

**April 25, 2024**

**Item No. 9.1.**

**Real Estate Contract for Lots 1 & 2 in College Station Business Center**

**Sponsor:** Michael Ostrowski, Chief Development Officer

**Reviewed By CBC:** N/A

**Agenda Caption:** Presentation, discussion, and possible action regarding a real estate contract with Fera Diagnostics and Biologicals Corporation for the sale of approximately 12 acres of land in the College Station Business Center at the intersection of Gateway Boulevard and State Highway 6 for the price of \$3,300,000.

**Relationship to Strategic Goals:**

Diverse and Growing Economy

**Recommendation(s):** Staff recommends approval of the real estate contract.

**Summary:** Comprising a total of approximately 12 acres on the corner of Gateway Boulevard and State Highway 6 frontage road, Lot 1 is a 6.007 acre lot, and Lot 2 is a 5.635 acre lot in Block 6, Phase Two of the College Station Business Center. The real estate contract is for the sale of these lots for \$3,300,000, which is approximately \$6.50 per sq.ft., to Fera Diagnostics and Biologicals Corporation for the intended construction of their new headquarters. Fera Diagnostics and Biologicals Corporation is a research-driven company that focuses on developing products to improve the welfare of animals.

**Budget & Financial Summary:** The sale of the property would be for a price of \$3,300,000.

**Attachments:**

1. Real Estate Contract

## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE ("Real Estate Contract") is made by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER"), and **FERA DIAGNOSTICS AND BIOLOGICALS CORPORATION**, a Delaware Corporation ("BUYER"), upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

**1.1** SELLER agrees to sell and convey by Special Warranty Deed and BUYER agrees to purchase and pay for:

a fee simple interest in and to all those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being Lot One "R" (1R) and Lot Two (2), Block Six (6), THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, an addition to the City of College Station, Brazos County, Texas, according to the Resubdivision and Final Plat recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas, a copy of said Resubdivision and Final Plat attached hereto as **EXHIBIT A** together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (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.

**1.2 City Council Approval.** This Real Estate Contract to sell and purchase the PROPERTY is subject to approval by vote of the City Council of the City of College Station, Texas, such approval reflected by the signature of SELLER's representatives to this Real Estate Contract.

**1.3** The SELLER has provided a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER at BUYER'S option pursuant to the terms of this Real Estate Contract; said Title Commitment attached hereto as **EXHIBIT B** and made a part hereof for all intents and purposes.

**1.4** The SELLER has provided a copy of the Final Plat (being a replat) of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, an addition to the City of College Station, Brazos County, Texas, recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas, out of which 6.007 acres comprising Lot 1R and 5.635 acres comprising Lot 2, Block 6 is the PROPERTY to be conveyed to BUYER, as shown in **EXHIBIT A**.

**1.5** BUYER may at its cost order a Phase I Environmental Site Assessment.

**1.6** The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness shall be prorated as of the closing date and shall be adjusted

in cash at the closing. SELLER is a tax-exempt entity. BUYER agrees and understands that SELLER assumes no responsibility for rollback taxes, if any.

**1.7 Feasibility.**

- (a) **Feasibility Period.** BUYER requires adequate time to complete due diligence. BUYER shall have a **feasibility period of one hundred and eighty (180) days** from **Opening of Escrow** as set forth below (the "Feasibility Period") to conduct pre-marketing studies, engineering, environmental, feasibility, zoning, land plan or land use studies or reviews, inspections, investigations, and reviews of the PROPERTY. BUYER and its employees, agents and/or independent contractors may come upon said PROPERTY at any time during the Feasibility Period in connection with the BUYER'S review of the PROPERTY (**provided that BUYER shall indemnify and hold harmless SELLER from and against any and all liability, responsibility or damages incurred or sustained by SELLER as a result of the actions of BUYER, its employees, agents or independent contractors in connection therewith, but not the mere discovery of an existing condition on the PROPERTY**). BUYER shall, at its expense, promptly repair and restore any damage to the PROPERTY caused by BUYER and/or its agents in connection with such inspections, studies, or tests. **BUYER hereby agrees to indemnify, defend, and hold SELLER harmless from and against all loss, cost, damage, claims or cause of action actually incurred by SELLER or asserted against SELLER arising from personal injury or property damage caused by actions taken at the PROPERTY by BUYER or its agents, engineers or consultants, but not the mere discovery of an existing condition on the PROPERTY.** SELLER acknowledges that BUYER intends to conduct an investigation of the PROPERTY, which may include examination of any and all documentation with respect to the PROPERTY, examination of the title to the PROPERTY, conduct tests to determine the presence or absence of hazardous waste, asbestos, radon and other similar materials and substances, and determine the compliance of the PROPERTY with all applicable laws, rules, codes and regulations. Notwithstanding anything contained herein to the contrary, BUYER'S repair and indemnification obligations pursuant to this Section shall survive closing hereunder or termination of this Agreement (regardless of the reason for termination), as the case may be. During the first thirty (30) days of the Feasibility Period, Seller shall provide to Buyer copies of any previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the PROPERTY, any plats of the PROPERTY, and copies of current utility capacity letters for the PROPERTY.

**1.8 Governmental Approvals.**

- (a) During the Feasibility Period as part of BUYER'S due diligence, BUYER may pursue, at BUYER'S sole cost and expense, such governmental consents or approvals regarding the PROPERTY with respect to BUYER'S proposed PROPERTY development ("Governmental Approvals") and contact appropriate governmental

authorities according to applicable law regarding the PROPERTY; provided, however, that BUYER shall pay all fees and expenses incurred by BUYER in attempting to obtain any governmental approvals. SELLER may provide reasonable assistance to the BUYER regarding governmental approvals.

(b) BUYER acknowledges that SELLER is a Texas Home Rule Municipal Corporation with regulatory authority over land use and building applications, including subdivision, zoning, development, and construction on real property within College Station city limits.

