

Real Estate Sales Contract

This Contract is entered into by **Jeffrey D. and Cindy G. Kirby**, herein 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 herein called "**Buyer**".

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

NCAD Property ID: 211464

Legal Description: CENIZO CANYON LT 21

Common Address: 13702 North Hillwood Trail
Corpus Christi, Texas 78410

2. **Purchase Price.** At closing, Buyer agrees to pay **\$616,000.00** cash to Seller, which is the purchase price of \$619,000 minus six months lease back at \$500 per month.
3. **Warranty Deed and Closing Costs.** At closing, Seller must execute and deliver a General Warranty Deed, in substantially the form attached hereto as **Exhibit A**, that conveys indefeasible title to the Property to Buyer, and Buyer must make the cash payment to Seller. Buyer will pay escrow fee, document preparation fees, and recording fees. Seller will property taxes as detailed herein. At closing, Seller must convey the Property with no liens, assessments, or any security interests against the Property.
4. **Lease and Personal Property.** At closing, Seller must execute and deliver the Lease, attached hereto as **Exhibit B**, that establishes a landlord/tenant relationship between the City of Corpus Christi and Seller for a term of six months at the rate of \$500.00 per month. Prior to the termination of the lease, the Seller may remove any or all of the features and items of the house and other structures located on the property excluding soil/dirt, existing drainage or utility structures and appurtenances.
5. **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.
6. **Property Taxes.** Seller must pay all property taxes incurred on the Property up to and including 2024. All property taxes for the year 2025, if any due and payable or incurred for

the year, will be prorated between the Buyer and the Seller from January 1, 2025, to the date of Closing.

7. **Earnest Money.** Buyer deposits \$5000.00 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.

8. **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, if required, and executed by the City Manager of the City of Corpus Christi, Texas, or designee.

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. **30-Day Inspection Period.** Buyer shall have 30 days (the "*30-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 30-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 30-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.

11. **Broker Commission.** Seller is responsible for payment of all broker's fees and commissions incurred in connection with the sale of this property. Buyer certifies that it does not have a broker for purchase 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, and the rights granted under the Lease to be signed at Closing.
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 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 other than code compliance issues raised by the City of Corpus Christi.

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.

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, other than the City of Corpus Christi.

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 in which the Contract is signed by the Buyer.
16. **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:

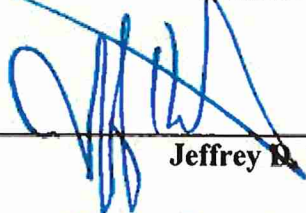
To Seller:
Jeffrey and Cindy Kirby
13702 North Hillwood Trail
Corpus Christi, Texas 78410

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

17. **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



Jeffrey D. Kirby



Cindy G. Kirby

BUYER

CITY OF CORPUS CHRISTI, TEXAS

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

APPROVED AS TO LEGAL FORM FOR THE CITY ATTORNEY

Janet Whitehead, Assistant City Attorney

EXHIBIT A

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

General Warranty Deed

Date:

Grantor: Jeffrey D. and Cindy G. Kirby

Grantor's Mailing Address:

13702 North Hillwood Trail
Corpus Christi, Texas 78410

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):

NCAD Property ID: 211464
Legal Description: CENIZO CANYON LT 21
Common Address: 13702 North Hillwood Trail
Corpus Christi, Texas 78410

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.

Grantor, for the Consideration and subject to the 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.

Jeffrey D. Kirby

Cindy G. Kirby

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on _____, 2025, by
Jeffrey D. Kirby and Cindy G. Kirby.

Notary Public, State of Texas

AGREED AND ACCEPTED BY GRANTEE:
CITY OF CORPUS CHRISTI

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

Exhibit B

LEASE

THIS LEASE AGREEMENT is made and entered into by and between the **City of Corpus Christi**, a Texas home-rule municipal corporation (hereinafter referred to as "City"), and **Jeffrey D. and Cindy G. Kirby**, 13702 North Hillwood Trail, Corpus Christi, Texas 78410 ("hereinafter referred to as "Lessee").

