

Justin Ray, Mayor
Andrew Mitcham, Council Position No. 1
Greg Holden, Council Position No. 2
Bobby Warren, Council Position No. 3
James Singleton, Council Position No. 4
Gary Wubbenhorst, Council Position No. 5



Austin Bleess, City Manager
Lorri Coody, City Secretary
Leah Hayes, City Attorney

Jersey Village City Council – Special Session Meeting Agenda

Notice is hereby given of a Special Session Meeting of the City Council of the City of Jersey Village to be held on Monday, August 6, 2018 at 6:00 p.m. at the Civic Center, 16327 Lakeview Drive, Jersey Village, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

- A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**
- B. RECESS THE SPECIAL SESSION**

Recess the Special Session to Convene into Executive Session pursuant to the Texas Open Meetings Act, Government Code Section 551.071 – Consult with Attorney, Section 551.072 – Deliberation Regarding Real Property and Section 551.087 Deliberation Regarding Economic Development Negotiations.

- C. EXECUTIVE SESSION**

- 1. Pursuant to the Texas Open Meeting Act Section 551.071- Consult with Attorney, Section 551.072 - Deliberation Regarding Real Property, and Section 551.087 Deliberation Regarding Economic Development Negotiations, consult with the City Attorney regarding Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2, Harris County, Texas and Cause No. 1074704; *Jones Road Project Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 3, Harris County, Texas. *City Attorney*

- D. ADJOURN EXECUTIVE SESSION**

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Special Session.

- E. SPECIAL SESSION CONTINUED**

- 1. Discuss and take appropriate action to approve Resolution No. 2018-48 for the purchase of approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd. for the sum of \$5,250,000, pursuant to an agreement to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2; designating the fund from which the purchase price will be paid; and authorizing the City Manager to take all appropriate and necessary steps to complete the purchase. *Justin Ray, Mayor*

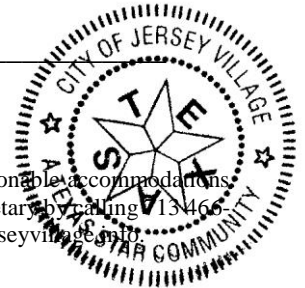
2. Consider Ordinance No. 2018-15, amending the General Fund Budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018 by increasing line items 01-12-6570 (Land Acquisition) in the amount not to exceed \$5,250,000 for the purchase of approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd., pursuant to an agreement to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2. *Austin Bleess, City Manager*

F. ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: August 2, 2018 at 1:30 p.m. and remained so posted until said meeting was convened.

Lorri Coody, TRMC
City Secretary



In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodations must be made to the City Secretary by calling 13466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at www.jerseyvillage.net.

B. RECESS THE SPECIAL SESSION

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D. ADJOURN EXECUTIVE SESSION

Adjourn the Executive Session, stating the date and time the Executive Session ended and Reconvene the Special Session.

CITY COUNCIL - CITY OF JERSEY VILLAGE, TEXAS - AGENDA REQUEST

AGENDA DATE: August 6, 2018

AGENDA ITEM: E01

AGENDA SUBJECT: Discuss and take appropriate action to approve Resolution No. 2018-48 for the purchase of approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd. for the sum of \$5,250,000, pursuant to an agreement to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2; designating the fund from which the purchase price will be paid; and authorizing the City Manager to take all appropriate and necessary steps to complete the purchase.

Department/ Administration

Prepared By: Lorri Coody

Date Submitted: August 1, 2018

EXHIBITS: [Resolution No. 2018-48](#)
[EX A](#) – Real Estate Purchase Agreement

BUDGETARY IMPACT:	Required Expenditure:	\$
	Amount Budgeted:	\$
	Appropriation Required:	\$

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

On October 2, 2017, the City of Jersey Village entered into a Settlement Agreement and an Option Agreement with Jones Road Holding LTD to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2.

The Option Agreement provides for the purchase of approximately 23.34 acres of land Southeast of US 290 on either side of Jones Road in Jersey Village.

By exercising the option to purchase under the terms and conditions of said Option Agreement no further action by Holding or City is required in order for the Purchase Agreement to be effective.

This item is discuss and take appropriate action concerning the purchase of the Jones Road Holding, LTD property.

RECOMMENDED ACTION:

MOTION: Discuss and take appropriate action to approve Resolution No. 2018-48 for the purchase of approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd. for the sum of \$5,250,000, pursuant to an agreement to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2; designating the fund from which the purchase price will be paid; and authorizing the City Manager to take all appropriate and necessary steps to complete the purchase.

