

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between **WILLIS S. RITCHEY, WILLIS S. RITCHEY AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W. G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF JOHN DAVID RITCHEY, JOHN DAVID RITCHEY, INDIVIDUALLY, WILLIS S. RITCHEY AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W. G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF THOMAS GLENN RITCHEY, THOMAS GLENN RITCHEY, INDIVIDUALLY, AND PEGGY J. RITCHEY, INDIVIDUALLY,** ("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 Special Warranty Deed and BUYER agrees to purchase and pay for that certain 100.64 acres, more or less, lying and being situated in the Thomas Caruthers League, Abstract No. 9 and the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, more particularly described and shown on Exhibit "A" attached hereto and made a part hereof for all intents and purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including but not limited to: all of SELLER's interest in any rights of ways crossing the land described on Exhibit "A" attached hereto (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"); SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY; water rights, claims and permits, and easements, for the consideration and subject to the terms, provisions, and conditions set forth herein **SAVE AND EXCEPT** and there is hereby reserved from such conveyance all of the oil, gas and other related hydrocarbons below a depth of 250 feet, provided however SELLER agrees to waive the right to access the surface of the land for development, drilling, storing and production of such oil, gas and other minerals except as to instruments currently of record in Brazos County, Texas.. 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.

1.2 SELLER has requested Lawyers Title Company of Brazos County 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 SELLER 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

fifteen (15) 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 their election, on or before closing, attempt to cure same. In no event will SELLER expend in excess of \$2,500.00 to cure title objections. If SELLER fails to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as 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) The City of College Station, Texas, at its expense, will provide a survey of the 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 shall also note the approximate number of acres located within the 100 year floodplain. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of fifteen (15) 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 their election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as 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 Real Estate Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Real Estate Contract and shall be used in the Special Warranty Deed.

1.4 Inspection Period. BUYER shall have the right within 45 days after this contract is fully executed, at its sole cost and expense to conduct or cause to be conducted any and all tests, inspections, reviews, assessments or evaluations of the PROPERTY, including without limitation engineering, hydrology, topographic, soils, zoning, wetlands and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed

by an environmental consultant selected by BUYER), and economic feasibility and financial availability analyses (collectively, the "Inspections") as BUYER deems necessary, desirable or appropriate in order to determine whether the PROPERTY is suitable for purchase by BUYER. As used herein, the term "Phase I and/or Phase II environmental site assessments" includes Purchaser's right to perform intrusive soil sampling/investigation to the land and improvements constituting the PROPERTY. Simultaneously with the execution of this Agreement, SELLERS shall provide to BUYER, all title, survey, engineering and environmental information and other such information about the PROPERTY which SELLERS may have in their actual possession.

SELLERS shall allow BUYER, and its authorized agents, representatives, consultant and engineers, unlimited access to the PROPERTY and to other information pertaining thereto in the possession or within the control of SELLERS for the purpose of the Inspections. SELLERS shall cooperate with BUYER in facilitating the Inspections and shall use its best reasonable efforts to obtain any consents that may be necessary in order for BUYER to perform the Investigations and shall use its best efforts to secure such cooperation from existing tenants of the PROPERTY.

In the event such Inspections reveal any condition(s) which renders the PROPERTY unsuitable for purchase by BUYER, BUYER may, in its sole and absolute discretion, terminate this Agreement upon written notice to SELLERS, delivered within (5) days after the expiration of the Inspection Period. In the event BUYER terminates this Agreement pursuant to this Section, BUYER shall restore the PROPERTY to its previous condition or as close thereto as is reasonably possible immediately prior to the Inspections (which obligation shall survive the termination of this Agreement) and upon such restoration of the PROPERTY, neither party shall have any further rights or obligations hereunder except as otherwise expressly provided herein. In the event this Agreement is terminated, BUYER will return to SELLERS any and all documents and analysis obtained during the Inspection Period and BUYER agrees that it will not utilize the results of such inspection period for any other purpose.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. BUYER is exempt from any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER pursuant to §23.55 of the TEXAS TAX CODE. 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.

Buyer alone shall be liable for any taxes assessed for prior years resulting from any change in use subsequent to the conveyance Buyer.