(c) **THE BUYER RECOGNIZES AND EXPRESSLY AGREES THAT THE SELLER IS NOT OBLIGATED BY VIRTUE OF THIS AGREEMENT TO APPROVE ANY APPLICATION OR REQUEST FOR GOVERNMENTAL APPROVALS WHICH SELLER OR BUYER MAY SUBMIT TO A GOVERNMENTAL BODY AND CERTIFIES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS TO OR AGREEMENTS WITH BUYER THAT SELLER WILL GRANT ANY GOVERNMENTAL APPROVALS SUBMITTED BY BUYER OR SELLER.**

**1.9** On or before the expiration of the Feasibility Period, BUYER shall provide the SELLER and the Title Company with written notice that either (i) the PROPERTY is acceptable and BUYER desires to consummate the transaction contemplated herein or (ii) the PROPERTY is not acceptable and BUYER desires to terminate this Agreement. BUYER'S failure to notify SELLER, in writing, that the PROPERTY is not acceptable during the Feasibility Period shall mean the PROPERTY is acceptable and the Agreement remains in effect. BUYER'S election to proceed to close the transaction contemplated with respect to the PROPERTY shall constitute BUYER's election that the PROPERTY is acceptable.

**1.10** The sale of the PROPERTY shall be made by a Special Warranty Deed in the form prepared by SELLER attached hereto as **EXHIBIT C**.

## **ARTICLE II PURCHASE PRICE**

**2.1** The purchase price for said PROPERTY shall be the amount of **THREE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,300,000.00)**.

**2.2** The purchase price shall be payable in full at closing.

**ARTICLE III  
EARNEST MONEY AND FEASIBILITY FEE**

**3.1 Earnest Money.** BUYER agrees to deposit with SOUTH LAND TITLE, LLC at 3800 Cross Park Drive, Bryan, Texas 77802 (the "Title Company") as an earnest money deposit, the sum of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** in cash (the "Earnest Money"). Within three (3) business days after the full execution of this Real Estate Contract by BUYER and SELLER, BUYER will deposit the sum of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** with the Title Company. The date on which such Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**". The Title Company shall be directed to invest the Earnest Money in an interest-bearing account mutually acceptable to SELLER and BUYER. Any interest earned on this account shall be added to the Earnest Money and considered a part of the Earnest Money. The Earnest Money shall be credited to the Purchase Price at Closing.

If BUYER terminates this Agreement at any time for any reason in BUYER's sole discretion by written notice to SELLER on or before the end of the Feasibility Period hereinafter defined, or if the transaction contemplated by this Agreement fails to close by reason of default or breach of SELLER (or the failure of a condition precedent), the Earnest Money shall be returned to BUYER. Should BUYER determine not to go forward with purchasing the PROPERTY, BUYER's sole recourse shall be to terminate this Agreement prior to the expiration of the Feasibility Period (or later if such election to terminate is in connection with the failure of a condition precedent) and receive the return of the Earnest Money as provided above. If the transaction contemplated by this Agreement fails to close by reason of default or breach of BUYER, then SELLER shall be entitled to receive and retain from BUYER the Earnest Money as liquidated damages and as SELLER's sole and exclusive remedy against BUYER. Upon BUYER and SELLER'S joint written notice to the Title Company of the termination of this Real Estate Contract, the Title Company shall disburse such Earnest Money and any accrued interest thereon to BUYER and/or SELLER as instructed therein.

**3.2 Feasibility Fee.** Within seven (7) business days after the full execution of this Real Estate Contract by BUYER and SELLER, BUYER will deliver to SELLER the sum of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** in cash ("Feasibility Fee") as the required fee for the one hundred and eighty (180) day Feasibility Period as defined herein above. This Feasibility Fee is non-refundable, and it will not be a credit to the purchase price.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SELLER**

**4.1** SELLER hereby represents and warrants to BUYER as follows:

- (a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract.

**THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.**

**BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFIT-ABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED, AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.**

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES OF BUYER**

**5.1** 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 Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained on or before closing will have been taken.

**ARTICLE VI  
CLOSING**

**6.1** The closing shall be held at SOUTH LAND TITLE, LLC, within sixty (60) days from the expiration of the Feasibility Period (the “closing date”). SELLER and BUYER may mutually agree, in writing, to extend the closing date, but in no event shall the closing be extended later than **January 1, 2025**. The City Manager is authorized to extend the closing date on behalf of SELLER.

**6.2** At the closing, SELLER shall:

- (a) Prepare, at SELLER’s cost, and deliver to BUYER the duly executed and acknowledged Special Warranty Deed conveying the PROPERTY, free and clear of any and all liens and encumbrances, except for those listed on Schedule B of the Title Commitment attached as **EXHIBIT B** and those additional reservations and matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (b) Deliver possession of the PROPERTY to BUYER.
- (c) At BUYER’s election, deliver to BUYER, at SELLER’s expense, a Title Policy insuring indefeasible title issued by South Land Title, LLC, in BUYER’s favor in the full amount of the purchase price, insuring BUYER’s fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment attached as **EXHIBIT B** and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (d) Pay BUYER’S Broker and/or Real Estate Commission fees, if any not to exceed three percent (3%) of the purchase price
- (e) Pay SELLER’S Broker and/or Real Estate Commission fees, if any.
- (f) Pay the SELLER’s expenses or attorney fees.
- (g) Receive the Purchase Price and Feasibility Fee, together with any accrued interest thereon.

**6.3** Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the purchase price.
- (b) If BUYER elects to get a new survey of the PROPERTY, pay the cost of the new survey of the PROPERTY, and pay any additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (c) If BUYER elects to acquire a Title Policy, SELLER will pay the cost of the title policy premium for a Title Policy insuring indefeasible title issued by South Land Title, LLC, in BUYER’s favor in the full amount of the purchase price, insuring

BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment attached as **EXHIBIT B** and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.

- (d) Pay the escrow fees.
- (e) Pay the cost for tax certificates.
- (f) Pay the sole costs to obtain, deliver and record all documents to be recorded at closing relative to any lien BUYER may obtain for the purchasing of the PROPERTY.
- (g) Pay the costs to record all documents recorded at closing for the purchase of the PROPERTY.
- (h) Pay the BUYER's expenses and attorney fees.
- (i) Pay any and all other closing costs customary to BUYER.

