

## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between LANCE R. LESCHPER and wife, KAREN R. LESCHPER, ("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 (a) SELLERS agree to sell and convey and BUYER agrees to purchase and pay for a fee simple interest in a 2.20 acre tract, more or less, in the configuration depicted in Exhibit "A" attached hereto and incorporated herein, out of a 2.490 acre tract of land in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, conveyed to Lance R. Leschper and wife, Karen R. Leschper by deed recorded in Volume 3387, Page 141 of the Official Records of Brazos County, Texas, together with all and singular the rights and appurtenances pertaining to the PROPERTY, 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 the "PROPERTY"), together with SELLERS' interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY 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.

(b) SELLERS agree to dedicate in fee simple a 0.24 acre tract of land in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 2.490 acre tract, that 1.21 acre tract and that 3.89 acre tract conveyed to Lance R. Leschper and wife, Karen R. Leschper by deeds recorded in Volume 3387, Page 141; Volume 1374, Page 236; and Volume 1589, Page 73 of the Official Records of Brazos County, Texas, more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof;

1.2 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.

1.3 (a) SELLERS, at their expense, will provide a survey of the 2.20 acre tract, 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 onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the survey plat within which to notify SELLERS of BUYER's objection to any item shown on or referenced on the survey plat. 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 survey of the 2.20 acre tract, along with the field notes description of the 0.24 acre tract, as prepared by the surveyor, shall be reference in the General Warranty Deed.

1.4 BUYER may at its cost order a Level 1 Environmental Site Assessment. 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.

1.5 The parties agree that general real estate taxes on the PROPERTY 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.

1.6 The sale of the PROPERTY shall be made by a General Warranty Deed from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "C".

## ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$153,600.00). The purchase price 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) SELLERS have the full right, power, and authority to enter into and perform their obligations under this Contract.

(b) SELLERS have no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLERS have no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLERS, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLERS have no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLERS have no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLERS have no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLERS have no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY will be platted in accordance with City of College Station Code of Ordinances at SELLERS' expense prior to closing.

(f) The property has not been managed or maintained in violation of any federal, state, or local law.

(g) SELLERS have no actual knowledge that SELLERS have not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(h) If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(i) SELLERS have no knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment provided by SELLERS to BUYER.

(j) SELLERS are not "foreign persons" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLERS are not non-resident aliens, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(k) To the best of SELLERS' knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

(l) Maintenance and Operation. Until closing, SELLERS will (1) maintain the PROPERTY as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (2) operate the PROPERTY in the same manner as it was operated on the Effective Date; and (3) comply with all contracts and governmental regulations affecting the PROPERTY. Until the Closing Date, SELLERS will not enter into or amend any contract that affects the PROPERTY.

(m) Claims; Hearings. SELLERS will notify BUYER promptly of any claim or administrative hearing that is threatened, filed, or initiated other than by BUYER before closing that affects the PROPERTY.

(n) Cooperation. SELLERS will cooperate with BUYER (1) before and after closing, to support any change in use of the Property to a fire station or other public use by SELLER and will not protest the operation the PROPERTY as a fire station and related public uses and (2) before closing, with any reasonable evaluation, inspection, or study of the PROPERTY prepared by, for, or at the request of BUYER.

(o) SELLER agrees not to directly or indirectly assist, encourage, fund, or otherwise support any individual, entity, or other party in opposition to the utilization of the Property for a fire station and other related governmental facilities.

#### 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 the PROPERTY 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 ninety (90) 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 General Warranty Deed prepared by BUYER conveying good and marketable title in the PROPERTY, 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 possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at SELLERS' 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, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (½) of the escrow fees.

(e) Pay the title insurance.

- (f) Pay any and all required property taxes and prorated taxes for the year 2004.
- (g) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.
- (h) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.
- (i) Pay the costs to record all documents to cure title objections agreed to be cured by SELLERS.
- (j) Pay the certificates or reports of ad valorem taxes.
- (k) Pay the SELLERS' expenses and attorney fees.
- (l) Pay for the survey.

