

## 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 **ALAMO CONCRETE PRODUCTS COMPANY**, 226 South Enterprise Parkway #100, Corpus Christi, Nueces County, Texas 78405, 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 tract of land containing 5.320 acres (231,719.45 square feet) of land out of Lots 4 and 5, Section 40, Flour Bluff & Encinal Farm & Garden Tracts, 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 \$275,000.00 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 Five Hundred Dollars and no cents (\$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. **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 thirty (30) 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:**

**Alamo Concrete Products Company**

By: Charles D. Wells

Print Name: CHARLES D. WELLS

Print Title: VICE PRESIDENT

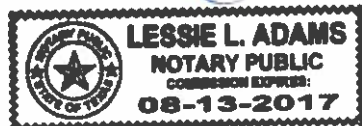
THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on February 19, 2015  
by Charles Wells, as Vice President  
of Alamo Concrete Products Company, a Texas corporation, on behalf of said corporation acting as officer of and on behalf of Alamo Concrete Products Company, a Texas corporation.

Leslie Adams  
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 23 DAY OF February, 2015.

FOR THE CITY ATTORNEY

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

**E12190 – Citizen's Collection Center-Flour Bluff  
5.320 Acre Tract**

**STATE OF TEXAS  
COUNTY OF NUECES**

**BEING a tract of land containing 5.320 acres (231,719.45 square feet) of land out of Lots 4 and 5, Section 40, Flour Bluff & Encinal Farm & Garden Tracts, a map of which is recorded in Volume A, Pages 41 thru 43, Map Records of Nueces County, Texas and also being out of that certain 7.400 acre tract described in deed which is recorded in Document No. 946565, Deed Records of Nueces County, Texas. This 5.320 acre tract being more fully described by metes and bounds as follows:**

Beginning at the intersection of the centerline of Flour Bluff Drive and the southeasterly extension of the centerline of Division Road for the south corner (no monumentation found or set) of said Lot 5, for the south corner of said 7.400 acre tract, for the south corner of said 5.320 acre tract and for the Point of Beginning of this description;

Thence, North  $61^{\circ}27'50''$  West, with the above mentioned southeasterly extension of the centerline of Division Road, same being the southwest boundary of said Lot 5 and of said 7.400 acre tract, at 40.00 feet pass a found  $5/8''$  iron rod, at 660.00 feet pass a 60d nail found at the intersection of the common boundary of said Lots 4 and 5 with the above mentioned southeasterly extension of the centerline of Division Road and continuing with the southeasterly extension of the centerline of Division Road, same being the southwest boundary of said Lot 4 and of said 7.400 acre tract, at 906.08 feet pass a found 1" iron pipe, in all a total distance of 906.80 feet for the west corner (no monumentation found or set) of said 7.400 acre tract and of this 5.320 acre tract and for the beginning of a circular curve to the left whose radius point bears North  $07^{\circ}09'00''$  East 1457.50 feet and which has central angle of  $30^{\circ}07'05''$ , a radius of 1457.50 feet, a tangent distance of 392.14 feet and an arc length of 766.15 feet;

Thence, with said circular curve to the left, same being the southerly boundary of a 40 foot railroad right-of-way easement (Volume 292, Pages 217 and 218, Deed Records of Nueces County, Texas) and also the southerly boundary of a 100 foot wide road or railroad right-of-way easement (Volume 734, Page 226 and Volume 261, Page 101, Deed Records of Nueces County, Texas) and also being the northerly boundary of said 7.400 acre tract and of this 5.320 acre tract, at an arc length of 64.89 feet pass a  $5/8''$  iron rod with a City of Corpus Christi cap set on line, in all a total arc length of 766.15 feet to a  $5/8''$  iron rod with a City of Corpus Christi cap set for the north corner of this 5.320 acre tract;

Thence, with the northeast boundary of this tract, South  $43^{\circ}47'43''$  East, a distance of 270.31 feet to a  $5/8''$  iron rod with a City of Corpus Christi cap set on the proposed northwest boundary of Flour Bluff Drive for a corner of this 5.320 acre tract;

Thence, continuing with the northeast boundary of this tract, South  $61^{\circ}27'50''$  East, a distance of 40.00 feet to the centerline of said Flour Bluff Drive, same being the common section line of Sections 40 and 49, Flour Bluff & Encinal Farm & Garden Tracts, the southeast boundary of said 7.400 acre tract and the southeast boundary of this 5.320 acre tract for the east corner of this 5.320 acre tract;

Thence, with the above mentioned centerline of Flour Bluff Drive, South 28°32'10" West, a distance of 367.87 feet to the **Point of Beginning** and containing 5.320 acres of land, of which 0.310 acres lie within the proposed 40 foot wide Flour Bluff Drive and 0.500 acres lie within the proposed 25 foot wide Division Road, for a net acreage of 4.510 acres of land.

Bearings based on the recorded deed of the 7.400 acre tract which is recorded in Document No. 946565, Deed Records of Nueces County, Texas.

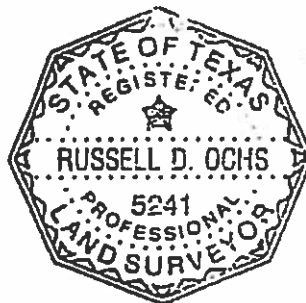
**STATE OF TEXAS  
COUNTY OF NUECES**

I, Russell D. Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my supervision.

