

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between MACHINE WORKS, INC. a Texas corporation ("SELLER"), 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 SELLER agrees to sell and convey and BUYER agrees to purchase and pay for the following interests in and improvements located on the PROPERTY described in this Article I, together with all and singular the rights and appurtenances pertaining to the PROPERTY including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way and right of ingress and egress, together with SELLER's interest in any improvements and fixtures specified hereinbelow and situated on and attached to the PROPERTY for the consideration and subject to the terms, provisions, and conditions set forth herein:

- (a) an exclusive public utility easement encompassing a 0.21 acre tract or parcel of land, lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, said 0.21 acre tract or parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("PROPERTY A"),
- (b) a 40-foot wide temporary construction easement consisting of a 0.26 acre tract or parcel of land, lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, said 0.26 acre tract or parcel of land being 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. The Temporary Construction Easement will be released within thirty (30) days of final completion of the construction.
- (c) a temporary construction easement consisting of an area of 50 feet in width around the perimeter of the building footprint of the building to be demolished located on all that certain lot, tract or parcel of land lying and being situated in Brazos County,

Texas, and being Tract 1, AMTEX SUBDIVISION, PHASE I, an addition to the City of Bryan, Texas, according to plat recorded in Volume 495, Page 449, Deed records of Brazos County, Texas ("PROPERTY C"). The Temporary Construction Easement will be released within thirty (30) days of demolition of the office building and removal of the construction debris.

(d) a 3100 sq. ft. freestanding office building, fencing, concrete drive, concrete parking and light standards located on the PROPERTY in this Article 1.

1.2 This Contract by BUYER to purchase the foregoing interests in PROPERTY A, PROPERTY B and PROPERTY C (collectively referred to herein as 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.

1.3 BUYER has requested Brazos County Abstract Company to 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 SELLER 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 SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is 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 SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.4 (a) BUYER, has provided at its expense, 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 reflects any encroachments onto or by PROPERTY A and PROPERTY B onto adjoining properties. Any Reviewable Matter to which BUYER does not object within 30 days after this contract has been approved by the City Council of the City of College Station shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is 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 SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER 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 descriptions for PROPERTY A and PROPERTY B, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the Public Utility and Temporary Construction Easement.

1.5 SELLER represents that SELLER has paid the general real estate taxes on the PROPERTY A for the year 2003 and will provide a tax certificate or other certified proof of payment from the Brazos County Appraisal District on or before closing. SELLER alone shall be liable for any taxes assessed and levied resulting from any change in use of the PROPERTY.

1.6 The sale of PROPERTY A and temporary use of PROPERTY B and C shall be made by Public Utility and Temporary Construction Easement documents from SELLER to BUYER in the form prepared by BUYER attached hereto, respectively, as Exhibit "C".

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$158,000.00); provided, however, that if SELLER deletes the warranty and representation in 3.1(h) of this contract of sale the purchase price shall be reduced by \$1,000.00. The purchase price for said PROPERTY shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any

natural or artificial conditions upon PROPERTY or any significant adverse fact or condition relating to PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation other than that of BUYER or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity other than BUYER.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains 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, SELLER 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 has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

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

(g) If SELLER obtains 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, SELLER 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.

(h) SELLER has no knowledge that the PROPERTY contains any environmental hazard.

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

(j) To the best of SELLER's 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.

- (k) SELLER has paid the 2003 property taxes on the PROPERTY.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER 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 SELLER 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 forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

- (a) Deliver to BUYER the duly executed and acknowledged Public Utility and Temporary Construction Easement prepared by BUYER conveying good and marketable 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 SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver to BUYER the duly executed and acknowledged Public Utility and Temporary Construction Easements in the form prepared by BUYER attached as Exhibits C and D hereto.

(c) Deliver possession of the PROPERTY 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 easement interest in PROPERTY A and

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 for the year 2003 and prior years, if any is due.

(f) Pay the certificates or reports of ad valorem taxes.

(g) Pay the Seller's expenses and attorney fees.

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

(a) Pay the purchase price.

(b) Pay the escrow fees.

(c) Prepare, at its cost, the Public Utility and Temporary Construction Easement documents.

(d) Pay the title insurance.

(e) Pay the costs to obtain, deliver and record all documents.

