

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between Karen Rogers and Mark Konecny, collectively ("SELLER"), and the CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas, acting through its municipally owned utility, Bryan Texas Utilities, ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey a 5.75 acre tract of land ("PROPERTY"), more or less, which is more particularly described in Exhibit A (field notes) and Exhibit B (plat), in fee simple by General Warranty Deed and BUYER agrees to purchase and pay for said tract, together with all and singular the rights and appurtenances pertaining to the PROPERTY, (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of Bryan, Texas. Additionally, SELLER agrees to sell and convey an approximately 1.52 acre electrical easement over and across that property more particularly described in Exhibit C (field notes) and shown on Exhibit B (plat).

1.2 BUYER has obtained from Aggield Title Company a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER. BUYER will require surface waivers from mineral lease holders, or evidence that surface rights have been waived previously.

1.3 (a) The City of Bryan, Texas, at its expense, has obtained or will obtain 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.

(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 used in the General Warranty Deed.

(c) The BUYER agrees to accept the Property subject to all easements, encroachments, rights of way, and other encumbrances (save and except BUYER's right to surface waivers) and further BUYER will agree to abide by all the rights, responsibilities, terms, and conditions contained therein.

1.4 BUYER may, at its cost, order a Level 1 Environmental Site Assessment. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. Buyer may elect to cure the environmental problem. If BUYER elects not to cure or if SELLER fails to cure the environmental problem, this Contract shall be terminated and neither party will have any further liability.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. 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(f) of the TEXAS TAX CODE (Vernon Supp. 2004/2005). 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. The BUYER and SELLER understand that the tax prorations shown on the Settlement Statement are based on the prior tax periods rate(s) or estimates for this year. The BUYER and SELLER agree to adjust the tax prorations shown on the Settlement Statement in accordance with TEXAS TAX CODE §26.11 (Vernon 2001). BUYER is a tax exempt entity and will provide its tax exemption number.

All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.6 The sale of the PROPERTY shall be made by a General Warranty Deed from SELLER to BUYER in the form prepared by BUYER and agreeable to both parties.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS (\$142,222.00) payable at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power and authority to enter into and perform SELLER's 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, save and except oil and gas lessees and easements holders shown of record in the official records of Brazos County, Texas. Additionally, SELLER has no actual knowledge of any action by adjacent landowners which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY. SELLER shall not agree to, permit, or place any other easements, encroachments, liens, or other encumbrances on the Property after the effective date of this Contract.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof, except the possibility of BUYER to condemn the property for its purposes.

(d) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(e) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(f) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract, in which case neither party shall have any further obligation to the other.

(g) 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).

(h) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or 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.

(i) SELLER represents and warrants that no real estate broker or sales person of any kind has been engaged nor been involved in any manner in the negotiations of this contract and none has been granted any listing agreement nor even discussed the sale of such property with SELLER. Therefore, there is no real estate sales commission due or to be claimed as a result of this sale.

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.

(b) The parties acknowledge, understand, and agree that this Contract is subject to approval of the purchase by the City Council for the City of Bryan. Closing shall be contingent

upon the City Council having granted authority to one or more officers to execute any and all documents necessary to facilitate the Closing.

ARTICLE V CLOSING

5.1 The closing shall be held at Aggieland Title Company at a date mutually agreeable to the parties and the Title Company, as soon as possible following approval of this purchase by the City Council.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged General Warranty Deed prepared by BUYER conveying good and marketable title in the PROPERTY, free and clear of any and all liens, easements, encroachments, or other encumbrances, except for those matters shown on Schedule B of the Title Commitment.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by Aggieland Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY as well as BUYER's electrical easement subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay any and all required property taxes and prorated taxes through the date of closing.

(e) Pay the SELLER's expenses and attorney fees, if any.

(f) Deliver to BUYER the duly executed and acknowledged electrical easement, over the property more particularly described in Exhibit C (field notes) and as shown on Exhibit B (plat). The electrical easement shall be on a form prepared by BUYER, with the approval of SELLER which approval shall not be unreasonably withheld.

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

(a) Tender payment of the purchase price.

