

## Real Estate Sales Contract

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

This Contract is entered into by **William E. McKinzie, Jr. Family Limited Partnership**, 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, and appurtenances pertaining to the property situated in Nueces County, Texas:

PARCEL 1: A parcel of land containing 11,115.6 square feet (0.25 acres) as described by metes and bounds in the attached "Exhibit A (1 of 2)" and as shown on the map attached as "Exhibit A (2 of 2)", said parcel of land is described as being out of a 7.334 acre tract (5.788 acres remaining) described as Parcel 4 in Special Warranty Deed recorded as Document No. 2015012107, Official Records of Nueces County, Texas; said 7.334 acre tract being out the McKinzie 124.12 acre tract lying south of Up River Road and east of McKinzie Road and also being a portion of the McKinzie 388.26 acre tract of Survey 417, Patented to F.W. Schaeffer, Abstract 571, Survey 419, Patented to F.W. Schaeffer, Abstract 570, Survey 422, Patented to A.E. Spohn, Abstract 850, Nueces County, Texas.

PARCEL 2: A parcel of land containing 11,115.6 square feet (0.25 acres) as described by metes and bounds in the attached "Exhibit B (1 of 2)" and as shown on the map attached as "Exhibit B (2 of 2)", said parcel of land is described as being out of a 7.334 acre tract (5.788 acres remaining) described as Parcel 4 in Special Warranty Deed recorded as Document No. 2015012107, Official Records of Nueces County, Texas; said 7.334 acre tract being out the McKinzie 124.12 acre tract lying south of Up River Road and east of McKinzie Road and also being a portion of the McKinzie 388.26 acre tract of Survey 417, Patented to F.W. Schaeffer, Abstract 571, Survey 419, Patented to F.W. Schaeffer, Abstract 570, Survey 422, Patented to A.E. Spohn, Abstract 850, Nueces County, Texas.

2.	<b>Purchase Price.</b>	\$61,132.77	Property Value
		<u>\$32,867.23</u>	Damages to Remainder
		<b>\$94,000.00</b>	Cash to Seller at Closing

**Special Provisions.** In addition to the consideration, the City will provide access to the southern tract by constructing one (1) sixteen (16) ft. driveway on Creek View Drive and one (1) sixteen (16) ft. driveway on McKinzie Road as shown on Exhibit A (2 of 2) and Exhibit B (2 of 2). The driveway on McKinzie Road shall be constructed only after the granting of a Texas Department of Transportation (TXDOT) Permit to Construct Access Driveway Facilities on Highway Right of Way (Form 1058) made by William E. McKinzie, Jr. The City will also construct two (2) drainage inlets as shown on the Sheet No. 17 of the constructions plans attached as Exhibit C. Existing fill dirt on the property removed for construction of the road and drainage improvements shall be relocated in the areas of the remainder directed by the Seller in coordination with City engineers and the Contractor. The seller will provide a temporary construction easement to allow the performance of this special provision in the attached Exhibit D (1 of 2) and as shown on the map attached as Exhibit D (2 of 2).

In relocating the existing fill dirt and in grading along the east boundary line of the tract, the parties will use best efforts to provide grading that will permit drainage from both the north and south ends of the east boundary line toward the center of the east boundary line to attempt to eliminate flooding and provide drainage to the City's water drainage system installed on either side of its new road.

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 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.** Seller must pay all property taxes incurred on the Property up to and including 2016. All property taxes for the year 2017, if any due and payable or incurred for the year, will be prorated between the Buyer and the Seller from January 1, 2017 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, 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.** 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 effective date this Contract is approved by City Council and executed by the City Manager or his designee. Seller gives Buyer possession of the Property by executing the Special 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 90 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 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. **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. 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

**The William E. McKinzie, Jr. Family Limited Partnership**

By: William E. McKinzie Jr  
William E. McKinzie, General Partner of  
The William E. McKinzie, Jr. Family Limited Partnership  
as amended