(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

6.1 The Temporary Construction Easement shall terminate upon completion of demolition work and removal of construction debris.

6.2 BUYER will repair damage resulting from BUYER's construction project on PROPERTY B and C to the existing parking area, driveway, chain link fence and regrade and reseed or resod the building site to equal or better condition as existed prior to the demolition and removal of the improvements on PROPERTY B and C.

6.3 BUYER will demolish the 3100 sq. ft. freestanding office building located on the PROPERTY described in Article 1 within twelve (12) months of closing.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails 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 SELLER; and/or
- (c) Terminate this contract and initiate condemnation proceedings. In such instance, the parties hereto agree to stipulate that the fair market value of the PROPERTY is the contract price herein. Further, SELLER agrees to waive its right to contest the value at any administrative hearing and to waive its right to appeal any Commissioners' Award.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER 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 SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: MACHINE WORKS, INC,
Attn: David Allen Weber
1590B N. Harvey Mitchell Parkway
Bryan, Texas 77803
(979) 823 4238

BUYER: City of College Station
City Attorney
1101 Texas Avenue
College Station, Texas 77840
Telephone: (979) 764-3507

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.

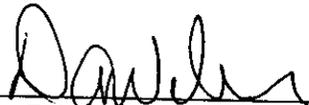
9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

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.

SELLER:

MACHINE WORKS, INC.
a Texas corporation

By: 
DAVID A. WEBER, President
Date: 22 July 04

By: 
JENNIFER R. WEBER, Secretary
Date: 22 July 04

BUYER:

CITY OF COLLEGE STATION

By: _____
RON SILVIA, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Thomas E. Brymer, City Manager
Date: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the _____ day of _____, 2004, 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

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

**Proposed Easement
Amtex Subdivision
Stephen F. Austin League No. 9
Bryan, Brazos County, Texas
11 November 2002**

All that certain tract or parcel of land lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, being an easement thirty feet (30') in width and being more particularly described as follows:

Beginning at a point in the line between the said Amtex Subdivision and the Nowasco addition to the City of Bryan according to plat of record in Volume 470, Page 871 of the Deed Records of Brazos County, Texas, N 67° 01' 21" E – 50.0 feet from a concrete right-of-way marker found at the most westerly corner of the said Amtex Subdivision.

Thence N 67° 01' 21" E – 30.00 feet along the line between the said Amtex Subdivision and the said Nowasco addition to the most northerly corner of this easement;

Thence S 22° 53' 41" E – 208.11 feet through the said Amtex Subdivision to an angle point;

Thence S 6° 54' 13" E – 85.16 feet to the line between the said Amtex Subdivision and that 6.767 acre tract conveyed to Transit Mix Concrete & Materials Company by deed recorded in Volume 1986, Page 196 of the Official Public Records of Brazos County, Texas;

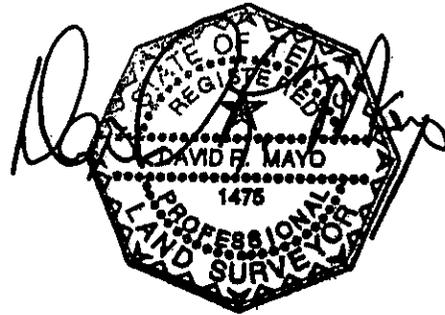
Thence S 41° 55' 12" W – 39.86 feet along the line between the said Transit Mix tract and the said Amtex Subdivision to a point in said line 50 feet from and parallel to the northeast right-of-way line of F.M. 2818;

Thence through the said Amtex Subdivision 50 feet from and parallel to the northeast right-of-way line of F.M. 2818 as follows:

N 6° 54' 13" W – 107.19 feet to an angle point;

N 22° 53' 41" W – 203.86 feet to the Point of Beginning and containing 0.21 acres of land more or less.

Bearings are TX State Plane, central zone, NAD-83 datum, based on City of College Station monument no. 107 and GPS observations.



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

**Proposed Easement
Amtex Subdivision
Stephen F. Austin League No. 9
Bryan, Brazos County, Texas
11 November 2002**

All that certain tract or parcel of land lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, being an easement thirty feet (30') in width and being more particularly described as follows:

Beginning at a point in the line between the said Amtex Subdivision and the Newsco addition to the City of Bryan according to plat of record in Volume 470, Page 871 of the Deed Records of Brazos County, Texas, N 67° 01' 21" E – 50.0 feet from a concrete right-of-way marker found at the most westerly corner of the said Amtex Subdivision.