#### **ARTICLE VII SPECIAL CONDITIONS**

**7.1** The Special Warranty Deed will contain the following reservations and information, and the following **AS IS** language:

**GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights.** As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, from surface locations other than on the PROPERTY, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.

**GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **EXHIBIT A**;**



provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the PROPERTY, or through the pooling of such mineral interests for the development with adjacent parcels.

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

**GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.**

**ARTICLE VIII  
BREACH BY BUYER**

**8.1** In the event BUYER fails to fully and timely perform any of BUYER'S obligations under this Real Estate Contract or fails to consummate the sale of the PROPERTY for any reason except SELLER's default, SELLER may, as its sole and exclusive remedy, collect the Earnest Money and terminate this Real Estate Contract.

**ARTICLE IX  
BREACH BY SELLER**

**9.1** In the event SELLER fails to consummate the conveyance of the PROPERTY (SELLER being in default and BUYER not being in default hereunder), BUYER shall have the right to:

- (a) Collect the Earnest Money and terminate this Real Estate Contract; and/or
- (b) Bring suit against SELLER only for expectancy and incidental damages, if any.

**ARTICLE X  
MISCELLANEOUS**

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

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

**BUYER:** FERA DIAGNOSTICS AND BIOLOGICALS CORPORATION,  
a Delaware Corporation  
5900 Matrix Dr.  
College Station, Texas 77845  
Email: [bicalho@feraah.com](mailto:bicalho@feraah.com)

**SELLER:** City of College Station  
Attention: Adam C. Falco, City Attorney  
City Attorney's Office  
P. O. Box 9960  
College Station, Texas 77842  
Telephone: 979-764-3507  
Email: [afalco@estx.gov](mailto:afalco@estx.gov)

**10.3 Texas Law to Apply:** This Real Estate 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 Real Estate Contract are to be performed in Brazos County, Texas.

**10.4 Parties Bound:** This Real Estate 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 Real Estate 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 Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative. Buyer may assign this Real Estate Contract without the consent of Seller if such assignment is to an affiliate of Buyer or a wholly owned entity of Buyer or Buyer's owner. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller.

**10.5 Invalid Provision:** In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**10.6 Construction:** The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate 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 Real Estate Contract or any amendments or exhibits hereto.

**10.7 Prior Agreements Superseded:** This Real Estate 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.

**10.8 Time of Essence:** Time is of the essence to this Real Estate Contract.

**10.9 Gender:** Words of any gender used in this Real Estate 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.

**10.10 Multiple Counterparts:** This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.

**10.11 Real Estate Contract Execution.** This Real Estate Contract by SELLER to SELL the PROPERTY is approved by vote of the City Council of the City of College Station, Texas; such approval reflected by the signature of SELLER's representative to this Real Estate Contract. Once this Real Estate Contract is executed by the BUYER and SELLER, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by vote of the City Council.

**10.12 Memorandum of Real Estate Contract:** Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

**LIST OF EXHIBITS:**

**EXHIBIT A** Copy of Final Plat (being a replat) of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, an addition to the City of College Station, Brazos County, Texas, recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas

**EXHIBIT B** South Land Title, LLC Title Commitment with an effective date of November 10, 2023

**EXHIBIT C** Special Warranty Deed

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

**CITY OF COLLEGE STATION, TEXAS**  
a Texas Home Rule Municipal Corporation

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**BUYER:**

**FERA DIAGNOSTICS AND  
BIOLOGICALS CORPORATION,**  
a Delaware corporation

By: *[Signature]*

Name: RODRIGO BICALHO

Title: CEO

Date: 04/19/2024

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

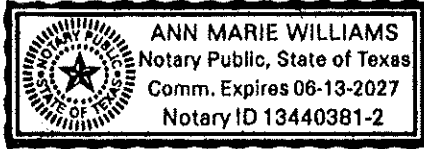
\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 19<sup>th</sup> day of April, 2024,  
by Rodrigo Bialho CEO of FERA DIAGNOSTICS AND BIOLOGICALS  
CORPORATION, a Delaware corporation, on behalf of said FERA DIAGNOSTICS AND  
BIOLOGICALS CORPORATION, a Delaware Corporation.



[Signature]  
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by JOHN P. NICHOLS, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home  
Rule Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

**EXHIBIT A**

Copy of Final Plat (being a replat) of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, an addition to the City of College Station, Brazos County, Texas, recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas





**FINAL PLAT**

**THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO**  
**BLOCK 6, LOTS 1R & 2-5**

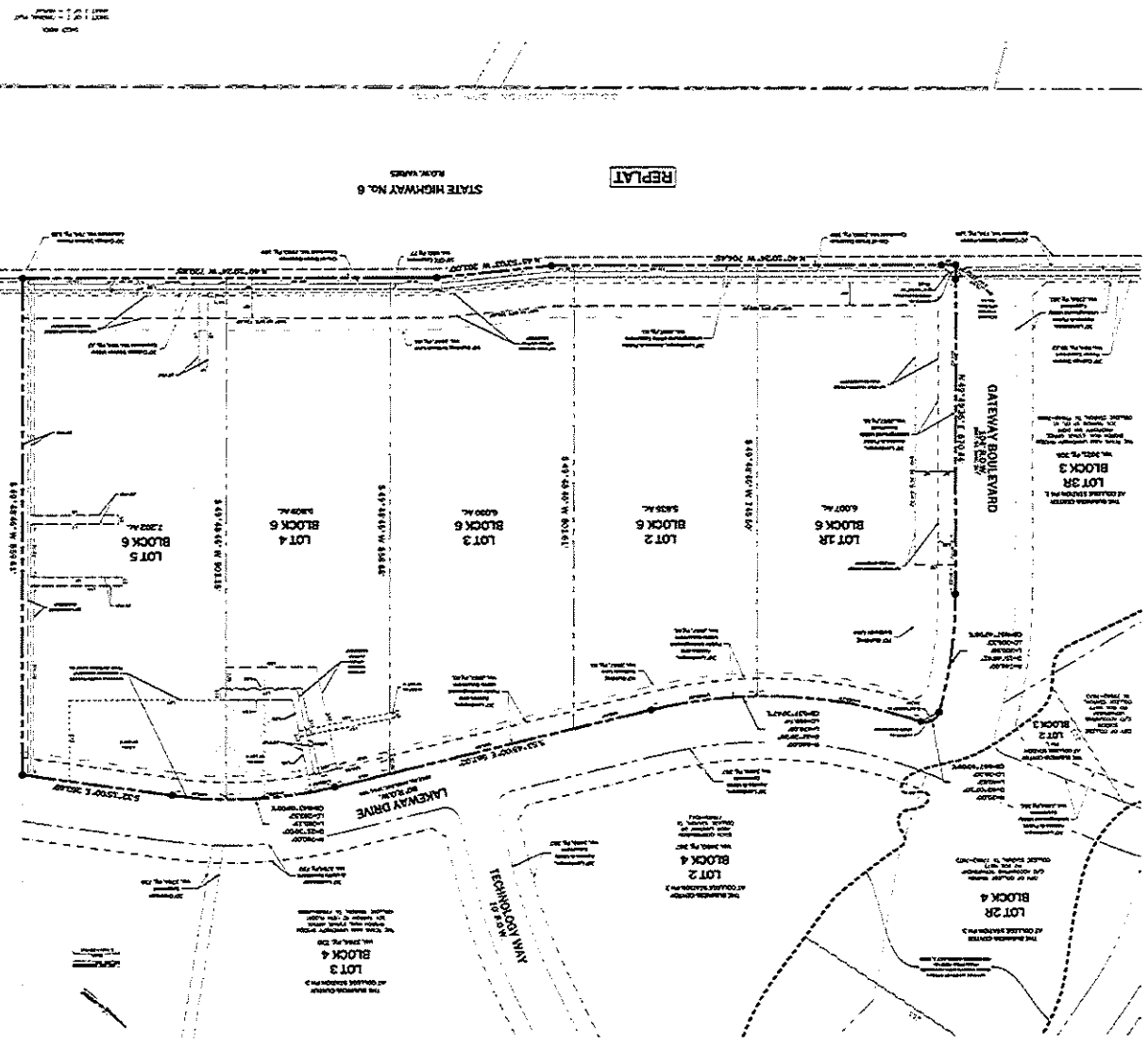
BEING A PART OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, 30.743 ACRES, SUBDIVIDED AND PLATTED IN ACCORDANCE WITH THE PLAT ACT, CHAPTER 63, SECTION 049, AND CHAPTER 63, SECTION 057, OF THE STATUTES OF THE STATE OF TEXAS.

CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

APPROVED AND AUTHORIZED FOR THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, BY THE CITY CLERK, COLLEGE STATION, TEXAS, ON THIS 15th DAY OF MAY, 2019.

APPROVED AND AUTHORIZED FOR THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, BY THE CITY CLERK, COLLEGE STATION, TEXAS, ON THIS 15th DAY OF MAY, 2019.

APPROVED AND AUTHORIZED FOR THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, BY THE CITY CLERK, COLLEGE STATION, TEXAS, ON THIS 15th DAY OF MAY, 2019.



**THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO**  
**BLOCK 6, LOTS 1R & 2-5**

BEING A PART OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, 30.743 ACRES, SUBDIVIDED AND PLATTED IN ACCORDANCE WITH THE PLAT ACT, CHAPTER 63, SECTION 049, AND CHAPTER 63, SECTION 057, OF THE STATUTES OF THE STATE OF TEXAS.

CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

APPROVED AND AUTHORIZED FOR THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, BY THE CITY CLERK, COLLEGE STATION, TEXAS, ON THIS 15th DAY OF MAY, 2019.

APPROVED AND AUTHORIZED FOR THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, BY THE CITY CLERK, COLLEGE STATION, TEXAS, ON THIS 15th DAY OF MAY, 2019.

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**EXHIBIT B**

South Land Title, LLC Title Commitment effective November 10, 2023

COMMITMENT FOR TITLE INSURANCE (T-7)

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

We, TEXAN TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

Countersigned by:

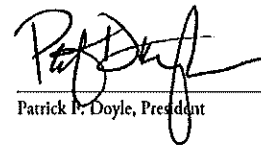


Authorized Countersignature  
South Land Title, LLC

Company Name



Texan Title Insurance Company

  
Patrick P. Doyle, President

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 6710 Stewart Road, Suite 300, Galveston, Texas 77551.

File No. BC2312582  
Commitment of Title Insurance (T-7) - Version 1/3/14

TEXAN TITLE INSURANCE COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER

1-866-55-TEXAN

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE

P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-866-55-TEXAN

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS

P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 490-1007

File No. BC2312582  
Commitment of Title Insurance (F-7) - Version 1/3/14

**TEXAN TITLE INSURANCE COMPANY**  
**TEXAS TITLE INSURANCE INFORMATION**

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
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Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied, or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-55-TEXAN or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure

File No. BC2312582  
Commitment of Title Insurance (T-7) - Version 1/3/14

you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

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Commitment of Title Insurance (T-7) - Version 1/3/14

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: November 5, 2023, 8:00 am

GF No. BC2312582

Commitment issued November 10, 2023,

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: **\$3,489,000.00**  
PROPOSED INSURED: **HFLPI-College Station, LLC**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:

**City of College Station, a municipal home rule corporation**

4. Legal description of land:

**Being all that certain lot, tract or parcel of land, lying and being situated in Brazos County, Texas, and being Lot One "R" (1R) and Two (2) Block Six (6), THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, an addition to the City of College Station, Brazos County, Texas, according to the Resubdivision and Final Plat recorded in Volume 15639, Page 231, Official Records of Brazos County, Texas.**