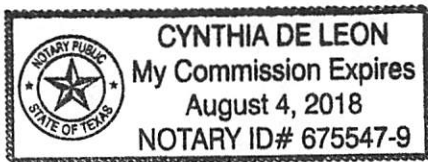
THE STATE OF TEXAS     §

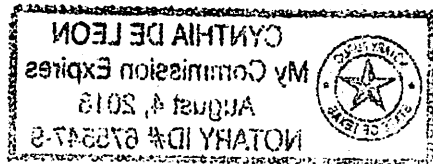
COUNTY OF Nueces §

This instrument was acknowledged before me on May 17, 2017  
by William E. McKinzie, Jr., General Partner, for the William E. McKinzie, Jr., Family Limited  
Partnership.

Cynthia De Leon  
Notary Public in and for the State of Texas

[Seal]







**BUYER**

**CITY OF CORPUS CHRISTI, TEXAS**

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

THE STATE OF TEXAS     §

COUNTY OF NUECES     §

This instrument was acknowledged before me on \_\_\_\_\_, 2017  
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 23<sup>rd</sup> DAY OF May, 2017.

FOR THE CITY ATTORNEY

Aimee Alcorn-Reed  
Aimee Alcorn-Reed  
Assistant City Attorney

Parcel 1  
E15122 – Creek View Drive Extension  
30' Wide Right-Of-Way

STATE OF TEXAS  
COUNTY OF NUECES

BEING the North one-half of a 60.0 foot wide tract of land, containing 11,115.6 square feet (0.25 acres) of land out of a 7.334 acre tract (5.788 acres remaining) described as Parcel 4 in Special Warranty Deed recorded as Document no. 2015012107, Official Records of Nueces County, Texas; said 7.334 acre tract being out of the McKinzie 124.12 acre tract lying south of Up River Road and east of McKinzie road and also being a portion of the McKinzie 388.26 acre tract of Survey 417, Patented to F.W. Schaeffer, Abstract 571, Survey 419, Patented to F.W. Schaeffer, Abstract 570, Survey 422, Patented to A.E. Spohn, Abstract 850, Nueces County, Texas. This 11,115.6 square foot tract being more fully described by metes and bounds as follows:

Commencing at a 5/8 inch iron rod found on the east boundary of McKinzie Road for the northwest corner of Lot 3, Block 7, Highway Village Section 1 Annex, a map of which is recorded in Volume 65, Page 193, Map Records of Nueces County, Texas;

Thence, with the easterly extension of the north boundary of said Lot 3, Block 7, Highway Village Section 1 Annex, North 81°04'18" West 10.00 feet;

Thence, with the existing east boundary of McKinzie Road, parallel with its centerline and 40.00 feet distant therefrom, North 08°53'55" East, a distance of 313.10 feet to the intersection of said east boundary of McKinzie Road with the westerly projection of the centerline of existing Creek View Drive, a 60 foot wide public roadway, for the Point of Beginning of this description and for the southwest corner (no monumentation found or set) of this tract;

Thence, with west boundary of this tract, same being the existing east boundary of McKinzie Road, parallel with its centerline and 40.00 feet distant therefrom, North 08°53'55" East, a distance of 55.00 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the northwest corner of this tract;

Thence, with the north boundary of this tract, South 36°05'49" East, a distance of 35.36 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for a corner of this tract;

Thence, continuing with the north boundary of this tract, South 81°05'49" East, a distance of 335.11 feet to a 5/8" iron rod found for the northwest corner of existing Creek View Drive, for the southwest corner of Lot 1, Block 1, Maple Hills Subdivision Unit 5, a map of which is recorded in Volume 67, Page 160, Map Records of Nueces County, Texas and for the northeast corner of this tract;

Thence, with the west boundary of said existing Creek View Drive, same being the east boundary of this tract, South 08°56'10" West, a distance of 30.00 feet for southeast corner (no monumentation found or set) of this tract;

Thence, with the south boundary of this tract, same being the westerly projection of the centerline of said Creek View Drive, North 81°05'49" West, a distance of 360.09 feet the east boundary of said McKinzie Road to the Point of Beginning and containing 11,115.6 square feet (0.25 acres) of land.

