

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between FIRST AMERICAN BANK, SSB and TAC REALTY, INC., ("SELLERS"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLERS agree to sell and convey and BUYER agrees to purchase and pay for the following interests in the property:

(a) a fee simple interest in a 1.20 acre tract out of an 8.48 acre tract and a 6.71 acre tract conveyed to First American Bank in Volume 2716, Page 38, of the Official Records of Brazos County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("PROPERTY A"), together with all and singular the rights and appurtenances pertaining to PROPERTY A, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real property rights, and appurtenances being herein referred to as "PROPERTY A"), together with SELLERS' interest in any improvements and fixtures situated on and attached to PROPERTY A, (excluding, however, all mineral rights, which are to be reserved by SELLERS); and

(b) a Temporary Construction Easement consisting of a 0.709 acre tract out of a 8.48 acre tract and a 6.71 acre tract conveyed to First American Bank in Volume 2716, Page 38, Official Records of Brazos County, Texas, more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes ("PROPERTY B") for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 This Contract by BUYER to purchase the foregoing interests in both PROPERTY A and PROPERTY B is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.3 BUYER has requested Brazos County Abstract Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred

to in Schedule B as exceptions, within which to notify SELLERS of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case the earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or obligations under this Contract.

1.4 (a) Within thirty (30) calendar days of the date of this Contract, the City of College Station, Texas, at its expense, will provide a survey of PROPERTY A and PROPERTY B, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY A and PROPERTY B onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLERS of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case any earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the Special Warranty Deed.

1.5 Within fifteen (15) calendar days of the date of this Contract, BUYER may at its cost order a Level 1 Environmental Site Assessment of the PROPERTY. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLERS of BUYER's rejection of the PROPERTY. BUYER at its option may elect to provide SELLERS with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLERS with an opportunity to cure or if SELLERS fail to cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability. If BUYER does not reject the PROPERTY within such ten (10) day period, the PROPERTY shall be deemed to be accepted by BUYER.

1.6 The parties agree that general real estate taxes on PROPERTY A for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLERS alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLERS; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.7 The sale of PROPERTY A shall be made by a Special Warranty Deed from SELLERS to BUYER in the form prepared by BUYER attached hereto as Exhibit "C" and the sale of PROPERTY B shall be made by Temporary Construction Easement from SELLERS to BUYER in the form attached as Exhibit "D".

1.8 Upon execution of this Contract by BUYER and SELLERS, BUYER shall deposit \$10.00 as earnest money with the title company.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for PROPERTY A shall be the sum of ONE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$169,500.00). The purchase price for PROPERTY B shall be the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). The purchase price for both PROPERTY A and PROPERTY B shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLERS hereby represent and warrant to BUYER as follows:

(a) Subject to Section 6.4, SELLERS have the full right, power, and authority to enter into and perform their obligations under this Contract.

(b) EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS REAL ESTATE CONTRACT BETWEEN BUYER AND SELLERS, BUYER ACKNOWLEDGES THAT SELLERS HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AND ANY REPRESENTATIONS CONTAINED IN THIS REAL ESTATE CONTRACT AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS

CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLERS EXPRESSLY DISCLAIM, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLERS HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS REAL ESTATE CONTRACT BETWEEN BUYER AND SELLERS) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY BUYER'S ACCEPTANCE OF THE DEED, BUYER REPRESENTS THAT BUYER HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY BUYER, AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

THE PROVISIONS OF THIS SECTION 3.1(b) SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED.

(c) SELLERS have no actual knowledge that either PROPERTY A or PROPERTY B contains any environmental hazard.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLERS as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase both PROPERTY A and PROPERTY B from SELLERS as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V CLOSING

5.1 The closing shall be held at Brazos County Abstract Company within sixty (60) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLERS and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLERS shall:

- (a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by BUYER conveying good and indefeasible title in PROPERTY A, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLERS on or prior to the closing as provided by Article I of this Contract.
- (b) Deliver to BUYER a duly executed and acknowledged Temporary Construction Easement for PROPERTY B.
- (c) Deliver possession of both PROPERTY A and PROPERTY B to BUYER.
- (d) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by Brazos County Abstract Company, in BUYER's favor in the full amount of the purchase price for PROPERTY A, insuring BUYER's fee simple interest in PROPERTY A subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.
- (e) Pay any and all required property taxes and prorated taxes for the then current year.
- (f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.
- (g) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.
- (h) Pay the costs to record all documents to cure title objections agreed to be cured by SELLERS.
- (i) Pay the SELLERS' expenses and attorney fees.

