ORDINANCE NO. O-25-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 171.798 ACRES OF LAND, COMPRISED OF THREE (3) TRACTS HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A MUNICIPAL SERVICE AGREEMENT FOR THE ANNEXED AREAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, notice of the required public hearing was published in a newspaper having general circulation in the City of Brenham, Texas and the public hearing was conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas approved a Municipal Service Agreement for the extension of municipal services into the area to be annexed, said Municipal Service Agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, pursuant to Section 43.0671 et seq. of the Texas Local Government Code, the owners of the areas of land described in Exhibits "B" and "C" attached hereto and incorporated herein for all purposes, filed a written request with the City for the annexation of said areas; and

WHEREAS, pursuant to Sections 43.1056 and 43.106 of the Texas Local Government Code, the City is annexing the entire width of the county road and the adjacent right-of-way on both sides of the county road described in Exhibit "D" attached hereto and incorporated herein for all purposes; and

WHEREAS, all notices, publications and hearings have been duly given and held as required by law;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS:

Section 1. That the hereinafter described tracts of land are within the extraterritorial jurisdiction of, and are adjacent to and is contiguous to the present corporate limits of the City of Brenham, Texas, be, the same is hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tracts of land, which are more particularly described and attached hereto as Exhibit "B", "C", and "D" and incorporated herein for all purposes.

Section 2. That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.

Section 3. That the Municipal Service Agreement which is attached hereto as Exhibit "A" is hereby approved and incorporated herein as part of this Ordinance for all purposes and is applicable to the areas annexed to the City as described in Exhibits "B" and "C" attached hereto.

Section 4. That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned areas as part of the City of Brenham, Texas.

Section 5. That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territory hereby annexed as required by law.

Section 6. If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

Section 7. That this Ordinance shall become effective upon its passage.

Section 8. That the meetings at which this Ordinance was enacted were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of said meetings was given as required by the Texas Open Meetings Act.

PASSED and APPROVED on its first reading this the 4th day of September 2025.

PASSED and APPROVED on its second reading this the 18th day of September 2025.

Atwood C. Kenjura
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A'

MUNICIPAL SERVICE AGREEMENT BETWEEN THE CITY OF BRENHAM AND PROPERTY OWNERS: JAMES BROWN AND MELANIE BRENEMAN, DWAYNE MCGEE AND LU GOURLEY AND THEIR HEIRS, SUCCESSORS AND ASSIGNS

MUNICIPAL SERVICE AGREEMENT BETWEEN THE CITY OF BRENHAM, TEXAS AND PROPERTY OWNERS: JAMES BROWN AND MELANIE BRENEMAN, DWAYNE MCGEE AND LU GOURLEY, AND THEIR HEIRS, SUCCESSORS AND ASSIGNS

This Municipal Services Agreement ("Agreement") is entered into on the 11th day of September, 2025 by and between the City of Brenham, a Texas a home-rule municipal corporation ("City") and James Brown and Melanie Breneman, husband and wife, Dwayne McGee, and Lu Gourley (sometimes individually referred to herein as "Owner" or "Property Owner; and sometimes collectively referred to herein as "Owners" or "Property Owners"). The City and the Property Owners are sometimes individually referred to herein as a "Party," and collectively referred to herein as "Parties."

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 et seq. of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner "Owner(s)" that sets forth the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, James Brown and Melanie Breneman own certain parcel(s) of land situated in Washington County, Texas, which consists of approximately 169.42 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes pertinent ("Property A"); and

WHEREAS, Dwayne McGee, and Lu Gourley own certain parcel(s) of land situated in Washington County, Texas, which consists of approximately 0.778 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described in Exhibit B attached hereto and incorporated herein for all purposes pertinent ("Property B"); and

WHEREAS, Property A and Property B are sometimes collectively referred to herein as the "Property;" and

WHEREAS, the Owners have filed a written request with the City for annexation of the Property and intend to sell Property A and Property B to Rainer and Sons Development, LLC ("Developer") who anticipates to develop the property as a mixed-use residential development in accordance with Exhibit C - Planned Development District Development Plan, attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, in accordance with Section 43.0672 of the LGC, City and Owners desire to set out the City services to be provided for Property A and Property B on and after the effective date of annexation; and

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Brenham City Council;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owners agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property which is the subject of the annexation.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
   a. Commencing on the effective date of annexation, the City will provide the municipal services set forth herein below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including but not limited to the City's infrastructure extension policies and developer or owner participation in accordance with applicable City ordinances, rules, regulations, manuals and policies.
      i. Fire – The City's Fire Department will provide emergency and fire protection services.
      ii. Police – The City's Police Department will provide police protection and law enforcement services.
      iii. Planning, Zoning, and Building – The City's Development Services Department will provide planning, land development, land use, and building review and inspection services in accordance with all applicable ordinances, laws, rules, and regulations.
      iv. Publicly Owned Parks, Facilities, and Buildings
         1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City.
         2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
      v. Drainage Utility System – The Property will be included in the City's Drainage Utility System service area and will be assessed a monthly fee in accordance with the provisions of the City's ordinances governing the Drainage Utility System. The fees will cover the direct and indirect costs of Drainage Utility System services and operations. City regulations concerning stormwater management will extend to the newly annexed territory on the effective date of annexation, and must be designed and built in accordance with applicable City ordinances, codes and standards, including but not limited to the City's Public Infrastructure Design Manual.
      vi. Streets
         1. The City's Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage

services in accordance with the City's policies and procedures and applicable laws.

2. Construction of new roads and streets necessitated by the proposed development within the Property are the responsibility of the Developer as outlined in Exhibit C - Development Plan and must be designed and built in accordance with applicable City of Brenham ordinances, codes and standards, including but not limited to the City's the Public Infrastructure Design Manual.
3. The Developer shall be responsible for the design and construction of the Westwood Lane thoroughfare within the Property as adopted in the City of Brenham Thoroughfare Plan and shown on Exhibit C - Development Plan. Westwood Lane shall be constructed in a phased manner adjacent to and simultaneously with each phase of the proposed Development, accordingly, the roundabout at the intersection of Westwood Lane and Vintage Farms Way shall be constructed simultaneously with Phase 1, and the extension of Westwood Lane to Sunset Road shall be constructed simultaneously with Phase 2, and as further outlined in Exhibit C – Development Plan.

vii. Natural Gas – The Property is located in the City's natural gas utility service area. At the sole cost of the Developer, the existing City of Brenham gas main at the present location within Vintage Farms Subdivision Phase 5 shall be extended to the north end of Property B generally along Dixie Road, as approved by the City within its sole discretion, and following inspection and acceptance by the City, fifty percent (50%) of the total documented, actual material and labor cost of the gas main extension paid by the Developer shall be reimbursed by the City of Brenham. The gas main shall be constructed in conjunction with proposed Phase 1 as outlined on Exhibit C – Development Plan. Once connected to the City's natural gas utility system, the natural gas service shall be provided by the City at rates established by City ordinances for such services, as may be amended from time to time.

viii. Water and Wastewater – The City of Brenham, following a CCN Boundary Adjustment in accordance with TCEQ Standards, shall annex the Property into the City of Brenham service territory at the cost of the City and will provide water and wastewater services to the Property in accordance with applicable City ordinances, regulations, codes and standards.

1. At the time of development as outlined in the attached Exhibit D - Ability to Serve Water and Wastewater Study, the Developer shall connect to the City water and sewer system, in accordance with the City's utility connection and service policies, regulations and applicable law in effect at the time of connection. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such services, as may be amended from time to time.
2. As outlined in Exhibit D – Ability to Serve Water and Wastewater Study, the Developer shall be responsible for the improvements to the wastewater public utility system necessitated by the development of the Property to include off-site and downstream improvements as per City approved design

by Developer and completed hydraulic study showing design is adequate by Strand Associates, Inc. All improvements shall be designed in accordance with the City's Public Infrastructure Design Manual and reviewed and approved by the General Manager of Public Utilities or designee.

