

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between BRAZOS COUNTY MOHAWK LIMITED f/k/a MOHAWK, LTD., a Texas Limited Partnership, ("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 in fee simple by General Warranty Deed, and BUYER agrees to purchase and pay for the following two (2) tracts or parcels of land:

Tract 1

All that certain 5.83 acre tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of that 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas and being more particularly described by **Exhibit "A"**, which is attached hereto and incorporated herein by reference; and

Tract 2

All that certain 1.49 acre tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of that 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas, shown on the plat of Woodway Village, Phase One recorded in Volume 422 Page 867 of the Deed Records of Brazos County, Texas as "Jones-Butler Road (Future)" and being more particularly described by **Exhibit "B"**, which is attached hereto and incorporated herein by reference.

(hereinafter referred to as "PROPERTY"), 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 (all of such real PROPERTY, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's 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.

Page 1 of 11

Contract No. 05-_____

Bg/o/group/projects/woodway park/real estate contract.doc
05/13/2005



1.2 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 ten (10) business days (the "Title Review Period") after receipt of the Title Commitment, 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 ten (10) 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.

1.3 (a) BUYER at its expense, will provide a survey of the PROPERTY and Additional Property, 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 ten (10) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER 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 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.

1.4 BUYER may at its cost order Level I Environmental Site Assessments on the Property or Additional Property. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment(s) to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER at its option may elect to provide SELLER with an

opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails 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 and ADDITIONAL 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. SELLER 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 SELLER; 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 "D"**.

1.7 The sale and conveyance of the ADDITIONAL PROPERTY as set out in Article VI shall be made by a General Warranty Deed from BRAZOS COUNTY ARAPAHO LIMITED F/K/A ARAPAHO, LTD. to BUYER in the form prepared by BUYER attached hereto as **Exhibit "E"**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY (Tracts 1 and 2, Article I) shall be the sum of EIGHTY SEVEN THOUSAND FOUR HUNDRED SEVENTY AND NO/100 DOLLARS (\$87,470.00). The purchase price 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 the PROPERTY or ADDITIONAL 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 the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY or ADDITIONAL

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 the PROPERTY or ADDITIONAL PROPERTY.

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

(d) The SELLER has no actual knowledge that the PROPERTY or ADDITIONAL PROPERTY has been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(e) 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 ADDITIONAL PROPERTY or any part thereof.

(f) 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.

(g) SELLER has no actual knowledge, without having performed any independent investigation, that the PROPERTY or ADDITIONAL PROPERTY contains any environmental hazard, endangered species or other type of physical condition that would prohibit the use of the PROPERTY or ADDITIONAL PROPERTY for municipal uses not shown on the environmental assessment.

(h) 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).

(i) 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 ADDITIONAL 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 ADDITIONAL PROPERTY, or any part thereof, or for which BUYER will be responsible.



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 and ADDITIONAL 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 on or before June 30, 2005, 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 General Warranty Deed prepared by BUYER conveying good and marketable title in the PROPERTY and ADDITIONAL 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 SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver to BUYER a duly executed General Warranty Deed for the ADDITIONAL PROPERTY pursuant to Article VI;

(c) Deliver possession of the PROPERTY and ADDITIONAL PROPERTY to BUYER.

(d) Deliver to BUYER, at SELLER's expense, a Title Policy insuring indefeasible title to the PROPERTY and ADDITIONAL PROPERTY 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.

(e) Pay one-half (1/2) of the escrow fees.

(f) Pay the title insurance policy.



- (g) Pay any and all required property taxes and prorated taxes for the year 2005.
- (h) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.
- (i) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.
- (j) Pay the costs to record all documents to cure title objections agreed to be cured by SELLER.
- (k) Pay the certificates or reports of ad valorem taxes.
- (l) Pay the SELLER's expenses and attorney fees.
- (m) Pay no more than \$1,000.00 to obtain, deliver and record mineral interest surface waiver from Ogden Resources Corporation. Should SELLER be unable to obtain said surface waiver after exercising commercially reasonable efforts, BUYER shall have the option to either close the transaction or terminate this contract and receive a refund of its earnest money deposits, if any.