5.3 Upon such performance by SELLERS at closing, BUYER shall:

- (a) Pay the balance of the purchase price and the below-listed closing costs.
- (b) Pay the escrow fees.
- (c) Prepare, at its cost, the Special Warranty Deed and the Temporary Construction Easement.

- (d) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLERS' expense.
- (e) Pay the certificates or reports of ad valorem taxes.
- (f) Pay the BUYER's expenses or attorney fees.
- (g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (h) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI
SPECIAL CONDITIONS/CONDITIONS PRECEDENT

6.1 The Temporary Construction Easement shall be for a period of six (6) months commencing when the "Notice to Proceed" is given to BUYER's road contractor, provided that BUYER agrees to issue such "Notice to Proceed" within eight (8) months of the date of this Contract. If construction extends past the six (6) month time period, then BUYER shall pay SELLERS a monthly rental fee of EIGHT HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$833.33) commencing on the first (1st) day following the end of the six (6) month time period and payable on the same date each month thereafter, and continuing for a maximum of three (3) additional months, for a total term not to exceed nine (9) months. BUYER agrees to record a Termination of Work upon completion of the road to be constructed on PROPERTY A.

6.2 The terms of the Temporary Construction Easement shall provide that hazardous materials are not stored on the PROPERTY and that BUYER's road contractor is insured and bonded in accordance with City and State law requirements.

6.3 BUYER's purchase of PROPERTY B is contingent upon the sale of PROPERTY A.

6.4 BUYER acknowledges that SELLERS currently own the PROPERTY as tenants-in-common with United Central Bank ("UCB"). TAC Realty, Inc., ("TAC") and UCB have entered into an Unimproved Property Contract, dated October 18, 2002, pursuant to which TAC has agreed to purchase, and UCB has agreed to sell, UCB's undivided interest in the PROPERTY. TAC anticipates that the acquisition of UCB's undivided interest in the PROPERTY will close on or before November 30, 2002. BUYER acknowledges and agrees that SELLERS' obligations to consummate the transactions contemplated herein are contingent upon TAC's acquisition of UCB's undivided interest in the PROPERTY. In the event that TAC fails to acquire UCB's undivided interest in the PROPERTY by December 31, 2002, either BUYER or SELLERS may terminate this Contract at any time, in which case the earnest money will be refunded to BUYER, and neither BUYER nor SELLERS shall have any further rights or obligations under this Contract.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLERS fail to fully and timely perform any of their obligations under this Contract or fail to consummate the sale of both PROPERTY A and PROPERTY B for any reason except BUYER's default, BUYER may:

- (a) enforce specific performance of this agreement;
- (b) initiate condemnation proceedings
- (c) terminate contract.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of PROPERTY A and PROPERTY B, BUYER being in default and SELLERS not being in default hereunder), SELLERS shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any, or terminate this Contract and receive the earnest money as liquidated damages.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLERS or BUYER, as the case may be, at the addresses set forth below:

SELLERS: First American Bank, SSB
2800 South Texas Avenue
Bryan, TX 77802
Attention: William C. Atkinson

TAC Realty, Inc.
1111 Briarcrest Drive #300
Bryan, TX 77802
Attention: General Counsel

BUYER: City of College Station
City Manager
1101 Texas Avenue
College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the _____ day of _____, 2002.

SELLERS:
FIRST AMERICAN BANK, SSB

BUYER:
CITY OF COLLEGE STATION

BY: William C. Atkinson
WILLIAM C. ATKINSON
President

BY: _____
RON SILVIA, Mayor

Date: 11/12/02

Date: _____

TAC REALTY, INC.

