

Deed from the estate of William Edward Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

Fifth Tract: a **1.066 acre** tract of land, situated in Lots 20 and 21, Section 54, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43 of the Map Records of Nueces County, Texas, being a portion of a 24.50 acre tract described as Tract I and II in a General Warranty Deed from Lou Ann Rosebraugh, et al, to William E. Duncan and Violet M. Duncan, recorded in Volume 2244, Page 498 of the Deed Records of Nueces County, Texas; said Tract I also referenced in an Executrix's Deed from the estate of William E. Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

2. **Purchase Price.** At closing, Buyer agrees to pay **\$355,000.00** cash to Seller.
3. **Title Insurance.** The Seller must provide, at Buyer's expense, a title insurance policy that guarantees good and indefeasible title to the Property, without exceptions to title other than the standard printed exceptions and exceptions permitted under this Contract, and that wholly insures and indemnifies Buyer against any title defects or adverse claims. A reliable title insurance company or title guaranty company ("Title Company") must issue the title insurance policy. The title commitment for title insurance must be delivered to Buyer within 30 days after receipt of the Contract by the Title Company, with the title insurance policy to be timely issued after Closing.
4. **Warranty Deed and Closing Costs.** At the closing. Seller must execute and deliver a General Warranty Deed, drafted in accordance with the provisions of this Contract, that conveys indefeasible title to the Property to Buyer, and Buyer must make the cash payment to Seller. Buyer will pay one-half escrow fee, document preparation fees, and recording fees. Seller will pay any costs to cure title, one-half of escrow fee, and deed preparation fee. At closing, Seller must convey the Property with no liens, assessments, or any security interests against the Property; and with no persons in possession on any part of the Property as tenants, lessees, or tenants at sufferance, or trespassers.

In accordance with the GLO GOMESA grant used to purchase the property, the General Warranty Deed will contain a deed restriction for the property to be used for the purpose of protecting, conserving, and restoring coastal areas and habitats (**Exhibit A**).

5. **Property Taxes.** Seller must pay all property taxes incurred on the Property up to and including 2020. All property taxes for the year 2021, if any due and payable or incurred for the year, will be prorated between the Buyer and the Seller from January 1, 2021 to the date of Closing. The prorated taxes are only an estimate indicated by a Tax Certificate obtained by the Title Company, and the Seller agrees to pay any shortages of property taxes should they occur during the following year. Seller shall promptly execute a Tax

Proration Agreement expressly stating this agreement.

6. **Earnest Money.** Buyer deposits \$500.00 with the Title Company as Earnest Money, which will be applied to the balance of the purchase price owing at Closing; Buyer will pay the balance of the purchase price owing at Closing. When the Title Company possesses the executed deed, any other necessary paperwork, and the balance of the cash payment, the Title Company will close and finalize the conveyance in accordance with its customary procedure.

If Buyer fails to Close on this Contract as set out herein, for any reason other than title defects, Seller is entitled to the Earnest Money as liquidated damages for breach of this Contract. Seller may seek to enforce this Contract by an action for specific performance. If Seller fails to tender an executed deed conveying the Property in accordance with the terms of this Contract, Buyer may seek to enforce this Contract by an action for specific performance.

7. **Time for Performance.** This transaction will be closed and completed through the Title Company on or before 90 days from the effective date of this Contract. Seller gives Buyer possession of the Property by executing the General Warranty Deed.

Seller's execution of this Contract means that Seller has read and understands that this Contract is not binding on Buyer until approved and accepted by the City of Corpus Christi City Council and executed by the City Manager of the City of Corpus Christi, Texas, or designee.

8. **Survives Closing.** This Contract survives Closing of the sale of the Property and the delivery of the General Warranty Deed and other necessary documents by Seller to Buyer at Closing, and all terms and conditions remain in effect between Seller and Buyer.
9. **60-Day Inspection Period.** Buyer shall have 60 days (the "*60-Day Inspection Period*") from the effective date of the contract hereof to notify Seller of Buyer's election, in Buyer's sole discretion, to cancel this Contract and receive a refund of the Earnest Money in the event that Buyer finds the Property to be unacceptable for any reason. Buyer shall have reasonable access to the Property during all normal business hours, and Seller agrees to cooperate with and assist Buyer in Buyer's inspection of the Property. Failure of Buyer to deliver to Seller, within the 60-Day Inspection Period, written notice of Buyer's determination that the Property is unacceptable and to terminate this Contract shall constitute an election by Buyer to proceed with this Contract and a waiver of Buyer's right to terminate this Contract on this basis.

a. Right of Entry.