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

- (a) Pay the balance of the purchase price and the below-listed closing costs.
- (b) Pay one-half (1/2) of the escrow fees.
- (c) Prepare, at its cost, the mineral surface waiver documents.
- (d) Prepare, at its cost, the General Warranty Deed conveying the PROPERTY .
- (e) Prepare, at its cost, the General Warranty Deed and any and all other instruments required to convey the Additional Property described in ARTICLE VI of this contract to BUYER.
- (f) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.
- (g) Pay the BUYER's expenses or attorney fees.
- (h) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.



(i) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI
CONDITIONS PRECEDENT AND SPECIAL CONDITIONS

6.1 The purchase of the PROPERTY (Tracts 1 and 2 described in Article I herein) is contingent upon the conveyance of the following ADDITIONAL PROPERTY, the following tracts being part of the consideration for the purchase price paid by BUYER:

ADDITIONAL PROPERTY – previously dedicated as future right-of-way for Jones Butler Road by plat

Conveyance of a 0.49 acre (more or less) tract or parcel of land owned by Brazos County Arapaho Limited f/k/a Arapaho, Ltd., lying and being situated in the Crawford Burnett League in College Station, Brazos County, Texas, being a part of that 58.30 acre tract conveyed to Arapaho, Ltd. by deed recorded in Volume 354, Page 416 of the Deed Records of Brazos County, Texas, includes a part of that tract designated "Jones-Butler Road (Future)" on the plat of Woodway Village Phase One recorded in Volume 422, Page 867 of the Deed Records of Brazos County, Texas and being more particularly described by **Exhibit "C"**, which is attached hereto and made a part hereof for all intents and purposes.

This tract was previously dedicated by plat as "future right-of-way" for Jones-Butler Road. SELLER is making this conveyance to correct any deficiency in the prior dedication by plat.

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, as BUYER's sole and exclusive remedy:

- (a) Enforce specific performance of this agreement; or
- (b) 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 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: BRAZOS COUNTY MOHAWK LIMITED
f/k/a MOHAWK, LTD., a Texas Limited Partnership
c/o Edsel G. Jones
310 University Drive East
College Station, TX 77840

BUYER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77842

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.

EXECUTED on this the 17th day of May, 2005.

SELLER:

BUYER:

BRAZOS COUNTY MOHAWK LIMITED
f/k/a MOHAWK, LTD.,
A Texas Limited Partnership

CITY OF COLLEGE STATION

BY: *Edsel G. Jones* *Brazos County*
For Mohawk, Ltd.
Printed Name: Edsel G. Jones
Title: General Partner
Date: 17 May 05

BY: _____
RON SILVIA, Mayor

Date: _____

ATTEST:

CONNIE HOOKS
City Secretary
Date: _____

cm

APPROVED:

THOMAS E. BRYMER
City Manager
Date: _____

JEFF KERSTEN
Finance and Strategic Planning Director
Date: _____

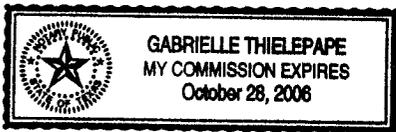
Rochanne Henick

CITY ATTORNEY
Date: 5-25-05

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 17 day of May, 2005,
by Edsel G. Jones, General Partner of BRAZOS COUNTY
MOHAWK LIMITED f/k/a MOHAWK, LTD., a Texas Limited Partnership.



Gabrielle Thielepape

NOTARY PUBLIC in and for the State of Texas

cm

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the _____ day of _____, 2005,
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

5.83 Acre Tract
 Part of Mohawk, Ltd. 47.27 Acres
 Crawford Burnett League
 College Station, Texas
 9 August 2002

All that certain tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of that 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the intersection of the northeast line of the said Mohawk 47.27 acre tract and the southeast line of that 1.654 acre tract conveyed to the City of College Station by deed recorded in Volume 3033, Page 124 of the Official Public Records of Brazos County, Texas, from which a 5/8" iron rod with a yellow plastic cap stamped "Kerr RPLS 4502" was found N 42° 01' 16" E – 54.80 feet at the most easterly corner of the said 1.654 acre tract.