1.6 The sale of the PROPERTY shall be made by a Special Warranty Deed from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "B" and such Special

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Warranty Deed shall contain the AS-IS WHERE-IS language as set forth on Exhibit "B" attached hereto.

**ARTICLE II
PURCHASE PRICE**

2.1 The purchase price for said PROPERTY shall be the sum of FIVE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$521,250.00), subject to any adjustments for changes in the acreage located in or out of the floodplain different from that as set forth below. The purchase price listed above has been calculated as follows:

Property lying within Flood Plain	74 acres @ \$3,000.00/acre =	\$222,000.00
Property outside of Flood Plain	<u>26.6 acres @ 11,250.00/acre =</u>	<u>\$299,250.00</u>
Total	100.6 acres	\$521,250.00

The purchase price shall be payable in full at closing.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS**

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 their obligations under this Contract.

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

(c) SELLER has no actual knowledge of any pending or threatened condemnation 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.

(d) 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 actual knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment provided by SELLERS to BUYER except the following:

Trash Dump: SELLER discloses an existing trash dump on a portion of the property in which trash from the home, farm and ranch has been deposited. SELLER will inform BUYER in writing of the location of the trash dump on the Property within seven (7) days after the effective date of this contract. Upon execution of this contract, SELLER will cease using the Property for purposes of solid waste disposal and agrees to haul any household or hazardous waste to a facility approved to accept such waste at SELLER's sole cost and expense.

(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, a 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 actual 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.

**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 **LAWYERS TITLE COMPANY OF BRAZOS COUNTY** within sixty (60) 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 Special Warranty Deed prepared by BUYER and approved by SELLER's attorney conveying good, marketable and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLERS on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at SELLERS' expense, a Title Policy insuring indefeasible title issued by **LAWYERS TITLE COMPANY OF BRAZOS COUNTY**, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

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

(e) Pay any and all required property taxes and prorated taxes for the year 2005.

(f) Pay the cost of title insurance.

(g) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.

(h) Pay the costs to record all documents to cure title objections agreed to be cured by SELLERS.

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

(j) Pay the SELLERS' expenses and attorney fees.

(k) SELLER at SELLER's expense shall provide BUYER with a release from Wellborn Special Utility District of the following easements on the Property:

1. Right of Way Easement executed by Willis S. Ritchey, Peggy J. Ritchey and Thomas Glenn Ritchey to Wellborn Special Utility District dated November 10, 1999 recorded in Vol. 3768, Page 32, Official Records of Brazos County, Texas
2. Right of Way Easement executed by John David Ritchey to Wellborn Special Utility District dated November 11, 1999, recorded in Volume 3768, Page 34, Official Records of Brazos County, Texas.

(l) Convey to BUYER, SELLER'S interest in that forty (40) foot wide access easement recorded in Volume 237, Page 27, Deed Records of Brazos County, Texas.

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

(a) Pay the balance of the purchase price.

(b) Prepare, at its cost, the Special Warranty Deed.

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

(d) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(e) Pay the costs of work required by BUYER to have the survey reflect matter other than those required under this Contract.

(f) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLERS' expense.

- (g) Pay the BUYER's expenses or attorney fees.

ARTICLE VI SPECIAL CONDITIONS

6.1 Real Estate Commission: SELLER represents that SELLER has not agreed to pay a real estate commission or brokerage fee as a result of this transaction. In the event that SELLER chooses to pay a brokerage fee or commission as a result of this transaction, then SELLER shall pay BUYER three percent (3%) of the purchase price indicated by ARTICLE II herein.

6.2 Fence: Within sixty (60) days after closing or before construction begins on the electric substation (whichever occurs first), BUYER, at BUYER's expense, shall install a fence along the northern property line (dividing the 100.6 acre tract from the balance of the Ritchey Property). Fence shall have the following specifications:

- 5 Strand 12.5 gauge American Barb Wire
- Cemented corner posts and brace posts will be treated wood with 8" tops.
- Posts to be spaced at 10' intervals.
- In-line posts shall be metal t-posts that are 6-1/2 feet in length.
- Every fifth in-line post shall be treated wood.
- 10' wide tubular metal gate at location agreed upon by SELLER and BUYER.
- Until the BUYER completes the construction of the fence, SELLER's cattle may continue to graze on the PROPERTY.