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

- (a) Pay the balance of the purchase price.
- (b) Pay one-half (1/2) of the escrow fees.
- (c) Prepare, at its cost, the General Warranty Deed.
- (d) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLERS' expense.
- (e) Pay the BUYER's expenses or attorney fees.
- (f) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (g) 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

6.1 This sale is contingent upon SELLERS, at SELLERS' expense, platting and obtaining an approved final plat from the Planning & Zoning Commission on the 2.20 acre tract in accordance with the City of College Station Code of Ordinances and all other applicable laws within ninety (90) days of the effective date of the contract, but before closing.

- 6.2 SELLERS acknowledge BUYER is a governmental entity and as such the PROPERTY will be used as a fire station and any other related or governmental uses.
- 6.3 SELLERS shall be permitted to use PROPERTY for grazing livestock until October 31, 2004. SELLERS shall vacate PROPERTY within fourteen (14) days of written notice from BUYER and remove all livestock and equipment on or before the expiration of fourteen (14) days of the date of said notice.
- 6.4 SELLERS, at SELLERS' expense, may remove the corn crib and barn situated on PROPERTY by October 31, 2004, or upon written notice from BUYER to remove said improvements, whichever occurs first. If SELLERS fail to remove said structures on or before October 31, 2004, or within fourteen (14) days of the date of written notice to vacate, then BUYER may remove or demolish said structures, with no further compensation or liability to the SELLERS.

#### 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 the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLERS; and/or
- (c) Terminate this contract and initiate condemnation proceedings.

#### ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (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.

#### 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: Lance R. Leschper & Karen R. Leschper  
1890 Barron Road  
College Station, TX 77845

BUYER: City of College Station  
Legal Department  
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.

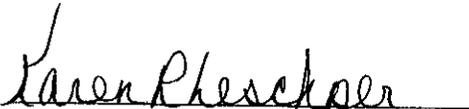
9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

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 \_\_\_\_\_, 2004.

SELLERS:

  
LANCE R. LESCHPER

  
KAREN R. LESCHPER

BUYER:

CITY OF COLLEGE STATION

BY: \_\_\_\_\_

RON SILVIA, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
CHARLES CRYAN, Director of Fiscal Services

Date: \_\_\_\_\_

  
City Attorney

Date: \_\_\_\_\_

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Contract No. 04-139

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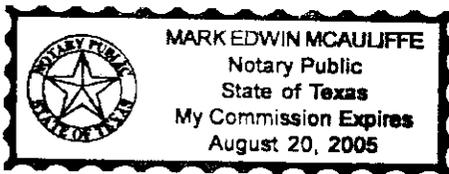
THE STATE OF TEXAS    §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 2004,  
by \_\_\_\_\_, as \_\_\_\_\_ 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    §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

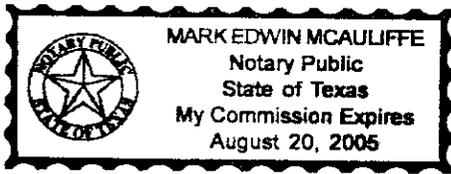
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2004,  
by LANCE R. LESCHPER.