**COMMITMENT FOR TITLE INSURANCE T-7  
ISSUED BY**

GF No. BC2312582

**TEXAN TITLE INSURANCE COMPANY  
SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 15639, Page 231 (on plat), Volume 15667, page 143 and 195, of the Official Records of Brazos County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate

**FORM T-7: Commitment for Title Insurance**

Page 2



Continuation of Schedule B

GF No. BC2312682

exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of Parties in possession.**
- b. **Subject to any and all visible and/or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.**
- c. **Any encroachment, encumbrance violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- d. **Any portion of the subject property lying within the boundaries of a public or private roadway, whether dedicated or not.**
- e. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.**
- f. **Rights of tenants, as tenants only, under existing lease agreements affecting the land.**
- g. **Easements and Building lines, as shown by the plat of said subdivision recorded in Volume 15639, Page 231, Official Records of Brazos County, Texas.**
- h. **Easement from E. S. Wickes to Humble Pipeline Co., dated July 7, 1919, recorded in Volume 48, page 614, Deed Records of Brazos County, Texas.**
- i. **Easement from C. E. Jones to Humble Pipeline Co., dated July 22, 1919, recorded in Volume 49, page 25, Deed Records of Brazos County, Texas.**
- j. **Easement from J.E. Marsh to Gulf States Utilities Company, dated April 1, 1947, recorded in Volume 129, page 496, Deed Records of Brazos County, Texas.**
- k. **Easement from C. Edgar Jones to Gulf States Utilities Company, dated May 14, 1947, recorded in Volume 130, page 152, Deed Records of Brazos County, Texas.**
- l. **Easement in Deed from Holloway Sand & gravel Co., Inc. to Howard L. Perry, dated June 1, 1973, recorded in Volume 316, page 416, Deed Records of Brazos County, Texas.**
- m. **Easement from Kenneth M. Morris, Trustee to Clajon Gas Company, dated January 27, 1981, recorded in Volume 473, page 65, Deed Records of Brazos County, Texas.**
- n. **Easement from J. A. C. Developers, Inc, to General Telephone Company of the Southwest, dated February 2, 1984, recorded in Volume 650, page 77, Official Records of Brazos County, Texas.**
- o. **Easement from W.D. Fitch to City of College Station, dated January 2, 1985, recorded in Volume 754, page 138, Official Records of Brazos County, Texas.**
- p. **Easement from W.D. Fitch to City of College Station, dated July 31, 1985, recorded in Volume 904, page 22, Official Records of Brazos County, Texas.**

FORM T-7: Commitment for Title Insurance

Page 3

- q. Easement from City of College Station to City of Bryan, dated October 23, 1997, recorded in Volume 2960, page 109, Official Records of Brazos County, Texas.
- r. Easement from City of College Station to Pebble Creek Development, Co., dated September 24, 1999, recorded in Volume 3618, page 83, Official Records of Brazos County, Texas.
- s. Mineral reservation in Deed from Sally N. White et al to E. S. Wilkes, dated August 24, 1918, recorded in Volume 46, page 626, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- t. Mineral reservation as shown in deed from Ed S. Wickes, et al to J.E. Marsh, dated April 28, 1940 and recorded in Volume 163, page 279, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- u. Mineral reservation in Deed from C. Edgar Jones to Navasota Land & Cattle Company, dated October 12, 1961, recorded in Volume 215, page 227, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- v. Royalty Reservation from Grace H. Marsh to Michigan International Speedway, Inc., dated March 19, 1969, recorded in Volume 277, page 84, Deed Records, Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- w. Mineral reservation in Deed from Kenneth M. Morris, Trustee to Jerry D. Spearman, dated June 23, 1981, recorded in Volume 487, page 199, Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- x. Mineral reservation as shown in deed from Kenneth M. Morris, Trustee to R.F. Spearman, dated June 23, 1981 and recorded in Volume 487, page 204, Deed Records; subject to release of surface rights as set forth in instrument recorded in Volume 1025, Page 826, Official Records, both being of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- y. Royalty Deeds from Grace H. Marsh, to Louise M. Reeves, Trustee dated December 30, 1981, recorded in Volume 504, pages 677 and 681, Deed Records of Brazos County, Texas. Title to these mineral interests has not been traced subsequent to the date of the above-cited instruments.
- z. Mineral Deed from Kenneth M. Morris, Trustee to Howard L. Terry, et al, dated March 19, 1991, recorded in Volume 1252, page 211, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- aa. Mineral/Royalty Deed from D. E. Roberson et ux to The Robyn's Nest Family Revocable Trust, dated September 26, 2000, recorded in Volume 3979, page 181, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- bb. Mineral/Royalty Deed from Henry O. Boswell, Jr et ux to Dome Lake Investment, LP, dated April 13, 2005, recorded in Volume 6751, page 16, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- cc. Mineral Deed from Dorothy Abbott to Donna Janette Baldwin, dated January 4, 2014, recorded in Volume 11791, page 190, Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.

Continuation of Schedule B

GF No. **BC2312582**

**FORM T-7: Commitment for Title Insurance**

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Fera - Business Center Lot 1R & 2 Real Estate Contract  
Contract No. 24300467

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**COMMITMENT FOR TITLE INSURANCE T-7  
ISSUED BY**

GF No. BC2312582

**TEXAN TITLE INSURANCE COMPANY  
SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
6. NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.
7. Provide evidence of authority of the Representative of the City of College Station, a municipal home rule corporation, to act on behalf of same in execution of documents required to consummate the instant transaction.
8. Company requires proof that the subject property qualified for each ad valorem tax exemption that was granted to it for the last five tax years.
9. Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2022.
10. Company will require a properly executed Waiver of Inspection.
11. Company requires an Affidavit as to Debts and Liens to be executed at closing.
12. "The title insurance policy being issued to you contains an Arbitration Provision. It allows you or the Company to require arbitration if the amount of Insurance is \$2,000,000 or less. If you want to retain your

FORM T-7: Commitment for Title Insurance

Page 6

Continuation of Schedule C

GF No. BC2312562

right to sue the Company in case of a dispute over a claim, you must request deletion of the Arbitration Provision before the policy is issued. If you are the purchaser in the transaction and seek deletion of the Arbitration Provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration Provision, please inform us through your Closing Instructions."

