

Real Estate Sales Contract

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF NUECES §

This Contract is entered into by **City of Corpus Christi**, a Texas home-rule municipality, with address of 1201 Leopard Street, Corpus Christi, Nueces County, Texas 78401 ("**Seller**") and **Corpus Christi Independent School District**, a political subdivision of the state, with address of 801 Leopard Street, Corpus Christi, Texas 78401 ("**Buyer**").

1. **Property.** Seller for the consideration and under the terms set out herein, agrees to convey to Buyer a 0.89 acre tract of land, more specifically described in **Attachment 1**.
2. **Purchase Price.** **\$50,000.00 cash at Closing.**
3. **Title Insurance.** The Seller will 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. 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. **Special Warranty Deed and Closing Costs.** After securing the title insurance commitment, Seller must execute a Special 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. **Buyer will pay all closing costs except costs to cure title, which must be paid by Seller.**
5. **Property Taxes.** The City of Corpus Christi as owner of this property is exempt from local property taxes. Any taxes due from the closing date to the end of the closing year and thereafter, is the responsibility of the Buyer.
6. **Earnest Money.** Buyer deposits **\$500.00** 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 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 all 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 90 days from the effective date of this Contract. Seller gives Buyer possession of the Property by executing the Special Warranty Deed at Closing.

Buyer's execution of this Contract means that Buyer has read and understands that this Contract is not binding on Seller 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. Seller must execute this Contract within 60 days from the date of Buyer's execution of this Contract or this Contract is null and void.

9. **Survives Closing.** This Contract survives 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.
10. **Feasibility Period. A 60 day feasibility period is allowed under this contract and begins on the effective date of this Contract.** Buyer may terminate this contract for any reason within and before 60 days by providing Seller written notice of termination. If Buyer terminates the contract while in the feasibility period, 50% of the Earnest Money will be refunded to Buyer. If Seller has not received Buyer's Notice of Termination of Contract within or on the 60th day from effective date of this Contract, then Buyer forfeits 100% of the Earnest Money.

During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer. Seller is not responsible to turn on any utilities for Buyer to make inspections, studies, or assessments.

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 is 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. **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.
 - 15. **Essential.** Time is of the essence in closing this transaction.
 - 16. **Effective Date.** The effective date of this Real Estate Sales Contract is the date in which the Contract is signed by the Seller.
 - 17. **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.
 - 18. 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.

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

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 _____, 2022, 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 _____, 2022.

Assistant City Attorney
City Legal Department

Buyer
Corpus Christi Independent School District

Dr. Roland Hernandez, Superintendent

THE STATE OF Texas §

COUNTY OF Nueces §

This instrument was acknowledged before me on _____, 2022, by
Dr. Roland Hernandez as Superintendent of Corpus Christi Independent School District, a political
subdivision of the state, on behalf of said entity.

Notary Public in and for the State of Texas

APPROVED AS TO LEGAL FORM THIS _____ DAY OF _____, 2022.

Brian S. Nelson
General Counsel
Office of Legal Services, Corpus Christi ISD



Exhibit A
0.8449 Acre Tract

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.8449 Acre Tract of Land, out of Lot 6, Section 9, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48 of the Map Records of Nueces County, Texas, being a portion of a 2.87 Acre Tract, as described in a Warranty Deed from Milton J. Vavricek and wife, Betty Vavricek to the City of Corpus Christi, recorded in File No. 780876, Volume 1309, Pages 315 of the Deed Records of Nueces County, Texas; said 0.8449 Acre Tract more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod with a red plastic cap stamped “URBAN ENGR CCTX” Found, on the Southeast Right-of-Way line of Kostoryz Road, a variable width public roadway, on the Southwest boundary line of a 150 Foot wide Drainage Right-of-Way, as described in a Warranty Deed, from Paul Snyder and Frances Snyder to the City of Corpus Christi, as recorded in File No. 734142, Volume 1206, Pages 488-491, of the said Deed Records, for the North corner of Lot 1, Block 1, of the Mary Carroll High School Tract, a map of which is recorded in Volume 69, Pages 333-334, of the said Map Records;

Thence, South 61°52'08" East, with the common boundary line of the said Drainage Right-of-Way and the said Lot 1, 1270.84 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped “URBAN ENGR CC TX” Set, for a corner of the proposed Lot 1R, Mary Carroll High School Tract, and the beginning of a circular curve to the Left, having a delta of 63°30'51", radius of 74.00 Feet, an arc length of 82.03 Feet, and a chord which bears South 86°22'27" West, 77.90 Feet;