*Mark Edwin McAuliffe*  
\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

THE STATE OF TEXAS   §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS   §

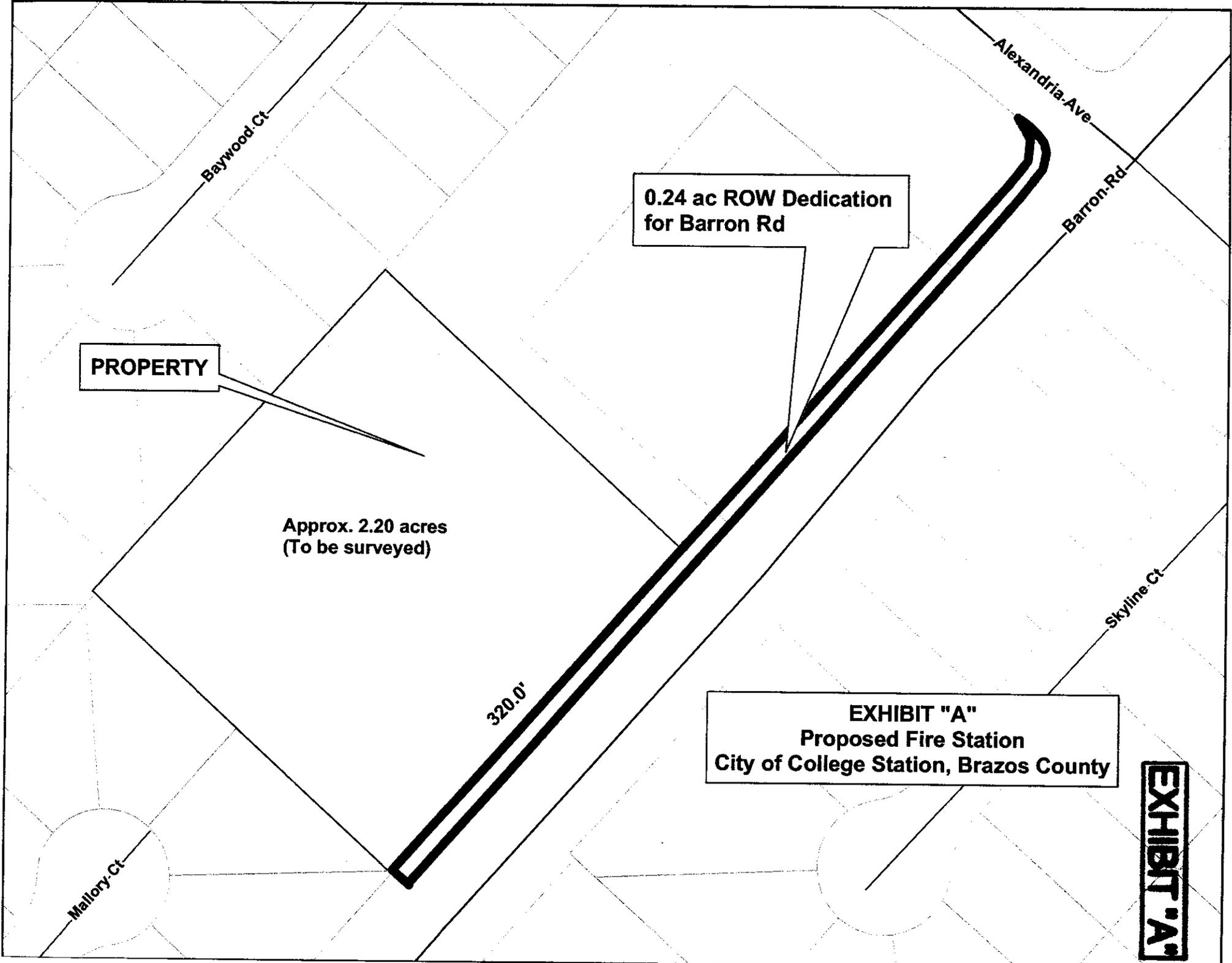
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004,  
by KAREN R. LESCHPER.



Mark Edwin McAuliffe  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

## **EXHIBIT "A"**

### **2.20 ACRE TRACT**



Baywood Ct

Alexandria Ave

Barron Rd

Skyline Ct

Mallery Ct

0.24 ac ROW Dedication  
for Barron Rd

PROPERTY

Approx. 2.20 acres  
(To be surveyed)

320.0'

**EXHIBIT "A"**  
**Proposed Fire Station**  
**City of College Station, Brazos County**

**EXHIBIT "A"**

**EXHIBIT "B"**

**0.24 ACRE TRACT**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, Texas 77845  
(979) 690-3378

**EXHIBIT "B"**

Barron Road Right-of-Way Addition  
Leschper Parcel  
Robert Stevenson League  
College Station, Texas  
24 October 2000

