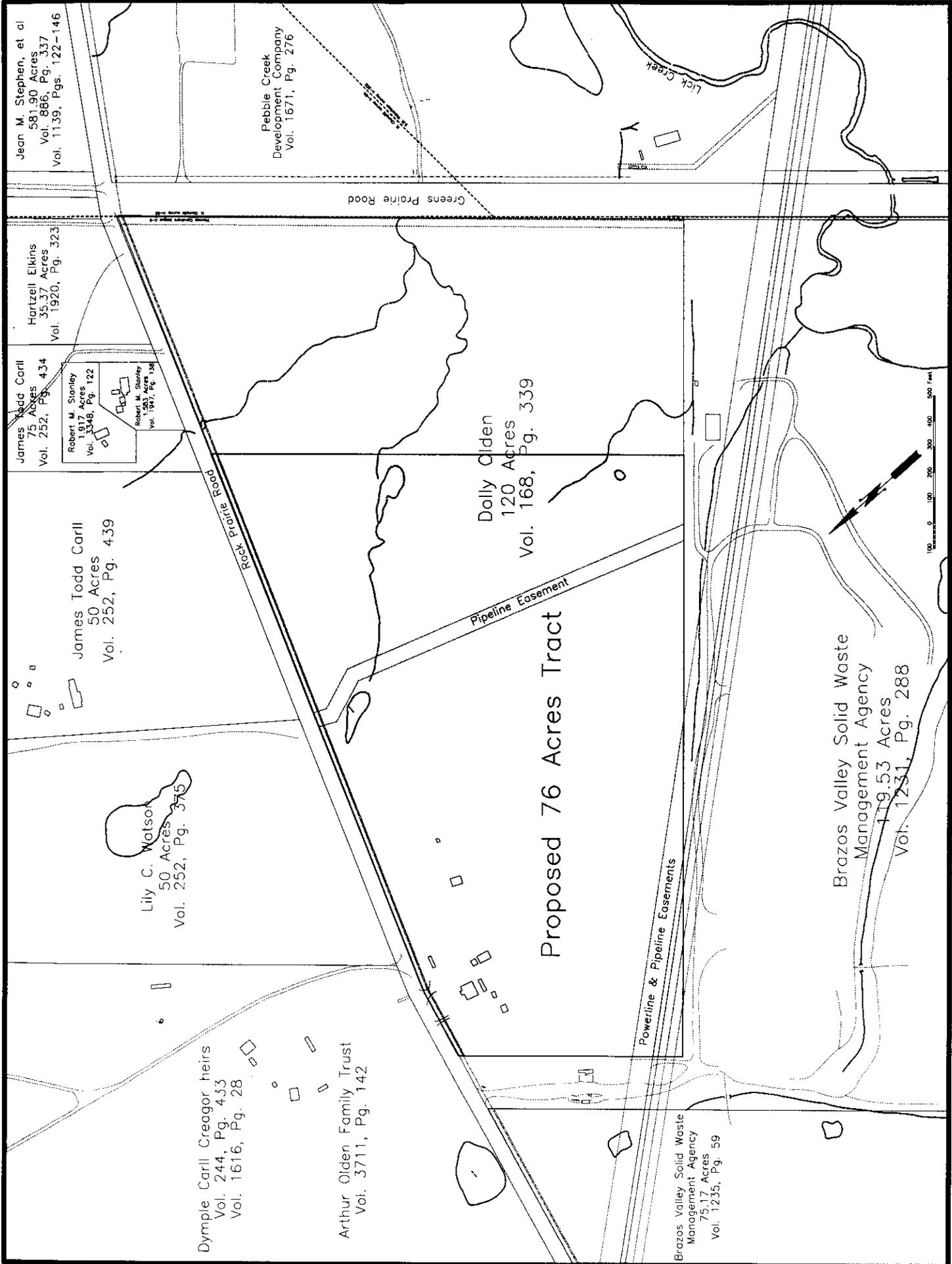


EXHIBIT "A"

