College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final - Amended

City Council Workshop

Thursday, September 11, 2014 | **4:30 PM** | **City Hall Council Chambers**

1. Call meeting to order.

2. Executive Session will be held in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Litigation

a. The City of College Station v. Star Insurance Company, Civil Action No. 4:11 CV 02023, In the U.S. District Court for the Southern District, Houston Division

b. Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, Cause No. 11 003172 CV 272, In the 272nd District Court of Brazos County, Texas

c. Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., Cause No. 13 002978 CV 361, In the 361st Judicial District Court, Brazos County, Texas

d. Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272nd District Court of Brazos County, Texas

e. Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

f. Robyn Taylor, et al vs. Boomfit, Carlos Lima and Alicia Lima and Lincoln Recreational Center, Cause No. 13 003118 CV 85, In the 85th District Court of Brazos County, Texas

Legal Advice

a. Legal advice related to an amendment to the economic development agreement between College Station and Kalon

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Property located at or near 204-220 Holleman Drive in College Station
b. Property located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station, Texas

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Economic Incentives related to a proposed community wide private fiber optic broadband network

5:30 P.M.

3. Take action, if any, on Executive Session.

4. Presentation, possible action and discussion on items listed on the consent agenda.

5. 14-663 Presentation, possible action, and discussion regarding the updated Master Plan for the Southeast Community Park, Lick Creek Greenway, & Rock Prairie Landfill Property use.

Sponsors: Schmitz

Attachments: Southeast,greenway trail,landfill plan-Model

Southeast Comm.park master plan-Model

Asset Transfer and Debt Reimbursement Agreement

6. Council Calendar - Council may discuss upcoming events.

7. Presentation, possible action, and discussion on future agenda items and review of standing list of Council generated agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

9. Adjourn

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED

City Manager

Notice is hereby given that an Executive Session and Workshop Meeting of the City Council of the City of College Station, Texas will be held on the 11th day of September at 4:30PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 8th day of September, 2014 at 4:00 p.m.

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 8, 2014 at 4:00p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764 3517 or (TDD) 1 800 735 2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.

College Station, TX

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Legislation Details (With Text)

File #:	14-663	**Version:**	1	**Name:**	Master Plan for SE Community Park, Lick Creek Greenway, & Rock Prairie Landfill Property Use
Type:	Updates			**Status:**	Agenda Ready
File created:	9/3/2014			**In control:**	City Council Workshop
On agenda:	9/11/2014			**Final action:**	
Title:	Presentation, possible action, and discussion regarding the updated Master Plan for the Southeast Community Park, Lick Creek Greenway, & Rock Prairie Landfill Property use.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Southeast,greenway trail,landfill plan-Model Southeast Comm.park master plan-Model Asset Transfer and Debt Reimbursement Agreement				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding the updated Master Plan for the Southeast Community Park, Lick Creek Greenway, & Rock Prairie Landfill Property use.

- Neighborhood Integrity
- Diverse Growing Economy

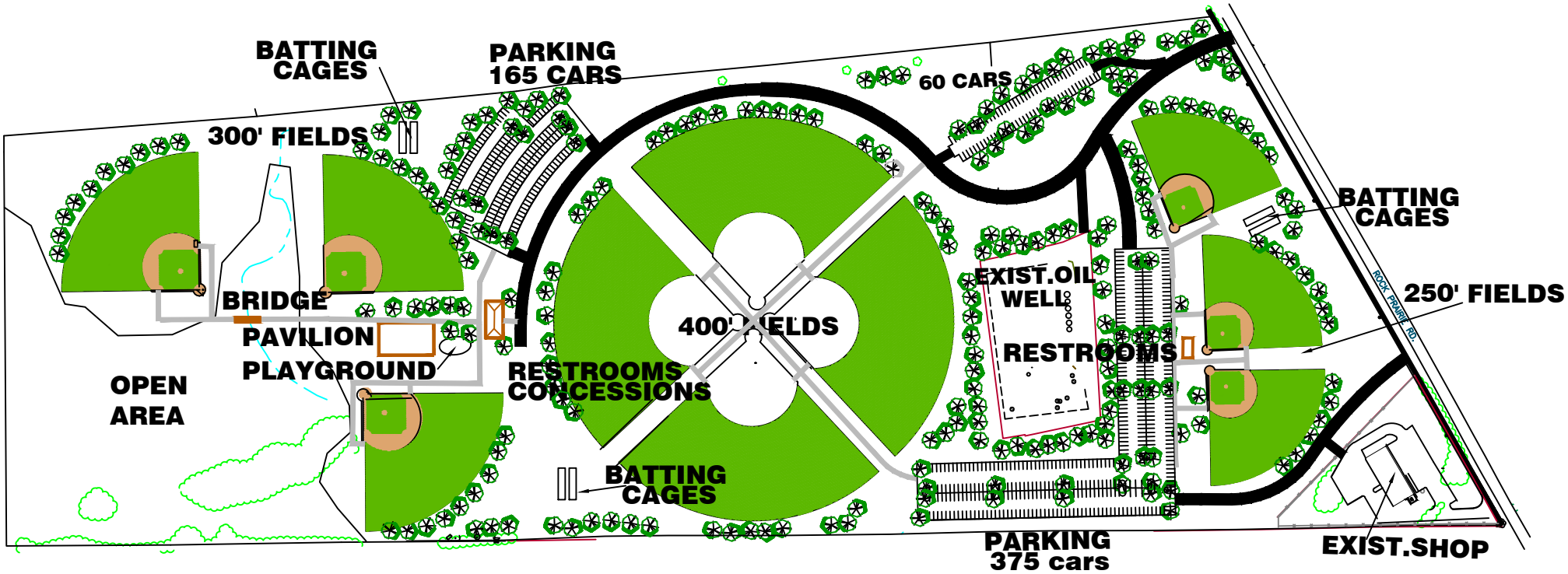
Recommendation(s): Presentation for informational purposes only.

Summary: The updated Master Plan for the Southeast Community Park, Lick Creek Greenway, and Rock Prairie Landfill Property shows the relationships of the separate properties as they pertain to an area/regional plan. The Southeast Park property is slated for development as a community park with baseball/softball athletic facilities. The Lick Creek Greenways property is the site of a major section of the already funded Lick Creek Hike & Bike Trail. The Landfill property, which is currently under oversight by BVSWMA, has potential for additional park development.

Budget & Financial Summary: NA

Attachments:
1. Southeast, Greenway Trail, Landfill Plan-Model
2. Southeast Comm. Park Master Plan
3. BVSWMA Asset Transfer and Debt Reimbursement Agreement (effective Oct. 1, 2010)

CITY PROPERTY,GREENWAYS,SE COMM.PARK,LANDFILL



Preliminary Master Plan
Southeast Community Park

NORTH

100 0 100 200 300

Scale 1" = 100'

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

ASSET TRANSFER AND
DEBT REIMBURSEMENT AGREEMENT

This ASSET TRANSFER AND DEBT REIMBURSEMENT AGREEMENT ("Agreement") is made by and among the **City of Bryan, Texas** ("Bryan"), a Texas home rule municipality, the **City of College Station, Texas** ("College Station"), a Texas home rule municipality, and the **Brazos Valley Solid Waste Management Agency, Inc.** ("Agency"), a Texas non-profit local government corporation organized pursuant to Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code, each acting by and through their respective authorized representatives (for purpose of this Agreement, Bryan and College Station are collectively referred to herein as "the Cities" and each is individually as "City", and Bryan, College Station, and Agency are collectively referred to herein as "the Parties").

RECITALS

WHEREAS, the Cities previously entered into that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain BVSWMA First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWMA First Supplement to Joint Solid Waste Management Agreement dated May 29, 2003 ("collectively referred to as the "BVSWMA Agreement") relating to the joint use and operation of certain solid waste collection and disposal assets and landfill facilities of the Cities by a regional solid waste agency known as the Brazos Valley Solid Waste Management Agency ("BVSWMA"); and

WHEREAS, the Cities have jointly operated the BVSWMA as undivided one-half interest owners pursuant to the BVSWMA Agreement; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement dated January 12, 2010 ("the ILA"), the Cities have jointly authorized the creation of the Agency; and

WHEREAS, pursuant to the ILA, the Cities desire to terminate the BVSWMA Agreement and to transfer to the Agency the assets contributed by the Cities to BVSWMA pursuant to the BVSWMA Agreement along with other assets of either City identified in this Agreement subject to this Agreement and/or other appropriate agreements relating to the financing, construction, ownership, management and operation of said assets; and

WHEREAS, Bryan's City Council and College Station's City Council hereby acknowledge and consent to change the permitee name on TCEQ MSW Permit 1444C and TCEQ MSW Permit 2292 from the Brazos Valley Solid Waste Management Agency to the Brazos Valley Solid Waste Management Agency, Inc. and to transfer TCEQ MSW Registration 42003 from the City of Bryan to the Brazos Valley Solid Waste Management Agency, Inc.;

WHEREAS, the Agency desires to accept from the Cities title to the BVSWMA assets and to operate, manage, and dispose of them subject to the Agency's governing documents and other agreements entered among the parties at the Closing of this Agreement;

NOW, THEREFORE, for and in consideration of TEN AND/NO 100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

I. DEFINITIONS

The words and phrases used in this Agreement shall have their common meaning unless the context indicates otherwise. In addition, the following words and phrases shall have the following meanings:

Agency or the Agency means the Brazos Valley Solid Waste Management Agency, Inc., a Texas non-profit corporation incorporated as a local government corporation by the Cities pursuant to Chapter 431 of the Texas Transportation Code, as amended.

Articles means the Articles of Incorporation of the Agency approved by the Cities and filed with the Texas Secretary of State, and as amended from time to time.

Assignment and Assumption of Contracts and Payables means an agreement among the Parties:

(a) identifying the contracts to be assigned by each of the Cities (on their own behalf or as owners of BVSWMA) to the Agency relating to the construction, operation, and maintenance of the Assets, including, but not limited to, any customer agreements with third parties; and

(b) identifying the Bryan Payables and BVSWMA Payables to be assigned to and assumed by the Agency;

setting forth the terms and conditions by which such assignment and assumption shall be governed.

Assets mean collectively the BVSWMA Assets and the Bryan Assets.

Bill of Sale means the Bill of Sale and Assignment among the Parties, in substantially the form set forth as Attachment "B" to this Agreement.

Borrowed Employee Agreements means the agreements between the Agency and College Station and between the Agency and Bryan, respectively, wherein the College Station employees assigned to the operation and maintenance of the BVSWMA Assets, and the Bryan Employees assigned to the operation and maintenance of the Compost Facility, are assigned to the Agency for the purpose of operating and maintaining the Assets pursuant to the Operations Agreement after conveyance of the Assets to the Agency pursuant to this Agreement.