RESOLUTION NO. 2018-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS, APPROVING THE PURCHASE OF APPROXIMATELY 23.34 ACRES OF LAND SOUTHEAST OF US 290 ON EITHER SIDE OF JONES ROAD IN JERSEY VILLAGE, TEXAS, FROM JONES ROAD HOLDING LTD. FOR THE SUM OF \$5,250,000, PURSUANT TO AN AGREEMENT TO SETTLE THE CLAIMS ASSERTED BY JONES ROAD HOLDINGS LTD. IN CAUSE NO. 1061305; *JONES ROAD HOLDING LTD. VS. CITY OF JERSEY VILLAGE, TEXAS*; COUNTY CIVIL COURT AT LAW NO. 2; DESIGNATING THE FUND FROM WHICH THE PURCHASE PRICE WILL BE PAID; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL APPROPRIATE AND NECESSARY STEPS TO COMPLETE THE PURCHASE.

WHEREAS, on October 2, 2017 the City of Jersey Village (the City) entered into a Settlement Agreement and an Option Agreement with Jones Road Holding LTD (Holding) to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2; and

WHEREAS, said Option Agreement provides for the purchase of approximately 23.34 acres of land Southeast of US 290 on either side of Jones Road in Jersey Village (the Property), as further described in the associated Real Estate Purchase Agreement (the Purchase Agreement) attached hereto as Exhibit "A" and fully incorporated for all purposes; and

WHEREAS, by exercising the option to purchase under the terms and conditions of said Option Agreement no further action by Holding or City is required in order for the Purchase Agreement to be effective; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1: The statements set forth in the preamble of this Resolution are hereby found and determined to be true and correct and are incorporated herein for all purposes.

Section 2: The option to purchase approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd. for the sum of \$5,250,000 pursuant to an Option Agreement with Jones Road Holdings Ltd. is hereby approved.

Section 3: The General Fund is hereby designated for the payment of the \$5,250,000 purchase price.

Section 4: The City Manager is hereby authorized to take all appropriate and necessary steps to complete the purchase, including but not limited to the execution of documents, engineering and other studies, if needed, and the payment of related closing costs.

PASSED AND APPROVED this 6th day of August 2018.

ATTEST:

Justin Ray, Mayor

Lorri Coody, City Secretary

REAL ESTATE PURCHASE AGREEMENT

WHEREAS, Jones Road Holding, Ltd. (“Holding”), is a limited partnership, with a principal address at 7560 Harwin Drive, Houston, Texas 77036; and

WHEREAS, the City of Jersey Village (the “City”) is a home-rule municipal corporation, located at 16327 Lakeview Drive, Jersey Village, Texas 77040; and

WHEREAS, Holding represents it owns good and indefeasible title, free and clear of any and all liens, to approximately 23.34 acres of land in Jersey Village, Texas (the “Property”), more accurately described in **Exhibit A**; and

WHEREAS, the parties agree anytime the City is referenced herein, the City refers to the City or its assignee; and

WHEREAS, Holding agrees to sell the Property upon the conditions set forth in this Real Estate Purchase Agreement (the “Purchase Agreement”).

NOW THEREFORE, Holding and the City or its assignee agree as follows:

1. GENERAL

This contract to buy and sell real property is between Holding and the City as identified below and is effective on the date (“Effective Date”) on the first day of the month during which the City exercises the City’s election as provided in the Option Agreement dated October 2, 2017, to which this Purchase Agreement is an exhibit.

2. **HOLDING**

Name: Jones Road Holding, Ltd.

Address: 7560 Harwin Drive
Houston, Texas 77036

Phone: _____

E-mail: _____

Type of entity: Partnership

3. **HOLDING'S ATTORNEY**

Name: McFarland PLLC
Charles McFarland
Mark Merrell

Address: 811 Louisiana St.
Suite 2520
Houston, Texas 77002

Phone: 713-325-9701

E-mail: cmcfarland@mcfarlandpllc.com

4. **HOLDING'S BROKER**

Name of Brokerage Firm: CB Richard Ellis

Name of Agent: Darin Gosda

Phone: 713-577-1819

5. BUYER

Name: The City of Jersey Village (or its assignee)

Address: 16327 Lakeview Drive
Jersey Village, Texas 77040

Type of entity: Home-rule municipal corporation

6. CITY'S ATTORNEY

Name: Olson & Olson LLP
John Hightower
Allison Poole

Address: 2727 Allen Parkway
Suite 600
Houston, Texas 77019

Phone: 713-533-3800

E-mail: jhightower@olsonllp.com
apoole@olsonllp.com

7. PROPERTY

Including any improvements, approximately 23.34 acres of land generally located southeast of US 290 on either side of Jones Road in Jersey Village, Texas. More specifically described as Tract I – a 10.89 acre tract of land; Tract II – a 2.593 acre tract of land; Tract III – a 3.321 acre tract of land; and Tract IV – a 6.534 acre tract of land, all as more accurately described in attached **Exhibit A** and **Exhibit B**.