Thence, over and across the said 0.29 Acre Tract, with the said proposed Lot 1R and the said circular curve to the Left, 82.03 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped “URBAN ENGR CC TX” Set, on the Southeast boundary line of the said 0.29 Acre Tract, the Northwest boundary line of a 15.325 Acre Tract of Land, described in a Special Warranty Deed from Superior GMR, L.L.C., to the Corpus Christi Independent School District, as recorded in Document No. 2019045155, of the Official Public Records of Nueces County, Texas;

Thence, North 54°37'01" East, with the common boundary line of the said 0.29 Acre Tract and the said 15.325 Acre Tract, 121.75 Feet to a 5/8 Inch Iron Rod with red plastic cap stamped “URBAN ENGR CC TX” Set, on the Southwest boundary line of the said 2.87 Acre Tract, being the East corner of the said 0.29 Acre Tract, a Northwest corner of the said 15.325 Acre Tract, for the **Point of Beginning** and West corner of this Tract;

Thence, North 54°37'01" East, over and across the said 2.87 Acre Tract, 432.47 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped “URBAN ENGR CC TX” Set, on the Southeast boundary line of the said 2.87 Acre Tract, for the Northernmost corner of the said 15.325 Acre Tract, for the North corner of

this Tract, from **Whence**, a 5/8 Inch Iron Rod Found, for the North corner of the said 15.325 Acre Tract, bears, North 54°37'01" East, 130.64 Feet;

Thence, South 28°32'01" West, with the common boundary line of the said 2.87 Acre Tract and the said 15.325 Acre Tract, 387.12 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, being an inner ell corner of the said 15.325 Acre Tract, for the South corner of the said 2.87 Acre Tract and this Tract;

Thence, North 61°51'26" West, with the said common boundary line, 190.15 Feet to the **Point of Beginning**, containing 0.8449 Acres (36,805 SqFt) of Land, more or less.

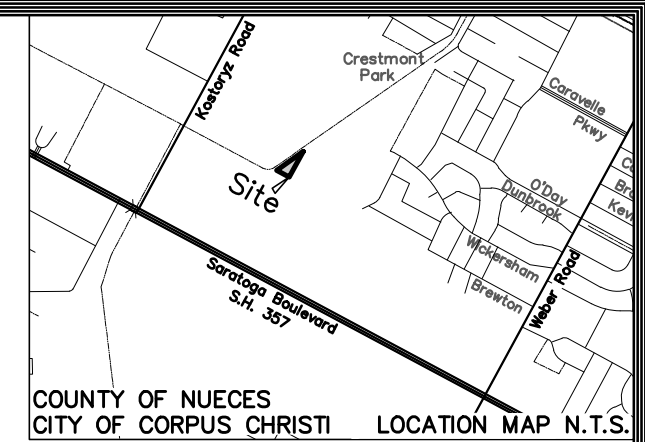
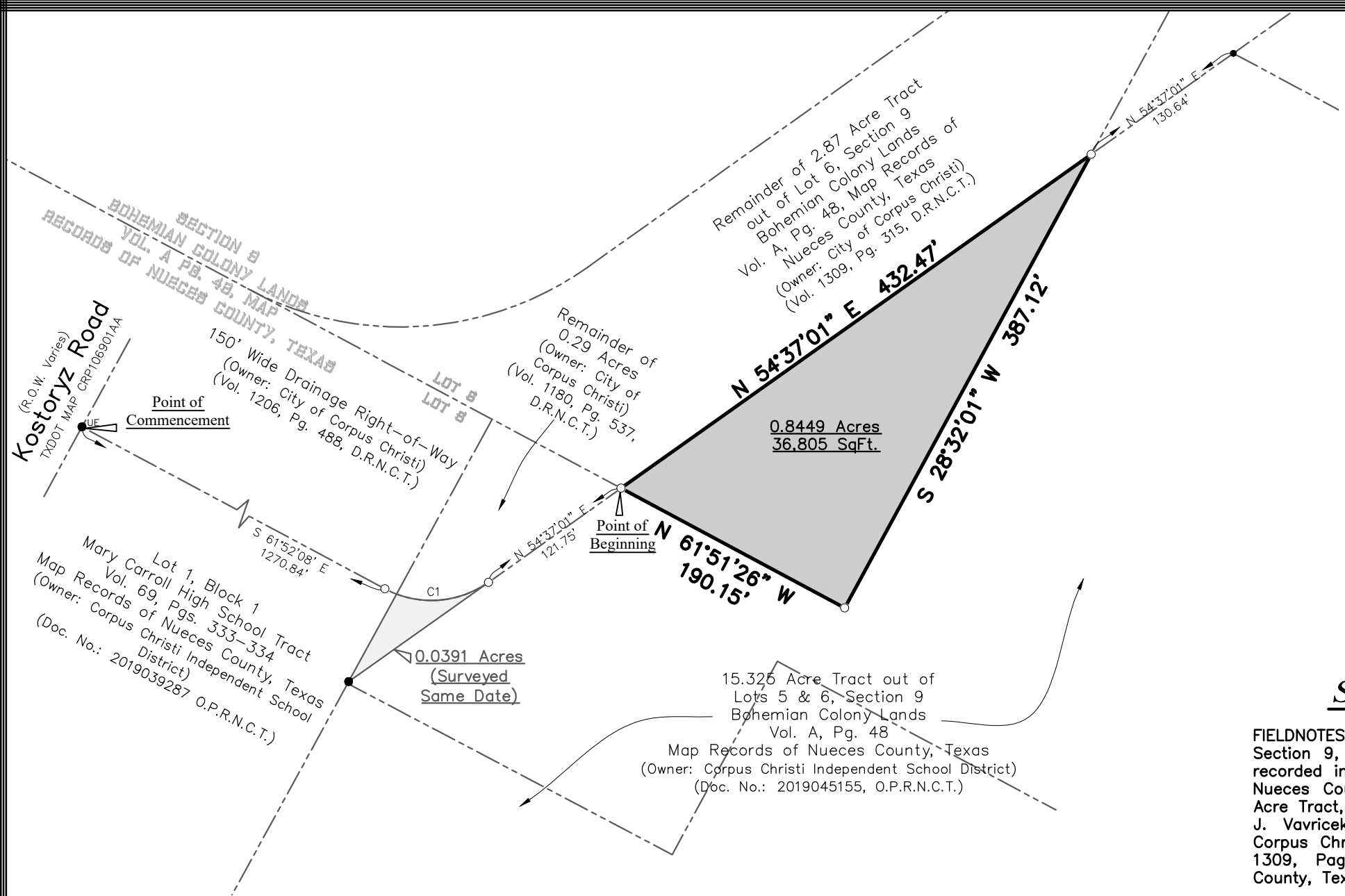
Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*