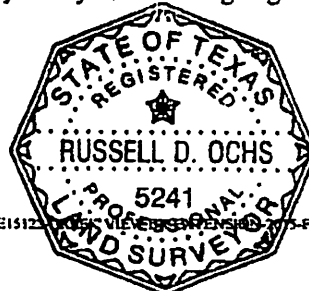
Bearings based on GPS bearings, Texas State Plane Coordinate System, NAD 83 (2011), South Zone.

STATE OF TEXAS  
COUNTY OF NUECES

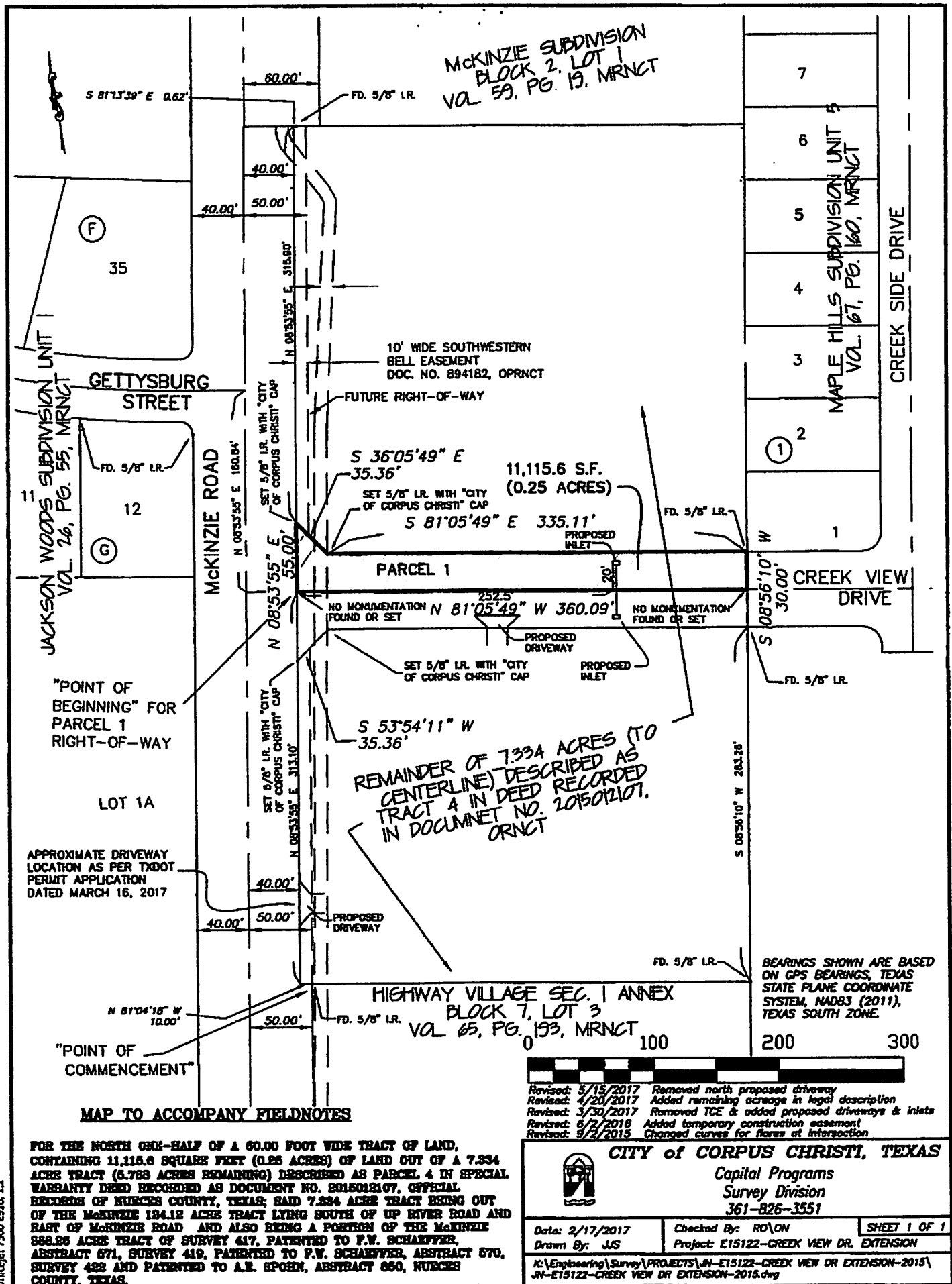
I, Russell D. Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my supervision.