1. Premises. City leases to Lessee **13702 Hillwood Trail, Corpus Christi, Texas 78410** ("Premises") "AS-IS" with NO WARRANTY OF MAINTENANCE, REPAIR, SECURITY OR HABITABILITY.

2. Term. The Lease begins on the date of Closing for purchase of the Premises and terminates on November 30, 2025.

3. Payment. Payment shall be due and payable without demand or notice in equal monthly installments on the first day of each month beginning on the effective date of the Lease. The monthly rate shall be **\$500.00** for the Premises. The Lease Payment for the term of the lease (\$3000.00) has been paid and received by the City at Closing for purchase of the Premises.

If Lessee terminates the Lease prior to November 30, 2025, the Lease Payment shall be refunded to Lessee for any complete month not occupied after the Closing date.

4. Permitted Uses. The Premises may only be used for residential purposes. Lessee shall not use or operate any dirt-moving equipment on the premises. Lessee shall not do anything that causes damage to drainage, water or wastewater infrastructure located on or near the Premises. Lessee may remove any personal property or features and items of the house and other structures located on the Premises excluding soil/dirt, existing drainage or utility structures and appurtenances.

5. Move-out Condition. At the time the Lease ends, Lessee will surrender the Premises. If Lessee leaves any personal property in the Leased premises after Lessee surrenders possession of the Leased Premises, the City may retain such personal property as forfeited property to the City.

6. Utilities. Lessee must pay costs of all gas, electricity, water, wastewater or other utilities furnished to or used by Lessee on the Premises.

7. Maintenance and Repairs.

a. Lessee must safely maintain the Structures, Buildings, and Utility Services and regulate their use and occupancy so that there is no hazard or danger to the persons or property on or at the Premises. Further, Lessee's use and occupancy of the Structures and Buildings must comply with all applicable federal, state, and local laws, rules, and regulations.

b. Lessee agrees to dispose of all waste in accordance with applicable federal, state and

local laws, rules and regulations and shall not cause pollution of the premises. In the event of contamination, **Lessee covenants to fully indemnify, defend and hold harmless the City, its officers, agents, representatives, and employees from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from City on account of injury or damage caused by pollution.**

8. Floodplain. City is not aware that the dwelling you are renting is located in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

9. Legal Use. Lessee must not occupy or use or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, or deemed to be disreputable, or a nuisance or hazardous.

10. Assignment or Sub-Lease. In accordance with the City Charter of the City of Corpus Christi, and specifically Article IX of the City Charter, any assignment of this Lease requires prior approval by ordinance of the City Council. Lessee may not assign this Lease, either in whole or in part, without the prior written consent of the City Manager or designee. Any attempted assignment without the prior written consent of the City renders this Lease null and void.

11. Default. If Lessee fails defaults in performing any term, covenant or condition of this Lease, the City may, after 15 days written notice to Lessee, declare this Lease terminated, and City staff may immediately reenter the Premises and remove all persons without legal process and without prejudice to any of its other legal rights. Lessee expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or possession of the Premises from Lessee. The City may not declare this Lease terminated if, within 15 days after notice of any default, Lessee fully cures such default.

12. Attorney's Fees. In the event Lessee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and City places the enforcement of this Lease or any part thereof, or the collection of any rent due or to become due hereunder or recovery of the possession of the demised premises, in the hands of an attorney, or files suit upon same, Lessee agrees to pay City reasonable attorney's fees and payment of the same shall be secured in a like manner as herein provided as to security for rent.

13. Waiver. Failure of City to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but City shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either at law or in equity.