6.3 Mineral Surface Waiver: SELLER will exercise its best and continuing efforts to provide mineral surface waivers from all mineral owners on or before closing. If SELLER fails to provide mineral surface waivers, then BUYER, at BUYER's sole discretion and sole and exclusive remedy, shall have the option to cancel and void the contract or close the purchase without the surface waiver. SELLER has no liability to BUYER for SELLER'S failure to obtain the surface waiver. BUYER agrees to provide reasonable assistance to SELLER to facilitate discussions with Anadarko Petroleum Corporation.

**ARTICLE VII
BREACH BY SELLERS**

7.1 In the event SELLERS fail to fully and timely perform any of their obligations under this Contract or fail to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may as BUYER's sole and exclusive remedies:

- (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 SELLERS not being in default hereunder), SELLERS shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any, or terminate this Contract.

**ARTICLE IX
MISCELLANEOUS**

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLERS or BUYER, as the case may be, at the addresses set forth below:

SELLERS: Willis S. Ritchey
4200 E. Rock Prairie Road
College Station, Texas 77845
Telephone (for reference): 979-690-7000

With Copy to: Jay Don Watson, Attorney at Law
3000 Briarcrest Drive, Suite 600
Bryan, Texas 77802
Telephone (for reference): 979-776-9800

BUYER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77840
Telephone: 979-764-3507
Fax: 979-764-3481

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 in multiple counterparts on the dates set forth at the respective signatures.

SELLER:

Willis S. Ritchey
WILLIS S. RITCHEY

Date: 7/24/05

Willis S. Ritchey
WILLIS S. RITCHEY, AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W.G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF JOHN DAVID RITCHEY

Date: 7/24/05

Willis S. Ritchey
WILLIS S. RITCHEY, AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W.G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF THOMAS GLENN RITCHEY

Date: 7/24/05

^{DAVID}
John D. Ritchey
JOHN DAVID RITCHEY

Date: 7/26/05

Thomas Glenn Ritchey
THOMAS GLENN RITCHEY

Date: 7-26-05

Peggy J. Ritchey
PEGGY J. RITCHEY
BUYER:

Date: 7/24/05

CITY OF COLLEGE STATION

BY: _____
RON SILVIA, Mayor

Date: _____

ATTEST:

CONNIE HOOKS, City Secretary

Date: _____

APPROVED:

GLENN BROWN, Acting City Manager

Date: _____

JEFF KERSTEN
Finance and Strategic Planning Director

Date: _____



CITY ATTORNEY

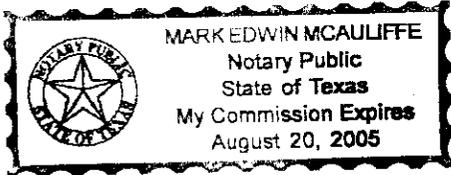
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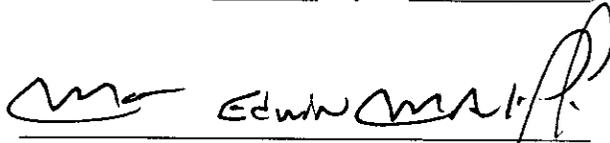
THE STATE OF TEXAS
COUNTY OF BRAZOS

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ACKNOWLEDGMENT

This instrument was acknowledged before me on the 26 day of July, 2005, by JOHN DAVID RITCHEY.



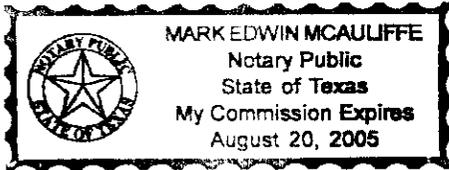

Notary Public in and for the State of Texas

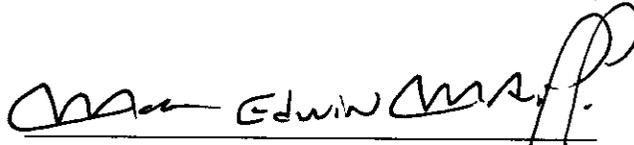
THE STATE OF TEXAS
COUNTY OF BRAZOS

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ACKNOWLEDGMENT

This instrument was acknowledged before me on the 26 day of July, 2005, by THOMAS GLENN RITCHEY.



