

DONATION AGREEMENT

This DONATION AGREEMENT (“Agreement”) for certain real property in the City of Angleton, Texas dated as of the 23 day of July 2024 (“Effective Date”), is made by and between **ANGLETON ISD**, a Texas independent school district and political subdivision of the State, hereinafter collectively referred to as “Donor”, and the **CITY OF ANGLETON**, a home-rule municipal corporation and political subdivision of the State, hereinafter referred to as “Donee.”

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor owns certain real property in Brazoria County, Texas described in Exhibit A (“Real property”).
- B. Donor desires to donate the real property to Donee, and Donee desires to accept from Donor the real property. Both parties agree that the Real property will be used by Donee in a manner that continues the public purpose of Donor, by making more recreational and athletic space available to support the educational and extracurricular programs of Donor.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Donor and Donee agree to be bound by the terms of this Agreement.

AGREEMENT

1. DEFINITIONS, INTERPRETATION AND EXHIBITS

- 1.1 Definitions. As used in this Agreement, these words or expressions have the following meanings:

“Agreement” has the meaning given in the introductory paragraph.

“Claim” means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, judgment, interest and award (including legal counsel fees and costs of litigation, if recoverable under applicable law, of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

“Closing” means the date Donor transfers title to Donee as set forth in Section 3.6.

“Deed” means the instrument by which Donor will transfer or convey the Real property to Donee, the form of which is attached.

“Dispute” means any dispute or controversy arising out of this Agreement, including a dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, termination, or breach of this Agreement, whether based in contract, tort, or otherwise by rule, regulation, statute or common law.

“Donee” means the Person defined as Donee in the introductory paragraph of this Agreement.

“Donor” means the Person defined as Donor in the introductory paragraph of this Agreement.

“Due Diligence” means the Donee’s investigation of the Real property and Property, including, the state of the title, the environmental conditions, the condition of the improvements located on the Real property, and any other due diligence and investigation deemed necessary or advisable by Donee during the Due Diligence Period.

“Due Diligence Period” means the time between the Effective Date and Closing during which the Donee may perform its Due Diligence.

“Effective Date” means the date/time defined as “Effective Date” in the introductory paragraph of this Agreement.

“Exhibit” means a document referred to in Section 1.3.

“Real property” has the meaning assigned to it in Recital A. above.

“Lien” means charge, encumbrance or similar right available to creditors at law to secure debts owed to them.

“Party” means Donee or Donor and “Parties” mean both of them.

“Person” means an individual, corporation, company, state, statutory corporation, partnership, trust, unincorporated organization, association, government entity or any other legal entity.

“Property” of a Person means property owned, leased or furnished by that Person or in which that Person has an economic interest.

“Released Party” or “Released Parties” means Donor or any of Donor’s heirs, successors, assigns, partners, agents, trustees or other affiliates.

“Title Company” means Alamo Title.

1.2 **Interpretation.** As used in this Agreement, these words or expressions have the following meaning:

(A) The plural and singular words each include the other.

- (B) The word “or” is not exclusive.
- (C) The words “includes” and “including” are not limiting.
- (D) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

1.3 **Exhibits.**

- (A) All of the Exhibits that are attached to this Agreement are an integral part of this Agreement and are incorporated by reference, including:
 - (1) Exhibit–A - Legal Description with Graphic depiction
 - (2) Exhibit–B - Form of Deed
- (B) If a conflict exists between the body of this Agreement and the Exhibits, the body prevails to the extent of the conflict.

2. DONATION OF PROPERTY

- 2.1 **Grant.** For and in consideration of the mutual covenants and conditions contained in this Agreement, Donor agrees to donate to Donee and Donee agrees to accept from Donor, on the terms and conditions set forth herein, the Real property located in Brazoria County, State of Texas more fully described on Exhibit A – Legal Description and as graphically shown on Exhibit A-1, both attached to this Agreement, and any and all buildings and improvements, if any, located on said Real property; and all rights and privileges thereto, including all of Donor’s right, title and interest, if any, in and to all easements and rights of way appurtenant to said Real property.
- 2.2 **PUBLIC PURPOSE. IN ACCEPTING THIS GRANT OF THE PROPERTY, GRANTEE EXPRESSLY AGREES TO USE THE PROPERTY FOR THE SPECIFIC PUBLIC PURPOSE OF DEVELOPING AND MAINTAINING RECREATIONAL AND ATHLETIC SPACE THAT BENEFITS THE PUBLIC INTEREST OF GRANTOR WITH SUBSTANTIAL CONSTRUCTION TO BEGIN ON OR BEFORE FIVE (5) YEARS FROM THE DATE OF THIS DEED, AND WHENEVER SUCH PROPERTY SHALL CEASE TO BE USED FOR SAID PUBLIC PURPOSE BY THE GRANTEE OR SUCH SUBSTANTIAL CONSTRUCTION DOES NOT BEGIN ON OR BEFORE THE BEFORE MENTIONED DATE, THEN AND THEREUPON GRANTEE’S INTEREST IN THE REAL PROPERTY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 272.001(L) WILL REVERT TO GRANTOR WITHOUT ANY NECESSITY FOR SUIT TO THE GRANTEE HEREIN, ITS SUCCESSORS OR ASSIGNS.**