Thence N 67° 01' 21" E – 30.00 feet along the line between the said Amtex Subdivision and the said Newsco addition to the most northerly corner of this easement;

Thence S 22° 53' 41" E – 208.11 feet through the said Amtex Subdivision to an angle point;

Thence S 6° 54' 13" E – 85.16 feet to the line between the said Amtex Subdivision and that 6.767 acre tract conveyed to Transit Mix Concrete & Materials Company by deed recorded in Volume 1986, Page 196 of the Official Public Records of Brazos County, Texas;

Thence S 41° 55' 12" W – 39.86 feet along the line between the said Transit Mix tract and the said Amtex Subdivision to a point in said line 50 feet from and parallel to the northeast right-of-way line of F.M. 2818;

Thence through the said Amtex Subdivision 50 feet from and parallel to the northeast right-of-way line of F.M. 2818 as follows:

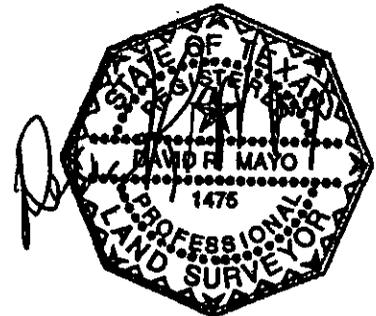
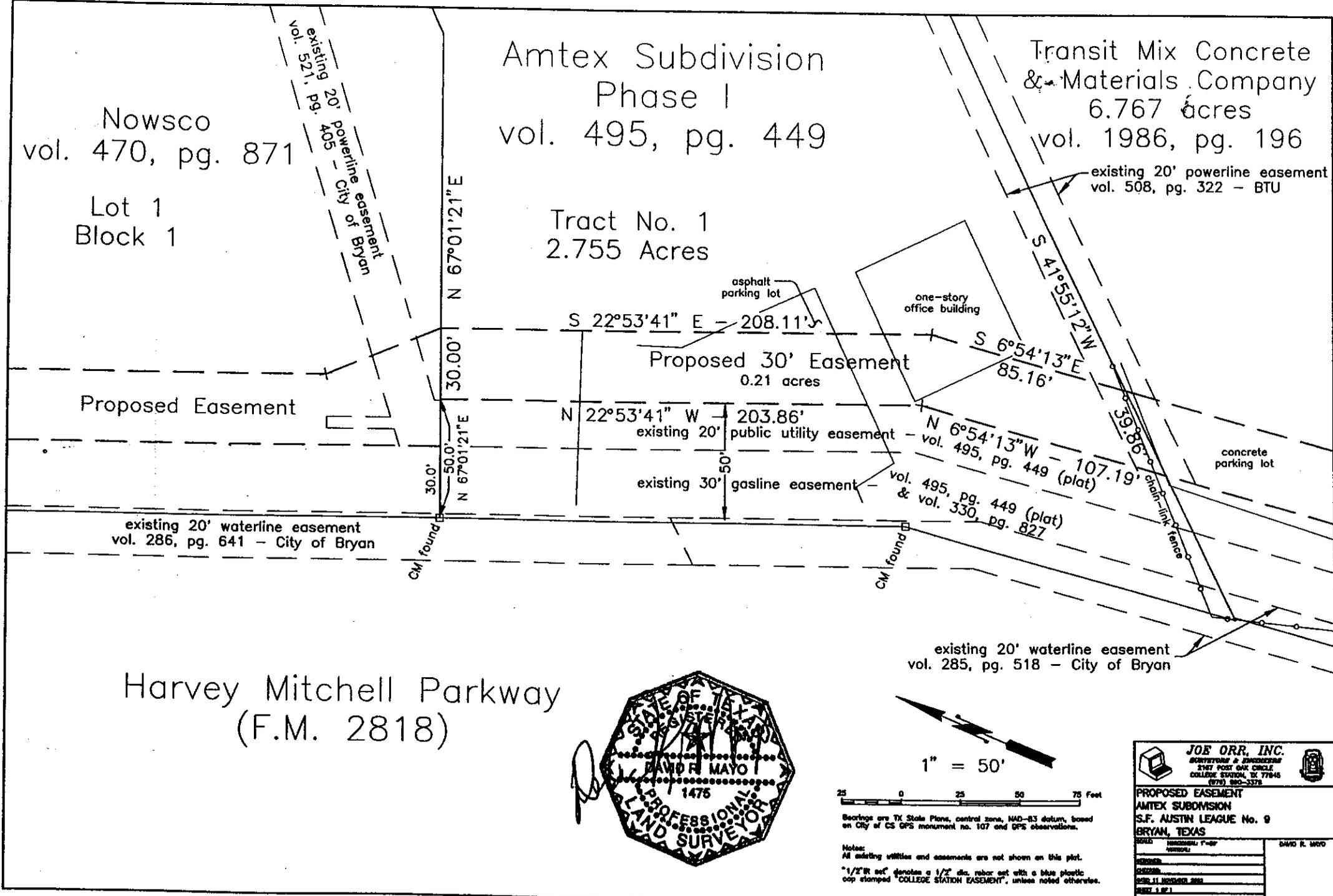
N 6° 54' 13" W – 107.19 feet to an angle point;

