

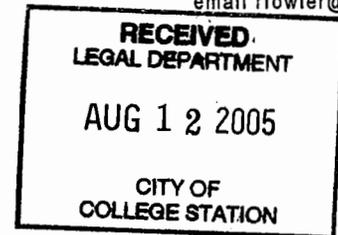
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August 10, 2005

Harriet T. Reynolds
Reynolds, Smith and Winters, P.C.
P.O. Box 3668
Norfolk, Virginia 23514-3668



RE: Sale of Land in Grimes County, Texas from Mary Harriet Lott Travilla to the Cities of Bryan & College Station, Texas

Dear Ms. Reynolds:

As discussed, the Cities have closed their purchase of land from Harold Trant. As part of that closing, Trant delivered an affidavit waiving any claim of ownership through adverse possession for a number of tracts within the proposed landfill site. This includes Tract 3 (17.82 acres) and Tract 7 (40.0 acres). Deed records and a title commitment issued by Navasota Abstract show Mary Harriet Lott Travilla to be the owner of record of 100% of Tract 3 and 50% of Tract 7. Tract 3 was not part of the land listed in the original Contract between your mother and the Cities. Tract 7 was. The original Contract also listed Tract 6 (47.6 acres) and Tract 18 (10.0 acres) of which your mother was listed as record owner of an undivided 50% interest from a title search. The total sales price due to your mother from the sale of Tract 3 and Tract 7 is \$121,024.00 (37.82 acres @\$3,200.00/acre). Trant has not waived his claims against Tracts 6 and 18. Because of the conflicting claims those tracts will be condemned.

Enclosed is a map showing the tracts. Also enclosed is a title commitment dated May 10, 2004 showing record ownership of these tracts. I have ordered an update of the title commitment. At this time I do not have a copy of the signed, notarized and recorded Trant Affidavit. I should receive it by the end of the week. I will forward you a copy of the updated title commitment and the Trant Affidavit as soon as I receive them.

I have enclosed three copies of an Amendment to the original Real Estate Sales Contract. The Amendment specifies the two tracts of property for which an insured sale can occur and releases the parties obligations with regard to the other two tracts. The Cities agree to name your mother as a party to the condemnation of the two tracts otherwise released. Also, the Cities agreed that your mother can

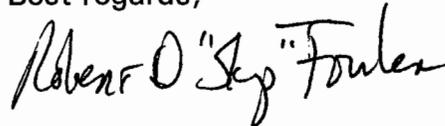
Ms. Harriet T. Reynolds
August 10, 2005
Page 2

retain mineral interests on the production of oil, gas & other minerals at a depth of greater than 1,500 feet beneath the surface but requires that all rights of ingress and egress and to produce from the surface be assigned to the Cities. The Amendment includes as an exhibit a General Warranty Deed to be used in the Closing.

Please review the enclosed and call me with any questions. If the Amendment is acceptable please have your mother sign the Amendment and return all three copies to Brenda Godfrey, a legal assistant at the City of College Station, using the enclosed federal express airbill. Brenda will have the Amendments signed by the appropriate officials at the Cities and have the completed Amendments forwarded to Navasota Abstract with instructions that an original be returned to you. If the signed Amendments are received by the Cities before September 1, 2005, I feel that the Closing can occur on or before September 30, 2005.

Again, please do not hesitate to contact me should you have any questions.

Best regards,



Robert D. Fowler

Enclosures

cc: ✓ Brenda Godfrey *wlo map*
Legal Assistant
City of College Station, Texas