

Real Estate Sales Contract

This Contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller(s): Mary Harriet Lott Travilla

Buyers: City of College Station, Texas and City of Bryan, Texas

Property: The Properties subject to this Contract and to be conveyed at Closing are the following:

(1) a fifty percent (50%) undivided interest in 47.60 acres of land situated in the Joseph T. Robinson Survey, A-390, and being all of that certain called 47.50 acre tract in Grimes County, Texas, as more completely and particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes;

(2) a fifty percent (50%) undivided interest in 40.00 acres of land situated in the Joseph T. Robinson Survey, A-390, and being all of that certain called 40 acre tract in Grimes County, Texas, as more completely and particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and,

(3) a fifty percent (50%) undivided interest in 10.00 acres of land situated in the Joseph T. Robinson Survey, A-390, and being all of that certain called 10.00 acre tract in Grimes County, Texas, as more completely and particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

Title Company: Navasota Abstract & Title Company, Inc.
Address: 210 E. Washington Avenue, Navasota, Texas 77868
Phone: 936\825-6405 Fax: 936/825-2248

Purchase Price

Total purchase price (all cash): \$156,160.00 (based on
\$3,200.00/acre for a 100% interest)

Earnest Money: \$5,000.00

Surveyor: Strong Surveying, 1673 Briarcrest Dr., Suite A102, Bryan, TX
77802

County for Performance: Grimes County, Texas

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: October 21, 2002
2. Delivery of Title Commitment: Ten days after the Effective Date.
3. Delivery of Survey: Two days after the Effective Date; the field notes are attached to this Contract in Exhibit A.
4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Ten days after the Effective Date.
5. Delivery of Title Objections: Ten days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
6. Delivery of Seller's records as specified in Exhibit E: Ten days after the Effective Date.
7. End of Inspection Period: Thirty days after the Effective Date.
8. Closing Date and Time: November 15, 2002, 2:00 p.m.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. General Warranty Deed, in form and content satisfactory to Title Company and Buyer, executed by Seller, with Seller's signature notarized.

- b. The Waiver, in form and substance identical to that in Exhibit B, executed by Seller, with Seller's signature notarized.
 - c. Notices, statements, certificates, affidavits, and evidence of Seller's authority to close this transaction as required by law or reasonably requested by the Title Company.
2. At closing, Buyer will deliver the following items:
- a. Notices, statements, certificates, affidavits, and evidence of Buyer's authority to close this transaction as required by law or reasonably requested by the Title Company.

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A "Property Description"

Exhibit B "Waiver"

Exhibit C "Limited Title Report"

Exhibit D "Seller's Representations"

Exhibit E "Seller's Records"

Exhibit F "Limited Right of Entry"

D. Purchase and Sale of Property

Subject to the terms of this Contract, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to

Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

2. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor, dated July, 2001.

3. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. and legible copies of the instruments referenced in the Title Commitment and Survey, by the deadline stated in section A.4. Buyer must deliver the survey by the deadline stated in section A.3.

4. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and on Schedule B of the Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to

cure in the Cure Notice. Notwithstanding any other provision herein, at or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit E, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.
2. *Limited Right of Entry.* Seller and Buyer have previously executed an agreement for Limited Right of Entry, a copy of which is attached hereto as Exhibit F. If, for any reason, either Buyer or Seller has not executed such an Agreement prior to the Effective Date of this Contract, Buyer and Seller agree to the terms of said Agreement by execution of this Contract.
3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period.

H. Representations

The Seller's representations stated in Exhibit D are true and correct as of the Effective Date and must be true and correct on the Closing Date.

The Buyer represents to Seller that Buyer intends to have the Property, together with other adjacent property, licensed for use as a municipal solid waste landfill and to use the Property for such purpose.

I. Condition of the Property until Closing; Cooperation; Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the Closing Date, Seller will not enter into or amend any contract that affects the Property.
2. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated other than by Buyer before closing that affects the Property.

3. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer any applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.
4. *Recording.* Buyer may file this Contract or any memorandum or notice of this Contract in the real property records of any county.

J. Termination

1. *Disposition of Earnest Money after Termination*

a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer. After return of the documents, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this

Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. *Transaction Costs*

a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain the UCC Search, and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.4.; and Seller's expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for the survey/area and boundary deletion in the Title Policy, if the deletion is requested by Buyer; the costs of the survey; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23,

subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
- (2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

e. *Brokers' Commissions.* Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this Contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* In the event of any controversy, claim, or dispute between the parties hereto; arising out of or relating to this Contract or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

M. Condemnation.

1. The parties to this Contract are aware that it may be necessary for Buyer to acquire all or a portion of the Property by commencing condemnation proceedings pursuant to Chapter 21 of the Texas Property Code. Seller acknowledges that Buyer has the right to take all or a portion of the Property pursuant to state law, and that Seller will need to be joined as defendant in such statutory condemnation proceedings so that Buyer will acquire fee simple title to the undivided interests of Seller and any third party.

2. The parties have agreed that this Contract will be controlling as to the purchase price to be paid by Buyer to acquire the fee simple interest in the Property owned by Seller.

3. If this Contract is in effect, the parties acknowledge and agree that Buyer has the right to acquire the property interests owned by Seller in the Property through a statutory condemnation proceeding.

4. Seller acknowledges that Buyer cannot legally waive its rights to condemn the Property through statutory condemnation proceedings. Nothing in this Contract shall be construed as a waiver of Buyer's right to condemn the Property through statutory condemnation proceedings. However, Buyer agrees that it will not adversely pursue condemnation of any of the title of Seller during the continuance of this Contract and if Buyer decides to terminate or

breach this Contract in order to condemn Seller's interest it will be bound, for value purposes, by the total amount in compensation to be paid Seller hereunder.

5. If Buyer pays Seller the sums set forth herein, Seller agrees to cooperate in any statutory condemnation proceedings by acceptance or waiver of service of citation, entrance of appearance(s), appearance at court hearings, signing documents such as judgments, disclaimers of interest, agreed motions and other court orders which will assist Buyer in acquiring fee simple title to the Property.

6. Buyer agrees that as to any property it determines must be acquired through condemnation proceedings and in which Seller owns an undivided interest, Seller shall be named as Condemnees in the condemnation proceedings. Seller agrees that it will not oppose or question the right of Buyer to condemn such Property and it will cooperate with and support Buyer in acquiring the Property and in obtaining the award as to damages in such taking both before the Commissioners and before the Court. In such condemnation proceedings Seller shall have the right to appeal the award into a judicial proceeding in the District Court in Grimes County having jurisdiction for the sole purpose of determining title, ownership, and proportionment of the Property being condemned and the award contained in the judgment.

