

## REAL ESTATE SALES CONTRACT

THE STATE OF TEXAS     §

KNOW ALL BY THESE PRESENTS

COUNTY OF NUECES     §

This Real Estate Sales Contract (“Contract”) is entered into by and between **MARJAK, INC.**, 10711 Ella Lee Lane, Houston, Harris County, Texas 77042-3006, hereinafter called “**Seller**”, and the **CITY OF CORPUS CHRISTI**, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277, hereinafter called “**Buyer**”.

1.     **Property.**     Seller for the consideration and under the terms set out herein, agrees to convey to Buyer the surface estate only of the properties described below together with together with all rights, privileges and appurtenances pertaining to the properties situated in Nueces County, Texas:

A 1.103 & 0.66 Acre Tract, All Out Of Tract 3-R and A Portion of Tract 1-R Out Of The Hutchins Tract Subdivision as described by metes and bounds on the attached and incorporated “Exhibit A” and as shown on the attached map incorporated as “Exhibit B”.

2.     **Purchase Price.**     Buyer agrees to pay \$188,000.00 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 thirty (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.** After securing the title insurance commitment, Seller must execute 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 all closing costs except costs to cure title, which must be paid by Seller.**
5.     **Property Taxes.** Seller must pay all property taxes incurred on the Property up to and including 2014. All property taxes for the year 2015, if any are due and payable or incurred for the year, will be prorated between the Buyer and the Seller from January 1, 2015 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 will agree to execute a Tax Proration

Agreement expressly stating this agreement.

6. **Earnest Money.** Buyer deposits Two Thousand Dollars and No Cents (\$2,000.00) 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. **Restrictions on Title.** Buyer accepts title to the Property subject to all recorded restrictive covenants and use restrictions, if any, and all applicable local zoning regulatory ordinances, if any.
8. **Time for Performance.** This transaction will be closed through the Title Company on or before ninety (90) days from the effective date of this Contract. Seller shall give Buyer possession of the Property by executing a 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 Corpus Christi City Council and executed by the City Manager, or designee, on behalf of the Buyer.** Buyer must execute this Contract within forty-five (45) days from the date of Seller's execution of this Contract or this Contract is void.

9. **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.
10. **60-Day Inspection Period.** Buyer shall have sixty (60) days (the "*60-Day Inspection Period*") from the effective date of the Contract 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 the following: utility relocation, 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 ten (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.

(3) Except for those matters that arise from the sole negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury.

**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.

11. **Broker Commission.** Seller is responsible for payment of all broker's fees and commissions incurred in connection with the sale of this Property.
12. **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.
13. **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 effective date of this Agreement 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 any Environmental Law (as defined in Section 10(b)).

**Title to Property.** To the best of Seller's knowledge, 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 any applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property.

14. **Mineral Reservation.** The sale of the Property is without minerals. Seller reserves unto itself all of its right, title and interest in and to the oil, gas and other minerals in, on, or under the Property. If required by Buyer, Seller will execute a no-drilling agreement, prepared by Buyer, to ensure that Seller will not construct or operate a well on the Property while exercising its right to recover any subsurface oil, gas, or other minerals.
15. **Essential.** Time is of the essence in closing this transaction.
16. **Effective Date.** The effective date of this Contract is the date in which the Contract is signed by the Buyer.

Executed in **triplicate**, any of which constitutes an original.

**SELLER:**

MARJAK, INC.  
By: Patrick V. Strong  
Print Name: PATRICK V. STRONG  
Print Title: VICE PRESIDENT

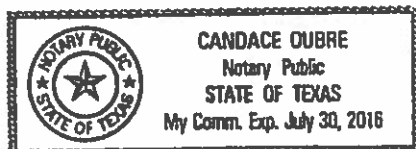
THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on January 30, 2015  
by Patrick V. Strong, as VICE President  
of MARJAK, INC., a Texas corporation, on behalf of said corporation acting as officer of and on behalf of MARJAK, INC., a Texas corporation.

