


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

BRYAN SUBDIVISION
RAILROAD MILE POST 106.29
BRYAN, BRAZOS COUNTY, TX

To accompany Public Road Crossing Improvement Agreement with

BRAZOS COUNTY

covering a Relocation and Signal Upgrade Project.

Folder No. 2833-43 Date: September 15, 2014

WARNING

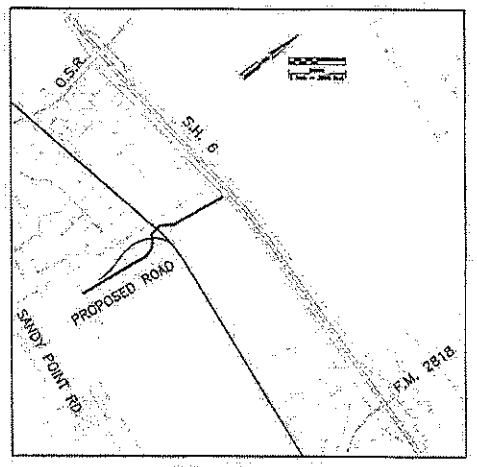
IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

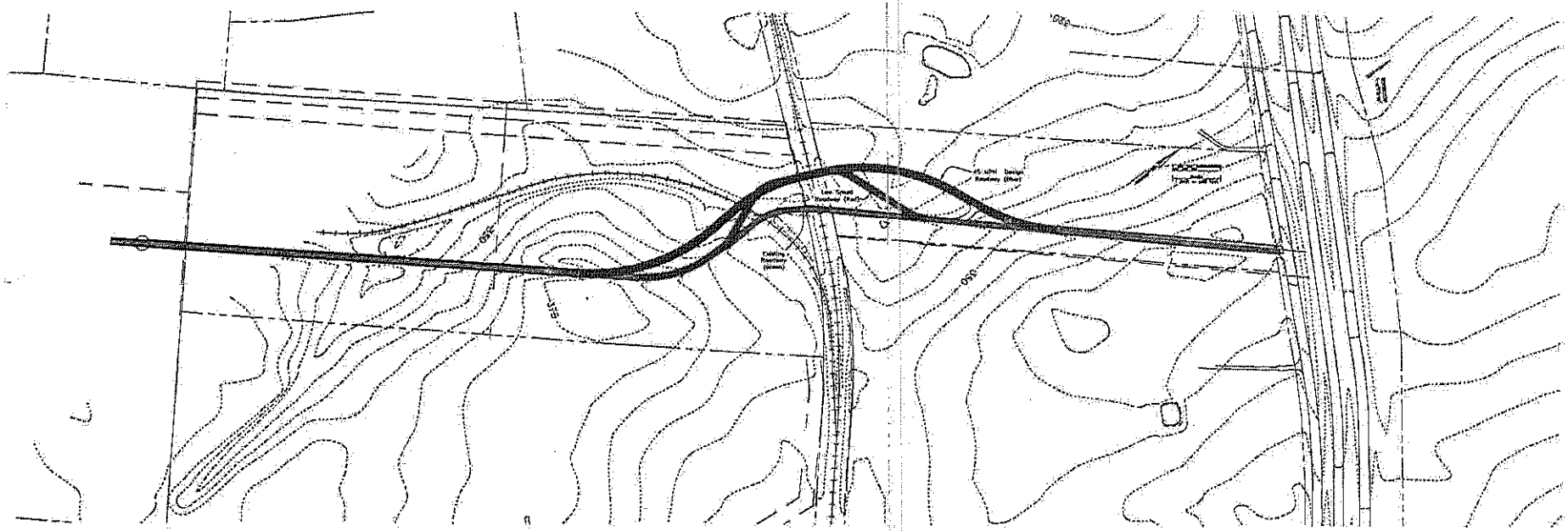
To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
Detailed Plans

PROJECT BENCHMARK: Northern corner of Existing Curb Inlet, Elev=259.70



VICINITY MAP



MITCHELL M&M MORGAN

T.979.260.6963
F.979.260.3564
FIRM# 1443

Prepared For:

Revisions

ROADWAY ALIGNMENT EXHIBIT

LOUIS E. MIKULIN ROAD
BRAZOS COUNTY, TEXAS

AA

Of 1 Sheets

Exhibit A 1

EXHIBIT B

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of

the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are

of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that

period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be

constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this

Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate
(Signal)

DATE: 2014-06-18

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2014-12-17

DESCRIPTION OF WORK:
INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
WITH GATES AT BRYAN, TX. LOUIS E. MIKULIN RD. M.P. 106.29
ON THE BRYAN SUB. DOT #745073U
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL/TRACK - BRAZOS COUNTY - 100%
ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND
OVERHEAD CONSTRUCTION COST'S - SIGNAL 176.51% & TRACK 211.70%