3. The Developer shall be limited to a maximum quantity of water and wastewater connections each year as outlined in the table below. Connection counts shall be administered on a cumulative, not to exceed basis. Therefore, any connections not obtained by the end of the respective calendar year shall remain eligible connections in subsequent years until the Property is developed in accordance with Exhibit C - Development Plan. In addition to the connection counts outlined herein below, the Developer shall be permitted the additional water and wastewater connections necessary to serve the 15-acre dense residential tract to be developed on the Property.

Annual Single-Family Home Connection Limitations	
Calendar Year	Maximum Connections Permitted
2027	70
2028	92
2030	92
2032	130
2035	90
2037	73
2039	90
Total	637

ix. Solid Waste Services – The City, or its contractor, will provide solid waste collection services in accordance with the City's ordinances, agreements and policies, except where prohibited by law. During construction as outlined in Exhibit C – Development Plan, developer shall be responsible for providing designated on-site temporary solid waste receptacles to contain litter caused during construction.

x. Code Compliance – The City's Code Compliance Division will provide education, enforcement, and abatement relating to code violations within the Property.

b. It is acknowledged and agreed by the parties that the City is not required to provide a service that is not expressly included in this Agreement.

c. Owner acknowledges that the City departments and divisions listed herein may change names or be re-organized by the City Manager. Any reference to a specific department or division also includes any subsequent City department or division that will provide the same or similar services.

4. **AUTHORITY.** City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge and agree that approval of the annexation is within the sole jurisdiction of the Brenham City Council. Nothing in this Agreement guarantees favorable decisions by the Brenham City Council.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them had the opportunity to be represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** Exclusive venue shall be in the state courts located in Washington County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of the laws of the State of Texas, including but not limited to Texas Local Government Code Chapter 43.

8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS HEIRS, SUCCESSORS AND ASSIGNS, AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, and their heirs, successors, and assigns. The terms of this Agreement constitutes covenants running with the land comprising the Property and is binding on all parties. This Agreement shall be recorded in the Official Records of Washington County, Texas.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

14. **EFFECTIVE DATE.** This Agreement shall only be effective and binding on the parties

upon the effective date of the ordinance annexing the Property adopted by the Brenham City Council.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BRENHAM

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

OWNERS (PROPERTY A)

By: _____
JAMES BROWN

By: _____
MELANIE BRENEMAN

OWNERS (PROPERTY B):

By: _____
DWAYNE MCGEE

By: _____
LU GOURLEY

State of Texas §
County of Washington §

This instrument was acknowledged before me on the 18th day of September 2025, by Atwood C. Kenjura, Mayor of the City of Brenham, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

NANCY S STAFFORD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/19/28
NOTARY ID 10415776

By: _____
Notary Public, State of Texas

State of Texas §
County of Washington §

This instrument was acknowledged before me on the 11 day of September, 2025, by James Brown, Owner-Property A.

AMBER DUPONT
Notary ID #128058803
My Commission Expires
August 4, 2026

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___ , by Melanie Breneman, Owner-Property A.

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___ , by Dwayne McGee, Owner-Property B.

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___ , by Lu Gourley, Owner-Property B.

By: _____
Notary Public, State of Texas

After Recording Return to:

City Secretary
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

upon the effective date of the ordinance annexing the Property adopted by the Brenham City Council.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BRENHAM

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

OWNERS (PROPERTY A)

By: _____
JAMES BROWN

By: Melanie Breneman
MELANIE BRENEMAN

OWNERS (PROPERTY B):

By: _____
DWAYNE MCGEE

By: _____
LU GOURLEY

State of Texas §
County of Washington §

This instrument was acknowledged before me on the ____ day of _____ 20_____, by Atwood C. Kenjura, Mayor of the City of Brenham, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___ , by James Brown, Owner-Property A.

By: _____
Notary Public, State of Texas

State of Texas §
County of Burleson §

This instrument was acknowledged before me on the 11th day of September 2025, by Melanie Breneman, Owner-Property A.

Lori Ann Smith
Notary Public, State of Texas
Notary ID 11383139
My Commission Exp. 06-15-2029

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___ , by Dwayne McGee, Owner-Property B.

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___ , by Lu Gourley, Owner-Property B.

By: _____
Notary Public, State of Texas

After Recording Return to:

City Secretary
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

upon the effective date of the ordinance annexing the Property adopted by the Brenham City Council.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BRENHAM

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

OWNERS (PROPERTY A)

By: _____
JAMES BROWN

By: _____
MELANIE BRENEMAN

OWNERS (PROPERTY B):

By: _____
DWAYNE MCGEE

By: _____
LU GOURLEY

State of Texas §
County of Washington §

This instrument was acknowledged before me on the ____ day of _____ 20_____, by Atwood C. Kenjura, Mayor of the City of Brenham, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___, by James Brown, Owner-Property A.

By: _____
Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____ 20___, by Melanie Breneman, Owner-Property A.

By: _____
Notary Public, State of Texas

State of Texas §
County of Burleson §

This instrument was acknowledged before me on the 11th day of September 2025, by Dwayne McGee, Owner-Property B.

Lori Ann Smith
Notary Public, State of Texas
Notary ID 11383139
My Commission Exp. 06-15-2029

By: _____
Notary Public, State of Texas

State of Texas §
County of Burleson §

This instrument was acknowledged before me on the 11th day of September 2025, by Lu Gourley, Owner-Property B.

Lori Ann Smith
Notary Public, State of Texas
Notary ID 11383139
My Commission Exp. 06-15-2029

By: _____
Notary Public, State of Texas

After Recording Return to:

City Secretary
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Exhibit A – Property A - 169.42-Acre Tract
Land Survey