7. As to any acquisition by Buyer of third parties' interest or title to property, Seller agrees that it shall not interfere with or oppose Buyer's efforts to acquire such title through condemnation litigation involving such portion of the Property. Seller agrees that it shall not take any action or assist third parties to increase the land acquisition costs of Buyer for this landfill project. Seller agrees not to oppose Buyer's right to acquire such third party's interest or property, including raising any jurisdictional complaint concerning condemnation proceedings instituted by Buyer, or contesting the amount of just compensation offered by Buyer to third parties to acquire the Property.

8. Seller is entitled to recover the net sales proceeds pursuant to this Contract if there is a closing of the real estate transaction described in this Contract. Seller is not entitled to additional compensation from Buyer if condemnation litigation is commenced by Buyer to acquire title to the Property.

If Seller sells its interest in the Property to Buyer pursuant to this Contract, Seller is not entitled to recover any condemnation proceeds or award in addition to the sales proceeds related to the Property. Seller shall not make a claim for the market value of the Property or damages to any remaining property in any condemnation proceeding initiated by Buyer to acquire title to the Property if Seller has received the total proceeds provided by this Contract for its interest in the Property. If Buyer institutes condemnation proceedings

and deposits monies into the Registry of the Court having jurisdiction over such condemnation proceedings in Grimes County, Seller shall not seek to withdraw any portion of the funds that would result in Seller being paid more than what it is entitled to for its interest in the Property.

N. Seller's Agreement To Not Oppose Siting And Permitting

So long as this Contract is in effect and following the purchase of the Property, Seller will not take any of the following actions regarding Buyer's efforts to obtain approval for the Property to become the site of a permitted Landfill:

- a. seek party status or participate in any proceedings before the TNRCC or any other governmental agency or any court for the purpose of opposing the siting of the Landfill on the Property or issuance of a permit (or amendment) for the Landfill or related facilities; and,
- b. directly or indirectly assist, encourage, fund, or otherwise support any individual, entity, or other party in opposition to the utilization of the Property as a location for a Landfill or to a permit (or amendment) for the Landfill or related facilities.

The parties understand and agree that a breach of this provision by Seller could cause very large consequential damages for Buyer, including additional hauling and disposal costs if another landfill must be used because the permit is delayed or denied. Seller acknowledges that the law may hold it to be liable for these consequential damages in the event of breach. Buyer agrees to employ reasonable efforts to mitigate those damages. However, at a minimum, Seller agrees to pay all of the increase in Buyer's costs, including costs of hearings, including all legal and consultant costs and court costs, cost of preparation for the hearings, including legal and consultant costs and costs of discovery, caused by such a breach. Seller also agrees to repay Buyer for all costs paid by Buyer for the Property under this Contract in the event of such a breach, unless such breach causes no harm or only insignificant harm. Seller's obligations under this paragraph shall survive the closing of the transaction contemplated hereby and shall remain effective during the operating life of the Landfill.

O. Notices.

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt

requested, and notices mailed in such manner shall be conclusively deemed received and effective as of two (2) days following the date it is so deposited. Mailed notices shall be addressed as set forth below, but each party may change its address by giving fifteen (15) days' written notice in accordance with this Paragraph.

To the Seller:

Mary Harriet Lott Travilla
C/o Harriet T. Reynolds
Reynolds, Smith & Winters, P.C.
P.O. Box 3668
Norfolk, Virginia 23514-3668

To the Buyer:

The City of Bryan
Attention: City Manager
P.O. Box 1000
Bryan, Texas 77805

The City of College Station
Attention: City Manager
P.O. Box 9960
College Station, Texas 77842

with a copy to:

The City of Bryan
Attention: City Attorney
P.O. Box 1000
Bryan, Texas 77805

The City of College Station
Attention: City Attorney
P.O. Box 9960
College Station, Texas 77842

Robert D. Fowler
Robert D. Fowler, P.C.
1301 West 25th Street, Suite 320
Austin, Texas 78705

P. Miscellaneous Provisions

1. If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

2. Each party hereto agrees to do all such things and take all such action, and to make, execute, and deliver such other documents and

instruments as shall be reasonably requested to carry out the provisions, intent and purposes of this Contract. Further, Seller agrees to cooperate with Buyer in any condemnation hearing deemed necessary by Buyer to quiet title to any Property purchased under this Contract by Buyer from Seller. Such cooperation by Seller shall involve no additional consideration to Seller other than the reimbursement of its out-of-pocket expenses as a result of being named a party.

3. Each of the parties hereto represents and warrants to the other that this Contract has been duly authorized by all necessary action and that this Contract constitutes and will constitute a binding obligation of each such party.

4. This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, provided, however, that no assignment of this Contract shall in any way relieve the assignor of its obligations hereunder.

5. No verbal statements by either party hereto or its representatives, whether implied or express occurring either before or after the execution of this Contract, shall be construed as having any bearing upon this Contract or any portion hereof. Except as to any separate Limited Right of Entry Agreement between the parties, this Contract evidences the complete agreement between the parties hereto and shall supersede all prior contracts, agreements, and arrangements between the parties concerning the Property. This Contract may not be amended, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

6. Paragraph headings used herein are for convenience only and are not a part of this Contract and shall not be deemed to limit or alter any provision hereof, and shall not be deemed relevant in construing this Contract.

7. Any waiver by either party shall in no way affect either party's rights to enforcement of the provisions contained in this Contract nor shall any extension or waiver be held to be an extension of time or a waiver of any prior or subsequent breach of the same or any other obligation under this Contract.

8. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Time is of the essence of each and every term, provision, covenant, and obligation of the parties under this Contract.

10. This Contract shall be deemed to be made under, and performance hereunder shall be governed by, the laws of the State of Texas.

11. All covenants, agreements, warranties and representations provided herein and attached hereto shall survive the Closing provided for herein and shall not merge in any of the deeds or other instruments or documents of conveyance provided for herein.

12. Upon request of Buyer, Seller will execute a short form memorandum of this Contract in recordable form, which may be recorded in the real estate records of Grimes County, Texas.

13. Seller shall not release any announcement or provide any information concerning this Contract or any transactions contemplated hereby. Any governmental, public, or private inquiries or requests for information shall be promptly referred to Jim Smith at the City of College Station.

14. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

SELLER

Mary Harriet Lott Travilla
Printed Name: Mary Harriet Lott Travilla
Title: 1
Date: 9/9/02

BUYER

City of College Station, Texas

By: Thomas E. Brynne
Printed Name: Thomas E. Brynne
Title: City Manager
Date: 10-17-02

City of Bryan, Texas

By: _____
Printed Name: _____
Title: _____
Date: _____

BUYER:

CITY OF COLLEGE STATION

BY: *Ron Silvia*
RON SILVIA, Mayor

Date: 11-22-02

ATTEST:

Connie Hooks
CONNIE HOOKS, City Secretary

Date: 11/22/02

APPROVED:

Thomas E Brymer
THOMAS E. BRYMER, City Manager

Date: 11-19-02

Charles Cryan
CHARLES CRYAN, Director of Fiscal Services

Date: 11/19/02

Roxanne Gremel
CITY ATTORNEY

Date: 11/20/02

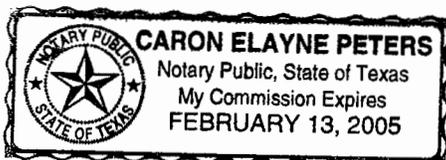
THE STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledge before me on the 22 day of November 2002, by RON SILVIA, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.



Caron Elayne Peters
NOTARY PUBLIC in and for the State of Texas

Title Company acknowledges receipt of Earnest Money in the amount of \$ 5000.00 and a copy of this Contract executed by both Buyer and Seller.

Navasota Abstract & Title Company, Inc.

By: Liz Urban
Printed Name: Liz Urban
Title: title assistant
Date: 12-6-02

REAL ESTATE SALES CONTRACT BETWEEN
MARY HARRIET LOTT TRAVILLA, SELLER,
AND THE CITY OF BRYAN, TEXAS AND
THE CITY OF COLLEGE STATION, TEXAS, BUYERS

EXHIBIT A
DESCRIPTION OF PROPERTY

As used in this Real Estate Sales Contract, the term "Property" which is subject to this Contract and will be conveyed at Closing includes the following and will be so described in the deed from Seller to Buyer.

47.60 acres, more or less, located in the Joseph T. Robinson Survey, A-390, in Grimes County, Texas, more particularly described by metes and bounds as set out on Exhibit "A" attached hereto and made a part hereof;

40.00 acres, more or less, located in the Joseph T. Robinson Survey, A-390, in Grimes County, Texas, more particularly described by metes and bounds as set out on Exhibit "A" attached hereto and made a part hereof; and,

10.00 acres, more or less, located in the Joseph T. Robinson Survey, A-390, in Grimes County, Texas, more particularly described by metes and bounds as set out on Exhibit "A" attached hereto and made a part hereof;

(the above tracts collectively referred to as the "Land"), together with all buildings, structures or other improvements located thereon or affixed thereto (the "Improvements"), and all of Grantor's right, title, and interest in and to all easements, tenements, hereditaments, privileges, and appurtenances in any way belonging to the Land or Improvements, including, without limitation, (i) any land to the midpoint of the bed of any highway, street, road, or avenue, open or proposed, in front of, abutting, or adjoining the Land, (ii) any land lying in or under the bed of any creek, stream, bayou, or river running through, abutting, or adjacent to the Land, (iii) any riparian, appropriative, or other water rights of Grantor appurtenant to the Land and relating to surface or subsurface waters, (iv) any strips, gores, or pieces of property abutting, bounding, or which are adjacent or contiguous to the Land, and (v) all easements, rights-of-way, rights of ingress or egress, and reversionary interests benefiting the Land (all such Land, Improvements, easements, and other appurtenant rights being herein referred to collectively as the "Property").

EXHIBIT "A"
TRACT 6
47.60 ACRES
ALL OF A CALLED 47.5 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 673, PAGE 672
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 47.60 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 47.5 acre tract of land described in deed to Harold B. Trant, et al. recorded in Volume 673, Page 672 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 47.60 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Trant called 47.5 acre tract and the calculated southeast corner of a called 10 acre tract as described in deed to Sam B. Wilson, et al. recorded in Volume 88, Page 429 (O./D.R.G.C.T.), same being a point in the calculated most westerly south line of said Joseph T. Robinson Survey, A-390 and in the calculated north line of a called 10 acre tract as described in deed to S. Keller, et al. recorded in Volume 49, Page 237 (O./D.R.G.C.T.) and of the George Mason Survey, A-342;

THENCE, N 01 ° 09 ' 42 " W, along the calculated line common to said Trant called 47.5 acre tract and said Wilson called 10 acre tract, and continuing with said calculated line common to the Trant called 47.5 acre tract and with a called 6.25 acre tract as described in a deed to Harold B. Trant recorded in said Volume 673, Page 672, across and through said Joseph T. Robinson Survey, A-390, a distance of 3277.80 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Trant called 47.5 acre tract of land and the calculated northeast corner of said Trant called 6.25 acre tract, same being a point in the calculated south line of a called 20 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 52, Page 391 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Trant called 47.5 acre tract and said Trant called 20 acre tract, and continuing with said line common to the Trant called 47.5 acre tract and to a called 14.81 acre tract being Lot 4, Subdivision of Lot 4, Prew Stuckey Estate according to the plat of record in Volume 118, Page 351 (O./D.R.G.C.T.), and as described in deed to Harold B. Trant, et al. recorded in said Volume 673, Page 672 (O./D.R.G.C.T.), continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 632.53 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Trant called 47.5 acre tract of land, same being the calculated northwest corner of a 3.6 acre remainder of a called 9.6 tract as described in deed to Fred Wilhelm recorded in Volume 96, Page 108 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Trant called 47.5 acre tract and said Wilhelm 3.6 acre remainder tract, continuing with said calculated line common to said Trant called 47.5 acre tract and a called 6 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672, then continuing with said calculated line common to said Trant called 47.5 acre tract and a called 40 acre tract as described in deed to Royal and Jeff Lott recorded in Volume 67, Page 584 (O./D.R.G.C.T.), and continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 3277.80 feet to a 1/2" Iron Rod w/cap set for the southeast

corner at the calculated southeast corner of said Trant called 47.5 acre tract and at the calculated southwest corner of said Lott called 40 acre tract, same being the calculated northeast corner of a called 7 acre tract as described in a deed to M. Lange, et al. recorded in Volume 49, Page 238 (O./D.R.G.C.T.), same also being a point in the aforesaid calculated most westerly south line of the Joseph T. Robinson Survey, A-390 and the aforesaid calculated north line of the George Mason Survey, A-342;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Trant called 47.5 acre tract, said Lange called 7 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, and continuing along the calculated line common to said Trant called 47.5 acre tract, the aforesaid Keller called 10 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, a distance of 632.53 feet to the PLACE OF BEGINNING and containing 47.60 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.

