

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into as of the date this Agreement is countersigned by the Controller of the City of Houston, Texas (the date of such counter-signature being hereafter referred to as the "Effective Date") by and between **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties, Texas (the "City" or "Seller"), and **WALLER COUNTY, TEXAS**, a political subdivision of the State of Texas ("Waller County" or "Purchaser"), and together the "Parties".

WHEREAS, the City, acting through HAS, is the holder of a Clean Water Act dredge and fill permit No. 21948(01)/SWG-2000-02727 (the "Permit"), attached hereto as Exhibit "C-1" and incorporated herein for all purposes, issued under cover of letter dated April 8, 2002, by the U.S. Army Corps of Engineers, Galveston Branch ("USACE"), as later amended on April 8, 2002, attached hereto as Exhibit "C-2", and incorporated herein for all purposes, for the impact to the jurisdictional waters of the United States (wetlands) for several major capital improvement projects at George Bush Intercontinental Airport/Houston ("IAH"), including the north runway, the Consolidated Rental Car Facility, East Cargo and other associated projects which commenced in 1999; and

WHEREAS, the Permit required the City of Houston to, among other things, secure a conservation easement on the 915-acre tract of land in Montgomery County ("Bahr Woods Preserve") and construct wetlands and preserve in perpetuity a 600-acre parcel out of an approximately 1,431-acre tract (the "Property" as more particularly described below and shown in Exhibit "C-3") owned by the City in Waller County in the Katy Prairie ("Waller County Mitigation Site" or "Westside Mitigation Site"); and

WHEREAS, on August 25, 2014, USACE notified the Houston Airport System ("HAS") that the wetland mitigation criteria for the Permit was satisfied (attached hereto as Exhibit "D") and that the Permit number was changed to SWG-2000-02727; and

WHEREAS, on May 19, 2021, Waller County adopted a Parks, Trails, & Open Space Master Plan in an effort to ensure that the County grows responsibly while retaining its natural legacy. The County desires to pursue opportunities to formalize a plan for County-operated parks, trails, and other open space facilities through the development of a formal parks system; and

WHEREAS, Waller County was appropriated funds by the 89th Legislature of the State of Texas, Regular Session of 2025 in Senate Bill 1 for a Waller County Regional Stormwater Detention Basin, and desires to acquire the Property from the City for such a purpose, as well as future public park, trails, open space or other public purposes with uses on the 600 acres that would be compatible with the Permit; and

WHEREAS, the City satisfied the conditions of the Permit and the Property does not now, nor will it in the future, serve a civil aviation purpose for the City; and

WHEREAS, the proceeds from the sale of the Property will serve to benefit civil aviation in the City;

NOW, THEREFORE, for and in consideration of the premises, mutual benefits, covenants and agreements contained herein, Waller County and the City agree as follows:

AGREEMENT:

Seller and Purchaser hereby agree as follows:

1. **SALE AND PURCHASE**. Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to terms and conditions herein set forth certain tracts or parcels of land being designated as:

Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Texas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

Tract 2: 719.600 acres (31,345,772 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 69, Abstract 152 and the J. G. Bennett Survey, Section 68, Abstract 289 in Waller County, Texas and being out of that certain 1,283.366-acre tract described in the deed recorded in Volume 21, Page 116 of the Waller County Deed Records (W.C.D.R.).

Tract 3: 5.982 acres (260,574 square feet) tract of land situated in the H. & T.C.R.R. Survey, Section 79, Abstract 157, in Waller County, Texas and being out of that certain tract described in the deed recorded in Volume 23, Page 587 of the Waller County Deed Records (W.C.D.R.).

Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

together with all rights and interests appurtenant thereto, including all of Seller's right, title and interest, if any, in and to adjacent streets, alleys, rights-of-way, easements, any adjacent strips or gores of land, any awards made or to be made as a result or in lieu of condemnation, any awards for damage to the Property (as hereinafter more specifically defined) or any part thereof by reason of casualty (all of the above being hereinafter collectively referred to as the "Land"); and all improvements of every kind and description in, on, over and under the Land ("Improvements"). The Land and Improvements are herein collectively called the "Property." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (as hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever, except for the Permitted Encumbrances (as hereinafter defined).

2. **PURCHASE PRICE.** The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is:

NINETEEN MILLION SEVEN HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$19,740,000.00).

Purchaser shall pay the Purchase Price to Seller in good funds on the Closing Date, as hereinafter defined, subject to any adjustments provided elsewhere in this Agreement.

3. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller hereby represents and warrants to, and covenants with Purchaser that:

- a. Seller will have as of the Closing Date (as hereinafter defined), good and indefeasible title in fee simple to the Land and Improvements, subject only to the Permitted Encumbrances, and free and clear of all liens;
- b. Seller shall use good faith efforts to promptly notify in writing Purchaser of any material change with respect to the Property or with respect to any information heretofore or hereafter obtained by Seller respecting the Property;
- c. There are none and, as of the Closing Date (as hereinafter defined), there will be none of the following:
 - (i) Tangible personal property and fixtures ("Personalty") of any kind owned by Seller and attached to, located on or used in connection with the ownership, maintenance, or operation of the Property that will not be conveyed to Purchaser at Closing,
 - (ii) Leases, franchises, licenses, occupancy agreements or other agreements (collectively, "Leases") demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property, or prepaid rents ("Rents"), or deposits, security or otherwise (collectively, "Deposits") made by tenants, and,
 - (iii) (contracts or agreements, such as maintenance, service or utility contracts; warranties, guaranties, indemnities or claims; licenses or permits; or other property owned or held by Seller which relates, in any way, to the design, construction, ownership, use, leasing, maintenance, service or operation of the Property, Personalty, Leases, Rents, or Deposits;
- d. There are no actions, suits, claims, assessments, or proceedings pending or, to the actual knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder;

- e. From the date hereof until the Closing Date (as hereinafter defined), Seller shall:
- (i) maintain the Property in a good and business-like manner in accordance with good and prudent business practices, and not commit or consent to be committed any waste to the Property,
 - (ii) not enter into any agreement or instrument or take any action which would constitute an encumbrance of the Property, which would bind Purchaser or the Property after Closing or which would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser, and
 - (iii) afford Purchaser and its representatives the continuing right to inspect the Property during the Inspection Period (as hereinafter defined) at reasonable hours and upon reasonable notice, and any and all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property;
- f. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or by the Closing Date will be) paid by Seller and no liens or other claims for the same have been filed or asserted against any part of the Property;
- g. Seller has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to any third parties, and this Agreement, when executed and delivered to Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms; and,
- h. Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder).
- i. This Agreement is subject to approval of this Agreement, by the City Council of the City of Houston, Texas; the signature of this Agreement by the Mayor; and counter-signature of the City Controller of the City of Houston, Texas, but otherwise without obtaining any consents or approvals from, or the taking of any other actions with respect of, any third parties (or if any such consents, approvals, or other actions are required, the same will be accomplished prior to the Closing Date, as hereinafter defined).
- j. This Agreement is further subject to advanced, written approval by the Federal Aviation Administration ("FAA") and the United States Army Corps of Engineers ("USACE").

- k. This Agreement, when executed and delivered by Seller and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of the Parties, enforceable by one Party against the other in accordance with its terms.

4. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- a. Purchaser (i) is not in receivership or dissolution; (ii) has not made any assignment for the benefit of creditors; (iii) has not admitted in writing its inability to pay their debts as they mature; (iv) has not been adjudicated a bankrupt; (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state; and (vi) does not have any such petition described in (v) filed against Buyer.
- b. Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser has full right, power, and authority to execute, deliver, and perform this Agreement subject, however, to approval of this Agreement and the appropriation of funds related thereto by the Commissioners Court of Waller County.
- c. Purchaser must maintain the Waller County Mitigation Site authorized by the Permit in good condition and in conformance with the terms and conditions of the Permit, or any modification thereof. Purchaser is not relieved of this requirement if Purchaser abandons the permitted activity, although Purchaser may make a good faith transfer to a third party by obtaining the signature of the new owner in the space provided in the Permit and forward a copy of the Permit to the USACE to validate the transfer of this authorization. Should Purchaser wish to cease to maintain the permitted activity or should Purchaser desire to abandon it without a good faith transfer, Purchaser must obtain a modification of this Permit from the USACE, which may require restoration of the area.
- d. Purchaser shall assume the responsibilities of the permittee, City of Houston, to protect the 600-acre Waller County Mitigation Site in perpetuity. Purchaser will not sell or transfer the property, nor allow the property to be developed in any fashion, including placement of fill material into or draining of the wetlands that currently exist or exist at any point in the future on the property, without the approval of the USACE. All passive management activities on the site must have USACE written approval prior to their implementation.
- e. Within six (6) months' of the Closing, Purchaser shall convey a conservation easement on the 600-acre Waller County Mitigation Site to a conservation organization, such as the Coastal Prairie Conservancy (formerly the Katy Prairie Conservancy). The Purchaser will make a one-time monetary contribution to a stewardship fund of the conservation organization. The monetary contribution shall be determined by the conservation organization. This contribution will be dedicated to the long-term management of the Waller County Mitigation Site area

in perpetuity. Purchaser shall also pay any other fees required for the conservation organization's acceptance of a conservation easement.

