

## Real Estate Sales Contract

THE STATE OF TEXAS     §  
  KNOW ALL BY THESE PRESENTS  
COUNTY OF NUECES     §

This Contract is entered into by **Solomon Abdo and A. L. Hernden** 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 surface estate only of the property described below together with all rights, privileges, existing road improvements and all appurtenances pertaining to the property situated in Nueces County, Texas:
  - a.    A parcel of land containing 5.07 acres as described by metes and bounds in the attached Exhibit A and as shown on the map attached as Exhibit B, said parcel of land is located within the Nueces River Irrigation Park, Section 2, Lots 11 and 12 as recorded in Volume A, Page 54 of the Map Records of Nueces County, Texas.
  - b.    A parcel of land containing 1.77 acres, more or less, as described by metes and bounds in the attached Exhibit C and as shown on the map attached as Exhibit D, said parcel of land located within the Nueces River Irrigation Park, Section 2, Lot 12, as recorded in Volume A, Page 54 of the Map of Nueces County, Texas.
2.     **Purchase Price.**     \$128,350.00 cash to Seller at closing contingent on:
  - a.    Buyer determining that the City and County project funds are sufficient for acquisition of all land parcels for the Project and all design/construction expenditures after review of contractor bids obtained by Buyer.
  - b.    Buyer acquiring all land parcels necessary for construction of the road project.
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

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.** Seller must pay all property taxes incurred on the Property up to and including 2015. All property taxes for the year 2016, if any due and payable or incurred for the year, will be prorated between the Buyer and the Seller from January 1, 2016 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 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 120 days from the date this contract is approved by the City Council and executed by the City Manager or his designee. 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 75 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.

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 has not incurred any Broker fees
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

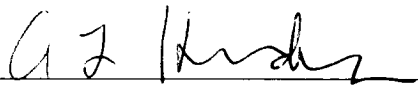
the original copies of this contract together shall constitute one agreement, binding on all of the parties hereto notwithstanding that the parties hereto may or may not be signatories to the same counterpart. Each of the undersigned parties authorizes the assembly of one or more original copies of this 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.

**SELLER**

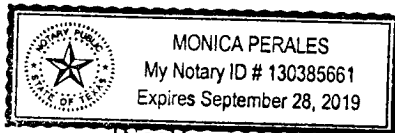
By:   
Solomon Abdo

By:   
A. L. Hernden


THE STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on November 19, 2015  
by Solomon Abdo.



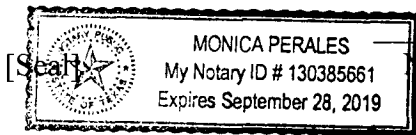
[Seal]

  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on November 19, 2015  
by A. L. Hernden.



[Signature]  
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     §

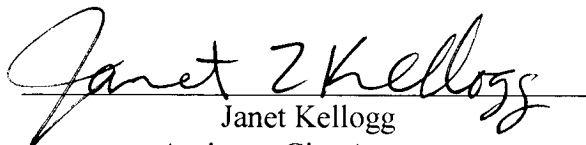
This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_  
by Valerie H. Gray, P. E., as Executive Director of Public Works for the City of Corpus Christi, a  
Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM THIS   1   DAY OF December, 2015

FOR THE CITY ATTORNEY

  
\_\_\_\_\_  
Janet Kellogg  
Assistant City Attorney



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF A  
100 FOOT WIDE RIGHT-OF-WAY  
FOR THE EXPANSION OF COUNTY ROAD 52  
CONTAINING 5.07 ACRES  
NUECES COUNTY, TEXAS**

BEING A 100 FOOT WIDE RIGHT-OF-WAY CONTAINING 5.07 ACRES OF LAND RUNNING ACROSS LAND GRANTED TO SOLOMON ABDO AND A.L. HERNDEN IN THE DEED RECORDED AS DOCUMENT #2006045294 OF THE DEED RECORDS OF NUECES COUNTY, TEXAS, SAID PROPERTY ALSO BEING LOT 11 AND THE REMAINDER OF LOT 12, 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 easterly 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 09°07'14" West, with said easterly Right-of-Way, a distance of 411.09 feet to a 5/8" diameter by 18 inches long iron rod with a red plastic cap stamped "NAISMITH ENG. C.C., TX" set (herein after called iron rod set) on the easterly Right-Of-Way line of Farm to Market Road 1889, same being the present westerly property line of said Lot 12, said point being the Northwestern corner of the herein described Right-Of-Way and the **POINT OF BEGINNING**;