PID: 85368 AWO: 22329 MP,SUBDIV: 106.29, BRYAN
SERVICE UNIT: 09 CITY: BENCHLEY STATE: TX

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			4612		4612		4612
LABOR ADDITIVE 176.51%			16602		16602		16602
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			26035		26035		26035
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				2701	2701		2701
LABOR ADDITIVE 176.51%			80887		80887		80887
MATL STORE EXPENSE				12	12		12
METER SERVICE				10000	10000		10000
PERSONAL EXPENSES				21450	21450		21450
ROCK/GRAVEL/FILL				20000	20000		20000
SIGNAL			44926	27017	71943		71943
TRANSP/IB/OB/RCLW CONTR				2640	2640		2640
TOTAL SIGNAL			126713	83820	210533		210533
TRACK & SURFACE WORK							
ENVIRONMENTAL - PERMITS				10	10		10
FIELD WELD			132		132		132
LABOR ADDITIVE 211.70%			3430		3430		3430
MATL STORE EXPENSE				184	184		184
OTM			2675	3180	5855		5855
WELD			11	504	515		515
TOTAL TRACK & SURFACE			6248	3878	10126		10126
LABOR/MATERIAL EXPENSE			158996	87698			
RECOLLECTIBLE/UPRR EXPENSE					246694	0	
ESTIMATED PROJECT COST							246694

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES SERVICE UNIT: 09

INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
WITH GATES AT BRYAN, TX. LOUIS E. MIKULIN RD. M.P. 106.29
ON THE BRYAN SUB. DOT #745073U
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL/TRACK - BRAZOS COUNTY - 100%

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

SCOPE OF WORK

PROJECT NUMBER	VAL SEC	STATE	M.P. FROM	M.P. TO	SEGMENT	JOINT FACILITY
85368	4132X	TX	106.29	106.29	1374	

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

LABOR PLAN

GANG TYPE	GANG TYPE DESCRIPTION	GANG NBR	NUMBER IN GANG	WORK CODE	WORK CODE DESCRIPTION	GANG DAYS ALLOWED	DIRECT LABOR $
SIGCU5	SIGNAL 5 MAN G	0	5	34004	SIG-HWY XNG	3.25	3867.83
SIGCU5	SIGNAL 5 MAN G	0	5	34007	SIG-HWY XNG	2.00	2380.20
					SUB-TOTAL	5.25	6248.03
SIG005	5 PERSON FOR S	0	5	34004	SIG-HWY XNG	32.50	38678.26
WLD002	2 PERSON WELDI	0	2	13004	FIELD WELD	0.18	132.86
WLD002	2 PERSON WELDI	0	2	13005	WELDS-RENEW	0.01	11.39
WLD002	2 PERSON WELDI	0	2	14003	OTM UNLD/DI	0.67	478.31
WLD002	2 PERSON WELDI	0	2	14004	OTM INSTALL	3.11	2197.90
					SUB-TOTAL	3.99	2820.46
					TOTAL		47,746.75
					PER-DIEM / TRAVEL EXPENSE		1,200