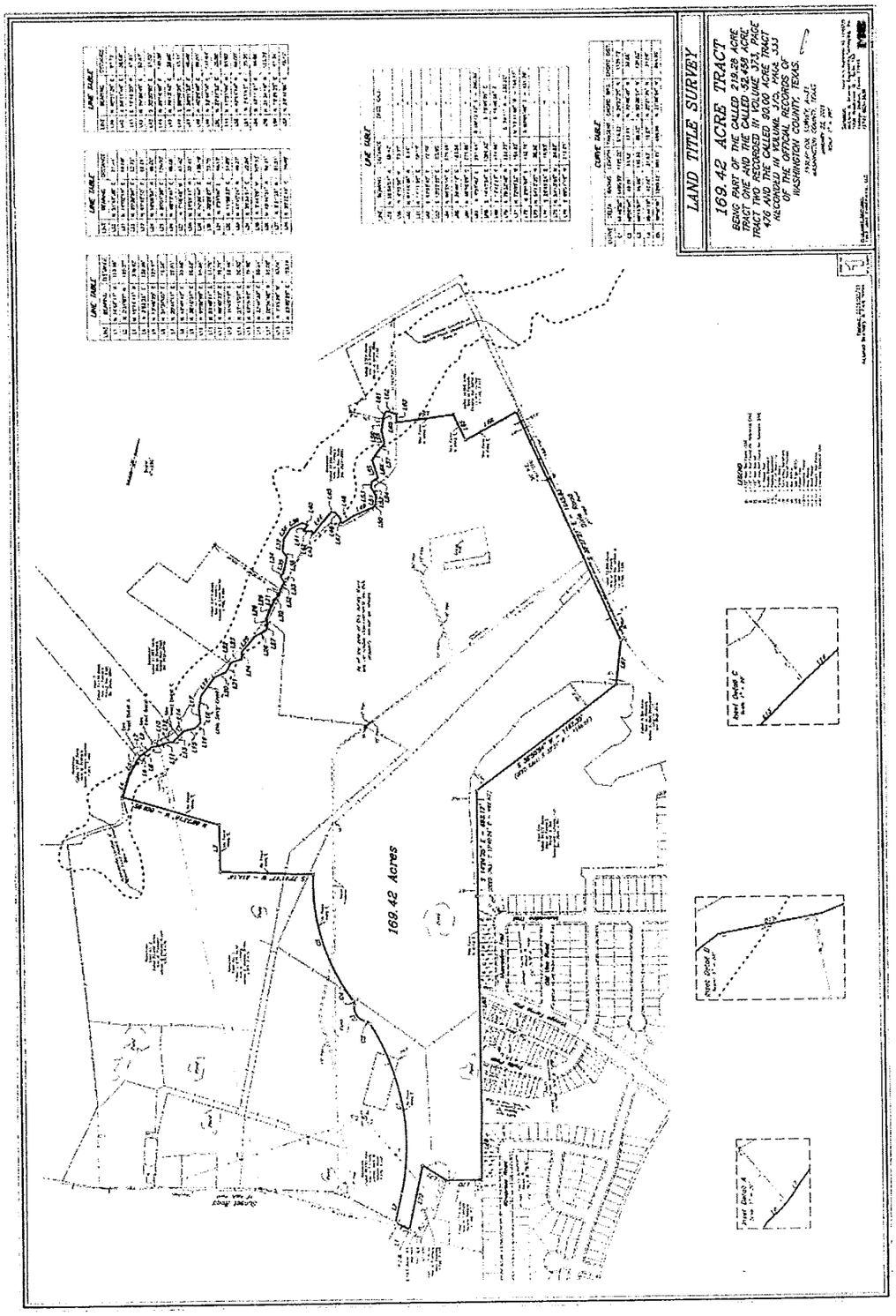


Exhibit A – Property A - 169.42-Acre Tract
Metes and Bounds Description

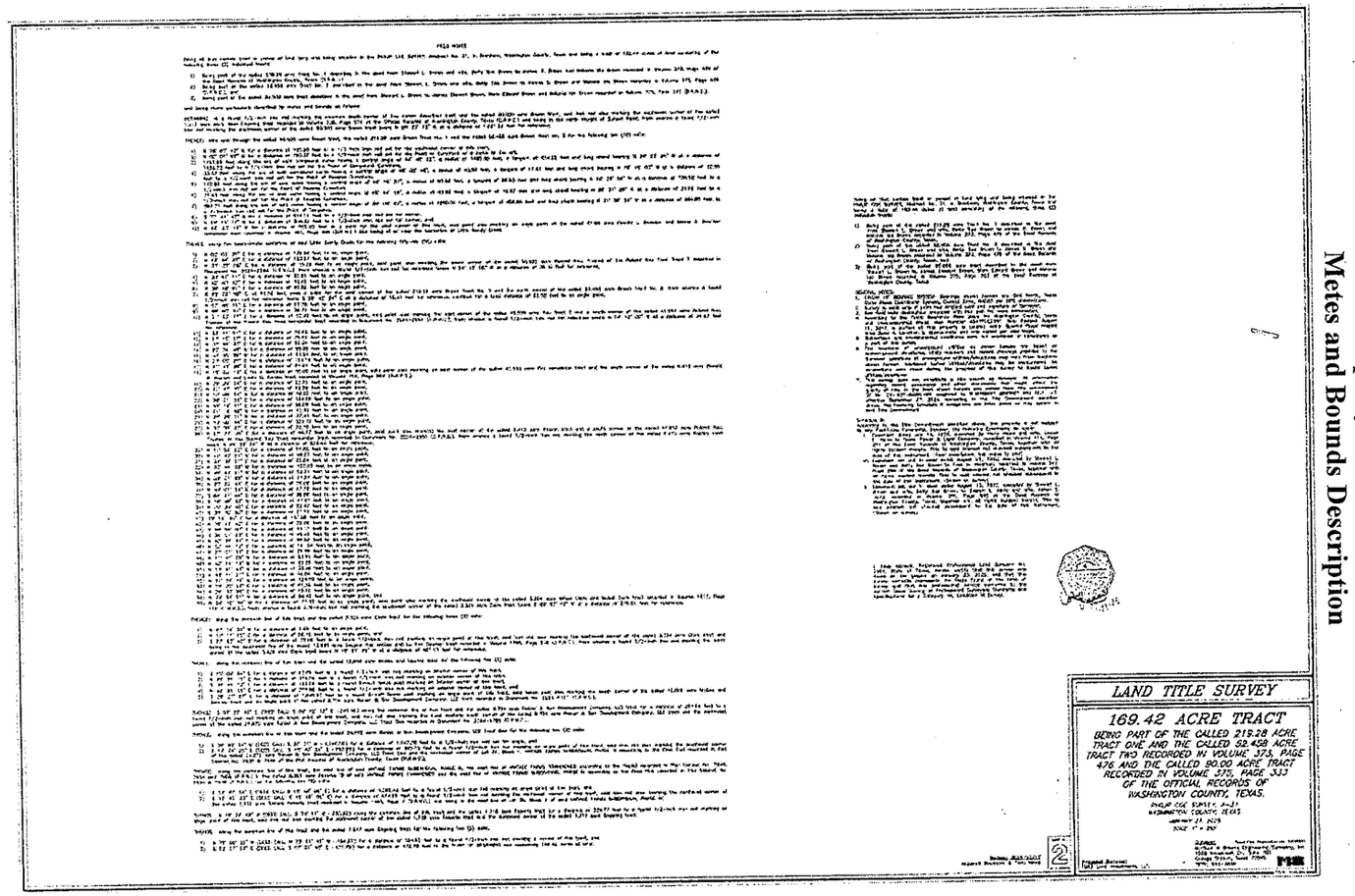
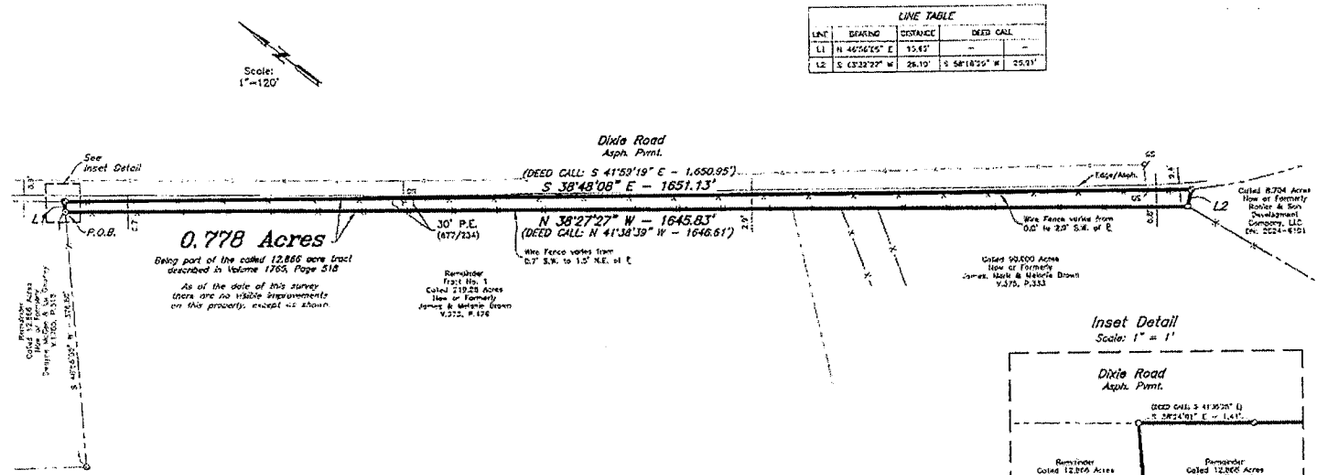


