

**CONTRACT FOR SALE OF REAL PROPERTY**

COUNTY OF HARRIS   §  
                                  §  
STATE OF TEXAS     §

THIS CONTRACT OF SALE ("Contract") is between **Robert L. Snow, Jr. & Ellen Krause Snow**, (referred to in this Contract as "**Seller**") and the **City of Seabrook**, 1700 First Street, Harris County, Texas, 77586, a home rule municipality, (referred to in this Contract as "**Buyer**"), on the terms set forth in this Contract. This Contract shall be effective on the date approved by the Seabrook City Council.

**ARTICLE I.**

**PURCHASE AND SALE**

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, the tract(s) of land as follows: **land located at 1110 Hall Avenue, Lots Three (3), Block Twenty-Three (23) Seabrook, Harris County, Texas**. The correct legal description will be determined from the survey provided for in this Contract which, upon completion and approval, shall be attached to this Contract as Exhibit "A" and incorporated into it by this reference.

This sale and purchase include all rights and appurtenances pertaining to the property, including any right, title or interest of Seller in adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the Property.

The real property described above, and any rights or appurtenances are referred to in this Contract as the "**Property**."

**ARTICLE II.**

**SALES PRICE**

**Amount of Sales Price**

- 2.01. The sales price for the Property will be the sum of:
- |    |  |                     |
|----|--|---------------------|
| A. | Cash portion of sales price payable by Buyer at Closing: | <u>\$189,000.00</u> |
| B. | Sum of all financing described below:                    | <u>N/A</u>          |
| C. | Sales Price (Sum of A and B):                            | <u>\$189,000.00</u> |

### **Payment of Sales Price**

2.02. The Sales Price will be payable as follows:

The full amount of the Sales Price will be payable in cash at the closing.

### **ARTICLE III.**

#### **BUYER'S OBLIGATIONS**

##### **Conditions to Buyer's Obligations**

3.01 The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

##### **Preliminary Title Report**

3.02 Within 30 days after the date of execution of this Contract, Buyer, at Buyer's expense, will obtain for the Buyer from a title company a preliminary title report (the "Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property, as determined appropriate by Buyer. Buyer will give Seller written notice on or before the expiration of ten (10) business days after Buyer received the Title Report that the condition of title as set forth in the title binder is or is not satisfactory. In the event that Buyer states that the condition is not satisfactory, Seller may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event that Seller chooses not to do so within ten (10) days after receipt of written notice, this Contract will be terminated, and the Escrow Deposit will be returned by the title company to Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

##### **Survey**

3.03. Within 30 days from the date of this Contract, Buyer, at Buyer's expense, will obtain a current plat of survey of the Property, prepared by a licensed Texas land surveyor acceptable to Buyer. The survey will be staked on the ground, and the plat will show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, as acceptable to Buyer. The survey will contain the surveyor's certification that there are no encroachments on the property and will set forth the number of total acres and the number of net acres comprising the Property, together with a metes and bounds description acceptable to Buyer. The term net acres will mean the number of acres contained in the Property, exclusive of any land lying within the right-of-way

lines of public roads, streets, alleys, or railroads, or within the boundaries of utility easements or creeks, rivers, or other water courses and will be calculated to the nearest 100th of an acre.

Buyer will have 10 business days after receipt of the survey to review and approve it. In the event any portion of the survey or the matters included therein is unacceptable to Buyer, Buyer must, within the 10 day period, give Seller written notice of this fact. Seller may, at Seller's option, promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of Buyer. In the event Seller chooses not to do so within 10 calendar days after receipt of written notice, Buyer may terminate this Contract, and the Escrow Deposit will be returned by the title company to Buyer. Buyer's failure to give Seller this written notice will be deemed to be Buyer's acceptance of the survey.

**Net Surveys and Tests**

3.04. Within thirty (30) days after the date of this Contract, Buyer may conduct an engineering survey and feasibility study of the property. Buyer or Buyer's agents may enter on the premises for purposes of soil analysis, core drilling, or other tests, as required. If, in Buyer's judgment, the property is not suitable for Buyer's intended purposes, on written notice to Seller received before 45 calendar days from the date of this Contract, Buyer may terminate this Contract. If the Contract is terminated, the Escrow Deposit will be returned by the title company to Buyer. If the written notice is not received within this thirty-day period, the condition will be deemed acceptable and any objection will be deemed waived.

**Estoppel Letter**

3.05. Seller as applicable, will deliver to Buyer an "estoppel letter" signed by the holders of any existing indebtedness secured by the Property, stating that (i) as of the closing date, no default exists under either the deed of trust or mortgage notes or any instruments securing the payment of these instruments; (ii) all installments of principal and interest payable to the date of closing have been paid; (iii) the amount of the unpaid balance of the note; and (iv) there have been no modifications or amendments to these deed of trust or mortgage instruments.

3.06 Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing.