Bryan means the City of Bryan, Texas, a Texas home rule municipality.

Bryan Assets means (1) Bryan's interests in real property described in and to be conveyed to the Agency pursuant to the Deed, whether presently owned separately or jointly with College Station pursuant to the BVSWMA Agreement, and whether record title is in the name of Bryan, College Station, BVSWMA, or any one or more of them, and (2) Bryan's personal property described in the Bill of Sale to be conveyed to the Agency pursuant to this Agreement and to be operated and maintained subject to the Operations Agreement.

Bryan Debt means proceeds obtained from the sale of bonds, certificates of obligation, or other debt instruments and that were used by Bryan to construct, purchase, operate, repair, or maintain BVSWMA Assets or Bryan Assets.

Bryan Payables means payment obligations incurred by Bryan with respect to the construction, purchase, operation, repair, or maintenance of the Bryan Assets that have not been paid as of the date of Closing.

BVSWMA Accounts means (1) the funds jointly owned by the Cities and held in financial accounts in the name of College Station or BVSWMA as the result of College Station's obligation as Agency Manager under the BVSWMA Agreement and collected as the result of the operations of the BVSWMA Assets and (2) accounts receivable representing funds due and owing to BVSWMA and generated from the sale of services or goods sold by College Station in conjunction with the operation of the BVSWMA Assets.

BVSWMA Agreement means that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, between the Cities, as amended by that certain *BVSWMA First Amended Joint Solid Waste Management Agreement* dated May 3, 2000, and as further amended by that certain *BVSWMA First Supplement to Joint Solid Waste Management Agreement* dated May 29, 2003.

BVSWMA Assets means the real and personal property, whether in the name of Bryan, College Station, BVSWMA, or any one or more of them, that is jointly owned by the Cities and dedicated for use by BVSWMA pursuant to the BVSWMA Agreement, inclusive of all real and personal property originally conveyed by the Cities as well as all real and personal property conveyed to and/or acquired by the Cities for use by, in, or through BVSWMA subsequent to the effective date of the BVSWMA Agreement but prior to the Closing Date of this Agreement and described in the Deed and the Bill of Sale, respectively.

BVSWMA Payables mean the payment obligations incurred pursuant to the BVSWMA Agreement with respect to the construction, purchase, operation, repair, or maintenance of the BVSWMA Assets that have not been paid as of the date of Closing.

Bylaws means the Bylaws of the Agency as approved by the Cities and amended from time to time.

Cities or the Cities means Bryan and College Station.

Closing means that date the conveyances contemplated by this Agreement occurs as determined by Section 3.02, below.

Closing Agent means Nichols, Jackson, Dillard, Hager & Smith, LLP, 1800 Lincoln Plaza, 500 N Akard, Dallas, Texas 75201, acting through Peter G. Smith and/or Kevin B. Laughlin.

College Station means the City of College Station, Texas, a Texas home rule municipality.

College Station Debt means proceeds obtained from the sale of bonds, certificates of obligation, or other debt instruments and that were used by College Station to construct, purchase, operate, repair, or maintain BVSWMA Assets.

College Station Payables means payment obligations incurred by College Station with respect to the construction, purchase, operation, repair, or maintenance of the College Station Assets that have not been paid as of the date of Closing.

Compost Facility means the Pleasant Hill Road Compost Facility owned and operated by Bryan.

Debt means, collectively, the Bryan Debt and the College Station Debt.

Deed or *Special Warranty* Deed means the Special Warranty Deed, substantially in the form attached hereto as Attachment "A" to this Agreement by which the Cities will convey their respective interests in the real property portions of the Bryan Assets and BVSWMA Assets to the Agency at Closing.

Effective Date means the date this Agreement is signed by all of the authorized representatives of the Parties.

Grimes County Agreement means that certain *Agreement By and Between Grimes County, Texas, the City of Bryan, Texas, and the City of College Station, Texas,* dated April 22, 2002, relating to certain matter regarding the permitting and development of the Twin Oaks Landfill including, but not limited to, the payment of a host fee to Grimes County, Texas.

ILA means that certain Interlocal Cooperation Agreement dated January 12, 2010, by and between the Cities.

Operations Agreement means that certain *Solid Waste Facilities Operations Agreement* among the Parties dated and effective June 24, 2010.

Permits means those licenses and/or permits required by federal and/or state law to operate a Type I Municipal Solid Waste Landfill, a municipal solid waste composting facility, and similar operations.

Related Agreements means the Assignment and Assumption of Contracts and Payables, Borrowed Employee Agreement, the Grimes County Agreement, the ILA, the Operations Agreement, and any other agreement(s) entered by and between the Cities pursuant to or in accordance with any of the foregoing described agreements.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

II. AGREEMENT TO CONVEY ASSETS

2.01 **Agreement to Convey:** The Cities agree to convey to the Agency, and the Agency agrees to accept from the Cities, the Assets.

2.02 **Limitation on Use of Assets; Public Purpose:** The Parties understand, acknowledge and agree that the Agency is organized for the purpose of auditing, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including, without limitation, the financing, construction, ownership, and operation of existing and future municipal solid waste landfills and the existing compost facility on behalf of the Cities, and to perform such other public governmental purposes of the Cities, including, without limitation, the collection, handling, transportation, storage, processing, and disposal of solid waste, as may be determined from time to time by the Cities, consistent with the Articles. The Agency understands, acknowledges, and agrees that the Agency's use of the Assets conveyed pursuant to this Agreement shall at all times be used for the foregoing public purposes subject to the Articles, Bylaws, and the Operations Agreement.

2.03 **College Station Agreement for Post-Closure Use of Rock Prairie Landfill:** Agency agrees that following the closure of the Rock Prairie Landfill, College Station shall have the right to lease the surface of an approximately 75.23 acre tract and an approximately 119.53 acre tract out of the permitted areas of the Rock Prairie Road Landfill, said tracts being labeled as Tract 1 and Tract 2, respectively, on Attachment "D," hereto, for public recreational purposes for successive, automatically renewable terms of not less than twenty (20) years pursuant to an agreement negotiated in good faith between College Station and Agency, which agreement shall at least provide that (a) rent for each term shall be a nominal amount not to exceed $100.00; (b) the lease shall be for the entire surface area of the Rock Prairie Road Landfill encompassed by the TCEQ permit, save and except the Gas to Energy Project site, if any; and (c) notwithstanding the area of the Rock Prairie Road Landfill actually developed for recreational purposes, College Station shall be responsible for the cost and maintenance of the cover over the entire landfill including, but not limited to, mowing and erosion control measures, but excluding groundwater monitoring, methane gas monitoring, and similar environmental compliance responsibilities required by TCEQ and/or other environmental agencies, which obligations shall remain the responsibility of the Agency. This Section 2.03 shall survive the Closing.

2.04 **Bryan Agreement for Post-Closure Use of Pleasant Hill Road Compost Facility:** Agency agrees that following the closure of the Pleasant Hill Road Compost Facility, Bryan shall have the right to lease the surface of the Pleasant Hill Road Compost Facility for public purposes for successive, automatically renewable terms of not less than twenty (20) years

pursuant to an agreement negotiated in good faith between Bryan and Agency, which agreement shall at least provide that (a) rent for each term shall be a nominal amount not to exceed $100.00; (b) the lease is for the entire surface area of the Pleasant Hill Road Compost Facility site; and (c) notwithstanding the area of the Pleasant Hill Road Compost Facility actually developed for public purposes, Bryan will assume responsibility for the cost and maintenance of the surface of such site including, but not limited to, mowing and erosion control measures, but excluding groundwater monitoring, methane gas monitoring, and similar environmental compliance responsibilities required by TCEQ and/or other environmental agencies, which obligations shall remain the responsibility of the Agency. This Section 2.04 shall survive the Closing.

2.05 **Revenue from Methane Gas Sales:** The Agency agrees that if it pursues the sale of methane gas generated from the Rock Prairie Road Landfill to a third party, the Parties will consider whether the revenues paid to the Agency pursuant such contract(s), after deduction of all of Agency's reasonable expenses related to the administration of said contract(s), should be paid over to the Cities in equal shares and, to the extent necessary, consider appropriate amendments to the Bylaws of the Agency. This Section 2.05 shall survive the Closing.

2.06 **Right of First Refusal:** Effective on the Closing, College Station shall have a right of first refusal with respect to any offer from a third party made to the Agency with respect to the sale of the surface of an approximately 76 acre tract of land purchased by College Station with BVSWMA funds, said tract being generally depicted as Tract 3 on Attachment "E," hereto. The Agency agrees to not enter any agreement with a third party that the Agency desires to accept until after delivery of said offer to College Station and, not later than thirty (30) days after receipt of the third-party offer from the Agency, College Station has offered to enter an agreement with the Agency on substantially the same terms as the third party offer. The Parties understand, acknowledge, and agree that any sale of Tract 3 to College Station or a third party shall be subject to applicable provisions of the Articles, Bylaws and state law regarding the sale of Agency's assets. The provisions of this Section 2.06 shall survive the Closing.

III. CLOSING

3.01 **Conditions to Closing:** Prior to Closing, the following conditions shall be satisfied:

3.01.1 The governing bodies of each of the Parties has approved the form, substance, execution and delivery of the Operations Agreement, the Assignment and Assumption of Contracts and Payables, and the Borrowed Employee Agreements;

3.01.2 The Parties have completed and agreed upon an inventory of the Assets to be conveyed to the Agency pursuant to this Agreement;

3.01.3 An inventory of all agreements to which the BVSWMA and/or the Cities are a party which relate to construction, purchase, maintenance, operation, or repair of the Assets has been agreed upon, prepared and delivered to the Agency;

3.01.4 The Agency has opened one or more depository accounts at a qualified financial institution reviewed and agreed upon by duly acting representatives of the Cities for receipt of the BVSWMA Accounts; provided, however, it shall not be necessary to satisfy this condition prior to Closing if the Parties agree that the BVSWMA Accounts, Bryan Accounts, and College Station Accounts shall remain in the possession of Bryan and/or College Station pursuant to the Operations Agreement or other agreement among the Parties until a date after Closing;

3.01.5 TCEQ has signed an order authorizing transfer of the Permits to the Agency subject only to Closing and conveyance of the Assets to the Agency; and

3.01.6 The governing bodies of the Cities have approved the form and substance of the Final Settlement Agreement and Release, Agreed Motion to Dismiss with Prejudice, and form of Agreed Order of Dismissal with Prejudice related to the final settlement and dismissal of that certain lawsuit styled in *City of Bryan, Texas v. City of College Station, Texas,* Cause No. 08-001626-CV-272 in the 272nd District Court of Brazos County, Texas, ("the Lawsuit") as agreed in the ILA.