(b) Pay all of the escrow fees.

(c) Prepare, at its cost, the General Warranty Deed and Electrical Easement.

(d) Pay the title insurance premium.

- (e) Pay the costs to obtain, deliver and record all documents.
- (f) Pay the BUYER's expenses or attorney fees, if any.
- (g) If necessary, pay the cost of the survey of the property and the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (h) If necessary, pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI SPECIAL CONDITIONS

6.1 SELLER will retain any and all subsurface water and owned oil, gas and other minerals in, on or under the PROPERTY. SELLER agrees to waive the rights to use the surface of the PROPERTY provided that nothing herein shall prevent SELLER from pooling or unitizing the rights reserved herein provided that any subsurface exploration for, or production of water oil, gas, or other minerals shall not in any way interfere with or endanger the integrity of BUYER's use of the surface.

ARTICLE VII BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Contract or fails to consummate the sale of the PROPERTY except BUYER's default, BUYER may terminate this contract, seek specific performance, or proceed with its other options, including condemnation.

ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER for such remedies available to the Seller in law or in equity.

ARTICLE IX MISCELLANEOUS

9.1 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.

9.2 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.

9.3 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 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.

9.4 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.

9.5 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.

9.6 Time of Essence: Time is of the essence to this Contract.

9.7 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.

EXECUTED on the dates shown below, the latest of which such dates shall constitute the effective date of the contract. Neither party shall be bound by this contract until and unless it is executed by both parties. This agreement shall expire or be of no further force or effect thirty (30) days after the execution of the first party to sign if it has not been executed by the other party within that time period.

SELLER:

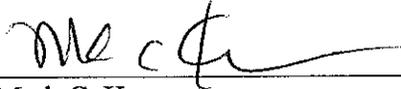


Karen K. Rogers
Date: 9 NOV 16

BUYER

Gary Miller, General Manager BTU
Date: _____

APPROVED AS TO FORM:



Mark C. Konecny

Date: Nov 8 2016

Janis K. Hampton, City Attorney

EXHIBIT A

FIELD NOTES
BRYAN TEXAS UTILITIES
BOUNDARY SURVEY
BEING 5.75 ACRES
OUT OF THE
KAREN K. ROGERS AND MARK CLARENCE KONECNY
113 ACRE TRACT, SAVE AND EXEPT 50 ACRES
VOLUME 2973, PAGES 199,201
T. J. WOOTEN SURVEY, A-59
BRAZOS COUNTY, TEXAS
AUGUST 10, 2016

All that certain lot, tract or parcel of land being 5.75 acres situated in the T. J. WOOTEN SURVEY, Abstract No. 59, Brazos County, Texas, and being a part of that certain Called 113 acre tract, save and except 50 acres as described in deeds from Marcel Konecny, to Karen K. Rogers and Mark Clarence Konecny of record in Volume 2973, Pages 199 and 201, Official Records of Brazos County, Texas, and being further described in Volume 42, Page 381 and Volume 62, Page 347, Deed Records of Brazos County, Texas, said 5.75 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod With Cap set in the southeast line of said remainder of said Called 113 acre tract for the most southerly corner, a 3/8" Iron Rod found in the southeast line of said remainder of Called 113 acre tract, said Iron Rod also being the most northerly corner of the Linda Kay Bynum 32.63 acre tract as described in Volume 2268, Page 19 and the most westerly corner of the Mary Faye Arnold 20 acre tract as described in Volume 703, Page 315 bears N 42°08'27" E a distance of 80.00 feet;

THENCE N 47°17'58" W through the interior of said remainder of Called 113 acre tract a distance of 444.19 feet to a 1/2" Iron Rod With Cap set for the most westerly corner, a 3/8" Iron Rod found for the most westerly corner of said Called 113 acre tract bears S 60°05'45 W a distance of 3106.72 feet;

THENCE N 42°08'27" E a distance of 562.27 feet to a 1/2" Iron Rod With Cap set in the northeast line of the remainder of said Called 113 acre tract for the most northerly corner, said Corner also being located in the southeast line of the William A. Stansny, Jr. 103.54 acre tract as described in Volume 2239, Page 44, a fence corner post found for the most northerly corner of said Called 113 acre tract bears N 47°43'21" E a distance of 949.32 feet;