8. EARNEST MONEY

A. The parties designate the following as the Title Company:

Title Company: Chicago Title, Houston
Betty Hull

Address: 3700 Buffalo Speedway
Suite 400
Houston, Texas 77098

Phone: 713-248-0880

- B. City agrees to deposit Ten Dollars (\$10.00) as Earnest Money with Title Company.

9. PURCHASE PRICE

The purchase price of the Property shall be Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000.00) ("Purchase Price"), which sum shall be paid in full on the Closing Date.

10. DEADLINES AND OTHER DATES

- A. All deadlines in this contract expire at 5:00 P.M. local time where the Property is located unless otherwise stated. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located.
- B. Time is of the essence.
- C. Delivery of Earnest Money: 3 days after execution of this Purchase Agreement by the City.
- D. Delivery of Title Commitment: 60 calendar days after the Effective Date.
- E. Delivery of Survey: Holding will deliver the current survey within 30 days after the Effective Date. Any new survey will be completed at the City or its assignee's expense.
- F. Delivery of legible copies of instruments referenced in the Title Commitment, and Survey: 35 days after the Effective Date.

- G. Delivery of Title Objections: 14 calendar days after delivery of the last of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
- H. End of Inspection Period: Ninety calendar (90) days after the Effective Date.
- I. Closing Date: 30 calendar days after the end of the Inspection Period.

11. CLOSING DOCUMENTS

- A. At Closing, Holding will deliver to the City the following items:

Special Warranty Deed

Bill of Sale and Assignment

IRS Non-foreign Person Affidavit

Evidence of Holding's authority to close this transaction

Records, statements, and certificates as specified in **Exhibit D**

- B. At Closing, the City will deliver the following items:

Balance of Purchase Price

Evidence of the City's authority to close this transaction

- C. The documents listed in this Section 11 are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

12. EXHIBITS

The following are attached to and are a part of this contract:

Exhibit A – Description of the Land

Exhibit B – Legal Description and Survey of the Property

Exhibit C – Holding’s Representations; Environmental Matters

Exhibit D – Holding’s Records, Statements and Certificates

13. **PURCHASE AND SALE AGREEMENT**

Holding agrees to sell and convey the Property to the City or its assignee, and the City or its assignee agrees to buy and pay Holding for the Property. The Purchase Price paid by the City or its assignee and the promises by Holding stated in this contract are the consideration for the formation of this Purchase Agreement.

14. **TITLE AND SURVEY**

- A. *Review of Title.* The following statutory notice is provided to the City on behalf of the real estate licensees, if any, involved in this transaction: The City is advised that it should either have the abstract covering the Property examined by an attorney of the City’s own selection or be furnished with or obtain a policy of title insurance.
- B. *Title Commitment; Title Policy.* “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance stating the condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this contract. “Title Policy” means an Owner Policy of Title Insurance issued in conformity with the last Title Commitment delivered to and approved by the City.
- C. *Survey.* “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land. The legal description is described in **Exhibit B**. Any existing survey delivered by Holding must be accompanied by an affidavit detailing any changes to the Property since the date of the Survey.

- D. *Delivery of Title Commitment, Survey, and Legible Copies.* Holding must deliver the Title Commitment to the City and the City's attorney, the Survey, and legible copies of instruments referenced in the Title Commitment and Survey by the deadlines stated in Section 10, *supra*.
- E. *Title Objections.* The City has until the deadline stated in Section 10, *supra* ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Holding of the City's or its assignee's objections to any of them ("Title Objections"). The City or its assignee will be deemed to have approved all matters reflected by the Survey, and Title Commitment to which the City or its assignee has made no Title Objection by the Title Objection Deadline. The matters that the City or its assignee either approves or is deemed to have approved are "Permitted Exceptions." If the City or its assignee notifies Holding of any Title Objections, Holding has five (5) days from receipt of the City's or its assignee's notice to notify the City or its assignee whether Holding agrees to cure the Title Objections before Closing ("Cure Notice"). If Holding does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, the City or its assignee may, within five (5) days after the deadline for the giving of Holding's Cure Notice, notify Holding that either this contract is terminated or the City or its assignee will proceed to close, subject to Holding's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Holding after the Effective Date, and cure only any other Title Objections that Holding has agreed to cure in the Cure Notice. At or before Closing, Holding must remove all liquidated liens, remove all exceptions that arise by, through, or under Holding after the Effective Date of this contract, and cure any other Title Objections that Holding has agreed to cure.

