

YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
COUNTY OF HARRIS §

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (this "Contract") is made by this _____ day of _____, 202__, by and between the City of Jersey Village, a State of Texas home rule municipal corporation (the "City"), and _____, (the "Buyer") (with the City and the Buyer each being a "Party" and collectively, the "Parties"), and is made effective upon the terms and conditions set forth herein on the date of execution by the Parties as memorialized below (the "Effective Date").

ARTICLE I – THE PROPERTY

A. Subject to the terms and conditions of this Contract, the City hereby sells and agrees to convey to the Buyer by a Special Warranty Deed (the "Deed"), and the Buyer hereby purchases and agrees to pay the City for, all of City's right, title, and interest in and to that certain real estate, and any improvements located thereon, being: _____

_____ as more particularly described in "Exhibit A" attached hereto and incorporated herein for all purposes (the "Real Property"). The City also sells and agrees to convey to the Buyer, and the Buyer hereby agrees to pay the City for, all of the City's right, title, and interest, all and singular, the rights and appurtenances pertaining to the Real Property, and, to the extent that they are assignable and relate to the ownership or operation of the Real Property, any improvements, fixtures, and personal property situated on and attached to the Real Property, (all of such real property described above, including the Real Property, and the rights and appurtenances described herein, being herein collectively referred to as the "Property"), for the consideration and upon the terms and conditions of this Contract.

B. The Property will be conveyed to the Buyer at the Closing free and clear of all liens, claims, easements, right-of-way, restrictions, and encroachments except those encumbrances that either are not objected to or are objected to and not cured and that are subsequently waived pursuant to the Contract (the "Permitted Exceptions").

ARTICLE II – THE PURCHASE PRICE

A. Amount of Purchase Price

The purchase price for the Property shall be _____ (\$ _____)(the "Purchase Price"). The Purchase Price shall be adjusted at the Closing for any Closing costs and prorations.

B. Payment of Purchase Price

The Purchase Price shall be payable in all cash at the Closing.

ARTICLE III – THE BUYER’S OBLIGATIONS

A. Conditions to Buyer’s Obligations

The obligation of the Buyer hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the conditions provided in this Article (any of which may be waived in whole or in part by the Buyer at or prior to the Closing).

B. Preliminary Title Commitment

Within twenty (20) days after the Effective Date, the City, at the City’s sole cost and expense, shall have caused: _____ Title Company, located at _____ (the “Title Company”) to issue a preliminary title commitment (the “Title Commitment”), accompanied by true, correct, and legible copies of all recorded documents relating to easements, rights-of-way, and any instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of City (the “Title Documents”).

C. Survey

If applicable, within sixty (60) days after the Effective Date, the Buyer shall have a current plat of survey (the “Survey”) of the Real Property prepared by a duly licensed Texas land surveyor, at the Buyer’s sole cost and expense, and delivered to the City and the Title Company. The Survey shall be in a form acceptable to the Title Company in order to allow the Title Company to delete the survey exception (except as to “shortages in area”) from the Owner’s Title Policy to be issued by the Title Company at Buyer’s option and expense. The Survey shall be staked on the ground, and the plat of the Survey shall show the legal description, boundary lines, and the location of all improvements, highways, streets, and roads (including the right-of-way and pavement widths of each), signal lights, median breaks, curb cuts, railroads, rivers, creeks, or other water courses, fences, flood plain as defined by the Federal Emergency Management Agency, easements, and rights-of-way on or adjacent to the Real Property and shall set forth the number of total of gross and net square feet comprising the Real Property.

