

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.** 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. **Buyer will pay all Closing Costs except costs to cure title, which must be paid by Seller.**
5. **Property Taxes.** Property taxes for the year 2015, if 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. If contract is Closed in 2016, proration will be on similar terms. 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 One Thousand Dollars and no cents (\$1,000.00) 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 and/or the contingencies stipulated in Section 2, Purchase Price, Seller is entitled to the Earnest Money as liquidated damages for breach of this Contract.

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.** Except for a restriction on title that would prohibit the use of the Property as a public road, Buyer accepts title to the Property subject to all recorded restrictive covenants and use restrictions, if any, and all applicable City zoning regulatory ordinances, if any.
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 and executed by the City Manager of the City of Corpus Christi,

Texas, or designee. Buyer must execute this Contract within 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 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 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.

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.

Buyer acknowledges that it is purchasing an existing roadway and in no way will such roadway be considered Hazardous Material or be the subject of any Environmental Audit as referred to in this Paragraph 10(b).

11. **Broker Commission.** Seller is responsible for payment of all Broker’s fees and commissions, if applicable, incurred in connection with the sale of this property. Buyer has not incurred any Broker fees. Buyer and Seller represent that no brokers fees or commissions are payable.
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.
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.

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.

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. Seller may neither construct nor operate, nor allow for others to construct or operate, a well or other drilling or extraction device on the Property. Seller shall execute a no-drilling agreement, prepared by Buyer, to ensure that Seller will neither construct or operate, nor allow for the construction or operation of, a well or other drilling or extraction device on the Property while exercising Seller's or any other individual or corporate person's right to recover any subsurface oil, gas, or other minerals. Seller agrees that any exercise of any right to recover any subsurface oil, gas, or other minerals may not interfere with the rights of the public for use of the Property as a roadway. Seller acknowledges that compliance with this paragraph may require of Seller or any other party to exercise a right to recover subsurface oil, gas or other minerals by use of directional drilling or other methods.
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 Buyer.
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.
18. Each person signing this contract represents and warrants that they have authority to execute this contract on behalf of their governing bodies and legally bind the parties.

Executed in **triplicate**, any of which constitutes an original on this Effective Date of

January 21, 2016.

SELLER

NUECES ELECTRIC COOPERATIVE, INC.

By: 

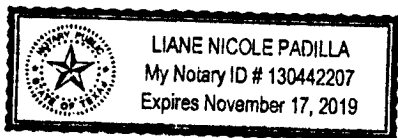
Printed: Trace McCuan

Title: Chief Executive Officer

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on January 21st, 2016
by Trace L. McCuan as Chief Executive Officer for
Nueces Electric Cooperative, Inc., on behalf of the corporation.



[Seal]

Liane Nicole Padilla
Notary Public in and for the State of Texas

BUYER

CITY OF CORPUS CHRISTI, TEXAS

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

ATTEST:

REBECCA HUERTA, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

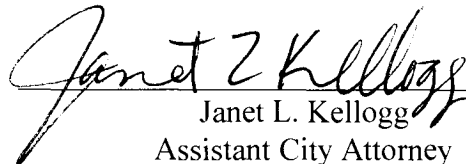
This instrument was acknowledged before me on _____, 201____
by Valerie H. Gray, P. E., as Executive Director of Public Works for the City of Corpus Christi, a
Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM THIS 26 DAY OF January, 2016.

FOR THE CITY ATTORNEY



Janet L. Kellogg
Assistant City Attorney

EXHIBIT "A"

**LEGAL DESCRIPTION OF A
VARIABLE WIDTH RIGHT-OF-WAY
FOR THE EXPANSION OF COUNTY ROAD 52
CONTAINING 4.73 ACRES
NUECES COUNTY, TEXAS**

BEING A VARIABLE WIDTH RIGHT-OF-WAY CONTAINING 4.73 ACRES OF LAND RUNNING ACROSS LAND GRANTED TO NUECES ELECTRIC COOPERATIVE IN THE DEED RECORDED AS DOCUMENT #2009025444 OF THE DEED RECORDS OF NUECES COUNTY, TEXAS, SAID PROPERTY ALSO BEING OUT OF LOTS 9 AND 10, SECTION 2 OF THE NUECES RIVER IRRIGATION PARK AS SHOWN ON THE MAP RECORDED IN VOLUME A, PAGE 54 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found concrete TxDOT monument in the eastern Right-Of-Way line of Farm to Market Road 1889 and at the northwest corner of Lot 1 of the Valley View Subdivision as shown on the map recorded in Volume 43, Page 6 of the Map Records of Nueces County, Texas; **THENCE** South 72°43'40" East, a distance of 2202.91 feet to a 5/8" diameter by 18 inch long iron rod with a red plastic cap stamped "NAISMITH ENG. C.C., TX" set (hereinafter called iron rod set) in the western property line of said Lot 10, marking the Northwestern corner of the herein described Right-Of-Way and the **POINT OF BEGINNING**;