THENCE S 47°43'21" E along the northeast line of said remainder of Called 113 acre tract and the southwest line of said Called 103.54 acre tract a distance of 444.17 feet to a 1/2" Iron Rod With Cap set in the northwest line of the William A. Stansny, Jr. remainder of a Called 150 acre tract as described in Volume 2239, Page 44 for the most easterly corner, said Corner being the most easterly corner of said remainder of Called 113 acre tract and the most southerly corner of said Called 103.54 acre tract, a Petrified Rock found at the base of a fence corner post found for reference bears S 45°16'40" W a distance of 118.08 feet;

THENCE S 42°08'27" W along the southeast line of said remainder of Called 113 acre tract and the northwest lines of said Called 150 acre tract and said Called 20 acre tract respectively for a distance of 565.55 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 5.75 ACRES OF LAND MORE OR LESS, according to a survey performed on the ground during the month of August, 2016 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10093500. North Orientation is based on rotating the southeast line to grid north, NAD83(2011)epoch 2010.00 Texas State Plane, Central Zone as derived by GPS observations. For other information see accompanying plat.

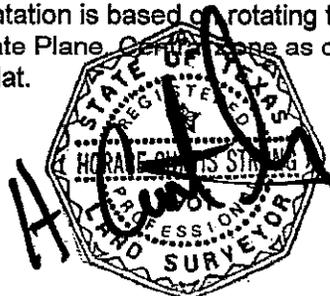


EXHIBIT C

FIELD NOTES
BRYAN TEXAS UTILITIES
120' WIDE ELECTRICAL EASEMENT
BEING 1.52 ACRES
OUT OF THE
KAREN K. ROGERS AND MARK CLARENCE KNOECNY
113 ACRE TRACT, SAVE & EXCEPT 50 ACRES
VOLUME 2973, PAGES 199,201
T. J. WOOTEN SURVEY, A-59
BRAZOS COUNTY, TEXAS
AUGUST 10, 2016

All that certain lot, tract or parcel of land being 1.52 acres situated in the T. J. WOOTEN SURVEY, Abstract No. 59, and the STEPHEN F. AUSTIN #9 SURVEY, Abstract No. 62, Brazos County, Texas, and being a part of that certain Called 113 acre tract, save and except 50 acres as described in deeds from Marcel Konecny, to Karen K. Rogers and Mark Clarence Konecny of record in Volume 2973, Pages 199 and 201, Official Records of Brazos County, Texas, and being further described in Volume 42, Page 381 and Volume 62, Page 347, Deed Records of Brazos County, Texas, said 1.52 acre tract being more particularly described by metes and bounds as follows:

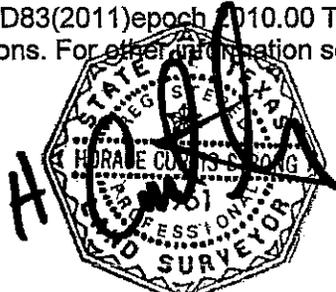
BEGINNING at a 1/2" Iron Rod With Cap set in the northeast line of said Called 113 acre tract for the most easterly corner, said corner being located in the southwest line of the William A. Stansny, Jr. 103.54 acre tract as described in Volume 2239, Page 44, said corner also being the most northerly corner of a 5.75 acre tract surveyed for Bryan Texas Utilities on this day;

THENCE S 42°08'27" W along the northwest line of said Called 5.75 acre tract a distance of 120.00 feet to a 1/2" Iron Rod With Cap set for the most southerly corner, a 3/8" Iron Rod found for the most westerly corner of said Called 113 acre tract bears S 57°52'57" W a distance of 3530.09 feet;

THENCE N 47°43'21" W a distance of 625.42 feet to a 1/2" Iron Rod With Cap set in the southwest line of a City of Bryan 60' wide Electric Easement as described in Volume 187, Page 387, same being the southwest line of a City of Bryan 60' wide Pipeline Easement as described in Volume 1409, Page 79 for the most northwesterly corner;