(1) During the 60-Day Inspection Period, and at Buyer's sole expense, Buyer or Buyer's authorized agents shall have the right to enter upon the Property for purposes of making such land surveys, environmental site analysis, engineering studies, wetland studies, soil borings and soil analysis as Buyer may deem necessary. Buyer shall not cause or permit damage or injury to the Property. Upon termination of this Contract, Buyer shall promptly restore the Property to the condition existing prior to any tests or studies conducted pursuant to this Contract. This obligation shall survive the termination of this Contract, notwithstanding anything to the contrary contained herein. Seller shall make available for Buyer's inspection and copying within 10 days from the date hereof all reports, studies and tests in Seller's possession with respect to the Property.

(2) In connection with Buyer's inspections, studies, and assessments, Buyer must: (i) employ only trained and qualified inspectors and assessors; (ii) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (iii) abide by any reasonable entry rules or requirements that Seller may require; (iv) not interfere with existing operations or occupants of the Property; and (v) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

b. Environmental Condition of Property.

Definitions.

“*Environmental Law*” shall mean any law relating to environmental conditions and industrial hygiene applicable to the Property, including without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Federal Water Pollution Control Act, the Clear Air Act, the Clear Water Act, the Toxic Substances Control Act, the Endangered Species Act, the Safe Drinking Water Act, the Texas Water Code, the Texas Solid Waste Disposal Act, and all similar applicable federal, state and local environmental statutes, ordinances and the regulations, orders and decrees now or hereafter promulgated thereunder.

“*Hazardous Materials*” shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in any Environmental Law existing as of the date hereof.

Environmental Audit. Buyer shall have the right to cause an independent environmental consultant chosen by Buyer, in Buyer's sole discretion, to inspect the Property, including but not limited to an Environmental Site Analysis (ESA) Phase I and Phase II, to determine the condition of the Property, the presence of any Hazardous Materials and any apparent violation of any Environmental Law (the “*Environmental Audit*”) and to deliver

a report describing the findings and conclusions of the Environmental Audit. The cost and expense of the Environmental Audit shall be borne by Buyer. If the Environmental Audit reveals, or at any time prior to closing Buyer otherwise becomes aware of the existence of any environmental condition or violation of any Environmental Law which Buyer is unwilling to accept or the Seller is unwilling to cure, Buyer shall have the right and option to cancel this Contract and receive a full return of the Earnest Money.

10. **Broker Commission.** Seller is responsible for payment of all broker's fees and commissions incurred in connection with the sale of this property.
11. **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.
12. **Representations and Warranties.**

By Seller. In order to induce Buyer to enter into this Contract, Seller makes the following representations and warranties all of which will be true and correct as of the date hereof and as of the date of closing:

Authority; No Conflict. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Contract and the documents to be executed and delivered by Seller in connection with the closing of the transactions described in this Contract (such documents being collectively referred to herein as "*Seller's Closing Documents*") and to perform its obligations under this Contract and the Seller's Closing Documents. Seller shall present to the Buyer and/or the Title Company, if necessary, all reasonable evidence of such authority which may be requested by either of them. The execution and delivery of this Contract and Seller's Closing Documents, the consummation of the transactions described herein, and compliance with the terms of this Contract will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property, except as otherwise expressly provided herein.

No Litigation or Proceedings. Seller has no knowledge of any pending or threatened litigation, condemnation, or assessment affecting the Property.

Environmental Representations. Except as otherwise expressly provided herein, Seller has no knowledge that the Property contains Hazardous Materials (as defined in Section 10(b)), contains any underground storage tanks, or is not in full compliance with all Environmental Laws (as defined in Section 10(b)).

Title to Property. Seller has full and complete fee simple title to the Property, subject only to the liens and encumbrances, if any, disclosed on the Commitment or Survey to be furnished to Buyer hereunder.

No Options. No person, corporation, or other entity has or, on the date of Closing, shall have any right or option to acquire the Property.

Compliance. Seller has not received any notice from any governmental agency regarding the Seller's or the Property's non-compliance with applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property.

13. **Essential.** Time is of the essence in closing this transaction.
14. **Effective Date.** The effective date of this Real Estate Sales Contract is the date in which the Contract is signed by the Buyer.
15. **Notices.** All Notices between the parties under this contract must be in writing and are effective when hand delivered, or deposited for mail by certified mail, or deposited by regular mail, to the following:

To Seller:
Tracy Duncan
1330 Serenity
Fischer, Texas 78623

To Buyer:
City of Corpus Christi
Attn: Director of Engineering Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277

16. **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.