3.02 **Closing:**

3.02.1 Closing shall occur on or before the twentieth (20th) day following the satisfaction of all conditions to Closing described in Section 3.01, above, at a location to be agreed by the Parties located in Brazos County, Texas.

3.02.2 At Closing, the Parties shall deliver to the Closing Agent the following:

a. The Operations Agreement, Borrowed Employee Agreements, and Assignment and Assumption of Contracts and Payables signed by all of the Parties;

b. The Bill of Sale conveying the personal property portion of the BVSWMA Assets and the Bryan Assets to the Agency signed by the Cities;

c. The Special Warranty Deed conveying the real property portion of the BVSWMA Assets and Bryan Assets to the Agency signed by the Cities;

d. Confirmation of a wire transfer of the BVSWMA Accounts to the Agency's depository accounts, unless transfer of said accounts is agreed to not occur at Closing as set forth in Section 3.01, above; and

e. Final Settlement and Release and Agreed Motion to Dismiss with Prejudice signed by the Cities and/or their attorneys, and form of Agreed Order of Dismissal with Prejudice related to the final settlement and dismissal of the Lawsuit.

3.03 **Form of Deed and Bill of Sale:**

3.03.1 The real property portion of the Assets shall be conveyed by the Cities to the Agency by way of the Deed

3.03.2 The personal property portion of the Assets shall be conveyed by the Cities to the Agency by way of a Bill of Sale

3.04 **Assets Conveyed As Is:**

3.04.1 The Agency represents that as of the Closing Date that it:

a. will have fully inspected the Assets; and

b. will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Assets for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Assets.

3.04.2 The Agency acknowledges and agrees that the Assets are being conveyed and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

3.04.3 Except with respect to the quality of the title being conveyed by the Cities pursuant to this Agreement, the Agency acknowledges and agrees that the Cities have made no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Assets, their condition, or any other matters whatsoever, made to or furnished to the Agency by the Cities or any employee or agent of the Cities, except as specifically set forth in this Agreement.

3.04.4 The Agency waives, release and forever discharge the Cities, their officers, employees, attorneys, directors, affiliates and agents and their respective successors and assigns (collectively referred to as the "Released Parties,") of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that the Agency ever had, now has, or in the future may have, against any of the Released Parties based upon, or arising indirectly or directly out of (i) the condition, status, quality or nature of the Assets. TO THE EXTENT AUTHORIZED BY LAW, THE AGENCY ALSO AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES THAT ANY OF THE RELEASED PARTIES MAY INCUR OR BECOME RESPONSIBLE

FOR, AS A RESULT OF ANY CLAIMS BY ANY PERSONS OR ENTITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY GOVERNMENTAL AUTHORITIES, BASED UPON OR ARISING DIRECTLY OR INDIRECTLY OUT OF, THE MATTERS DESCRIBED IN THE PRECEDING SENTENCE, BUT THE AGENCY'S INDEMNIFICATION WILL ONLY RELATE TO SUCH CLAIMS THAT FIRST ARISE DURING AND IN CONNECTION WITH AGENCY'S OWNERSHIP OF THE ASSETS.

3.04.5 Upon Closing and conveyance of the Assets to the Agency, the Agency, for itself, its successors, and assigns, assumes all risks and liability (and the Agency has agreed that neither of the Cities shall be liable, jointly or severally, for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the Agency's ownership, Agency's use, the existing condition, location, existing state of maintenance, repair or operation of the Assets. The Agency, on behalf of itself and its successor occupants of the Assets and with respect to claims relating to the Assets or any property which may now or in the future be owned by the Agency adjacent to or in the environs of the Assets, by its acceptance of title to the Assets hereby acknowledges and agrees to waive, relinquish, and release each of the Cities from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent which the Agency or such entities might have asserted or alleged against either or both of the Cities at any time and from time to time by reason of or arising out of the violation of any Applicable Environmental Laws on the date hereof and any and all matters arising out of any act, omission, event or circumstances existing at the date hereof, regardless of whether the act, omission, event or circumstance constituted a violation of any such applicable laws at the time of its existence or occurrence. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, THE AGENCY ACKNOWLEDGES AND AGREES THAT IF AN ADVERSE PHYSICAL OR ENVIRONMENTAL CONDITION ON THE REAL PROPERTY PORTION OF THE ASSETS, EITHER CURRENTLY EXISTS OR MAY HAVE EXISTED IN THE PAST, THEN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGENCY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITIES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY THE CITIES AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF (1) THE VIOLATION BY THE AGENCY, ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, INVITEES, OR LICENSEES OF ANY APPLICABLE LAWS PERTAINING TO HUMAN HEALTH OR THE ENVIRONMENT (COLLECTIVELY REFERRED TO AS "APPLICABLE ENVIRONMENTAL LAWS"), INCLUDING WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE

TEXAS WATER CODE AND THE TEXAS SOLID WASTE DISPOSAL ACT, CHAPTER 361, TEXAS HEALTH AND SAFETY CODE.

3.04.6 The Agency, by the acceptance of conveyance of the title to the Assets, covenants and agrees on behalf of itself, its successors, and assigns, and any occupants of the Assets on and after Closing, or any property which may now or in the future be owned by the Agency adjacent to or in the environs of the Assets, not to in any manner whatsoever sue the Cities or the Released Parties for or with respect to, and hereby fully releases the Released Parties from any and all costs, expenses, claims, demands, damages, actions, causes of action, or liabilities of every kind and character, (1) which the Agency and any occupant of the Assets may now have or may in the future have against the Released Parties arising under Applicable Environmental Laws that relate to environmental conditions existing on Assets on the date hereof or (2) which may be incurred by or asserted against the Agency and any occupant of the Assets directly or indirectly resulting from the presence during or prior to the term of the Agency's ownership or use on the Assets of hazardous materials.

3.04.7 THE AGENCY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT CONVEYANCE OF TITLE OF THE ASSETS TO THE AGENCY ALSO CONSTITUTES CONVEYANCE TO THE AGENCY OF TITLE TO ALL MATERIALS AND WASTE, INCLUDING ALL MUNICIPAL SOLID WASTE, WHETHER OR NOT SUCH MUNICIPAL SOLID WASTE CONSTITUTES A "HAZARDOUS MATERIAL" AS DEFINFED HEREIN. THE AGENCY, FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS, HEREBY ASSUMES ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO THE LAWFUL MAINTENANCE, REMOVAL, TRANSPORT, AND DISPOSAL OF SUCH MUNICIPAL SOLID WASTES. AFTER CLOSING, AS BETWEEN THE CITIES AND THE AGENCY, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE AGENCY REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE AGENCY AGREES, TO THE EXTENT AUTHORIZED BY LAW, TO INDEMNIFY, DEFEND, HOLD HARMLESS, AND RELEASE THE CITIES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE ASSETS, SURFACE WATER, OR GROUNDWATER, EVEN THOSE ARISING BEFORE CLOSING, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

3.04.8 For purposes of this Agreement, "hazardous materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, the group of organic

compounds known as polychorinated biphenyls, flammable explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity, included in or designated pursuant to the definition of hazardous or toxic waste, materials, or substances under any Applicable Environmental Law.

3.04.9 The Parties understand, acknowledge, and agree that as of Closing, the Cities will not have acquired a 100% fee simple interest in either the surface or mineral estate of an approximately ten (10) acre tract of land out of the Joseph T Robinson Survey, Abstract No. 390, Grimes County, Texas, ("the Lamb Tract") described in Attachment "E," to this Agreement and which property constitutes a portion of the Twin Oaks Landfill property described in the Deed. The Parties further understand, acknowledge, and agree that Agency shall be responsible for acquiring the remaining interests in the Lamb Tract; provided, however, if necessary, the Cities agree to assist Agency, at Agency's cost, in the acquisition of such outstanding interests through the exercise of eminent domain if Agency is unable to successfully negotiate the purchase of such interests.

3.04.10 The provisions of this 3.04 shall survive Closing.

3.05 **Termination of BVSWMA Agreement**. The BVSWMA Agreement shall be deemed to be terminated effective on the date on which (i) all conditions of Closing have been satisfied, (ii) all of the agreements and other documents required by Section 3.02, have been signed and delivered by the Parties, (iii) Closing has occurred such that all of the BVSWMA Assets, the Bryan Assets, and the Permits have been conveyed, transferred, or assigned to the Agency, and (iv) the Lawsuit has been dismissed with prejudice as evidenced by signing of said order of dismissal by the court.

IV. DEBT REIMBURSEMENT

Notwithstanding anything in this Agreement to the contrary, after the Closing Date, the repayment of any Debt shall remain the responsibility of the City incurring same. The Parties agree that the Operations Agreement shall contain a provision which shall require the Agency to include within its annual budget an expense item for:

a. paying to Bryan an amount equal to the payments to be made by Bryan on the Bryan Debt for the fiscal year to which the budget applies in accordance with the Bryan Debt Reimbursement Schedule set forth in Attachment "C"; and

b. paying to College Station an amount equal to the payments to be made by College Station on the College Station Debt for the fiscal year to which the budget applies in accordance with the College Station Debt Reimbursement Schedule set forth in Attachment "C".

The provisions of this Article IV shall survive the Closing.

V. MISCELLANEOUS

5.01 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for City of College Station:

City of College Station, Texas
Attn: Mayor
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

With copy to:

City Attorney
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

If intended for City of Bryan:

City of Bryan, Texas
Attn: Mayor
300 South Texas Avenue
P.O. Box 1000 (77805)
Bryan, Texas 77803

With copy to:

City Attorney
300 South Texas Avenue
P.O. Box 1000 (77805)
Bryan, Texas 77803

If intended for Agency:

Brazos Valley Solid Waste Management Agency, Inc.
Attn: Executive Director
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

5.02 **Governing Law**: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.03 **Entire Agreement**: This Agreement and the Related Agreements represent the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement and the Related Agreements.

5.04 **Incorporation of Attachments**: All attachments to this Agreement, whether labeled as an "attachment" or as an "exhibit," are incorporated herein by reference for all purposes wherever reference is made to the same.

5.05 **Recitals**: The recitals to this Agreement are incorporated herein.

5.06 **Amendment**: This Agreement may be amended by the mutual written agreement of the Cities.

5.07 **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.08. **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.

5.09 **Legal Construction**: In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.10 **Assignment**: No Party may assign this Agreement without the prior written consent of the other Parties.

5.11 **Consents**: Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay or deny such consent or approval.

5.12 **Good Faith Negotiation; Dispute Mediation**: Whenever a dispute or disagreement arises under the terms of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation prior to engaging in litigation.