The following is for informational purposes only:

The current vesting deed is as follows:

Warranty Deed executed by College Station Economic Development Foundation, a non-profit corporation to City of College Station, a municipal home rule corporation, dated December 31, 1991, recorded in Volume 1385, page 14, Official Records of Brazos County, Texas.

Courtesygood  
South L and Title, LLC



By \_\_\_\_\_  
Authorized Counter Signatory

FORM T-7: Commitment for Title Insurance

Page 7

Fera - Business Center Lot 1R & 2 Real Estate Contract  
Contract No. 24300467

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**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **BC2312582**

Effective Date: **November 5, 2023, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

(a) The Title Insurance Company, **Texan Title Insurance Company**, is wholly owned by Texan Title Holdings, LLC. Individuals, partnerships, corporations, trusts or other entities owning ten percent (10%) or more of Texan Title Holdings, LLC:

Patrick F. Doyle - 100%

(b) The directors of Texan Title Insurance Company are Patrick F. Doyle, Jessica R. Carper, Jeffrey A. Adams and Russell Sugg

(c) The president, executive or senior vice-president, secretary and treasurer of Texan Title Insurance Company:

Patrick F. Doyle - Chief Executive Officer and President  
 Jessica R. Carper - Senior Vice President and Treasurer  
 Jeffrey A. Adams - General Counsel and Secretary  
 J. Brandon Linscomb - Senior Vice President  
 Russell Sugg - Executive Vice President

2. The issuing Title Insurance Agent, **South Land Title, LLC** a Texas Limited Liability Company, whose members owning or controlling, directly or indirectly, 1% or more of said company (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent), and managers are listed below:

Patrick F. Doyle, President  
 Jessica R. Carper, Treasurer

South Land Title, LLC is owned 100% by Texan Title Holdings, LLC which is owned 100% by Patrick F. Doyle.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u>\$16,352.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$16,352.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" \*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

**COMMITMENT FOR TITLE INSURANCE (Form T-7)**

**TEXAS TITLE INSURANCE INFORMATION**

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



**DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Texan Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$16,352.00	2 1000	3 3	4 41	5			

DISCLOSURE TO SELLER, BUYER/BORROWER ABOUT  
PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

**I. REPRESENTATION OF INTERESTS**

In connection with the transaction you are closing today, a document of conveyance and/or curative documents have been prepared on behalf of Seller and Buyer/Borrower, and/or a loan has been obtained from a lending institution (or individual owner under an owner-finance) to finance all or part of the purchase price of Borrower's property, or to refinance an earlier loan made to Borrower, or which Borrower assumed, that is secured on the subject property. Seller, Buyer/Borrower or and/or lender is using the services of the law firm of DOYLE LAW FIRM, PLLC in the preparation of various legal instruments and loan documents in connection with this transaction, and you must pay for such services. By signing below, Borrower is acknowledging that DOYLE LAW FIRM, PLLC has not represented Borrower's interests or given Borrower any legal advice concerning the contract to sell and purchase the property, if applicable, or otherwise related to the property or to the legal instruments and loan documents executed in connection with the home loan transaction or the closing of the transaction itself.

**II. RELATIONSHIP OF PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC**

PATRICK F. DOYLE is the sole owner of the law firm of DOYLE LAW FIRM, PLLC.

**III. RELATIONSHIP OF TITLE COMPANY AND PATRICK F. DOYLE**

PATRICK F. DOYLE is the sole owner of Texan Title Holdings, LLC, which is the parent company of SOUTH LAND TITLE, LLC, located in Bryan, Texas

**IV. RELATIONSHIP OF TAX SERVICE PROVIDER AND PATRICK F. DOYLE**

PATRICK F. DOYLE is the sole owner of Realty Tax Search, Inc., which provides ad valorem tax searches, and collects, stores and disseminates such information regarding your transaction, and collects a standard fee for services related thereto.

**V. FREEDOM TO HIRE A LAWYER**

By signing below, each party hereto acknowledges that they have had the opportunity to consult independent counsel or hire an attorney to represent them regarding this transaction and its consequences.

**VI. OBLIGATION TO PAY LEGAL FEES**

By signing below, each party acknowledges that they must pay at the time of closing, or on demand, the legal fees of DOYLE LAW FIRM, PLLC as each party may have agreed to pay in the contract of sale and purchase or in the loan application or any other document they may have signed. The charges for the services of DOYLE LAW FIRM, PLLC are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Attached hereto as Exhibit "A" and incorporated herein is PATRICK F. DOYLE's Affiliated Business Arrangement Disclosure Statement, which sets forth DOYLE LAW FIRM, PLLC's relationship to PATRICK F. DOYLE and Settlement Service Charge or range of charges.

**VII. DESCRIPTION OF LEGAL SERVICES**

In representing the lender's interest in this loan transaction, DOYLE LAW FIRM, PLLC provided a variety of services of a legal nature. DOYLE LAW FIRM, PLLC reviews as necessary the sales contract, survey, title report or commitment of title insurance, various documents of record such as restrictions and easements, and typically prepares such instruments as the Note, Deed of Trust, Affidavits and various miscellaneous documents required by the lender.

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Furthermore, each party hereto acknowledges that DOYLE LAW FIRM, PLLC may have prepared certain documents upon the request of **South Land Title, LLC**, and has not in any manner, undertaken to assist or render legal advice to the undersigned, with respect to this transaction. The attorney preparing the documents represents **South Land Title, LLC**.

Each party hereto has been provided with an opportunity to examine the title commitment issued by the title company in this transaction, and is satisfied with the contents of such commitment. Further, each party hereto agrees and understands that this transaction is not "closed" until all disbursements are made on behalf of all parties. In the event there are any additional charges for anyone furnishing services, requiring payoff, or by any taxing authority, each party hereto will pay such charges upon written request.