URBAN ENGINEERING

Brian D. Lorentson, R.P.L.S.
License No. 6839



Legend:

- 5/8 Inch Iron Rod Found
- UE ● 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found
- 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set

Exhibit B
Sketch to Accompany

FIELDNOTES for a 0.8449 Acre Tract, out of Lot 6, Section 9, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48 of the Map Records of Nueces County, Texas, and being a portion of a 2.87 Acre Tract, as described in a Warranty Deed from Milton J. Vavricek and wife, Betty Vavricek to the City of Corpus Christi, as recorded in File No. 780876, Volume 1309, Pages 315 of the Deed Records of Nueces County, Texas.

General Notes:

1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

**URBAN
ENGINEERING**

TBPE FIRM NO. 145, TBPLS FIRM NO. 10032400
2725 SWANTNER DR. CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 WWW.URBANENG.COM

DATE: Sep 16, 2021
SCALE: 1"=100'
JOB NO.: 43288.C0.03
SHEET: 1 OF 1
DRAWN BY: BDL
urbansurvey1@urbaneng.com
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Curve Table:

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	63°30'51"	74.00'	182.03'	S 86°22'27" W	77.90'



Job No. 43288.C0.03
September 16, 2021

Exhibit A
0.0391 Acre Tract

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.0391 Acre Tract of Land, out of Lot 5, Section 9, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, of the Map Records of Nueces County, Texas, being a portion of a 0.29 Acre Tract, as described in a Warranty Deed from Joseph W. Brandesky and wife Julia Brandesky to the City of Corpus Christi, recorded in File No. 723448, Volume 1180, Pages 537-540 of the Deed Records of Nueces County, Texas; said 0.0391 Acre Tract more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Southeast Right-of-Way line of Kostoryz Road, a variable width public roadway, on the Southwest boundary line of a 150 Foot wide Drainage Right-of-Way, as described in a Warranty Deed, from Paul Snyder and Frances Snyder to the City of Corpus Christi, as recorded in File No. 734142, Volume 1206, Pages 488-491, of the said Deed Records, for the North corner of Lot 1, Block 1, of the Mary Carroll High School Tract, a map of which is recorded in Volume 69, Pages 333-334, of the said Map Records;