5.13 **Survival of Covenants**: Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement or the Closing shall survive termination.

(Signature page to follow)

EXECUTED this 13 day of September, 2010.

CITY OF COLLEGE STATION, TEXAS

By: Nancy F. Berry
Nancy Berry, Mayor

APPROVED AS TO FORM

By: Harry Cayce
City Attorney

ATTEST:

By: Sherry Mashburn
City Secretary

EXECUTED this 13 day of September, 2010.

CITY OF BRYAN, TEXAS

By: Jason Bienski
Jason P. Bienski, Mayor

APPROVED AS TO FORM

By: Jans Hayter
City Attorney

ATTEST:

By: Mary Lebreton
City Secretary

EXECUTED this 13 day of September, 2010.

BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.

By: Jason Bienski
Jason P. Bienski, President

APPROVED AS TO FORM

By: Peter Smith
General Counsel

ATTACHMENT "A"
FORM OF SPECIAL WARRANTY DEED

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

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

STATE OF TEXAS	§	
	§	
COUNTIES OF BRAZOS	§	**SPECIAL WARRANTY DEED**
AND GRIMES	§	

Date: September ___, 2010, but effective October 1, 2010

Grantors: **City of Bryan, Texas,** a Texas Home Rule Municipality, individually and as its interests may appear as one-half interest owner in the **Brazos Valley Solid Waste Management Agency** as created pursuant to that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain *BVSWMA First Amended Joint Solid Waste Management Agreement* dated May 3, 2000, and as further amended by that certain *BVSWMA First Supplement to Joint Solid Waste Management Agreement* dated May 29, 2003

City of College Station, Texas, a Texas Home Rule Municipality, individually and as its interests may appear as one-half interest owner in the **Brazos Valley Solid Waste Management Agency** as created pursuant to that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain *BVSWMA First Amended Joint Solid Waste Management Agreement* dated May 3, 2000, and as further amended by that certain *BVSWMA First Supplement to Joint Solid Waste Management Agreement* dated May 29, 2003.

Grantors' Mailing Address:

City of College Station, Texas
P.O. Box 9960
College Station, Texas 77842
(Brazos County)

City of Bryan, Texas
P.O. Box 1000
Bryan, Texas 77805
(Brazos County)

Grantee: **Brazos Valley Solid Waste Management Agency, Inc.,** a Texas non-profit local government corporation and a local government corporation created by Grantors pursuant to Ch. 431, Texas Transportation Code and Chapter 394, Texas Local Government Code.

Grantee's Mailing Address (including county): P.O. Box 9960
College Station, Texas 77842
(Brazos County)

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, including, but not limited to, the settlement and compromise of the dispute between the Grantors in the case styled *City of Bryan, Texas v. City of College Station, Texas* filed as Cause No. 08-001626-CV-272 in the 272nd Judicial District of Brazos County, Texas, pursuant to that certain *Final Settlement Agreement and Release* signed by Grantors on September ___, 2010, and further pursuant to and in accordance with (1) that certain *Interlocal Cooperation Agreement* dated January 14, 2010, between Grantors, (2) that certain *Asset Transfer and Debt Reimbursement Agreement* dated September ___, 2010, by and among Grantors and Grantee.

Property (including any improvements): As described in Exhibit "A," attached hereto and incorporated herein by reference.

Reservations from Conveyance: THERE IS HEREIN RESERVED for Grantors and Grantors' successors and assigns, as their interests may appear, all oil, gas and other minerals owned by Grantors located in and under and that may be produced from the Property to the extent not reserved by prior grantors; provided, however, Grantors for themselves and their successors and assigns hereby waive all surface rights and other rights of ingress and egress in and to the Property, and agree that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantors with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

The conveyance of Tracts III and IV, described in Exhibit "A," hereto, is made subject to the express condition and restriction that Grantee is prohibited from using said Tracts III and IV as a separately permitted industrial hazardous waste facility, which restriction shall constitute a restrictive covenant running with the land as it applies to Tracts III and IV.

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANT, SELL, and CONVEY to Grantee, all of Grantors' right, title, and interest in the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantors binds Grantors and Grantors' successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the

same or any part thereof when the claim is by, through, or under Grantors but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

SIGNED this _____ day of September, 2010, but effective October 1, 2010.

CITY OF COLLEGE STATION, TEXAS, INDIVIDUALLY AND AS CO-OWNER OF BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY

By:_____
Nancy Berry, Mayor

SIGNED this _____ day of September, 2010, but effective October 1, 2010.

CITY OF BRYAN, TEXAS INDIVIDUALLY AND AS CO-OWNER OF BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY

By:_____
Jason P. Bienski, Mayor

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Acknowledged before me, the undersigned authority, on the _____ day of September, 2010, by Nancy Berry, Mayor, City of College Station, Texas, a Texas home rule municipality, for and on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Acknowledged before me, the undersigned authority, on the _____ day of September, 2010, by Jason P. Bienski, Mayor, City of Bryan, Texas, a Texas home rule municipality, for and on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT "A"
TO SPECIAL WARRANTY DEED
DESCRIPTION OF THE PROPERTY

TRACT I (ROCK PRAIRIE LANDFILL PART 1 OF 2):

Metes and bounds description of all that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, College Station, Brazos County, Texas. Said tract being a portion of a called 75.17 acre tract as described by a deed to Brazos Valley Solid Waste Management Agency recorded in Volume 1235, Page 59 of the Official Records of Brazos County, Texas, and all of a called 119.53 acre tract as described by a deed to Brazos Valley Solid Waste Management Agency recorded in Volume 1231, Page 288 of the Official Records Of Brazos County, Texas, and a portion of a called 39.399 acre tract described as Tract Two by a deed to the City of College Station recorded in Volume 3900, Page 188 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found on the south line of Rock Prairie Road (a county maintained public road) marking the northeast corner of said 75.17 acre tract and the northwest corner of a called 120 acre tract as described by a deed to Dolly Dymple Creagor Olden recorded in Volume 168, Page 339 of the Deed Records of Brazos County, Texas;

Thence: S 41° 53' 05" W along the common line of said 75.17 acre tract and said 120 acre tract for a distance of 886.07 feet to a 12 inch fence corner post found marking the west corner of said 120 acre tract and the north corner of said 119.53 acre tract;

Thence: S 48° 05' 28" E along the common line of said 120 acre tract and said 119.53 acre tract, at 3297.03 feet pass a 1/2 inch iron rod found, continue on for a total distance of 3308.54 feet to a 5/8 inch iron rod set on the northwest right-of-way line of Greens Prairie Road (130' R.O.W.) marking the east corner of said 119.53 acre tract and the south corner of said 120 acre tract, for reference a 1/2 inch iron rod found marking the northeast corner of said 120 acre tract bears: N 41° 52' 00" E for a distance of 2245.81 feet and City of College Station GPS Monument No. 149 bears: S 33° 11' 26" W for a distance of 392.62 feet from which City of College Station GPS Monument No. 256 bears: S 40° 10' 41" E for a distance of 2620.87 feet;

Thence: S 41° 52' 00" W along the northwest line of Greens Prairie Road for a distance of 1425.26 feet to a 5/8 inch iron rod found marking the east corner of a called 140.358 acre tract described as Tract One by said deed to the City of College Station, 3900/188;

Thence: N 48° 14' 17" W along the common line of said 119.53 acre tract and said 140.358 acre tract for a distance of 2443.41 feet to a 1/2 inch iron pipe found;

Thence: N 48°26' 07" W continuing along the common line of said 119.53 acre tract and said 140.358 acre tract for a distance of 505.39 feet to a 1/2 inch iron pipe found marking the north corner of said 140.358 acre tract and the east corner of said 39.399 acre tract, for reference a 1/2 inch iron pipe found on the southeast line of said 75.17 acre tract marking the west corner of said 119.53 acre tract and the north corner of said 39.399 acre tract bears: N 48° 17' 00" W for a distance of 578.07 feet;

Thence: N 70° 18' 22" W through said 39.399 acre tract for a distance of 623.57 feet to a 1/2 inch iron rod found on the common line of said 75.17 acre tract and said 39.399 acre tract;

Thence: S 41° 43' 00" W along the common line of said 75.17 acre tract and said 39.399 acre tract for a distance of 120.42 feet to a point in the centerline of a creek marking the common corner of said 75.17 acre tract and a called 45.1 acre tract as described by a deed to the City of College Station recorded in Volume 3900, Page 230 of the Official Public Records of Brazos County, Texas;

Thence: along the centerline of said creek, same being the common line of said 75.17 acre tract and said 45.1 acre tract, for the following calls:

S 51° 07' 12" W for a distance of 14.52 feet to a point;

N 60° 11' 57" W for a distance of 19.22 feet to a point;

N 44° 03' 23" W for a distance of 99.68 feet to a point;

N 64°.25' 11" W for a distance of 25.60 feet to a point;

N 88° 17' 25" W for a distance of 39.05 feet to a point;

Thence: N 57° 45' 49" W through said 75.17 acre tract for a distance of 916.33 feet to a 1/2 inch iron rod found on the common line of said 75.17 acre tract and a called 63.1 acre tract as described by a deed to James O. Freeman and Ruby S. Freeman, Trustees, as recorded in Volume 3693, Page 219 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found on the southeast line of the remainder of a called 341.06 acre tract as described by a deed to Peggy J. Ritchey recorded in Volume 645, Page 35 of the Official Records of Brazos County, Texas, marking the common corner of said 75.17 acre tract and said 45.1 acre tract bears: S 41° 45' 15" W for a distance of 1199.09 feet;

Thence: N 42° 02' 59" E along the common line of said 75.17 acre tract and said 63.1 acre tract for a distance of 1188.47 feet to a 1/2 inch iron rod found;

Thence: N 42° 12' 35" E continuing along the common line of said 75.17 acre tract and said 63.1 acre tract for a distance of 993.03 feet to a 4 x 4 concrete monument found on the south line of Rock Prairie Road marking the northwest corner of said 75.17 acre tract and the northeast corner of a called tract of land as described by a deed to Cathy Claudette Carroll recorded in Volume 1677, Page 39 of the Official Public Records of Brazos County, Texas;

Thence: S 76° 24' 57" E along the south line of Rock Prairie Road for a distance of 1460.69 feet to the POINT OF BEGINNING containing 179.99 acres of land, more or less, as surveyed on the ground January, 2001. Bearing system shown herein is based on grid north as established from GPS observation.