THENCE S 86°46'21" E along the southwest line of said 60' wide Electric and Pipeline Easements a distance of 190.48 feet to a 1/2" Iron Rod With Cap set in the northeast line of said remainder of Called 113 acre tract and the southwest line of the William A. Stansny, Jr. Called 103.54 acre tract as described in Volume 2239, Page 44 for the most northeasterly corner, a fence corner post found for the occupied north corner of said Called 113 acre tract bears N 47°43'21" E a distance of 477.21 feet;

THENCE S 47°43'21" E along the northeast line of said remainder of Called 113 acre tract and the southwest line of said Called 103.54 acre tract a distance of 477.21 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 1.52 ACRES OF LAND MORE OR LESS, according to a survey performed on the ground during the month of August, 2016 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10093500. North Orientation is based on rotating the southeast line to grid north, NAD83(2011)epoch 10.00 Texas State Plane, Central Zone as derived by GPS observations. For other information see accompanying plat.



REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between Linda Kay Suggs, formerly known as Linda Kay Bynum, ("SELLER"), and the CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas, acting through its municipally owned utility, Bryan Texas Utilities, ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey a 4.06 acre tract of land ("PROPERTY"), more or less, which is more particularly described in **Exhibit A** (field notes) and **Exhibit B** (plat), in fee simple by General Warranty Deed and BUYER agrees to purchase and pay for said tract, together with all and singular the rights and appurtenances pertaining to the PROPERTY, (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of Bryan, Texas.

1.2 BUYER has obtained from Aggieldand Title Company a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER. BUYER will require surface waivers from mineral lease holders, or evidence that surface rights have been waived previously.

1.3 (a) The City of Bryan, Texas, at its expense, has obtained or will obtain 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.

(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 used in the General Warranty Deed.

(c) The BUYER agrees to accept the Property subject to all easements, encroachments, rights of way, and other encumbrances (save and except BUYER's right to surface waivers) and further BUYER will agree to abide by all the rights, responsibilities, terms, and conditions contained therein.

1.4 BUYER may, at its cost, order a Level 1 Environmental Site Assessment. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. Buyer may elect to cure the environmental problem. If BUYER elects not to cure or if SELLER fails to cure the environmental problem, this Contract shall be terminated and neither party will have any further liability.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing.

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(f) of the TEXAS TAX CODE (Vernon Supp. 2004/2005). 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. The BUYER and SELLER understand that the tax prorations shown on the Settlement Statement are based on the prior tax periods rate(s) or estimates for this year. The BUYER and SELLER agree to adjust the tax prorations shown on the Settlement Statement in accordance with TEXAS TAX CODE §26.11 (Vernon 2001). BUYER is a tax exempt entity and will provide its tax exemption number.

All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.6 The sale of the PROPERTY shall be made by a General Warranty Deed from SELLER to BUYER in the form prepared by BUYER and agreeable to both parties.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) payable at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power and authority to enter into and perform SELLER's 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, save and except oil and gas lessees and easements holders shown of record in the official records of Brazos County, Texas. Additionally, SELLER has no actual knowledge of any action by adjacent landowners which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY. SELLER shall not agree to, permit, or place any other easements, encroachments, liens, or other encumbrances on the Property after the effective date of this Contract.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof, except the possibility of BUYER to condemn the property for its purposes.

(d) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(e) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(f) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract, in which case neither party shall have any further obligation to the other.

(g) 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).

(h) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or 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.

(i) SELLER represents and warrants that no real estate broker or sales person of any kind has been engaged nor been involved in any manner in the negotiations of this contract and none has been granted any listing agreement nor even discussed the sale of such property with SELLER. Therefore, there is no real estate sales commission due or to be claimed as a result of this sale.

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.

(b) The parties acknowledge, understand, and agree that this Contract is subject to approval of the purchase by the City Council for the City of Bryan. Closing shall be contingent upon the City Council having granted authority to one or more officers to execute any and all documents necessary to facilitate the Closing.

