

ORDINANCE 2022-3896

AN ORDINANCE OF THE CITY OF THE LA PORTE, TEXAS, APPROVING THE PURCHASE OF A PARCEL OF LAND LOCATED ADJACENT TO THE LA PORTE BAY FOREST GOLF COURSE AND LEGALLY DESCRIBED AS ALL OF BLOCK 1254, TOWN OF LA PORTE; AUTHORIZING THE CITY MANAGER TO EXECUTE AN EARNEST MONEY CONTRACT AND ALL OTHER DOCUMENTS NECESSARY TO ACCOMPLISH THE ACQUISITION OF SAID PROPERTY; FINDING COMPLIANCE WITH THE OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, F. Carrington Weems, Trustee, owns a parcel of land located adjacent to the La Porte Bay Forest Golf Course and legally described as all of Block 1254, Town of La Porte, an addition in Harris County, Texas (the "Property" herein); and

WHEREAS, the City of La Porte desires to enter into an Earnest Money Real Estate Sales Contract for the purchase of the Property pursuant to the terms and conditions as set forth in the said Earnest Money Real Estate Sale Contract, which is attached hereto as **Exhibit A**, and incorporated herein at length for all purposes (the "Sales Contract" herein); and

WHEREAS, the purchase of the Property is conditioned upon those terms and conditions as provided in the Sales Contract attached hereto; and

WHEREAS, this City Council has determined that the cash consideration as provided in the said Sales Contract is the fair market value of Property being purchased by the City of La Porte; and

WHEREAS, the City of La Porte will use and develop the property in a manner that primarily promotes public purposes of the City of La Porte.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this ordinance are true and correct.

Section 2. That the City Council of the City of La Porte does hereby approve the Earnest Money Real Estate Sales Contract between F. Carrington Weems, Trustee, as Seller and the City of La Porte, Texas, as Buyer on those terms and conditions as expressed therein and attached hereto as **Exhibit "A"**.

Section 3. That the City Manager of the City of La Porte, Texas, is hereby authorized and directed to execute on behalf of the City of La Porte, Texas, the Sales Contract, and is further authorized and directed to execute all other documents and to take all other actions reasonably necessary or convenient to accomplish the acquisition of the Property.

Section 4. The City Council of the City of La Porte authorizes payment of the purchase

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price, as well as any costs or fees attributable to the City in accordance with the terms and conditions of the Sales Contract.

Section 5. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. This Ordinance shall take effect and be in force from and after its passage and approval.

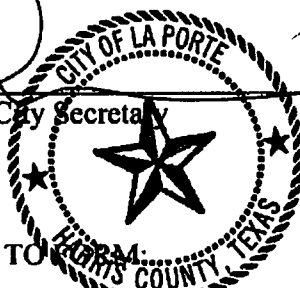
PASSED AND APPROVED this the 12th day of September 2022

CITY OF LA PORTE, TEXAS

By: Chuck Engelke
Chuck Engelke ~~Louis R. Rigby~~, Mayor Pro Tem, Presiding

ATTEST:

Lee Woodward
Lee Woodward, City Secretary



APPROVED AS TO FORM:

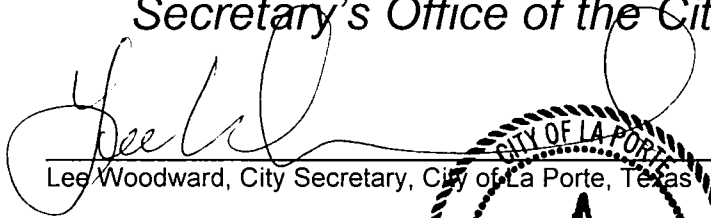
Clark T. Askins
Clark T. Askins, Assistant City Attorney

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Certification of Public Record

I, the undersigned authority, do hereby certify the attached document is a true and correct copy of the original Ordinance 2022-3896 passed and approved by the City Council of La Porte and kept by the City Secretary's Office of the City of La Porte, Texas.