15. INSPECTION PERIOD

- A. *Review of Holding's Records.* Holding will deliver to the City or its assignee copies of Holding's records specified in **Exhibit D**, or otherwise make those records available for review, by the deadline stated in Section 10, *supra*.

B. *Entry onto the Property.* The City, its assignee, agent or representative, may enter onto the Property before Closing to inspect the Property at the City's cost and risk.

C. *Environmental Assessment.* The City or its assignee shall have the right, at its sole cost and expense and within a period of ninety (90) days (the "Inspection Period") following the Effective Date of this Purchase Agreement, to conduct or cause to be conducted any and all tests, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, hydrology, topographic, soils, zoning, wetlands and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by the City), and economic feasibility and financial availability analyses (collectively, the "Inspections") as the City or its assignee deems necessary, desirable or appropriate in order to determine whether the Property is suitable for purchase by the City or its assignee. As used herein, the term "Phase I and/or Phase II environmental site assessments" includes the right to perform intrusive soil sampling/investigation to the land and improvements constituting the Property.

Holding shall allow the City, its assignee, authorized agents, representatives, consultants, and engineers, reasonable access to the Property and to other information pertaining thereto in the possession of or within the control of Holding for the purpose of the Inspections. Holding shall reasonably cooperate with the City or its assignee in facilitating the Inspections and shall use reasonable efforts to obtain any consents that may be necessary in order for the City or its assignee to perform the Inspections.

16. **PARTIAL RELEASE OF LIENS**

If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Holding is responsible, then Holding promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders") for the benefit of Holding. The Partial Release Agreement must constitute an agreement to release all of such

liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Holding is responsible. If Holding is required to provide a Partial Release Agreement, the Inspection Period will not commence until the executed Partial Release Agreement, in a form reasonably satisfactory to the City, is delivered to the City.

17. REPRESENTATIONS

The parties' representations stated in **Exhibit C** are true and correct as of the Effective Date and must be true and correct on the Closing Date. A party who becomes aware that any of the representations of either party are not true and correct will promptly notify the other party. Unless a party notifies the other party to the contrary on or before the Closing Date, or a party has actual knowledge to the contrary as of the Closing Date, each party is entitled to presume that the representations of the other party in **Exhibit C** are true and correct as of the Closing Date.

18. CONDITION OF THE PROPERTY

A. *Maintenance and Operation.* Until Closing, Holding will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all Leases and other contracts of Holding pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property. Until the end of the Inspection Period, Holding will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to the City or its assignee of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that the City or its assignee may consider the new information before the end of the Inspection Period. If Holding's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Holding may not enter into,

amend, or terminate any contract that affects the Property without first obtaining the City's or its assignee's written consent, which the City or its assignee will have no obligation to grant and, if granted, may be conditioned in any manner the City in its sole discretion deems appropriate.

- B. *Casualty Damage.* Holding will notify the City promptly after discovery of any casualty damage to the Property. Holding will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. The City may terminate this contract if the casualty damage that occurs before Closing would materially affect the City's intended use of the Property, by giving notice to Holding within fifteen (15) days after receipt of Holding's notice of the casualty (or before Closing if Holding's notice of the casualty is received less than fifteen days before Closing). If the City does not terminate this contract, Holding will (a) convey the Property to the City in its damaged condition, (b) assign to the City all of Holding's rights under any property insurance policies covering the Property, and (c) credit to the City the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Holding to repair the Property. If Holding has not insured the Property and the City does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Holding to repair the Property.
- C. *Condemnation.* Holding will notify the City promptly after Holding receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. The City may terminate this contract if the condemnation would materially affect the City's intended use of the Property by giving notice to Holding within fifteen (15) days after receipt of Holding's notice to the City (or before Closing if Holding's notice is received less than fifteen (15) days before Closing). If the City does not terminate this contract, (a) the City and Holding will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to the

City, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

- D. *Claims; Hearings.* Holding will notify the City promptly after Holding receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.
- E. *Cooperation.* Holding will cooperate with the City (a) before and after Closing, to transfer the applications, permits, and licenses held by Holding and used in the operation of the Property and to obtain any consents necessary for the City to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of the City.
- F. *No Recording.* The City agrees not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, the City records this contract or a memorandum or notice, Holding may terminate this contract and record a notice of termination.