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

STOCK MATERIAL PLAN

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL $
09010800	CABLE SPLICING KIT. N-2	36.57	2	EA	73
09034550	TAPE, ELECTRICAL INSULATION	4.37	2	RL	9
09424920	CONDUIT, 4", PVC, TYPE 40	1.90	60	LF	114
09844170	GROUND ROD, 5/8 INCH X 8 FEET	9.65	8	EA	77
09846750	GRND.ROD CONN. 4WAY ONESHOT.	5.64	8	EA	45
09904000	WIRE, #2 AWG 3 COND 300 FT.SPOOL	5.44	300	LF	1632
09908640	WIRE,#6 AWG.1 COND.COPPER,SOLID	0.50	200	LF	100
09912200	WIRE #6 AWG 2 CND 500'ROLL SHIELD	1.99	500	LF	995
09913200	WIRE,#6, 5 COND 500'ROLL SHIELDED	3.80	500	LF	1900
09914550	WIRE,#6, 5 COND 1000'ROLL SHIELDE	3.70	200	LF	740
09930550	WIRE #10 AWG 1 COND COPPER, STRAN	0.24	500	LF	120
09932310	WIRE #10 AWG 1 COND COPPER, TWIST	0.55	200	LF	110
09946070	WIRE #14 7 COND 1000'ROLL SHIELDE	1.60	1500	LF	2400
09946100	WIRE #14, 7 CND 500' ROLL SHIELDE	1.65	500	LF	825
09960090	WIRE #16 AWG 1 COND COPPER, STRAN	0.11	200	LF	22
17061400	PADLOCK,SIGNAL,WITHOUT KEY,AMERIC	15.49	4	EA	62
35040020	PLASTER OF PARIS, #DAP 10308	3.40	1	BX	3
39369480	SIGN MOUNTING KIT 5"	123.00	2	EA	246
52005700	BOND WIRE,7 STRANDS 100 LF. ROLL	1.09	200	LF	218
52021550	FOUNDATION,4',STEEL,FOR FLSHR/GAT	366.18	2	EA	732
52024670	FOUNDATION COMPONENT SET - 57 INC	494.19	1	ST	494
52070010	TERMINAL,#12-10 WIRE,RING TONGUE	0.24	150	EA	36
52076930	TRAFFIC INTERCONNECT BOX #8010012	265.00	1	EA	265
52079550	WIRE TAG, PLASTIC - WHITE	0.25	100	EA	25
52079560	MARKING PEN(FOR WHITE TAG)	1.95	1	EA	2
52108120	LED FL/GATE ASSY.2 WAY LIGHTS	6883.25	2	EA	13767
52109370	GATE ARM, ADJ.16-32'	426.89	2	EA	854
52122140	HIGH WIND BRACKET 5"OR 4"	65.84	2	EA	132
52136380	SHEAR BOLT,74GS2W-1,NEG	5.48	2	EA	11
52136480	SHEAR PIN,74GS2W-2,NEG	4.73	2	EA	9
52145130	CROSSING GATE ALIGNMENT ARROWS	1.10	2	PK	2
52263600	SURGE ARRESTOR,METER LOOP.	36.48	1	EA	36
52745830	RELAY, TAB 884, NEUTRAL, A62-277	353.24	1	EA	353
52773800	RELAY BRACKET.HOLDS 2 B1 RELAYS.	81.98	1	EA	82
52776370	RELAY PLUGBOARD,GRS B1,TAB 900	30.45	1	EA	30
52777970	FLAG TERMINAL, FOR GRS, 14-10	2.44	15	EA	37
52778110	FLAG TERMINAL, FOR GRS, 20-16	1.48	15	EA	22
52779280	RELAY TEST TERM,GRS B1	6.39	1	EA	6
53648010	INSULATING CAP & SHIELD ASSY.	2.40	4	EA	10
53792820	UN451552-0201 LIGHTNING ARRESTER	11.02	4	EA	44

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

53954500	180429-000 BOOTLEG KIT	53.78	4 EA	215
55016500	RAIL ANCHOR 6" BASE UNIT	1.26	480 EA	605
55255300	FIELD WELD KIT, 136# ONE SHOT	57.50	8 EA	460
55264570	PACKING SAND, PRE-MIXED (PER SACK	22.32	1 CA	36
55264930	REFRACTORY PASTE	1.84	2 EA	4
55322320	INS JNT 136# PLUG 26'6" BUY USA	1218.07	2 EA	2436
	TOTAL			30,396

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

JOB NO.	ACCT NO.	DESCRIPTION	QTY	UM	UNIT COST	LABOR	MATERIAL	TOTAL P.I.	CHRGABLE O.E.	TO OTHER
		VAL SEC: 4132X								
		** NON JOINT FACILITY **								
		** MAIN LINE **								
1	709	ENGINEERING				4612				
		SIG-HWY XNG W/C 34001				4821				
		LABOR ADDITIVE 176.51%				16602				
										709-0021-00010
		JOB TOTAL				26035				26035
3	009	WELD					504			
		FIELD WELD - W/C 13004		MD		132				
		WELDS-RENEW/ W/C 13005		MD		11				
		MATL STORE EXPENSE					25			
		LABOR ADDITIVE 211.70%				175				
										709-0021-00010
		JOB TOTAL				318	529			847
4	010	OTM					3180			
		OTM UNLD/DIS W/C 14003	1	MD		478				
		OTM INSTALL W/C 14004	6	MD		2197				
		MATL STORE EXPENSE					159			
		LABOR ADDITIVE 211.70%				3255				
										709-0021-00010
		JOB TOTAL				5930	3339			9269
6	027	SIGNAL					27017			
		SIG-HWY XNG W/C 34004	178	MD		42546				
		BILL PREP				900				
		PERSONAL EXPENSES					21450			
		TRANSP/IB/OB/RCLW CONTR					2640			
		ROCK/GRAVEL/FILL					20000			
		METER SERVICE					10000			
		CONTRACT					2701			
		MATL STORE EXPENSE					12			
		LABOR ADDITIVE 176.51%				76686				
										709-0021-00010

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

JOB NO.	ACCT NO.	DESCRIPTION	QTY	UM	UNIT COST	LABOR	MATERIAL	TOTAL P.I.	CHRGABLE O.E.	TO OTHER
		JOB TOTAL				120132	83820			203952
801	709	BRAZOS COUNTY								
		SIGNAL								
		SIG-HWY XNG W/C 34007	10	MD		2380				
		LABOR ADDITIVE 176.51%				4201				
										709-0021-00010
		JOB TOTAL				6581				6581
799	709	ENVIRONMENTAL - PERMITS					10			
										709-0021-00010
		JOB TOTAL					10			10
		PROJECT TOTALS 85368				158996	87698			246694