3. CONSIDERATION

- 3.1 There shall be no monetary consideration payable by Donee to Donor for the donation of the Real property. Donee's consideration for receiving the Real property shall be Donee's release of the Donor as set forth in Section 4 and agreement to other terms of this Agreement.
- 3.2 **Taxes and Assessments.** The parties are both tax exempt governmental entities and no property taxes shall be due on the property, provided that Donee shall be responsible for any taxes, if any, that are assessed for the period following the exchange of the Real property, including any rollback taxes for any change in use.
- 3.3 **Recordation.** Donee will be responsible for the filing and recording the Deed, conveyances, or other instruments required to convey title of the Real property to Donee, and Donee will bear all required documentary, filing and recording fees and expenses incurred in connection with same.
- 3.4 **Due Diligence.** Within the Due Diligence Period, in its sole discretion, Donee will have the opportunity to conduct Due Diligence and inspect the Real property and Property to determine if it is suitable for the Donee's use. Upon execution of this Agreement, Donor hereby grants Donee and its designated representatives the continual right to access and enter the Real property for purposes of its inspection and Due Diligence, including, without limitation, conducting a new survey, soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Donee deems necessary to determine the suitability of the Real property and Property for Donee's purposes. **DURING THE DUE DILIGENCE PERIOD, DONEE IN ITS SOLE DISCRETION MAY TERMINATE THIS AGREEMENT FOR ANY REASON OR NO REASON AT ALL WITHOUT PENALTY OR BEING IN BREACH OF THIS AGREEMENT.**
- 3.5 **Closing; Transfer of Real property by Donee.** Unless this Agreement is terminated by Donee during the Due Diligence Period, Closing of this transaction will take place in the offices of the Title Company or otherwise as the Parties may agree, on or before ninety (90) days from the Effective Date. At Closing, Donor will cooperate with Donee and the Title Company in executing documents as may be required or requested by the Title Company, including a closing statement and affidavits of debts and liens and possession, to issue a title policy to Donee for the Real property. Donee shall pay the premium for any Title Policy and all other closing expenses and title company charges (e.g., escrow fees, tax certificates, etc.) associated with the transfer of the property.

4. CLAIMS, LIABILITIES, ABSENCE OF WARRANTIES, AND RELEASES

- 4.1 **DONEE ACQUIRING REAL PROPERTY IN "AS IS" CONDITION. DONEE IS ACQUIRING THE REAL PROPERTY IN AN "AS IS AND WHERE IS" CONDITION, AND DONOR IS NOT RESPONSIBLE FOR**

THE REMOVAL OF, OR ANY LIABILITY RESULTING FROM, THE EXISTENCE OF ANY KNOWN OR UNKNOWN FIXTURES, EQUIPMENT, CHEMICALS, OR OTHER SUBSTANCES ON OR UNDER THE REAL PROPERTY. TO THE EXTENT PERMITTED BY LAW, DONEE RELEASES DONOR FROM RESPONSIBILITY FOR THE PRESENCE OF HYDROCARBONS, NORM, ASBESTOS, AND OTHER SUBSTANCES, POLLUTANTS, OR CONTAMINANTS, KNOWN AND UNKNOWN, ON OR ASSOCIATED WITH THE REAL PROPERTY. This provision will survive the Closing.

4.2 **Donee's Environmental Review.** Donee may, at Donee's expense, perform an environmental review of the Real property as part of its Due Diligence and Donor agrees to give Donee reasonable access to the Real property, for such purpose. Donee shall complete its environmental review of the Property on or before the end of the Due Diligence Period.

5. GOVERNING LAW, RESOLUTION OF DISPUTES

5.1 **Governing Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules.

5.2 **Resolution of Disputes.** If any Dispute cannot be settled by direct negotiations within 30 Days, either Party may initiate mediation. If the Parties fail to settle the Dispute within thirty (30) Days of notice of mediation, either Party may initiate litigation, provided that nothing herein shall limit a Party's ability to pursue litigation as they deem appropriate to protect their rights and interests.

