

RESOLUTION NO. 07-469

A RESOLUTION AS IT PERTAINS TO A COMMERCIAL  
REAL ESTATE PURCHASE CONTRACT WITH BASCO  
CONSTRUCTION FOR THE PURCHASE OF THE BUILDING  
AT 4173 39<sup>TH</sup> STREET BY THE CITY OF PORT ARTHUR  
SECTION 4A ECONOMIC DEVELOPMENT CORPORATION

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation desires to enter into a Commercial Real Estate Purchase Contract with Basco Construction, in substantially the same form as attached hereto as Exhibit "A", for the purpose of buying the building at 4173 39<sup>th</sup> Street for use by the City of Port Arthur Section 4A Economic Development Corporation; and

**WHEREAS**, on October 3, 2007, the EDC Board approved the purchase contract in substantially the same form as attached hereto as Exhibit "A" for a purchase price of \$255,000; and

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation has the option to pay for the building with a down payment of \$55,000, with financing of the remaining \$200,000 at 7.75% interest per annum over a period of ten (10) years, with the monthly payments being \$2,400.21; and

**WHEREAS**, it is now deemed in the best interest of the citizens to approve the Commercial Real Estate Purchase Agreement with Basco Construction for the purchase of the building at 4173 39<sup>th</sup> Street by the City of Port Arthur Section 4A Economic Development Corporation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council authorizes the City of Port Arthur Section 4A Economic Development Corporation to enter into a Commercial Real Estate Purchase Contract, in substantially the same form as attached hereto as Exhibit "A", with Basco Construction.

Section 3. That prior to the EDC exercising its option to finance \$200,000, it will require additional approval of the City Council.

Section 4. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 9<sup>th</sup> day of Oct., A.D., 2007, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Prince

Councilmembers Mayor Pro Tem Jinesal Chatman, Jones, Henderson, Flood and Williamson.

NOES: None.

Jelani Prince  
MAYOR

ATTEST:

Terrill Hanks  
CITY SECRETARY (Asst)

APPROVED AS TO FORM:

Mark Sobola  
CITY ATTORNEY

# **EXHIBIT "A"**

# COMMERCIAL REAL ESTATE PURCHASE CONTRACT

**WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.**

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Basco Construction  
P. O. Box 1025  
Nederland, TX 77627  
Telephone: (409) 722-4434  
Facsimile: (409) 722-6428

Buyer: City of Port Arthur Section 4A  
Economic Development Corporation  
4173 39<sup>th</sup> Street  
Port Arthur, TX 77640  
Telephone: (409) 963-0579  
Facsimile: (409) 962-4445

With a copy to: City Attorney  
P. O. Box 1089  
Port Arthur, TX 77641-1089  
Telephone: (409) 983-8126  
Facsimile: (409) 983-8124

## 2. PROPERTY

- A. "Property" means that real property situated in Jefferson County, Texas at 4173 39<sup>th</sup> Street, Port Arthur, Texas (address) and that is legally described on the attached Exhibit "A" or as follows: Lots 16, 17, 18 and 19 of Block 13 of Bellaire # 2 in the City of Port Arthur
- B. Seller will sell and convey the property and improvements together with:
- (1) all buildings, improvements, and fixtures;
  - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and right-of-way;

- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) All Seller's tangible personal property located on the Property that is used in connection with the Property's operations.

3. **SALES PRICE:** at or before closing, Buyer will pay the following sales price for the property:

- A. Cash portion payable by Buyer at closing, including monies deposited in escrow.....\$ 55,000
- B. Sum of all financing described in Paragraph 4C.....\$200,000
- C. Sales price (sum of 3A and 3B).....\$255,000

4. **FINANCING:**

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$\_\_\_\_\_. This contract is contingent upon Buyer obtaining third party financing in accordance with the attached Financing Addendum.
- ☐ B. **Assumption:** In accordance with the attached Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$\_\_\_\_\_.
- ☒ C. **Seller Financing:** At the option of the Buyer, the delivery of a promissory note and deed of trust from Buyer to Seller in the amount of \$200,000 to be paid over ten (10) years at 7.75 % interest per annum. The monthly payment will be \$2,400.21. There is no penalty for prepayment. If the Buyer does not want to enter into a note with the Seller, then the Buyer will pay the full sales price at Closing.
- ☐ D. This contract is not contingent upon Buyer obtaining third party financing.

