

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: November 12, 2013		DATE SUBMITTED: October 28, 2013	
DEPARTMENT OF ORIGIN: Strategic Projects		SUBMITTED BY: Lindsey Guindi	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider authorizing the Mayor to sign an Amended Consideration Agreement with the Brazos Valley Food Bank and Special Warranty Deed to convey 1.108 acres of land located at the corner of North Harvey Mitchell Parkway (F.M. 2818) and Shiloh Avenue, being Lot 3 in Block 1 of Brazos County Industrial Park Subdivision to the Brazos Valley Food Bank, Inc. pursuant to Texas Local Government Code section 272.001(b)(1).			
SUMMARY STATEMENT: In late 2009 the Brazos Valley Food Bank approached the City of Bryan about a lot the City owns at the intersection of North Harvey Mitchell Parkway and Shiloh Avenue (Lot 3, Block 1, Brazos County Industrial Park). The Food Bank has plans to expand their operation on Shiloh Avenue (Lot 4, Block 1, Brazos County Industrial Park) to meet the growing needs of the community. To accomplish this task, the Food Bank needs additional land. In 2010 the City approved a Special Warranty Deed to convey Lot 3 to the Brazos Valley Food Bank. The conveyance of Lot 3 was done to allow the Food Bank the ability to double the size of their operation and expand without the inconvenience of an off-site facility.			
<p>When the City conveyed the property to the Food Bank in May of 2010, the conveyance was subject to a reverter and right of reentry in accordance with the Texas Local Government Code section 253.011 and the original Consideration Agreement. Through no fault of their own, the Food Bank has been unable to secure the funding necessary to construct the expanded warehouse within the originally agreed upon time frame and therefore the City has a right of reentry. The City requests that the Food Bank convey the property back to the City in lieu of exercising its right of reentry so that the City can execute a new deed modifying the condition of the reverter to allow for sufficient time for fund raising so that the Food Bank will be able to accomplish their public purpose. In addition, the Amended Consideration Agreement will extend the deadline to commence the construction on the new facility to October 31, 2015, and completion within 24 months thereafter.</p>			
<p>Texas Local Government Code section 272.001(b)(1) allows the City to transfer real property to a non-profit organization to promote a public purpose. Such property shall revert back to the City if the non-profit organization ceases to use the property to carry out the public purpose.</p>			
<p>The Brazos Valley Food Bank is a 501(c)(3) non-profit agency serving other non-profit agencies that then distribute food to individuals in the Brazos Valley, thereby serving a public purpose. By expanding its facility, the Food Bank can better serve the needs of individuals in the Brazos Valley and continue their mission.</p>			
STAFF ANALYSIS AND RECOMMENDATION: Staff recommends approval of this request to amend the Consideration Agreement and execute a new Special Warranty Deed. These actions will allow this non-profit organization to expand their operation and serve less fortunate individuals in the Brazos Valley.			

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the Amended Consideration Agreement and Special Warranty Deed
2. Amend the proposed Amended Consideration Agreement and Special Warranty Deed, which may require City Council consideration at a future meeting and require additional discussion with the Brazos Valley Food Bank
3. Deny the Amended Consideration Agreement and Special Warranty Deed and allow the land to revert back to the City of Bryan

ATTACHMENTS:

1. Vicinity Map
2. First Amended Consideration Agreement
3. Special Warranty Deed to return Lot 3 to the City of Bryan
4. Special Warranty Deed conveying Lot 3 back to the Food Bank

FUNDING SOURCE: Not applicable.

APPROVALS: Joey Dunn, 10-29-13; Hugh R. Walker, 10/30/2013

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 10-31-2013

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 11-2-2013

Revised 05/2013

Vicinity Map



STATE OF TEXAS §

COUNTY OF BRAZOS §

**FIRST AMENDED CONSIDERATION AGREEMENT
CONVEYANCE TO NONPROFIT CORPORATION
BRAZOS VALLEY FOOD BANK**

The City of Bryan, hereinafter referred to as “City,” a home rule municipal corporation doing business at 300 South Texas Avenue, Bryan, Texas 77803 and the Brazos Valley Food Bank, Inc., hereinafter referred to as “Food Bank,” a 501(c)(3) nonprofit corporation incorporated under the laws of the State of Texas, doing business at 1514 Shiloh Avenue, Bryan, Texas 77803 hereby enter into this First Amended Consideration Agreement:

WHEREAS, the Food Bank is an organization exempt from federal income taxation under Section 501(c)(3) Internal Revenue Code and has been established solely for public purposes as set forth in its Articles of Incorporation; and

WHEREAS, the Food Bank desires to construct an expanded warehouse (“Expanded Facility”) for the storage and distribution of food to be delivered to eligible, low income residents of the City; and

WHEREAS, the City finds that construction of a facility as proposed by the BGC to be a public purpose of the City as it promotes the health and welfare of the City’s citizens in a location that comports with the City’s Comprehensive Plan; and

WHEREAS, the City owned an unused 1.108 acre tract of real property situated in the Brazos County Industrial Park on the corner of Shiloh Avenue and N. Harvey Mitchell Parkway, more particularly described in the plat and legal description attached to this Consideration Agreement as **Exhibit “A”** (the “Property”); and

WHEREAS, the Food Bank approached the City with their plan to expand their operation in order to meet the growing needs of the City and a request to use the Property for their expanded warehouse; and

WHEREAS, in 2010, the City Council determined that the Food Bank was serving an invaluable public purpose and that assisting the Food Bank to expand its operations would be a significant public benefit; and

WHEREAS, the City conveyed the property to the Food Bank in May of 2010 subject to a reverter and right of reentry in accordance with in accordance with Texas Local Government Code section 253.011 and the original Consideration Agreement; and

WHEREAS, through no fault of their own, the Food Bank has been unable to secure the funding necessary to construct the expanded warehouse within the originally agreed upon time frame and therefore the City has a right of reentry; and

WHEREAS, the City requests that the Food Bank convey the property back to the City in lieu of exercising its right of reentry so that the City can execute a new deed modifying the

condition of the reverter to allow for sufficient time for fund raising so that the Food Bank will be able to accomplish the public purpose outlined above; and

NOW THEREFORE, let it be mutually agreed by the parties:

1. Consideration. The City agrees to execute the Special Warranty Deed on the condition that the Food Bank will use the Property for the construction of an Expanded Facility for the storage and distribution of food to low income persons residing in the City and surrounding communities.
2. Commencement. The Food Bank agrees to break ground and commence construction of the Expanded Facility by October 31, 2015 and complete construction of the Expanded Facility within twenty-four (24) months thereafter.
3. Breach & Remedies. In the event that the Food Bank fails to break ground or fails to complete construction within the above deadlines, all rights, title, and ownership of the Property shall automatically revert to the City.
4. Successors & Assigns. This Consideration 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. The Food Bank shall not assign this Consideration Agreement without the written approval of the City. An assignment to a subsidiary or affiliate company of the Food Bank shall not be prohibited under the section.
5. Severability. If any provision of this Consideration Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Consideration Agreement is in effect, such provision shall be automatically deleted from this Consideration Agreement and the legality, validity and enforceability of the remaining provisions of this Consideration Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Consideration 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.
6. Choice of Law & Venue. This Consideration 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 Consideration Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
7. Sole Agreement. This Consideration Agreement constitutes the sole and only agreement of the Parties hereto respecting the subject matter covered by this Consideration Agreement, and supersedes any prior understandings or written or oral agreements between the parties.
8. 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.
9. Rights & Remedies Cumulative. The rights and remedies provided by this Consideration 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.

10. No Waiver. City's failure to take action to enforce this Consideration Agreement in the event of the Food Bank's default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent City from taking action to enforce this Consideration Agreement on subsequent occasions.
11. Incorporation of Recitals. The determinations recited and declared in the preambles to this Consideration Agreement are hereby incorporated herein as part of this Consideration Agreement.
12. Incorporation of Exhibits. All exhibits to this Consideration Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
13. Duplicate Originals. The parties hereto have executed this Consideration Agreement in duplicate originals, each of equal dignity. Each party has stated the execution date below the signature of its authorized representative. If the parties sign this Consideration Agreement on different dates, the later date shall be the effective date of this Consideration Agreement for all purposes.

Executed and effective on this 12th day of November, 2013.

CITY OF BRYAN

BRAZOS VALLEY FOOD BANK, INC.