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

JOB NO.	ACCT NO.	DESCRIPTION	QTY	UM	UNIT COST	LABOR	MATERIAL	TOTAL P.I.	CHRGABLE O.E.	TO OTHER
										ACCT 709 SUBTOTAL 246694
		ESTIMATE TOTALS				1589961	876981			246694

ESTIMATED BY: ESRV241 CID#: 263879 00

TOTAL ESTIMATED EXPENITURES: $246,694

DATE: 06-18-2014 APPROVED BY:

APPROVED BY:

FORM 30-2

WORK ORDER AUTHORITY-DETAIL OF ESTIMATED CREDITS

PROJ NO: 85368
A.W.O. NO: 22329
W.O. NO:
B.I. NO: 13EN10
STATE: TX
VAL SEC: 4132X

RAILROAD: UPRR CO.
LOCATION: BRYAN,TX,LOUIS E. MIKULIN
DEPARTMENT: ENGINEERING SERVICES

JOB NO.	ACCT NO.	DESCRIPTION	SALVAGE	LEDGER VALUE
		VAL SEC: 4132X		
		** MAIN LINE **		
900		RET. SIGNAL		

ESTIMATED CREDIT TO 'RESERVE FOR ROAD PROPERTY TO BE RETIRED AND REPLACED' ..... $ _____
ESTIMATED CREDIT TO 'RESERVE PROPERTY RETIRED AND NOT TO BE REPLACED' ..... $ _____
ESTIMATED CREDIT TO 'EQUIPMENT RETIRED' ..... $ _____
ESTIMATED CREDIT TO ..... $ _____

ESTIMATED BY: ESRV241 CID#: 263879 000

DATE: 06-18-2014 APPROVED BY: APPROVED BY:

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS

FOR PID #85368

BUILDING AMERICA®

BY THE UNION PACIFIC RAILROAD

STREET	LOUIS E. MIKULIN
TOWN	BRYAN, TX.
MILEPOST	106.29
SUBDIVISION	BRYAN
AAR/DOT NO.	745073U
WORK ORDER#	22329

DESCRIPTION	UNIT VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT, (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (ONE PAIR OF FLASHING LIGHTS)	2	2	4
ADDITIONAL PAIR OF LIGHTS	1	2	2
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	0	0
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	0	0
GCP/HXP (Constant warning device, per track circuit)	15	2	30
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	0	0
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE*	2	1	2
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	2	2

TOTAL UNIT COUNT 40

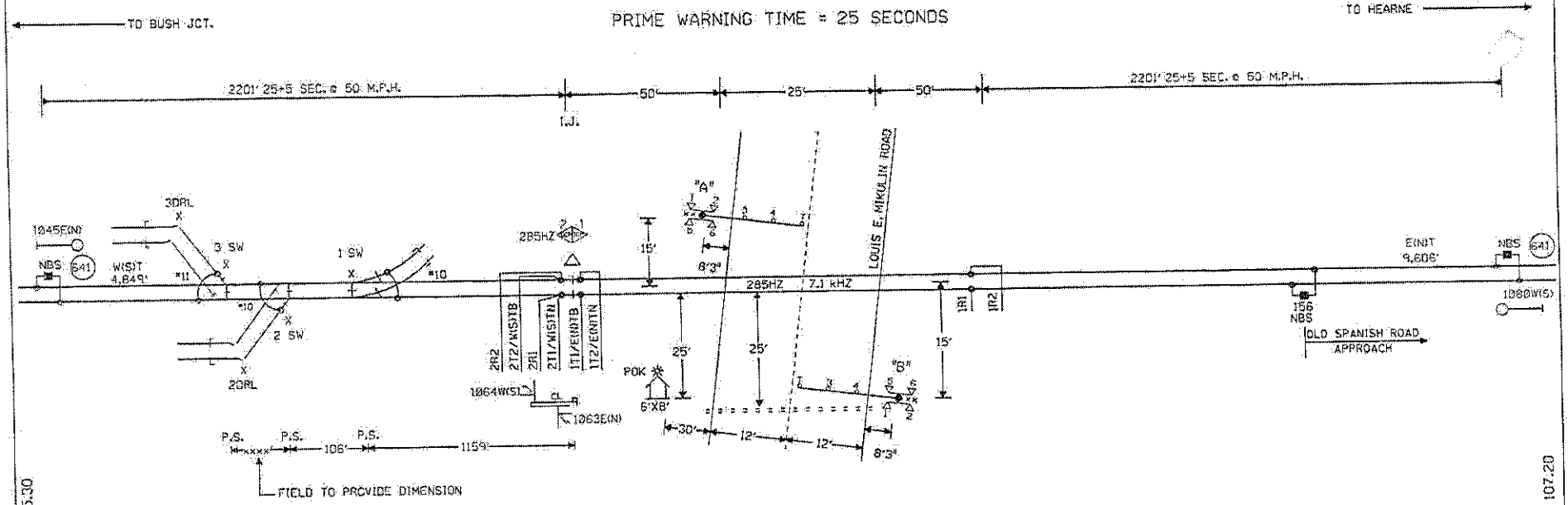
PAVEMENT RESTORATION COSTS (Actual)