ATTEST:

BY: William C. Atkinson
WILLIAM C. ATKINSON
President

CONNIE HOOKS, City Secretary

Date: 11/12/02

APPROVED:

THOMAS E. BRYMER, City Manager
Date: _____

CHARLES CRYAN, Director/Fiscal Services
Date: _____

Roxanne Demeul

City Attorney
Date: 11/12/02

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

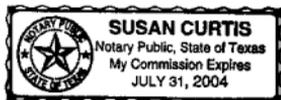
This instrument was acknowledge before me on the ____ day of _____, 2002, by RON SILVIA, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the 12th day of November, 2002, by WILLIAM C. ATKINSON as President of FIRST AMERICAN BANK, SSB, a Texas-chartered state savings bank on behalf of said bank.

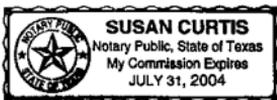


Susan Curtis

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the 12th day of November 2002,
by WILLIAM C. ATKINSON as President of TAC REALTY, INC., a Texas corporation, on
behalf of said corporation.





NOTARY PUBLIC in and for
the STATE OF TEXAS

EXHIBIT A

FIELD NOTES
CITY OF COLLEGE STATION
PROPOSED EXTENSION OF
LONGMIRE DRIVE
1.20 ACRES OUT OF THE
FIRST AMERICAN BANK
CALLED 8.48 ACRE TRACT & 6.71 ACRE TRACT
VOLUME 2716, PAGE 38
COLLEGE STATION, BRAZOS COUNTY, TEXAS
NOVEMBER 20, 2000

All that certain lot, tract or parcel of land being 1.20 acres situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas, and being a part of that certain Called 8.48 acre tract and 6.71 acre tract as described in deed from United Bankers service Corporation to First American Bank of record in Volume 2716, Page 38, Official Records of Brazos County, Texas, said 1.20 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod set in the northwest line of said Called 8.48 acre tract and the southeast right-of-way line of BIRMINGHAM DRIVE for most northerly corner, said corner being S 56° 19' 13" W a distance of 375.80 feet from a 1/2" Iron Rod found for the most northerly corner of said Called 8.48 acre tract;

□

THENCE S 10° 04' 49" W, along the proposed northeast right-of-way line of LONGMIRE DRIVE a distance of 33.62 feet to a 1/2" Iron Rod set for corner;

THENCE S 33° 37' 31" E, continuing along said northeast right-of-way line a distance of 65.07 feet to a 1/2" Iron Rod set for the point of curvature in said proposed right-of-way line;

THENCE around a curve in a clockwise direction having a delta angle of 13° 05' 29", an arc distance of 154.23 feet, a radius of 675.00 feet, and a chord of S 27° 04' 46" E, a distance of 153.89 feet to a 1/2" Iron Rod set for the point of tangency of said curve;

THENCE S 20° 32' 02" E, continuing along said proposed northeast right-of-way line a distance of 92.10 feet to a 1/2" Iron Rod set for the point of curvature of said proposed right-of-way line;

THENCE around a curve in a counterclockwise direction having a delta angle of 28° 02' 59", an arc distance of 296.18 feet, a radius of 605.00 feet, and a chord of S 34° 33' 31" E, a distance of 293.23 feet to a 1/2" Iron Rod set for the point of tangency of said curve;

THENCE S 48° 35' 00" E, continuing along said proposed northeast right-of-way line a distance of 65.25 feet to a 1/2" Iron Rod set for corner;

THENCE N 87° 18' 20" E, a distance of 33.70 feet to a 1/2" Iron Rod set in the northwest right-of-way line of GRAHAM ROAD for the most easterly corner, said corner being S 41° 40' 07" W a distance of 267.00 feet and S 41° 31' 43" W a distance of 126.19 feet from a 5/8" Iron Rod found for the occupied Remainder of the East corner of said Called 6.71 acre tract;

THENCE S 41° 31' 43" W, along the northwest right-of-way line of said GRAHAM ROAD a distance of 117.05 feet to a 1/2" Iron Rod set for the most southerly corner, said corner being N 41° 31' 43" E a distance of 157.32 feet from a 5/8" Iron Rod found for the Occupied Remainder of the South corner of said Called 6.71 acre tract;

THENCE N 4° 28' 26" W, along the proposed southwest right-of-way line of said LONGMIRE DRIVE a distance of 33.89 feet to a 1/2" Iron Rod set for corner;

THENCE N 48° 35' 00" W, continuing along said proposed southwest right-of-way line a distance of 64.88 feet to a 1/2" Iron Rod set for the point of curvature of said proposed right-of-way;