THENCE North 86°38'32" East, a distance of 205.03 feet, to an iron rod set for a corner of the herein described Right-Of-Way;

THENCE South 84°53'39" East, a distance of 1096.16 feet to an iron rod set for a corner of the herein described Right-Of-Way;

THENCE North 86°08'29" East, a distance of 257.36 feet to an iron rod set on the common center line of a 30 foot Right-Of-Way (15' on either side), same being the north line of said Lot 9, as shown on the map recorded in Volume A, Page 54 of the Map Records of Nueces County, Texas;

THENCE South 84°47'04" East, with said common line, a distance of 706.07 feet to an iron rod set in the easterly property line of said Lot 9 for the Northeastern corner of the herein described Right-Of-Way;

THENCE South 09°21'56" West, with the easterly property line of said Lot 9, a distance of 65.17 feet to an iron rod set for the Southeastern corner of the herein described Right-Of-Way;

THENCE North 84°47'04" West, a distance of 474.27 feet to an iron rod set for a corner of the herein described Right-Of-Way;

THENCE South 86° 08' 29" West, a distance of 479.19 feet to an iron rod set for a corner of the herein described Right-Of-Way;

THENCE North 84° 53' 39" West, a distance of 1096.60 feet to an iron rod set for a corner of the herein described Right-Of-Way;

THENCE South 86° 38' 32" West, a distance of 205.13 feet to an iron rod set for a corner of the herein described Right-Of-Way;

THENCE North 84° 47' 04" West, a distance of 14.75 feet to an iron rod set for the Southwestern corner of the herein described Right-Of-Way;

THENCE North 09°21'56" East, a distance of 100.26 feet with the westerly property line of said Lot 10 to the **POINT OF BEGINNING** and containing 206,073 square feet or 4.73 acres;

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

Stacey King Mora
Stacey King Mora RPLS
Registered Professional Land Surveyor
Texas Registration No. 6166
Naismith Engineering, Inc.
TBPE F# 355 TBPLS F# 100395-00



Date: August 21, 2015

LEGEND:

- = 5/8" DIAMETER BY 24" LONG IRON ROD WITH RED PLASTIC CAP STAMPED "NAISMITH ENG. C.C. TX" SET
- ⊙ = CONCRETE TXDOT MONUMENT FOUND
- △ = CALCULATED POINT

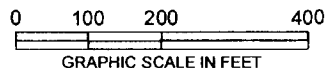
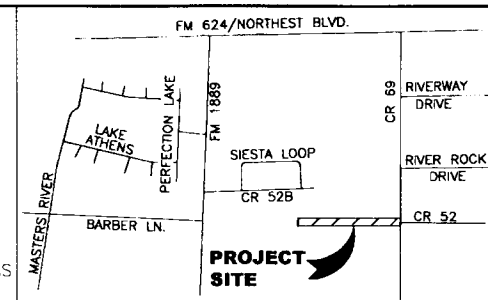


EXHIBIT "B"



POINT OF COMMENCING
FOUND CONCRETE TXDOT MONUMENT
IN THE EASTERN RIGHT-OF-WAY LINE
OF FARM TO MARKET ROAD 1889
AT THE NORTHWEST CORNER OF LOT 1
OF THE VALLEY VIEW SUBDIVISION
MAP VOLUME 43, PAGE 6
M.R.N.C.T.