**THENCE** South 37°49'55" East, a distance of 68.42 feet to an iron rod set for a corner of the herein described Right-Of-Way;

**THENCE** South 84°47'04" East, a distance of 2,135.61 feet running across said Lots 11 and 12, to an iron rod set on the eastern property line of said Lot 11 for the northeasterly corner of the herein described Right-Of-Way;

**THENCE** South 09°21'56" West, with said easterly lot line of said Lot 11, a distance of 100.26 feet to an iron rod set for the southeasterly corner of the herein described Right-Of-Way;

**THENCE** North 84°47'04" West, a distance of 2,135.18 feet running across said Lots 11 and 12, to an iron rod set for a corner of the herein described Right-Of-Way;

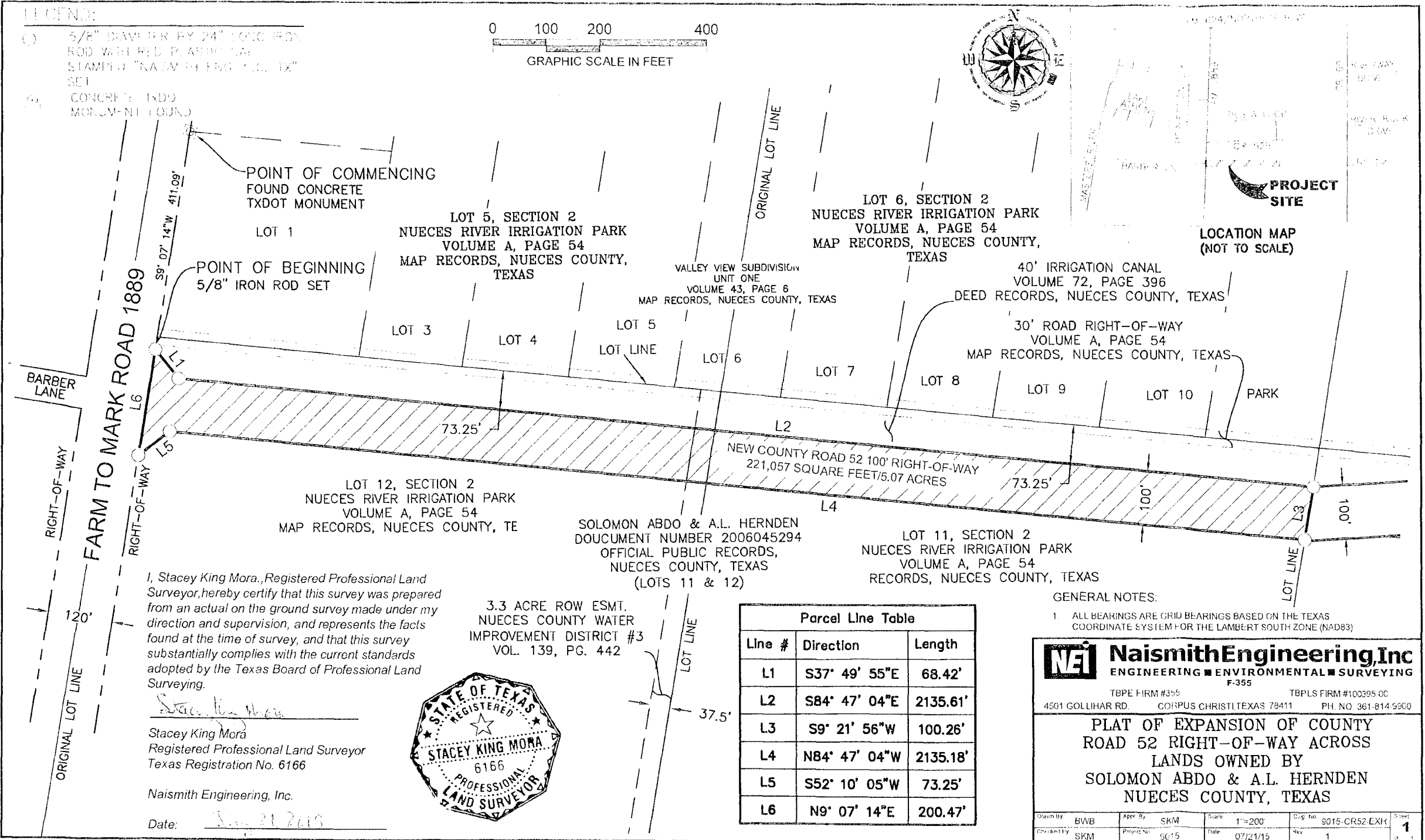
**THENCE** South 52°10'05" West, a distance of 73.25 feet to an iron rod set on said easterly Right-Of-Way line of Farm to Market Road 1889 for a corner of the herein described Right-Of-Way;