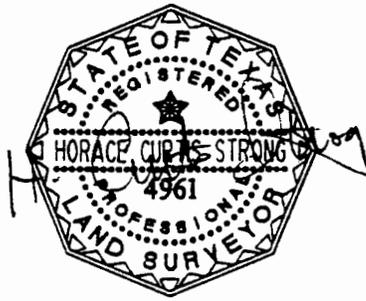


EXHIBIT "A"
TRACT 7
40.00 ACRES
ALL OF A CALLED 40 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 67, PAGE 584
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 40.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 40 acre tract of land described in deed to Royal and Jeff Lott recorded in Volume 67, Page 584 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 40.00 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Lott called 40 acre tract and the calculated southeast corner of a called 47.5 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being the calculated northeast corner of a called 7 acre tract as described in a deed to M. Lange, et al. recorded in Volume 49, Page 238 (O./D.R.G.C.T.), same also being the calculated most northerly northwest corner of a called 568.359 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.), said corner also being a point on the calculated most westerly south line of said Joseph T. Robinson Survey, A-390 and the calculated north line of the George Mason Survey, A-342;

THENCE, N 01 ° 09 ' 42 " W, along the calculated line common to said Lott called 40 acre tract and said Trant called 47.5 acre tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 2643.25 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Lott called 40 acre tract of land and the calculated southwest corner of a called 6 acre tract as described in deed to Harold B. Trant, et al. recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Lott called 40 acre tract and said Trant called 6 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.14 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Lott called 40 acre tract of land, same being the calculated southeast corner of said Trant called 6 acre tract, same also being a point in the calculated most southerly west line of a called 97 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Lott called 40 acre tract and said Trant called 97 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 2643.25 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Lott called 40 acre tract, same being a point in the calculated most easterly north line of the aforesaid Trant called 568.359 acre tract and in the aforesaid calculated most westerly south line of the Joseph T. Robinson Survey, A-390 and the aforesaid calculated north line of the George Mason Survey, A-342;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Lott called 40 acre tract, said Trant called 568.359 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, a distance of 659.14 feet to the PLACE OF BEGINNING and containing 40.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



EXHIBIT "A"
TRACT 18
10.00 ACRES
ALL OF A CALLED 10 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 867, PAGE 728
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 10.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 10 acre tract of land described in deed to Harold B. Trant, et al. recorded in Volume 867, Page 728 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 10.00 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Trant called 10 acre tract and at the calculated northwest corner of a second called 10 acre tract as described in deed to Harold B. Trant recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being a point in the calculated east line of a called 60 acre remainder tract as described in deed to R. P. Trant recorded in Volume 190, Page 483 (O./D.R.G.C.T.);

THENCE, N 01 ° 09 ' 08 " W, along the calculated line common to said Trant first called 10 acre tract and to said Trant called 60 acre remainder tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 659.97 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Trant first called 10 acre tract of land and at the calculated southwest corner of a called 8.5 acre tract as described in deed to Larue Howell Henry recorded in Volume 709, Page 137 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Trant first called 10 acre tract and said Henry called 8.5 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.78 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Trant first called 10 acre tract of land, same being the calculated northwest corner of a third called 10 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, S 01°09'34" E, along the calculated line common to said Trant first called 10 acre tract and to said Trant third called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.97 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Trant first called 10 acre tract and at the calculated southwest corner of said Trant third called 10 acre tract, same being the calculated northwest corner of a fourth called 10 acre tract as described in deed to H. B. Wilson recorded in Volume 52, Page 336 (O./D.R.G.C.T.), same also being the calculated northeast corner of the aforesaid Trant second called 10 acre tract;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Trant first called 10 acre tract and to said Trant second called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.87 feet to the PLACE OF BEGINNING and containing 10.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



REAL ESTATE SALES CONTRACT BETWEEN
MARY HARRIET LOTT TRAVILLA, SELLER
AND THE CITY OF BRYAN, TEXAS AND
THE CITY OF COLLEGE STATION, TEXAS, BUYERS

EXHIBIT B
RELEASE AND WAIVER OF CLAIMS

FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE UNDERSIGNED, ON BEHALF OF HIMSELF OR HERSELF, HIS OR HER HEIRS, SUCCESSORS, AND ASSIGNS HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES, ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION WHATSOEVER AGAINST THE CITY OF BRYAN AND THE CITY OF COLLEGE STATION AND THEIR OFFICERS, AGENTS, AND EMPLOYEES ATTRIBUTABLE TO THE SITING AND PERMITTING OF THE LANDFILL ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO CURRENT AND FUTURE CLAIMS OF INVERSE CONDEMNATION UNDER ARTICLE I, SECTION 17, OF THE TEXAS CONSTITUTION, AND CURRENT AND FUTURE COMMON-LAW CLAIMS IN TORT FOR DIMINUTION OF PROPERTY VALUES. THIS RELEASE INCLUDES ANY SUCH CLAIM, KNOWN OR UNKNOWN, TANGIBLE OR INTANGIBLE, AT LAW OR AT EQUITY. HOWEVER, IT IS EXPRESSLY AGREED THAT GRANTORS OF THIS RELEASE AND WAIVER OF CLAIMS RESERVE ANY AND ALL CLAIMS ARISING AFTER THE DATE OF THIS WAIVER AND RELATING TO THE OPERATION OF OR CONDUCT AT THE LANDFILL ON THE PROPERTY.

MARY HARRIET LOTT TRAVILLA

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2002, by
MARY HARRIET LOTT TRAVILLA.

Notary Public, State of Texas

REAL ESTATE SALES CONTRACT BETWEEN
MARY HARRIET LOTT TRAVILLA, SELL
AND THE CITY OF BRYAN, TEXAS AND
THE CITY OF COLLEGE STATION, TEXAS, BUYERS
EXHIBIT C
LIMITED TITLE REPORT

NAVASOTA ABSTRACT & TITLE, INC.

210 E. Washington Avenue
Navasota, Texas 77868

TITLE REPORT

NACI 6037-6

Effective: May 8, 2002

The State of Texas §
 §
County of Grimes §

THIS IS TO CERTIFY: That we have examined the records of the County Clerk of Grimes County, Texas, and as they are reflected in the geographically indexed title plant of Navasota Abstract and Title, Inc., as to the following property, to-wit:

47.60 acres, more or less, being all of called 47.5 acre tract located in the Joseph T. Robinson Survey A -390 Grimes County, Texas and being further described by metes and bounds as set out on Exhibit "A" attached hereto and made a part hereof.

It is our opinion that fee simple title is vested one-half (½) in Harold B. Trant subject to the terms and conditions of Final Judgement in Cause #30,384-361 dated April 16, 1991 recorded Volume 673, Page 672, Real Property Records, Grimes County, Texas. One-Half (½) is vested in Mary Harriett Lott Travilla by virtue of the will of Hattie C. Bowen.