ARTICLE V
CLOSING

5.1 The closing shall be held at Aggieldand Title Company at a date mutually agreeable to the parties and the Title Company, as soon as possible following approval of this purchase by the City Council.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged General Warranty Deed prepared by BUYER conveying good and marketable title in the PROPERTY, free and clear of any and all liens, easements, encroachments, or other encumbrances, except for those matters shown on Schedule B of the Title Commitment.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by Aggieldand Title Company, in BUYER's favor in the full amount of the purchase price, insuring 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 any and all required property taxes and prorated taxes through the date of closing.

(e) Pay the SELLER's expenses and attorney fees, if any.

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

(a) Tender payment of the purchase price.

(b) Pay all of the escrow fees.

(c) Prepare, at its cost, the General Warranty Deed.

(d) Pay the title insurance premium.

(e) Pay the costs to obtain, deliver and record all documents.

(f) Pay the BUYER's expenses or attorney fees, if any.

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

ARTICLE VI
SPECIAL CONDITIONS

6.1 SELLER will retain any and all owned oil, gas and other minerals in, on or under the PROPERTY. SELLER agrees to waive the rights to use the surface of the PROPERTY provided that nothing herein shall prevent SELLER from pooling or unitizing the rights reserved herein provided that any subsurface exploration for, or production of, oil, gas, or other minerals shall not in any way interfere with or endanger the integrity of BUYER's use of the surface.

6.2 BUYER acknowledges and agrees that the remainder of SELLER's property will continue to be used for agricultural purposes, including without limitation grazing of livestock. If any fence, barrier, or gate is removed by BUYER as a result of, or in the process of executing, this purchase, BUYER shall repair or replace the gate to substantially the same condition. BUYER shall be responsible for ensuring that it causes no injury to livestock and BUYER hereby releases, waives, and holds harmless the SELLER from same.

6.3 BUYER agrees to abide by all terms and conditions of existing easements affecting the Property, specifically including but not limited to the easements owned by Texas A&M University and/or Texas A&M University System.

6.4 BUYER will agree to provide a culvert and/or other drainage infrastructure sufficient to ensure that the remainder of SELLER's land continues to drain properly.

6.5 BUYER will ensure that all brush, grass, trees, and other debris related to, or resulting from, any construction or grading on this Property shall be properly removed. Additionally, BUYER shall ensure that no damage is done to, or debris left on, the remainder of SELLER's land.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Contract or fails to consummate the sale of the PROPERTY except BUYER's default, BUYER may terminate this contract, seek specific performance, or proceed with its other options, including condemnation.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER for such remedies available to the Seller in law or in equity.

ARTICLE IX
MISCELLANEOUS

9.1 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.

9.2 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.

9.3 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 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.

9.4 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.

9.5 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.

9.6 Time of Essence: Time is of the essence to this Contract.

9.7 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.

EXECUTED on the dates shown below, the latest of which such dates shall constitute the effective date of the contract. Neither party shall be bound by this contract until and unless it is executed by both parties. This agreement shall expire or be of no further force or effect thirty (30) days after the execution of the first party to sign if it has not been executed by the other party within that time period.

SELLER:

BUYER

Linda K. Suggs

Linda Kay Suggs

Date: 11-10-2016

Gary Miller, General Manager BTU

Date: _____

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

EXHIBIT A

**FIELD NOTES
BRYAN TEXAS UTILITIES
BOUNDARY SURVEY
BEING 4.06 ACRES
OUT OF THE
LINDA KAY BYNUM
32.63 ACRE TRACT
VOLUME 2268, PAGE 19
REFERENCE: VOLUME 983, PAGE 576
ZENO PHILLIPS SURVEY, A-45
BRAZOS COUNTY, TEXAS
August 9, 2016**

All that certain lot, tract or parcel of land being 4.06 acres situated in the ZENO PHILLIPS SURVEY, Abstract No. 45, Brazos County, Texas, and being a part of that certain Called 32.63 acre tract as described in deed from Bynum's Plumbing Service, Inc., to Linda Kay Bynum of record in Volume 2268, Page 19, Official Records of Brazos County, Texas, said 4.06 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod found in the northwest right-of-way line of F.M. 1688 for the most easterly corner, said corner being the most easterly corner of said Called 32.63 acre tract and the most southerly corner of the Mary Faye Arnold Called 20.0 acre tract as described in Volume 703, Page 315;