**5. EARNEST MONEY:**

- A. Not later than 10 days after the effective date, Buyer must deposit \$2,000.00 as earnest money with Beaumont Title Company (title company and escrow agent) at \_\_\_\_\_ (title company's address). Buyer will deposit additional earnest money of \$ N/A \_\_\_\_\_ on or before: ☐ (i) the \_\_\_\_th day after the Buyer's right to terminate under Paragraph 7B (3) expires; or ☐ (ii) N/A \_\_\_\_\_. The title company is the escrow agent under the contract.
- B. If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller's remedies under Paragraph 14.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:**

**A. Title Policy:**

- (1) Seller, at Buyer's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
  - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be deleted from title policy.
- ☐ (b) will be deleted from the title policy at the expense of expense of ☐ Buyer ☐ Seller.
- (3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6D.
- (4) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title

company to deliver the commitment and related documents to Buyer at Buyer's address.

**B. Survey:**

(1) Within 30 days after the effective date:

[X] (a) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller.

[] (b) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date.

[] (c) Seller will deliver a true and correct copy of Seller's existing survey of the Property dated \_\_\_\_\_.

(d) Seller, at Seller's expense:

[] (i) will have the existing survey recertified on a date no earlier than \_\_\_\_\_.

[] (ii) will not have the existing survey recertified.

(e) Seller [X] will ~~[] will not~~ deliver to the title company an affidavit required by the title company for approval of the survey that states that Seller knows of no changes or alterations to the Property as depicted on the survey.

(2) The survey required under Paragraph 6B (1) must be made by a Registered Professional Land Surveyor acceptable to the title company. The survey must:

(a) identify the Property by metes and bounds or platted lot description;

(b) show that the survey was made and staked on the ground with corners permanently marked;

(c) set forth the dimensions and total area of the Property;

(d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other waterways, fences, easements, and rights-of-way referenced to their recording information;

(e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying in a special flood hazard area; and

(f) contain the surveyor's certificate that the survey is true and correct.

**C. UCC Search:**

[] (1) Within \_\_\_\_\_ days after the effective date, Seller, at Seller's, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated \_\_\_\_\_.



after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last five (5) years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

**D. Buyer's Objections to the Commitment to furnish a UCC Search:**

(1) Within 45 days after Buyer receives all of the items required in Paragraphs A, B, and C (the commitment, copies of the documents evidencing title exceptions, survey, and UCC search), Buyer may object to matters disclosed in the items if:

(a) the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or

(b) the items show that any part of the Property lies in a 100-year flood plain.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 20 days after Seller receives the objections. The closing date will be extended as necessary to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 10 days after the time by which Seller must cure the objections.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

☐ A. **Present Condition:** (Check [1] or [2] only).

☒ (1) Buyer accepts the Property in its present "as-is" physical condition, subject to the right of the Buyer to terminate this agreement during the feasibility period.

- [] (2) Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

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[] B. **Feasibility:**

(1) **Inspections, Studies, or Assessments:**

- (a) Within 30 days after the effective date, Buyer, at Buyer's expense, may complete or cause to be completed, inspections, studies, or assessments which may include, but are not limited to:

- (i) physical property inspections (for example, structural pest control, mechanical, structural, electrical, and plumbing inspections);
- (ii) economic feasibility studies;
- (iii) environmental assessments (for example, air sampling, and paint sampling)
- (iv) engineering studies; and
- (v) compliance inspections (for example, compliance determination with zoning ordinances, restrictions, building codes, and statutes).

- (b) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(c) Buyer must:

- (i) employ only trained and qualified inspectors and assessors;
- (ii) notify Seller, in advance, of when the inspectors or assessors will be on the property;
- (iii) abide by any reasonable entry rules or requirements that Seller may require;
- (iv) not interfere with existing operations or occupants of the Property; and
- (v) restore the Property to its original condition if altered due to inspections, studies, or assessments

that Buyer completes or causes to be completed.

(d) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

(2) **Feasibility Period and Right to Terminate:**

Buyer may terminate this contract for any reason within 45 days after the effective date by providing Seller with written notice of termination. If Buyer terminates under this agreement, all of the escrow monies will be returned to the Buyer. If Buyer does not terminate within the time required, Buyer accepts the Property in its present "as-is" physical condition.

(3) **Right to Terminate:**

Buyer may also terminate this contract for any reason within 60 days after the effective date by providing Seller with written notice of termination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer less \$500 that Seller will retain as independent consideration for Buyer's right to terminate under this paragraph. The independent consideration is to be credited to the sales price only upon the closing of the sale. Buyer has tendered the independent consideration to Seller upon payment of the full amount specified in Paragraph 5 to the escrow agent. If Buyer does not terminate within the time required, Buyer accepts the Property in its present, physical "as is" condition.