TRACT II (ROCK PRAIRIE LANDFILL PART 2 OF 2):

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 120 acre tract conveyed to Dolly Dymple Creagor Olden by deed recorded in Volume 168, Page 339 of the Deed Records of Brazos County, Texas, being 76 acres off the southwest part of the said 120 acre tract bounded on the southwest and northwest sides by that 119.53 acre tract conveyed to Brazos Valley Solid Waste Management Agency by deed recorded in Volume 1231, Page 288 of the Official Records of Brazos County, Texas, on the northeast by Rock Prairie Road and being more particularly described as follows:

BEGINNING a 1/2" iron rod found at a fence corner in the southwest line of Rock Prairie Road at the common corner of the said Olden 120 acre tract and the said Brazos Valley Solid Waste Management Agency 119.53 acre tract;

THENCE S 77° 00' 00" , 306.52 feet along the southwest line of Rock Prairie Road and the northeast line of the said Olden 120 acre tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point at former location of a cross-tie fence post;

THENCE S 69° 57' 00" E, 2259.72 feet continuing along the northeast line of the said Olden 120 acre tract and the southwest line of Rock Prairie Road to a '1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the most easterly corner of this tract;

THENCE S 41° 51' 48" W, 1875.60 feet across the said Olden 120 acre tract to, a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the Most southerly corner of this tract in the southwest line of the said Olden tract, from which a 1/2" iron rod was found S 48° 05' 47" E, 930.35 feet at a fence corner and the City of College Station GPS monument no. 149 is located S 26° 54' 13" E, 1073.83 feet;

THENCE N 48° 05' 47" W, 2366.89 feet along the line between the said Olden 120 acre tract and the said Brazos Valley Solid Waste Management Agency 119.53 acre tract to a 12" fence corner post found at the most westerly corner of the said Olden tract at an inside corner of the said Brazos Valley Solid Waste Management Agency tract;

THENCE N 41° 53' 50" E, 886.29 feet continuing along the line between the said Olden 120 acre tract and the said Brazos Valley Solid Waste Management Agency 119.53 acre tract to the Point of Beginning and containing 76.00 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on City of College Station 1994 GPS control monument nos. 138 and 149.

TRACT III (TWIN OAKS LANDFILL PART 1 OF 2):

BEING A PART OF A CALLED 609.75 ACRE TRACT AS DESCIBED IN CITY OF COLLEGE STATION RESOLUTION NO. 04-12-2001-11.9 AND CITY OF BRYAN RESOLUTION NO. 2754 BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390 & THE GEORGE MASON SURVEY, ABSTRACT NO. 342 GRIMES COUNTY, TEXAS APRIL 18, 2001

All of that certain lot, tract or parcel of land being 609.50 acres situated in the JOSEPH T. ROBINSON SURVEY, Abstract No. 390 and the GEORGE MASON SURVEY, Abstract No. 342, and being all or part of the following Tracts;

(1) Being a called 60 acre tract as described in deed from Annie T. Perry, et al. to R. P. Trant of record in Volume 162, Page 181 (Second Tract);

(2) Being a called 48 3/4 acre tract as described in deed from Joe Holly, et al, to R. P. Trant of record in Volume 224, Page 599;

(3) Being a called 16 1/4 acre tract as described in deed from Mrs.. Sallie A. Ross, et at. to Mrs. Hattie C. Bowen of record in Volume 88, Page 430 (Second Tract);

(4) Being a called 10 acre tract as described in deed from T. P. Buffington to Sam B. Wilson, et al. of record in Volume 88, Page 429;

(5) Being a called 6 1/4 acre remainder of a called 16 1/4 acre tract as described in deed from Vivienne Buffington, et al. to R. P. Trant of record in Volume 223, Page 70 (Second Tract);

(6) Being a called 47 1/2 acre tract as described in deed from Vivienne Buffington, et al. to R. P. Trant of record in Volume 223, Page 70 (First Tract);

(7) Being a called 40 acre remainder of a called 49-6/10 acre tract as described in deed from H. C. Cameron, et ux. to Royal Lott and Jeff Lott of record in Volume 67, Page 584;

(8) Being a called 6 acre tract as described in deed from A. L. Showalter, et ux, to R.,P. Trant of record in Volume 237, Page 476 (First Tract);

(9) Being a called 3 6/10 acre remainder of a called 9 6/10 acre tract as described in deed from Barbara M. Cameron to Fred Wilhelm of record in Volume 96, Page 108;

(10) Being a called 97 acre tract as described in deed from Carrie Grimes Gillen to R. P. Trant of record in Volume 217, Page 370;

(11) Being a called 20.228 acre tract as described in deed from Catlin, Bryan, Stacy, & Dillard to Colby G. Muth of record in Volume 745, Page 584;

(12) Being a called 20 acre tract (north 1/2 of a called 40 acre tract) as described in deed from Mary Elizabeth Meechum to R. P. Trant of record in Volume 195, Page 433;

(13) Being a called 14.81 acre tract as described in deed from Frances W. Rucker, et al. to R. P. Trant of record in Volume 223, Page 69 (First Tract);

(14) Being a called 44.43 acre tract as described in deed from Ike Ashburn, III to Robert P. Trant of record in Volume 221, Page 42;

(15) Being a called 20 acre tract as described in deed from Travis L. Wilson to Harold B. Trant of record in Volume 659, Page 346 (Second Tract);

(16) Being a called 10 acre tract as described in deed from John L. Franklow and W. W. Kinnard to H, B. Wilson of record in Volume 52, Page 336;

(17) Being a called 10 acre tract as described in deed from Frances W. Rucker to R. P. Trant of record in Volume 223, Page 69 (Second Tract);

(18) Being a called 10 acre tract as described in deed from Billie H. Quinn to Harold B. Trant, et ux. of record in Volume 867, Page 728;

(19) Being a called 10 acre tract as described in deed from Eloise Harris, et vir. to R. P. Trant of record in Volume 279, Page 83;

(20) Being a called 8.5 acre tract as described in deed from Hanna Frank Howell, et. al. to Larue Howell Henry of record in Volume 709, Page 137;

(21) Being a called 22.20 acre tract as described in deed from Paul L Levy, Executor of the Estate of Jeanne L., Gelber to Paul L. Levy of record in Volume 922, Page 283;

(22) Being a called 60 acre remainder of a called 62 5/6 acre tract as described in deed from Ernest W. Sydow to R, P. Trant of record in Volume 190, Pages 482 & 483;

(23) Being the remainder of a called 99.23 acre tract as described in deed from W.S. Beard, et al. to John Franklow and W. W. Kinnard of record in Volume 52, Page 155;

(24) Being a called 568.359 acre tract as described in Final Judgment No. 30,384-361 to Harold P. Trant of record in Volume 673, Page 672;

(25) Being a called 7 acre tract as described in deed from Larry Jacobs to Morris Lange, et al. of record in Volume 49, Page 238;

(26) Being a called 5 acre tract as described in deed from Larry Jacobs to B. Roman, et al of record in Volume 49, Page 260;

(27) Being a called 10 acre tract as described in deed from Larry Jacobs to S. Keller, et al. of record in Volume 49, Page 237;

(28) Being a called 57 acre tract as described in deed from Larry Jacobs to R. P. Trant of record in Volume 193, Page 480; and,

(29) Being the remainder of a called 50 acre remainder of a called 122 acre tract as described in deed from Mrs. Mamie Gillen to R. P. Trant of record in Volume 221, Page 605, all in the Deed Records of Grimes County, Texas (D.R.G.C.T.): said 609.50 acre tract of land being out of and a part of that certain called 609.75 acre tract described in City of College Station Resolution No. 04-12-2001-11.9 and in City of Bryan Resolution No. 2754 and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch Iron Rod Found, at the intersection of the south right-of-way line of State Highway 30 with the east line of said R. P. Trant called 20 acre tract (north 1/2 of a called 40 acre tract - 195/433), same also being a point in the most northerly west line of the Jill M. Hybner called 473 acre tract as described in Volume 840, Page 445 D.R.G.C.T.;

THENCE, S 00° 41' 38" E, along the line common to said Trant called 20 acre tract and said Hybner called 473 acre tract, a distance of 0.46 feet to a point for the northeast corner and the POINT OF BEGINNING of the herein described tract of land;

THENCE, S 00° 41' 38" E, continuing along said line common to the Trant called 20 acre tract and the Hybner called 473 acre tract, a distance of 7.30 feet to a point for angle;

THENCE, S 05° 19' 14" W, leaving said common line and with a line through the interior of said Trant called 20 acre tract, a distance of 214.76 feet to a point for angle;

THENCE, S 38° 27' 45" E, continuing with a line through the interior of said Trant called 20 acre tract of land, a distance of 35.88 feet to a point for angle;

THENCE, S 00° 48' 59" E, continuing with a line through the interior of said Trant called 20 acre tract of land, a distance of 339.61 feet to a point for angle;

THENCE, S 00° 41' 38" E, a distance of 44.49 feet to a Petrified Wood Marker found at a 2" Iron Pipe for the southeast corner of said Trant called 20 acre tract: and at an exterior corner of said Hybner called 473 acre tract, same being the northeast corner of said Colby G. Muth called 20.228 acre tract (745/584) and the most northerly northwest corner of said R. P. Trant called 97 acre tract (217/370);

THENCE, S 00° 47' 13" E, a distance of 1033.19 feet to a point in an existing fence line for an angle;

THENCE, S 02° 06' 14" E, along said existing fence line, a distance of 98.61 feet to a point for angle;

THENCE, S 06° 41' 18" E, continuing along said existing fence line, a distance of 1.32 feet to a point in the southerly line of said Muth called 20.228 acre tract and the most westerly north line of said Trant called 97 acre tract, said corner bears S 87° 10' 10" W, a distance of 11.95 feet from a 2" Iron Pipe found at the southeast corner of said Muth called 20.228 acre tract and at an interior corner of said Trant called 97 acre tract;

THENCE, continuing along said existing fence line, across and through the interior of said Treat called 97 acre tract, the following courses;

(1) S 06° 41' 18" E, a distance of 126.07 feet to an angle point in said fence;

(2) S 07° 43' 02" E, a distance of 421.80 feet to an angle point in said fence;

(3) S 10° 27' 39" E, a distance of 967.91 feet to an angle point in said fence;

(4) S 10° 33' 41" E, a distance of 1240.63 feet to an angle point in said fence;

(5) S 10° 47' 06" E, a distance of 192.87 feet to an 8" Post Oak at an angle point in said fence;

(6) S 13° 11' 44" E, a distance of 61.66 feet to a 12" Post Oak at an angle point in said fence; and,

(7) S 14° 14' 43" E, a distance of 190.90 feet to a 1/2" Iron Rod w/cap set for an exterior, corner, same being a point in the east line of said Trant called 97 acre tract, same being the west line of the aforesaid Hybner called 473 acre tract;