PLAT TO BE REPLACED WITH
METES AND BOUNDS DESCRIPTION



Jean M. Stephen, et al
581.90 Acres
Vol. 866, Pg. 337
Vol. 1139, Pgs. 122-146

Pebble Creek
Development Company
Vol. 1671, Pg. 276

Hartzell Elkins
35.37 Acres
Vol. 1920, Pg. 323

James Todd Carll
75 Acres
Vol. 252, Pg. 434

Robert M. Stanley
1,917 Acres
Vol. 3348, Pg. 122

Robert M. Stanley
1,003 Acres
Vol. 1947, Pg. 138

James Todd Carll
50 Acres
Vol. 252, Pg. 439

Lily C. Watson
50 Acres
Vol. 252, Pg. 375

Dymple Carll Creagor heirs
50 Acres
Vol. 244, Pg. 433
Vol. 1616, Pg. 28

Arthur Olden Family Trust
Vol. 3711, Pg. 142

Dolly Olden
120 Acres
Vol. 168, Pg. 339

Proposed 76 Acres Tract

Brazos Valley Solid Waste
Management Agency
75.17 Acres
Vol. 1235, Pg. 59

Brazos Valley Solid Waste
Management Agency
119.53 Acres
Vol. 1231, Pg. 288

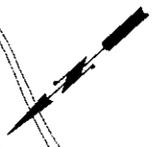


EXHIBIT "B"

GENERAL WARRANTY DEED FORM

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 "B"

GENERAL WARRANTY DEED

DATE: _____

GRANTOR: DOLLY C. OLDEN

GRANTOR'S MAILING ADDRESS: 7804 Rock Prairie Road - E
(including county) Brazos County
College Station, Texas 77845

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:

None.

*These not cured
& listed & accepted*

GRANTOR hereby reserves unto herself, her successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached Exhibit A; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of

exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property (and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface) or through the pooling of such mineral interests for the development with adjacent parcels and provided further that GRANTOR does not reserve and expressly convey to GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTOR down to the depth of two hundred fifty feet (250') from the actual surface of any portion of said tract.

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.

DOLLY C. OLDEN

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on this the _____ day of _____, 2005, by DOLLY C. OLDEN.

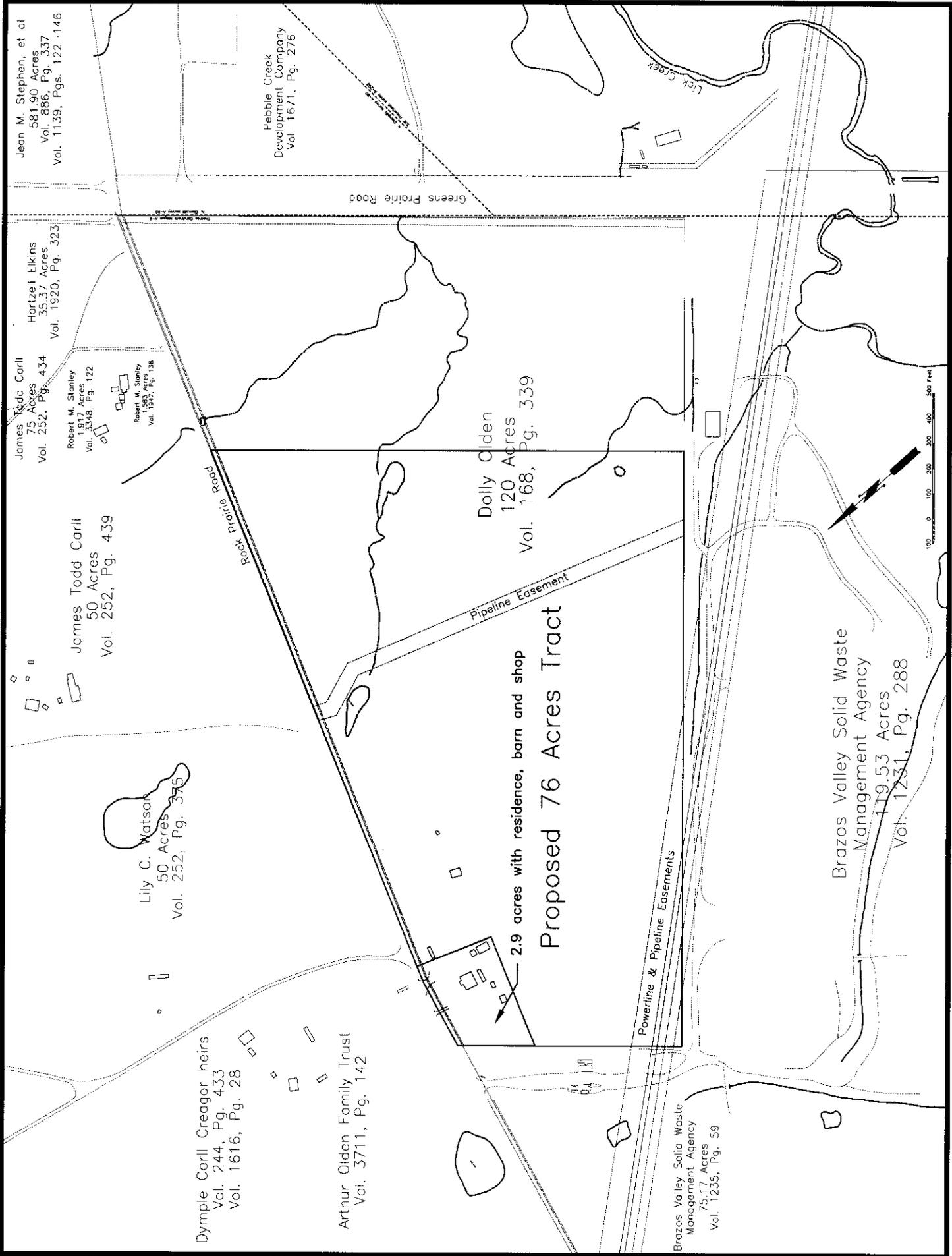
Notary Public in and for the State of Texas