Candace Oubre  
Notary Public in and for the State of Texas

[Seal]



**BUYER:**

**CITY OF CORPUS CHRISTI, TEXAS**  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Capital Programs  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

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Valerie H. Gray, P.E.,  
Executive Director of Public Works

THE STATE OF TEXAS     §

COUNTY OF NUECES     §

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_\_\_  
by Valerie H. Gray, P.E., as Executive Director of Public Works of the City of Corpus Christi, a  
Texas municipal corporation, on behalf of said corporation.

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Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 6 DAY OF February, 2015.

FOR THE CITY ATTORNEY

By: Janet Z Kellogg  
Janet Kellogg, Assistant City Attorney  
CITY LEGAL DEPARTMENT

## EXHIBIT "A"

## TRACT 1

Tract 3-R, Hutchins Tract, a Subdivision of the City of Corpus Christi, Nueces County, Texas as shown by the map or plat thereof, recorded in Volume 44, at Page 76, of the Map Records of Nueces County, Texas.

## TRACT 2

A portion of the north end of Tract One-R (1-R), Hutchins Tract, a subdivision of the City of Corpus Christi, Texas, as shown by map or plat thereof recorded in Volume 44, at Page 76, of the Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes, such portion being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the intersection of the east right-of-way boundary of Rand Morgan Road with the south boundary of said TR. 2-R for the southwest corner of TR. 3-R;

THENCE with the east right-of-way boundary of Rand Morgan Road and the west boundary of TR. 2-R North 00 degrees 05' 25" West at 150.0 feet pass the common west corner of TR. 2-R and TR. 1-R in all 265.79 feet to a 5/8 inch iron rod set for the southwest corner of the tract herein described, and the POINT OF BEGINNING;

THENCE continuing with the east right-of-way boundary of Rand Morgan Road and the west boundary of TR. 1-R, North 00 degrees 05' 25" West 127.78 feet to a 5/8 inch iron rod set for the common west corner of TR. 1-R and TR. 3-R for the northwest corner of this tract;

THENCE with the south boundary of TR. 3-R and north boundary of TR. 1-R South 89 degrees 59' 10" East 184.7 feet to a 5/8 inch iron rod set for the southeast corner of TR. 3-R, also being an inside corner of TR. 1-R and of this tract;

THENCE with the east boundary of TR. 3-R and the west boundary of TR. 1-R North 00 degrees 05' 25" West 120.75 feet to a 5/8 inch iron rod set for common north corner of TR. 3-R and TR. 1-R in the south right-of-way boundary of Leopard Street for the northernmost corner of this tract;

THENCE with the south right-of-way boundary of Leopard Street and the northernmost boundary of TR. 1-R South 65 degrees 15' 00" East 116.05 feet to a 5/8 inch iron rod set for common north corner of TR. 1-R and TR. 4-A for the northeast corner of this tract;

THENCE with the east boundary of TR. 1-R and the west boundary of TR. 4-A South 00 degree 05' 25" East 200.00 feet to a 5/8 inch iron rod set for the common west corner of TR. 4-A and TR. 2-R for the southeast corner of this tract;

THENCE parallel to and 115.79 feet from the south boundary of TR. 1-R, also being the north boundary of TR. 2-R, North 89 degrees 59' 10" West 290.0 feet to the POINT OF BEGINNING.

774366

FILED

SEP 27 11 00 AM '91

*Richard Harris*  
CLERK

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stated herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY in Harris County, Texas on