Jason P. Bienski, Mayor

Rick Kilpatrick, President of the Board of Directors

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

Exhibit "A" Legal Description & Plat

**METES AND BOUNDS DESCRIPTION
OF A 1.108 ACRE TRACT
LOT THREE (3), BLOCK ONE (1),
BRAZOS COUNTY INDUSTRIAL PARK
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 1.108 acres, out of the Brazos County Industrial Park, according to the plat thereof, as recorded in Volume 500, Page 917 of the Brazos County Deed Records (B.C.D.R.), being Lot Three (3), Block One (1), also being the same called 1.108 acre tract owned by The City of Bryan as recorded in Volume 400, Page 171 of the B.C.D.R., the 1.108 acre tract being more particularly described as follows:

BEGINNING at an "X" found chiseled into a concrete driveway found for the south corner of this tract, also being the east corner of Lot Four (4), Block One (1) of the said Brazos County Industrial Park, being owned by Brazos Food Bank, Inc. as recorded in Volume 3996, Page 232 of the Brazos County Official Records (B.C.O.R.), also being a point along the north right-of-way line of Shiloh Drive, a 100' right-of-way;

THENCE along the common line between this tract and the said Lot 4, Block 1, North 17°51'00" West, a distance of 249.57 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for the west corner of this tract, also being the north corner of the said Lot 4, Block 1, also being a point along the southeast boundary line of Lot One (1), Block One (1), being owned by ConocoPhillips Company as recorded in Volume 8751, Page 267 of the B.C.O.R.;

THENCE along the common line between this tract and the said Lot 1, Block 1, North 72°09'00" East, a distance of 136.68 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for a north corner of this tract, also being a point along the said southeast boundary line of Lot 1, Block 1, also being the west corner of Lot Two (2), Block One (1), being owned by The City of Bryan, as recorded in Volume 284, Page 337 of the B.C.D.R.;

THENCE along the common line between this tract and the said Lot 3, Block 1 the following calls and distances:

South 20°54'17" East, a distance of 125.00 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for a north interior corner of this tract;

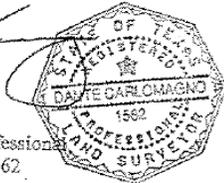
North 72°09'00" East, a distance of 100.00 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for a north corner of this tract, also being the east corner of the said Lot 3, Block 1, also being a point along the west right-of-way line of Farm to Market Road 2818, a variable width right-of-way, from which a 1/2" iron rod found for reference bears North 43°42'05" East, a distance of 0.68 feet;

THENCE along the said west right-of-way of Farm to Market Road 2818, South 20°54'20" East, a distance of 124.93 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for the east corner of this tract, also being a point at the intersection of the said west right-of-way of Farm to Market Road 2818 and the said north right-of-way of Shiloh Drive;

THENCE along the said north right-of-way of Shiloh Drive, South 72°09'00" West, a distance of 250.00 feet to the **PLACE OF BEGINNING** containing 1.108 acres.

The bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, Lambert Projection, NAD 83.

Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
09232-lot3.doc
10/09/2009



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

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

SPECIAL WARRANTY DEED

GRANTOR: Brazos Valley Food Bank, Inc.
 1514 Shiloh Avenue
 Bryan, Texas 77803

GRANTEE: City of Bryan, Texas
 P.O. Box 1000
 Bryan, Texas 77803

PROPERTY:

Being a tract of land containing 1.108 acres, out of the Brazos County Industrial Park, according to the plat thereof, as recorded in Volume 500, Page 917 of the Brazos County Deed Records, being Lot Three (3), Block One (1), also being the same called 1.108 acre tract owned by the City of Bryan as recorded in Volume 400, Page 171 of the Brazos County Deed Records, Brazos County, Texas, and said **1.108 acre** tract being more particularly described in Exhibit "A" which is attached to this deed and incorporated as if fully set forth herein.

RECITALS:

Grantor obtained the Property from Grantee in May of 2010, in accordance with a Special Warranty Deed subject to a reverter with a right of reentry. The reverter was a condition that required the commencement of construction of an expanded warehouse facility on the Property within thirty-six (36) months following sale and completion of construction within five (5) years of the sale. Due to circumstances beyond Grantor's control, the construction has not commenced and the property is being conveyed back to Grantee in lieu of Grantee exercising the right of reentry.