LOT 7, SECTION 2
NUECES RIVER IRRIGATION PARK
VOLUME A, PAGE 54
MAP RECORDS, NUECES COUNTY, TEXAS

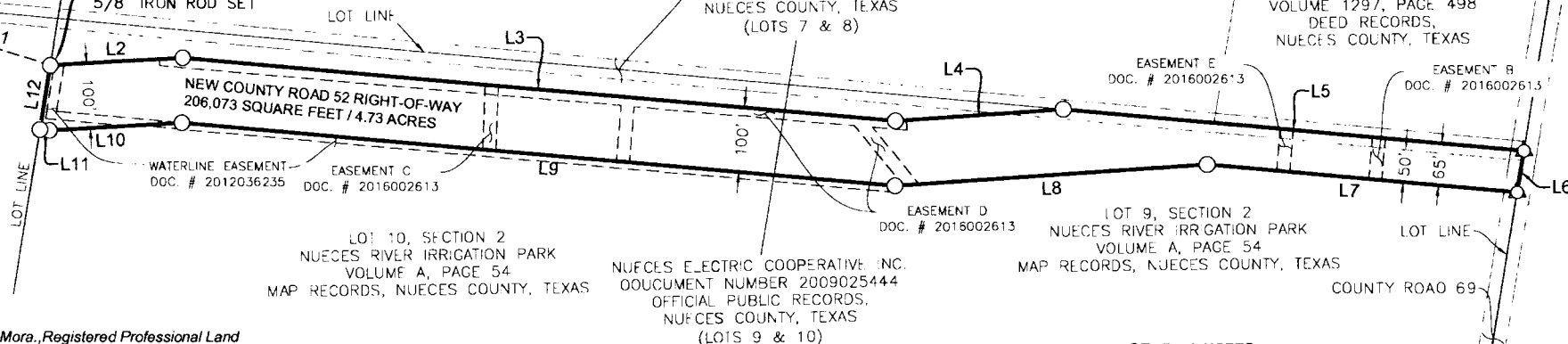
DRAINAGE DITCH R.O.W.
CLERK'S FILE NO. 376168
DEED RECORDS, NUECES COUNTY, TEXAS
30' ROAD RIGHT-OF-WAY
VOLUME A, PAGE 54
MAP RECORDS, NUECES COUNTY, TEXAS

LOT 8, SECTION 2
NUECES RIVER IRRIGATION PARK
VOLUME A, PAGE 54
MAP RECORDS, NUECES COUNTY, TEXAS

DRISCOLL FOUNDATION
VOLUME 248, PAGE 208
DEED RECORDS,
NUECES COUNTY, TEXAS
(LOTS 7 & 8)

SOUTH TEXAS
ELECTRIC COOPERATIVE
VOLUME 1297, PAGE 498
DEED RECORDS,
NUECES COUNTY, TEXAS

POINT OF BEGINNING
5/8" IRON ROD SET



WATERLINE EASEMENT
DOC. # 2012036235

EASEMENT C
DOC. # 2016002613

EASEMENT D
DOC. # 2016002613

EASEMENT E
DOC. # 2016002613

EASEMENT B
DOC. # 2016002613

LOT 10, SECTION 2
NUECES RIVER IRRIGATION PARK
VOLUME A, PAGE 54
MAP RECORDS, NUECES COUNTY, TEXAS

NUECES ELECTRIC COOPERATIVE INC.
DOCUMENT NUMBER 2009025444
OFFICIAL PUBLIC RECORDS,
NUECES COUNTY, TEXAS
(LOTS 9 & 10)

LOT 9, SECTION 2
NUECES RIVER IRRIGATION PARK
VOLUME A, PAGE 54
MAP RECORDS, NUECES COUNTY, TEXAS

I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

Stacey King Mora
Registered Professional Land Surveyor
Texas Registration No. 6166

Naismith Engineering, Inc.

Date: January 25, 2016



Parcel Line Table			
Line #	Direction	Length	
L1	S72° 43' 40"E	2202.91'	
L2	N86° 38' 32"E	205.03'	
L3	S84° 53' 39"E	1098.16'	
L4	N86° 08' 29"E	257.36'	
L5	S84° 47' 04"E	706.07'	
L6	S9° 21' 56"W	85.17'	

Line #	Direction	Length
L7	N84° 47' 04"W	474.27'
L8	S86° 08' 29"W	479.19'
L9	N84° 53' 39"W	1098.60'
L10	S86° 38' 32"W	205.13'
L11	N84° 47' 04"W	14.75'
L12	N9° 21' 56"E	100.26'

GENERAL NOTES:

- ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD83).

NaismithEngineering, Inc. ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING TBPE FIRM #355 TBPLS FIRM #100395-00 4501 GOLLIHAR RD CORPUS CHRISTI, TEXAS 78411 PH. NO. 361-814-9900			
PLAT OF EXPANSION OF COUNTY ROAD 52 RIGHT-OF-WAY ACROSS LANDS OWNED BY NUECES ELECTRIC COOPERATIVE NUECES COUNTY, TEXAS			
Drawn By: RMC	Appr By: SKM	Scale: 1"=200'	Proj No: 9015-CR52-EXH
Checked By: SKM	Project No: 9015	Date: 01-13-16	Rev: 2
			Sheet: 1