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 2.490 acre tract, that 1.21 acre tract and that 3.89 acre tract conveyed to Lance R. Leschper and wife, Karen R. Leschper by deeds recorded in Volume 3387, Page 141, Volume 1374, Page 236 and Volume 1589, Page 73 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with a red plastic cap stamped "M. McClure RPLS 2859" found in the northwest line of Barron Road at the most southerly corner of the said Leschper 2.490 acre tract, which is also a corner of that 93.543 acre tract conveyed to Edward Froehling by deed recorded in Volume 3162, Page 199 of the Official Records of Brazos County, Texas,

Thence N 48° 23' 28" W – 15.92 feet along the line between the said Leschper tract and the said Froehling tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the most westerly corner of this tract;

Thence N 41° 49' 59" E – 686.19 feet through the said Leschper tracts to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the beginning of a tangent curve to the left (R=25');

Thence continuing through the said Leschper 3.89 acre tract along the arc of said curve, through a central angle of 91° 59' 40" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the end of said curve in the southwest line of Alexandria Avenue according to plat of Alexandria Subdivision Phase One recorded in Volume 3630, Page 217 of the Official Records of Brazos County, Texas;

Thence along the arc of a clockwise curve in the southwest line of Alexandria Avenue (R=970.00'), through a central angle of 0° 44' 31", the chord of which bears S 49° 47' 25" E – 12.56 feet to a ½" iron rod with a red plastic cap stamped "M. McClure RPLS 2859" found at the beginning of a curve to the right (R=25');

Thence along the arc of said curve to the right, through a central angle of 90° 29' 47", the chord of which bears S 4° 10' 16" E – 35.51 feet to a ½" iron rod with a red plastic cap stamped "M. McClure RPLS 2859" found at the end of said curve in the northwest line of Barron Road;

Thence S 41° 10' 05" W – 94.29 feet along the northwest line of Barron Road and the southeast line of the said Leschper 3.89 acre tract to the common corner of said 3.89 acre tract and the said Leschper 1.21 acre tract;

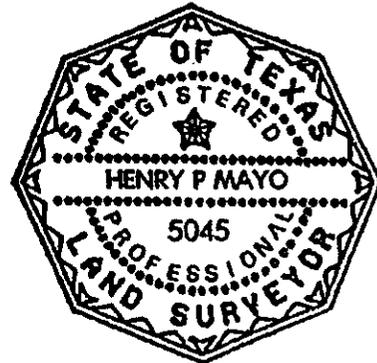
Thence S 41° 13' 08" W – 248.56 feet continuing along the northwest line of Barron Road and the southeast line of the said Leschper 1.21 acre tract to a ½" iron rod found at the common corner of the said 1.21 acre tract and the said 2.490 acre tract;