N 22° 53' 41" W – 203.86 feet to the Point of Beginning and containing 0.21 acres of land more or less.

Bearings are TX State Plane, central zone, NAD-83 datum, based on City of College Station monument no. 107 and GPS observations.



\\Lands Projects 3\FM2818\WIP\plan.dwg 2818E03SP 3/12/2003 1:02:43 PM, HP Color LaserJet 4600 PCL



Bearings are TX State Plane, central zone, NAD-83 datum, based on City of CS GPS monument no. 107 and GPS observations.

Notes:
All existing utilities and easements are not shown on this plat.
"1/2" R sec" denotes a 1/2" dia. rebar set with a blue plastic cap stamped "COLLEGE STATION EASEMENT", unless noted otherwise.

JOE ORR, INC.
SURVEYORS & ENGINEERS
2147 POST OAK CIRCLE
COLLEGE STATION, TX 77845
(773) 852-3373

PROPOSED EASEMENT
AMTEX SUBDIVISION
S.F. AUSTIN LEAGUE No. 9
BRYAN, TEXAS

DATE	APPROVED BY	DAVID R. MAYO
REVISION		
DATE		
DATE		

EXHIBIT A

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

Proposed Temporary Construction Easement
Amtex Subdivision
Stephen F. Austin League No. 9
Bryan, Brazos County, Texas
26 February 2003

All that certain tract or parcel of land lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, being an easement forty feet (40') in width and being more particularly described as follows:

Beginning at a point in the line between the said Amtex Subdivision and the Nowsoo addition to the City of Bryan according to plat of record in Volume 470, Page 871 of the Deed Records of Brazos County, Texas, N 67° 01' 21" E – 80.0 feet from a concrete right-of-way marker found at the most westerly corner of the said Amtex Subdivision.

Thence N 67° 01' 21" E – 40.00 feet along the line between the said Amtex Subdivision and the said Nowsoo addition to the most northerly corner of this easement;

Thence S 22° 53' 41" E – 213.79 feet through the said Amtex Subdivision, 120' northeast and parallel to the northeast right-of-way line of F.M. 2818, to an angle point;

Thence S 6° 54' 13" E – 55.79 feet, continuing parallel to the northeast right-of-way line of F.M. 2818, to the line between the said Amtex Subdivision and that 6.767 acre tract conveyed to Transit Mix Concrete & Materials Company by deed recorded in Volume 1986, Page 196 of the Official Public Records of Brazos County, Texas;

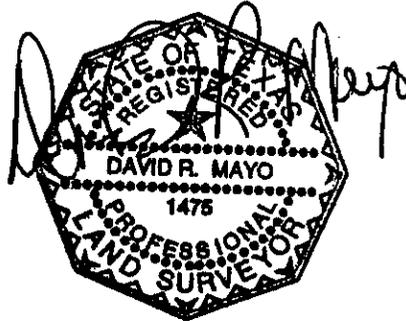
Thence S 41° 55' 12" W – 53.14 feet along the line between the said Transit Mix tract and the said Amtex Subdivision;

Thence through the said Amtex, 80' northeast and parallel to the northeast right-of-way line of F.M. 2818, as follows:

N 6° 54' 13" W – 85.16 feet to an angle point;

N 22° 53' 41" W – 208.11 feet to the Point of Beginning and containing 0.26 acres of land, more or less.

