

date of closing. The prorated taxes are only an estimate indicated by a Tax Certificate obtained by the Title Company and the Seller agrees to pay any shortages of property taxes should they occur during the following year. Seller will agree to execute a Tax Proration Agreement expressly stating this agreement.

6. **Earnest Money.** Buyer deposits Five Hundred Dollars and no cents (\$500.00) with the Title Company as Earnest Money, which will be applied to the balance of the purchase price owing at closing; Buyer will pay the balance of the purchase price owing at closing. When the Title Company possesses the executed deed, any other necessary paperwork, and the balance of the cash payment, the Title Company will close and finalize the conveyance in accordance with its customary procedure.

If Buyer fails to close on this Contract as set out herein, for any reason other than title defects, Seller is entitled to the Earnest Money as liquidated damages for breach of this Contract. Seller may seek to enforce this Contract by an action for specific performance. If Seller fails to tender an executed deed conveying the Property in accordance with the terms of this Contract, Buyer may seek to enforce this Contract by an action for specific performance.

7. **Restrictions on Title.** Buyer accepts title to the Property subject to all recorded restrictive covenants and use restrictions, if any, and all applicable local zoning regulatory ordinances, if any.
8. **Time for Performance.** This transaction will be closed through the Title Company on or before ninety (90) days from the effective date of this Contract. Seller shall give Buyer possession of the Property by executing a General Warranty Deed.

Seller's execution of this Contract means that Seller has read and understands that this Contract is not binding on Buyer until approved and accepted by the Corpus Christi City Council and executed by the City Manager, or designee, on behalf of the Buyer. Buyer must execute this Contract within sixty (60) 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. **Buyer's Due Dilligence.** At Buyer's cost, Buyer has performed their due diligence in obtaining a land survey, environmental site analysis, title policy commitment and mineral title report. No additional time is requested by Buyer for performance of its inspections or due diligence.
11. **Broker Commission.** Seller is responsible for payment of all broker's fees and commissions incurred in connection with the sale of this Property.
12. **Possession.** At the Closing, the Property will be conveyed free of the rights of possession of any third parties in or to the Property except for valid easements, if any, filed of record and currently in force and effect. Any possession by Buyer before closing or by Seller after

closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

13. Representations and Warranties.

By Seller. In order to induce Buyer to enter into this Contract, Seller makes the following representations and warranties, all of which will be true and correct as of the effective date of this Agreement and as of the date of closing:

Authority; No Conflict. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Contract and the documents to be executed and delivered by Seller in connection with the closing of the transactions described in this Contract (such documents being collectively referred to herein as "*Seller's Closing Documents*") and to perform its obligations under this Contract and the Seller's Closing Documents. Seller shall present to the Buyer and/or the Title Company, if necessary, all reasonable evidence of such authority which may be requested by either of them. The execution and delivery of this Contract and Seller's Closing Documents, the consummation of the transactions described herein, and compliance with the terms of this Contract will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property, except as otherwise expressly provided herein.

No Litigation or Proceedings. Seller has no knowledge of any pending or threatened litigation, condemnation, or assessment affecting the Property.

Environmental Representations. Except as otherwise expressly provided herein, Seller has no knowledge that the Property contains Hazardous Materials (as defined in Section 10(b)), contains any underground storage tanks, or is not in full compliance with any Environmental Law (as defined in Section 10(b)).

Title to Property. To the best of Seller's knowledge, Seller has full and complete fee simple title to the Property, subject only to the liens and encumbrances, if any, disclosed on the commitment or survey to be furnished to Buyer hereunder.

No Options. No person, corporation, or other entity has or, on the date of closing, shall have any right or option to acquire the Property.

Compliance. Seller has not received any notice from any governmental agency regarding the Seller's or the Property's non-compliance with any applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property.

14. Mineral Conveyance. The sale of the Property is with minerals. Seller conveys unto Buyer 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 Contract is the date in which the Contract is signed by the Buyer.

Executed in triplicate, any of which constitutes an original.

SELLER

Patrick William Kelly III

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on _____, 2018
by Patrick William Kelly, III.