**ARTICLE IV.**

**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer, as of the closing date, as follows:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part of it, nor to the best knowledge of Seller is any proceeding or assessment contemplated by any governmental authority;

(3) Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;

(4) There are water, sewer, and electricity lines to the Property that are available for "tap in" by the Buyer and that are sufficient for service on the Property; and

(5) The Property has free access to and from public highways, streets or roads and, to the Seller's best knowledge, there is no pending or threatened governmental proceeding that would impair or result in the termination of this access.

#### **ARTICLE V.**

#### **CLOSING**

The closing shall be held at the office of \_\_\_\_\_ [name of title company], \_\_\_\_\_ [address], \_\_\_\_\_, Texas, on or before [date] "closing date") or at the time, date, and place agreed on in writing by Seller and Buyer. At the closing Seller will:

(1) Deliver to Buyer a properly executed and acknowledged General Warranty Deed conveying marketable title in fee simple to all of the Property, free all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due;

(b) Any exceptions approved by Buyer in accordance with Article III of this Contract; and

(c) Any exceptions approved by Buyer in writing.

(2) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by \_\_\_\_\_ [name of title company], \_\_\_\_\_ [address ], \_\_\_\_\_, Texas, in Buyer's favor in the full amount of the sales price, insuring Buyer's fee simple title to the Property subject to the title exceptions listed in Article V of this Contract, to any other exceptions approved in writing by Buyer, and to the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (a) The boundary and survey exceptions will be deleted;
  - (b) The exception as to restrictive covenants will be endorsed "None of Record"; and
  - (c) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable."
- (3) Deliver to Buyer possession of the property.

Buyer will pay the cash portion of the sales price.

General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, and rents if any will be prorated as of the closing date and will be adjusted in cash at the closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the closing date will be paid by Seller.

All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

Owner's Title Policy paid by Buyer

Mortgagee's Title Policy, if applicable, paid by Buyer

Escrow fee paid by Buyer

Documentary stamp or other transfer taxes paid by Buyer

Survey paid by Buyer

Filing fees paid by Buyer

Attorney's fees will be paid by the party, Buyer or Seller, incurring same.

Each party acknowledges that there have been no brokers involved in the negotiation and consummation of this Contract, and that it has not incurred and will not incur any liability for brokerage fees or agent's commissions in connection with this Contract. Buyer shall not be responsible for payment of any such fees.

**ARTICLE VI**  
**ESCROW DEPOSIT**

For the purpose of securing the performance of Buyer under the terms of this Contract, Buyer has delivered to \_\_\_\_\_ [name], of \_\_\_\_\_ Title Company, the sum of **\$5,000**, the **Escrow Deposit**, which will be paid by the title company to Seller in the event Buyer breaches this Contract as provided in Article VII of this Contract. At the closing, the Escrow Deposit will be paid over to Seller and applied to the cash portion of the sales price, provided, however, that in the event the Buyer has given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Buyer, cannot be satisfied, as provided for in Article III, then the Escrow Deposit will be immediately returned by the title company to Buyer.

**ARTICLE VI**  
**BREACH BY SELLER**

If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason, except Buyer's default, Buyer may: (1) enforce specific performance of this Contract; (2) request that the Escrow Deposit be returned by the title company to Buyer; or (3) bring suit for damages against Seller.

**ARTICLE VII**  
**BREACH BY BUYER**

In the event Buyer fails to consummate the purchase of the Property, if Seller is not in default under this Contract, Seller will have the right to receive the Escrow Deposit from the title company, as liquidated damages for the failure of Buyer to perform the duties imposed on it by the terms of this Contract as total damages and as Seller's only remedy under this Contract in the event of Buyer's default.

**ARTICLE VIII**  
**MISCELLANEOUS**  
**Survival of Covenants**

(a) Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

### **Notice**

(b) Any notice required or permitted to be delivered under this Contract will be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to either Seller or Buyer, as appropriate, at the address set forth opposite the signature of that party.

### **Texas Law to Apply**

(c) This contract will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Contract are performable exclusively in Harris County, Texas which shall be the exclusive venue for any litigation or proceeding hereunder.

### **Parties Bound**

(d) This contract will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted by this Contract.

### **Legal Construction**

(e) In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

### **Prior Contracts Superseded**

(f) This contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

### **Time of Essence**

(g) Time is of the essence in this contract.

### **Memorandum of Contract**

(h) On request of either party, both parties will promptly execute a memorandum of this Contract suitable for filing of record.

### **Compliance**


(i) In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is advised that it should be furnished with or obtain a policy of title insurance or Buyer should have the abstract covering the Property examined by an attorney of Buyer's own choosing.

### **Time Limit**

(j) In the event a fully executed copy of this Contract has not been returned to Buyer by June 19, 2019 at 5:00pm, Buyer will have the right to terminate this contract on written notice to Seller.

Date: June 19, 2019

**SELLER:**

By: 

Name: Robert L. Snow, Jr.

Title: Owner/Seller

**SELLER:**

By: 

Name: Ellen Krause Snow

Title: Owner/Seller

**BUYER:**

By:

Name: Gayle Cook

Title: City Manager

City of Seabrook, Texas



**APPROVAL**

CITY OF SEABROOK, TEXAS

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Secretary