Thence S 42° 01' 16" W – 499.23 feet through the said Mohawk, Ltd. 47.27 acre tract and along the southeast line of the said City of College Station 1.654 acre 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 in the northeast line of the proposed Jones-Butler Road right-of-way;

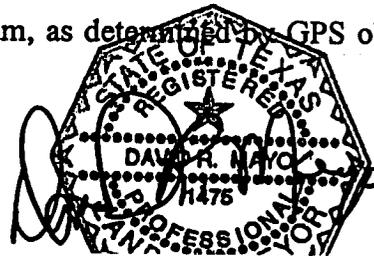
Thence S 48° 05' 58" E – 829.82 feet continuing through the said Mohawk, Ltd. tract and along the proposed northeast right-of-way line of Jones-Butler Road to the beginning of a tangent curve to the right (R=1774.66');

Thence continuing through the said Mohawk, Ltd. 47.27 acre tract along the arc of said curve through a central angle of 3° 16' 18" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of the said Mohawk, Ltd. 47.27 acre tract;

Thence N 50° 30' 48" E – 45.76 feet along the southeast line of the said Mohawk, Ltd. 47.27 acre tract to the most easterly corner of the said Mohawk, Ltd. 47.27 acre tract;

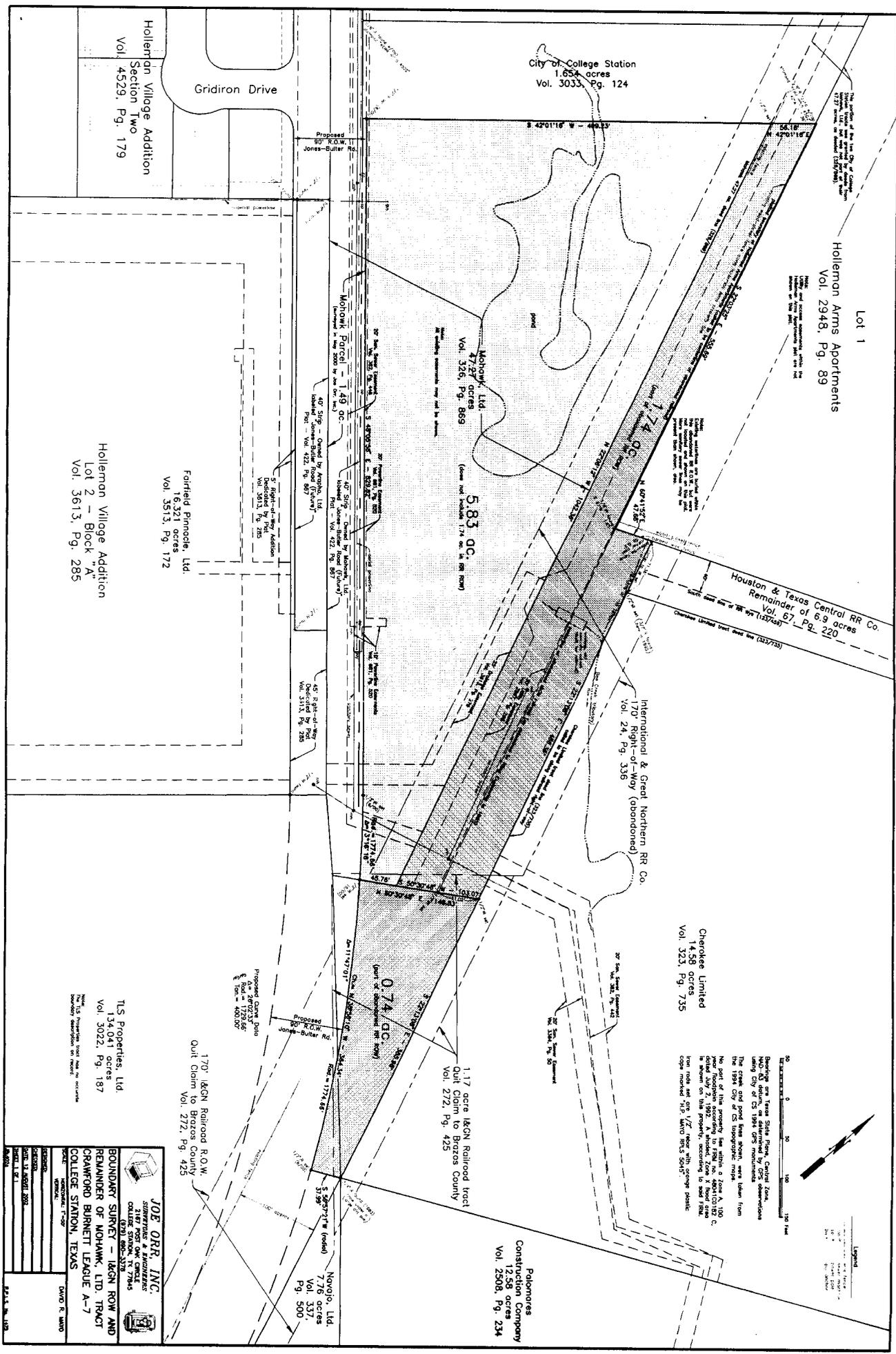
Thence N 22° 06' 12" W – 1042.36 feet along the northeast line of the said Mohawk, Ltd. 47.27 acre tract to the Point of Beginning and containing 5.83 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, as determined by GPS observations using City of CS 1994 GPS monuments.