SUBJECT TO:

- 1.) Right of Way dated March 3, 1959, executed by Harold B. Trant to Texas Telephone and Telegraph recorded in Volume 237, Page 39, Real Property Records, Grimes County, Texas, subject to the rights of holders or their assigns thereunder.
- 2.) Mineral Reservation retained in Deed dated May 19, 1955 from Mrs. Vivienne Buffington Gaines to R. P. Trant recorded in Volume 223, Page 70, Real Property Records, Grimes County, Texas, subject to the rights of holders or their assigns thereunder.
- 3.) Oil, Gas and Mineral Lease dated August 15, 1995, executed by Mary Harriett Lott Travilla to Chesapeake Operating Inc. recorded Volume 805, Page 687, Real Property records of Grimes County, Texas and being subject to the rights of holders and their assigns thereunder.
- 4.) Oil and Gas reservations and other Terms and Conditions set out in Final Judgement in Cause #30,384-361 styled Robert M. Trant Jr. et al V. Harold B. Trant, et al dated April 16, 1991 recorded Volume 673, Page 672, Real Property records, Grimes County, Texas.
- 5.) Final Judgement in Cause #30,384-361 styled Robert M. Trant Jr. et al V. Harold B. Trant, et al dated April 16, 1991 recorded Volume 673, Page 672, Real Property records, Grimes County, Texas provides that on written request a Special Warranty Deed will be obtained between parties to said Judgement.

6.) Terms, Conditions and Representations contained within the Option Contract dated October 25, 2000 executed by the Cities of Bryan/College Station and Harold B. Trant and Roscalice Trant.

7.) Failure to the subject tract to have ingress and egress to a public road.

Except as attached hereto, we find no Bankruptcy Proceedings, Probates, Federal Tax liens or Franchise State Tax Liens against the following names: None

HOWEVER, there is no Federal Bankruptcy Court located in Grimes County, Texas, and no information is available for possible proceedings filed in other counties or districts.

Property Taxes certificates have not been ordered; therefore we except as to any delinquent taxes which might be due.

NOTE: Title to the mineral estate has not been searched by examiner subsequent to the filing of the Deed of Trust set out above..

CAUTION: NAVASOTA ABSTRACT AND TITLE, INC. ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT OR FOR VERBAL STATEMENTS. This is a preliminary report made for use of Navasota Abstract and Title, Inc. (Company) only to determine whether a title insurance policy can be issued. If a copy is furnished to the parties to the transaction, it is to facilitate preparation of the necessary instruments or to identify curative requirements, if any, as a result of the Company's title search (upon which only the Company may rely). None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the Company, as to the state of the title. If a title defect or encumbrance should exist which is not disclosed hereon, the Company shall not be liable by reason of furnishing this report or for any verbal statements related thereto. This report is not an opinion of title nor is it a representation of the record title to the property or a representation as to the marketability, merchantability or other manifestation of title to the property, but is only from an examination of the records of the Company. By acceptance of this Certificate it is understood that the liability of the insurer hereof is expressly limited to the actual monetary consideration paid for same. We have not made any examination as to property taxes, tax suits, special assessments or conflicts.

NAVASOTA ABSTRACT & TITLE, INC.

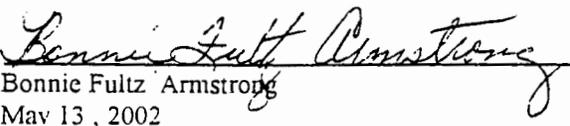
By: 
Bonnie Fultz Armstrong
May 13, 2002

EXHIBIT "A"
TRACT 6
47.60 ACRES
ALL OF A CALLED 47.5 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 673, PAGE 672
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 47.60 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 47.5 acre tract of land described in deed to Harold B. Trant, et al. recorded in Volume 673, Page 672 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 47.60 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Trant called 47.5 acre tract and the calculated southeast corner of a called 10 acre tract as described in deed to Sam B. Wilson, et al. recorded in Volume 88, Page 429 (O./D.R.G.C.T.), same being a point in the calculated most westerly south line of said Joseph T. Robinson Survey, A-390 and in the calculated north line of a called 10 acre tract as described in deed to S. Keller, et al. recorded in Volume 49, Page 237 (O./D.R.G.C.T.) and of the George Mason Survey, A-342;

THENCE, N 01 ° 09 ' 42 " W, along the calculated line common to said Trant called 47.5 acre tract and said Wilson called 10 acre tract, and continuing with said calculated line common to the Trant called 47.5 acre tract and with a called 6.25 acre tract as described in a deed to Harold B. Trant recorded in said Volume 673, Page 672, across and through said Joseph T. Robinson Survey, A-390, a distance of 3277.80 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Trant called 47.5 acre tract of land and the calculated northeast corner of said Trant called 6.25 acre tract, same being a point in the calculated south line of a called 20 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 52, Page 391 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Trant called 47.5 acre tract and said Trant called 20 acre tract, and continuing with said line common to the Trant called 47.5 acre tract and to a called 14.81 acre tract being Lot 4, Subdivision of Lot 4, Prew Stuckey Estate according to the plat of record in Volume 118, Page 351 (O./D.R.G.C.T.), and as described in deed to Harold B. Trant, et al. recorded in said Volume 673, Page 672 (O./D.R.G.C.T.), continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 632.53 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Trant called 47.5 acre tract of land, same being the calculated northwest corner of a 3.6 acre remainder of a called 9.6 tract as described in deed to Fred Wilhelm recorded in Volume 96, Page 108 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Trant called 47.5 acre tract and said Wilhelm 3.6 acre remainder tract, continuing with said calculated line common to said Trant called 47.5 acre tract and a called 6 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672, then continuing with said calculated line common to said Trant called 47.5 acre tract and a called 40 acre tract as described in deed to Royal and Jeff Lott recorded in Volume 67, Page 584 (O./D.R.G.C.T.), and continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 3277.80 feet to a 1/2" Iron Rod w/cap set for the southeast

corner at the calculated southeast corner of said Trant called 47.5 acre tract and at the calculated southwest corner of said Lott called 40 acre tract, same being the calculated northeast corner of a called 7 acre tract as described in a deed to M. Lange, et al. recorded in Volume 49, Page 238 (O./D.R.G.C.T.), same also being a point in the aforesaid calculated most westerly south line of the Joseph T. Robinson Survey, A-390 and the aforesaid calculated north line of the George Mason Survey, A-342;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Trant called 47.5 acre tract, said Lange called 7 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, and continuing along the calculated line common to said Trant called 47.5 acre tract, the aforesaid Keller called 10 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, a distance of 632.53 feet to the PLACE OF BEGINNING and containing 47.60 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



NAVASOTA ABSTRACT & TITLE, INC.