The undersigned understand and agree that the parties may allocate payment of legal fees between themselves as they may agree.

#### VIII. ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the lender, DOYLE LAW FIRM, PLLC and PATRICK F. DOYLE that you have received a copy of this disclosure, that you have read all of the above statements, that you understand them, and that what has been stated in this disclosure is accurate and truthful. Furthermore, you acknowledge that you have read this disclosure form and understand that PATRICK F. DOYLE is referring you to purchase the settlement services as described herein on Exhibit "A" and may receive a financial or other benefits as the result of this referral.

{00028567.DOC}

EXHIBIT "A"

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT  
NOTICE

FROM: PATRICK F. DOYLE

GF#: BC2312582

This is to give you notice that PATRICK F. DOYLE has a business relationship with and ownership interest in REALTY TAX SEARCH, INC. and TEXAN TITLE HOLDINGS, LLC, which is the parent company of SOUTH LAND TITLE, LLC. PATRICK F. DOYLE, sole owner of the law firm of DOYLE LAW FIRM, PLLC, is also the sole owner of TEXAN TITLE HOLDINGS, LLC, which is the parent company of SOUTH LAND TITLE, LLC (real estate closing services).

Set forth below is the estimated charge or range of charges of the settlement services listed. You are NOT required to use the listed providers as a condition for closing your transaction of the subject property. THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Services Charge or Range of Charges:

SOUTH LAND TITLE, LLC	(premium fees as set by State Board of Insurance and vary depending on value of transaction and credits available to consumer)
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Realty Tax Search	\$81.19
-------------------	---------

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Patrick F. Doyle is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

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**SOUTH LAND TITLE, LLC  
PRIVACY POLICY**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of SOUTH LAND TITLE, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED BY YOU OR YOUR LENDER.

WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

NO PERSON, ENTITY OR FIRM WHO IS NOT A PARTY TO YOUR CONTRACT IS PERMITTED TO RECEIVE ANY INFORMATION FROM THIS COMPANY ON ANY MATTER RELATED TO YOUR CONTRACT.

**DOYLE LAW FIRM, PLLC  
PRIVACY POLICY NOTICE**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of DOYLE LAW FIRM, PLLC

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**EXHIBIT C**  
Special Warranty Deed



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

**DATE:** \_\_\_\_\_, 202\_\_

**GRANTOR:** THE CITY OF COLLEGE STATION, TEXAS,  
a Texas Home Rule Municipal Corporation

**GRANTOR'S MAILING ADDRESS:** P. O. Box 9960  
(including county) Brazos County  
College Station, Texas 77842

**GRANTEE:** FERA DIAGNOSTICS AND BIOLOGICALS CORPORATION, a  
Delaware corporation

**GRANTEE'S MAILING ADDRESS:** 5900 Matrix Drive  
(including county) Brazos County  
College Station, Texas 77845

**CONSIDERATION:** TEN AND NO/ Dollars (\$10.00) and other good and valuable  
consideration

**PROPERTY:**

Being all that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot One "R" (1R) and Lot Two (2), Block Six (6), THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, an addition to the City of College Station, Brazos County, Texas, according to the Resubdivision and Final Plat recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas (the "Land"), together with all and singular the rights and appurtenances pertaining to the Land, including all right, title and interest of GRANTOR as owner of the Land in and to adjacent roads, streets, alleys or rights-of-way, all easements benefitting the Land, and all utility rights and reservations with respect to the Land.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Restrictive covenants, terms, conditions, stipulations, easements and building lines as shown on Final Plat of The Business Center at College Station, Phase Two, Block 6, Lots 1R and 2-5, recorded in Volume 15639, Page 231, Official Public Records of Brazos County, Texas.
2. Terms, conditions and stipulations contained in Declaration of Covenants and Restrictions for The Business Center at College Station dated November 1, 2019, recorded in Volume 15667, Page 143, Official Public Records of Brazos County, Texas.
3. Terms, conditions and stipulations contained in Declaration of Restrictive Covenants of The Business Center at College Station, Phase Two, Block 6, Lots 1R & 2-5 Subdivision, dated November 1, 2019, recorded in Volume 15667, Page 195, Official Public Records of Brazos County, Texas.
4. Easement dated July 7, 1919, from E. S. Wickes to Humble Pipe Line Company, recorded in Volume 48, Page 614, Deed Records of Brazos County, Texas.
5. Easement dated July 22, 1919, from C.E. Jones to Humble Pipe Line Company, recorded in Volume 49, Page 25, Deed Records of Brazos County, Texas.
6. Easement dated April 1, 1947, from J. E. Marsh and Grace H. Marsh to Gulf States Utilities Company, recorded in Volume 129, Page 496, Deed Records of Brazos County, Texas.
7. Easement dated May 14, 1947, from C. Edgar Jones to Gulf States Utilities Company, recorded in Volume 130, Page 152, Deed Records of Brazos County, Texas.
8. Easement reserved in Deed dated June 1, 1973, from Holloway Sand & Gravel Company, Inc. and Holloway Construction Company to Howard L. Terry, T. J. Collins and Duncan Properties, recorded in Volume 316, Page 416, Deed Records of Brazos County, Texas.
9. Pipeline Easement dated January 27, 1981, from Kenneth M. Morris, Trustee to Clajon Gas Company, recorded in Volume 473, Page 65, Deed Records of Brazos County, Texas.