THENCE around a curve in a clockwise direction having a delta angle of $28^{\circ} 02' 59''$, an arc distance of 330.45 feet, a radius of 675.00 feet, and a chord of $N 34^{\circ} 33' 31'' W$, a distance of 327.16 feet to a 1/2" Iron Rod set for the point of tangency of said curve;
THENCE $N 20^{\circ} 32' 02'' W$, continuing along said proposed southwest right-of-way line a distance of 92.10 feet to a 1/2" Iron Rod set for a point of curvature of said proposed right-of-way;
THENCE around a curve in a counterclockwise direction having a delta angle of $13^{\circ} 05' 29''$, an arc distance of 138.24 feet, a radius of 605.00 feet, and a chord of $N 27^{\circ} 04' 46'' W$, a distance of 137.93 feet to a 1/2" Iron Rod set for the point of tangency of said curve;
THENCE $N 33^{\circ} 37' 31'' W$, continuing along said proposed southwest right-of-way line a distance of 63.93 feet to a 1/2" Iron Rod set for corner;
THENCE $N 76^{\circ} 46' 03'' W$, a distance of 34.73 feet to a 1/2" Iron Rod set for the most westerly corner in said southeast right-of-way line of BIRMINGHAM DRIVE and the northwest line of said Called 8.48 acre tract, said corner being $N 56^{\circ} 19' 13'' E$ a distance of 730.38 feet from a 1/2" Iron Rod found for the west corner of said Called 8.48 acre tract;
THENCE $N 56^{\circ} 19' 13'' E$, along the northwest line of said Called 8.48 acre tract and the southeast right-of-way line of said BIRMINGHAM DRIVE a distance of 116.98 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 52,275 square feet or 1.20 ACRES OF LAND MORE OR LESS, according to a survey performed on April 28, 2000, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For north orientation and other information see accompanying plat.



EXHIBIT B

FIELD NOTES
CITY OF COLLEGE STATION
PROPOSED CONSTRUCTION EASEMENTS
FOR THE
PROPOSED EXTENSION OF
LONGMIRE DRIVE
0.709 OF ONE ACRE OUT OF THE
FIRST AMERICAN BANK
CALLED 8.48 ACRE TRACT & 6.71 ACRE TRACT
VOLUME 2716, PAGE 38
COLLEGE STATION, BRAZOS COUNTY, TEXAS
DECEMBER 31, 2001

All that certain lot, tract or parcel of land being 0.709 of one acre situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas, and being a part of that certain Called 8.48 acre tract and 6.71 acre tract as described in deed from United Bankers Service Corporation to First American Bank of record in Volume 2716, Page 38, Official Records of Brazos County, Texas, said 0.709 acre Construction Easement being more particularly described in three (3) tracts by metes and bounds as follows:

TRACT NO. 1 - 30' WIDE CONSTRUCTION EASEMENT

BEGINNING at a point in the northwest line of said Called 8.48 acre tract and the southeast right-of-way line of BIRMINGHAM DRIVE for the most northerly corner, said corner being S 56° 19' 13" W a distance of 369.03 feet from a ½" Iron Rod found for the most northerly corner of said Called 8.48 acre tract;
THENCE S 33° 37' 31" E, a distance of 89.39 feet to a point for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 13° 05' 29", an arc distance of 161.08 feet, a radius of 705.00 feet, and a chord of S 27° 04' 46" E, a distance of 160.73 feet to a point for the point of tangency of said curve;
THENCE S 20° 32' 02" E, a distance of 34.06 feet to a point for the most easterly corner;
THENCE S 69° 27' 58" W, a distance of 30.00 feet to a point on the northeast right-of-way line of Proposed LONGMIRE DRIVE for the most southerly corner;
THENCE N 20° 32' 02" W, along the northeast right-of-way line of said Proposed LONGMIRE DRIVE a distance of 34.06 feet to a ½" Iron Rod with Cap found for the beginning of a curve;
THENCE continuing along said Proposed northeast right-of-way line around a curve in a counterclockwise direction having a delta angle of 13° 05' 29", an arc distance of 154.23 feet, a radius of 675.00 feet, and a chord of N 27° 04' 46" W, a distance of 153.89 feet to a ½" Iron Rod found with Cap for the point of tangency of said curve;
THENCE N 33° 37' 31" W, continuing along said Proposed northeast right-of-way line a distance of 65.07 feet to a ½" Iron Rod with Cap found for an angle point;
THENCE N 10° 04' 49" E, along the southeast right-of-way line of said Proposed LONGMIRE DRIVE a distance of 33.62 feet to a ½" Iron Rod with Cap found in the northwest line of said Called 8.48 acre tract and the southeast right-of-way line of said BIRMINGHAM DRIVE for an exterior corner;
THENCE N 56° 19' 13" E, along the northwest line of said Called 8.48 acre tract and the southeast right-of-way line of said BIRMINGHAM DRIVE a distance of 6.77 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.187 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. 1.