Lee Woodward, City Secretary, City of La Porte, Texas

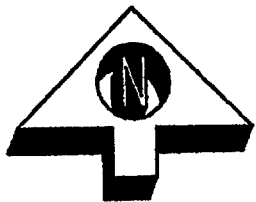
9/13/2022
Date

(City Seal)



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Bay Forest Golf Course

1219

1218

E. "R" St.

1	32
2	31
3	30
4	29
5	28
6	27
7	26
8	25
9	24
10	23
11	22
12	21
13	20
14	19
15	18
16	17

1254

1255

S. Broadway (Old Hwy. 146)

E. "S" St.

Proposed Alley To Be Closed
(6,400 Sq. Ft.)
16' X 400'

Proposed Land Swap
Between City & Weems

Properties to Weems - 

Properties to City - 

EXHIBIT "A" TO
ORD. NO. 2004-

AD VALOREM TAX SCHEDULE

Property Address: 1900 Block of South Broadway Street
 La Porte, Harris County, Texas 77571
Owner: Carrington F. Weems
Account Number: 0241480540029, 0242480540024, 0242480540001,
 0242480540025, 0242480540026
Land size - Acres⁽¹⁾: 2.153 Acs.
Land size - Square Feet⁽¹⁾: 93,774 Sq.Ft.

	2021	2022 ⁽²⁾
Tax Assessment		
Land	\$178,368	\$275,322
Improvements	\$0	\$0
Total	\$178,368	\$275,322
Total PSF	\$1.90	\$2.94
Tax Rates (\$ per \$100 of assessed value)		
Jurisdiction:		
La Porte ISD	\$1.256500	\$1.256500
Harris County & Related Entities	\$0.586340	\$0.586340
San Jacinto Community College	\$0.167967	\$0.167967
City of La Porte	<u>\$0.710000</u>	<u>\$0.710000</u>
Combined tax rate:	\$2.720807	\$2.720807
Total Tax Payments⁽³⁾		
Jurisdiction:		
La Porte ISD	\$2,241	\$3,459
Harris County & Related Entities	\$1,046	\$1,614
San Jacinto Community College	\$300	\$463
City of La Porte	<u>\$1,266</u>	<u>\$1,955</u>
Total	\$4,853	\$7,491
Total PSF	<u>\$0.05</u>	<u>\$0.08</u>

Notes:

⁽¹⁾ Harris County Appraisal District recorded size.

⁽²⁾ The 2022 tax rates are not available as of the date of this report. We have used the 2021 tax rates in our estimate.

⁽³⁾ There are no delinquent taxes reported for the subject property.

EXHIBIT A



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

UNIMPROVED PROPERTY CONTRACT NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are F. CARRINGTON WEEMS, TRUSTEE (Seller) and CITY OF LA PORTE, TEXAS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block All of Block 1264,
TOWN OF LA PORTE _____ Addition,
City of LA PORTE, County of HARRIS,
Texas, known as N/A
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ 300,000.00
B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$ _____
C. Sales Price (Sum of A and B)\$ 300,000.00

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to SOUTHLAND TITLE CO., as escrow agent, at 7730
SPENCER HWY. #200, PASADENA, TEXAS 77605 (address): \$ 3000.00
as earnest money and \$ 1000.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 120 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

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- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by SOUTHLAND TITLE CO. (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within 30 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than Items 6A(1) through (7) above; or disclosed in the Commitment other than Items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 60 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

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within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION(S):** The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

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- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ Is ☒ Is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, \$5,205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an Impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the Impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the Impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales

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agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before NOVEMBER 15, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SEC. 271.403 UNDER THIS CONTRACT 1) THE CITY OF LA PORTE'S GOVERNING BODY RETAINS THE CONTINUING RIGHT TO TERMINATE AT THE EXPIRATION OF EACH BUDGET PERIOD; AND, 2) IS CONDITIONED ON THE BEST EFFORTS ATTEMPT BY LA PORTE'S GOVERNING BODY TO OBTAIN AND APPROPRIATE FUNDS FOR PAYMENT OF THE PURCHASE PRICE.