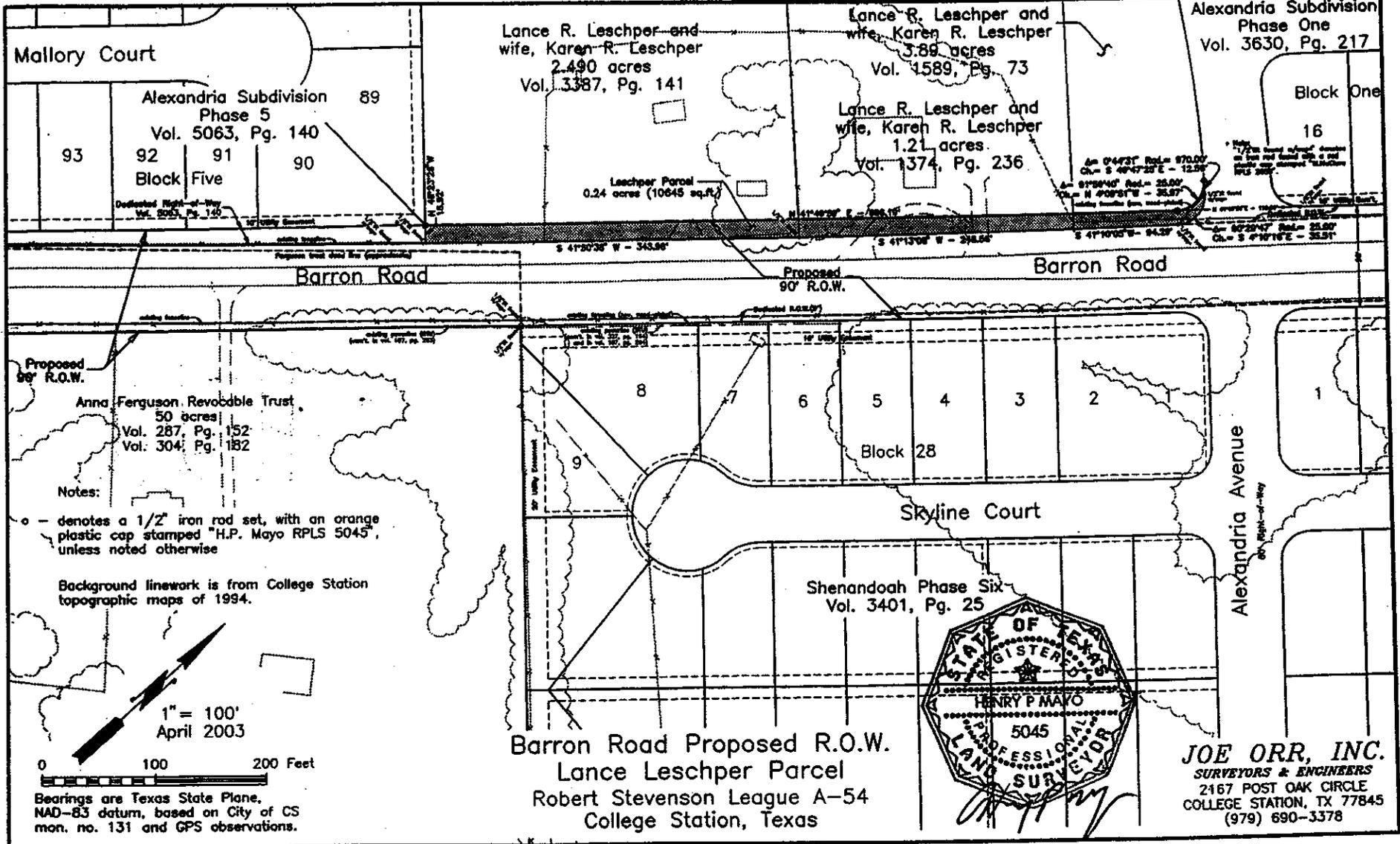
Thence S 41° 50' 38" W – 343.98 feet continuing along the line between Barron Road and the said Leschper 2.490 acre tract to the Point of Beginning and containing 0.24 acres (10,645 square feet) of land more or less.

Surveyed in January and October, 2000. Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations from City of College Station 1994 control monuments. For a more detailed description of this tract, see the plat prepared by Joe Orr, Inc, dated 23 October, 2000.

*Henry P Mayo*  
*10.24.00*

Henry P Mayo, RPLS No. 5045





**EXHIBIT 'B'**

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

**EXHIBIT "C"**

**GENERAL 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:**

***INSERT PROPERTY DESCRIPTION***

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

***INSERT RESERVATIONS AND EXCEPTIONS TO TITLE***

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. GRANTORS bind GRANTORS and GRANTORS' heirs, executors and administrators, 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, except as to the reservations from and exceptions to conveyance and warranty.

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

THE STATE OF TEXAS    )  
                                  )    ACKNOWLEDGMENT  
COUNTY OF BRAZOS    )

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
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