This the 20th day of April, 2017

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



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Parcel 2  
E15122 - Creek View Drive Extension  
30' Wide Right-Of-Way

STATE OF TEXAS  
COUNTY OF NUECES

BEING the South one-half of a 60.0 foot wide tract of land, containing 11,114.9 square feet (0.25 acres) of land out of a 7.334 acre tract (5.788 acres remaining) described as Parcel 4 in Special Warranty Deed recorded as Document no. 2015012107, Official Records of Nueces County, Texas; said 7.334 acre tract being out of the McKinzie 124.12 acre tract lying south of Up River Road and east of McKinzie road and also being a portion of the McKinzie 388.26 acre tract of Survey 417, Patented to F.W. Schaeffer, Abstract 571, Survey 419, Patented to F.W. Schaeffer, Abstract 570, Survey 422, Patented to A.E. Spohn, Abstract 850, Nueces County, Texas. This 11,114.9 square foot tract being more fully described by metes and bounds as follows:

Commencing at a 5/8 inch iron rod found on the east boundary of McKinzie Road for the northwest corner of Lot 3, Block 7, Highway Village Section 1 Annex, a map of which is recorded in Volume 65, Page 193, Map Records of Nueces County, Texas;

Thence, with the easterly extension of the north boundary of said Lot 3, Block 7, Highway Village Section 1 Annex, North 81°04'18" West 10.00 feet;

Thence, with the existing east boundary of McKinzie Road, parallel with its centerline and 40.00 feet distant therefrom, North 08°53'55" East, a distance of 258.11 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the Point of Beginning of this description and for the southwest corner of this tract;

Thence, with west boundary of this tract, same being the existing east boundary of McKinzie Road, parallel with its centerline and 40.00 feet distant therefrom, North 08°53'55" East, a distance of 55.00 feet for the northwest corner (no monumentation found or set) of this tract;

Thence, with the north boundary of this tract, same being the westerly projection of the centerline of existing Creek View Drive, a 60 foot wide public roadway, South 81°05'49" East, a distance of 360.09 feet to the west boundary of said Creek View Drive, for the northeast corner (no monumentation found or set) of this tract;

Thence, with the west boundary of said existing Creek View Drive, same being the east boundary of this tract, South 08°56'10" West, a distance of 30.00 feet to a 5/8 inch iron rod found for the southwest corner of said Creek View Drive and for the southeast corner of this tract;

Thence, with the south boundary of this tract, North 81°05'49" West, a distance of 335.07 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for a corner of this tract;

Thence, continuing with the south boundary of this tract, South 53°54'11" West, a distance of 35.36 feet to the Point of Beginning and containing 11,114.9 square feet (0.25 acres) of land.

Bearings based on GPS bearings, Texas State Plane Coordinate System, NAD 83 (2011), South Zone.

STATE OF TEXAS  
COUNTY OF NUECES

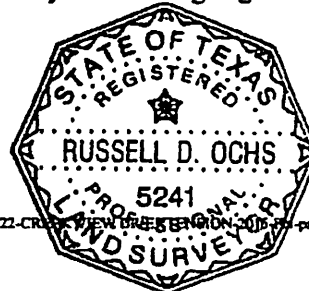
I, Russell D. Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my supervision.