**THENCE** North 09°07'14" East, with said easterly Right-Of-Way line of FM 1889, a distance of 200.47 feet to the **POINT OF BEGINNING** and containing 221,057 square feet or 5.07 acres;

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

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





E12136 – County Road 52 Extension

STATE OF TEXAS  
COUNTY OF NUECES

BEING a tract of land containing 77,021.77 square feet (1.77 acres) of land out of the land granted to Solomon Abdo and A.L. Hernden in the deed recorded as Document #2006045294 of the Deed Records of Nueces County, Texas and also being out of Lot 12, Section 2, Nueces River Irrigation Park, a map of which is recorded in Volume A, Page 54, Map Records of Nueces County, Texas. This 77,021.77 square foot tract being more fully described by metes and bounds as follows:

Commencing at a concrete TXDOT monument in existing eastern right-of-way of Farm to Market Road 1889 for the intersection of said right-of-way line with the northern boundary line of Lot 1, Valley View Subdivision Unit 1, a map of which is recorded in Volume 43, Page 6, Map Records of Nueces County, Texas;

Thence, South 09°15'32" West, with the existing eastern right-of-way- of Farm to Market Road 1889, a distance of 387.55 feet to a 5/8 inch iron rod with "City of Corpus Christi" cap set at the intersection of said eastern right-of-way with the southern boundary of said Lot 1, Valley View Subdivision Unit 1, for the northwest corner of this tract;

Thence, South 84°48'28" East, with the southern boundary of Lots 1, 3, 4, 5 and 6 of said Valley View Subdivision Unit 1, same being the northern boundary of this tract, a distance of 1068.72 feet to a 5/8 inch iron rod with "City of Corpus Christi" cap set on the common boundary of Lots 11 and 12, Section 2, said Nueces River Irrigation Park, for the northeast corner of this tract;

Thence, South 09°17'58" West, with the common boundary of the above mentioned Lots 11 and 12, same being the eastern boundary of this tract, a distance of 73.44 feet for the southeast corner (no monumentation found or set) of this tract;

Thence, North 84°48'28" West, with the southern boundary of this tract, parallel with the southern boundary of said Valley View Subdivision Unit 1 and 73.25 feet distant there from, at 25.00 feet pass a 5/8 inch iron rod with "City of Corpus Christi" cap set on line and continuing North 84°48'28" West, in all a total distance of 1018.34 feet to a 5/8 inch iron rod with "City of Corpus Christi" cap set for the southwest corner of this tract;

Thence, North 37°51'19" West, with the westerly boundary of this tract, a distance of 68.42 feet to a 5/8 inch iron rod with "City of Corpus Christi" cap set on the existing eastern right-of-way of Farm to Market Road 1889 for a corner of this tract;

Thence, North 09°15'32" East, with the eastern boundary of said Farm to Market Road 1889, same being the western boundary of this tract and parallel with the centerline of said Farm to Market Road 1889 and 60.00 feet distant there from, a distance of 23.24 feet to the Point of Beginning and containing 77,021.77 square feet (1.77 acres) of land.

Bearings based on GPS bearings, Texas State Plane Coordinate System, NAD83 (2011), Texas South Zone.

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 20th day of August, 2015

*Russell D. Ochs*

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