210 E. Washington Avenue
P. O. Box 868
Navasota, Texas 77868

TITLE REPORT

NACI 6037-7

Effective: May 8, 2002

The State of Texas §
 §
County of Grimes §

THIS IS TO CERTIFY: That we have examined the records of the County Clerk of Grimes County, Texas, and as they are reflected in the geographically indexed title plant of Navasota Abstract and Title, Inc., as to the following property, to-wit:

40.00 acres, more or less located in the Joseph T. Robinson Survey A -390 in Grimes County, Texas, as described in Exhibit "A" attached hereto and made a part hereof.

It is our opinion that fee simple title is vested as set out below:

One-half (½) in Mary Harriett Lott Travilla by virtue of The Last Will and Testament of Hattie C. Bowen, deceased, recorded Volume 50, Page 291, Real Property Records, Grimes County, Texas.

One-half (½) in Bobby Trant, Patsy T. Langford and Robin T. Johnson by General Warranty Deeds recorded Volume 964, Page 848 and Volume 965, Page 1, Real Property Records, Grimes County, Texas.

SUBJECT TO:

- 1.) Oil, Gas and Mineral Lease dated August 15, 1995, executed by Mary Harriett Lott Travilla to Chesapeake Operating Inc. recorded Volume 805, Page 687, Real Property records of Grimes County, Texas and being subject to the rights of holders and their assigns thereunder.
- 2.) Failure to the subject tract to have ingress and egress to a public road.
- 3.) Terms, Conditions and Representations contained within the Option Contract dated October 25, 2000 executed by the Cities of Bryan/College Station and Harold B. Trant and Roscalice Trant.
- 4.) Mineral Reservation in General Warranty Deed dated November 7, 2000 executed by Roy W. Moore to Bobby Trant, Patsy T. Langford and Robin T. Johnson recorded Volume 964, Page 848, Real Property Records, Grimes County, Texas.
- 5.) Mineral Reservation in General Warranty Deed dated November 8, 2000 executed by Clare M. Stanton to Bobby Trant, Patsy T. Langford and Robin T. Johnson recorded Volume 965, Page 1, Real Property Records, Grimes County, Texas.

Except as attached hereto, we find no Bankruptcy Proceedings, Probates, Federal Tax liens or Franchise State Tax Liens against the following names: None

HOWEVER, there is no Federal Bankruptcy Court located in Grimes County, Texas, and no information is available for possible proceedings filed in other counties or districts.

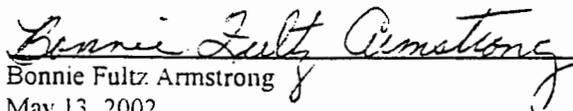
Property Taxes certificates have not been ordered; therefore we except as to any delinquent taxes which might be due.

NOTE: Title to the mineral estate has not been searched by examiner subsequent to the filing of the Deed of Trust set out above..

CAUTION: NAVASOTA ABSTRACT AND TITLE, INC. ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT OR FOR VERBAL STATEMENTS. This is a preliminary report made for use of Navasota Abstract and Title, Inc. (Company) only to determine whether a title insurance policy can be issued. If a copy is furnished to the parties to the transaction, it is to facilitate preparation of the necessary instruments or to identify curative requirements, if any, as a result of the Company's title search (upon which only the Company may rely). None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the Company, as to the state of the title. If a title defect or encumbrance should exist which is not disclosed hereon, the Company shall not be liable by reason of furnishing this report or for any verbal statements related thereto. This report is not an opinion of title nor is it a representation of the record title to the property or a representation as to the marketability, merchantability or other manifestation of title to the property, but is only from an examination of the records of the Company. By acceptance of this Certificate it is understood that the liability of the insurer hereof is expressly limited to the actual monetary consideration paid for same. We have not made any examination as to property taxes, tax suits, special assessments or conflicts.

NAVASOTA ABSTRACT & TITLE, INC.

By:


Bonnie Fultz Armstrong

May 13, 2002

EXHIBIT "A"
TRACT 7
40.00 ACRES
ALL OF A CALLED 40 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 67, PAGE 584
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 40.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 40 acre tract of land described in deed to Royal and Jeff Lott recorded in Volume 67, Page 584 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 40.00 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Lott called 40 acre tract and the calculated southeast corner of a called 47.5 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being the calculated northeast corner of a called 7 acre tract as described in a deed to M. Lange, et al. recorded in Volume 49, Page 238 (O./D.R.G.C.T.), same also being the calculated most northerly northwest corner of a called 568.359 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.), said corner also being a point on the calculated most westerly south line of said Joseph T. Robinson Survey, A-390 and the calculated north line of the George Mason Survey, A-342;

THENCE, N 01 ° 09 ' 42 " W, along the calculated line common to said Lott called 40 acre tract and said Trant called 47.5 acre tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 2643.25 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Lott called 40 acre tract of land and the calculated southwest corner of a called 6 acre tract as described in deed to Harold B. Trant, et al. recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Lott called 40 acre tract and said Trant called 6 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.14 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Lott called 40 acre tract of land, same being the calculated southeast corner of said Trant called 6 acre tract, same also being a point in the calculated most southerly west line of a called 97 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Lott called 40 acre tract and said Trant called 97 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 2643.25 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Lott called 40 acre tract, same being a point in the calculated most easterly north line of the aforesaid Trant called 568.359 acre tract and in the aforesaid calculated most westerly south line of the Joseph T. Robinson Survey, A-390 and the aforesaid calculated north line of the George Mason Survey, A-342;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Lott called 40 acre tract, said Trant called 568.359 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, a distance of 659.14 feet to the PLACE OF BEGINNING and containing 40.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



NAVASOTA ABSTRACT & TITLE, INC.

210 E. Washington Avenue
P. O. Box 868
Navasota, Texas 77868

TITLE REPORT

NACI 6037-11

Effective: September 21, 2000

The State of Texas §
 §
County of Grimes §

THIS IS TO CERTIFY: That we have examined the records of the County Clerk of Grimes County, Texas, and as they are reflected in the geographically indexed title plant of Navasota Abstract and Title, Inc., as to the following property, to-wit:

10.00 acres, more or less, located in the Joseph T. Robinson Survey A -390 in Grimes County, Texas, and further described by metes and bounds as set out on Exhibit "A" attached hereto and made a part hereof.