- f. Purchaser shall perform ongoing maintenance activities at the Waller County Mitigation Site to include, but not limited to, mowing of upland and wetland areas (during dry periods) to control invasive species, berm and water control structure inspection and maintenance, fertilization of upland areas, erosion control, and overall land use management.

5. TITLE REPORT AND SURVEY.

- a. Within thirty (30) days following the Effective Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser a Commitment for a Texas form Owner Policy of Title Insurance ("Title Commitment") issued by Stewart Title Guaranty Company, as underwriter, through its local agent Texas American Title Company ("Title Company"), whose address is 3000 Research Forest Drive, Suite 110, The Woodlands, TX 77381 (primary contact: Shannon Gandy), setting forth the status of the title of the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the Property.
- b. Seller shall permit Purchaser, at Purchaser's sole cost and expense, to have a survey (the "Survey") prepared by a licensed surveyor acceptable to the Title Company, which Survey shall (i) reflect the actual dimensions of, and area within, the Land, the location of any easements, set-back lines, encroachments, or overlaps thereon or thereover, and the outside boundary lines of all Improvements; (ii) identify all easements, set-back lines, and other matters referred to on the Title Commitment by volume and page reference; (iii) include the surveyor's registered number and seal, the date of the Survey, and a certificate satisfactory to Purchaser, in its reasonable discretion; (iv) be sufficient to cause the Title Company to delete (except for "shortages in area") the printed boundary exceptions in any Owner's Title Policy, if Purchaser elects to obtain same at its cost; (v) reflect any area within the Land that has been designated by the Federal Insurance Administration, the Army Corp of Engineers, or any other governmental agency or body as being subject to special flooding hazards; and (vi) in general, comply with the requirements of the Texas Surveyor's Association for a Category I Condition 2A Survey.
- c. Purchaser shall have until the later of (a) five (5) days' prior to the Closing Date or (b) thirty (30) days after receipt of the items to be delivered pursuant to Sections 5(a), and 5(b) above (the "Title Inspection Period") to examine such items and to specify to Seller those items affecting the Property which Purchaser finds objectionable (the "Encumbrances"). Items shown in the Title Commitment or Survey and not objected to by Purchaser in its written objections within such Title Inspection Period shall be deemed items which Purchaser will accept title subject to (the "Permitted Encumbrances"). The Title Company shall deliver at Closing an

amended Title Commitment, to the extent Seller cures the Encumbrances, reflecting the cure of such matters. Notwithstanding anything to the contrary herein, any monetary liens affecting the Property shall be Encumbrances, whether or not so specified in any notice by Purchaser, and Seller shall cause the same to be released at or prior to Closing except real estate taxes and other assessments not yet due and payable, which shall be customarily prorated at closing.

- d. If Seller fails or is unwilling to cause all of the Encumbrances to be removed or cured by the Closing Date, or if the Title Commitment or Survey indicates that Seller does not own indefeasible fee simple title to the Property, Purchaser shall have the following rights, as its sole and exclusive remedies:
 - i. Purchaser may terminate this Agreement by giving Seller written notice thereof, in which event the Earnest Money which shall be paid to Seller, shall be returned to Purchaser, and neither party shall have any further rights, duties, or obligations hereunder; or
 - ii. Purchaser may elect to waive the Encumbrances not so removed or cured and close the purchase and sale contemplated by this Agreement without any reduction in the Purchase Price in accordance with the remaining terms and provisions, whereupon the Encumbrances not so removed or cured shall become Permitted Encumbrances to be treated in the manner provided herein for Permitted Encumbrances.

6. INSPECTION PERIOD.

- a. Purchaser acknowledges that it had a period of thirty (30) days (the "Inspection Period") during which time Purchaser conducted, at Purchaser's sole cost and expense, such inspections, studies and evaluations of the Property as Purchaser deemed necessary or desirable to assist Purchaser in determining the suitability and condition of the Property (the written products of such inspections, studies and evaluations being hereinafter collectively referred to as the "Environmental Reports"). Such studies and evaluations may have included, without limitation, an environmental study conducted by an environmental engineering company selected by Purchaser and may have included such soil testing and other invasive and non-invasive procedures as may be indicated to detect the presence of environmental pollutants or hazards on or under the Property, within any surface or underground water on the Property or within the structure of any building or other improvements on the Property. If Purchaser obtained an environmental site assessment during the Inspection Period and the assessment indicated that additional testing should be performed to determine the extent of contamination, Purchaser could have extended the Inspection Period for up to thirty (30) days for such additional testing. Purchaser acknowledges that no additional time for inspection, verification or additional testing was requested and hereinafter waives the right to conduct same.