TRACT NO. 2 - 20' WIDE CONSTRUCTION EASEMENT

BEGINNING at a point for the most southerly corner, said corner being S 41° 40' 07" W - 267.00 feet, S 41° 31' 43" W - 126.19 feet and S 87° 18' 20" W a distance of 4.97 feet from a 5/8" Iron Rod found for the easterly corner of said Remainder of Called 6.71 Acre Tract;
THENCE S 87° 18' 20" W, along the north right-of-way line of said Proposed LONGMIRE DRIVE a distance of 28.73 feet to a 1/2" Iron Rod with Cap found for an exterior corner;
THENCE N 48° 35' 00" W, along the northeast right-of-way line of said Proposed LONGMIRE DRIVE a distance of 65.25 feet to a 1/2" Iron Rod with Cap found for the beginning of a curve;
THENCE continuing along the northeast right-of-way line of said Proposed LONGMIRE DRIVE around a curve in a clockwise direction having a delta angle of 28° 02' 59", an arc distance of 296.18 feet, a radius of 605.00 feet, and a chord of N 34° 33' 31" W, a distance of 293.23 feet to a 1/2" Iron Rod found with Cap for the point of tangency of said curve;
THENCE N 20° 32' 02" W, continuing along the northeast right-of-way line of said Proposed LONGMIRE DRIVE a distance of 58.04 feet to a point for the most westerly corner;
THENCE N 69° 27' 58" E, a distance of 20.00 feet to a point for the most northerly corner;
THENCE S 20° 32' 02" E, a distance of 58.04 feet to a point for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 28° 02' 59", an arc distance of 286.39 feet, a radius of 585.00 feet, and a chord of S 34° 33' 31" E, a distance of 283.54 feet to a point for the point of tangency of said curve;
THENCE S 48° 35' 00" E, a distance of 85.88 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.195 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. 2.

TRACT NO. 3 - 20' WIDE CONSTRUCTION EASEMENT

BEGINNING at a point for the most southerly corner, said corner being N 41° 31' 43" E - 157.32 feet and N 4° 28' 26" W a distance of 5.16 feet from a 5/8" Iron Rod found for the most southerly corner of said Remainder of Called 6.71 acre tract;
THENCE N 48° 35' 00" W, a distance of 85.52 feet to a point for the beginning of a curve;
THENCE around a curve in a clockwise direction having a delta angle of 28° 02' 59", an arc distance of 340.24 feet, a radius of 695.00 feet, and a chord of N 34° 33' 31" W, a distance of 336.86 feet to a point for the point of tangency of said curve;
THENCE N 20° 32' 02" W, a distance of 92.10 feet to a point for the beginning of a curve;
THENCE around a curve in a counterclockwise direction having a delta angle of 13° 05' 29", an arc distance of 133.67 feet, a radius of 585.00 feet, and a chord of N 27° 04' 46" W, a distance of 133.37 feet to a point for the point of tangency of said curve;
THENCE N 33° 37' 31" W, a distance of 85.27 feet to a point in the southwest right-of-way line of said Proposed LONGMIRE DRIVE for the most northerly corner, said corner being N 56° 19' 13" E - 730.38 feet and S 76° 46' 03" E a distance of 5.48 feet from a 1/2" Iron Rod found for the West corner of said Called 8.48 acre tract;
THENCE S 76° 46' 03" E, along the southwest right-of-way line of said Proposed LONGMIRE DRIVE a distance of 29.25 feet to a 1/2" Iron Rod with Cap found for an exterior corner;
THENCE S 33° 37' 31" E, continuing along said southwest right-of-way line a distance of 63.93 feet to a 1/2" Iron Rod with Cap found for the beginning of a curve;
THENCE continuing along said southwest right-of-way line around a curve in a clockwise direction having a delta angle of 13° 05' 29", an arc distance of 138.24 feet, a radius of 605.00 feet, and a chord of S 27° 04' 46" E, a distance of 137.93 feet to a 1/2" Iron Rod with Cap found for the point of tangency of said curve;
THENCE S 20° 32' 02" E, continuing along said southwest right-of-way line a distance of 92.10 feet to a 1/2" Iron Rod with Cap found for the beginning of a curve;