D. Review Period

The Buyer shall have ten (10) days (the “Review Period”) after the Buyer’s receipt of the later of the Survey, Title Commitment, and Title Documents to review same and to deliver in writing to the City such objections as the Buyer may have to anything contained therein (the “Objection Notice”). In the event the Buyer states that any of the Survey, Title Commitment, Title Documents, or any item therein contained, is not satisfactory, the Buyer may either: terminate this Contract and have the Escrow Deposit forthwith returned to the Buyer; or, conditionally accept title subject to the City’s removal of any matters contained in such Objection Notice within fifteen (15) days from receipt of the Objection Notice (the “Title Cure Period”), in which case the City may elect, at its sole option, to use commercially reasonable efforts to remove or insure over such objectionable matters, but shall have no duty or obligation to remove or insure over any of such objectionable matters, other than monetary liens and matters listed on Schedule C of the Title Commitment, which the City shall be obligated to pay, cure, or remove by the Closing. If the City cannot remove or insure over such matters before the expiration of the Title Cure Period, or if the City elects not to remove or insure over any of the Buyer’s objections, then at the Buyer’s election within five (5) days following the expiration of the Title Cure Period, the Buyer may terminate this Contract and have the Escrow Deposit forthwith returned to the Buyer. Failure by the Buyer to terminate this

Contract on or before five (5) days after the expiration of the Title Cure Period shall be deemed to be a waiver of all then uncured title objections. The Buyer hereby agrees that the lien for current taxes, and any items waived by the Buyer or not objected to timely by the Buyer shall hereinafter be deemed to be Permitted Exceptions, and the Buyer shall not be entitled to object to the status of title, the Survey, or avoid the Closing on account of any Permitted Exceptions.

E. Feasibility Period

The Buyer shall have thirty (30) days from the Effective Date within which to inspect the Property and determine if the same is suitable for the Buyer's intended use (the "Feasibility Period"). In the event the Buyer notifies the City in writing on or before five o'clock (5:00 p.m.) on the last day of the Feasibility Period that the Buyer disapproves or is dissatisfied in any way with the Property, such determination to be made in the Buyer's sole and absolute discretion, then this Contract shall terminate and all the Escrow Deposit heretofore delivered by the Buyer to the Title Company, save and except the sum of both one hundred dollars (\$100.00) (which shall be considered non-refundable option money (the "Option Fee")) and the cost of the Survey, shall be returned to the Buyer. In the event the Buyer fails to so notify the City in writing prior to the expiration of the Feasibility Period of the Buyer's election to terminate this Contract, this Contract shall continue in full force and effect. The City hereby grants to the Buyer during the Feasibility Period the right to enter upon the Property and conduct such tests as the Buyer deems necessary; provided that the Buyer shall indemnify, defend, and hold harmless the City from all claims, actions, or causes of action which might occur by virtue of the Buyer's entry upon or testing of the Property and provided further that the Buyer shall be responsible for all damages occasioned to the Property arising out of the Buyer's entry upon or testing of the Property. These obligations will survive the Closing or the cancelation or termination of this Contract. Notwithstanding the delivery to the Buyer or its agents by the City or any of its agents of any of the above described studies and tests, if any, the Buyer acknowledges that any information of any type which the Buyer has received or may receive from the City, or its agents, is furnished to the Buyer as a courtesy only and on the express condition that the Buyer shall make an independent verification of the accuracy of such information, all such information is being furnished without any representation or warranty by the City as to the truth, accuracy, or completeness of such information.

F. Conditions to City's Obligations

1. The City's obligation to close this transaction is subject to the satisfaction, in the City's reasonable discretion, or waiver by the City in writing, of the following conditions on and as of the Closing:
 - a. The Buyer's representations and warranties set forth in this Contract are true, complete, and correct, in all material respects; and,
 - b. The Buyer has fully performed all of its obligations to be performed by the Buyer, in all material respects.
2. If any of the foregoing conditions have not been satisfied or otherwise waived by the City in writing, on or before the Closing, the City may, in addition to any right or remedy otherwise available to the City, by written notice to the Buyer and the Title Company, cancel this Contract.

G. Deed Restriction

The Special Warranty Deed conveying the Property to the Buyer at the Closing shall include certain restrictions and shall be intended to be a fee simple transfer of the Property subject to a reversion to the City if construction of a single-family residence is not commenced on the Property within six (6) months of the Closing (the “Deed Restriction”).