THENCE, S 01° 12' 12" E, along a line common to said Trant called 97 acre tract and said Hybner called 473 acre tract, a distance of 135.40 feet to a 1/2" Iron Rod w/cap set for an Interior corner at the southeast corner of said Trant called 97 acre tract and at the southwest corner of said Hybner called 473 acre tract, same being a point in the most easterly north line of said Harold P. Trant called 568.359 acre tract and in the approximate north survey line of said George Mason Survey, Abstract No. 342, same being an approximate south line of said Joseph T. Robinson Survey, Abstract No. 390;

THENCE, N 88° 50' 27" E, along said most easterly north line of said Trant called 568.359 acre tract, the south line of said Hybner called 473 acre tract, said approximate north survey line of the George Mason Survey, Abstract No. 342, and said approximate south line of the Joseph T. Robinson Survey, Abstract No. 390, a distance of 19.66 feet to point for an exterior corner;

THENCE, S 01° 07' 42" E, a distance of 1.92 feet to a point for an interior corner;

THENCE, N 88° 52' 19" E, a distance of 874.24 feet to a point for an exterior corner, same being a point in the east line of said Trant called 568.359 acre tract, same being the approximate east line of said George Mason Survey, Abstract No. 342 and an approximate west line of said Joseph T. Robinson Survey, Abstract No. 390, same also being the west line of the T.M.P.A. called 30.231 acre tract as described in Volume 197, Page 224 (D.R.G.C.T.), said corner bears S 01° 05' 18" E, a distance of 2.40 feet from a 1/2" Iron Rod Found at the northeast corner of said Trant called 568.359 acre tract and at the calculated northeast corner of said George Mason Survey, Abstract. No. 342, same being a calculated interior corner of said Joseph T. Robinson Survey, Abstract No, 390, same also being the northwest corner of said T.M.P.A. called 30.231 acre tract (197/224);

THENCE, S 01° 05' 18" E, along a line common to said Trant called 568.359 acre tract, the approximate east line of said George Mason Survey, Abstract 342, an approximate west line of the Joseph T.-Robinson Survey; Abstract No. 390, the west line of said T.M.P.A. called 30.231 acre tract and continuing with said common survey lines and the west lines of the T.M.P.A called 10.001 acre tracts as described in Volume 81, Page 32 and in Volume 91, Page 132, and with the west line of the T.M.P.A. called 139.499 acre tract as described in Volume 210, Page 294, a distance of 1679.21 feet to a 1/2" Iron Rod w/cap set in an existing power line alignment for an exterior corner;

THENCE, along said existing power line alignment, across and through the interior of said Trant called 568.359 acre tract, said B. Roman, et al. called 5 acre tract (49/260), said R. P. Trant called 50 acre remainder tract (221/605), said S: Keller, et al called 10 acre tract (49/237), said R. P. Trant called 57 acre tract (193/480), and said George Mason Survey, Abstract No. 342, the following courses;

(1) S 44° 15' 23" W, a distance of 96.31 feet to a power pole for angle point;
(2) N 77° 58' 23" W, a distance of 430.51 feet to a power pole for angle point;
(3) N 78° 28' 47" W, a distance of 512.83 feet to a power pole for angle point;
(4) N 78° 44' 37" W, a distance of 276.40 feet to a power pole for angle point;
(5) N 78° 26' 11" W, a distance of 342.35 feet to a power pole for angle point;
(6) N 78° 22' 47" W, a distance of 376.55 feet to a power pole for angle point;
(7) N 78° 20' 11" W, a distance of 359.18 feet to a power pole for angle point;
(8) N 78° 29' 31" W, a distance of 444.29 feet to a power pole for angle point;
(9) N 78° 28' 15" W, a distance of 735.12 feet to a power pole for angle point;
(10) N 78° 22' 32" W, a distance of 375.16 feet to a power pole for angle point; and,
(11) N 78° 32' 34" W, a distance of 571.21 feet to a power pole;

THENCE, N 78° 32' 34" W, along the westerly projection of said power line alignment, continuing with a line across and through said R. P. Trant called 57 acre tract (193/480) and said George Mason Survey, Abstract No. 342, a distance of 1003.30 feet to a point for the southwest corner;

THENCE, N 01° 07' 42" W, a distance of 5357.72 feet to a point in the aforesaid south right-of-way line of State Highway 30 for the northwest corner;

THENCE, N 85° 07' 11" E, along said south right-of-way line of State Highway 30, a distance of 3858.59 feet to a Concrete Highway R.O.W. Monument found at the beginning of a curve to the left;

THENCE, continuing along said south right-of-way line of State Highway 30, 94.68 feet along said curve to the left having a radius of 5789.58 feet, a central angle of 00° 56' 13", and a chord bearing and distance of N 84° 39' 05" E - 94.67 feet to a point for angle;

THENCE, N 85° 06' 42" E, leaving said south right-of-way line of Highway 30, a distance of 25.06 feet to the POINT OF BEGINNING and containing an area of 609.50 acres of land, more or less, according to

a survey performed on the ground on September 19, 2000, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For North Orientation and other information, see accompanying plat.

TRACT IV (TWIN OAKS LANDFILL PART 2 OF 2):

Tracts One (1), Two (2), Three (3), Four (4), and Five (5) of Deer Meadows, a recorded subdivision in Grimes County, Texas, according to the map or plat recorded in Volume 987, Page 174, Real Property Records, Grimes County, Texas, and being the same property conveyed by Darrell Hall and wife, Sue Hall, to the City of College Station, Texas and the City of Bryan, Texas, by General Warranty Deed dated May 18, 2006, and recorded May 23, 2006, in Volume 1172,Page 706, Official Public Records, Grimes County, Texas.

TRACT V (COMPOST FACILITY PART 1 OF 1):

BEING a 52.29 acre tract of land, more or less, out of the James McMillan Survey, Abstract No. 176, and John Williams League, Abstract No. 237, Brazos County, Texas, said tract being the same property described in that certain Correction Special Warranty Deed from the City of Bryan, Texas, to the Brazos Valley Solid Waste Management Agency dated February 11, 1992, and recorded February 13, 1992, in Volume 1426, Page 268, Official Public Records, Brazos County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found at the base of a 24" diameter oak tree, marking the south corner of said 132.73 acre tract, the west corner of that same 717.37 acre tract conveyed from Samuel J. Ferro, Trustee, to the Travelers Insurance Company, as described by deed recorded in Volume 1160, Page 316 of the Official Records of Brazos County, Texas, and lying in the common line between the James McMillan Survey, Abstract No. 176, and John Williams League, Abstract No. 237;

THENCE N 42° 13' 31" E for a distance of 1853.80 feet with the common line between said 132.73 acre tract and said 717.37 acre tract to a 1/2" iron rod set for the PLACE OF BEGINNING;

THENCE N 47° 27' 35" W for a distance of 1151.68 feet across said 132.73 acre tract to a 1/2" iron rod set for corner;

THENCE S 42° 32' 25" W for a distance of 265.00 feet across said tract to a 1/2" iron rod set for corner;

THENCE N 47° 27' 35" W for a distance of 88.36 feet across said tract to a 1/2" iron rod set for angle point;

THENCE N 15° 25' 40" W for a distance of 414.79 feet across said tract to a 1/2" iron rod set for angle point;

THENCE N 47° 27' 35" W for a distance of 402.01 feet across said tract to a PK nail set for corner in an asphalt driveway, and lying in the southeast right-of-way line of a county road commonly referred to as Pleasant Hill Road. A 2" diameter pipe brace post found for angle point in said right-of-way line bears S 43° 19' 49" W at a distance of 691.37 feet;

THENCE N 43° 19' 49" E for a distance of 10.11 feet with said right-of-way line to a 2" diameter galvanized pipe fence post found for angle point;

THENCE N 41° 17' 41" E for a distance of 545.02 feet with said right-of-way line to a fence post found for angle point;

THENCE N 41° 54' 51" E for a distance of 575.03 feet with said right-of-way line to an 8" diameter cedar fence post found for corner, and being the west corner of that same 59.84 acre tract conveyed from Samuel J. Ferro, Trustee, to The Travelers Insurance Company, as described by deed recorded in Volume 1160, Page 316 of the Official Records of Brazos County, Texas. A 1/2" iron rod found at the base of said 8" diameter fence post is an identifying accessory;

THENCE S 47° 45' 13" E for a distance of 2005.68 feet with the common line between said 132.73 acre tract and said 59.84 acre tract to a railroad crossing fence post found marking a northwest corner of said 717.37 acre tract;

THENCE S 42° 13' 31" W for a distance of 1095.31 feet with the common line between said 132.73 acre tract and said 717.37 acre tract to the PLACE OF BEGINNING, and containing 52.29 acres of land, more or less.

ATTACHMENT "B"
FORM OF BILL OF SALE AND ASSIGNMENT OF WARRANTIES

BILL OF SALE AND ASSIGNMENT

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

This BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made and agreed by and among the City of Bryan, Texas ("Bryan"), a Texas home rule municipality, the City of College Station, Texas ("College Station"), a Texas home rule municipality, (Bryan and College Station hereafter being referred to collectively as "Grantors") and the Brazos Valley Solid Waste Management Agency, Inc. ("Grantee"), a Texas non-profit local government corporation organized pursuant to Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code, each acting by and through their respective authorized representatives

RECITALS

WHEREAS, Grantors previously entered into that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain BVSWMA First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWMA First Supplement to Joint Solid Waste Management Agreement dated May 29, 2003, ("collectively referred to as the "BVSWMA Agreement") relating to the joint ownership, use and operation of certain solid waste collection and disposal assets and landfill facilities by Grantors through a regional solid waste agency known as the Brazos Valley Solid Waste Management Agency ("BVSWMA"); and

WHEREAS, Grantors have jointly operated the BVSWMA as undivided one half interest owners pursuant to the BVSWMA Agreement; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement dated January 12, 2010 ("the ILA"), Grantors have jointly authorized the creation of Grantee; and

WHEREAS, pursuant to the ILA, Grantors desire to terminate the BVSWMA Agreement and to transfer to Grantee all of Grantors' right, title, and interest in the assets contributed by Grantors to BVSWMA pursuant to the BVSWMA Agreement identified in Exhibit "A" to this Bill of Sale ("the BVSWMA Assets"); and

WHEREAS, pursuant to the ILA and in addition to its interest in the BVSWMA Assets, Bryan desires to transfer to Grantee all of Bryan's right, title, and interest in certain personal property the assets used in the maintenance and operation of Bryan's Pleasant Hill Road Compost Facility identified in Exhibit "B" to this Bill of Sale ("the Bryan Assets"); and

WHEREAS, Grantee desires to accept from Grantors title to the BVSWMA Assets and Bryan's interest in the Bryan Assets to operate, manage, and dispose of them subject to Grantee's governing documents, other agreements entered among the parties regarding said assets, and applicable state law;

AGREEMENT

NOW, THEREFORE, for and in consideration of TEN AND/NO 100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Grantors and Grantee agree as follows:

1. Conveyance of Assets. Grantors hereby CONVEY, SET OVER and TRANSFER to Grantee, all of Grantors' right, title and interest in and to the personal property, regardless of whose name appears on the title of such personal property, if applicable, described in Exhibits "A" and "B", attached hereto and incorporated into this Bill of Sale along with all inventory, fuel, office equipment, office supplies, furniture, fixtures (inclusive of fixtures that are not otherwise conveyed by Grantors to Grantee as part of the conveyance of real property made by Grantors to Grantee of even date herewith), computers (inclusive of all related hardware, software, firmware, and related accessories and electronic media of any form), tools (whether hand tools, electric, or gas powered), and any and all other personal property located at or being used in conjunction with the operation and maintenance of the Rock Prairie Road Landfill, the Twin Oaks Landfill, and/or the Pleasant Hill Road Compost Facility on the Effective Date, or which have otherwise been purchased with funds from the BVSWMA fund account prior to the Effective Date but have not yet been delivered to BVSWMA or the Grantors (collectively "the Assets"). In consideration of the foregoing conveyance and transfer of title to the Assets, Grantee hereby assumes and agrees to perform, all of the obligations of Grantors with respect to the Assets, if any, arising or accruing on and after the date hereof.