[Handwritten signature]

"A" EXHIBIT



City of College Station
1.854 acres
Vol. 3033, Pg. 124

Hollenman Village Addition
Section Two
Vol. 4529, Pg. 179

Lot 1
Hollenman Arms Apartments
Vol. 2948, Pg. 89

Hollenman Village Addition
Lot 2 - Block "A"
Vol. 3613, Pg. 285

Fairfield Pinnacle Ltd.
16.321 acres
Vol. 3513, Pg. 172

Houston & Texas Central RR Co.
Remainder of 6.9 acres
Vol. 67, Pg. 220

Mohawk, Ltd.
77.87 acres
Vol. 326, Pg. 889

5.83 ac.
(less and included 1.74 ac. in 881 map)

International & Great Northern RR Co.
170' Right-of-Way (abandoned)
Vol. 24, Pg. 338

Cherokee Limited
14.58 acres
Vol. 323, Pg. 735

1.17 acre I&GN Railroad tract
Quit Claim to Brazos County
Vol. 272, Pg. 425

Palominos
Construction Company
12.58 acres
Vol. 2508, Pg. 234

Novorio, Ltd.
7.76 acres
Vol. 337, Pg. 500

170' I&GN Railroad R.O.W.
Quit Claim to Brazos County
Vol. 272, Pg. 425

TLS Properties, Ltd.
134.041 acres
Vol. 3022, Pg. 187

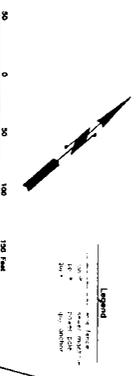
Proposed 18' R.O.W. Jones-Dutter Rd.
Area = 1724.86
Vol. 3812, Pg. 216
Area = 400.00'

JOE ORR, INC.
SURVEYORS & ENGINEERS
3182 POST OAK CIRCLE
DALLAS, TEXAS 75228
PHONE: (214) 980-3378

**BOUNDARY SURVEY - I&GN R.O.W. AND
REMAINDER OF MOHAWK, LTD. TRACT
CRANFORD BURNETT LEAGUE A-7
COLLEGE STATION, TEXAS**

DAVID R. LAND

DATE: 11/8/81



No part of this property has within a zone of 100 feet from the center line of any railroad track, as shown on this property, according to 1904 Act, Chapter 111, Section 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600.

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

Jones-Butler Road Right-of-Way
Mohawk Parcel
Crawford Burnett League
College Station, Texas
29 August 2000

All that certain tract or parcel of land lying and being situated in the Crawford Burnett League in College Station, Brazos County, Texas, being a part of that 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas, shown on the plat of Woodway Village Phase One recorded in Volume 422, Page 867 of the Deed Records of Brazos County, Texas as "Jones-Butler Road (Future)" and being more particularly described as follows;

Beginning at a 5/8" iron rod with a yellow plastic cap stamped "KERR RPLS 4502" found at the intersection of the southeast line of Holleman Drive and the southwest line of the said Mohawk, Ltd. tract, which is the most northerly corner of that 5.169 acre tract conveyed to Edsel G. Jones by deed recorded in Volume 1969, Page 40 of the Official Records of Brazos County, Texas.