H. Other Conditions, Exceptions and Reservations to Sale

1. The Buyer acknowledges that the Property is subject to zoning regulations, which may be changed from time to time. The Buyer agrees to develop the Property consistent with the existing zoning classification for the Property and the City’s other ordinances.
2. If the Buyer fails to commence construction of a single-family residence on the Property within six (6) months after the Closing, then the Property shall be subject to a reversion to the City. For the purposes of the reversion in this Contract and the special Warranty Deed, commencement of construction shall occur when the Buyer, the Buyer’s agent, the subsequent owner of the Property, or any authorized representative of the owner of the Property is granted all applicable permits to begin construction of a single-family residence on the Property.

ARTICLE IV – CLOSING

A. The finalization of the transaction contemplated in this Contract shall be at the offices of the Title Company within thirty (30) days following the end of the Feasibility Period (the “Closing”).

B. At the Closing, the City shall:

1. Deliver to the Buyer a duly executed and acknowledged Special Warranty Deed, in the form substantially similar to the version attached hereto as “Exhibit B”, conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - a. General real estate taxes for the year of the Closing and subsequent years not yet due and payable;
 - b. The Deed Restrictions;
 - c. The Permitted Exceptions, in Contract or in writing;
 - d. A reversion if the construction of a single-family residence is not commenced on the Property within six (6) months of the Closing Date; and,
 - e. Any other exceptions approved by the Buyer pursuant to this Contract.
2. Deliver to the Buyer, at the City’s sole cost and expense, a Texas Owner’s Title Policy issued by the Title Company, in the Buyer’s favor in the full amount of the Purchase Price, insuring the Buyer’s fee simple title to the Property subject to reversion and to those title

exceptions listed in this Contract, with such other exceptions as may be approved in writing by the Buyer, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy containing a survey exception deletion, except as to shortages in area (such survey exception deletion to be at the Buyer's expense).

3. Deliver to Buyer and the Title Company such other documents as may be reasonably necessary or appropriate to transfer and convey the Property to the Buyer and to otherwise consummate this transaction in accordance with the terms of this Contract.

4. Deliver to the Buyer possession of the Property.

C. At the Closing, the Buyer shall:

1. Deliver to the City the Purchase Price by cashier's check, wire transfer, or otherwise in immediately available funds.

2. Deliver to the City a certified resolution of the manager(s), general partner, or officer of the Buyer (if an entity), which resolution will be in full force and effect, approving this transaction and designating the person or persons authorized to sign documents on behalf of the Buyer.

3. Deliver to the City and the Title Company such other documents as may be reasonably necessary or appropriate to consummate this transaction in accordance with the terms of this Contract.

D. All state, county, and municipal taxes and assessments, if any, for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted at the Closing, with the Buyer being charged for the same after such date. The Buyer acknowledges that the City is a public entity exempt from tax liability for the Property during the period of the City's ownership of the Property. In the event that the Buyer is a public entity, all state, county, and municipal taxes for the then current year relating to the Property shall be calculated as of the Closing Date and the City's share shall be collected by the Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Tax Code. If there is any rollback tax liability for the Property, then the Buyer will be responsible for those taxes. However, if there is any rollback tax liability for the Property for any period of time prior to the Closing Date that is triggered by the actions of the City prior to the Closing Date, the City will assume the responsibility for those taxes. If either Party is a public entity or other entity exempt from such taxes, either Party, as applicable, does not hereby waive any exemption or other exception it, or the Property, may have from rollback taxes pursuant to Texas Tax Code §23.55(f) or other applicable law. The provisions of this Section shall survive the Closing.

E. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, then the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may

result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

F. Each Party shall pay any attorney's and other professional fees incurred by such Party. All other costs and expenses of the Closing shall be borne and paid as provided in this Contract, or if this Contract is silent, as is provided in the most recent Texas Association of Realtors Commercial Contract-Unimproved Property.

ARTICLE V – REAL ESTATE COMMISSIONS

It is expressly understood and agreed that no broker has been involved in the negotiation or consummation of this Contract. The Parties hereby agree to indemnify, defend, and hold harmless each other from any and all claims for any commission(s), brokerage fees, or finder's fees brought by any person asserting a claim against either Party by reason of acts or omission of the indemnitor.