8. **CLOSING:**

- A. The closing of the sale will be on or before December 31, 2007, whichever date is later (the closing date). If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- B. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. For purposes herein, "closing" shall occur upon final payment by Buyer. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey to Property at closing:
- (1) with no liens, assessments, or Uniform Commercial Code, or other security interest against the Property or against the personal improvements and equipment thereon, which will not be satisfied out of the sales price unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- C. At closing, Seller, at Seller's expense, will also deliver:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2, or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of closing certified by Seller, as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller; and

- (7) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale, and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

D. At closing, Buyer will:

- (1) pay the sale price in good funds acceptable to the escrow agent;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind the Buyer;
- (3) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

**9. POSSESSION:**

Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Until closing, Seller will operate the Property in the same manner as on the effective date sold under this contract. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**10. SPECIAL PROVISIONS:**

(Identify exhibit if special provisions are contained in an attachment.) **None.**

**11. SALES EXPENSES:**

**A. Seller's Expenses:**

Seller will pay the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by the Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

**B. Buyer's Expenses:**

Buyer will pay the following at or before closing:

- (1) all loan expenses, (for example, application fees, origination fees, discount fees, buy-down fees, commitment fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgagee title policy expenses, credit report fees, documents preparation fees, interest expense that Buyer's lender requires Buyer to pay at closing, loan related inspection fees, amortization schedule fees, courier fees, underwriting fees, wire transfer fees, and other fees required by Buyer lender);
- (2) preparation fees of any deed of trust;
- (3) recording fees of the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) copy and delivery fees for delivery of the title commitment and related documents; and
- (7) other expenses that Buyer will pay under other provisions of this contract.

**12. ROLL BACK TAXES:**

If Seller changes the use of the Property before closing, or if a denial of a special valuation on the Property claimed by Seller results in the assessments of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph survives closing.

**13. CASUALTY LOSS AND CONDEMNATION:**

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fail, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(3)(a), will be refunded to Buyer;
- (2) extend the time for performance up to fifteen (15) days, and the closing date will be extended as necessary; or
- (3) accept at closing:

- (i) the Property in its damaged condition;
- (ii) and assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and
- (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within fifteen (15) days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(3)(a), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:
  - (a) Seller and the sales price will be reduced by the same amount; or
  - (b) Buyer and the sales price will not be reduced.

**14. DEFAULT:**

A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:

- (1) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract; or
- (2) enforce specific performance, or seek other relief as may be provided by law, or both.

B. If Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(3)(a), as liquidated damages, thereby releasing the parties from this contract; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**15. ATTORNEY'S FEES:**

If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non prevailing parties all cost of such proceeding and reasonable attorney's fees. This Paragraph survives termination of this contract.

**16. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then the Buyer's closing costs; and any excess will be refunded to buyer.
- B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.
- D. Escrow agent will deduct any independent consideration under Paragraph 7B(3)(a) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- E. If escrow agent complies with this Paragraph 16, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money.
- F. Notices under this Paragraph 16 must be sent certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.

**17. MATERIAL FACTS:**

- A. To the best of Seller's knowledge and belief: (Check [1] or [2] only):
  - ☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.
  - ☒ (2) Seller is not aware of any of the following, except as described otherwise in this contract:
    - (a) any material physical defects to the Property;
    - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;



- (c) any environmental hazards or conditions that affect the Property;
- (d) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (e) whether radon, asbestos insulation or fireproofing, urea-formaldehyde foam insulation, lead-based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
- (f) whether wetlands, as defined by federal or state law or regulation, are on the Property; and
- (g) whether threatened or endangered species or their habitat are on the Property.

**18. NOTICES:**

All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1.

**19. FEDERAL TAX REQUIREMENT:**

If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver at closing an affidavit that Seller is not a foreign person, then Buyer will withhold from the sales proceeds at closing an amount sufficient to comply with appropriate tax forms. IRS regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**20. DISPUTE RESOLUTION:**

The parties agree to negotiate in good faith to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation, and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**21. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.

- B. This contract is to be constructed in accordance with the laws of the State of Texas.
- C. This contract contains the entire agreement of the parties and may not be changed, except in writing.
- D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one (1) agreement.
- E. Buyer ~~[] may []~~ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

**22. TIME:**

Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**23. EFFECTIVE DATE:**

The effective date of this contract for the purposes of performance of all obligations is the date the escrow agent receives this contract after all parties execute this contract.

**24. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a title policy.
- B. 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 fees of the district before final execution of this contract.
- C. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, § 33.135, Texas Natural Resource Code, requires a notice regarding coastal area property to be included as part of the contract.
- D. If the Property is located seaward of the Gulf Intracoastal Waterway, § 61.025, Texas Natural Resource Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

- E. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

**25. CONTRACT AS OFFER:**

The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m. in the time zone in which the Property is located, on October 12, 2007, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. CONSULT your attorney BEFORE signing.

Buyer's Attorney is:

City Attorney,  
City of Port Arthur

Seller's Attorney is:

\_\_\_\_\_

BUYER:

CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION

SELLER:

BASCO CONSTRUCTION

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date