City Of College Station
Real Property Conveyance Agreement
with
Bryan/College Station Habitat for Humanity, Inc.

This Agreement is made and entered into on this the _____ day of _____, 2003, by and between the CITY OF COLLEGE STATION ("City" and/or "Grantor" hereinafter), a Home Rule Municipal Corporation incorporated under the laws of the State of Texas, and BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC. ("Agency" and/or "Grantee" hereinafter), a Texas non-profit corporation.

WHEREAS, the City has the objective of providing for the development of low-to-moderate-income housing for citizens of the City through its Community Development Office;

WHEREAS, the Agency, through its Methods of Operation set forth in a separate agreement ("Affiliate Covenant") between the Agency and Habitat for Humanity International, shares this common goal with the City;

WHEREAS, the City has previously acquired certain real property ("Land" hereinafter, further identified herein below) by means other than condemnation;

WHEREAS, the Agency has requested that the City convey said Land to the Agency to facilitate their mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Agency will facilitate development of the Land into low-to-moderate-income housing and thereby serves a valid public purpose;

WHEREAS, the City has determined that the Agency is qualified to receive real property conveyance(s) pursuant to Local Government Code §272.001(g), Local Government Code §253.011, and applicable Department of Housing and Urban Development regulations; and

WHEREAS, the City has determined that it is appropriate to convey title of the Land to the Agency to facilitate the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

NOW, THEREFORE, the City and the Agency for and in consideration of the covenants and promises as set forth herein, do agree as follows:

TERMS AND CONDITIONS:

Article I – Conveyance(s)

1. For the consideration of ten dollars ($10) and the further covenants and promises contained herein, the City shall provide to the Agency a Special Warranty Deed conveying the following real property for the purposes described herein:

1.1. 412 Holleman, College Station, Texas, herein referred to as the "Land", being more particularly described by its legal description as follows:

All that certain lot or parcel of land being the residual portion of Lot 3, Block 5 of the McCulloch's Subdivision located in College Station, Brazos County, Texas, the Plat of said subdivision recorded in Volume 122, Page 91 of the Deed Records of Brazos County, Texas, with the restrictions filed in Volume 123, Page 226 of the Deed Records, the residue containing 0.099 acre of land and being described more fully as follows:

Beginning at the southeast corner of the said Lot 3 of Block 5 of said McCulloch's Subdivision, being also the south corner of Lot 4 of Block 5, and in the north line of Lot 17 of Block 5, a 1/2" iron rod set for corner.

Thence S 45° 30' 00" W with Lot 3 and Lot 17 line a distance of 50.00 feet to a 1/2" iron rod set for corner for the southwest corner of Lot 3, the southeast corner of Lot 2 of Block 5, and the northwest corner of Lot 17 of Block 5;

Thence N 34° 30' 00" W along the common line between Lot 3 and Lot 2 of Block 5 a distance of 88.00 feet to a 1/2" iron rod set for corner in the current right-of-way of Holleman Drive;

Thence N 45° 30' 00" E with said r.o.w. of Holleman Drive a distance of 50.00 feet to a 1/2" iron rod set for corner between said Lot 3 and Lot 4;

Thence S 34° 30' 00" E with the common line between Lot 3 and Lot 4 a distance of 88.00 feet to the place of beginning and containing 0.099 acre, as surveyed by William Terry Brooks, State of Texas Registered Professional Land Surveyor No. 1880, on October 29, 2001.

Being the same property described in Special Warranty Deed dated October 31, 2001, from Shabeer Jaffar to City of College Station, Texas, recorded in Volume 4365, Page 288, Official Records of Brazos County, Texas.

2. The Agency acknowledges and agrees that said Special Warranty Deed shall contain the following reservations and/or exceptions, among others as may be deemed appropriate in the sole discretion of the City, from and to conveyance and warranty of the particular tract listed above:

2.1. This conveyance is conditioned on the construction of a dwelling meeting HUD approved requirements on the property within eighteen (18) months from date of this deed. If GRANTEE does not complete construction of such dwelling in the time period allotted, GRANTOR shall have an automatic reversion of GRANTOR's interest. It is further conditioned on and Agency agrees that such dwelling shall provide low-to-moderate-income housing and thereby serves a valid public purpose.

3. The Agency agrees that any subsequent conveyance of the Land or any portion thereof by the Agency shall be by Special Warranty Deed, to provide housing for a low-to-moderate-income family.