CONVEYANCE, RESERVATIONS, & EXCEPTIONS:

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

Grantor reserves all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, covenants, conditions, and other instruments that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Restrictions contained in Volume 295, Page 293 and Volume 301, Page 59, Deed Records, Brazos County, Texas; and Volume 3610, Pages 16, 35, 54, 73, 92, 111, 130, 149, 168, 187, 206 and 225, Official Records, Brazos County, Texas.
2. Easements and Building Lines as shown on plat recorded in Volume 500, Page 917 of the Deed Records of Brazos County, Texas.
3. Easement from City of Bryan to Baskin-Robbins, USA Company dated February 22, 2000, recorded in Volume 3777, Page 178, Official Records, Brazos County, Texas, said Easement being assigned to Brazos Food Bank, Inc. by Assignment dated November 30, 2000, recorded in Volume 4006, Page 129, Official Records, Brazos County, Texas, and amended and restated by instrument dated January 30, 2003, recorded in Volume 5093, Page 17, Official Records, Brazos County, Texas.
4. Mineral Reservation in Deed by Brazos County Industrial Foundation, Inc. to City of Bryan dated February 12, 1978, recorded in Volume 400, Page 171, Deed Records, Brazos County, Texas.
5. Memorandum of Oil and Gas Lease between City of Bryan as Lessor and Ogden Resources Corporation as Lessee dated February 14, 1995, recorded in Volume 2299, Page 339, Official Records, Brazos County, Texas.

EXECUTED ON THE _____ DAY OF _____, 2013

**GRANTOR:
BRAZOS VALLEY FOOD BANK**

By: _____
Rick Kilpatrick, President

**STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Rick Kilpatrick, President of the Board of Directors of the Brazos Valley Food Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas
My commission expires: _____

After Recording Return to:
City Secretary
City of Bryan
P.O. Box 1000
Bryan, Texas 77805

EXHIBIT "A"
Legal Description & Plat

**METES AND BOUNDS DESCRIPTION
OF A 1.108 ACRE TRACT
LOT THREE (3), BLOCK ONE (1),
BRAZOS COUNTY INDUSTRIAL PARK
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 1.108 acres, out of the Brazos County Industrial Park, according to the plat thereof, as recorded in Volume 500, Page 917 of the Brazos County Deed Records (B.C.D.R.), being Lot Three (3), Block One (1), also being the same called 1.108 acre tract owned by The City of Bryan as recorded in Volume 400, Page 171 of the B.C.D.R., the 1.108 acre tract being more particularly described as follows:

BEGINNING at an "X" found chiseled into a concrete driveway found for the south corner of this tract, also being the east corner of Lot Four (4), Block One (1) of the said Brazos County Industrial Park, being owned by Brazos Food Bank, Inc. as recorded in Volume 3996, Page 232 of the Brazos County Official Records (B.C.O.R.), also being a point along the north right-of-way line of Shiloh Drive, a 100' right-of-way;

THENCE along the common line between this tract and the said Lot 4, Block 1, North 17°51'00" West, a distance of 249.57 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for the west corner of this tract, also being the north corner of the said Lot 4, Block 1, also being a point along the southeast boundary line of Lot One (1), Block One (1), being owned by ConocoPhillips Company as recorded in Volume 8751, Page 267 of the B.C.O.R.;

THENCE along the common line between this tract and the said Lot 1, Block 1, North 72°09'00" East, a distance of 136.68 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for a north corner of this tract, also being a point along the said southeast boundary line of Lot 1, Block 1, also being the west corner of Lot Two (2), Block One (1), being owned by The City of Bryan, as recorded in Volume 284, Page 337 of the B.C.D.R.;

THENCE along the common line between this tract and the said Lot 3, Block 1 the following calls and distances:

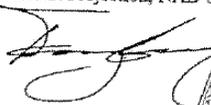
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THENCE along the said west right-of-way of Farm to Market Road 2818, South 20°54'20" East, a distance of 124.93 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for the east corner of this tract, also being a point at the intersection of the said west right-of-way of Farm to Market Road 2818 and the said north right-of-way of Shiloh Drive;

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 P.O. Box 1000
 Bryan, Texas 77803

GRANTEE: Brazos Valley Food Bank, Inc.
 1514 Shiloh Avenue
 Bryan, Texas 77803

CONSIDERATION:

The consideration for Grantor’s conveyance of the subject property is Grantee’s promise to construct an expanded facility and to use the Property to promote and operate the Brazos Valley Food Bank for the charitable, tax-exempt purpose of storing and providing food and related services to eligible recipients.