This the 20th day of April, 2017

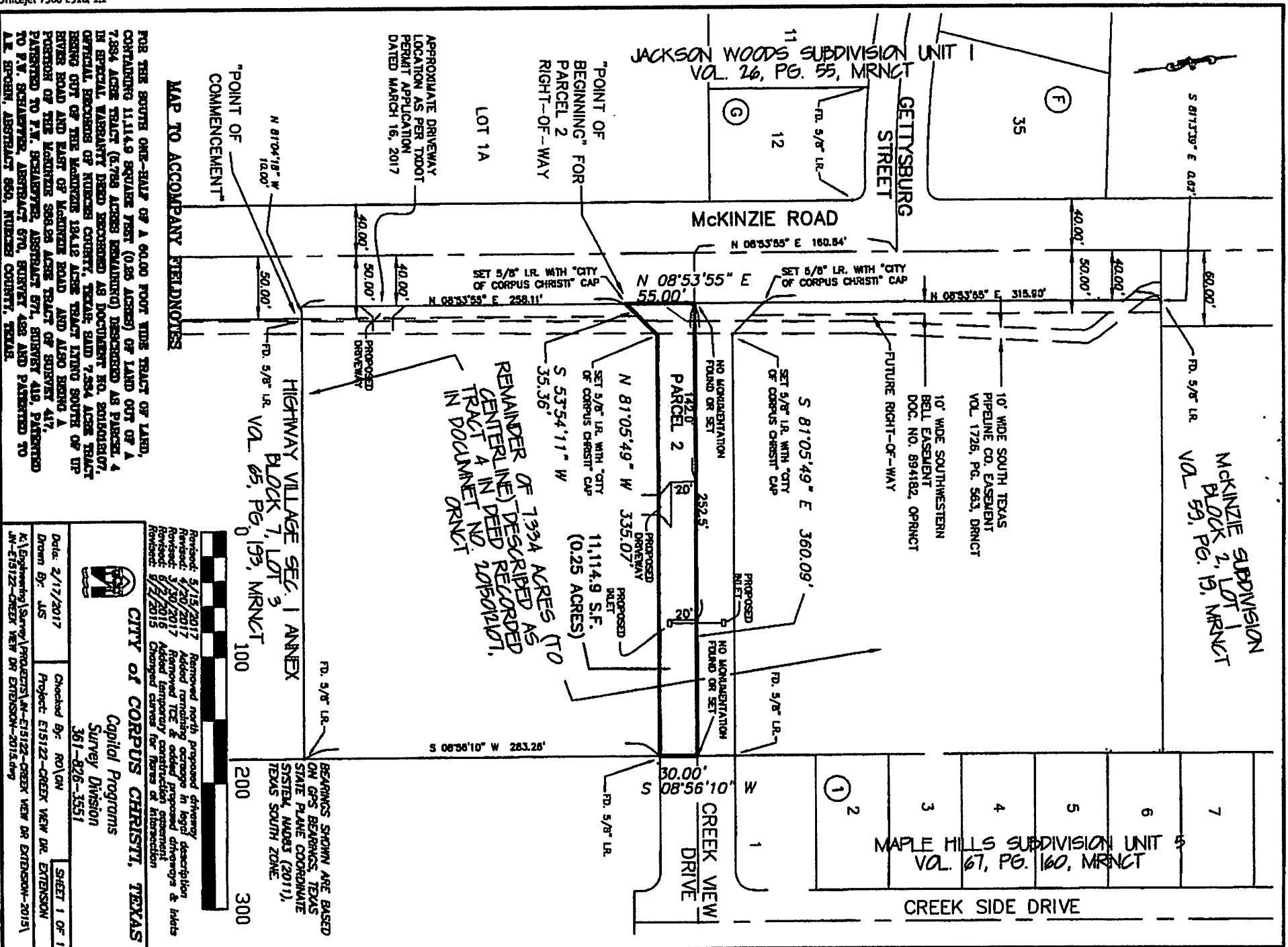