THENCE continuing along said southwest right-of-way line around a curve in a counterclockwise direction having a delta angle of $28^{\circ} 02' 59''$, an arc distance of 330.45 feet, a radius of 675.00 feet, and a chord of $S 34^{\circ} 33' 31'' E$, a distance of 327.16 feet to a $\frac{1}{2}$ " Iron Rod with Cap found for the point of tangency of said curve;

THENCE $S 48^{\circ} 35' 00'' E$, continuing along said southwest right-of-way line a distance of 64.88 feet to a $\frac{1}{2}$ " Iron Rod with Cap found for an exterior corner;

THENCE $S 4^{\circ} 28' 26'' E$, along the west right-of-way line of said Proposed LONGMIRE DRIVE a distance of 28.73 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.327 OF ONE ACRE OF LAND MORE OR LESS IN TRACT NO. 3. ALL TRACTS COMBINED CONTAINING A TOTAL AREA OF 0.709 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on April 28, 2000 and updated on December 31, 2001, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For north orientation and other information see accompanying plat.



STRONG SURVEYING
 1037 Belmont Dr. #100
 Houston, TX 77036
 Phone: (281) 776-8888
 Fax: (281) 776-8888
 www.strongsurveying.com



SCALE: 1" = 100'
 LEGEND
 ● 1/2" HIGH ROAD SET

NOTICE: OBSERVATION IS BASED ON
 ROTATING THE NORTHWEST CORNER OF
 8.48 ACRE TRACT TO DEED CALLS
 AS SHOWN IN 2716/38.

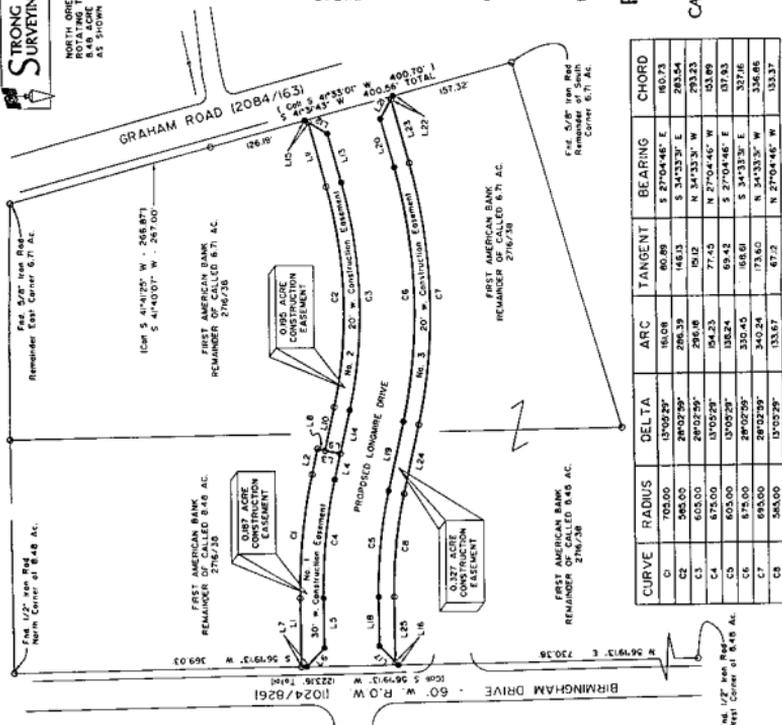
L.H. CURTIS STRONG, REGISTERED PROFESSIONAL LAND
 SURVEYOR, HAS CONDUCTED THIS SURVEY AND
 PLAT REPRESENTS THE RESULT OF AN ON-THE-GROUND
 SURVEY AND IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE.