Exhibit B – Property B - 0.778-Acre Tract Land Survey

McCLURE & BROWNE ENGINEERING/SURVEYING, INC • 1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845 • (979) 693-3838
1025(114-L52)
Texas Firm Registration No. 10103300

LINE TABLE				
LINE	BEARING	DISTANCE	DEED CALL	
L1	N 46°56'05" E	15.45'	--	--
L2	S 03°33'27" W	26.10'	S 58°18'25" W	25.21'



Being all that certain tract or parcel of land lying and being situated in the PHILIP COE SURVEY, Abstract No. 31, in Brenham, Washington County, Texas and being part of the called 12.866 acre tract described in the deed from Susan B. Love, Independent Executrix of the Estate of Joyce E. Baker to Dwayne Ray McGee a/k/a Dwayne R. McGee and spouse, Liz Ann Gourley recorded in Volume 1765, Page 318 of the Official Records of Washington County, Texas.

1. The bearing system is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83 per GPS observations.
2. Survey is valid only if print has original seal and signature of Surveyor.
3. See Page 2 of 2 for Field Notes prepared with this survey.
4. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of the title searches were furnished to the surveyor. There may exist other documents of record that would affect this parcel.
5. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.
6. There are no visible improvements other than those shown hereon.
7. According to the Flood Insurance Rate Maps for Washington County, Texas and Unincorporated Areas, Map Number 48477C0205C, Map Revised August 16, 2011, this property is not located in a Special Flood Hazard Area.

Prepared For: RANIER & SON DEVELOPMENT

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that the above survey is true and correct and agrees with a survey made on the ground under my supervision on January 25, 2025.

LEGEND

- ⊙ – 1/2" Iron Rod Found (CM)
- ○ – 1/2" Iron Rod Set
- ⊏ – 6" Fence Post (CM)
- ⊗ – 6" Fence Post for Reference (CM)
- ⊘ – 8" Fence Post (CM)
- P.E. – Pipeline Easement
- P.O.B. – Point of Beginning
- CM – Controlling Monument
- DN – Document Number
- GS – Gas Sign (ETC)
- —x—x— – Wire Fence
- —g—g— – Underground Gas Line

Exhibit B – Property B - 0.778-Acre Tract
Metes and Bounds Description

FIELD NOTES
0.778 ACRES

Being all that certain tract or parcel of land lying and being situated in the PHILIP COE SURVEY, Abstract No. 31, in Brenham, Washington County, Texas and being part of the called 12.866 acre tract described in the deed from Susan B. Love, Independent Executrix of the Estate of Joyce E. Baker to Dwayne Ray McGee a/k/a Dwayne R. McGee and spouse, Lu Ann Gourley recorded in Volume 1765, Page 518 of the Official Records of Washington County, Texas (O.R.W.C.) and being more particularly described by metes and bounds as follows.

BEGINNING: at a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking a corner of the called 12.866 acre McGee and Gourley tract and the north corner of the called 219.28 acre James S. Brown and Melanie Ida Brown remainder Tract No. 1 recorded in Volume 373, Page 476 of the Deed Records of Washington County, Texas (D.R.W.C.), from whence a found 6-inch fence post marking a corner of the called 12.866 acre McGee and Gourley tract bears S 46° 56' 05" W at a distance of 376.88 feet for reference.

THENCE: N 46° 56' 05" E into and through the called 12.866 acre McGee and Gourley tract for a distance of 15.65 feet to a 1/2-inch iron rod set for the north corner of this tract, said iron rod also being in the southwest margin of Dixie Road;

THENCE: along the southwest margin of said Dixie Road for the following two (2) calls:

1) S 38° 24' 01" E (DEED CALL: S 41° 35' 25" E) for a distance of 1.41 feet to a found 8-inch fence post marking an angle point of this tract, and
2) S 38° 48' 08" E (DEED CALL: S 41° 59' 19" E – 1,650.95') for a distance of 1,651.13 feet to a found 8-inch fence post marking the common east corner of this herein described tract and the called 12.866 acre McGee and Gourley tract, said fence post also marking the north corner of the called 8.704 acre Ranier & Son Development Company, LLC tract recorded in Document No. 2024-6101 (O.R.W.C.);

THENCE: S 63° 32' 27" W (DEED CALL: S 58° 16' 29" W – 25.91') along the common line of this tract and the called 8.704 acre Ranier & Son Development Company, LLC tract for a distance of 26.10 feet to a found 6-inch fence post marking the common south corner of this tract and the called 12.866 acre McGee and Gourley tract, said fence post also marking an angle point of the called 8.704 acre Ranier & Son Development Company, LLC tract and an angle point of the called 90.000 acre James Stewart Brown, Mark Edward Brown and Melanie Ida Brown tract recorded in Volume 375, Page 333 (D.R.W.C.);

THENCE: N 38° 27' 27" W (DEED CALL: N 41° 38' 39" W – 1,646.61') along the common line of this tract, the called 90.000 acre Brown tract and the called 219.28 acre Brown remainder Tract No. 1 for a distance of 1,645.83 feet to the POINT OF BEGINNING and containing 0.778 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on January 25, 2025.