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

SELLER

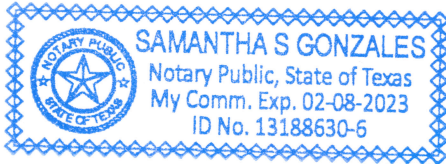


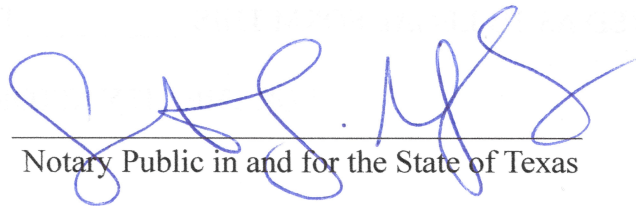
TRACY DUNCAN

THE STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on September 11th,
2021 by Tracy Duncan.





Notary Public in and for the State of Texas

BUYER

CITY OF CORPUS CHRISTI, TEXAS

By: _____
JEFF H. EDMONDS, P.E.
DIRECTOR OF ENGINEERING SERVICES

ATTEST:

REBECCA HUERTA, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____,
2021 by Jeff H. Edmonds, PE, Director of Engineering Services, for 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 _____, 2021.

FOR THE CITY ATTORNEY

Janet Whitehead, Assistant City Attorney

Exhibit A

General Warranty Deed and Deed Restriction in Perpetuity

Date:

Grantor: Tracy Duncan

Grantor's Mailing Address:

1330 Serenity
Fischer, Texas 78623

Grantee: City of Corpus Christi

Grantee's Mailing Address:

PO Box 9277
Corpus Christi, Texas 78469

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

First Tract: a 16.46 acre tract of land, situated in Lots 19, 20 and 24, Section 54, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43 of the Map Records of Nueces County, Texas, being a portion of a 24.50 acre tract described as Tract I and II in a General Warranty Deed from Lou Ann Rosebraugh, et al, to William E. Duncan and Violet M. Duncan, recorded in Volume 2244, Page 498 of the Deed Records of Nueces County, Texas; said Tract I also referenced in an Executrix's Deed from the estate of William E. Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

Second Tract: a 0.4154 acre tract of land, situated in Lot 20, Section 54, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43 of the Map Records of Nueces County, Texas, being a portion of a 0.50 acre tract described in an Executrix's Deed from the estate of William Edward Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

Third Tract: a 0.6223 acre tract of land, situated in Lot 20, Section 54, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43 of the Map Records of Nueces County, Texas, being a portion of a 0.75 acre tract described in an Executrix's Deed from the estate of William Edward Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

Fourth Tract: a 3.679 acre tract of land, situated in Lot 19, Section 54, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43 of the Map Records of Nueces County, Texas, being a portion of a 5.00 acre tract described in an Executrix's Deed from the estate of William Edward Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

Fifth Tract: a 1.066 acre tract of land, situated in Lots 20 and 21, Section 54, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43 of the Map Records of Nueces County, Texas, being a portion of a 24.50 acre tract described as Tract I and II in a General Warranty Deed from Lou Ann Rosebraugh, et al, to William E. Duncan and Violet M. Duncan, recorded in Volume 2244, Page 498 of the Deed Records of Nueces County, Texas; said Tract I also referenced in an Executrix's Deed from the estate of William E. Duncan to Tracy Duncan, recorded in Document Number 2008053232 of the Official Public Records of Nueces County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Nueces County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Deed Restrictions:

The property is acquired with State of Texas Gulf of Mexico Energy Security Act of 2006 ("GOMESA") grant funds and awarded pursuant to Texas Natural Resources Code Chapter 33 for the implementation of a Coastal Management Program ("CMP") Project of Special Merit, as approved by the Texas Land Commissioner and administered by the General Land Office ("GLO"). Grantee's purpose in acquiring the property is to protect, conserve and restore coastal areas and habitats. Grantee shall use and manage the property consistent with the purpose, in accordance with GOMESA, UGMS, the Texas CMP and all applicable federal and state laws and regulations. Grantee may not modify the purpose of the property, transfer or encumber the title or other interest to the property or dispose of the property without the GLO's prior written

approval. The property will be retained and maintained forever predominately in the natural vegetative condition for the purpose of protecting, conserving, and restoring coastal areas and habitats.

If the Property is ever sold, conveyed, or encumbered in a manner that allows the Property to be used for any purpose inconsistent with the purpose for which it was acquired, or condemned in whole or in part, the Texas General Land Office must be compensated in accordance with the Texas Uniform Grant Management Standards and all applicable federal and state laws and regulations. These restrictions run with the land and may not be changed and will not cease to be applicable unless the Texas General Land Office provides written authorization, which the Grantee must record with reference to the title to the Property.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[Signature Block Omitted]