6. NOTICES, REPRESENTATIVES AND CONTACT INFORMATION

6.1 **Notices.** All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; by telephonic facsimile; or by electronic transmission and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier, and (ii) upon transmittal if sent by telephonic facsimile or electronic mail. All communications pertaining to this Agreement or the transaction contemplated by this Agreement between the Parties or any third party to this transaction may be by electronic mail. Donor's and Donee's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Donee: City of Angleton
 Attn: Chris Whittaker, City Manager
 121 S Velasco
 Angleton, Texas 77515
 Email: cwhittaker@angleton.tx.us

With copy to: Judith El Masri

Randle Law Office, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
Email:judith@jgradyrandlepc.com
(attorney for Donee)

If to the Donor: Angleton ISD
Attn: Phil Edwards, Superintendent
1900 N. Downing St.
Angleton, Texas 77515
Email: phil.edwards@angletonisd.net

With copy to: John Hopkins
Thompson & Horton LLP
3200 Southwest Freeway, Suite 2000
Houston, Texas 77027
Email: jhopkins@thompsonhorton.com
(attorney for Donor)

7. GENERAL PROVISIONS

- 7.1 **Entire Agreement.** This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement between Donor and Donee as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- 7.2 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument; provided that neither Party will be bound to this Agreement unless and until both Parties have executed a counterpart.
- 7.3 **Time.** Time is of the essence of this Agreement; provided, however, that if the date on which any action is required to be taken hereunder shall fall on a day on which the party to perform is not open for business, such action shall be taken on the next business day on which it is open for business.
- 7.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.
- 7.5 **Immunity.** No party, by entering into this Agreement, shall waive immunity from suit.

[Signatures on following page]

The parties have executed this Agreement in duplicate as evidenced by the following signatures of authorized representatives of the parties:

DONOR:

DONEE:

ANGLETON ISD

CITY OF ANGLETON



Phil Edwards
Superintendent

John Wright
Mayor

EXHIBIT A – Legal Description



County: Brazoria County
Project: 7.367 Acres
Job No.: 15721

FIELD NOTES FOR 7.367 ACRES

Being a 7.367 acre tract of land located within the H.H. Cornwall Survey, Abstract No. 180, Brazoria County, Texas, being a portion of that certain tract in the name of Angleton Independent School District, as recorded in Volume 867, Page 240 and Volume 866, Page 615, also being a portion of the vacated and abandoned street, as recorded in Vol. 866, Pg. 848 and Volume 1159, Page 125 of the Deed Records, Brazoria County, Texas (D.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 7.367 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner, being on the East line of the above referenced tract, same being on the West Right-of-Way (R.O.W.) line of Walker Street, same being the North R.O.W. line of Hazel Street, per 60' road easement as recorded in Volume 997, Page 120 of the D.R.B.C.T., from which a 1-inch iron rod found at the Southeast corner of the above referenced tract bears South 02°20'43" East, a distance of 65.00 feet;

THENCE South 87°39'17" West, over and across the above referenced tract of land, along the North R.O.W. line of said Hazel Street, a distance of 825.00 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner, being on the West line of the above referenced tract;

THENCE North 02°20'43" West, along the West line of the above referenced tract, same being the East line of a called 18.89 acre tract, as recorded in C.C.F.N. 2004059990 of the O.P.R.B.C.T. and the East line of a called 9.063 acre tract as recorded in C.C.F.N. 2023027183 of the O.P.R.B.C.T., a distance of 805.00 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner, from which a concrete monument found bears North 02°20'43" West, a distance of 401.15 feet;

THENCE North 87°39'17" East, along the South line of a called 3.802 acre tract, as recorded in C.C.F.N. 2003022228 of the O.P.R.B.C.T., a distance of 298.93 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner;

THENCE South 02°20'43" East, over and across the above referenced tract of land, a distance of 652.40 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner;

THENCE North 87°39'17" East, over and across the above referenced tract of land, a distance of 526.07 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson" set for corner, being on the East line of the above referenced tract, same being the West R.O.W. line of said Walker Street;

THENCE South 02°20'43" East, along the East line of the above referenced tract, same being the West R.O.W. line of said Walker Street, a distance of 152.60 feet to the **POINT OF BEGINNING** of the herein described tract of and containing 7.367 acres of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.