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

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

EXHIBIT "C"

DIAGRAM DEPICTING AREA OF
RESIDENCE, BARN, SHOP AND 2.9 ACRES OF LAND



Jean M. Stephen, et al
581.90 Acres
Vol. 886, Pg. 337
Vol. 1139, Pgs. 122-148

Pebble Creek
Development Company
Vol. 1671, Pg. 276

James Todd Carll
75 Acres
Vol. 252, Pg. 434

Hartzell Elkins
35.37 Acres
Vol. 1920, Pg. 323

Robert M. Stanley
1,917 Acres
Vol. 3348, Pg. 122

Robert M. Stanley
1,583 Acres
Vol. 1947, Pg. 138

James Todd Carll
50 Acres
Vol. 252, Pg. 439

Lily C. Watson
50 Acres
Vol. 252, Pg. 375

Dymple Carll Creagor heirs
Vol. 244, Pg. 433
Vol. 1616, Pg. 28

Arthur Olden Family Trust
Vol. 3711, Pg. 142

Dolly Olden
120 Acres
Vol. 168, Pg. 339

2.9 acres with residence, barn and shop

Proposed 76 Acres Tract

Brazos Valley Solid Waste
Management Agency
75.17 Acres
Vol. 1235, Pg. 59

Brazos Valley Solid Waste
Management Agency
119.53 Acres
Vol. 1231, Pg. 288

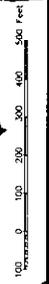


EXHIBIT "D"

LEASE

SELLER'S TEMPORARY RESIDENTIAL LEASE

1. **PARTIES:** The parties to this Lease are the **CITY OF COLLEGE STATION** (Landlord) and **DOLLY C. OLDEN** (Tenant).

2. **LEASE:** Landlord leases to Tenant the Property described in paragraph 6.3 of the Real Estate Contract between Landlord as Buyer and Dolly C. Olden as Seller, dated _____, 2005, said Property more commonly known as a 2.9 acre tract with a house, shop and barn, out of a 76 acre tract of land, more or less, being out of that certain 120 acres of land heretofore conveyed from Dymple Caril Creagor et. al. to Dolly Dymple Creagor Olden by deed dated May 2, 1955, of record in Volume 68, Page 339, Deed Records of Brazos County, Texas, lying and being situated in the Thomas Caruthers Survey, Abstract No. 9, College Station, and being generally described as the northwesterly most 76 acres out of said described 120 acre tract and to which such deed and its record and the description therein contained, reference is hereby made in aid of description and for all matters pertinent.

3. **TERM:** The term of this Lease commences on the date of closing on the sale and purchase of the Property, and terminates twelve (12) months thereafter, unless terminated earlier by reason of other provisions.

4. **RENTAL:** The rental is part of the consideration for the contract of sale and purchase between the parties dated _____, 2005.

5. **UTILITIES:** Tenant shall pay all utility charges.

7. **USE OF PROPERTY:** Tenant may use the Property only for single-family dwelling purposes. Tenant may not assign this Lease or sublet any part of the Property.

8. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the same or better condition than exists at the time of closing.

9. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of Landlord. Any improvements or fixtures placed on the Property during the Lease become the property of Landlord except as otherwise provided in the contract of sale.