Annual Maintenance Cost at $170/Unit $6,800

*UP supplied Unit Value

June 18, 2014

PRIME WARNING TIME = 25 SECONDS



CONSTRUCTION NOTES:

1) TO BE INSTALLED WITH OR AFTER PTC WO# 12898
2) REUSE AND RELOCATE EXISTING 6X8 HOUSE FROM PTC WO# 12898
3) REUSE AND RELOCATE EXISTING INTERMEDIATE SIGNAL AND FOUNDATION FROM PTC WO# 12898
4) REUSE AND RELOCATE EXISTING SHUNTS
5) INSTALL NEW FLASHERS/GATES AND U.G. CABLE
6) INSTALL NEW U.G. CABLE TO INTERMEDIATE SIGNAL AND FROM HOUSE TO HAND THROW SW. #1 IN WEST APPROACH
7) ORDER AND INSTALL (1) RELAY RACK, 2 (1) TAB 199 TIB BOX, AND (1)TAB 884 RELAY FOR INTERCONNECTION
8) HAND THROW SWITCH #3 TO BE INSTALLED WITH WO# 23862 (AXIS PIPE/PROLAMAS)

NOTES:

⊗ = TWISTED WIRES INSULATED 1 TWIST PER FT. ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH. LENGTHS SHOULD NOT EXCEED MANUFACTURES RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

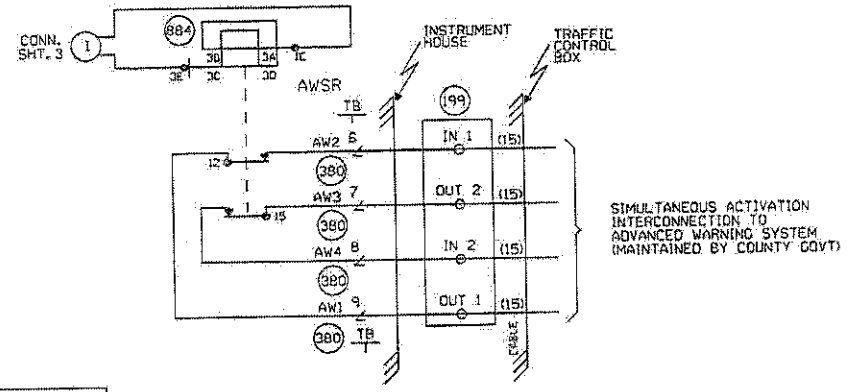
ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 45' CONDUIT

LIGHTS: LED LIGHTS

GATE A: 20'
GATE B: 20'

xx = BELL



△ = ENSURE TRACK POLARITY IS TRANSPOSED ACROSS ALL INSULATED JOINTS.

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

W(S) ←—○—→ E(N)

CABLE TABULATION

CABLE NO. 15 U.G.B.T. HOUSE TO COUNTY ADVANCED WARNING SYSTEM

NEW SHEET

						Designed 05/27/14 INSTALL FLASHERS, GATES AND CKT #1 LOUIS E. MIKULIN RD. MP. 106.29	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 05/27/14	UNION PACIFIC RAILROAD	Sht. 1
						Drawn 05/27/14	D. A. LAST LEVEL CHECKED	DU		Des: NBT	BRYAN, TEXAS	DOT 745073U
						Chk: MRN	LAST LEVEL MOD THIS TYPICAL	DU		Chk: MRN	LOUIS E. MIKULIN ROAD	MP: 106.29
						AFE: 22329	LAST LEVEL BY DESIGNER	DU		AFE: 22329	BRYAN SUBDIVISION	ID: TH010629.1X
							CHANGED FROM TYPICAL? (Y/N)	Y			Office of AVP Engineering - Signal, Omaha, Nebraska	

EXHIBIT C-1

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate
(Surface Installation)

DATE: 2014-07-17

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2015-01-15

DESCRIPTION OF WORK:
2014 RECOLLECT PROGRAM
BRYAN SUBDIVISION
MP 106.29 DOT # 745073U LOUIS E. MIKULIN STREET
INSTALL 40 TF OF CROSSING SURFACE INCLUDING TIES,RAIL,OTM
PROJECT TO BE FUNDED 100% BY BRAZOS COUNTY