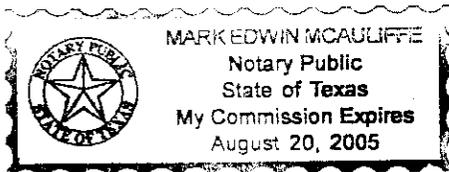

Notary Public in and for the State of Texas

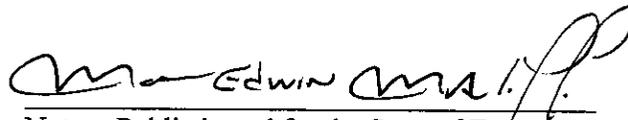
THE STATE OF TEXAS
COUNTY OF BRAZOS

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ACKNOWLEDGMENT

This instrument was acknowledged before me on the 24 day of July, 2005, by PEGGY J. RITCHEY, INDIVIDUALLY.




Notary Public in and for the State of Texas

THE STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF BRAZOS

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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

EXHIBIT "A"

Proposed Greenway Tract and Electric Sub-Station Site
W.G. Ritchey Tract
Thomas Caruthers and Robert Stevenson Leagues
College Station, Texas
April 27, 2005

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, and the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of the W.G. Ritchey 341.60 acre tract described by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod found at a common corner of the said Ritchey tract and that 78.36 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3900, Page 223 of the Official Public Records of Brazos County, Texas, in the northeast line of Barron Park Subdivision according to plat of record in Volume 939, page 209 of the Official Records of Brazos County, Texas.

Thence along the line between the said Barron Park Subdivision and the said Ritchey tract as follows:

N 54° 07' 24" W – 291.11 feet to dead tree in a fence line;
N 64° 27' 21" W – 117.03 feet to a 12" Post Oak tree in a fence line;
N 54° 53' 54" W – 24.95 feet to a 12" Post Oak tree in a fence line;
N 53° 19' 32" W – 113.87 feet to the remains of a dead tree in a fence line;
N 49° 26' 59" W – 190.11 feet to a ½" iron rod found at the common corner of Lots 1 and 3 of the said Barron Park Subdivision from which a ½" iron rod was found S 41° 10' 58" W – 690.66 feet at the common corner of Lots 1 and 2 of said Barron Park and a ½" iron rod was found S 41° 09' 19" W – 1285.96 feet in the northeast right-of-way line of State Highway No. 6 at the common corner of Lots 2 and 3 of said Barron Park;
N 49° 39' 21" W – 36.61 feet to a 10" Post Oak in a fence line;
N 47° 31' 59" W – 30.51 feet to a dead tree stump in a fence line;
N 46° 41' 31" W – 463.60 feet to a ½" iron rod found at the common corner of the said Barron Park Subdivision and that 46.50 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3310, Page 321 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod was found S 41° 28' 52" W – 1293.41 feet at the common corner of the said Barron Park Subdivision and the said City of College Station 46.60 acre tract in the northeast right-of-way line of State Highway No. 6;

Thence along the line between the said Ritchey tract and the 46.60 acre and the 1.99 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3310, Page 321 of the Official Public Records of Brazos County, Texas, as follows:

EXHIBIT "A"

N 34° 42' 14" W – 163.60 feet to an 8" Ash tree in a fence line;
N 17° 05' 02" W – 49.63 feet to an 18" Oak tree in a fence line;
N 29° 03' 53" W – 181.86 feet to a 12" Elm tree in a fence line;
N 43° 00' 21" W – 425.13 feet to a fence post;
N 53° 14' 15" W – 492.99 feet to a fence post;
N 59° 32' 06" W – 119.84 feet to a fence post;
N 68° 14' 21" W – 3.32 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for the most westerly corner of this tract;

Thence N 77° 56' 03" E – 2981.71 feet through the said Ritchey tract to a ½" iron rod found at a cross-tie fence corner at the common corner of that 19.69 acre tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas, and that 66.32 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 4443, Page 20 of the Official Public Records of Brazos County, Texas;