2. Assignment of Warranties. Grantors hereby ASSIGN, SET OVER and TRANSFER to Grantee, all of their right, title and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase, and/or operation, of the Assets (the "Warranties")., to the extent said Warranties are assignable and have not expired as of the date of the Effective Date. In consideration of the foregoing assignment, Grantee hereby assumes and agrees to perform all of the obligations of Grantors with respect to the Warranties arising or accruing on and after the date hereof.

3. "As Is" Transfer. GRANTEE ACKNOWLEDGES THAT GRANTORS ARE SELLING AND GRANTEE IS PURCHASING THE ASSETS AND WARRANTIES ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM GRANTORS, THEIR AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE ASSETS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Warranty of Title. Grantors warrant they are either individually or collectively the owners in every respect of all of the Assets and that the Assets are free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Grantors bind themselves, their successors and assigns to warrant and forever defend the title to the Assets and the Warranties to Grantee, its successors and assigns, forever against every person lawfully claiming the Assets or Warranties or any portion thereof, by through or under Grantors, but no other.

5. Additional Documents. Grantors agree to reasonably cooperate in the preparation and signing of such additional documents as may be necessary to perfect title of any portion of the Assets in Grantee or completion of assignment of the Warranties to Grantee including, but not limited to, certificates of title to be filed with the Texas Department of Transportation with respect to any motor vehicles, and notices of assignment to companies providing warranties with respect to any of the Assets.

6. Effective Date. This Bill of Sale shall be effective on the date it has been signed by the authorized representatives of Grantors and Grantee ("the Effective Date").

7. Miscellaneous. This Bill of Sale and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

[Remainder of Page Intentionally Left Blank]

SIGNED AND AGREED this _____ day of _____, 2010.

City of College Station, Texas

By:_____
Nancy Berry, Mayor

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST:

By: _____
City Secretary

SIGNED AND AGREED this _____ day of _____, 2010.

City of Bryan, Texas

By:_____
Jason P. Bienski, Mayor

APPROVED AS TO FORM

By:_____
City Attorney

ATTEST:

By:_____
City Secretary

SIGNED AND AGREED this _____ day of _____, 2010.

Brazos Valley Solid Waste Management Agency, Inc.

By:_____
Jason P. Bienski, President

APPROVED AS TO FORM

By: _____
Peter G. Smith, General Counsel

Exhibit "A" BVSWMA Assets		
Asset Description	**College Station Asset ID No.**	**Location**
GPS PEER-2-PEER CAES 3.XX UPGR	5176	LF
TRUCK, 2010 MACK W/ ROLL OFF H	4817	LF
TRUCK, 2010 FORD F250	4825	CS
LIGHT TOWER GLT416ALC PORTABLE	4844	LF2
REBUILD MUSTANG CAT #73-70	4872	LF
COMPUTER, SERVER COMPAQ	4312	LF
PUMP, PNEUMATIC LEACHATE	4288	LF
LASER, STEEP SLOPE LAZER	4295	LF
PRINTER, HP COLOR LASERJET	4326	LF
COPIER, CANON IMAGE RUNNER	4332	LF
COPIER, CANON IMAGERUNNER 2270	4352	LF
TRUCK, 2009 FORD F150	4375	LF
TRUCK, FORD F750	5218	LF
SOFTWARE, LANDFILL SCALEHOUSE	4314	LF
POWER SUPPLY, 12.5 FERRUPS OL	4333	LF
GPS ROVE SYSTEM	4531	LF
EQUIPMENT, GEM 2000	4344	LF
LOADER, 2005 CAT 973C TRACK	4345	LF
BULLDOZER, CAT D6R XW CA TRACK	4349	LF
COMPACTOR, CAT 836 H	4355	LF
DOZER, JHN DEER 1050 C CRAWLER	4358	LF
BACKHOE LOADER, JOHN DEER 310G	4370	LF
COMPACTOR CAT 836 H	4530	LF
DOZER, CAT D8T	4870	LF
WATER TANK, ALUMINUM	4328	LF
GENERATOR, 100KW DIESEL	4330	LF
FUSION MACHINE, MCELROY	4331	LF
MAD VAC LITR COLLCT, W/TRAILER	4343	LF
POWER WASHER, RAMTEQ CH SERIES	4357	LF
TANK, 2000 GALLON LEACHATE TNK	4294	LF
TARPING MACHINE, AUTOMATIC 40'	4297	LF
PUMP,6" ELECTRICAL SUB GORMAN	4303	LF
COPIER, CANON 6545 WITH STAND	4307	LF
MOWER, JOHN DEERE 4100HST	4308	LF
IRRIGATION SYSTEM	4309	LF
BLOWER, DURATECH #256	4310	LF
TARPS AND TARP STOOL	4311	LF
DEISEL PUMP	4359	LF
CLUB CAR, 2008 XRT 1550	4363	LF
TRUCK, 2008 FORD F 250	4365	LF

Exhibit "A" BVSWMA Assets		
Asset Description	**College Station Asset ID No.**	**Location**
TARPING MACHINE, AUTOMATIC	4366	LF
MOWER, JOHN DEERE 15OLV	4409	LF
FORKLIFT, 2000 JOHN DEERE	4427	LF
EQPMNT, 2001 BROCE MODEL RJ350	4322	LF
TRUCK, FORD F450	4324	LF
HVY EQUIP, 2003 JHN DEER 770CI	4325	LF
UTILITY VEHICLE, 2006 KUBOTA	4351	LF
DUMP TRUCK, 2008 JD 400D	4367	LF
DUMP TRUCK, 2008 JD 400D	4368	LF
EXCAVATOR, 2008 JD 450D	4369	LF
TRUCK, 2000 VOLVO ROLLOFF	4315	LF
TRUCK, 2000 FORD F450	4316	LF
TRACTOR, 6650 UTILITY TRACTOR	4317	LF
TRUCK, 2001 JEEP CHEROKEE	4320	LF
TRUCK, 2001 GMC WATER TRUCK	4321	LF
TRUCK, 2005 FORD F250	4341	LF
TRUCK, 2006 FORD F250 SUPERDTY	4350	LF
TRUCK, 2008 FORD F 250	4354	LF
COMPACTOR, 836 G	4319	LF

Exhibit "B" Bryan Assets				
Type[1]	**Manufacturer**	**Model/Description**	**Serial/VIN No.**	**Year/Age**
FRONT END LOADER	Kubota	R420S1	10665	2006
FRONT ENDER LOADER	Caterpillar	938G	CAT0938GC CRD01567	2005
FRONT END LOADER	Caterpillar	938G	CAT0938GL CRD00754	2003
DOZER	Caterpillar	D3G XL	5XK34515, Pin CATOOD3GC CFC00562	2001
ATV	Kawasaki	Mule 3010	n/a	2005
4X4 TRUCK	Ford	F-150 4x4	VIN 1FTRF18W73 NA50213	2002
4X4 TRUCK	Chevrolet	2500 4x4	VIN 1GCHK24U3 5E292842	2005
DUMP TRUCK	International	4700 4x2	VINT 1HTSCABN1 WH516119	1998
JET SPRAYER	Small Sprayer	n/a	n/a	Est. 2006
JET SPRAYER	SRECO	HV2000TR/SS	WMTR91131 8	1991
COMPOST SCREENER	McClosky Bros. Mfg.	Trommel MCB 516 RE	n/a	2005
WELDER	Hobart	n/a	n/a	Est. 2001
PUMP & ENGINE	Pump: Gorman Rupp, Engine: Deutz	Engine 4 cyl diesel F4L912	Engine 7145026	n/a
SCALES	Fairbanks	90-9201 Capacity 120,000 Lbs.	H218025	Est. 1993
ODOR CONTROL FANS	Humidifan	nk	n/a	Est. 1995
ABOVE GROUND FUEL TANK	1,000 gal.	n/a	nk	Est. 1993
SCARAB 18'	Scarab	18BD-540RT	440	2010

[1] All items located at City of Bryan Compost Facility as of date of Closing.