PID: 85370 AWO: 22548 MP,SUBDIV: 106.29, BRYAN
SERVICE UNIT: 09 CITY: BENCHLEY STATE: TX

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			3557		3557		3557
LABOR ADDITIVE 211%			7505		7505		7505
TOTAL ENGINEERING			11062		11062		11062
SIGNAL WORK							
LABOR ADDITIVE 211%			1596		1596		1596
SIGNAL			756	5	761		761
TOTAL SIGNAL			2352	5	2357		2357
TRACK & SURFACE WORK							
BALAST	2.00	CL	4	1818	1822		1822
BARRICADES				6000	6000		6000
BILL PREP FEE				900	900		900
DRAINAGE IMPROVEMENT				5000	5000		5000
ENVIRONMENTAL - PERMITS				10	10		10
EQUIPMENT RENTAL				10000	10000		10000
FOREIGN LINE FREIGHT				790	790		790
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 211%			14626		14626		14626
MATL STORE EXPENSE				297	297		297
OTM			801	371	1172		1172
RAIL	160.00	LF	2634	3299	5933		5933
RDXING	40.00	TF	946	11958	12904		12904
SALES TAX				858	858		858
TRK-SURF,LIN			3337		3337		3337
WELD			894	249	1143		1143
XTIE	36.00	EA	3411	3848	7259		7259
TOTAL TRACK & SURFACE			26653	46298	72951		72951
LABOR/MATERIAL EXPENSE			40067	46303			
RECOLLECTIBLE/UPRR EXPENSE					86370	0	
ESTIMATED PROJECT COST							86370
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT C-2

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate
(Surface Removal)

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK BY THE
UNION PACIFIC RAILROAD COMPANY
FOR BRAZOS COUNTY, TEXAS

DESCRIPTION OF WORK: PROVIDE FLAGGING FOR BRAZOS COUNTY OR ITS CONTRACTOR FOR A MAXIMUM OF 30 TOTAL DAYS AT $1440.00 PER DAY.
ALSO INSTALL BARRICADES AND REMOVE EXISTING CROSSING

DOT 745073U

BRAZOS COUNTY PROJECT ID: 2013-86
UPRR PID 85370
UPRR AWO 22548

LOCATION: BRYAN, TX **SERVICE UNIT**: 9 **STATE:** Texas **9/17/2014**

DESCRIPTION	LABOR	MATERIAL	TOTAL
JOB 001 - ENGINEERING	$ 11,062.00		
JOB 010 - FLAGGING	$ 43,200.00		
JOB 095 - BARRICADES	$ 6,000.00		
JOB 515 - ROADWAY REMOVAL	$ 7,500.00		
TOTAL PROJECT:	**$ 67,762.00**	**$ -**	**$ 67,762.00**

EXISTING REUSABLE MATERIAL - NONE

EXISTING NONREUSABLE MATERIAL - NONE

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS: $ 67,762.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIALS, EXPENSES, OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

FIBER OPTIC CABLE ! UNION PACIFIC CALL BEFORE YOU WORK ON R/W 1-800-336-9193

EXHIBIT D

To Public Highway At-Grade Crossing
Improvement Agreement

Cover Sheet for the
Railroad's Form of
Contractor's Right of Entry Agreement

BUILDING AMERICA

UPRR Folder No. 2833-43

UPRR Audit No.: _____
(Audit Number)

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

(TEXAS CITIES/COUNTIES)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____,
(NAME OF CONTRACTOR)

a _____ corporation ("Contractor").
(Corporate Status)

RECITALS:

Contractor has been hired by Brazos County ("Public Agency") to perform work relating to

_____
(Work to be Performed)

(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post _____ on Railroad's _____,
(Mile Post) *(Name of Subdivision)*

DOT No. _____, located at or near _____, in _____ County,
(DOT Number) *(City)* *(County)*

State of Texas, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and the Public Agency.
(Date of C&M Agreement)

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

SAMPLE

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C** and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

DAVID S. GITLITZ
MGR TRACK MNTCE
24189 ALDINE WESTFIELD RD LLOYD YARD
SPRING, TX 77373
Work Phone: 713-577-0720
Cell Phone: 281-222-8527

DROZDROSKI DRIVER
MGR SIGNAL MNTCE
100 E DAVIS RM 100 E DAVI
HEARNE, TX 77859
Work Phone: 402-501-4473
Cell Phone: 979-219-0454

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and

SAMPLE

continue until _____, unless sooner terminated as herein provided, or
(Expiration Date)
at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with (i) the insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No. 2833-43

ARTICLE 7 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 8 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 9 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

SAMPLE

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

Signed By:_____
JASON E. MASHEK
Manager Real Estate

_____
(Name of Contractor)

Signed By:_____

Printed Name:_____

Title:_____

SAMPLE

RAILROAD LOCATION PRINT
ACCOMPANYING A
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