It is our opinion that fee simple title is vested one-half (½) in Harold B. Trant and Rosalice Trant by virtue of Exchange Deed dated January 17, 1997 from Billie H. Quinn to Harold and Rosalice Trant. One-Half (½) is vested in Mary Harriett Lott Travilla by virtue of the will of Hattie C. Bowen recorded Volume 50, Page 291, Probate Records, Grimes County, Texas.

SUBJECT TO:

- 1.) Mineral Reservation retained in Exchange Deed dated January 17, 1997 from Billie H. Quinn to Harold B. Trant and Rosalice Trant recorded in Volume 867, Page 728, Real Property Records, Grimes County, Texas, subject to the rights of holders or their assigns thereunder.
- 2.) Oil, Gas and Mineral Lease dated August 15, 1995, executed by Mary Harriett Lott Travilla to Chesapeake Operating Inc. recorded Volume 805, Page 687, Real Property records of Grimes County, Texas and being subject to the rights of holders and their assigns thereunder.

Except as attached hereto, we find no Bankruptcy Proceedings, Probates, Federal Tax liens or Franchise State Tax Liens against the following names: None

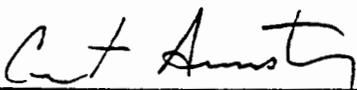
HOWEVER, there is no Federal Bankruptcy Court located in Grimes County, Texas, and no information is available for possible proceedings filed in other counties or districts.

Property Taxes certificates have not been ordered; therefore we except as to any delinquent taxes which might be due.

NOTE: Title to the mineral estate has not been searched by examiner subsequent to the filing of the Deed of Trust set out above..

CAUTION: NAVASOTA ABSTRACT AND TITLE, INC. ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT OR FOR VERBAL STATEMENTS. This is a preliminary report made for use of Navasota Abstract and Title, Inc. (Company) only to determine whether a title insurance policy can be issued. If a copy is furnished to the parties to the transaction, it is to facilitate preparation of the necessary instruments or to identify curative requirements, if any, as a result of the Company's title search (upon which only the Company may rely). None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the Company, as to the state of the title. If a title defect or encumbrance should exist which is not disclosed hereon, the Company shall not be liable by reason of furnishing this report or for any verbal statements related thereto. This report is not an opinion of title nor is it a representation of the record title to the property or a representation as to the marketability, merchantability or other manifestation of title to the property, but is only from an examination of the records of the Company. By acceptance of this Certificate it is understood that the liability of the insurer hereof is expressly limited to the actual monetary consideration paid for same. We have not made any examination as to property taxes, tax suits, special assessments or conflicts.

NAVASOTA ABSTRACT & TITLE, INC.

By: 

Court Armstrong
September 25, 2000

EXHIBIT "A"
TRACT 18
10.00 ACRES
ALL OF A CALLED 10 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 867, PAGE 728
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 10.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 10 acre tract of land described in deed to Harold B. Trant, et al. recorded in Volume 867, Page 728 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 10.00 acres of land being more particularly described by metes and bounds as follows:

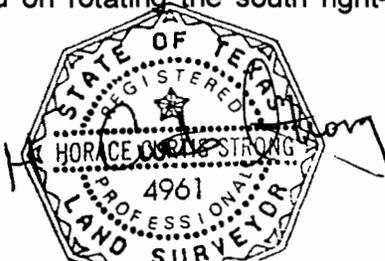
BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Trant called 10 acre tract and at the calculated northwest corner of a second called 10 acre tract as described in deed to Harold B. Trant recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being a point in the calculated east line of a called 60 acre remainder tract as described in deed to R. P. Trant recorded in Volume 190, Page 483 (O./D.R.G.C.T.);

THENCE, N 01 ° 09 ' 08 " W, along the calculated line common to said Trant first called 10 acre tract and to said Trant called 60 acre remainder tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 659.97 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Trant first called 10 acre tract of land and at the calculated southwest corner of a called 8.5 acre tract as described in deed to Larue Howell Henry recorded in Volume 709, Page 137 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Trant first called 10 acre tract and said Henry called 8.5 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.78 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Trant first called 10 acre tract of land, same being the calculated northwest corner of a third called 10 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, S 01°09'34" E, along the calculated line common to said Trant first called 10 acre tract and to said Trant third called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.97 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Trant first called 10 acre tract and at the calculated southwest corner of said Trant third called 10 acre tract, same being the calculated northwest corner of a fourth called 10 acre tract as described in deed to H. B. Wilson recorded in Volume 52, Page 336 (O./D.R.G.C.T.), same also being the calculated northeast corner of the aforesaid Trant second called 10 acre tract;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Trant first called 10 acre tract and to said Trant second called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.87 feet to the PLACE OF BEGINNING and containing 10.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



AGREED TO AND ACCEPTED by the Cities of Bryan and College Station, acting by and through BVSWMA, this ____ day of _____, 2002.

Jim Smith, Executive Director
Brazos Valley Solid Waste Management Authority

Joinder of Tenant(s):

The undersigned, who are tenants or lessees of all or a portion of the Property above described, approve the above Limited Right of Entry both as to themselves and as to all property and interest of such Tenants, and consent to the granting of such Limited Right of Entry.

TENANT(S):

(Signature)

(Signature)

(Print Name)

(Print Name)

EXHIBIT "A"
TRACT 6
47.60 ACRES
ALL OF A CALLED 47.5 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 673, PAGE 672
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 47.60 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 47.5 acre tract of land described in deed to Harold B. Trant, et al. recorded in Volume 673, Page 672 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 47.60 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Trant called 47.5 acre tract and the calculated southeast corner of a called 10 acre tract as described in deed to Sam B. Wilson, et al. recorded in Volume 88, Page 429 (O./D.R.G.C.T.), same being a point in the calculated most westerly south line of said Joseph T. Robinson Survey, A-390 and in the calculated north line of a called 10 acre tract as described in deed to S. Keller, et al. recorded in Volume 49, Page 237 (O./D.R.G.C.T.) and of the George Mason Survey, A-342;