SELLER AND ITS SUCCESSORS AND ASSIGNS MAINTAIN NAMING RIGHTS FOR ANY FACILITY BUILT ON

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
- B. EXPENSES:** At closing, the earnest money must be applied first to any cash down payment then to Buyer's expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. Authorized expenses means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the escrow agent from all adverse claims related to the provisions of this paragraph, each party hereby releases escrow agent from any claim against the escrow agent.
- D. DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 604 W Fairmont PKWY

La Porte, TX 77571

Phone: (281) 470-5011

E-mail/Fax: Alexanderc@laportetx.gov

To Seller at: 3737 Buffnlo Speedway,

Suite 200

Houston, TX 77098

Phone: 713-715-5192

E-mail/Fax: dhuff@houstontrust.com

E-mail/Fax: _____

E-mail/Fax: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☐ Third Party Financing Addendum

☐ Seller Financing Addendum

☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association

☐ Buyer's Temporary Residential Lease

☐ Seller's Temporary Residential Lease

☐ Addendum for Reservation of Oil, Gas and Other Minerals

☐ Addendum for "Back-Up" Contract

☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal

☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

☐ Addendum for Coastal Area Property

☒ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

☐ Addendum for Sale of Other Property by Buyer

☐ Addendum for Property in a Propane Gas System Service Area

☐ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's

Attorney Is: ASKINS & ASKINS PC

Seller's

Attorney Is: _____

102 W Fairmont PKWY La Porte, TX
77571

Phone: (281) 471-1886

Fax: ()

E-mail: CLARKE@askinslaw.com

Phone: ()

Fax: ()

E-mail: _____

Initialed for Identification by Buyer JA

and Seller J.C.W. BSA

TREC NO. 9-15

RP-2023-14813

EXECUTED the 27th day of Sept, 2022 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Houston Trust Company, F. Carrington Weems, III
and Richard Ambrus as Co-Executors of the Estate of
F. Carrington Weems

A. D. [Signature]
Buyer

by: Danny S. Huff, VP
Seller: Houston Trust Company
Co-Executor
F. Carrington Weems, III and Richard Ambrus
as Co-Trustees of the Mary Ann Weems GST
Ex Marital Deduction Trust

Buyer

J. L. W.
Seller: F. Carrington Weems III
Co-Trustee



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-15. This form replaces TREC NO. 9-14.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____

License No. _____

represents

☐ Buyer only as Buyer's agent☐ Seller as Listing Broker's subagent

Associate's Name _____

License No. _____

Team Name _____

Associate's Email Address _____

Phone _____

Licensed Supervisor of Associate _____

License No. _____

Other Broker's Address _____

Phone _____

City _____

State _____

Zip _____

Stan Creech Properties, Inc. 299606

Listing Broker Firm _____

License No. _____

represents

☐ Seller and Buyer as an Intermediary☒ Seller only as Seller's agent

Stan Creech

136214

Listing Associate's Name _____

License No. _____

Team Name _____

screech@stancreechproperties.com

Listing Associate's Email Address _____

Phone _____

Stan Creech

136214

Licensed Supervisor of Listing Associate _____

License No. _____

1800 St. James Place, #208 713-840-1671

Listing Broker's Office Address _____

Phone _____

Houston

Texas

77056

City _____

State _____

Zip _____

John Tobin

209597

Selling Associate's Name _____

License No. _____

Team Name _____

jtobin@stancreechproperties.com

Selling Associate's Email Address _____

Phone _____

Stan Creech

136214

Licensed Supervisor of Selling Associate _____

License No. _____

1800 St. James Place #208

Selling Associate's Office Address _____

Houston

Texas

77056

City _____

State _____

Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT				
Receipt of \$ <u>1,000</u> (Option Fee) In the form of <u>check</u>				
Is acknowledged.				
<u>Donna Medley</u> Escrow Agent		<u>9/29</u> Date		