ATTACHMENT "C"
DEBT REIMBURSEMENT SCHEDULE

A. City of College Station Debt Reimbursement Schedule

DEBT SERVICE
SCHEDULE OF REQUIREMENTS
Certificates of Obligation, Series 2009
PRINCIPAL - Landfill Portion $5,145,000

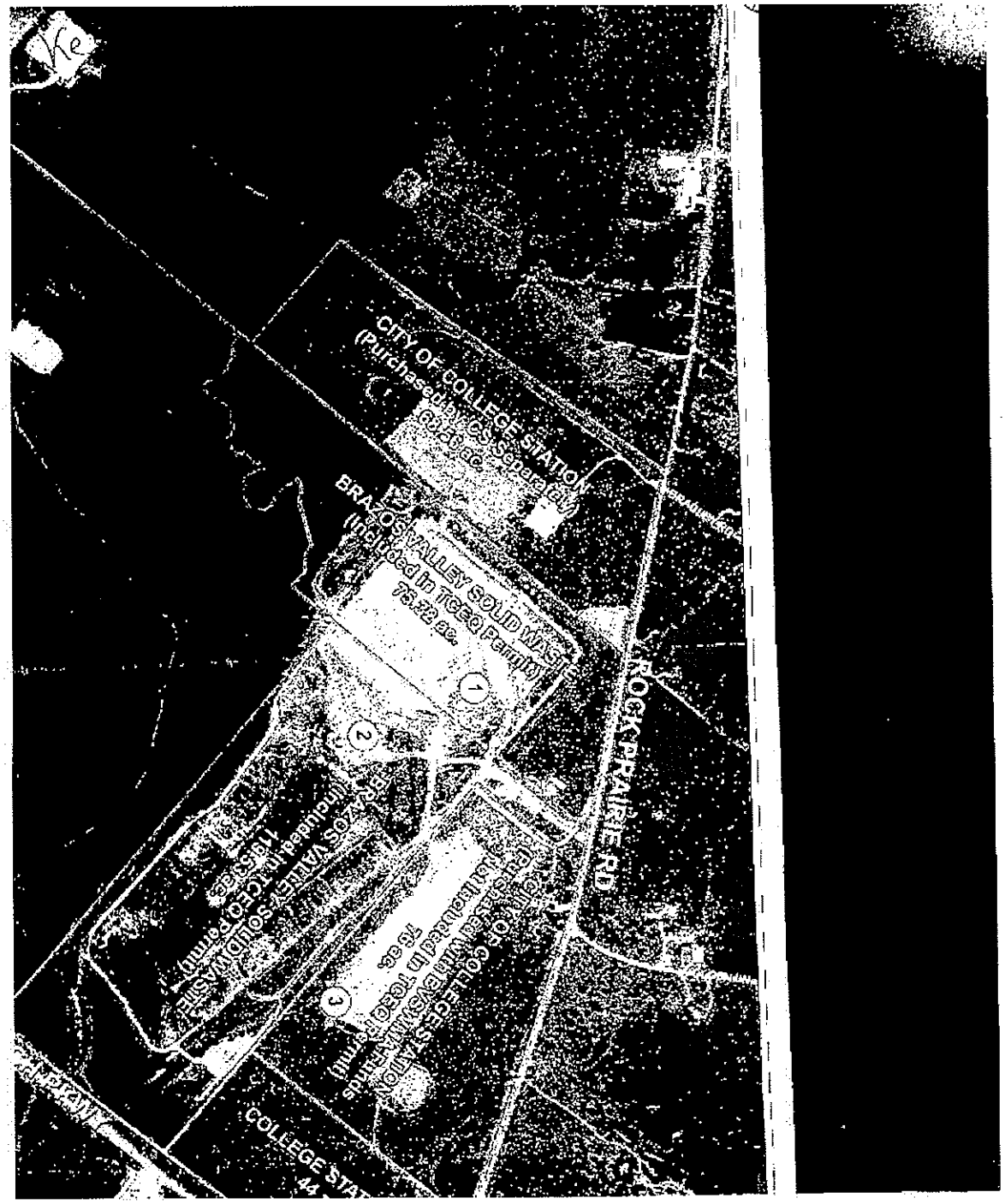
PAYMENT DATE	PRINCIPAL AMOUNT	INTEREST RATE	INTEREST AMOUNT	TOTAL DUE ON PAYMENT DATE	TOTAL DUE EACH YEAR	PRINCIPAL AMOUNT OUTSTANDING
						5,145,000
2-15-10	175,000	3.000%	104,402	279,402		
8-15-10			96,805	96,805	376,207	4,970,000
2-15-11	205,000	3.000%	96,805	301,805		
8-15-11			93,730	93,730	395,535	4,765,000
2-15-12	215,000	3.000%	93,730	308,730		
8-15-12			90,505	90,505	399,235	4,550,000
2-15-13	220,000	3.000%	90,505	310,505		
8-15-13			87,205	87,205	397,710	4,330,000
2-15-14	230,000	3.000%	87,205	317,205		
8-15-14			83,755	83,755	400,960	4,100,000
2-15-15	240,000	3.000%	83,755	323,755		
8-15-15			80,155	80,155	403,910	3,860,000
2-15-16	250,000	3.000%	80,155	330,155		
8-15-16			76,405	76,405	406,560	3,610,000
2-15-17	210,000	3.500%	76,405	286,405		
8-15-17			72,730	72,730	359,135	3,400,000
2-15-18	220,000	3.500%	72,730	292,730		
8-15-18			68,880	68,880	361,610	3,180,000
2-15-19	230,000	3.750%	68,880	298,880		
8-15-19			64,568	64,568	363,448	2,950,000
2-15-20	240,000	4.000%	64,568	304,568		
8-15-20			59,768	59,768	364,335	2,710,000
2-15-21	250,000	4.000%	59,768	309,768		
8-15-21			54,768	54,768	364,535	2,460,000
2-15-22	260,000	4.000%	54,768	314,768		
8-15-22			49,568	49,568	364,335	2,200,000
2-15-23	270,000	4.125%	49,568	319,568		
8-15-23			43,999	43,999	363,566	1,930,000
2-15-24	285,000	4.250%	43,999	328,999		
8-15-24			37,943	37,943	366,941	1,645,000
2-15-25	300,000	5.000%	37,943	337,943		
8-15-25			30,443	30,443	368,385	1,345,000
2-15-26	315,000	4.500%	30,443	345,443		
8-15-26			23,355	23,355	368,798	1,030,000
2-15-27	330,000	4.500%	23,355	353,355		
8-15-27			15,930	15,930	369,285	700,000
2-15-28	340,000	4.500%	15,930	355,930		
8-15-28			8,280	8,280	364,210	360,000
2-15-29	360,000	4.600%	8,280	368,280	368,280	0
Interest			2,381,979			

B. City of Bryan Debt Reimbursement Schedule

DEBT SERVICE
SCHEDULE OF REQUIREMENTS
Combination Tax and Revneue Certificates of Obligation, Series 2010
PRINCIPAL - Landfill Portion $5,145,000

Payment Date	Principal Payment	Interest Rate	Interest Payment	Total Payment	Annual Payment	Remaining Principal
2/15/2011			161,674.07	161,674.07		
8/15/2011	145,000.00	2.0000%	98,165.63	243,165.63	404,839.69	5,000,000.00
2/15/2012			96,715.63	96,715.63		
8/15/2012	205,000.00	2.0000%	96,715.63	301,715.63	398,431.25	4,795,000.00
2/15/2013			94,665.63	94,665.63		
8/15/2013	210,000.00	2.0000%	94,665.63	304,665.63	399,331.25	4,585,000.00
2/15/2014			92,565.63	92,565.63		
8/15/2014	215,000.00	4.0000%	92,565.63	307,565.63	400,131.25	4,370,000.00
2/15/2015			88,265.63	88,265.63		
8/15/2015	220,000.00	4.0000%	88,265.63	308,265.63	396,531.25	4,150,000.00
2/15/2016			83,865.63	83,865.63		
8/15/2016	230,000.00	3.0000%	83,865.63	313,865.63	397,731.25	3,920,000.00
2/15/2017			80,415.63	80,415.63		
8/15/2017	235,000.00	4.0000%	80,415.63	315,415.63	395,831.25	3,685,000.00
2/15/2018			75,715.63	75,715.63		
8/15/2018	250,000.00	4.0000%	75,715.63	325,715.63	401,431.25	3,435,000.00
2/15/2019			70,715.63	70,715.63		
8/15/2019	255,000.00	4.0000%	70,715.63	325,715.63	396,431.25	3,180,000.00
2/15/2020			65,615.63	65,615.63		
8/15/2020	265,000.00	4.0000%	65,615.63	330,615.63	396,231.25	2,915,000.00
2/15/2021			60,315.63	60,315.63		
8/15/2021	275,000.00	4.0000%	60,315.63	335,315.63	395,631.25	2,640,000.00
2/15/2022			54,815.63	54,815.63		
8/15/2022	285,000.00	4.0000%	54,815.63	339,815.63	394,631.25	2,355,000.00
2/15/2023			49,115.63	49,115.63		
8/15/2023	295,000.00	4.0000%	49,115.63	344,115.63	393,231.25	2,060,000.00
2/15/2024			43,215.63	43,215.63		
8/15/2024	310,000.00	4.0000%	43,215.63	353,215.63	396,431.25	1,750,000.00
2/15/2025			37,015.63	37,015.63		
8/15/2025	320,000.00	4.1250%	37,015.63	357,015.63	394,031.25	1,430,000.00
2/15/2026			30,415.63	30,415.63		
8/15/2026	335,000.00	4.1250%	30,415.63	365,415.63	395,831.25	1,095,000.00
2/15/2027			23,506.25	23,506.25		
8/15/2027	350,000.00	4.2500%	23,506.25	373,506.25	397,012.50	745,000.00
2/15/2028			16,068.75	16,068.75		
8/15/2028	365,000.00	4.2500%	16,068.75	381,068.75	397,137.50	380,000.00
2/15/2029			8,312.50	8,312.50		
8/15/2029	380,000.00	4.3750%	8,312.50	388,312.50	396,625.00	-
Interest	-		2,402,483.44			

ATTACHMENT "D"
ROCK PRAIRIE LANDFILL AERIAL MAP



ATTACHMENT "E"
LAMB TRACT DESCRIPTION

TRACT 16
10.00 ACRES
ALL OF A CALLED 10 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 52, PAGE 336
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 10.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 10 acre tract of land described in deed to H. B. Wilson recorded in Volume 52, Page 336 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 10.00 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Wilson called 10 acre tract and at the calculated southeast corner of a second called 10 acre tract as described in deed to Harold B. Trant recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being a point in the calculated north line of a called 48.75 acre tract, as occupied and as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, N 01 ° 09 ' 49 " W, along the calculated line common to said Wilson called 10 acre tract and to said Trant second called 10 acre tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 660.00 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Wilson called 10 acre tract of land and at the calculated northeast corner of said Trant second called 10 acre tract, same being the calculated southeast corner of a third called 10 acre tract as described in a deed to Harold B. Trant, et al. recorded in Volume 867, Page 728 (O./D.R.G.C.T.), same also being the calculated southwest corner of a fourth called 10 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Wilson called 10 acre tract and to said Trant fourth called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 660.02 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Wilson called 10 acre tract of land, same being the calculated southeast corner of said Trant fourth called 10 acre tract, same also being a point in the calculated west line of a called 20 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 659, Page 346 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Wilson called 10 acre tract and to said Trant called 20 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 660.00 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Wilson called 10 acre tract and at the calculated southwest corner of said Trant called 20 acre tract, same being a point in the aforesaid calculated north line of the Harold B. Trant called 48.75 acre tract, as occupied;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Wilson called 10 acre tract and to said Trant called 48.75 acre tract, a distance of 660.00 feet to the PLACE OF BEGINNING and containing 10.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.

H

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

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