19. CLOSING

- A. *Conditions of Closing.* Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:
 - i. *Representations and Warranties.* The representations and warranties of the other party must be true and correct at Closing.
 - ii. *Performance of Covenants and Agreements.* The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

- iii. *No Bankruptcy.* No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

B. *Closing.* This transaction will close (“Closing”) at Title Company’s offices at the Closing Date and Closing Time. At Closing, the following will occur:

- i. *Closing Documents; Title Company Documents.* The parties will execute and deliver the Closing Documents and any documents required by Title Company.
- ii. *Payment of Purchase Price.* The City will deliver the balance of the Purchase Price and other amounts that the City is obligated to pay under this contract in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- iii. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties’ written instructions.
- iv. *Delivery of Originals.* Holding will deliver to the City the originals of Holding’s Records.
- v. *Possession.* Holding will deliver possession of the Property to the City, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

C. *Holding's Costs.* Holding will pay:

- i. The basic charge for the Title Policy;
- ii. The costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale;
- iii. The costs to record documents to cure Title Objections agreed or required to be cured by Holding and to resolve matters shown in Schedule C of the Title Commitment;
- iv. The costs to obtain the [Survey], certificates or reports of ad valorem taxes;
- v. The costs to deliver copies of instruments referenced in the Title Commitment, and Survey;
- vi. Holding's attorneys' fees and expenses and brokers fees and expenses, if any; and
- vii. Any other costs expressly required to be paid by Holding in this contract.

D. *The City's Costs.* The City will pay:

- i. The balance of the Purchase Price;
- ii. The costs to to prepare the deed and to obtain, deliver, and record all documents other than those to be obtained or recorded at Holding's expense;
- iii. The additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by the City, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by the City, if any;
- iv. The costs of work required by the City to have the Survey reflect matters other than those required under this contract except changes required for curative purposes;

- v. The costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by the City's lender;
 - vi. The City's attorneys' fees and expenses and City's brokers fees and expenses, if any; and
 - vii. Any other costs expressly required to be paid by the City in this contract.
- E. *Ad Valorem Taxes.* Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Holding at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between the City and Holding as of the Closing Date. Holding's portion of the prorated taxes will be paid to the City at Closing as a credit to the Purchase Price. The City will assume the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and the City and Holding will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Holding will promptly notify the City of all notices of proposed or final tax valuations and assessments that Holding receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing.
- F. *Partial Tax Parcels.* If the Property contains one or more unimproved partial tax parcels for the year of Closing, then the taxes and other assessments attributable to any such tax parcel for the year of Closing shall be allocated between the portion of such tax parcel that is within the Property and the portion of such tax parcel that is outside the Property on the basis of the respective percentages that the gross surface area of the portion of such tax parcel that is within the Property and the gross surface area of the portion of such tax parcel that is outside the Property represent of the total gross surface area of such tax parcel; provided, however, that the result of the foregoing computation shall be adjusted as

applicable in order to reflect the taxable value of any improvements that have been constructed on either or both of the portions of such tax parcel. If the Property contains one or more partial tax parcels for the year of Closing, and all taxes and other assessments attributable to such tax parcel have not been paid in full at or prior to Closing, each of Holding and the City shall be obligated to pay the taxes and other assessments due with respect to their respective portions of such tax parcel for the entire year of Closing on or before the due date thereof.

G. *Special Valuations and Reduced Tax Valuations.* If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:

- i. If Holding changes the use of the Property before Closing or if the sale of the Property results in the assessment of additional taxes for periods before closing, Holding will pay the additional taxes.
- ii. At Closing, the parties will determine the amount of deferred taxes payable if the sale of the Property as herein contemplated were deemed as of the Closing Date to constitute a change in the use of the Property that would result in the “roll-back” or recapture of deferred taxes for the current year and all preceding tax years for which the “roll-back” or recapture could be imposed (“Potential Roll-Back Amount”). Holding will pay at Closing an amount equal to the Potential Roll-Back Amount to all applicable taxing jurisdictions. On such payment, Holding will have no further liability for any further roll-back amounts and the City will assume any and all obligations for any liability for any further roll-back amounts.

H. *Postclosing Adjustments.* If errors in the prorations made at Closing are identified within ninety days after Closing, Holding and the City will make postclosing adjustments to correct the errors within fifteen (15) days after receipt of notice of the errors.

- I. *Brokers' Commissions.* The City and Holding each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which such party is responsible.
- J. *Issuance of Title Policy.* Holding will cause Title Company to issue the Title Policy to the City as soon as practicable after Closing.