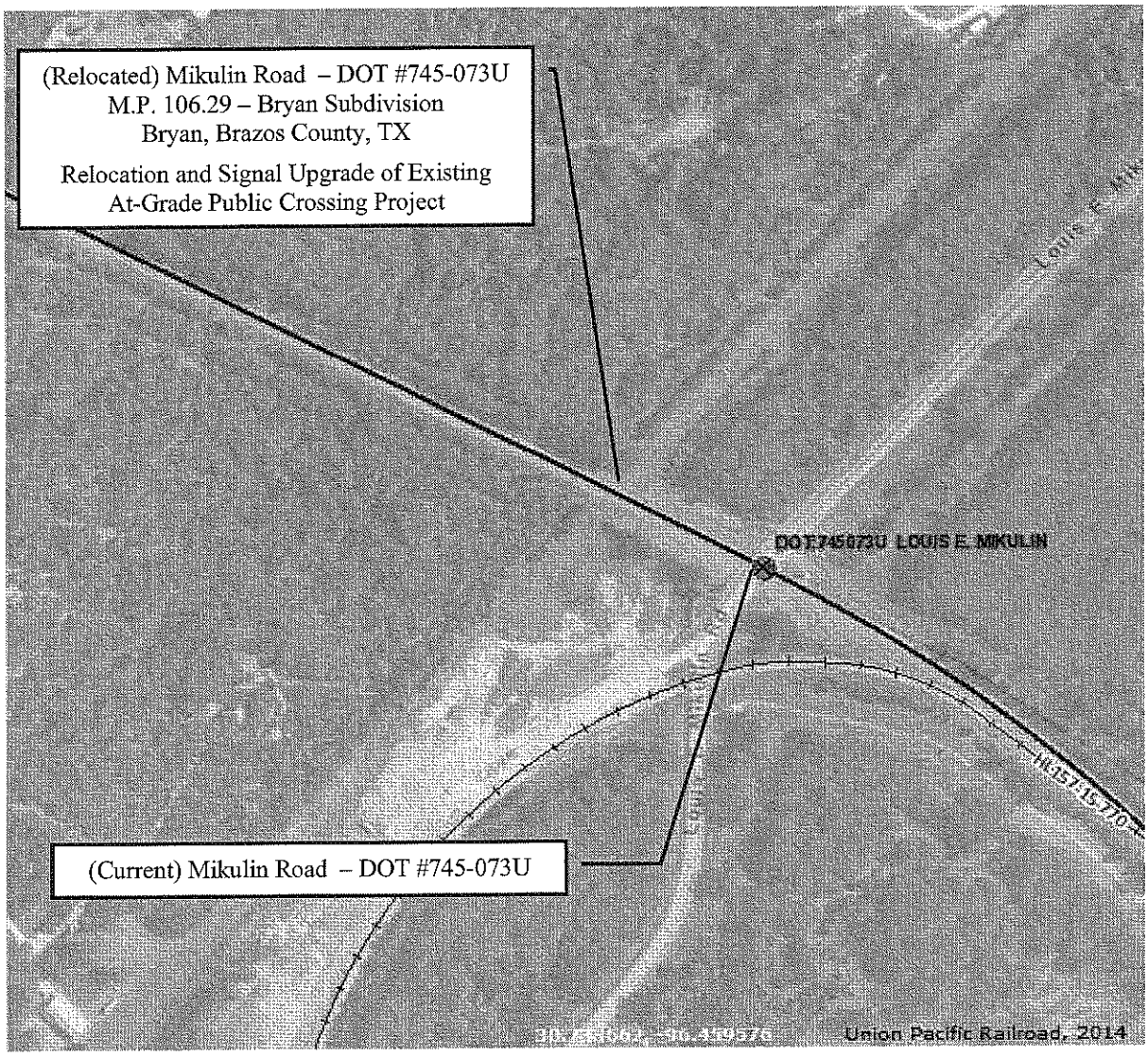


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

BRYAN SUBDIVISION
RAILROAD MILE POST 106.29
BRYAN, BRAZOS COUNTY, TX

To accompany a Contractor's Right of Entry Agreement with

BRAZOS COUNTY AND/OR ITS CONTRACTORS

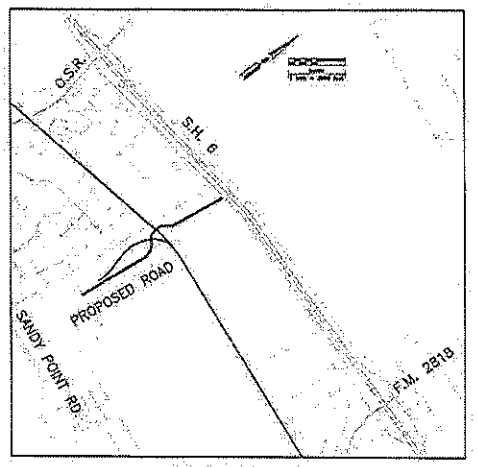
covering a Relocation and Signal Upgrade Project.