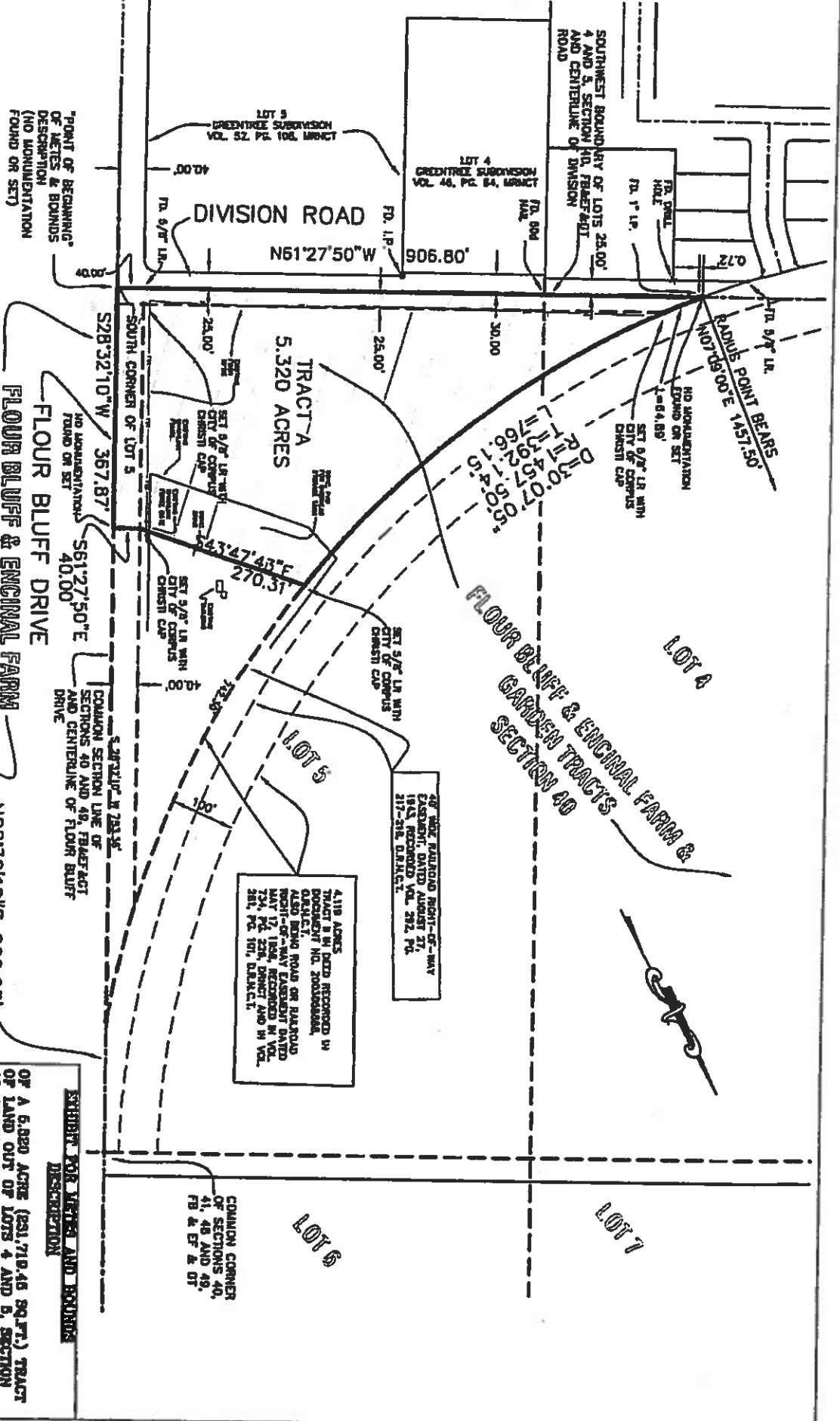
This the 30th day of October, 2014

*Russell D. Ochs*

Russell D. Ochs, R.P.L.S.  
State of Texas License No. 5241







4.118 ACRES TRACT B IN DEED RECORDED IN DOCUMENT NO. 280388888. ALSO BEING ROAD OR RAILROAD RIGHT-OF-WAY EASEMENT DATED MAY 17, 1944, RECORDED IN VOL. 734, PG. 228, DEED AND IN VOL. 381, PG. 107, DEED.

40' WIDE RAILROAD RIGHT-OF-WAY EASEMENT, DATED AUGUST 27, 1943, RECORDED VOL. 292, PG. 219-218, DEED.

**EXHIBIT FOR METES AND BOUNDS DESCRIPTION**

OF A 6.820 ACRE (231,719.45 SQ.FT.) TRACT OF LAND OUT OF LOTS 4 AND 5, SECTION 40, FLOUR BLUFF & ENGINAL FARM & GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME A, PAGES 41 THRU 43, MAP RECORDED IN NUCCES COUNTY, TEXAS, AND ALSO BEING OUT OF TRACT CERTAIN 7.400 ACRE TRACT DESCRIBED IN DEED WHICH IS RECORDED IN DOCUMENT NO. 948586, DEED RECORDED IN NUCCES COUNTY, TEXAS.

**CITY of CORPUS CHRISTI, TEXAS**  
 Capital Programs  
 Survey Division

Drawn by	9/12/2011
Checked by	9/12/2011
Scale	AS SHOWN
Sheet	1 OF 1

**Exhibit B**