See survey plat on Page 1 of 2
for additional information

STATE OF TEXAS
REGISTERED
CODY KARISCH
7004
PROFESSIONAL
SURVEYOR

1-25-25

Exhibit C – Development Concept

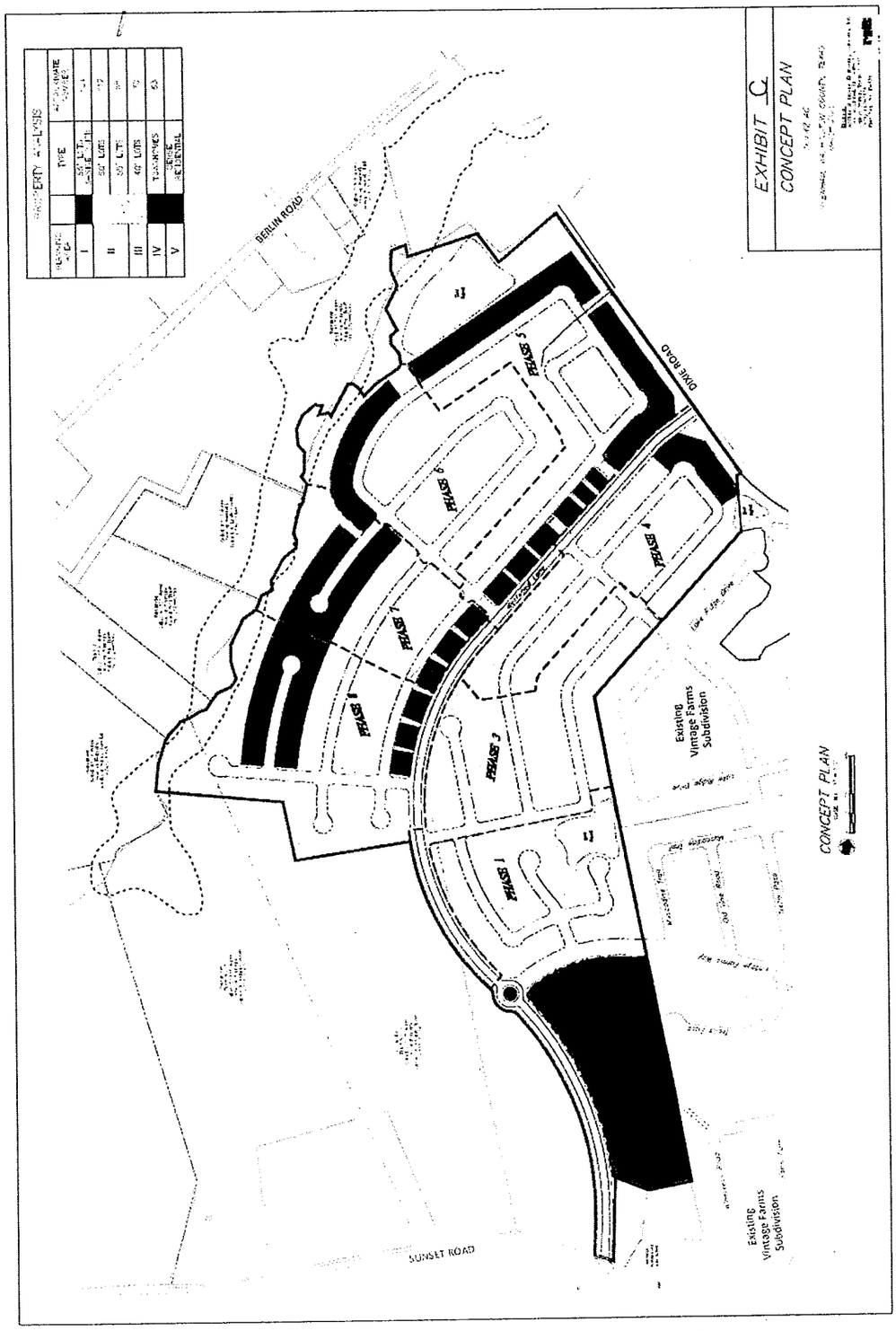


Exhibit D – Ability To Serve Water and Wastewater Study
Page 1 of 2

City of Brenham - Vintage Farms, Brown Tract

Ability to Serve Water and Wastewater Study

DEVELOPMENT NARRATIVE: The Vintage Farms, Brown Tract (development) is anticipated to consist of approximately 584 residential lots and 240 multi-family units. The development is anticipated to be built in seven phases with each phase consisting of approximately 90 lots per phase. Access is anticipated to be provided by extending Trellis Pass further to the northwest, Vintage Farms Way further to the west, and Westwood Lane further to the north.

WATER DESCRIPTION: Water service is anticipated to be provided by existing 8-inch and 12-inch water mains looped throughout the development. Initially, two connections to the City's existing water distribution system are anticipated: (1) 8-inch water main on Trellis Pass and (2) 12-inch water main on Vintage Farms Way. The City also requested this study evaluate options to improve pressures and fire flow availability within the development.

WATER DEMANDS (WD)	DEMAND*	UNIT
WD1 - Existing Conditions / Main Pressure Plane	-	gpm
WD2 - Vintage Farms, Brown Tract / Main Pressure Plane	586	gpm
WD3 - Vintage Farms, Brown Tract / Westside Pressure Plane	586	gpm

** Peak water demand provided by McClure and Browne Engineering/Surveying, Inc.*

WATERGEMS WATER MODEL RESULTS	AVERAGE	LOWEST	UNIT	RESULT
WD1 - Static Pressure	45-55	40	psi	**ADEQUATE**
WD1 - Fire Flow Availability	2,500	< 500	gpm	ADEQUATE
WD2 - Static Pressure	40-50	38	psi	**ADEQUATE**
WD2 - Fire Flow Availability	2,000	< 500	gpm	ADEQUATE
WD3 - Static Pressure	65-75	56	psi	ADEQUATE
WD3 - Fire Flow Availability	2,500	500 to 1,500	gpm	ADEQUATE

WATER CONCLUSION: Based on the WaterGEMs water model, the City's water distribution system maintains adequate static pressures and fire flow availability in proximity to the development, whether the development remains in the Main Pressure Plane or is moved to the Westside Pressure Plane. However, there are locations (mostly in cul-de-sacs) within the existing development that currently (and in the future too) experience reduced static pressures and fire flow availability. The water model indicates minimum static pressures at or just below 40 psi, barely exceeding the 35 psi minimum pressure that is required by the TCEQ during normal operating conditions. Moving the Vintage Farms development to the Westside Pressure Plane improves both static pressures and fire flow availability throughout the development. The enclosed water model maps provide additional detail on anticipated static pressures and fire flow availability for each of the existing and future water demand scenarios, in addition to proposed pressure reducing valve improvements.

WASTEWATER DESCRIPTION: Sanitary flows are anticipated to be collected and conveyed through proposed 8-inch gravity sanitary sewers throughout the development. Sanitary flows will then be conveyed into the existing Vintage Farms development at three locations: (1) Approximately 372 residential lots to a new lift station (LS) located at the far north end of the Brown Tract, which for purposes of this study will be referred to as the Brown LS, (2) Approximately 212 residential lots into the existing development along Trellis Pass and Lake Ridge Drive, and (3) 240 multi-family units into the existing townhome portion of the development at the Trellis Pass cul-de-sac. Sanitary flows gathered at the Brown LS will be pumped into the Dixie LS's sewershed, and then into the Vintage Farms LS's sewershed. Sanitary flows gathered at the Vintage Farms LS's sewershed will be pumped into the Munz LS's, Henderson Park LS's, and WWTP LS's sewersheds, in that order.

WASTEWATER DEMANDS	DEMAND*	UNIT
WWD1 - Vintage Farms, Brown Tract / Western Portion of 372 Lots	181	gpm
WWD2 - Vintage Farms, Brown Tract / Eastern Portion of 212 Lots	103	gpm
WWD3 - Vintage Farms, Brown Tract / Eastern Portion + Phases 5-8	195	gpm
WWD4 - Vintage Farms, Brown Tract / Eastern Portion + Phases 5-8 + Brown LS	376	gpm
WWD5 - Vintage Farms, Brown Tract / Multifamily	83	gpm
WWD6 - Vintage Farms, Brown Tract / Multifamily + Townhomes	109	gpm
WWD7 - Vintage Farms, Brown Tract / Multifamily + Townhomes + Phases 1 and 3	180	gpm
WWD8 - Vintage Farms, Brown Tract / Multifamily + Townhomes + Phases 1 and 3 + Dixie LS	556	gpm
WWD9 - Vintage Farms, Brown Tract / Multifamily + Townhomes + Phases 1-4 + Dixie LS	610	gpm

** Peak sanitary demands provided by McClure and Browne Engineering/Surveying, Inc.; Peaking factor of 2.5 was used based on age of the infrastructure within the sewershed.*

Exhibit D – Ability To Serve Water and Wastewater Study
Page 2 of 2

WASTEWATER COLLECTION ANALYSIS	D, MINIMUM (inches)	SLOPE, MIN (%)	Q, AVAIL (gpm)	Q, DEMAND (gpm)	RESULT
WWD1	8	0.335%	313.92	181	ADEQUATE
WWD2	8	0.335%	313.92	103	ADEQUATE
WWD3	8	0.335%	313.92	195	ADEQUATE
WWD4	6	0.510%	179.85	376	**INADEQUATE**
WWD5	6	1.300%	287.14	83	ADEQUATE
WWD6	6	0.920%	241.56	109	ADEQUATE
WWD7	8	0.350%	320.87	180	ADEQUATE
WWD8	8	0.350%	320.87	556	**INADEQUATE**
WWD9	8	2.630%	879.58	610	ADEQUATE