- b. Purchaser acknowledges that it had the right and option, at its sole and absolute discretion, to terminate this Agreement at any time on or before the expiration of the Inspection Period and did not exercise that right/option.

7. **CLOSING.** The consummation by the parties of the transaction contemplated by this Agreement and the date of such event is herein called the "Closing." Closing shall take place after the expiration of the Inspection Period at the offices of Title Company, with the exact time and date (the "Closing Date") of Closing to be specified in a written notice from Seller to Purchaser given at least seven (7) days in advance of such date. The time, date and location shall be mutually agreed upon by Seller and Purchaser. At the Closing, the following (which are mutually concurrent conditions) shall occur:

- a. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller, through the Title Company:
 - i. The balance due for the Purchase Price as set out in Section 2 hereof, adjusted as provided for in Sections 7(c) and 13 hereof, such amount to be by warrant or wire-transfer to the respective title company;
 - ii. Evidence satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and,
 - iii. Such other instruments duly executed by Purchaser as are customarily executed in Texas to effectuate the conveyance of property similar to the Property as may be reasonably required by the Title Company.
- b. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, through the Title Company, the following:
 - i. A Special Warranty Deed in form and substance substantially equivalent to the form of that attached hereto as Exhibit "E," fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title in and to the Land and any Improvements thereon, subject only to the Permitted Encumbrances, which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;
 - ii. An executed and acknowledged affidavit in form and substance substantially equivalent to the form of that attached hereto as Exhibit "F," that Seller is not a "foreign person" as described in Section 3(h) herein, pursuant to 26 U.S.C. § 1445 and Treasury Regulations § 1.1445-2(b)(2)(iii);
 - iii. A certificate confirming that there are no unpaid bills, claims, debts, or liens relating to the Property arising through or under Seller as of the Closing Date except with respect to specified bills, claims, debts, or liens;

- iv. Such other instruments duly executed by Seller as are customarily executed in Texas to effectuate the conveyance of property similar to the Property as may be reasonably required by the Title Company with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles or interests in and to the Property.
 - c. Seller shall pay, in addition to any other costs to be paid by Seller as provided elsewhere herein, Seller's own attorneys' fees and any costs and recording and filing any releases of Encumbrances and the cost to cure or otherwise obtain any such release. Purchaser shall pay, in addition to any other costs to be paid by Purchaser as provided elsewhere herein, the title insurance premium for any title insurance acquired by Purchaser, any costs of inspecting or evaluating the Property, the costs for obtaining tax certificates, recording and filing the Special Warranty Deed, and Purchaser's own attorneys' fees. Any escrow fees and delivery fees charged by the Title Company shall be split equally by Seller and Purchaser, and all normal and customarily proratable items, including without limitation, real estate and personal property taxes, and utility bills, if any, which have become due and payable within the calendar year in which the closing occurs shall be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of same on and after such date. Seller and Purchaser hereby acknowledge that neither Party is subject to ad valorem taxes. The provisions of this Section 7(c) shall survive the Closing.
 - d. On the Closing Date, Seller shall (i) vacate the Property; (ii) remove all personal property of any kind owned by Seller and attached to, located on or used in connection with the ownership, maintenance, or operation of the Property; and (iii) deliver to Purchaser possession of the Property with all parts of the Property in the same condition as of the Effective Date herein.
8. **NOTICES.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested, or by deposit with a reputable overnight courier for overnight delivery . Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the party to whom it is addressed. For purposes of notice, the addresses of the parties shall be as follows:

PURCHASER: Waller County, Texas
Attn: County Judge Carbett "Trey" Duhon III
425 FM 1488, Suite 106
Hempstead, Texas 77445

SELLER: City of Houston, Texas
Houston Airport System
Attn: Jim Szczesniak, Director
16930 John F. Kennedy Blvd.
Houston, TX 77032

with a copy to:
City of Houston Legal Department
Attn: City Attorney
900 Bagby, 4th Floor
Houston, Texas 77002

Either party may change its address to another location in the continental United States, upon five (5) days' prior written notice to the other given in the manner provided above.