10. **SPECIAL PROVISIONS:** As the prior ~~lessee~~ ^{owner} of the Property, Tenant accepts and takes the Property "as-is," with actual or imputed knowledge of all conditions and defects, which shall include but is not limited to any conditions related to paragraphs 22 and 23. Tenant hereby acknowledges that Landlord will take no remediation measures with respect to paragraphs 22 and 23 and Tenant, as prior owner, has waived any complaint or claims due to the presence of asbestos or lead-based paint.

11. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property or conduct any tests or work as necessary.

12. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules, and regulations with respect to the Property.

13. **REPAIRS AND MAINTENANCE:** Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to yard, trees and shrubs, fences unless otherwise required by the Texas Property Code. Tenant shall promptly repair, at Tenant's expense, any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than Landlord, Landlord's agents or invitees.

14. **INDEMNITY:** Tenant indemnifies Landlord from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind to persons or property sustained or claimed to have been sustained by anyone by reason of the operation, use or occupation of the Property by Tenant, whether such use is authorized or not, or by any act or omission of Tenant or any of its officers, agents, employees, guests, patrons, or invitees, and tenant shall pay for all and any damage to the Property, or loss or theft of such property, done or caused by those persons. This indemnification includes attorney's fees, costs, and expenses incurred by Landlord.

15. **HOLD HARMLESS and RELEASE:** Tenant hereby releases and holds harmless Landlord from, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this lease agreement.

16. **INSURANCE:** Tenant shall maintain insurance on the contents and Property during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT PRIOR TO CLOSING.** Possession of the Property by Seller as Tenant may change insurance policy coverage.

17. **DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.

18. **TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease. Tenant agrees to vacate the premises immediately upon termination.

19. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** per day during the period of any possession after termination as liquidated damages and not as a penalty, in addition to any other remedies to which Landlord is entitled, including but not limited to all costs associated with a forcible entry and detainer action. At any time after the termination date, without demand or notice, the Landlord may at its option enter into and upon the Property and repossess the Property, and expel Tenant and those claiming by, through, or under Tenant, and remove lessee's effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy that Landlord otherwise might be entitled to.

20. **SMOKE DETECTORS:** The Texas Property Code requires Landlord to install smoke detectors in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke detectors.

21. **SECURITY DEVICES:** Tenant agrees to pay for and install any security devices.

22. **ASBESTOS DISCLOSURE:** The Property was constructed before 1981, and presumably asbestos-containing material is present in the Property. **THIS ASBESTOS DISCLOSURE NOTICE IS A DISCLOSURE OF KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT MAY BE DESIRED. THIS NOTICE IS NOT A WARRANTY OF ANY KIND.**

23. **LEAD WARNING STATEMENT: HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURES IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.** Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

✓ _____ (Initial) Lessee has received the pamphlet *Protect your Family from Lead in Your Home*.

24. **NOTICES:** All notices under this Lease from one party to the other must be in writing and are effective when delivered by U.S. Mail postage prepaid or transmitted by facsimile machine as follows:

To Landlord:
CITY OF COLLEGE STATION
City Manager
1101 Texas Avenue
College Station, Texas 77840

To Tenant:
Dolly C. Olden

College Station, Texas 7784_

EXECUTED on this the _____ day of _____, 2005.

LANDLORD:
CITY OF COLLEGE STATION

TENANT:

BY: _____
THOMAS E. BRYMER
City Manager

DOLLY C. OLDEN, Tenant

APPROVED:

Jeff Kersten, Director of Finance
and Strategic Planning

City Attorney

EXHIBIT

ADDENDUM 1

ASBESTOS DISCLOSURE NOTICE

ADDENDUM 2

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS

This disclosure is used to warn a buyer about potential risks associated with lead-based paint. The form is based on the notice requirements of 40 C.F.R. § 745.113 (1998) and the disclosure form suggested by the Department of Housing and Urban Development; the language should not be altered without a review of the applicable regulations. The heading and text of the notice are required by the regulations to be in bold-faced type.

**Disclosure of Information on Lead-Based Paint
and/or Lead-Based Paint Hazards**

[Sales]

Seller's Name and Address:

Buyer's Name and Address:

Description of Property:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Seller (check (i) or (ii) below):

(i) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

(i) received a ten-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed Seller of Seller's obligations under 42 U.S.C. § 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X Darryl C. Olden
Seller Date

Buyer Date

Agent Date