Thence S 48° 05' 22" E – 909.61 feet along the line between the said Ritchey tract and the said City of College Station 66.32 acre tract and continuing along the line between the said Ritchey tract and that 0.36 acre tract described in Quit Claim deed to the City of College Station, Texas, recorded in Volume 4443, Page 17 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the most easterly corner of the said Ritchey tract in the northwest line of that 75.17 acre tract conveyed to Brazos Valley Solid Waste Management Agency by deed recorded in Volume 1235, Page 59 of the Official Public Records of Brazos County, Texas, from which a sandstone rock was found N 48° W – 10.4 feet at the most southerly corner of the said City of College Station 66.32 acre tract;

Thence S 41° 45' 21" W - 137.87 feet along the line between the said Ritchey tract and the said Brazos Valley Solid Waste Management Agency 75.17 acre tract to a ½" iron rod found at the common corner of the Brazos Valley Solid Waste Management Agency tract the 45.1 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3900, Page 230 of the Official Public Records of Brazos County, Texas;

Thence S 41° 44' 29" W – 1207.97 feet along the line between the said Ritchey tract and the said City of College Station 45.1 acre tract to a 4" square concrete monument found at the common corner of the said City of College Station 45.1 acre tract and the said City of College Station 78.36 acre tract;

Thence S 41° 48' 05" W – 1086.09 feet along the line between the said Ritchey tract and the said City of College Station 78.36 acre tract to the Point of Beginning and containing 100.64 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on City of College Station, 1994 GPS control monument nos. 138 and 149.

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.

SPECIAL WARRANTY DEED

DATE: _____, 2005

GRANTOR: WILLIS S. RITCHEY, WILLIS S. RITCHEY AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W. G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF JOHN DAVID RITCHEY, JOHN DAVID RITCHEY, INDIVIDUALLY, WILLIS S. RITCHEY AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W. G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF THOMAS GLENN RITCHEY, THOMAS GLENN RITCHEY, INDIVIDUALLY, and PEGGY J. RITCHEY

GRANTORS' MAILING ADDRESS: 4200 E. Rock Prairie Road
(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:

All that certain tract or parcel of land containing 100.64 acres of land, more or less, lying and being situated in the Thomas Caruthers League, Abstract No. 9, and the Robert Stevenson League, Abstract No. 54, in College Station, Brazos

County, Texas, being a part of the W. G. Ritchey 341.60 acre tract described by deed recorded in Volume 237, Page 29, of the Deed records of Brazos County, Texas, said 100.64 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

INSERT APPLICABLE EXCEPTIONS HERE

GRANTORS hereby reserves unto themselves, their 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 GRANTORS do not reserve and expressly conveys to GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTORS down to the depth of two hundred fifty feet (250') feet from the actual surface of any portion of said tract.

GRANTORS waive all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS

FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

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 bind 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, by, through, or under us, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

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

WILLIS S. RITCHEY

PEGGY J. RITCHEY

WILLIS S. RITCHEY, AS TRUSTEE UNDER
THE INSTRUMENT STYLED "THE W.G.
RITCHEY & SYBIL D. RITCHEY TRUST"
FOR THE BENEFIT OF JOHN DAVID RITCHEY

JOHN DAVID RITCHEY

WILLIS S. RITCHEY, AS TRUSTEE UNDER
THE INSTRUMENT STYLED "THE W.G.
RITCHEY & SYBIL D. RITCHEY TRUST" FOR
THE BENEFIT OF THOMAS GLENN RITCHEY

THOMAS GLENN RITCHEY

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____,
2005, by WILLIS S. RITCHEY.

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 _____,
2005, by WILLIS S. RITCHEY, AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE
W.G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF JOHN DAVID
RITCHEY.

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 _____, 2005, by WILLIS S. RITCHEY, AS TRUSTEE UNDER THE INSTRUMENT STYLED "THE W.G. RITCHEY & SYBIL D. RITCHEY TRUST" FOR THE BENEFIT OF THOMAS GLENN RITCHEY.

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 _____, 2005, by JOHN DAVID RITCHEY.

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 _____, 2005, by THOMAS GLENN RITCHEY.

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 _____, 2005, by PEGGY J. RITCHEY.

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