ARTICLE VI – ESCROW DEPOSIT

Within three (3) business days after the Effective Date, and for the purpose of securing the performance of the Buyer under the terms and provisions of this Contract, the Buyer shall deliver to the Title Company, a wire transfer, cashier's check, or other same-day certified funds, in the amount of one percent (1%) of the purchase price (the "Escrow Deposit") which shall apply toward the Purchase Price at the Closing. In the event the Buyer fails to timely deliver the Escrow Deposit to the Title Company, then this Contract shall automatically terminate and be of no further force or effect and the City shall be relieved from all liabilities or obligations hereunder. If the Buyer terminates this Contract pursuant to the applicable provisions of Article III or VII, then the Title Company shall immediately return the Escrow Deposit (less the Option Fee), together with interest accrued thereon, to the Buyer. Upon the expiration of the Feasibility Period, the Escrow Deposit shall become non-refundable, but shall be applicable to the Purchase Price at the Closing. The Parties hereby agree to indemnify and hold harmless the Title Company from and against all costs, expenses, claims, liabilities, or obligations incurred by the Title Company due to the release to the Buyer by the Title Company of the Escrow Deposit in such instance without the consent or authorization of the City.

ARTICLE VII – REPRESENTATIONS

A. As a material inducement to the Buyer to execute and perform its obligations under this Contract, the City hereby represents and warrants to the Buyer as of the Effective Date and through the Closing that the following is true to the current actual knowledge of the City, with no duty on the part of the City to investigate the same:

1. There are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is the City aware of any facts which to its knowledge might result in any such action, suit, or proceeding. The City is not in

default with respect to any order or decree of any court of any governmental agency or instrumentality; and,

2. The City has good and indefeasible title to all of the Property, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever, except as disclosed to the Buyer in the Title Commitment or as otherwise disclosed in writing by the City to the Buyer, and the City is duly authorized to sell the Property; and

3. There are no parties in possession of any portion of the Property except as have been disclosed to the Buyer; and

4. THE PROPERTY MAY CONTAIN ASBESTOS, ASBESTOS-CONTAINING MATERIALS, PCBS, LEAD PAINT, OR OTHER ENVIRONMENTALLY HAZARDOUS MATERIALS; THE BUYER AGREES TO ASSUME BY THIS CONTRACT ALL CURRENT AND FUTURE RESPONSIBILITIES, COSTS, ABATEMENTS, AND LIABILITIES OF ALL HAZARDOUS MATERIALS, AND SHALL BE REQUIRED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND RULES REGARDING HAZARDOUS MATERIALS INCLUDING, BUT NOT LIMITED TO, THE TEXAS ASBESTOS HEALTH PROTECTION ACT; and

5. IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT: THE PROPERTY IS SOLD BY THE CITY AND PURCHASED AND ACCEPTED BY THE BUYER ON AN "AS IS", "WHERE IS", AND, "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY THE CITY, OR ANYONE ACTING ON BEHALF OF THE CITY, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; THE BUYER HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE BUYER IN ORDER TO ENABLE THE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; THE BUYER IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY THE BUYER IN PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS", AND, "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY THE CITY OR ANYONE ACTING ON BEHALF OF THE CITY, EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED; AND, THE BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS CONTEMPLATED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES THE CITY OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES (COLLECTIVELY THE "ENVIRONMENTAL CLAIMS")

WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. AS USED HEREIN, THE TERM “ENVIRONMENTAL CONDITION” SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY ENVIRONMENTAL CLAIM AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. THE CITY SHALL NOT HAVE (AND BUYER WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE BUYER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF AND SHALL BE CONTAINED IN THE DEED.

B. As a material inducement to the City to execute and perform its obligations under this Contract, the Buyer hereby represents and warrants to the City as of the Effective Date and as of the date of the Closing as follows:

1. The Buyer has all the requisite power and authority to enter into, deliver, and perform this Contract; and
2. No consent or approval of any other person or entity is required in order for this Contract to be legal, valid, and binding upon the Buyer; and
3. The execution and delivery of this Contract and the consummation of this transaction shall not constitute a violation, breach, or default by the Buyer of any term or provision of any other instrument of which the Buyer is a party or to which the Buyer may be subject; and
4. To the Buyer’s current actual knowledge, there are no actions, suits, or proceedings pending or threatened against the Buyer, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, and Buyer has received no

written notice of same; and

5. The Buyer is not the subject of any bankruptcy, reorganization or insolvency proceeding; and

6. The Buyer acknowledges that the transaction contemplated in this Contract is subject to a reversion to the City if the construction of a single-family residence is not commenced within six (6) months of the Closing.