EARNEST MONEY RECEIPT				
Receipt of \$ <u>3,000</u> Earnest Money In the form of <u>check</u>				
Is acknowledged.				
<u>Donna Medley</u> Escrow Agent	<u>WT</u> Received by	<u>Dmedley@southlandtitle</u> Email Address	<u>9/29</u> Date/Time	
<u>7730 SPENCER HWY</u> Address		<u>281-479-1913</u> Phone		
<u>Dmsndenn TX 77505</u> City	State	<u>281-479</u> Zip	Fax	

CONTRACT RECEIPT				
Receipt of the Contract Is acknowledged.				
<u>Donna Medley</u> Escrow Agent	<u>WT</u> Received by	<u>Dmedley@southlandtitle.net</u> Email Address	<u>9/16</u> Date	
<u>7730 SPENCER HWY</u> Address		<u>281-479-1713</u> Phone		
<u>Dmsndenn TX 77505</u> City	State	<u>281-479-9537</u> Zip	Fax	

ADDITIONAL EARNEST MONEY RECEIPT				
Receipt of \$ _____ additional Earnest Money In the form of _____				
Is acknowledged.				
Escrow Agent	Received by	Email Address	Date/Time	
Address		Phone		
City	State	Zip	Fax	



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-11



**ENVIRONMENTAL ASSESSMENT, THREATENED OR
ENDANGERED SPECIES, AND WETLANDS ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

BLOCK 1254, TOWN OF LA PORTE

(Address of Property)

- ☒ **A. ENVIRONMENTAL ASSESSMENT:** Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☐ **B. THREATENED OR ENDANGERED SPECIES:** Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☒ **C. WETLANDS:** Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 120 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Houston Trust Company, F. Carrington Weems, III
and Richard Ambrus as Co-Executors of the Estate of
F. Carrington Weems

Buyer: [Signature]

by: Dawn S. Huff, V.P.
Seller: Houston Trust Company
Co-Executors
F. Carrington Weems, III and Richard Ambrus
as Co-Trustees of the Mary Ann Weems GST
Ex Marital Deduction Trust

Buyer: _____

[Signature]
Seller: F. Carrington Weems III
Co-Trustee



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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015



AMENDMENT # 1
TO CONTRACT CONCERNING THE PROPERTY AT

BLOCK 1254, TOWN OF LA PORTE
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
 - B. Sum of financing described in the contract \$ _____
 - C. Sales Price (Sum of A and B) \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- ☒ (3) The date in Paragraph 9 of the contract is changed to January 27, 2023.
- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, 20____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, 20____.
- ☐ (9) Other Modifications: (Insert only factual statements and business details applicable to this sale.)

EXECUTED the 27th day of SEPTEMBER, 2022. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

[Signature]
Buyer

Houston Trust Company, Co-Executor
of the Estate of E. Cunningham Weems
by: Dawn S. Huff, V.P.
Seller

Buyer

Seller



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TREC NO. 39-8

RP-2023-14813

**AMENDMENT**
TO CONTRACT CONCERNING THE PROPERTY AT

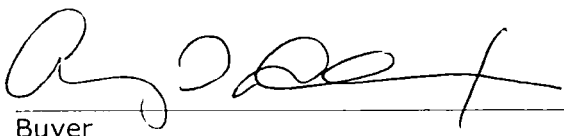
Part of Block 1254, La Porte, Tx

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract \$ _____
- C. Sales Price (Sum of A and B) \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- ☐ (3) The date in Paragraph 9 of the contract is changed to _____, 20____.
- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, 20____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, 20____.
- ☐ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)
- Sellers will be Richard A Ambrus and F Carrington Weems, III, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust, and Mark J. Herrin, Senior Vice President, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased

Legal description attached as Exhibit "A"

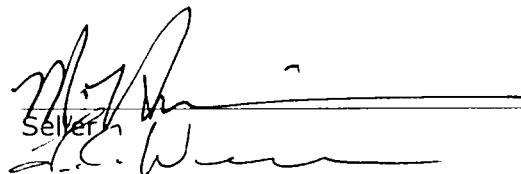
EXECUTED the 12th day of January, 2023. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer



Seller

Buyer



Seller



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RP-2023-14813
Pages 19
01/17/2023 08:28 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$86.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2023-14813