Thence N 41° 54' 02" E – 40.00 feet along the southeast line of Holleman Drive to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the most northerly corner of this tract;

Thence S 48° 05' 58" E – 590.42 feet, parallel to and forty feet (40') from the northeast line of the said Edsel Jones tract, at 425.42 feet pass a 5/8" iron rod with a yellow plastic cap stamped "KERR RPLS 4502" found 0.38' right and at 468.19 feet pass another 5/8" iron rod with a yellow plastic cap stamped "KERR RPLS 4502" found 0.37' right, to the southeast line of that 1.654 acre tract conveyed to the City of College Station by deed recorded in Volume 3033, Page 124 of the Official Records of Brazos County, Texas;

Thence N 42° 01' 16" E – 5.00 feet along the southeast line of the said City of College Station 1.654 acre tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for a corner of this tract;

Thence S 48° 05' 58" E – 829.82 feet continuing through the said Mohawk, Ltd. tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the beginning of a tangent curve to the right (R=1774.66');

Thence along the arc of said curve through a central angle of $3^{\circ} 16' 18''$ to a $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the most easterly corner of this tract in the southeast line of the said Mohawk, Ltd. tract;

Thence $S 50^{\circ} 30' 48'' W - 33.80$ feet along the southeast line of the said Mohawk, Ltd. tract to the most southerly corner of the said Mohawk, Ltd. tract;

Thence $N 53^{\circ} 15' 37'' W - 96.61$ feet along the line between the said Mohawk, Ltd. tract and that 134.041 acre tract conveyed to TLS Properties, Ltd. by deed recorded in Volume 3022, Page 187 of the Official Records of Brazos County, Texas, to the most easterly corner of Holleman Village Addition described by plat recorded in Volume 3613, Page 285 of the Official Records of Brazos County, Texas;

Thence $N 48^{\circ} 05' 58'' W - 1420.25$ feet along the southwest line of the said Mohawk, Ltd. tract, at 730.25' pass a $\frac{5}{8}$ " iron rod found at the most easterly corner of the said Edsel Jones tract, to the Point of Beginning and containing 1.49 acres of land more or less.

Bearings are Texas State Plane, Central Zone, as determined by GPS observations using City of CS 1994 GPS monuments.



A handwritten signature in black ink, appearing to be "M" followed by a horizontal line.