C. All statements in this Article expressly shall survive the Closing for a period of one (1) year from the Closing and the representing Party shall indemnify and hold the other Party harmless from any breach of such statements.

ARTICLE VIII – BREACH BY THE CITY

If the City fails to fully and timely perform any of its obligations hereunder or fails to consummate the sale of the Property for any reason, except for the Buyer's default, then the Buyer may, as its sole and exclusive remedy, either: obtain the return of the Escrow Deposit (less the Option Fee) as liquidated damages; or, pursue specific performance.

ARTICLE IX – BREACH BY THE BUYER

If the Buyer fails to fully and timely perform any of its obligations hereunder or fails to consummate the purchase of the Property, then the City may, as its sole and exclusive remedy, either: pursue specific performance; or, receive the Escrow Deposit.

ARTICLE X – CONDEMNATION

If all or any material portion of the Property is condemned (or sold and conveyed in lieu of condemnation) after the expiration of the Review Period and prior to the Closing, the Buyer may, at its election, terminate this Contract, whereupon the Escrow Deposit, less the Option Fee, will be returned to the Buyer.

ARTICLE XI – TAX-FREE EXCHANGE

The City shall reasonably cooperate with the Buyer to allow the Buyer to obtain the Property as part of a tax-free exchange, provided, however, that the Buyer acknowledges that the Buyer shall be solely responsible for determining its ability to complete this transaction as part of a tax-free exchange, and the City makes no representation to the Buyer regarding its ability to accommodate any such exchange. In no event shall the City be obligated to incur any cost or liability in connection with such exchange, and the Closing shall not be delayed or extended in order to accommodate any such exchange.

ARTICLE XII – MISCELLANEOUS

A. Survival of Covenants

Any of the representations, warranties, covenants, or agreements of the Parties, as well as any rights and benefits of the Parties, shall survive the Closing for a period of one (1) year from the Closing and shall not be merged therein.

B. Notice

All notices required or permitted by the terms hereof shall be given by hand delivery, or by sender-paid Federal Express or other national overnight delivery service, or by facsimile, at the following addresses or at such other address as either Party hereto shall in writing advise the other. All notices shall be deemed given as of the time of hand delivery or the time such are either faxed or deposited with Federal Express or another national overnight delivery service for transmittal as aforesaid.

For the City:

*City of Jersey Village
Attn: City Manager
16327 Lakeview Drive
Jersey Village, Texas 77040*

For the Buyer:

C. Texas Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas, with any disputes arising hereunder being subject to the exclusive jurisdiction and venue of the State or Federal courts in and for Harris County, Texas.

D. Parties Bound

This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

E. Nondisclosure

Except as and to the extent required by law or as required by the Buyer to purchase the Property, the Parties will not, and each will direct its representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise to disclose or to permit the disclosure of any of the terms, conditions, or other aspects of the sale and purchase of the Property or any other transaction contemplated herein, except to each Party's respective employees, attorneys, accountants, consultant, and other advisors.

F. Legal Construction

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Integration

This Contract constitutes the sole and only agreement of the Parties and supersedes any prior

understanding or written or oral agreements between the Parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of the Parties.

H. Time of Essence

Time is of the essence of this Contract.

I. Attorneys' Fees

Either Party which prevails in any legal proceeding against the other Party brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

J. Gender and Number

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

K. Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, the Buyer is hereby advised that it should be furnished with or obtain a policy of title insurance.

L. Effective Date of Contract

The term "Effective Date" means the date on which both Parties have executed this Contract.

M. Counterparts/Facsimile

This Contract may be executed by original or facsimile signatures in multiple counterparts, each of which shall constitute an original and together constitute one and the same instrument.