10. Easement and Right of Way dated February 2, 1984, from J.A.C. Developers Inc. to General Telephone Company of the Southwest, recorded in Volume 650, Page 77, Official Records of Brazos County, Texas.
11. Utility Easement dated January 2, 1985, from W. D. Fitch to the City of College Station, Texas, recorded in Volume 754, Page 138, Official Records of Brazos County, Texas.
12. Utility Easement dated July 31, 1986, from W. D. Fitch to the City of College Station, Texas, recorded in Volume 904, Page 22, Official Records of Brazos County, Texas.
13. Right-Of-Way Easement dated October 23, 1997, from the City of College Station, Texas to the City of Bryan, Texas, recorded in Volume 2960, Page 109, Official Public Records of Brazos County, Texas.
14. Utility Easement dated September 24, 1999, from the City of College Station, Texas to Pebble Creek Development Co., recorded in Volume 3618, Page 83, Official Public Records of Brazos County, Texas.
15. Mineral reservation set out in Deed dated August 24, 1918, from James C. White, Sallie N. White, Robert L. White, Fay W. Rodes and G. E. Rodes to E. S. Wicks, recorded in Volume 46, Page 626, Deed Records of Brazos County, Texas.
16. Mineral reservation set out in Deed dated April 28, 1940, from Edna Wickes Wilkerson, I. O. Wilkerson, Henry G. Wickes, Ed S. Wickes, for himself and as survivor in community of himself and his deceased wife, Annie Wickes, W. C. Mitchell, Anne Lile Wickes Mitchell, W. M. Wickes and John Wickes to J. E. Marsh, recorded in Volume 103, Page 279, Deed Records of Brazos County, Texas.
17. Mineral reservation set out in Deed dated October 12, 1961, from C. Edgar Jones to Navasota Land & Cattle Company, recorded in Volume 215, Page 227, Deed Records of Brazos County, Texas.
18. Royalty reservation set out in Deed dated March 19, 1969, from Grace H. Marsh, Individually and as Independent Executrix of the Estate of J. E. Marsh, deceased to Michigan International Speedway, Inc., recorded in Volume 277, Page 84, Deed Records of Brazos County, Texas.
19. Mineral reservation set out in Warranty Deed dated June 23, 1981, from Kenneth M. Morris, Trustee to Jerry D. Spearman, recorded in Volume 487, Page 199, Deed Records of Brazos County, Texas.

20. Mineral reservation set out in Warranty Deed dated June 23, 1981, from Kenneth M. Morris, Trustee to R. F. Spearman, recorded in Volume 487, Page 204, Deed Records of Brazos County, Texas.
21. Release of Surface Rights dated January 28, 1988, from Kenneth M. Morris, Trustee to W. D. Fitch, Area Progress Corporation and College Station Economic Development Foundation, recorded in Volume 1025, Page 826, Official Records of Brazos County, Texas.
22. Royalty Deed dated December 30, 1981, from Grace H. Marsh to Louise M. Reeves, Trustee, recorded in Volume 504, Page 677, Deed Records of Brazos County, Texas.
23. Royalty Deed dated December 30, 1981, from Grace H. Marsh to Louise M. Reeves, Trustee, recorded in Volume 504, Page 681, Deed Records of Brazos County, Texas.
24. Mineral Deed dated March 19, 1991 but effective January 27, 1991, from Kenneth M. Morris, Trustee to Howard L. Terry, D. K. Royal, Duncan Properties, a partnership, E. Hal Dickson, D. E. Roberson, Gene R. Mendel, L. E. Richey and Vernon F. Runnels, recorded in Volume 1252, Page 211, Official Records of Brazos County, Texas.
25. Mineral and Royalty Deed dated September 26, 2000, from D. E. Roberson and wife, Carolyn M. Roberson to The Robyns' Nest Family Revocable Trust, recorded in Volume 3979, Page 181, Official Public Records of Brazos County, Texas.
26. Mineral and Royalty Deed dated April 13, 2005, from Henry O. Boswell, Jr. and wife, Jean S. Boswell to Dome Lake Investment, L.P., recorded in Volume 6751, Page 16, Official Public Records of Brazos County, Texas.
27. Gift Mineral Deed dated January 4, 2014, from Dorothy Abbott by her attorney in fact, Donna Baldwin to Donna Janette Baldwin, recorded in Volume 11791, Page 190, Official Public Records of Brazos County, Texas.

**GRANTOR hereby reserves for itself, its successors and assigns,** all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other

properties, from surface locations other than on the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that Grantor agrees for itself, its successors and assigns that, notwithstanding anything herein to the contrary, none of Grantor, its successors or assigns shall have any right of ingress or egress on or across the surface of the Property including without limitation for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property located at least 500 feet from every point on the boundary of the Property.

**GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property described on the attached EXHIBIT A; provided that Grantor agrees for itself, its successors and assigns that, notwithstanding anything herein to the contrary, none of Grantor, its successors or assigns shall have any right of ingress or egress on or across the surface of the Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property located at least 500 feet from every point on the boundary of the Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the Property or the surface of other property located less than 500 feet from every point on the boundary of the Property, or through the pooling of such mineral interests for the development with adjacent parcels.**

GRANTOR waives for itself, its successors and assign all rights with respect to the surface of the PROPERTY and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR'S predecessors in title.

**GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, OTHER THAN THE EXPRESS WARRANTIES AND/OR REPRESENTATIONS OF GRANTOR SET FORTH HEREIN THE REAL ESTATE CONTRACT DATED \_\_\_\_, 2024 BETWEEN GRANTOR AND GRANTEE, AS IT MAY HAVE BEEN AMENDED, AND/OR IN ANY OTHER CLOSING DOCUMENT OF EVEN DATE HERewith (COLLECTIVELY, THE "EXPRESS WARRANTIES"). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXPRESS WARRANTIES, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, EXCEPT FOR THE EXPRESS WARRANTIES, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY,**

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

**GRANTOR**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty recited above, **GRANTS, SELLS, and CONVEYS** to **GRANTEE** the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE and GRANTEE's** successors, legal representatives and assigns forever. **GRANTOR** binds **GRANTOR and GRANTOR's** legal representatives, successors and assigns to warrant and forever defend all and singular the property to **GRANTEE and GRANTEE's** successors, legal representatives and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under **GRANTOR** but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

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

**CITY OF COLLEGE STATION, TEXAS**

By: \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF BRAZOS §**                      **ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024. By John P. Nichols, as Mayor of the City of College Station, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

**PREPARED IN THE OFFICE OF:**  
City of College Station  
City Attorney's Office  
P. O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL DOCUMENT TO:**  
City of College Station  
City Attorney's Office  
P. O. Box 9960  
College Station, Texas 77842-9960