THENCE S 42°36'46" W along the northwest right-of-way of said F.M. 1688 and the southeast line of said Called 32.63 acre tract a distance of 80.00 feet to a 1/2" Iron Rod With Cap set for the most southerly corner;

THENCE N 47°14'08" W 80 feet from and parallel to the northeast line of said Called 32.63 acre tract a distance of 586.18 feet to a 1/2" Iron Rod With Cap set for angle point;

THENCE N 47°19'21" W continuing 80 feet from and parallel to the northeast line of said Called 32.63 acre tract a distance of 1624.22 feet to a 1/2" Iron Rod With Cap set in the northwest line of said Called 32.63 acre tract for the most westerly corner, a 3/8" Iron Rod found for the most westerly corner of said Called 32.63 acre tract bears S 39°27'47" W a distance of 691.67 feet;

THENCE N 42°08'18" E along the northwest line of said Called 32.63 acre tract a distance of 80.00 feet to a 3/8" Iron Rod found for the most northerly corner, said Iron Rod being the most northerly corner of said Called 32.63 acre tract and the most westerly corner of said Called 20.0 acre tract, said Iron Rod also being located in the southeast line of the Karen K. Rogers and Mark Clarence Konecny Called 63 acre tract as described in Volume 2973, Pages 199 and 201;

THENCE S 47°19'21" E along the northeast line of said Called 32.63 acre tract and the southwest line of said Called 20.0 acre tract a distance of 1625.09 feet to a 1/2" Iron Rod With Cap set for angle point;

THENCE S 47°14'08" E continuing along the northeast line of said Called 32.63 acre tract and the southwest line of said Called 20.0 acre tract a distance of 585.97 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 4.06 ACRES OF LAND MORE OR LESS, according to a survey performed on the ground during the month of August, 2016 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10093500. North Orientation is based on rotating the northwest line to grid north, NAD83(2011)epoch 2010.00 Texas State Plane, Central Zone as derived by GPS observations. For other information see accompanying plat.