N. Assignment

Other than an assignment of this Contract to an entity owned or controlled by the Buyer, this Contract may not be assigned by the Buyer without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City, and any attempted assignment by the Buyer shall be null and void and shall constitute a breach by the Buyer. Under no circumstances shall a permitted assignment by the Buyer become effective until each of the following conditions have been satisfied: the Buyer's Review Period has expired; all of the Buyer's conditions to the Closing have been satisfied or waived; and, all assignees shall have assumed in writing, in form satisfactory to the City, all of the Buyer's obligations under this Contract. No assignment shall relieve the Buyer from any of its obligations or any liability under this Contract. No permitted assignment by the Buyer shall be effective until the City has been provided with written notice thereof, nor shall any assignment be effective until the Closing and unless this transaction closes.

O. IRS Reporting at Closing

The Title Company agrees to be the designated "reporting person" under 6045(e) of the U.S. Internal Revenue Code with respect to the real estate transaction described in this Contract and to prepare, file, and deliver such information, returns, and statements as the U.S. Treasury Department may require by regulations or forms in connection therewith, including Form 1099-B.

P. Public Information

This Contract and all information associated with this Contract is public information. The Buyer acknowledges that the City is obligated to release to the public all records that are subject to the Texas Public Information Act.

Q. Further Documentation

Each Party agrees in good faith to execute such further or additional documents as may be reasonably necessary or appropriate to fully carry out the intent and purpose of this Contract.

R. City's Remedies

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Contract, the former shall control.

S. No Third-Party Beneficiaries

This Contract is entered solely by and between, and may be enforced only by and among, the Parties. Except as may be set forth above, this Contract shall not be deemed to create any rights in or obligations to any third parties. This Contract is not intended, and shall not be construed, to create any joint enterprise between or among the Parties.

T. No Personal Liability on City Employees

Nothing in this Contract is construed as creating any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Contract.

U. Israel

The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Neither Party boycotts Israel; and, that (2) Neither Party will boycott Israel during the Term.

V. Governmental Immunities

EACH PARTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT NO PROVISION OF THIS LICENSE IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY A PARTY OF ITS IMMUNITIES FROM SUIT OR LIABILITY THAT IT MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL OF ITS GOVERNMENTAL IMMUNITIES.

[SIGNATURES, ACKNOWLEDGEMENTS, AND EXHIBITS ON FOLLOWING PAGES]

THE PARTIES HEREBY AFFIRM THE ABOVE-EXPRESSED PROMISES, AND THE PARTIES
ENTER INTO THIS CONTRACT ON _____, 202_.

SIGNATURES

FOR THE CITY:

FOR THE BUYER:

AUSTIN BLEESS, CITY MANAGER

Buyer's Name (Signature)

ATTEST:

Lorri Coody, City Secretary

Buyer's Name (Printed)

DRAFT

TITLE COMPANY'S AGREEMENT AND RECEIPT

Title Company has executed this Agreement in order to agree that Title Company shall act as escrow agent with respect to and hold in escrow the Earnest Money and the interest earned thereon and shall disburse the Earnest Money and the interest earned thereon, pursuant to this Agreement.

Name [Signature]

Name [Printed]

Title

Date

DRAFT

EXHIBITS

<u>Exhibit</u>	<u>Title</u>
A	Legal Description of the Property
B	Special Warranty Deed
C	Assignment of Service Contracts and Personal Property

DRAFT

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

EXHIBIT B: SPECIAL WARRANTY DEED

YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF HARRIS §

THAT the City of Jersey Village, a State of Texas home rule municipal corporation (the "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by _____ (the "**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, AND CONVEYED** and by these presents does hereby **GRANT, SELL, AND CONVEY** unto Grantee that certain real property situated in Harris County, Texas and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Land**"), together with: (i) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances therein or in anywise appertaining to the Land; (ii) all right, title, and interest to all minerals, oil, gas, and other hydrocarbon substances thereon or thereunder; (iii) all air, water, riparian, and solar rights related thereto; and, (iv) all right, title, and interest of Seller in and to all strips and gores and any land lying in the bed of any street, road, or alley, open or proposed, adjoining the Land (the Land, together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (iv) above are herein collectively referred to as the "**Property**").