Bearings are TX State Plane, central zone, NAD-83 datum, based on City of College Station monument no. 107 and GPS observations.



4/01/2004 10:34:50 AM, HP Color LaserJet 4600 PCL 6

Nowsco
vol. 470, pg. 871

Lot 1
Block 1

existing 20' powerline easement
vol. 521, pg. 405 - City of Bryan

Amtex Subdivision
Phase I
vol. 495, pg. 449

Tract No. 1
2.755 Acres

S 22°53'41" E - 213.79'

Transit Mix Concrete
& Materials Company
6.767 acres
vol. 1986, pg. 196

existing 20' powerline easement
vol. 508, pg. 322 - BTU

Proposed Temporary Construction Easement
0.26 acres

concrete slab
parking/storage area

asphalt
parking lot

one-story
office building

N 67°01'21" E
40.00'

30.00'

30.0'

CM found

50.0'

N 67°01'21" E

N 22°53'41" W - 208.11'

existing 20' public utility easement - vol. 495, pg. 449 (plat)

existing 30' gasoline easement - vol. 495, pg. 449 (plat) & vol. 330, pg. 827

S 6°54'13" E
55.79'

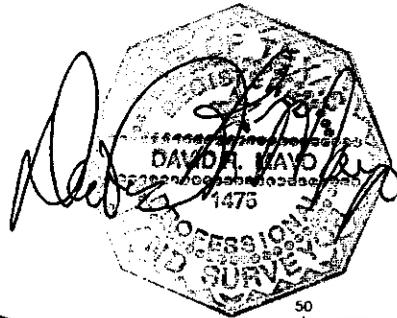
N 6°54'13" W
85.16'

S 41°55'12" W
53.14'

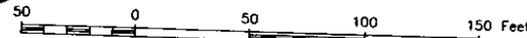
chain-link fence

existing 20' waterline easement
vol. 285, pg. 518 - City of Bryan

Harvey Mitchell Parkway
(F.M. 2818)



1" = 50'



Bearings are TX State Plane, central zone, NAD-83 datum, based on City of CS GPS monument no. 107 and GPS observations.

Notes:
All existing utilities and easements are not shown on this plat.
"1/2" IR set" denotes a 1/2" dia. rebar set with a blue plastic cap stamped "COLLEGE STATION EASEMENT", unless noted otherwise.

JOE ORR, INC. SURVEYORS & ENGINEERS 2187 POST OAK CIRCLE COLLEGE STATION, TX 77845 (979) 690-3378	
PROPOSED TEMPORARY EASEMENT AMTEX SUBDIVISION S.F. AUSTIN LEAGUE No. 9 BRYAN, TEXAS	
SCALE: HORIZONTAL: 1"=50' VERTICAL:	DAVID R. MAYO
DESIGNED:	
CHECKED:	
DATE: 11 SEPTEMBER 2003	
SHEET: 1 OF 1	
PLotted:	

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.

**PUBLIC UTILITY AND
TEMPORARY CONSTRUCTION EASEMENT**

DATE: _____, 2004

GRANTOR: MACHINE WORKS, INC., a Texas corporation

GRANTOR'S MAILING ADDRESS: 1590B N. Harvey Mitchell Parkway
(including county) Brazos County
Bryan, Texas 77803

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:

Tract One (Permanent Public Utility Easement):

All that certain 0.21 acre tract or parcel of land, lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, said 0.21 acre tract or parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Tract Two (Temporary Construction Easement):

All that certain 0.26 acre tract or parcel of land, lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of the Amtex Subdivision according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, said 0.26 acre tract or parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above-described **Tract One** more particularly described on the attached Exhibit "A" known as the "Public Utility Easement Area", and any additional area outside the Public Utility Easement

Area necessary to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Water lines, connecting lines, access facilities,
and related equipment;
Television, telephone, and communications lines;

under, upon, over, and across the said **Tract One** as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the Public Utility Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said **Tract One** shall remain the property of GRANTEE.