14. Notice and Addresses.

a. All notices, demands, requests, or replies provided for or permitted by this Lease must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid to the addresses stated below; (3) by email; or (4) by deposit with an overnight express delivery service at:

If to City:

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

If to Lessee:

Jeffrey and Cindy Kirby
13702 Hillwood Trail
Corpus Christi, Texas 78410

Copy:

City Attorney
1201 Leopard St, 5th Floor
Corpus Christi, TX 78401

b. Notice deposited with the United States Postal Service in the manner described above is deemed effective on the third day after deposit. Notice by overnight express delivery service is deemed effective one business day after transmission to the overnight express carrier.

c. Either party may change the address to which notice is sent by using a method set out in this section. Lessee shall notify the City of an address change within 10 days after the address is changed.

15. Modifications. No changes or modifications to the Lease may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

16. Indemnity. In consideration of allowing Lessee to use the Premises, Lessee ("Indemnitor") covenants to fully indemnify, defend and hold harmless the City, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (1) Lessee's performance under this Lease; (2) Lessee's use of the Premises and any and all activities associated with the Lessee's use of the Premises under this Lease; (3) the violation by Lessee of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Lessee pertaining to this Lease, regardless of whether the injury, damage, loss, violation,

exercise of rights, act, or omission is caused or is claimed to be caused by the sole, contributing or concurrent negligence of Indemnitees, or any of them, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. Lessee covenants and agrees that, if City is made a party to any litigation against Lessee or in any litigation commenced by any party, other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend City in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

17. Interpretation.

a. This Lease must be interpreted according to the Texas laws which govern the interpretation of contracts. Venue lies in Nueces County, where this Lease was entered into and will be performed.

b. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision.

18. Entire Agreement. This Lease and the exhibits incorporated and attached constitute the entire agreement between the City and Lessee for the use granted. All other agreements, promises and representations with respect thereto, unless contained in this Lease, are expressly revoked, as it is the parties' intent to provide for a complete understanding within the provisions of the document, and the exhibits incorporated and attached hereto, the terms, conditions, promises, and covenants relating to the Premises. The unenforceability, invalidity, or illegality of any provision of this Lease does not render the other provision unenforceable, invalid, or illegal.

19. Relationship of Parties. This Lease establishes a landlord/tenant relationship, and no other relationship. This Lease must be construed conclusively in favor of that relationship. In performing this Lease, both the City and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

20. Not for Benefit of Third Parties. This Lease is only for the benefit of the City and Lessee, and no third party has any rights or claims under this Lease or against the City.

21. Termination. If this Lease continues after November 30, 2025, this Lease may be terminated by the City upon 15 days notice to Lessee.

22. Governmental Immunity. This Agreement is to perform a governmental function solely for the public benefit.

23. Compliance with State and Federal Laws: The following provisions are in this contract for

compliance with state and federal law, and the City does not opine on their validity or enforceability. Lessee shall bear the entire, sole burden for complying with any of these clauses. Prior to the enforcement of any of the following clauses, the City will give at least 30 days notice of alleged violation thereof and an opportunity for the Lessee to be heard concerning the alleged violation, effect thereof on the City, and proposed remedial measures:

In accordance with Tex. Gov't Code §2252.909, Lessee must include in each contract for the construction, alteration or repair of an improvement to this leased property a condition that the contractor execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code and a performance bond equal to the amount of the contract and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Lessee must provide the City with a notice of commencement at least 90 days prior to start of construction, alteration or repair that complies with Texas Gov't Code § 2252.909.

24. Acknowledgement. The parties expressly agree that they have each independently read and understood this Lease. By Lessee's execution of this Lease, Lessee acknowledges and understands that this Lease is not binding on the City until properly authorized by the Council and executed by the City Manager or designee.

EXECUTED this _____ day of _____, 2025.

LESSEE

Jeffrey D. Kirby

Cindy G. Kirby

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2025, by Jeffrey D. Kirby and Cindy G. Kirby.

Notary Public, State of Texas

LESSOR

CITY OF CORPUS CHRISTI, TEXAS

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

ATTEST:

Rebecca Huerta, City Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2025, by
Jeff H. Edmonds, Director of Engineering Services of the City of Corpus Christi, a Texas home-rule
municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM
FOR THE CITY ATTORNEY

Janet Whitehead, Assistant City Attorney