Folder No. 2833-43 Date: September 15, 2014

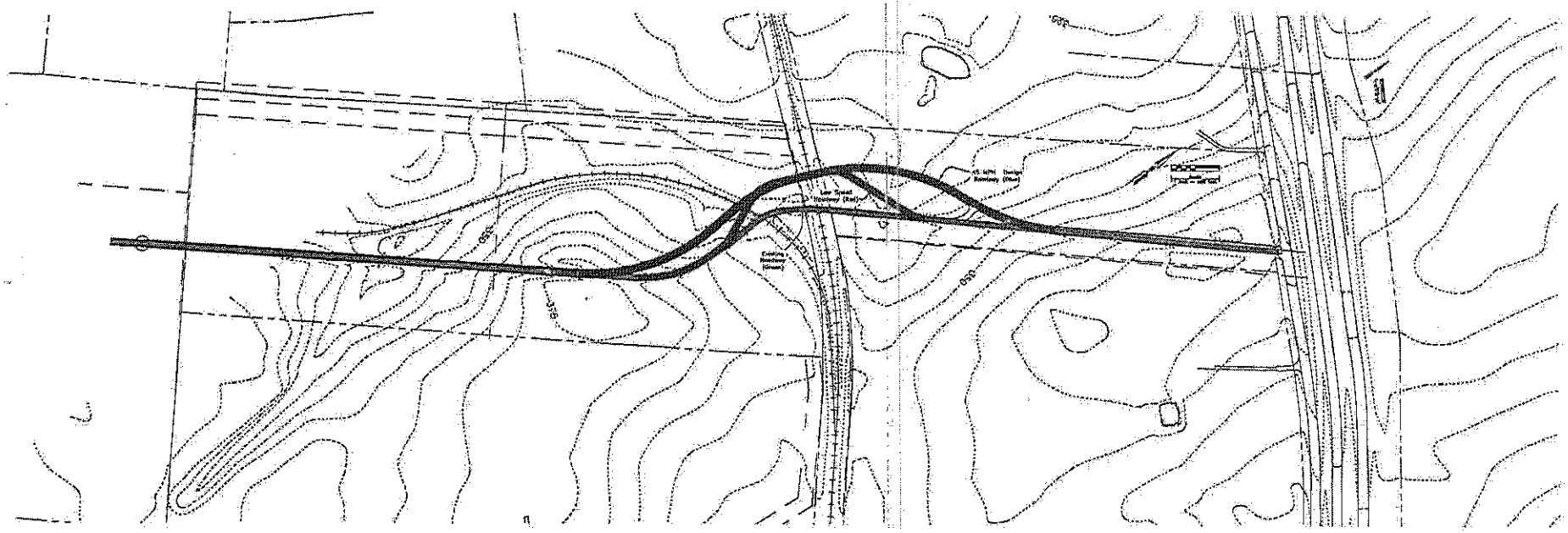
WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

PROJECT BENCHMARK: Northeast corner of Existing Curb Inlet, Elev=289.79



VICINITY MAP



MITCHELL M&M MORGAN

T.979.260.6963
F.979.260.3564
FIRM# 1443
811 UNIVERSITY DRIVE EAST
SUITE 204
COLLEGE STATION, TX 77840

Prepared For:

Revisions

ROADWAY ALIGNMENT EXHIBIT

LOUIS E. MIKULIN ROAD
BRAZOS COUNTY, TEXAS

AA

Of 1 Sheets

Exhibit A 1

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of thirty (30) days notice prior to the cessation of the need for a flagman. If thirty (30) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the thirty (30) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be

freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS OR EXPENSES OF WHATSOEVER NATURE IN ANY WAY CONNECTED WITH OR GROWING OUT OF SUCH WORK DONE, LABOR PERFORMED, OR MATERIALS FURNISHED. IF CONTRACTOR FAILS TO PROMPTLY CAUSE ANY LIEN TO BE RELEASED OF RECORD, RAILROAD MAY, AT ITS ELECTION, DISCHARGE THE LIEN OR CLAIM OF LIEN AT CONTRACTOR'S EXPENSE.**

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

SAMPLE

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY RAILROAD UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

SAMPLE

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST RAILROAD.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

SAMPLE

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $2,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **BUSINESS AUTOMOBILE COVERAGE INSURANCE**. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of Texas.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include:

- liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and
- the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **RAILROAD PROTECTIVE LIABILITY INSURANCE**. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **UMBRELLA OR EXCESS INSURANCE**. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **POLLUTION LIABILITY INSURANCE**. Pollution liability coverage must be written on ISO form Pollution Liability

SAMPLE

Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Texas.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

SAMPLE

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

i. Waist-length shirts with sleeves.
ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
   - 100 feet of a locomotive or roadway/work equipment
   - 15 feet of power operated tools
   - 150 feet of jet blowers or pile drivers
   - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

SAMPLE

ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
v. Before stepping over or crossing tracks, look in both directions first.
vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

SAMPLE

Exhibit D