20. DEFAULT AND REMEDIES

- A. *Holding's Default; Remedies before Closing.* If Holding fails to perform its obligations under this contract or if Holding's representations are not true and correct as of the Closing Date ("Holding's Default"), the City may elect one of the following as its sole and exclusive remedy before Closing:
 - i. *Termination.* The City may terminate this contract by giving notice to Holding on or before the Closing Date and Closing Time.
 - ii. *Specific Performance.* The City may enforce specific performance of Holding's obligations under this contract, but any such action must be initiated, if at all, within one hundred eighty days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, the City will be deemed to have elected to terminate this contract as of the expiration of that period.
 - iii. *Actual Damages.* If Holding conveys or encumbers any portion of the Property before Closing so that the City's ability to enforce specific performance of Holding's obligations under this contract is precluded or impaired, the City will be entitled to seek recovery from Holding for the actual damages

sustained by the City by reason of Holding's Default, including attorney's fees and expenses and court costs.

- B. *Holding's Default; Remedies after Closing.* If Holding's representations are not true and correct at Closing due to circumstances reasonably within Holding's control and the City does not become aware of the untruth or incorrectness of such representations until after Closing, the City will have all the rights and remedies available at law or in equity. If Holding fails to perform any of its obligations under this contract that survive Closing, the City will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
- C. *The City's Default; Remedies before Closing.* If the City fails to perform any of its obligations under this contract ("the City's Default"), Holding may terminate this contract by giving notice to the City on or before Closing and have the Earnest Money paid to Holding.
- D. *Buyer's Default; Remedies after Closing.* If the City fails to perform any of its obligations under this contract that survive Closing, Holding will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

21. MISCELLANEOUS PROVISIONS

- A. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be given (whether received or not) the earlier of receipt or three (3) days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 p.m. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten

days' prior written notice given as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

- B. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
- C. *Assignment.* The City may assign this contract and the City's rights under it.
- D. *Survival.* The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.
- E. *Choice of Law; Venue.* This contract is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is Harris County.
- F. *Waiver of Default.* Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.
- G. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
- H. *Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.
- I. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

- J. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
- K. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.
- L. *Binding Effect.* This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

HOLDING: JONES ROAD HOLDING LTD.

By: _____

Printed name: _____

Title: _____

Date: _____

BUYER: CITY OF JERSEY VILLAGE

By: _____

Printed name: _____

Title: _____

Date: _____

ATTEST:

City Secretary

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§

This instrument was acknowledged before me on the ____ day of _____ 20__, by _____, the _____ of Jones Road Holding Ltd.

Notary Public in and for the State of Texas
My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 20__, by _____, the _____ of the City of Jersey Village, Texas, for and on behalf of the City of Jersey Village.

Notary Public in and for the State of Texas
My Commission Expires: _____

(SEAL)

EXHIBIT A
Description of the Land

TRACT 1:

All of Restricted “F” of JONES RD. 290 COMMERCIAL RESERVES, a subdivision in Harris County, Texas according to the map or plat thereof recorded in/under Film Code No. 631037 of the Map Records of Harris County, Texas and being the same 10.89 acre tract of land described as Tract I in Special Warranty Deed filed for record under Harris County Clerk’s File No. 20080357006.

TRACT 2:

All of Restricted Reserve “B” of JONES RD. 290 COMMERCIAL RESERVES, a subdivision in Harris Count, Texas according to the map or plat thereof recorded in/under Film Code No. 631037 of the Map Records of Harris County, Texas and being the same 2.593 acre tract of land described as Tract II and the same 6.543 acre tract of land described as Tract IV in Special Warranty Deed filed for record under Harris County Clerk’s File No. 20080357006.

TRACT 3:

All of Restricted Reserve “G” of JONES RD. 290 COMMERCIAL RESERVES, a subdivision in Harris Count, Texas according to the map or plat thereof recorded in/under Film Code No. 631037 of the Map Records of Harris County, Texas and being the same 3.321 acre tract of land described as Tract III in Special Warranty Deed filed for record under Harris County Clerk’s File No. 20080357006.

EXHIBIT B
Legal Description and Survey of the Property

(to be attached at a later date)

EXHIBIT C

Holding's Representations to the City; Environmental Matters

Holding represents to the City that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Holding has given the City notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Holding's control.

1. *Authority.* Holding is a limited partnership duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. Holding is the fee owner of the Property and no further authorization is necessary or required as a condition precedent to Holding entering into this contract or performing Holding's obligations hereunder. This contract is binding on Holding. This contract is, and all documents required by this contract to be executed and delivered to the City at Closing will be, duly authorized, executed, and delivered by Holding.
2. *Litigation.* Holding has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Holding that might adversely affect the Property or Holding's ability to perform its obligations under this contract.
3. *Violation of Governmental Requirements.* Holding has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Holding's use of the Property.
4. *Licenses, Permits, and Approvals.* Holding has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Holding has not received written notice and has no actual knowledge of any condemnation, zoning, land-use, hazardous materials, or other proceedings affecting the Property or any written inquiries or

notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property [except cause number 1061305, filed by Holding in Harris County Civil Court at Law Number 2.]