Notary Public in and for the State of Texas

[Seal]

Carol Lynn Gillingham

Carol Lynn Gillingham

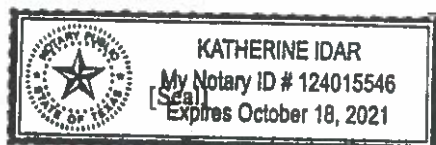
THE STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on September 13, 2018
by Carol Lynn Gillingham.

Katherine Idar

Notary Public in and for the State of Texas



Executed in triplicate, any of which constitutes an original.

SELLER

Patrick William Kelly III

Patrick William Kelly III

THE STATE OF TEXAS §

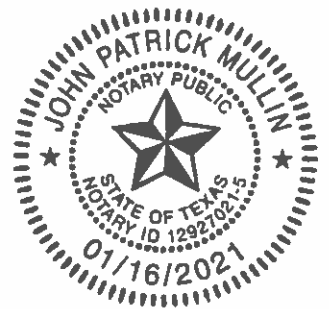
COUNTY OF Harris §

This instrument was acknowledged before me on September 7th, 2018

by Patrick William Kelly, III.

JPLN
Notary Public in and for the State of Texas

[Seal]



Carol Lynn Gillingham

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2018

by Carol Lynn Gillingham.

Notary Public in and for the State of Texas

[Seal]

BUYER

CITY OF CORPUS CHRISTI, TEXAS

Department of Engineering Services

P.O. Box 9277

1201 Leopard Street, City Hall

Corpus Christi, Texas 78469-9277

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

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2018
by Valerie H. Gray, P.E., as Executive Director of Public Works of the City of Corpus Christi, a
Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 18 DAY OF September, 2018.

FOR THE CITY ATTORNEY

By:


Janet Kellogg, Assistant City Attorney
CITY LEGAL DEPARTMENT

EXHIBIT A

50.535 acres of land, more or less, out of the Enriquez Villareal Grant A-1, Nueces County, Texas, being the North half of the West 202.14 acres of Tract #5 of the Subdivision of the Margaret Kelly Lands (the "Subdivision") as shown on the Map of the Subdivision recorded in Volume 8, Page 40, of the Plat Records of Nueces County, described as follows, to-wit:

Starting at a post in the centerline of Bear Lane (formerly known as Kosar Road) said post bearing S. 89 deg - 34' 30" E, a distance of 608.83' from the NW corner of Tract #1 of said Subdivision; Thence, N. 89 deg - 34' 30" W, 606.83' along the North boundary of Tract #1 of said subdivision to the intersection of the West boundary of Tract #1 and the East boundary of Tract #6 of said Subdivision; Thence South 42 deg - 40' 26" along the common boundary of Tract #1, #2, and #6 of said subdivision to the intersection of the North boundary of Tract #5 of said subdivision; Thence West 1396.89' along the common boundary of Tracts #5 and #6 of said Subdivision to the intersection of the NW corner of a 71.64 acre tract being the East 71.64 acres of Tract #5 of said subdivision;

TO A POINT OF BEGINNING

Thence, continuing along this same land West 3931.83' which is the North boundary of Tract #5 and the South boundary of Tracts #6 and #7 of said Subdivision, to the NW corner of Tract #5 of said subdivision and the NW corner of this 50.535 acre tract of land; Thence S. 0 deg - 25' 50" W, 559.59' which is the common boundary of Tracts #5 and #8 of said subdivision, and the center lien of FM 763, to the SW corner of this 50.535 acre tract of land; Thence East 3936.04' along the common boundary of the South boundary of the North half of the North Half of the West 202.14 acre of Tract #5 of said Subdivision and the North boundary of the South Half of the North Half of the West 202.14 acres of tract #5 of said subdivision , to the intersection of the West boundary of the 71.64 acre tract mentioned above, and the SE corner of this 50.535 acre tract; Thence North 559.57' to the point of beginning, and the NE corner of this 50.535 acre tract and closure of this tract, with said tract containing 50.535 acres.