9. **BROKERAGE COMMISSIONS.** Purchaser has not contracted for the payment of any real estate commission, brokerage, finder or other fees with respect to the sale of the Property to Purchaser. Purchaser warrants to Seller that Purchaser has not contracted with an agent for the purchase of the Property. Purchaser warrants to Seller that Purchaser has not contracted for the payment of any real estate commission, brokerage, finder, or other fees with respect to the purchase of the Property from Seller. In no event shall Seller be responsible for any broker, agent, finder or other fees and commissions associated with the purchase of the Property by Purchaser.

10. **ASSIGNMENT.**

Purchaser may not assign this Agreement or any right or interest hereunder. Seller may not assign this Agreement or any right or interest hereunder. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

11. **GOVERNING LAW.**

- a. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Waller County, Texas.
- b. Should any provision of this Agreement require judicial interpretation, Seller and Purchaser hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly

construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.

- c. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization from other City officials, and Seller covenants to provide the City Attorney with all documents and records that the City Attorney reasonably deems necessary to assist in determining Seller's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

- 12. **EARNEST MONEY.** Within thirty (30) days after Purchase and Sale Agreement has been signed by Houston Airport Director Jim Szczesniak, Purchaser shall submit earnest money payable to the City of Houston, Texas in the amount of **ONE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$1,974,000)** ("Deposit") with Texas American Title Company which shall be held in an interest-bearing account as earnest money to bind the transaction contemplated hereby. Unless otherwise delivered to Seller or Purchaser pursuant to the terms thereof, the Earnest Money, together with all interest thereon, together with all interest thereon, shall be credited to the Purchase Price at the Closing.

13. **REMEDIES.**

- a. If Purchaser fails or is unable to perform its obligations pursuant to this Agreement for any reason other than Purchaser's termination hereof pursuant to a right granted to Purchaser in this Agreement to do so, or breach by Seller of its representations, warranties or agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder and the Earnest Money shall be retained by Seller, as liquidated damages (and not as penalty) for the breach by Purchaser. Seller and Purchaser hereby acknowledge that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain.
- b. If Seller fails or is unable to perform any of its obligations or agreements hereunder, either prior to or at Closing, or if any of Seller's representations or warranties made hereunder, or any of the information furnished by Seller pursuant hereto, should be either false or misleading in any material respect, Purchaser, shall have the right and option, as its sole and exclusive remedies, to:
 - (i) terminate this Agreement by giving Seller written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations

hereunder and the Seller shall return the Earnest Money to be delivered to Seller, to Purchaser; or

- (ii) enforce specific performance of the obligations of Seller to convey and assign the Property to Purchaser pursuant to the terms hereof and perform its other obligations hereunder.

14. **DAMAGE OR TAKING PRIOR TO CLOSING.** Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property, or any portion thereof, is materially damaged or becomes subject to a taking (other than by the Purchaser) by virtue of eminent domain, Purchaser shall have the option, which must be exercised by it within fifteen (15) business days (and the Closing will be automatically extended, if necessary, to provide Purchaser with such fifteen (15) business day period) after its receipt of written notice from Seller advising of such damage, or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease, and the Earnest Money to be delivered to Seller, shall be returned to Purchaser. If Purchaser elects to proceed with the Closing, all rights, duties, obligations and liabilities created hereunder shall continue and Purchaser shall be entitled to any and all insurance proceeds or condemnation awards payable as a result of such damage or taking and Seller shall assign to Purchaser at Closing Seller's rights to such proceeds or awards.

15. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification thereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless in writing and signed by the party to be bound.

16. **EXHIBITS.** Attached hereto and incorporated herein by this reference for all purposes are the following exhibits:

Exhibit "A" - Legal Description of Land

Exhibit "B" - Survey

Exhibit "C-1" - Army Corps of Engineers Permit No 21948

Exhibit "C-2" - Army Corps of Engineers Permit No 21948(01)

Exhibit "C-3" - Westside Mitigation Site - Site Layout Map - June 6, 2005

Exhibit "D" - Army Corps of Engineers Notification Permit SWG-2000-02727

Exhibit "E" - Special Warranty Deed

Exhibit "F" - Non-Foreign Affidavit

Exhibit "G" - Permitted Encumbrances

17. **MISCELLANEOUS.**

- a. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

- b. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- c. The obligations of the Agreement that cannot be performed before termination of this Agreement or before Closing will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict in the instruments provided pursuant to Section 7, and this Agreement, the instruments provided pursuant to Section 7 will control.
- d. Time is of the essence in this Agreement.
- e. This Agreement is subject and subordinate to the terms and conditions of any existing or future agreement entered into between the Purchaser and the United States of America for the improvement or operation and maintenance of airport property owned by the Purchaser, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Purchaser, or the expenditure of federal funds for the improvements or development of airports owned or operated by the purchaser.
- f. Following the execution of this Agreement by Seller, the Director of the Houston Airport System shall have the authority to act on behalf of the Seller in making extensions to the date of Closing of up to one (1) year or to make other non-substantive modifications to this Agreement for the purposes of enabling the achievement of the Purchaser's objectives to acquire the Property from Seller.