Thence, South $61^{\circ}52'08''$ East, with the common boundary line of the said Drainage Right-of-Way and the said Lot 1, 1270.84 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, for the corner of the proposed Lot 1R, Mary Carroll High School Tract, and the beginning of a circular curve to the Left, having a delta of $07^{\circ}22'39''$, a radius of 74.00 Feet, an arc length of 9.53 Feet, and a chord which bears South $65^{\circ}33'27''$ East, 9.52 Feet;

Thence, with the said circular curve to the Left, 9.53 Feet, to the Northwest boundary line of the said 0.29 Acre Tract, for the **Point of Beginning**, and the North corner of this Tract, and for the beginning of a compound curve to the Left, having a delta of $56^{\circ}08'11''$, a radius of 74.00 Feet, an arc length of 72.50 Feet, and a chord which bears North $82^{\circ}41'07''$ East, 69.64 Feet;

Thence, with said compound curve to the Left, over and across the said 0.29 Acre Tract, 72.50 Feet to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 0.29 Acre Tract, the Northwest boundary line of a 15.325 Acre Tract of Land, described in a Special Warranty Deed from Superior GMR, L.L.C., to the Corpus Christi Independent School District, as recorded in Document No. 2019045155, of the Official Public Records of Nueces County, Texas, for the East corner of this Tract, from **Whence**, a 5/8 Inch Iron Rod Found, for the Northernmost corner of the said 15.325 Acre Tract bears, North $54^{\circ}37'01''$ East, 684.90 Feet;

Thence, South $54^{\circ}37'01''$ West, with the common boundary line of the said 0.29 Acre Tract and the said 15.325 Acre Tract, 128.80 Feet, to a 5/8 Inch Iron Rod Found, on the Southeast boundary line of the said Lot 1, being a West corner of the said 15.325 Acre Tract, for the South corner of the said 0.29 Acre Tract

and this Tract, from **Whence**, a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Northeast Right-of-Way line of Saratoga Boulevard, a 120 Foot wide public roadway, for the South corner of the said Lot 1, bears South 28°40'28" West, 1030.48 Feet;

Thence, North 28°40'28" East, with the common boundary line of the said Lot 1 and the said 0.29 Acre Tract, 74.90 Feet to the **Point of Beginning**, containing 0.0391 Acres (1,701 SqFt) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*