WASTEWATER LIFT STATION ANALYSIS / DIXIE LIFT STATION	Q, PUMP 1* (gpm)	Q, PUMP 2* (gpm)	Q, RATED* (gpm)	Q, DEMAND (gpm)	RESULT
WWD4	136	136	136	376	**INADEQUATE**
** Lift station duty point of 136 gpm at 75 feet TDH obtained from drawings for Vintage Farms, Phase 5.*					

WASTEWATER LIFT STATION ANALYSIS / VINTAGE FARMS LIFT STATION	Q, PUMP 1 (gpm)	Q, PUMP 2 (gpm)	Q, RATED (gpm)	Q, DEMAND (gpm)	RESULT
WWD9 - Duty Point based on Design Capacity*	276	276	276	610	**INADEQUATE**
WWD9 - Duty Point based on Drawdown Tests**	370	360	360	610	**INADEQUATE**
** Lift station duty point of 276 gpm at 129 feet TDH obtained from drawings for Vintage Farms, Phase 1.*					
*** Lift station rated capacity of 360 gpm obtained from drawdown tests performed during Impact Fee Study (2023).*					

WASTEWATER LIFT STATION ANALYSIS / MUNZ LIFT STATION	Q, PUMP 1* (gpm)	Q, PUMP 2* (gpm)	Q, RATED* (gpm)	Q, DEMAND (gpm)	RESULT
WWD9 + Existing Sanitary Flows at Munz LS**	345	320	320	437	**INADEQUATE**
WWD9 + Existing Sanitary Flows at Munz LS***	345	320	320	610	**INADEQUATE**
** Lift station rated capacity of 320 gpm obtained from drawdown tests performed during Impact Fee Study (2023).*					
*** Sanitary flows calculated to be peaked influent flows at the Munz LS (187 gpm) plus required increase in Vintage Farms LS's pumping capacity (250 gpm).*					
**** Sanitary flows calculated to be WWD9 (610 gpm), since the Vintage Farms LS's sanitary flows will be routed through the Munz LS.*					

WASTEWATER LIFT STATION ANALYSIS / HENDERSON PARK LIFT STATION	Q, PUMP 2*	Q, PUMP 3*	Q, RATED*	Q, DEMAND	RESULT
WWD9 + Existing Sanitary Flows at Henderson Park LS	1,400	1,455	2,795	1,751	ADEQUATE
** Lift station rated capacity of 2,795 gpm obtained from drawdown tests performed during Impact Fee Study (2023).*					
*** Sanitary flows calculated to be peaked influent flows at the Henderson Park LS (1,461 gpm) plus required increase in Munz LS's pumping capacity (290 gpm).*					

WASTEWATER CONCLUSION: Sanitary flows are anticipated to enter the City's existing collection system at several locations as previously indicated. In general, the City has sufficient capacity to accept sanitary flows from the development with few exceptions. The study identifies that the Dixie LS, Vintage Farms LS, and Munz LS are all undersized to accept peaked sanitary flows from the development. Upsizing the capacities of these lift stations creates additional capacity issues in the sanitary collection system.

WWD4 represents the required pumping capacity for an improved Dixie LS, which discharges into the existing collection system near the intersection of Muscadine Trail and Malisa Hill. The existing collection system on Muscadine Trail, Malisa Hill, and downstream of the Malisa Hill cul-de-sac is undersized to receive the increased flows from the Dixie LS.

WWD8 represents all the sanitary flows from the existing and proposed development except for Vintage Farms, Phases 2 and 4. The existing collection system on Vintage Farms Way (between its intersections with Trellis Pass and Wild Vine Pass) and on Wild Vine Pass (between its intersection with Vintage Farms Way and the Vintage Farms LS site) is undersized to receive the increased flows from the proposed development and upsized Dixie LS.

Upsizing the Dixie LS, Vintage Farms LS, and Munz LS is anticipated to be a significant and costly effort. One alternative that was considered as part of this study is to upsize the Dixie LS and reroute the force main along Dixie Road to its intersection with State Highway 36. The force main would then be extended northward to the intersection of State Highway 36 and West Blue Bell Road. The force main could then be tied into the existing 6-inch gravity sewer that is bored across State Highway 36 (if that gravity sewer has sufficient grade and capacity available to receive flows from the Dixie LS) or a new bore could be constructed across State Highway 36. If a bore is needed, the rerouted force main could be tied into either the existing 8-inch or 21-inch gravity sewers on West Blue Bell Road. Rerouting the force main in this manner would shift the Dixie LS's sanitary flows into the Highway 105 LS's sewershed, which has considerably larger gravity sewers that run along Little Sandy Creek and its tributaries. Design of a Highway 105 LS rehabilitation project is currently underway, which once constructed, the improved Highway 105 LS will have sufficient capacity to receive the diverted flows from the Dixie LS.

If the Dixie LS's force main is rerouted in this manner, the City will have sufficient capacity to accept sanitary flows from the development with no further modification to the Vintage Farms LS, Munz LS, or the gravity sewer sections identified as being deficient when conveying the WWD4 and WWD8 sanitary flows.

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TEXAS FIRM REGISTRATION NO. 10018800

Exhibit "B"

City of Brenham – 2025 Annexation Description – Section 2025-1

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Philip Coe Survey, A-31, being all of a 169.42 acres tract as shown on a survey prepared by McClure & Browne Engineering/Surveying, Inc, dated January 23, 2025 and revised March 17, 2025 being part of the same land described as 219.28 acre (Tract No. 1) and 52.458 acres (Tract No. 2) in the deed from Stewart L. Brown and wife, Betty Sue Brown to James S. Brown and Melanie Ida Brown, dated July 24, 1978, as recorded in Volume 373, Page 476, in the Deed Records of Washington County, Texas, and being part of the same land described as 90.000 acres in the deed from Stewart L. Brown to James Stewart Brown, Mark Edward Brown and Melanie Ida Brown, dated January 1, 1979, as recorded in Volume 375, Page 333, in the Deed Records of Washington County, Texas, and being described as follows:

BEGINNING at a 1/2 inch iron rod found for a North corner hereof and of said original tract called 219.28 acres and of said 169.42 acres tract, being an interior corner of the Dwayne Ray McGee, et ux tract called 12.866 acres, as recorded in Volume 1765, Page 518, in the Official Records of Washington County, Texas, being the West corner of a 0.778 acre tract surveyed by McClure & Browne Engineering/Surveying, Inc, dated January 25, 2025 out of said McGee tract called 12.866 acres;

THENCE in a Southeasterly direction, being along a Southwest line of said McGee tract called 12.866 acres, being along the Southwest line of said 0.778 acre tract, being along a portion of a Northeast line of said original tract called 219.28 acres for a Northeast line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to a 1/2 inch iron rod found for an exterior corner hereof and of original tract called 90.000 acres, being a South corner of said McGee tract called 12.866 acres, and being the South corner of said 0.778 acre tract, also being a West corner of the Ranier & Son Development Company, LLC tract called 8.704 acres, as recorded in Instrument Number 2024-6101, in said Official Records of Washington County, Texas and of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas;

THENCE in a Southerly direction, being along a West line of said Ranier & Son Development Company, LLC tract called 8.704 acres and of said City of Brenham Annexation (Ordinance Number O-20-012) for an East line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to an exterior corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract, being a Southwest corner of said Ranier & Son Development Company, LLC tract called 8.704 acres, being a Northwest corner of the Ranier & Son Development Company, LLC tract called 24.872 acres, as recorded in Instrument Number 2024-4786, in said Official Records of Washington County, Texas, being an interior corner of said City of Brenham Annexation (Ordinance Number O-20-012);