(SIGNATURE PAGES TO FOLLOW.)

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date. The Parties hereby agree that each Party will sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature will be as good, binding, and effective as an original signature. Each person signing this Agreement represents and warrants that such person is duly authorized and has the legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

“PURCHASER”

WALLER COUNTY, TEXAS

Carbett “Trey” Duhon III

County Judge

Taxpayer Identification Number: _____

"SELLER"

ATTEST:

CITY OF HOUSTON, TEXAS

Troy Lemon
Interim City Secretary

John Whitmire
Mayor

APPROVED AND RECOMMENDED:

COUNTERSIGNED:

Jim Szczesniak
Director
Houston Airport System

Chris Hollins
Controller

Date

APPROVED AS TO FORM:

Chandley Hayes-Crawford
Senior Assistant City Attorney
File No.: LD-RE-0000004016

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

Tract 2: 719.600 acres (31,345,772 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 69, Abstract 152 and the J. G. Bennett Survey, Section 68, Abstract 289 in Waller County, Texas and being out of that certain 1,283.366-acre tract described in the deed recorded in Volume 21, Page 116 of the Waller County Deed Records (W.C.D.R.).

Tract 3: 5.982 acres (260,574 square feet) tract of land situated in the H. & T.C.R.R. Survey, Section 79, Abstract 157, in Waller County, Teas and being out of that certain tract described in the deed recorded in Volume 23, Page 587 of the Waller County Deed Records (W.C.D.R.).

Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

EXHIBIT "B"

SURVEY

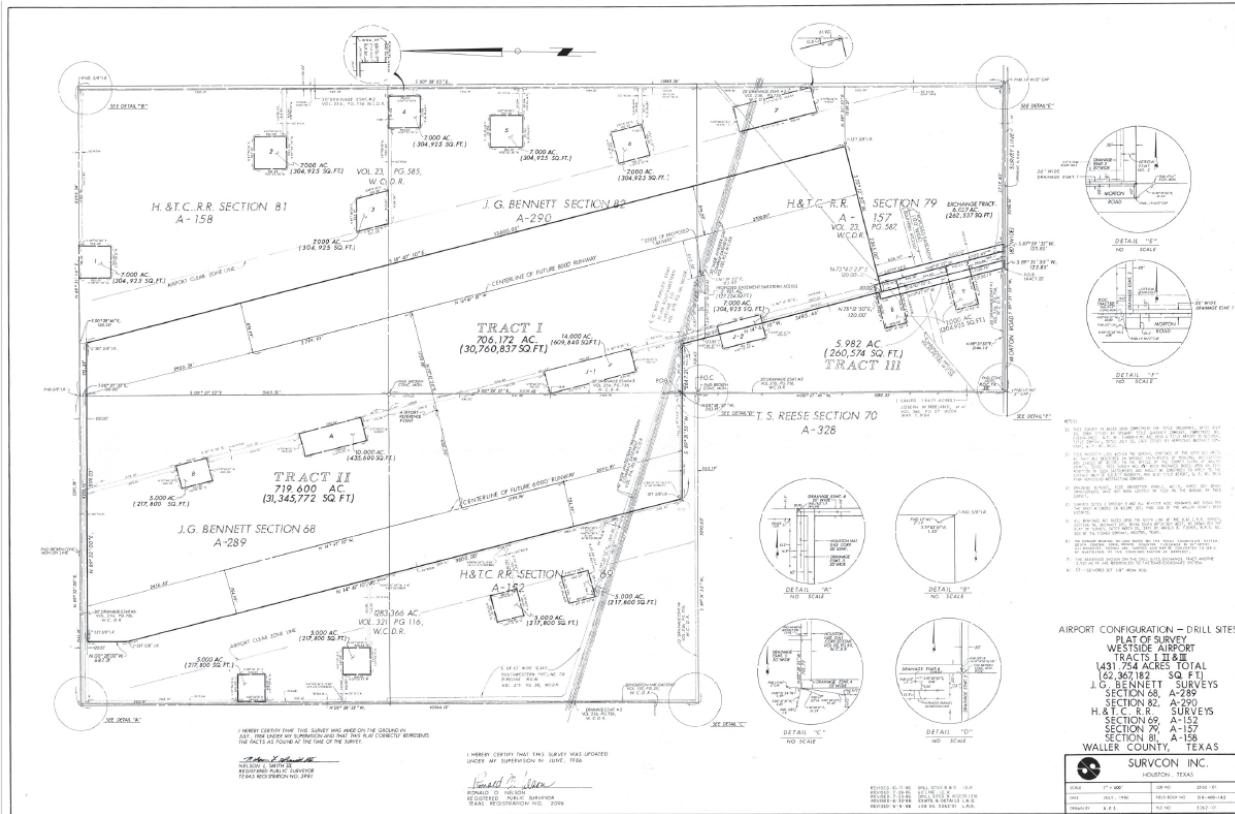


EXHIBIT "C-1"

**UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT PERMIT NO. 21948**

(to be attached)

EXHIBIT "C-2"

**UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT
PERMIT NO. 21948(01)**

(to be attached)

EXHIBIT "C-3"

WESTSIDE MITIGATION SITE SITE LAYOUT MAP JUNE 6, 2005

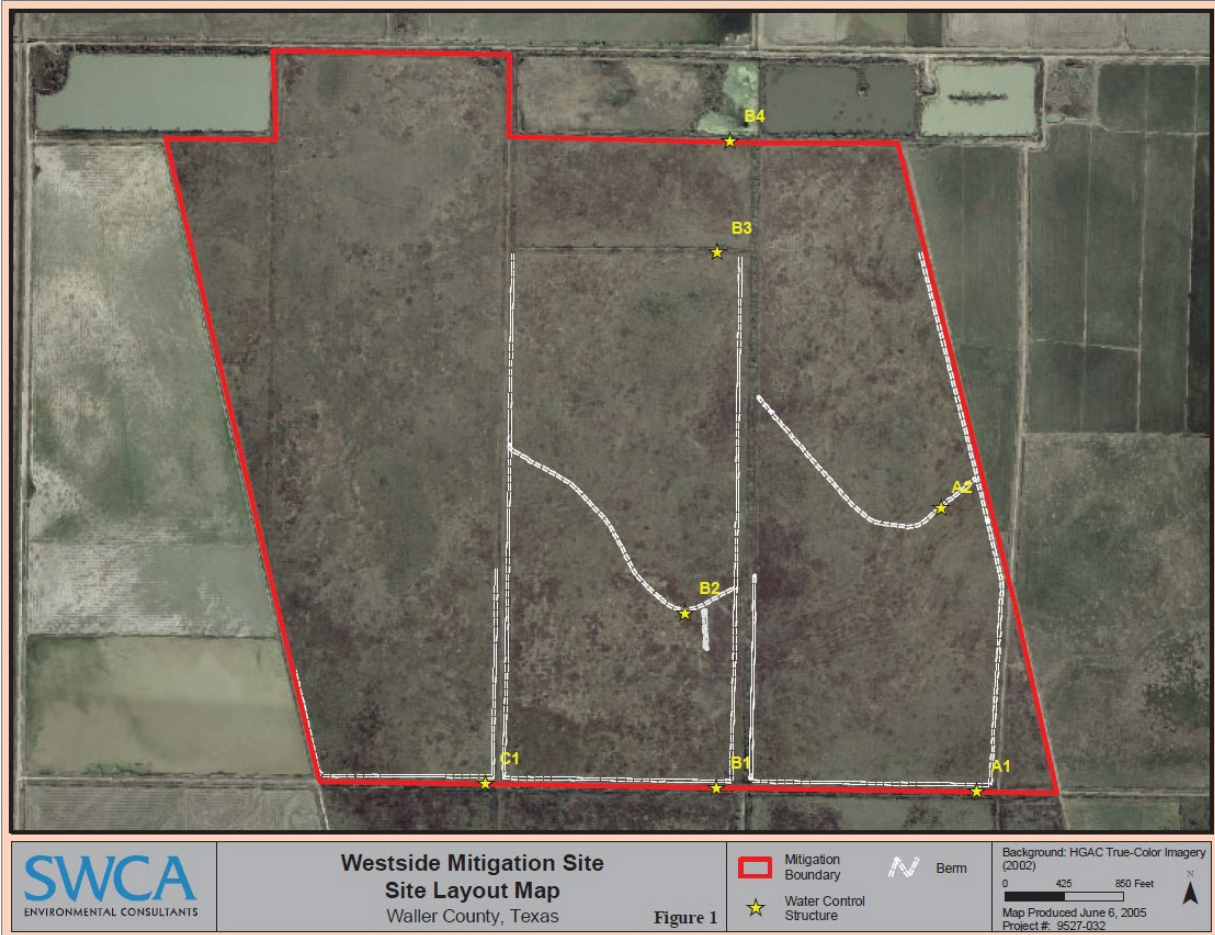


EXHIBIT "D"