SEP 27 1991



*Richard Harris*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

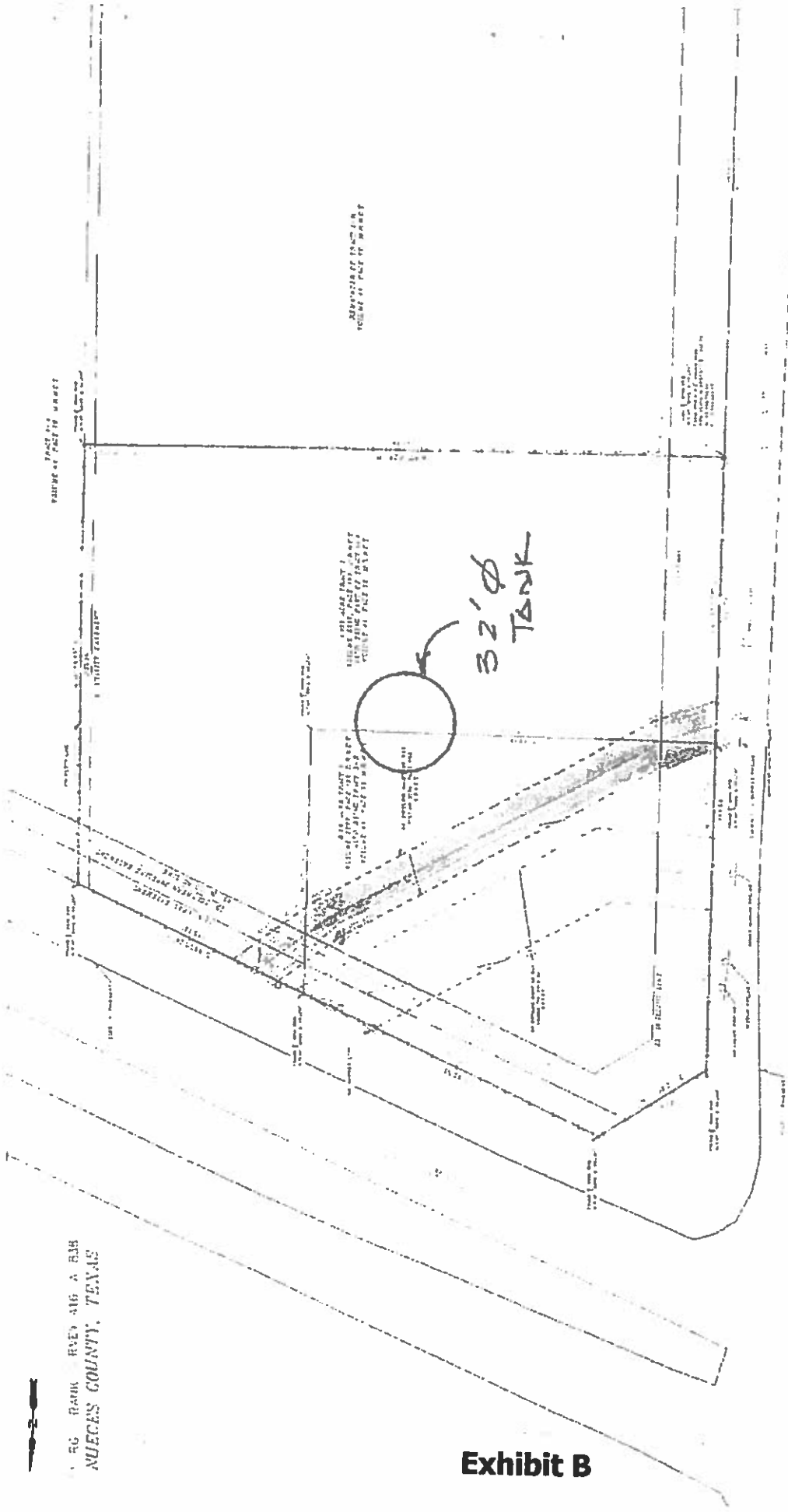
*Hatrick Young*  
3 Five way # 810  
Houston, TX 77056

900 + 200





56 PARK RVE. 416 A BRR  
 NUECES COUNTY, TEXAS



**Exhibit B**



THIS PLAN IS MADE BY ME AS SHOWN BY THE  
 SURVEY MADE BY ME ON THE 10th DAY OF  
 APRIL 1900 AT THE PLACE ABOVE MENTIONED  
 AND IS CORRECT AND TRUE TO THE BEST OF  
 MY KNOWLEDGE AND BELIEF.



SWIFT SURVEYING & ENGINEERING  
 A DIVISION OF THE SWIFT COMPANY  
 1001 N. G. STREET  
 DALLAS, TEXAS 75201  
 PHONE 754-1111  
 TELEX 754111