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THENCE in a Southwesterly direction, being along the Northwest line of said Ranier & Son Development Company, LLC tract called 24.872 acres, being along the Northwest line of said City of Brenham Annexation (Ordinance Number O-20-012) for a Southeast line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to an exterior corner of said Ranier & Son Development Company, LLC tract called 24.872 acres and of said City of Brenham Annexation (Ordinance Number O-20-012), being an interior corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

THENCE in a Southerly direction, being along a West line of said Ranier & Son Development Company, LLC tract called 24.872 acres and of said City of Brenham Annexation (Ordinance Number O-20-012), being along the West line of Vintage Farms Subdivision, Phase III, a map or plat being of record in Plat Cabinet File Slide Numbers 763B and 764A, in the Plat Records of Washington County, Texas, being along West lines of Vintage Farms Townhomes Subdivision, a map or plat bang of record in Plat Cabinet File Slide Numbers 794B, 795A and 795B, in said Plat Records of Washington County, Texas, and being along a portion of a West line of Remainder of Reserve "F" (called 12.019 acres) of Vintage Farms Subdivision, Phase II, a map or plat being of record in Plat Cabinet File Slide Numbers 729A, 729B, 730A and 730B, in said Plat Records of Washington County, Texas, also being along West lines of the City of Brenham Annexation (Ordinance Number O-17-003) called 86.664 acres, as recorded in Volume 1580, Page 705, in said Official Records of Washington County, Texas for East lines hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to the Northeast corner of the Sandra Roberts tract called 1.718 acres, as recorded in Volume 1465, Page 7, in said Official Records of Washington County, Texas, being on a West line of said Remainder of Reserve "F" (called 12.019 acres) of said Vintage Farms Subdivision, Phase II for a Southeast corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

THENCE in a Westerly direction, being along the North line of said Roberts tract called 1.718 acres, being along the North line of the Tyler Engeling tract called 1.217 acres, as recorded in Volume 1345, Page 821, in said Official Records of Washington County, Texas for South lines hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to the Northwest corner of said Engeling tract called 1.217 acres for an interior corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

THENCE in a Southerly direction, being along the West line of said Engeling tract called 1.217 acres for an East line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to a 1/2 inch iron rod found on a North margin of Sunset Road for the Southwest corner of said Engeling tract called 1.217 acres, being a Southeast corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

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THENCE in a Westerly direction, being along a portion of a North margin of said Sunset Road, being along a portion of a South line of said original tract called 90.000 acres for a South line hereof and of said 169.42 acres tract to a Southwest corner hereof and of said 169.42 acres tract, being on a North margin of said Sunset Road, being on a South line of said original tract called 90.000 acres;

THENCE in a Northerly and Westerly direction, severing said original tract called 90.000 acres, severing the residue of said original tract called 219.28 acres and severing said original tract called 52.458 acres, being along West and South lines hereof and of said 169.42 acres tract to the center of Little Sandy Creek, being on a West line of said original tract called 52.458 acres, being on an East line of the Donald L. Boecker, et ux residue of original tract called 61.06 acres, as recorded in Volume 361, Page 499, in said Deed Records of Washington County, Texas for a Southwest corner hereof and of said 169.42 acres tract;

THENCE in along the center of said Little Sandy Creek with its meanders for Western lines hereof and of said original tracts called 52.458 acres and 219.28 acres and being along Western lines of said 169.42 acres tract, being along Eastern lines of said Boecker residue of original tract called 61.06 acres, being along Eastern lines of the Roland Rau, Trustee of the Roland Rau Trust tract called 10.500 acres, as recorded in Instrument Number 2024-2551, in said Official Records of Washington County, Texas, being along Eastern lines of the Roland Rau, Trustee of the Roland Rau Trust tract called 41.653 acres, as recorded in Instrument Number 2024-2550, in said Official Records of Washington County, Texas, being part of a 73.0 acres tract described in Volume 158, Page 439, in said Deed Records of Washington County, Texas, being along Eastern lines of the Donald W. Kocian, et ux tract called 9.410 acres, as recorded in Volume 796, Page 864, in said Official Records of Washington County, Texas, being along Eastern lines of the Milton Clark, et ux tract called 3.324 acres, as recorded in Volume 1817, Page 150, in said Official Records of Washington County, Texas to a West line of said McGee tract called 12.866 acres, being in the center of said Little Sandy Creek for a Northeast corner hereof and of said original tract called 219.28 acres and of said 169.42 acres tract, being a Southeast corner of said Clark tract called 3.324 acres;

THENCE in a Southerly direction, being along a portion of a West line of said McGee tract called 12.866 acres for an East line hereof and of said original tract called 219.28 acres and of said 169.42 acres tract to a Southwest corner of said McGee tract called 12.866 acres, being an interior corner hereof and of said original tract called 219.28 acres and of said 169.42 acres tract;

THENCE in an Easterly, Southeasterly and Northeasterly direction, being along South, Southwest and Southeast lines of said McGee tract called 12.866 acres for North, Northeast and Northwest lines hereof and of said original tract called 219.28 acres and of said 169.42 acres tract to the PLACE OF BEGINNING and containing 169.42 acres of land, more or less.

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This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 7th day of August 2025, A. D.

Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

STATE OF TEXAS
REGISTERED
JON E. HODDE
5197
PROFESSIONAL
LAND SURVEYOR

Exhibit "B"


N. BERLIN ROAD
DIXIE ROAD
DIXIE ROAD
LITTLE SANDY CREEK
CITY OF BRENHAM
ANNEXATION
PHILIP COE SURVEY, A-31
WASHINGTON COUNTY, TEXAS
SECTION 2025-1
169.42 ACRES
SUNSET ROAD

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Exhibit "C"

City of Brenham – 2025 Annexation Description – Section 2025-2

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Philip Coe Survey, A-31, being all of a 0.778 acre tract as shown on a survey prepared by McClure & Browne Engineering/Surveying, Inc, dated January 25, 2025, being part of the same land described as 12.866 acre in the deed from Susan B. Love, Independent Executrix of the Estate of Joyce E. Baker, Deceased to Dwayne Ray McGee a/k/a Dwayne R. McGee and spouse, Lu Ann Gourley, dated March 4, 2021, as recorded in Volume 1765, Page 518, in the Official Records of Washington County, Texas, and being described as follows:

BEGINNING at an 8 inch cedar fence post on a Southwest margin of Dixie Road for the East corner hereof and of said original tract called 12.866 acres and of said 0.778 acre tract, being the North corner of the Ranier & Son Development Company, LLC tract called 8.704 acres, as recorded in Instrument Number 2024-6101, in said Official Records of Washington County, Texas, being the North corner of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas;

THENCE in a Southwesterly direction for a Southeast line of said original tract called 12.866 acres, being along the Southeast line hereof and of said of said 0.778 acre tract, being along a Northwest line of said Ranier & Son Development Company, LLC tract called 8.704 acres and of said City of Brenham Annexation (Ordinance Number O-20-012) to a 1/2 inch iron rod found for a South corner of said original tract called 12.866 acres, being the South corner hereof and of said 0.778 acre tract, being a West corner of said Ranier & Son Development Company, LLC tract called 8.704 acres and of said City of Brenham Annexation (Ordinance Number O-20-012), also being an exterior corner of the James Stewart Brown, et al tract called 90.000 acres, as recorded in Volume 375, Page 333, in the Deed Records of Washington County, Texas;

THENCE in a Northwesterly direction for a Southwest line of said original tract called 12.866 acres, being along the Southwest line hereof and of said 0.778 acre tract, being along a Northeast line of said Brown tract called 90.000 acres, and being along a Northeast line of the James Stewart Brown and Melanie Ida Brown residue of original tract called 219.28 acres, as recorded in Volume 373, Page 476, in said Deed Records of Washington County, Texas to a 1/2 inch iron rod found for an interior corner of said original tract called 12.866 acres, being the West corner hereof and of said 0.778 acre tract, being a North corner of said Brown residue of original tract called 219.28 acres;

THENCE in a Northeasterly direction severing said original tract called 12.866 acres with the Northwest line hereof and of said 0.778 acre tract to an 8 inch fence post on a Southwest margin of Dixie Road, being on a Northeast line of said original tract called 12.866 acres for the North corner hereof and of said 0.778 acre tract;

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THENCE in a Southeasterly direction, being along a portion of a Southwest margin of said Dixie Road, being along a portion of a Northeast line of said original tract called 12.866 acres for the Northeast line hereof and of said 0.778 acre tract to the PLACE OF BEGINNING and containing 0.778 acre of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 7th day of August, 2025, A. D.

Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

STATE OF TEXAS
REGISTERED
JON E. HODDE
5197
PROFESSIONAL
LAND SURVEYOR

CITY OF BRENHAM ANNEXATION

PHILIP COE SURVEY, A-31
WASHINGTON COUNTY, TEXAS

Exhibit "C"

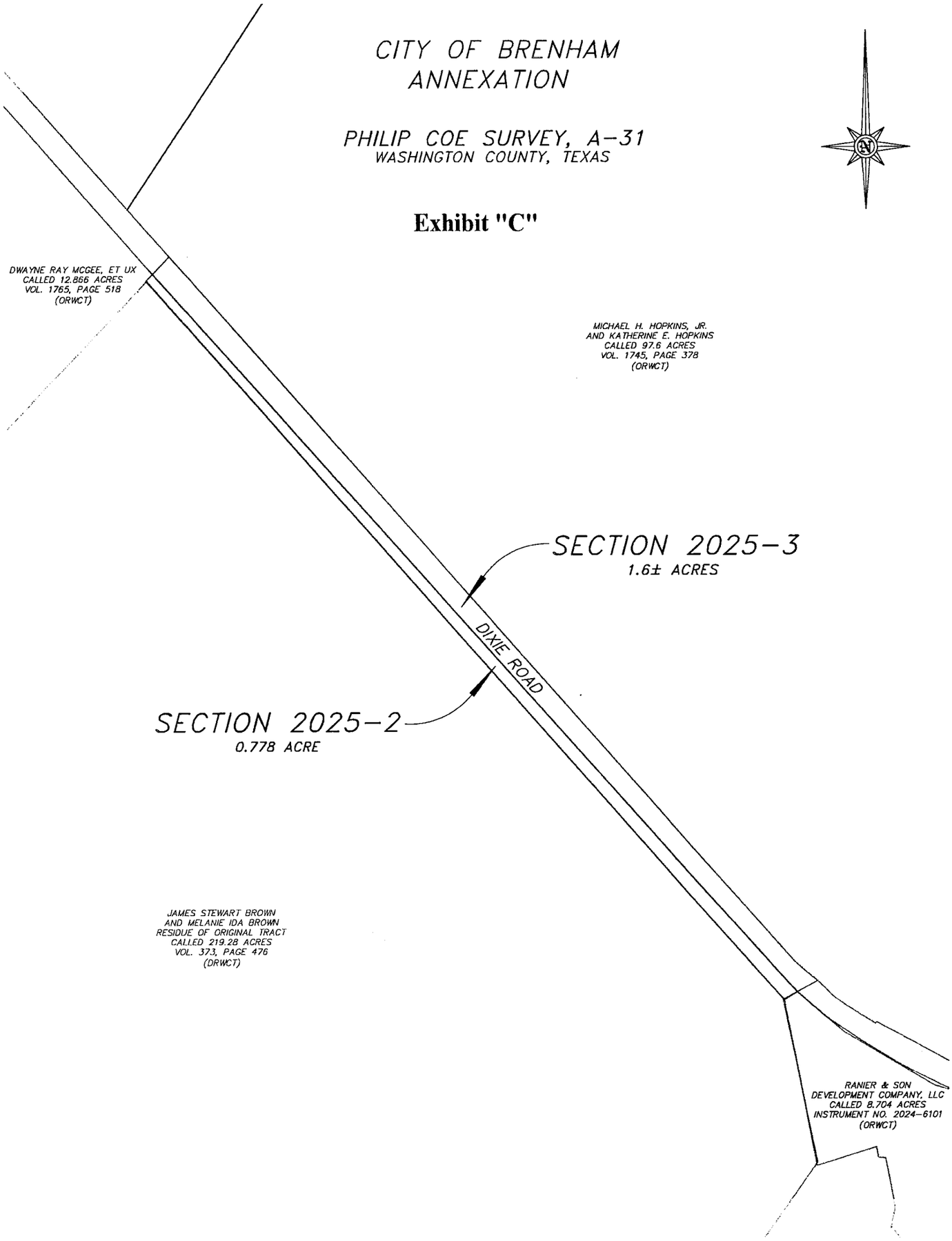

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Exhibit "D"

City of Brenham – 2025 Annexation Description – Section 2025-3

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Philip Coe Survey, A-31, being a portion of Dixie Road, and being described as follows:

BEGINNING at an 8 inch cedar fence post on a Southwest margin of said Dixie Road for the North corner of the Ranier & Son Development Company, LLC tract called 8.704 acres, as recorded in Instrument Number 2024-6101, in the Official Records of Washington County, Texas, being the North corner of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas, being the East corner of the Dwayne Ray McGee, et ux tract called 12.866 acres, as recorded in Volume 1765, Page 518, in said Official Records of Washington County, Texas, and being the South corner hereof, also being the East of a 0.778 acre tract surveyed by McClure & Browne Engineering/Surveying, Inc, dated January 25, 2025 out of the McGee tract called 12.866 acres;

THENCE in a Northwesterly direction, being along a portion of a Northeast line of said McGee tract called 12.866 acres, being along a portion of a Southwest margin of Dixie Road for the Southwest line hereof, being along the Northeast line of said 0.778 acre tract to an 8 inch fence post on a Southwest margin of said Dixie Road, being on a Northeast line of said McGee tract called 12.866 acres for the North corner of said 0.778 acre tract, being the West corner hereof;

THENCE in a Northeasterly direction, crossing said Dixie Road, being a projection of the Northwest line of said 0.778 acre tract for the Northwest line hereof to the North corner hereof, being on a Northeast margin of said Dixie Road, being on a Southwest line of the Michael H. Hopkins, Jr. and Katherine E. Hopkins tract called 97.6 acres, as recorded in Volume 1745, Page 378, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, being along Northeast margins of said Dixie Road, being along Southwest lines of said Hopkins tract called 97.6 acres for Northeast lines hereof to the East corner hereof, being on a Northeast margin of said Dixie Road, being on a Southwest line of said Hopkins tract called 97.6 acres;

THENCE in a Southwesterly direction, crossing said Dixie Road for the Southeast line hereof, being a projection of a Southeast line of said McGee tract called 12.866 acres and of the Southeast line of said 0.778 acre tract to the PLACE OF BEGINNING and containing approximately 1.6 acres of land, more or less.

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TEXAS FIRM REGISTRATION NO. 10018800

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 7th day of August, 2025, A. D.

Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

STATE OF TEXAS
REGISTERED
JON E. HODDE
5197
PROFESSIONAL
LAND SURVEYOR

CITY OF BRENHAM ANNEXATION

PHILIP COE SURVEY, A-31
WASHINGTON COUNTY, TEXAS

Exhibit "D"