M. CURTIS STRONG
 SURVEY DATE: 4/28/2000

**CITY OF COLLEGE STATION
 PROPOSED
 CONSTRUCTION EASEMENTS
 FOR
 PROPOSED LONGMIRE DRIVE
 OUT OF THE
 FIRST AMERICAN BANK
 CALLED 8.48 ACRE TRACT & 6.71 ACRE TRACT
 VOLUME 2716, PAGE 38
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 SCALE: 1" = 100'
 DECEMBER 31, 2001**

JOB NO. 2000000.HMG



Line	Bearing	Dist
L1	S 33°37'30" E	89.39
L2	S 20°32'07" E	34.08
L3	S 69°27'58" W	30.00
L4	N 20°32'07" W	34.08
L5	S 33°37'30" W	85.07
L6	N 00°44'45" E	33.82
L7	N 26°59'15" E	6.17
L8	S 89°27'58" W	30.00
L9	S 89°27'58" E	30.00
L10	S 20°32'07" E	34.08
L11	S 69°27'58" W	30.00
L12	S 89°27'58" W	33.73
L13	N 46°23'00" W	63.20
L14	N 20°32'07" W	34.08
L15	S 87°06'20" E	58.04
L16	S 76°46'03" E	34.49
L17	S 76°46'03" E	39.29
L18	S 33°37'30" E	83.93
L19	S 20°32'07" E	32.20
L20	S 46°23'00" E	64.48
L21	S 04°29'28" E	28.73
L22	S 04°29'28" E	3.86
L23	N 46°23'00" W	63.52
L24	N 20°32'07" W	32.40
L25	N 33°17'30" W	83.27

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	702.00	1558.29	161.08	80.89	S 27°04'46" E	80.73
C2	262.00	2802.59	298.39	148.13	S 34°33'30" E	283.54
C3	262.00	2802.59	298.39	148.13	N 34°33'30" W	283.23
C4	675.00	1305.29	64.23	77.45	N 27°04'46" W	63.89
C5	675.00	1305.29	64.23	69.42	S 27°04'46" E	67.83
C6	675.00	1305.29	64.23	68.61	S 34°33'30" E	337.6
C7	684.00	2802.59	340.24	173.60	N 34°33'30" W	338.66
C8	584.00	1305.29	133.67	67.2	N 27°04'46" W	133.37

1/2" high Road
 West Corner of 8.48 AC.

FIRST AMERICAN BANK
 REMAINDER OF CALLED 6.71 AC.

FIRST AMERICAN BANK
 REMAINDER OF CALLED 6.71 AC.

1/2" high Road
 Remainder of South
 Corner of 6.71 AC.

BIRMINGHAM DRIVE - 60' R.O.W. W 12238' 8141
 1008 S 56°19'13" W 369.03

FIRST AMERICAN BANK
 REMAINDER OF CALLED 8.48 AC.

FIRST AMERICAN BANK
 REMAINDER OF CALLED 8.71 AC.

100' S 41°40'20" W - 266.87'
 S 41°40'20" W - 287.00'

1/2" high Road
 North Center of 8.48 AC.

1/2" high Road
 North Center of 8.48 AC.

GRAHAM ROAD (2084/163)
 400.70' TOTAL
 400.56' W
 107.32'

EXHIBIT "C"
FORM OF
SPECIAL WARRANTY DEED

DATE: _____

GRANTORS:

GRANTORS' MAILING ADDRESS: _____
(including county) Brazos County
College Station, Texas 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
(including county) Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Easements and Building Lines as shown on plat recorded in Volume _____, Page _____, of the Deed Records of Brazos County, Texas.
2. Oil & Gas Leases
3. Mineral Reservations
4. Also to include standard printed exceptions to Title Commitment, as well as all Reviewable Matters to which BUYER has not objected or has waived objection.

GRANTORS hereby reserve unto themselves, their successors and assigns, any and all oil, gas, related hydrocarbons, sulphur, and other minerals in, on or under the premises described on the attached Exhibit A; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels and provided further that GRANTORS do not reserve and expressly convey to

GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTORS down to the depth of two hundred fifty (250) feet from the actual surface of any portion of said tract.