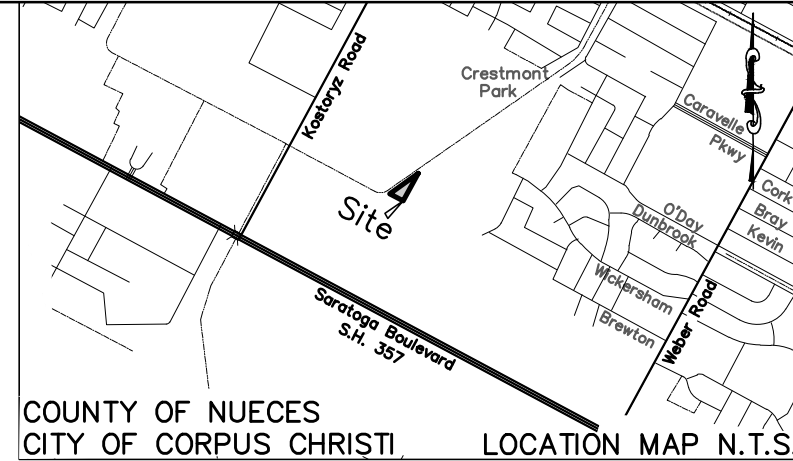
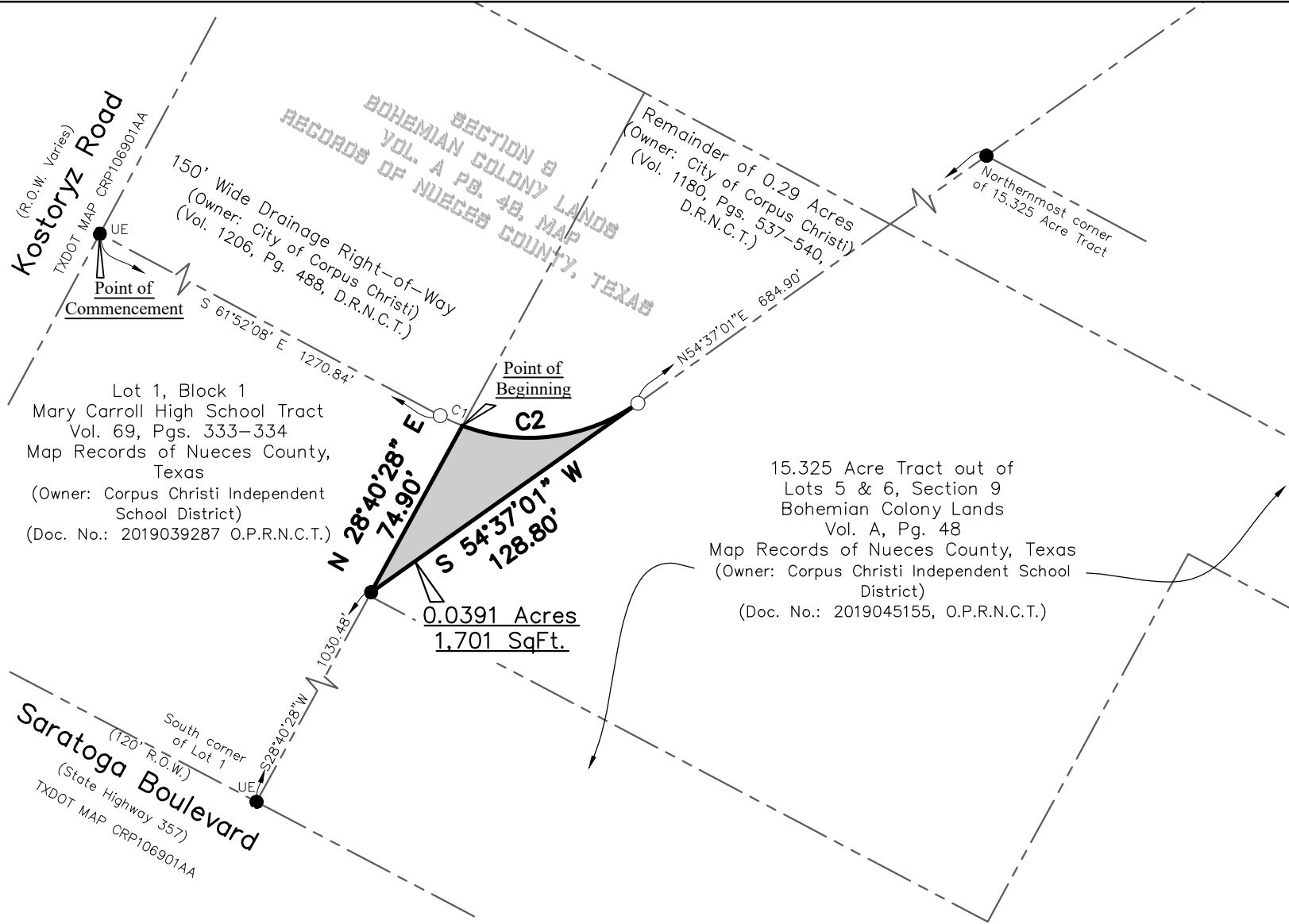


URBAN ENGINEERING

A handwritten signature in blue ink that reads "Brian D. Lorentson". The signature is fluid and cursive.

Brian D. Lorentson, R.P.L.S.

License No. 6839



- Legend:**
- 5/8 Inch Iron Rod Found
 - UE ● 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found
 - 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set

Exhibit B
Sketch to Accompany

FIELDNOTES for a 0.0391 Acre Tract, out of Lot 5, Section 9, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48 of the Map Records of Nueces County, Texas, and being a portion of a 0.29 Acre Tract, as described in a Warranty Deed from Joseph W. Brandesky and wife Julia Brandesky to the City of Corpus Christi, recorded in File No. 723448, Volume 1180, Pages 537-540 of the Deed Records of Nueces County, Texas.

Curve Table:

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	7°22'39"	74.00'	9.53'	S 65°33'27" E	9.52'
C2	56°08'11"	74.00'	72.50'	N 82°41'07" E	69.64'

General Notes:

- 1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

UE

**URBAN
ENGINEERING**
TBPE FIRM NO. 145, TBPLS FIRM NO. 10032400
2725 SWANTNER DR. CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 WWW.URBANENG.COM

DATE: Sep 16, 2021
SCALE: 1"=60'
JOB NO.: 43288.CO.03
SHEET: 1 OF 1
DRAWN BY: BDL
urbansurvey1@urbaneng.com
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