Darrel Heidrich 01/24/2025
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



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4005 Technology Drive, Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

EXHIBIT B – Form of Deed

SPECIAL WARRANTY DEED

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

DEED

**THE STATE OF TEXAS §
 § **NOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF BRAZORIA §**

That, **ANGLETON ISD**, Texas independent school district and political subdivision of the State, (“Donor” or “Grantor”) for and in consideration of the mutual considerations set forth in the Donation Agreement, dated _____, between Donor and Donee (defined below) (“Donation Agreement”) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Donor, has GRANTED, BARGAINED, DONATED and CONVEYED, and by these presents does GRANT, BARGAIN, DONATE and CONVEY unto and the **CITY OF ANGLETON**, a political subdivision of the State, (“Donee” or “Grantee”) and Donee’s successors and assigns, all of that certain tract of real property containing approximately 320,906 square feet, located near the intersection of Walker Street and Hazel Street in Angleton, Brazoria County, Texas as more particularly described on the attached Exhibit “A” (“Real property”), together with all singular rights and appurtenances pertaining to such, including, without limitation, (i) all improvements located thereon and thereunder; (ii) all ownership and property rights associated with such Real property; and (iii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Real property, including, but not limited to: (a) any real property to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Real property; (b) any real property lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Real property; (c) any riparian, appropriative or other water rights of Donor appurtenant to such Real property and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity or other utility facilities to the extent same pertain to or benefit such Real property; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Real property; (f) any reversionary interests benefiting such Real property; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any real property, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Real property, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade of any such highway, street, road or avenue; (h) any easement across, adjacent to or benefiting the such Real property, existing or abandoned; and (i) all oil, gas, or any other minerals or mineral rights relating to the Real property or to the surface or subsurface thereof of any kind or character lying in, on, under, or relating to, the Real property (collectively, “Property”).

This conveyance is made by Donor and accepted by Donee subject to Permitted Exceptions, if any, described in Exhibit "B" attached hereto and incorporated herein, to the extent such matters are valid, legal, currently existing and in effect, and affect or pertain to the Property ("Permitted Exceptions").

IN ACCEPTING THIS GRANT OF THE PROPERTY, GRANTEE EXPRESSLY AGREES TO USE THE PROPERTY FOR THE SPECIFIC PUBLIC PURPOSE OF DEVELOPING AND MAINTAINING RECREATIONAL AND ATHLETIC SPACE THAT BENEFITS THE PUBLIC INTEREST OF GRANTOR WITH SUBSTANTIAL CONSTRUCTION TO BEGIN ON OR BEFORE FIVE (5) YEARS FROM THE DATE OF THIS DEED, AND WHENEVER SUCH PROPERTY SHALL CEASE TO BE USED FOR SAID PUBLIC PURPOSE BY THE GRANTEE OR SUCH SUBSTANTIAL CONSTRUCTION DOES NOT BEGIN ON OR BEFORE THE BEFORE MENTIONED DATE, THEN AND THEREUPON GRANTEE'S INTEREST IN THE REAL PROPERTY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 272.001(L) WILL REVERT TO GRANTOR WITHOUT ANY NECESSITY FOR SUIT TO THE GRANTEE HEREIN, ITS SUCCESSORS OR ASSIGNS. GRANTEE FURTHER ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS AND PENALTIES, IF ANY. GRANTEE RELEASES ALL CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST GRANTOR AND GRANTOR'S TRUSTEES, DIRECTORS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES ("RELEASED PARTIES"), IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES RELEASED PARTIES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH ANY BIDDING, TERMS, CONDITIONS, SALE OR TRANSFER OF THIS PROPERTY. THIS RELEASE IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR DISCLOSURES BY GRANTOR IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL, HAZARDOUS OR REGULATED MATERIAL PROBLEMS ON OR WITH THE PROPERTY AND ANY PUBLIC NUISANCES OR HEALTH, SAFETY OR FIRE HAZARDS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Donee, its successors and assigns forever, subject to the Permitted Exceptions, and Donor does by these presents bind itself, its respective heirs, administrators, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Donee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Donor, but not otherwise.

EXECUTED this _____ day of _____, 2024.

DONOR:

ANGLETON ISD

By: NOT FOR EXECUTION
Phil Edwards, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of _____
2024, by Phil Edwards, Superintendent of ANGLETON ISD on behalf of said entity.

NOTARY PUBLIC in and for
STATE OF TEXAS

Printed Name of Notary

My Commission Expires: _____

DONEE:

CITY OF ANGLETON

By: NOT FOR EXECUTION
John Wright, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this _____ day of _____
2024, by John Wright, Mayor of the City of Angleton, on behalf of said entity.

NOTARY PUBLIC in and for
STATE OF TEXAS

Printed Name of Notary

My Commission Expires: _____

DONEE'S ADDRESS:

PLEASE RETURN DEED TO DONEE AFTER RECORDING

**EXHIBIT A
TO DEED**

[Legal Description]



County: Brazoria County
Project: 7.367 Acres
Job No.: 15721

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Texas Firm Registration No. 10052500

EXHIBIT B

TO DEED

[Permitted Exceptions]