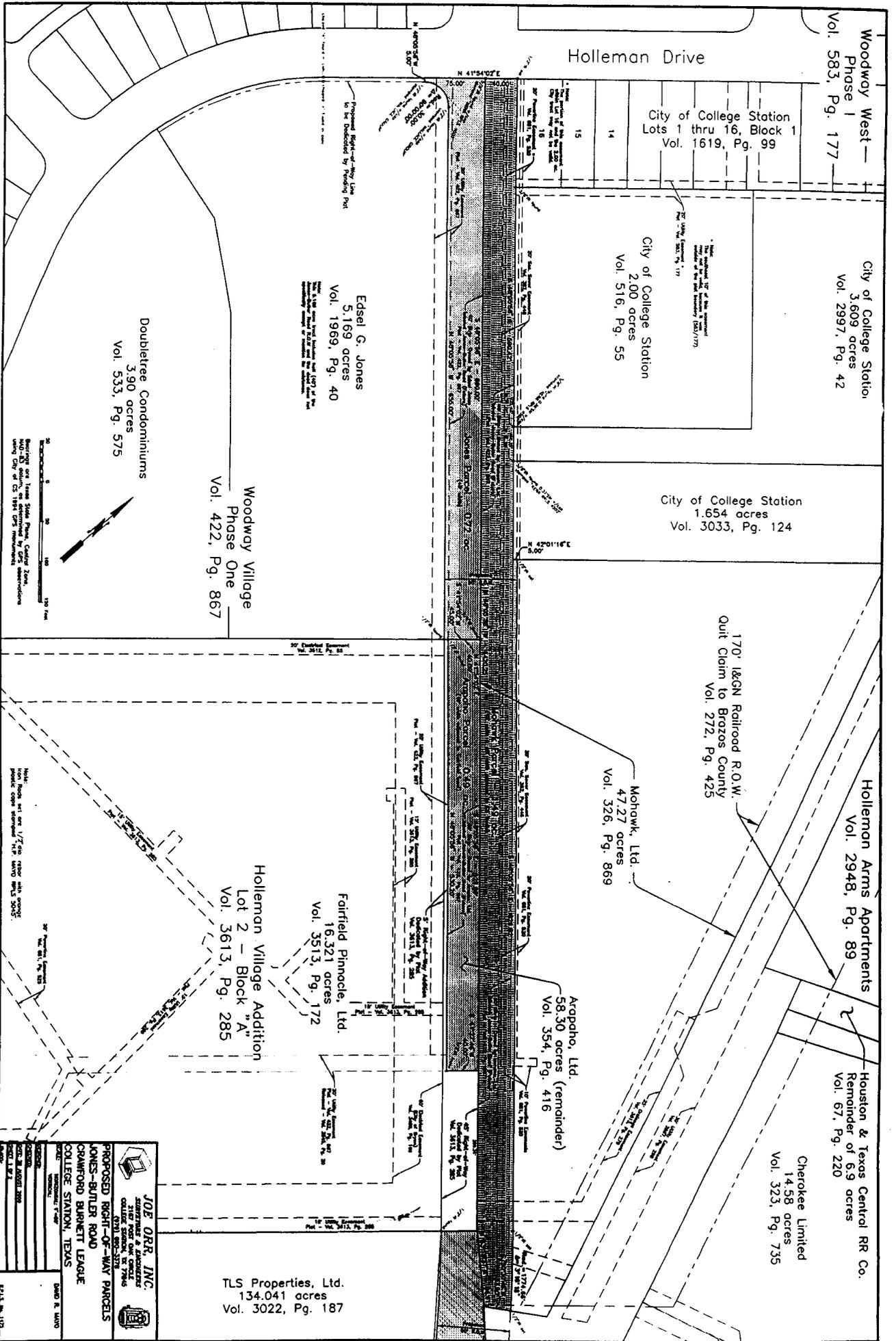


EXHIBIT B

[Handwritten signature]

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

Jones-Butler Road Right-of-Way
Arapaho Parcel
Crawford Burnett League
College Station, Texas
30 August 2000

All that certain tract or parcel of land lying and being situated in the Crawford Burnett League in College Station, Brazos County, Texas, being a part of that 58.30 acre tract conveyed to Arapaho, Ltd. by deed recorded in Volume 354, Page 416 of the Deed Records of Brazos County, Texas, includes a part of that tract designated "Jones-Butler Road (Future)" on the plat of Woodway Village Phase One recorded in Volume 422, Page 867 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod found in the line between the said Arapaho tract and the 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas, at the most easterly corner of that 5.169 acre tract conveyed to Edsel G. Jones by deed recorded in Volume 1969, Page 40 of the Official Records of Brazos County, Texas.

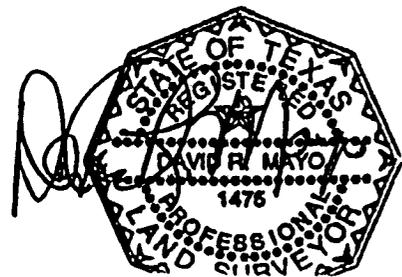
Thence S 48° 05' 58" E – 529.89 feet along the line between the said Arapaho tract and the said Mohawk tract to the most easterly corner of the said Woodway Village Phase One;

Thence S 41° 27' 46" W – 40.00 feet along the southeast line of the said Woodway Village Phase One to a 1/2" iron rod found at an inside corner of Holleman Village Addition as described by plat recorded in Volume 3613, Page 285 of the Official Records of Brazos County, Texas;

Thence N 48° 05' 58" W – 530.20 feet along the northeast line of the said Holleman Village Addition to a 1/2" iron rod found at the most northerly corner of same in the southeast line of the said Jones tract;

