

OPTION FOR SALE OF REAL PROPERTY

Whereas, TG 110, Inc. is a Texas Nonprofit Corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986, as amended;

Whereas, TG 110, Inc., has proposed property development of the Former Lamar Elementary Site and Nearby Neighborhood Parcels and;

Whereas, the City of Corpus Christi seeks to have property developed for affordable housing for low-income households as a primary activity to promote the community-based revitalization of the City.

Now, therefore, for and in consideration of \$10 and property maintenance, the City of Corpus Christi, hereinafter referred to as "City" hereby grants to TG 110, Inc., hereinafter referred to as "Optionee", an exclusive right and option to purchase the following described property:

Being a total of 3.47 acres located at 2212 Morris St, Corpus Christi, TX 78405 (**Exhibit A**), including Lot 1, Block 1, Eckerd Subdivision, and Lots 1,2,3,4,5,6,7, 8A, 10,11, and 12, Block 2, Eckerd Subdivision, Corpus Christi, Nueces County, Texas, and 0.41-acre subject to a road easement known as Mary Street, which is proposed to be abandoned.

Section 1. Property Maintenance

Optionee shall maintain the described property by mowing all grass and vegetation as often as necessary to maintain a height of less than 12 inches, effective upon execution of this Agreement. Optionee shall not allow weeds or brush twelve inches or higher to grow on the described property. Additionally, the Optionee will keep the described property free of litter and solid waste.

Section 2. Option Period

The option to purchase the property, hereinafter referred to as the "Option", shall commence upon the final execution of this contract and will expire on March 31, 2025, without notice to the Optionee.

This option may only be exercised by Optionee after being awarded a housing tax credit from the Texas Department of Housing and Community Affairs to develop the described property.

Section 3. Purchase Price

The purchase price for the above-described property is \$10. The consideration paid herein shall be applied against the purchase price.

Section 4. Forfeiture of Consideration

If Optionee fails to exercise this Option before its expiration, the consideration paid herein shall be retained by City.

Section 5. Reverter Clause

The deed shall include an automatic reverter clause that complies with Texas Local Government Code §253.011 and/or §272.001.

Section 5. Notice of Option's Exercise

The Optionee's election to exercise this Option shall be by execution and delivery to the City of the attached Real Estate Sales Contract on or before the expiration date hereof. Upon delivery of said executed sales contract, City shall forthwith execute the same within five (5) days.

Section 6. Assignability of Option

Optionee shall not assign the Option, except to a special purpose entity under common control with Optionee. City shall not assign the Option. In the event an assignment is attempted, in violation of this Section, then Optionees' rights under this Option Contract shall automatically and immediately terminate without notice.

Section 7. Notice

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of actual receipt or three business days from mailing, whichever is earlier. Mailed notices shall be addressed as set forth below, but each party may change his or her address by written notice in accordance with this Section.

To the City:
City of Corpus Christi
Attn: Director of Planning and Community Development
P.O. Box 9277
Corpus Christi, TX 78469-9277

To the Optionee:
TG 110, Inc.
3419 Nacogdoches Road
San Antonio, Texas 78217

Section 8. Binding Effect

This Option shall be binding on City and shall inure to the benefit of Optionee.

Remainder of page intentionally left blank; signature page to follow.

Executed this _____ day of _____, at
_____ County, Texas.

Optionee

Jacque Woodring, Executive Director
TG 110, Inc.
3419 Nacogdoches Road
San Antonio, Texas 78217

Date

City

Peter Zaroni, City Manager
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469

Date

APPROVED AS TO FORM:

Deputy City Attorney
Buck Brice

10. **Survives Closing.** This Contract survives the Closing of the sale of the Property and the delivery of the Special Warranty Deed and other necessary documents by Seller to Buyer at Closing, and all terms and conditions remain in effect between Seller and Buyer.

11. **Property Condition.**
 - A. Buyer acknowledges and agrees that Buyer is purchasing the property “AS-IS” “WHERE-IS” and “WITH ALL FAULTS” without any warranties, representations or guarantees, either expressed or implied, of any kind, nature or type whatsoever from or on behalf of seller. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Seller hereby expressly disclaims any and all implied warranties concerning the condition of the property and any portions thereof, including but not limited to environmental conditions, presence or absence of hazardous materials and implied warranties of habitability, merchantability or fitness for a particular purpose.
 - B. Buyer acknowledges and agrees that BUYER HAS NOT RELIED, AND WILL NOT RELY, upon any representations or warranties (oral or written) made by, or purportedly made on behalf of, Seller unless such representations and warranties are expressly set forth in this Contract.
 - C. Except as otherwise specifically provided in this Contract, Buyer agrees that no representation by or on behalf of Seller have been made to Buyer as to the condition of the Property, any restrictions related to the condition of the Property, any restrictions related to the development of the Property, the applicability of or compliance with any governmental requirements, including but not limited to environmental laws or the suitability of the Property for any purpose whatsoever.
 - D. Buyer releases Seller from any claims it may have against the Seller now or in the future under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A §§ 9601 et seq. as amended; the Resource Conservation and Recover Act, 42 U.S.C.A. §§ 6901 et seq. as amended; the Texas Solid Waste Disposal Act, Tex. Health & Safety Code §§ 361.001 et seq. as amended; any other analogous state or federal statute; and common law arising from the environmental conditions of the Property or the presence of hazardous substances, solid wastes, or any other pollutants or contaminants on the Property.

12. **Broker’s Commission.** Seller and Buyer have not commissioned a Broker to represent their interests, and neither are responsible for any brokerage or real estate commissions in connection with this Contract. Any costs associated with services to either party are the

responsibility of the party that contracted the services.

13. **Possession.** At the Closing, the Property will be conveyed free of the rights of possession of any third parties in or to the Property except for valid easements, if any, filed of record and currently in force and effect. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
14. **Essential.** Time is of the essence in closing this transaction.
15. **Effective Date.** The effective date of this Real Estate Sales Contract is the date on which the Contract is signed by the Seller.
16. **Venue.** This Contract will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under the Contract are performable in Nueces County, Texas.
17. This Contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.
18. **Counterparts:** Multiple original copies of this contract may be executed, and the execution of this contract may be through the execution by the parties of separate counterparts. All of the original copies of this contract together shall constitute one agreement, binding on all of the parties hereto notwithstanding that the parties hereto may or may not be signatories to the same counterpart. Each of the undersigned parties authorizes the assembly of one or more original copies of this contract, such that each such original copy of this contract shall consist of (i) the body of this contract and (ii) counterpart signature pages and acknowledgment pages which collectively include all of the signatures and acknowledgments of the parties hereto. Each such contract shall constitute one original of this contract.
19. **Assignment:** Buyer shall not assign this Contract, except to a special purpose entity under common control with Buyer. Seller shall not assign this Contract. In the event an assignment is attempted, in violation of this Section, then Buyer's rights under this Contract shall automatically and immediately terminate without notice.

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

Seller

City of Corpus Christi

Jeff H. Edmonds, P.E., Director of Engineering Services

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 202__,
by Jeff H. Edmonds, P.E., Director of Engineering Services of the City of Corpus Christi, a Texas
municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

APPROVED AS TO LEGAL FORM THIS _____ DAY OF _____,
202__.

Assistant City Attorney
City Legal Department

Buyer
TG 110, Inc.

Jacque Woodring, Executive Director

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 202__,
by Jacque Woodring, Executive Director of TG 110, Inc.

Notary Public in and for the State of Texas