6. *Hazardous substances.* That to Holding's information and belief the uses and operations conducted on the Property have not involved the treatment, storage, disposal, incineration, or recycling of hazardous substances or solid wastes, and that hazardous substances or solid wastes have not been treated, stored, disposed of, incinerated or recycled at or on the Property; and that solid wastes have not been spilled, disposed of, discharged or released offsite; and that the Property has not be used for industrial or commercial operations involving hazardous substances or solid wastes, and that there are no storage tanks (above or underground) on the Property.
7. *Terrorist Organizations Lists.* Holding is not and Holding has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.
8. *No Other Obligation to Sell the Property or Restriction against Sale.* Holding is not obligated to sell any of the Property to any person other than the City. Holding's performance of this contract will not cause a breach of any other agreement or obligation to which Holding is a party or by which Holding or the Property is bound.
9. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under the City except the Permitted Exceptions or liens to which the City has given its consent in writing, and no work or materials will have been furnished to the Property by Holding that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which the City has given its consent in writing.

10. *Holding's Records.* The records provided by Holding to the City for the City's inspections will be true, correct, and complete copies of the records in Holding's possession or control. The records that were prepared by or under Holding's supervision and control will be true, correct, and complete in all material respects. Unless Holding notifies the City to the contrary at the time of delivery of records provided by Holding to the City that were not prepared by or under Holding's supervision and control, Holding has no actual knowledge that such records are not true, correct, and complete in any material respect.
11. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in **Exhibit D**, Holding makes no representation with respect to the Property.

EXHIBIT D

Holding's Records, Statements and Certificates

To the extent that Holding has possession or control of the following items pertaining to and currently impacting the Property, Holding will deliver or make the items or copies of them available to Buyer by the deadline stated in Section 10:

Governmental. Records of any tax exemption, special use, or other valuation or exemption applicable to the Property; records of regulatory proceedings or violations (for example, condemnation, environmental).

Land. Soil reports, environmental reports and other information regarding the environmental condition of the Property; water rights; engineering reports; prior surveys; site plans.

Covenants, Deed Restrictions, Licenses, Agreements, and Encumbrances. All covenants, deed restrictions, licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records

Storage Tanks Disclosure Provider. Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

Notice Regarding Possible Liability for Additional Taxes. Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.

Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider. Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.

Utility District Notice. Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in section 49.452 of the Texas Water Code, with the form of notice to be used being dependent on whether the property (a) is located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (b) is located in whole or in part within the corporate boundaries of a municipality, or (c) is not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities.

Notice of Property Located in Certain Annexed Water Districts. Notice required by section 54.016(h)(4)(A) of the Texas Water Code when property being sold is in a water or sanitary sewer district that entered a contract with a city with a population of 1.18 million or less under which the city is permitted to set rates in the district after annexation that are different from rates charged other residents of the city.

Notice that Property Is Located within the Area of the Alignment of a Transportation Project. Notice required under Texas Local Government Code section 232.0033 that all or part of the subdivision in which the property being sold is located is within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to a future transportation corridor identified in a contract between the Texas Department of Transportation and a county under Texas Transportation Code section 201.619.

**CITY COUNCIL
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: August 6, 2018

AGENDA ITEM: E02

AGENDA SUBJECT: Consider Ordinance 2018-15, amending the General Fund Budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018 by increasing line items 01-12-6570 (Land Acquisition) in the amount not to exceed \$5,250,000 for the purchase of approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd., pursuant to an agreement to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2.

Department/Prepared By: Finance/Isabel Kato **Date Submitted:** August 1, 2018

EXHIBITS: [Ordinance 2018-15](#)
[Exhibit A](#) – Budget Amendment Form

BUDGETARY IMPACT:	Required Expenditure:	\$ 5,250,000
	Amount Budgeted:	\$ 0.00
	Appropriation Required:	\$ 5,250,000

CITY MANAGER APPROVAL: AB

BACKGROUND INFORMATION:

On October 2, 2017 the City of Jersey Village entered into a Settlement Agreement and an Option Agreement with Jones Road Holding LTD to settle the claims asserted by Jones Road Holding Ltd, in Cause No. 1061305; Jones Road Holding LTD vs. City of Jersey Village Texas, County Civil Court at law No. 2.