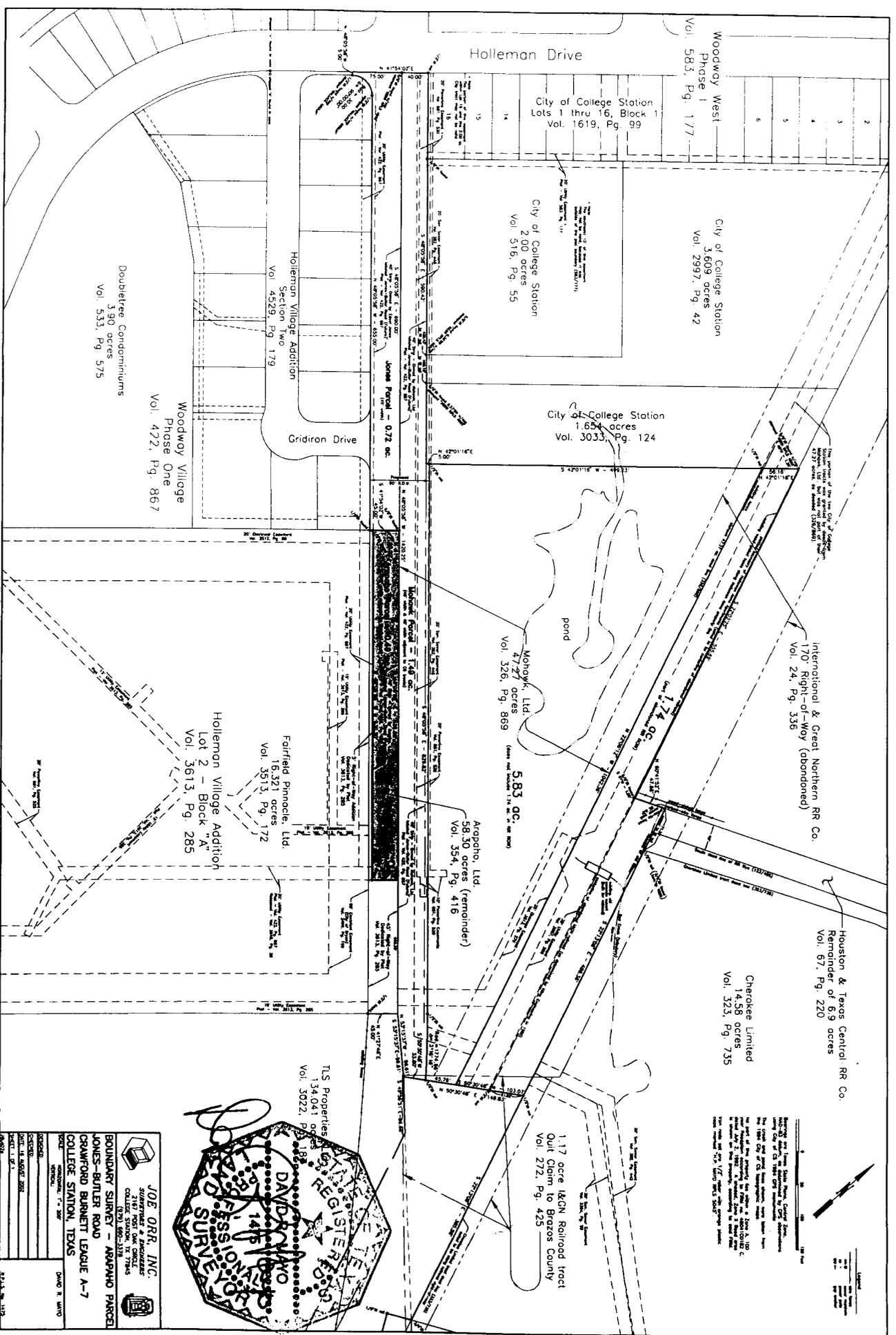
Thence N 41° 54' 02" E – 40.00 feet along the southeast line of the said Jones tract to the Point of Beginning and containing 0.49 acres of land more or less.

Bearings are Texas State Plane, Central Zone, as determined by GPS observations using City of CS 1994 GPS monuments.



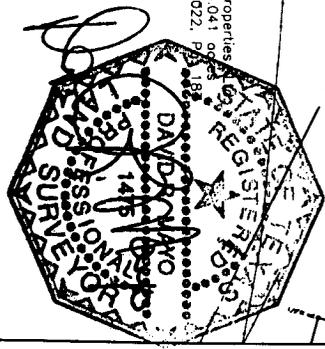
"C" LIBHX3

Handwritten signature



Bearings and Lengths Shown, Closing Adjustment
 Made by the City of College Station
 The 1984 City of College Station Plat
 No. 1000 of the 1984 City of College Station
 is hereby corrected by this plat to read
 as follows:

LINE	BEARING	LENGTH
1	N 89° 15' 00" E	100.00
2	S 89° 15' 00" E	100.00
3	S 00° 00' 00" E	100.00
4	N 89° 15' 00" W	100.00



JOE ORR, INC.
 SURVEYING & ENGINEERS
 COLLEGE STATION, TX 77845
 (713) 865-3378

BOUNDARY SURVEY - ARAYAO PARCEL
 JONES-BUTLER ROAD
 CRAWFORD BURNETT LEAGUE A-7
 COLLEGE STATION, TEXAS

DATE: 11/18/2022
 DRAWN BY: SAUD

TLS Properties
 134.041 acres
 Vol. 5022, P. 185

1.17 acre I&CN Railroad tract
 Quit Claim to Brazos County
 Vol. 272, Pg. 425

Cherokee Limited
 14.38 acres
 Vol. 323, Pg. 735

Houston & Texas Central RR Co.
 Remainder of 6.9 acres
 Vol. 67, Pg. 220

International & Great Northern RR Co.
 170' Right-of-Way (abandoned)
 Vol. 24, Pg. 336