TO HAVE AND TO HOLD the Property, **AS IS, WHERE IS,** and **WITH ALL FAULTS,** together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, subject to the matters described on **Exhibit B** attached hereto (collectively, the "**Permitted Exceptions**") and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

The grant, sale, and conveyance of this Special Warranty Deed is subject to the following, among other restrictions and exceptions that might otherwise be binding on the Property: Within six (6) months of the date of execution of this Special Warranty Deed, the construction of a single-family residential home on the Property must be commenced, or the Property will be subject to reversion to the Grantor.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto and Grantee hereby expressly assumes liability for the

payment thereof. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for the Property for such year are available.

EXECUTED to be effective for all purposes as of the ____ day of _____, 2022.

Name [Signature]

Name [Printed]

Title

Date

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____, as _____ of _____, on behalf of
said _____.

[S E A L]

Notary Public, State of Texas

Printed Name of Notary

My Commission Expires: _____

EXHIBIT C: ASSIGNMENT OF SERVICE CONTRACTS AND PERSONAL PROPERTY

ASSIGNMENT OF SERVICE CONTRACTS AND PERSONAL PROPERTY

This Assignment of Service Contracts and Personal Property (this “**Assignment**”) is executed to be effective as of _____, 2022 (the “**Effective Date**”) and delivered pursuant to that certain Agreement of Purchase and Sale (the “**Agreement**”) dated _____, 2022 by and between City of Jersey Village, a State of Texas home rule municipal corporation (the “**Seller**”) and _____ (the “**Purchaser**”) covering the real property described in **Exhibit A** attached hereto (the “**Real Property**”).

1. Assignment and Assumption. For good and valuable consideration Seller hereby assigns, transfers, sets over, and conveys to the Purchaser, and the Purchaser hereby accepts the following (collectively, the “**Assigned Property**”):

Intangible Property. All intangible personal property related to the Real Property, including, without limitation: (i) all trade names and trademarks associated with the Real Property including Seller’s rights and interests in the name of the Real Property; (ii) warranties, contract rights related to the construction, operation, ownership, or management of the Real Property (but excluding Seller’s obligations thereunder); (iii) governmental permits, approvals and licenses (to the extent assignable); and, (iv) telephone exchange numbers (to the extent assignable); and

Service Contracts. The management, service, supply, equipment rental, and other contracts related to the Real Property (the “**Service Contracts**”) described in **Exhibit B** attached hereto.

2. Indemnification. PURCHASER SHALL INDEMNIFY SELLER FROM AND AGAINST ANY LIABILITY FOR NONPERFORMANCE AND NONPAYMENT OF, ITS OBLIGATIONS AND LIABILITIES UNDER ANY APPLICABLE SERVICE CONTRACTS THAT ARE ASSUMED BY PURCHASER UP TO AND INCLUDING THE EFFECTIVE DATE, AND PURCHASER AGREES TO PERFORM SELLER’S OBLIGATIONS UNDER SUCH SERVICE CONTRACTS ACCRUING AFTER THE EFFECTIVE DATE.

3. Warranty. Seller hereby represents and warrants to Purchaser that it is the owner of the Assigned Property, that the Assigned Property is free and clear of all liens, charges, and encumbrances other than the Permitted Exceptions (as defined in the Agreement), and Seller warrants and defends title to the Assigned Property unto Purchaser, its successors and assigns, against any person or entity claiming, or to claim, the same or any part thereof, subject only to the Permitted Exceptions.

4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one (1) instrument.

5. Further Assurances. On or after the Effective Date, Seller and Purchaser will each take all appropriate and commercially reasonable actions and execute (or cause to be executed) all documents, instruments, or conveyances of any kind which are reasonably necessary to carry out any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

FOR THE PURCHASER:

FOR THE SELLER:

Name [Signature]

Austin Bleess, City Manager

Name [Printed]

Date

Position

ATTEST:

Date

Lorri Coody, City Secretary

DRAFT