GRANTORS waive all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTORS under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTORS, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANT, SELL, and CONVEY to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. Except as to the reservations from and exceptions to conveyance and warranty, GRANTORS bind GRANTORS and GRANTORS' successors and assigns, 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, by, through or under GRANTORS but not otherwise.

EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THE REAL ESTATE CONTRACT DATED _____, BETWEEN GRANTORS AND GRANTEE, GRANTEE ACKNOWLEDGES THAT GRANTORS HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTORS EXPRESSLY DISCLAIM, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTORS HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE REAL ESTATE CONTRACT DATED _____ BETWEEN GRANTORS AND GRANTEE CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

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

FIRST AMERICAN BANK

BY: _____
WILLIAM C. ATKINSON, President
President
Date: _____

TAC REALTY, INC.

BY: _____
WILLIAM C. ATKINSON, President
Date: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the ____ day of _____, 2002,
by WILLIAM C. ATKINSON as President of FIRST AMERICAN BANK, SSB, a Texas-
chartered state savings bank on behalf of said bank.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the ____ day of _____, 2002,
by WILLIAM C. ATKINSON as President of TAC REALTY, INC., a Texas corporation, on
behalf of said corporation.

NOTARY PUBLIC in and for
the STATE OF TEXAS

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT "D"
FORM OF
TEMPORARY CONSTRUCTION EASEMENT

DATE: _____

GRANTORS:

GRANTORS' MAILING ADDRESS:

Brazos County
College Station, TX 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS:

1101 Texas Avenue
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good
and valuable consideration.

PROPERTY:

(Insert Property Description)

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described by metes and bounds description in Exhibit "A" attached hereto and made a part hereof for all purposes, also known as the "Construction Area," which area is necessary for the repair and reconstruction of _____ located adjacent thereto, and also reflected in Exhibit "A."

It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

The Temporary Construction Easement shall be for a period of six (6) months, commencing when the "Notice to Proceed" is given to GRANTEE's road contractor, provided that GRANTEE agrees to issue such "Notice to Proceed" within eight (8) months of the date of the Contract between GRANTORS and GRANTEE dated _____. If construction extends past the six (6) month time period, then GRANTEE shall pay GRANTORS a monthly rental fee of EIGHT HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$833.33) commencing on the first (1st) day following the end of the six (6) month time period and payable on the same date each month thereafter, and continuing for a maximum of three (3) additional months, for a total term not to exceed nine (9) months. GRANTEE agrees to record a Termination of Work upon completion of the road to be constructed adjacent to the PROPERTY.

It is also agreed that the expiration of this Construction Easement shall not affect the GRANTEE's right to utilize the right-of-way area as set out in Exhibit "B" attached hereto, made a part hereof for all purposes.

GRANTORS expressly subordinate all rights of surface use incident to the mineral estate to the above-described uses of said surface by GRANTEE, and agrees to lenders' subordinations on behalf of GRANTEE. GRANTORS will provide GRANTEE with the names and addresses of all lenders.

GRANTEE expressly agrees to return the construction easement area to its original condition, or as close thereto as is reasonably possible.

It is expressly understood that GRANTORS or future owners of this property reserve the right to use this Construction Easement for all purposes which do not interfere with or prevent its use by the GRANTEE.

GRANTEE, or its contractor, shall not store any hazardous materials on the property.

GRANTEE shall require insurance and performance and payment bonds from its contractor in accordance with City of College Station and state law requirements.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTORS do

hereby bind themselves, their successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof by, through or under GRANTORS, but not otherwise.

FIRST AMERICAN BANK

BY: _____
WILLIAM C. ATKINSON, President
Date: _____

TAC REALTY, INC.

BY: _____
WILLIAM C. ATKINSON, President
Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§
§
§

ACKNOWLEDGMENT

This instrument was acknowledge before me on the _____ day of _____, 2002, by WILLIAM C. ATKINSON as President of FIRST AMERICAN BANK, SSB, a Texas-chartered state savings bank on behalf of said bank.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§
§
§

ACKNOWLEDGMENT

This instrument was acknowledge before me on the _____ day of _____, 2002, by WILLIAM C. ATKINSON as President of TAC REALTY, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC in and for
the STATE OF TEXAS

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