Monow, Ltd.
 47.27 acres
 Vol. 326, Pg. 869

Apopho, Ltd.
 58.30 acres (remainder)
 Vol. 354, Pg. 416

Fairfield Pinnacle, Ltd.
 16.321 acres
 Vol. 3513, Pg. 172

Holleman Village Addition
 Lot 2 - Block "A"
 Vol. 3613, Pg. 285

Doubletree Condominiums
 3.90 acres
 Vol. 533, Pg. 575

Woodway Village
 Phase One
 Vol. 422, Pg. 867

Holleman Village Addition
 Section Two
 Vol. 4529, Pg. 179

City of College Station
 2.00 acres
 Vol. 516, Pg. 55

City of College Station
 1.654 acres
 Vol. 3033, Pg. 124

City of College Station
 3.609 acres
 Vol. 2997, Pg. 42

Woodway West
 Phase 1
 Vol. 583, Pg. 177

City of College Station
 Lots 1 thru 16, Block 1
 Vol. 1619, Pg. 99

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.

GENERAL WARRANTY DEED

DATE: _____, 2005

GRANTOR: BRAZOS COUNTY MOHAWK LIMITED
Formerly known as MOHAWK, LTD.

GRANTOR'S MAILING ADDRESS: 310 University Drive East
(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.

Page 1

*Bg/legal...group(o)/projects/woodway park/gwdeed-mohawk.doc
05/13/2005*

EXHIBIT D



PROPERTY:

Tract 1

All that certain 5.83 acre tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of that 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas and being more particularly described by **Exhibit "A"**, which is attached hereto and incorporated herein by reference; and

Tract 2

All that certain 1.49 acre tract or parcel of land lying and being situated in the Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, being a part of that 47.27 acre tract conveyed to Mohawk, Ltd. by deed recorded in Volume 326, Page 869 of the Deed Records of Brazos County, Texas, shown on the plat of Woodway Village, Phase One recorded in Volume 422 Page 867 of the Deed Records of Brazos County, Texas as "Jones-Butler Road (Future)" and being more particularly described by **Exhibit "B"**, which is attached hereto and incorporated herein by reference.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

INSERT APPLICABLE RESERVATIONS AND EXCEPTIONS

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS 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. GRANTOR binds GRANTOR and GRANTOR's 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.

Page 2

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

BRAZOS COUNTY MOHAWK LIMITED
Formerly known as MOHAWK, LTD.

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____,
2005, by _____, _____ of BRAZOS COUNTY MOHAWK
LIMITED, formerly known as MOHAWK, LTD.

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.

GENERAL WARRANTY DEED

DATE: _____, 2005

GRANTOR: BRAZOS COUNTY ARAPAHO LIMITED
Formerly known as ARAPAHO, LTD.

GRANTOR'S MAILING ADDRESS: 310 University Drive East
(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.

Page 1

*Bg/legal...group(o)/projects/woodway park/gwdeed-ARAPAHO.doc
05/13/2005*

EXHIBIT E



PROPERTY:

All that certain 0.49 acre (more or less) tract or parcel of land owned by Brazos County Arapaho Limited f/k/a Arapaho, Ltd., lying and being situated in the Crawford Burnett League in College Station, Brazos County, Texas, being a part of that 58.30 acre tract conveyed to Arapaho, Ltd. by deed recorded in Volume 354, Page 416 of the Deed Records of Brazos County, Texas, includes a part of that tract designated "Jones-Butler Road (Future)" on the plat of Woodway Village Phase One recorded in Volume 422, Page 867 of the Deed Records of Brazos County, Texas and being more particularly described by **Exhibit "A"**, which is attached hereto and made a part hereof for all intents and purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

INSERT APPLICABLE RESERVATIONS AND EXCEPTIONS

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS 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. GRANTOR binds GRANTOR and GRANTOR's 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.

BRAZOS COUNTY ARAPAHO LIMITED
Formerly known as ARAPAHO, LTD.

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____,
2005, by _____, _____ of BRAZOS COUNTY ARAPAHO
LIMITED, formerly known as ARAPAHO, LTD.

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:
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