*Russell D. Ochs*

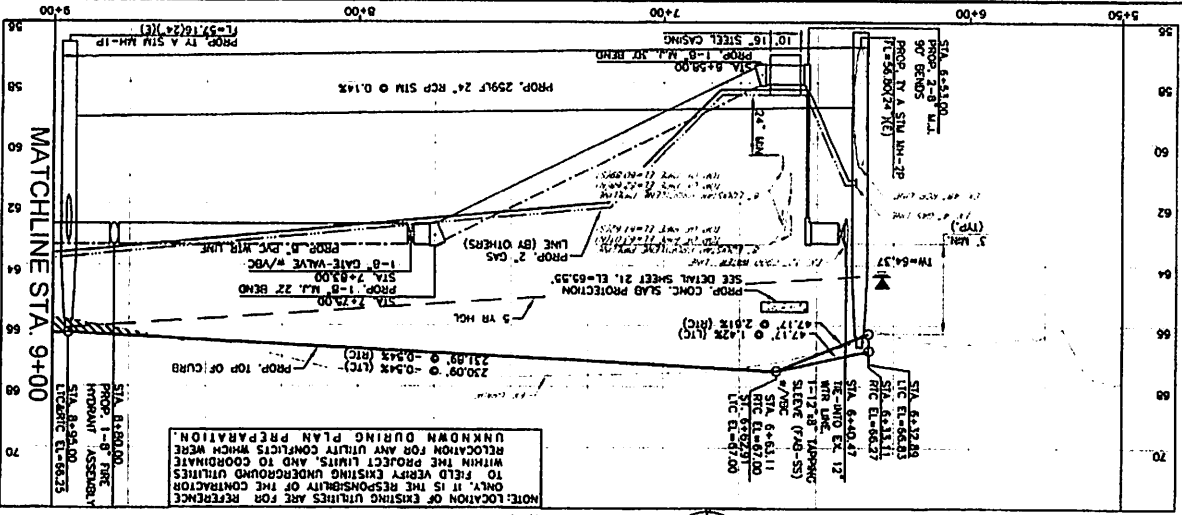
Russell D. Ochs, R.P.L.S.