This Option Agreement provides for the purchase of approximately 23.34 acres of land Southeast of U.S. 290 on either side of Jones Road in Jersey Village.

Should Council desire to exercise the option to purchase under the terms and conditions of said Option Agreement, this budget amendment is necessary to transfer the funds in order to make the purchase. Accordingly, this item is to appropriate \$5,250,000 from the General Fund Balance to account number 01-12-6570 (Land Acquisition) for the purchase of this land.

RECOMMENDED ACTION:

Motion: To approve Ordinance 2018-15, amending the General Fund Budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018 by increasing line items 01-12-6570 (Land Acquisition) in the amount not to exceed \$5,250,000 for the purchase of approximately 23.34 acres of land southeast of US 290 on either side of Jones Road in Jersey Village, Texas, from Jones Road Holding Ltd., pursuant to an agreement to settle the claims asserted by Jones Road Holdings Ltd. in Cause No. 1061305; *Jones Road Holding Ltd. vs. City of Jersey Village, Texas*; County Civil Court at Law No. 2.

ORDINANCE NO. 2018-15

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018 BY INCREASING LINE ITEMS 01-12-6570 (LAND ACQUISITION) IN THE AMOUNT NOT TO EXCEED \$5,250,000 FOR THE PURCHASE OF APPROXIMATELY 23.34 ACRES OF LAND SOUTHEAST OF US 290 ON EITHER SIDE OF JONES ROAD IN JERSEY VILLAGE, TEXAS, FROM JONES ROAD HOLDING LTD., PURSUANT TO AN AGREEMENT TO SETTLE THE CLAIMS ASSERTED BY JONES ROAD HOLDINGS LTD. IN CAUSE NO. 1061305; *JONES ROAD HOLDING LTD. VS. CITY OF JERSEY VILLAGE, TEXAS*; COUNTY CIVIL COURT AT LAW NO. 2.

WHEREAS, subsequent to the adoption of the annual budget for the City of Jersey Village for the fiscal year beginning October 1, 2017, and ending September 30, 2018, the City has expenditure changes; and

WHEREAS, the City Manager has recommended that such budget be amended to reflect such revenues and expenditures in accordance with Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City Council finds and determines that the budget should be amended as recommended by the City Manager; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. The recitals contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted.

Section 2. The annual budget of the City of Jersey Village, Texas for the fiscal year beginning October 1, 2017, and ending September 30, 2018, is hereby amended by increasing the appropriations to the account contained therein as provided in the attached:

- Exhibit A – Budget Amendment from General Fund by increasing line item 01-12-6570 (land acquisition), in the amount not to exceed \$5,250,000.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Jersey Village, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part of this declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED this 6th day of August 2018.

Justin Ray, Mayor

ATTEST:

Lorri Coody, City Secretary

**CITY OF JERSEY VILLAGE
BUDGET TRANSFER / AMENDMENT REQUEST FORM**

- ☐ I request the following budget transfer between line item within the same division:

<u>From Line Item</u>	<u>To Line Item</u>	<u>Amount</u>
_____	_____	_____

- ☒ I request the following amendment to the current budget to increase the overall budget by the amount designated below: **Only one item per form.**


<u>From the fund balance of:</u>	<u>To Line Item</u>	<u>Amount</u>
<input checked="" type="checkbox"/> General Fund	01-12-6570__	\$5,250,000__
<input type="checkbox"/> Debt Service Fund	_____	_____
<input type="checkbox"/> Capital Improvements Fund	_____	_____
<input type="checkbox"/> Other _____	_____	_____

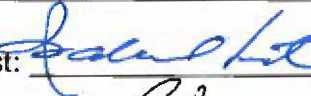
Justification


On October 2, 2017 the City of Jersey Village entered into a Settlement Agreement and an Option Agreement with Jones Road Holding LTD to settle the claims asserted by Jones Road Holding Ltd, in Cause No. 1061305; Jones Road Holding LTD vs. City of Jersey Village Texas, County Civil Court at law No. 2.

This Option Agreement provides for the purchase of approximately 23.34 acres of land Southeast of U.S. 290 on either side of Jones Road in Jersey Village.

Should Council desire to exercise the option to purchase under the terms and conditions of said Option Agreement, this budget amendment is necessary to transfer the funds in order to make the purchase. Accordingly, this item is to appropriate \$5,250,000 from the General Fund Balance to account number 01-12-6570 (Land Acquisition) for the purchase of this land.

Requested by:  Date 8/01/18

Finance: Sufficient Funds, ☒ Exist ☐ Do Not Exist:  Date 8/01/18

City Manager: Approved / Not Approved:  Date 08-01-18