GRANTOR grants to GRANTEE a temporary construction easement only as to the above-described **Tract Two** more particularly described by metes and bounds on the attached Exhibit "B", known as the "Temporary Construction Easement Area", which area is necessary for the demolition of existing improvements and construction of various improvements and utilities in connection with the City of College Station Parallel Transmission Phase III Project. It being understood and agreed that any and all equipment and facilities placed upon said **Tract Two** shall remain the property of GRANTEE.

It is further understood and agreed that the temporary construction easement shall exist from the date construction begins on this project until completion of the project.

GRANTEE expressly agrees to return the Temporary Construction Easement Area to its original condition, or as close thereto as is reasonably possible.

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

GRANTOR expressly subordinates 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, if any. GRANTORS will provide GRANTEE with the names and addresses of all lenders, if any.

RESERVATIONS AND EXCEPTIONS FROM CONVEYANCE:

1. Easements as shown of record on plat of Amtex Subdivision, Phase I, recorded in Volume 495, Page 449, Deed Records of Brazos County, Texas.
2. Easement from H. J. Giroir to The City of Bryan, dated November 6, 1981, recorded in Volume 508, Page 322, Deed Records of Brazos County, Texas.
3. Mineral reservation in Deed from I. C. Cunningham, et ux to Claude E. Maurer, et ux, dated December 17, 1980, recorded in Volume 469, page 697, Deed Records of Brazos County, Texas.
4. Estate created by Oil and Gas Lease from Ruby Cunningham to Ogden Resources Corporation, dated July 25, 1991, recorded in Volume 1306, page 203, Official Records of Brazos County, Texas.

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 Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend, all

and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

MACHINE WORKS, INC.
a Texas Corporation

By: _____
DAVID A. WEBER, President

By: _____
JENNIFER R. WEBER, Secretary

APPROVED:

City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2004, by DAVID A. WEBER, President of MACHINE WORKS, INC., a Texas corporation, on behalf of said corporation.

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 JENNIFER R. WEBER, Secretary of MACHINE WORKS, 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

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.

TEMPORARY BLANKET CONSTRUCTION EASEMENT

DATE: _____, 2004

GRANTOR: MACHINE WORKS, INC., a Texas corporation

GRANTOR'S MAILING ADDRESS: 1590B N. Harvey Mitchell Parkway
(including county) Brazos County
Bryan, Texas 77803

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:

An area of Fifty Feet (50') in width around the perimeter of the building footprint of the 3100 sq. ft. freestanding office building to be demolished located on that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Tract 1, AMTEX SUBDIVISION, PHASE I, an addition to the City of Bryan, Texas, according to plat recorded in Volume 495, page 449, Deed Records of Brazos County, Texas.

ESTATE GRANTED:

1. GRANTOR does hereby grant, bargain, sell and convey unto GRANTEE, its successors and assigns, a temporary undefined or "blanket" construction easement in and to the above-described parcel of land, to enter upon the PROPERTY to demolish various improvements purchased by GRANTEE from GRANTOR situated partially thereon and remove the construction debris thereof.

This conveyance is only for the right, privilege and easement for the aforesaid purposes. GRANTOR and its successors and assigns shall have the right to use and to grant to others the right to use the easement area for any purpose which will not unreasonably interfere with the safe

and reasonable demolition of the improvements situated thereon and removal of construction debris to be made by GRANTEE herein.

GRANTEE covenants and agrees to interfere as little as possible with the normal flow of vehicular and pedestrian traffic over and upon the site, and to restore the surface of the site, whenever and wherever disturbed by GRANTEE, to as good a condition as existed at the time of such disturbance.

GRANTOR warrants the rights and interests herein described unto the GRANTEE, and its successors and assigns, and GRANTOR does hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

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

It is further understood and agreed that the temporary blanket construction easement shall exist from the date demolition of the improvements situated thereon begins until removal of all construction debris has been completed.

GRANTORS expressly subordinate all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agree 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 surface area to its original condition, or as close thereto as is reasonably possible.

It is expressly understood that the 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.

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 heirs, executors, administrators, 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.

MACHINE WORKS, INC.
a Texas Corporation

By: _____
DAVID A. WEBER, President

By: _____
JENNIFER R. WEBER, Secretary

APPROVED:

City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2004, by DAVID A. WEBER, President of MACHINE WORKS, INC., a Texas corporation, on behalf of said corporation.

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 JENNIFER R. WEBER, Secretary of MACHINE WORKS, INC., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
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