Article II – Construction of Dwelling Unit(s)

4. The Agency agrees to the following terms and conditions regarding construction of dwelling unit(s) on each tract of land described herein:

4.1. The Agency, having previously inspected the property to determine the feasibility of low-to-moderate-income dwelling development, will accept the conveyance of the property and shall complete the construction of the dwelling unit ***not later than*** MAY 1, 2005 PGB. **Failure to complete construction by the stated date shall constitute grounds, pursuant to this Agreement, for the City to exercise its reversionary interest in the tract of land.**

4.2 At Closing, the Agency shall dedicate, at no cost, a Blanket Utility Easement in the form attached hereto as Exhibit 'A'. PGB

Article III – Property Maintenance

5. As part of the consideration for the conveyance described above, the Agency agrees to comply with all of the following terms in reference to the Land and the contemplated dwelling (the Property) for so long as the Agency holds title to the Land:

5.1. The Property must be constructed and maintained to meet all applicable City code requirements;

5.2. All debris on the Property, both during and after construction, must be regularly collected in a neat and orderly manner and properly disposed;

5.3. All vegetation on the Property, including any lawn, turf, shrubs, bushes, and trees, must be maintained and trimmed on a regular basis;

5.4. The interior of the dwelling shall be kept in a clean and sanitary living condition;

Article IV – Records And Reports

6. The Agency shall submit activity reports during construction to the City as may be required in writing by the City. The format of such reports shall, at a minimum, consist of a narrative summary of activities and an activity report that describes the client(s) served by the Agency through the Land conveyance under this Agreement. The Agency will maintain supporting back-up documentation regarding all reports and make such available to the City upon request. Final activity report(s) and reimbursement request(s), including documentation, shall be submitted to the City within thirty (30) days following the sale of the property. Such final report(s) shall include information on the following: racial and ethnic identification; household income information as to whether low or moderate income (as stipulated by HUD regulations); head of household status; and city of residence status.

Article V – Administrative Requirements

7. The Agency further agrees to comply with all the terms and conditions contained in the City's Community Development Administrative Guidelines and the Deed referenced in paragraph 1, *et seq.*, herein.

8. The Agency further agrees to comply with all applicable local, State, and Federal laws, ordinances, and regulations, including but not limited to HUD requirements and the following:

8.1. For any property rehabilitated under this Agreement that lies within the 100 year flood plain, the Agency agrees to purchase Federal Flood Insurance as required under the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et. Seq.

8.2. The Agency agrees to comply with the policies and procedures relating to removal and non-use of lead-based paints in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4822, and the implementing regulations at 24 C.F.R. § 35.

Article VI – General Provisions

9. The City and the Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of this Agreement, has any personal interest, direct or indirect, in this Agreement.

10. The Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of race, color, religion, sex, national origin or disability.

11. The parties to this Agreement agree and understand that the Agency is an independent contractor and not an agent or representative of the City, that the obligation to compensate Agency's employees and personnel furnished or used by the Agency to provide the services specified herein shall be the sole responsibility of the Agency, and that said employees and personnel shall not be deemed employees of the City for any purpose.

12. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

13. This Agreement has been made under and shall be governed by the laws of the State of Texas.

14. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

15. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

16. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

17. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

18. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

19. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use

their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

21. It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

22. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party. Written notices shall be delivered as follows unless otherwise notified by either party:

Agency:

Attn: Patricia G. Burk
Bryan/College Station Habitat for Humanity, Inc.
119 Lake Street
Bryan, Texas 77801

City:

Attn: Randy Brumley, Administrator
Community Development Division
City of College Station
903 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

23. Headings provided herein are for convenience only and in no manner limit or effect the provisions contained herein.

EXECUTED this _____ of _____, 2003.

CITY OF COLLEGE STATION

By: _____
Thomas E. Brymer, City Manager

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.

By: Patricia G. Burk
Printed Name: Patricia G. Burk
Title: Executive Director

Contract No.: _____

Bg/o/group/CommunityDevelopment/Purchases and Conveyances/412 Holleman - Jaffar/conveyance-Habitat Land Transfer Agreement.doc
10/03/2003

APPROVED:

_____

City Attorney Dated

_____

Charles Cryan, Director of Fiscal Services Dated

_____

Randy Brumley, Comm. Dev. Admin. Dated

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

This instrument was acknowledged before me on the _____ day of _____, 2003, by Thomas E. Brymer, as City Manager of the City of College Station, Texas, Texas Home Rule Municipality, on behalf of said municipality.

_____
Notary Public in and for the State of Texas

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

This instrument was acknowledged before me on the 8th day of October, 2003, by Patricia G. Burk, as Executive Director of BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC., a Texas non-profit organization, on behalf of said organization.

NOTARY PUBLIC STATE OF TEXAS
GREGG A. LANCASTER
Notary Public, State of Texas
My Commission Expires
OCTOBER 16, 2004

_____
Notary Public in and for the State of Texas

Contract No.: _____