THENCE, N 01 ° 09 ' 42 " W, along the calculated line common to said Trant called 47.5 acre tract and said Wilson called 10 acre tract, and continuing with said calculated line common to the Trant called 47.5 acre tract and with a called 6.25 acre tract as described in a deed to Harold B. Trant recorded in said Volume 673, Page 672, across and through said Joseph T. Robinson Survey, A-390, a distance of 3277.80 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Trant called 47.5 acre tract of land and the calculated northeast corner of said Trant called 6.25 acre tract, same being a point in the calculated south line of a called 20 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 52, Page 391 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Trant called 47.5 acre tract and said Trant called 20 acre tract, and continuing with said line common to the Trant called 47.5 acre tract and to a called 14.81 acre tract being Lot 4, Subdivision of Lot 4, Prew Stuckey Estate according to the plat of record in Volume 118, Page 351 (O./D.R.G.C.T.), and as described in deed to Harold B. Trant, et al. recorded in said Volume 673, Page 672 (O./D.R.G.C.T.), continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 632.53 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Trant called 47.5 acre tract of land, same being the calculated northwest corner of a 3.6 acre remainder of a called 9.6 tract as described in deed to Fred Wilhelm recorded in Volume 96, Page 108 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Trant called 47.5 acre tract and said Wilhelm 3.6 acre remainder tract, continuing with said calculated line common to said Trant called 47.5 acre tract and a called 6 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672, then continuing with said calculated line common to said Trant called 47.5 acre tract and a called 40 acre tract as described in deed to Royal and Jeff Lott recorded in Volume 67, Page 584 (O./D.R.G.C.T.), and continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 3277.80 feet to a 1/2" Iron Rod w/cap set for the southeast

corner at the calculated southeast corner of said Trant called 47.5 acre tract and at the calculated southwest corner of said Lott called 40 acre tract, same being the calculated northeast corner of a called 7 acre tract as described in a deed to M. Lange, et al. recorded in Volume 49, Page 238 (O./D.R.G.C.T.), same also being a point in the aforesaid calculated most westerly south line of the Joseph T. Robinson Survey, A-390 and the aforesaid calculated north line of the George Mason Survey, A-342;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Trant called 47.5 acre tract, said Lange called 7 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, and continuing along the calculated line common to said Trant called 47.5 acre tract, the aforesaid Keller called 10 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, a distance of 632.53 feet to the PLACE OF BEGINNING and containing 47.60 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



EXHIBIT "A"
TRACT 7
40.00 ACRES
ALL OF A CALLED 40 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 67, PAGE 584
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 40.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 40 acre tract of land described in deed to Royal and Jeff Lott recorded in Volume 67, Page 584 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 40.00 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Lott called 40 acre tract and the calculated southeast corner of a called 47.5 acre tract as described in deed to Harold B. Trant, et al. recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being the calculated northeast corner of a called 7 acre tract as described in a deed to M. Lange, et al. recorded in Volume 49, Page 238 (O./D.R.G.C.T.), same also being the calculated most northerly northwest corner of a called 568.359 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.), said corner also being a point on the calculated most westerly south line of said Joseph T. Robinson Survey, A-390 and the calculated north line of the George Mason Survey, A-342;

THENCE, N 01 ° 09 ' 42 " W, along the calculated line common to said Lott called 40 acre tract and said Trant called 47.5 acre tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 2643.25 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Lott called 40 acre tract of land and the calculated southwest corner of a called 6 acre tract as described in deed to Harold B. Trant, et al. recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Lott called 40 acre tract and said Trant called 6 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.14 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Lott called 40 acre tract of land, same being the calculated southeast corner of said Trant called 6 acre tract, same also being a point in the calculated most southerly west line of a called 97 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, S 01°09'42" E, along the calculated line common to said Lott called 40 acre tract and said Trant called 97 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 2643.25 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Lott called 40 acre tract, same being a point in the calculated most easterly north line of the aforesaid Trant called 568.359 acre tract and in the aforesaid calculated most westerly south line of the Joseph T. Robinson Survey, A-390 and the aforesaid calculated north line of the George Mason Survey, A-342;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Lott called 40 acre tract, said Trant called 568.359 acre tract, said Joseph T. Robinson Survey, A-390, and said George Mason Survey, A-342, a distance of 659.14 feet to the PLACE OF BEGINNING and containing 40.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.



EXHIBIT "A"
TRACT 18
10.00 ACRES
ALL OF A CALLED 10 ACRE TRACT
JOSEPH T. ROBINSON SURVEY, A-390
VOLUME 867, PAGE 728
GRIMES COUNTY, TEXAS

Being all of that certain lot, tract, or parcel of land containing 10.00 acres of land situated in the JOSEPH T. ROBINSON SURVEY, Abstract 390, and being all of that certain called 10 acre tract of land described in deed to Harold B. Trant, et al. recorded in Volume 867, Page 728 of the Official/Deed Records of Grimes County, Texas (O./D.R.G.C.T.); said 10.00 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod w/cap set for the southwest corner at the calculated southwest corner of said Trant called 10 acre tract and at the calculated northwest corner of a second called 10 acre tract as described in deed to Harold B. Trant recorded in Volume 673, Page 672 (O./D.R.G.C.T.), same being a point in the calculated east line of a called 60 acre remainder tract as described in deed to R. P. Trant recorded in Volume 190, Page 483 (O./D.R.G.C.T.);

THENCE, N 01 ° 09 ' 08 " W, along the calculated line common to said Trant first called 10 acre tract and to said Trant called 60 acre remainder tract, across and through said Joseph T. Robinson Survey, A-390, a distance of 659.97 feet to a 1/2" Iron Rod w/cap set for the northwest corner at the calculated northwest corner of said Trant first called 10 acre tract of land and at the calculated southwest corner of a called 8.5 acre tract as described in deed to Larue Howell Henry recorded in Volume 709, Page 137 (O./D.R.G.C.T.);

THENCE, N 88 ° 50 ' 18 " E, along the calculated line common to said Trant first called 10 acre tract and said Henry called 8.5 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.78 feet to a 1/2" Iron Rod w/cap set for the northeast corner at the calculated northeast corner of said Trant first called 10 acre tract of land, same being the calculated northwest corner of a third called 10 acre tract as described in deed to Harold B. Trant recorded in said Volume 673, Page 672 (O./D.R.G.C.T.);

THENCE, S 01°09'34" E, along the calculated line common to said Trant first called 10 acre tract and to said Trant third called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.97 feet to a 1/2" Iron Rod w/cap set for the southeast corner at the calculated southeast corner of said Trant first called 10 acre tract and at the calculated southwest corner of said Trant third called 10 acre tract, same being the calculated northwest corner of a fourth called 10 acre tract as described in deed to H. B. Wilson recorded in Volume 52, Page 336 (O./D.R.G.C.T.), same also being the calculated northeast corner of the aforesaid Trant second called 10 acre tract;

THENCE, S 88 ° 50 ' 18 " W, along the calculated line common to said Trant first called 10 acre tract and to said Trant second called 10 acre tract, continuing across and through said Joseph T. Robinson Survey, A-390, a distance of 659.87 feet to the PLACE OF BEGINNING and containing 10.00 acres of land, more or less, according to a survey performed on the ground in July, 2001, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the south right-of-way line of Highway 30 to True North by using GPS Methods.