State of Texas License No. 5241



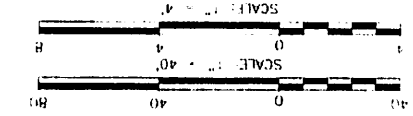
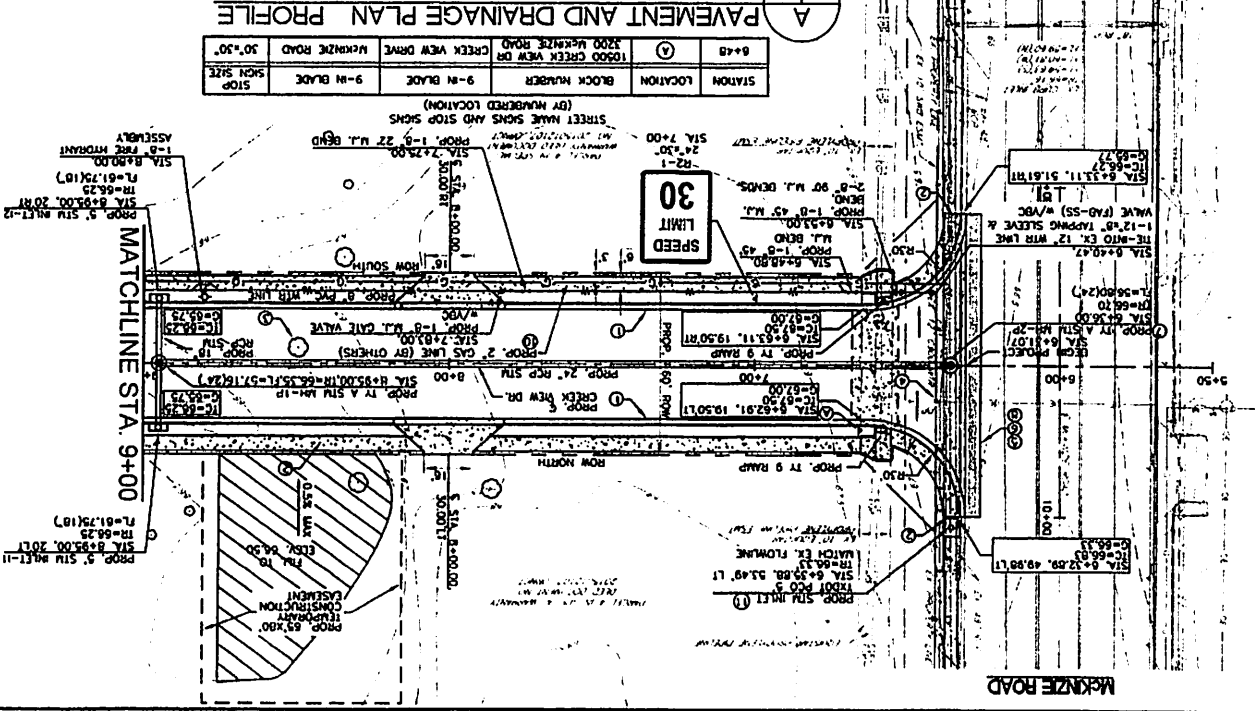
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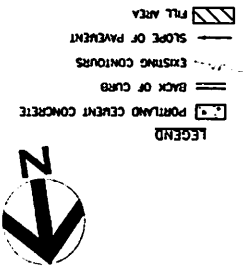


**A PAVEMENT AND DRAINAGE PLAN PROFILE**

STATION	LOCATION	BLOCK NUMBER	CREEK VIEW DR	CREEK VIEW DRIVE	WALKING ROAD	30'-30"
6+48	(A)	10500 CREEK VIEW DR	3200 WALKING ROAD	CREEK VIEW DRIVE	WALKING ROAD	30'-30"
6+48	STOP	9-IN BLADE	9-IN BLADE	9-IN BLADE	9-IN BLADE	STOP



- NOTES:**
1. CONSTRUCT CONCRETE CURB & GUTTER SEE DETAIL SHEET 31.
  2. PROPOSED CONCRETE SIDEWALK MATCH EXISTING SIDEWALK OR DRIVEWAY ELEVATION. ALL CONCRETE SHALL BE DOWELED.
  3. REMOVE TREE.
  4. POWER POLE TO BE REMOVED BY OTHERS.
  5. PAVEMENT TRANSITION SEE DETAIL SHEET 21.
  6. RIDEOT DRIVEWAY PERMIT. SEE SHEET 21 FOR INFORMATION.
  7. USE PRE-CAST MANHOLE. BREAK EXIST. STD SWR TO PLACE MANHOLE.
  8. MATCH EXIST. ASPHALT PAVEMENT ELEVATIONS.
  9. REMOVE & REPLACE CONCRETE SIDEWALK.
  10. GAS LINE WILL BE INSTALLED BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR BACKFILL AND COMPACTION OF TRENCHES.
  11. USE PRE-CAST MANHOLE. BREAK EXIST. STD SWR TO PLACE MANHOLE.



CITY PROJECT / E13122  
SHEET 17 OF 53  
RECORD DRAWING NO.  
SIR 918

CREEK VIEW EXTENSION  
(BOND 2014)  
PLAN & PROFILE  
STA. 5+50 TO STA. 9+00

CITY OF CORPUS CHRISTI  
TEXAS  
Department of Engineering Services

MEP ENGINEERING, INC.  
10000 W. 14TH STREET, SUITE 200, DALLAS, TEXAS 75244  
TEL: 214-341-5000 FAX: 214-341-5004

PROJECT NO. 1527-500  
CONSULTANT'S SHEET