PROPERTY:

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CONVEYANCE, RESERVATIONS, & EXCEPTIONS:

Grantor, for the Consideration and subject to the Reservations from and exceptions to Conveyance and Warranty, hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s heirs, successors, and assigns forever. Grantor binds itself and its heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee’s heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty. Grantor reserves all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, covenants, conditions, and other instruments that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

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5. Memorandum of Oil and Gas Lease between City of Bryan as Lessor and Ogden Resources Corporation as Lessee dated February 14, 1995, recorded in Volume 2299, Page 339, Official Records, Brazos County, Texas.

CONDITION PRECEDENT & REVERTER:

Grantee covenants and agrees that it shall commence construction of an expanded facility on the Property by October 31, 2015 and that it will complete such construction within twenty-four (24) months thereafter. If Grantee fails to commence or complete construction as covenanted the property shall automatically revert back to Grantor. Completion of construction shall be evidenced by the issuance of a certificate of occupancy for the expanded facility by the City of Bryan. Grantee may file a copy of the certificate of occupancy in the property records of Brazos County as evidence the condition has been satisfied.

EXECUTED ON THE _____ DAY OF _____, 2013

**GRANTOR:
CITY OF BRYAN**

By: _____
Jason P. Bienski, Mayor

ATTEST

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM

Janis K. Hampton, City Attorney

After Recording Return to:
City Secretary
City of Bryan
P.O. Box 1000
Bryan, Texas 77805

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South 20°54'17" East, a distance of 125.00 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for a north interior corner of this tract;

North 72°09'00" East, a distance of 100.00 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for a north corner of this tract, also being the east corner of the said Lot 3, Block 1, also being a point along the west right-of-way line of Farm to Market Road 2818, a variable width right-of-way, from which a 1/2" iron rod found for reference bears North 43°42'05" East, a distance of 0.68 feet;

THENCE along the said west right-of-way of Farm to Market Road 2818, South 20°54'20" East, a distance of 124.93 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno -- RPLS 1562" set for the east corner of this tract, also being a point at the intersection of the said west right-of-way of Farm to Market Road 2818 and the said north right-of-way of Shiloh Drive;

THENCE along the said north right-of-way of Shiloh Drive, South 72°09'00" West, a distance of 250.00 feet to the **PLACE OF BEGINNING** containing 1.108 acres.

The bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, Lambert Projection, NAD 83.




Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
09232-lot3.doc
10/09/2009

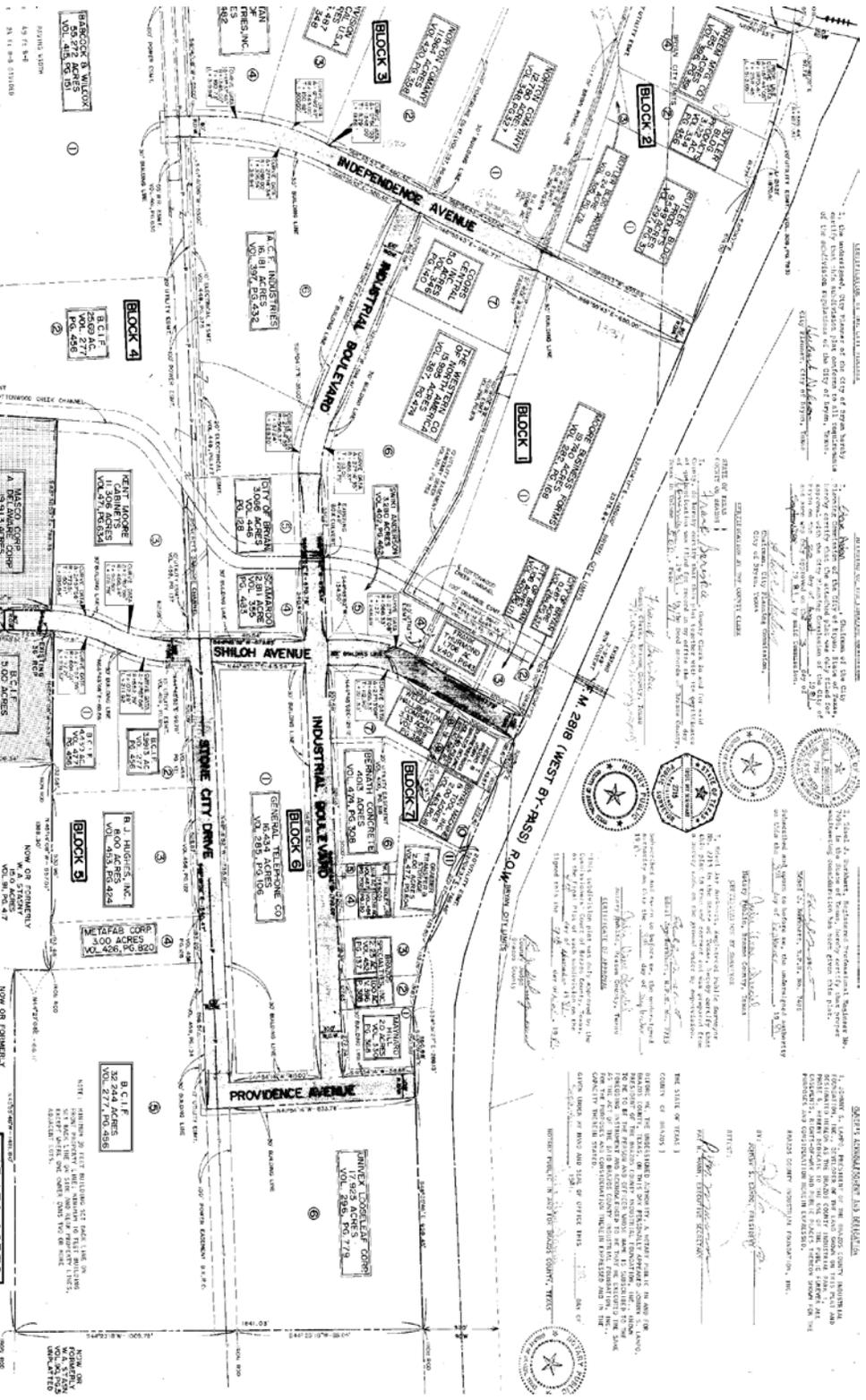
363.279 ACRES
FINAL PLAT
 BRAZOS COUNTY INDUSTRIAL PARK
 PHASE III
 S. F. AUSTIN LEAGUE NO. 9, A-62
 T. F. MC KINNEY SURVEY, A-33

BRADDOCK & WILCOX
 50.279 ACRES
 VOL. 277, PG. 450

B.C.I.F.
 50.279 ACRES
 VOL. 277, PG. 450

DEAN LAMORE
 1.000 ACRES
 VOL. 277, PG. 450

UNPLATTED



B.C.I.F.
 32.244 ACRES
 VOL. 277, PG. 450

B.C.I.F.
 32.244 ACRES
 VOL. 277, PG. 450

UNPLATTED

1. The undersigned, City Engineer of the City of Brownsville, Texas, do hereby certify that the above plat was approved by the Board of Public Works of the City of Brownsville, Texas, on this 12th day of August, 1962, and that the same complies with the provisions of the Ordinance of the City of Brownsville, Texas, relating to the platting of land.

2. I, the undersigned, County Engineer of the County of Brazos, Texas, do hereby certify that the above plat was approved by the Board of Public Works of the County of Brazos, Texas, on this 12th day of August, 1962, and that the same complies with the provisions of the Ordinance of the County of Brazos, Texas, relating to the platting of land.

3. I, the undersigned, Surveyor, do hereby certify that the above plat was approved by me on this 12th day of August, 1962, and that the same complies with the provisions of the Ordinance of the State of Texas, relating to the platting of land.

4. I, the undersigned, Surveyor, do hereby certify that the above plat was approved by me on this 12th day of August, 1962, and that the same complies with the provisions of the Ordinance of the State of Texas, relating to the platting of land.

5. I, the undersigned, Surveyor, do hereby certify that the above plat was approved by me on this 12th day of August, 1962, and that the same complies with the provisions of the Ordinance of the State of Texas, relating to the platting of land.

6. I, the undersigned, Surveyor, do hereby certify that the above plat was approved by me on this 12th day of August, 1962, and that the same complies with the provisions of the Ordinance of the State of Texas, relating to the platting of land.

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