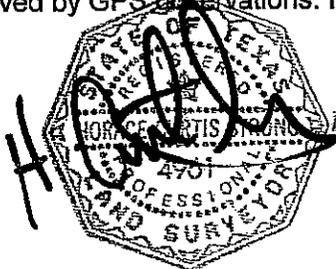
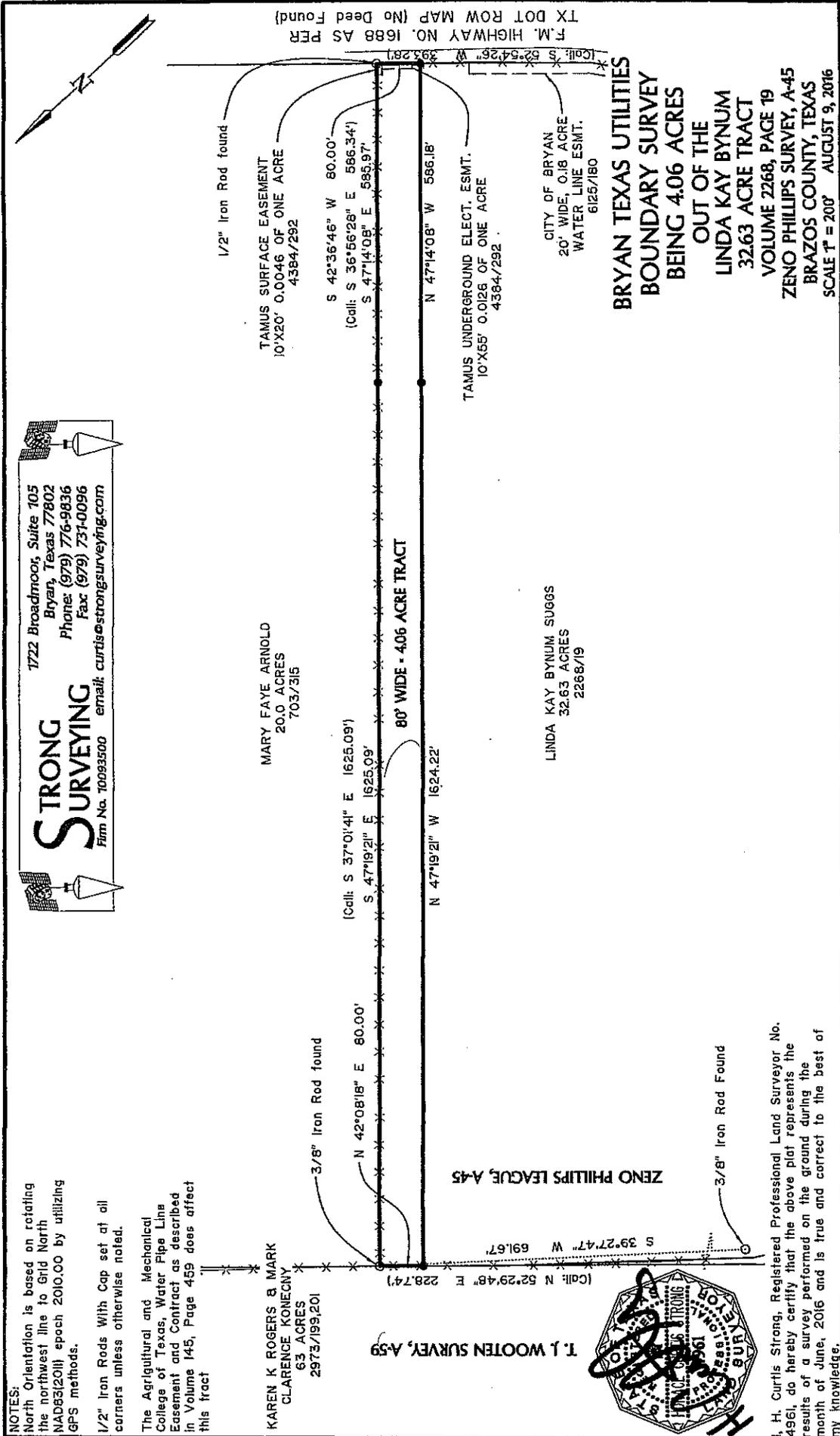


EXHIBIT B



NOTES:
 North Orientation is based on rotating the northwest line to Grid North
 NAD83(2011) epoch 2010.00 by utilizing GPS methods.

1/2" Iron Rods With Cap set at all corners unless otherwise noted.

The Agricultural and Mechanical College of Texas, Water Pipe Line Easement and Contract as described in Volume 145, Page 459 does affect this tract

KAREN K ROGERS & MARK CLARENCE KONECNY
 63 ACRES
 2973/199,201

MARY FAYE ARNOLD
 20.0 ACRES
 703/315

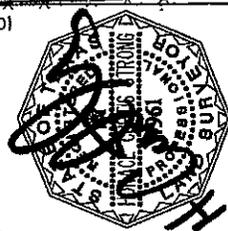
LINDA KAY BYNUM SUGGS
 32.63 ACRES
 2268/19

**BRYAN TEXAS UTILITIES
 BOUNDARY SURVEY
 BEING 4.06 ACRES
 OUT OF THE
 LINDA KAY BYNUM
 32.63 ACRE TRACT
 VOLUME 2268, PAGE 19
 ZENO PHILLIPS SURVEY, A-45
 BRAZOS COUNTY, TEXAS
 SCALE 1" = 200' AUGUST 9, 2016**

STRONG SURVEYING
 Firm No. 10093500 email: curtis@strongsurveying.com

1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096

T. J. WOOLEN SURVEY, A-59



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that the above plat represents the results of a survey performed on the ground during the month of June, 2016 and is true and correct to the best of my knowledge.

F.M. HIGHWAY NO. 1688 AS PER TX DOT ROW MAP (No Deed Found)