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

August 25, 2014

Compliance Branch

SUBJECT: Department of the Army (DA) Permit SWG-2000-02727 (Formerly DA Permit 2194801); Houston Airport System, Compliance Inspection, George Bush Intercontinental Airport (IAH), Harris County, Texas

Carlos Ortiz, Assistant Director
Houston Airport System
Environment and Land Use Section
16960 John F. Kennedy Boulevard
Houston, Texas 77032

Dear Mr. Ortiz:

This letter is associated with the Corps of Engineers compliance inspection(s) for Department of the Army Permit SWG-2000-02727 (previously DA permit 21948(01)), issued February 9, 2001: referenced here forth in this document as Permit. This Permit authorized the placement of fill material into approximately 13 acres of adjacent wetlands and required mitigation at two locations, to offset these impacts, at the Westside Airport property and the Bahr Woods Mitigation Area. The impacts associated with this Permit are located the George Bush Intercontinental Airport (IAH), south of FM 1960, east of Aldine Westfield Road and north of Will Clayton Parkway in Harris County, Texas.

Based on our review of the Permit, the Monitoring Reports, and subsequent site visits: we have verified that the wetland mitigation criteria, as required by the Permit, has been satisfied.

If you have questions concerning this matter, please reference file number **SWG-2000-02727** and contact Ms. Alicia Rea at the letterhead address or by telephone at 409-766-3995. To assist us in improving our service to you, please complete the survey found at <http://per2.nwp.usace.army.mil/survey.html>. If you would prefer a hard copy of the survey form, please let us know, and one will be mailed to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Jaynes".

Kenny Jaynes
Chief, Compliance Branch

EXHIBIT "E"

Notice of confidentiality rights: if you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED

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

GRANTOR:

CITY OF HOUSTON, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties, Texas
P.O. Box 1562
Houston, TX 77002

GRANTEE:

WALLER COUNTY, TEXAS, a political subdivision of the State of Texas
836 Austin St, Suite 203
Hempstead, TX 77445

CONSIDERATION: For and in consideration of the sum of \$10.00 and other valuable consideration, paid by GRANTEE to GRANTOR, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Waller County, Texas and its assigns, all of the following described real property in Waller County, Texas:

Being approximately 1,431.754 acres of undeveloped land out of the H. & T.C.R.R. Surveys, Section 69, Abstract 152, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Surveys, Section 68, Abstract 289, Section 82, Abstract 290 in Waller County, Texas, and being more particularly described on Exhibit "A", and shown by the drawing on Exhibit "B", both attached hereto and incorporated herein for all purposes.

Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all buildings and improvements located thereon and all rights, titles, and interests of Grantor in and to any alleys, strips, or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under, or to,

any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land, and all right, title and interest of Grantor in and to any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade thereof (all of the foregoing properties, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements, and interests being hereinafter referred to as the "Property").

This Deed is executed by Grantor and accepted by Grantee subject only to:

- (i) those matters (the "Permitted Encumbrances") set forth in Exhibit "E," attached hereto and incorporated herein by reference, to the extent that same are valid, existing and affect the Property;
- (ii) all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein-described Property; and
- (iii) ad valorem taxes for the current year, which have been prorated as of the date hereof and assumed by Grantee.
- (iv) *ADD THE OTHER RESTRICTIONS AND REQUIREMENTS FROM THE PSA.*

TO HAVE AND TO HOLD, subject as aforesaid, the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors, and assigns forever, and Grantor does hereby bind themselves, their legal representatives, heirs, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject as aforesaid, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

WITNESS THE EXECUTION HEREOF this _____ day of _____, 2025.

"GRANTOR"

THE CITY OF HOUSTON, TEXAS

John Whitmire
Mayor

This instrument was acknowledged before me on the ____ day of _____, 2025, by **John Whitmire**, in his capacity as **Mayor of the City of Houston** on behalf of said city, Grantor.

Notary Public — State of Texas

My commission expires: _____

(seal)

After Recording, Please Return to:

The City of Houston
Legal Department – Real Estate
P.O. Box 368
Houston, TX 77001-0368

Exhibit "A" - Legal Description of Land

Exhibit "B" - Survey

Exhibit "C-1" - Army Corps of Engineers Permit No 21948

Exhibit "C-2" - Army Corps of Engineers Permit No 21948(01)

Exhibit "C-3" - Westside Mitigation Site - Site Layout Map - June 6, 2005

Exhibit "D" - Army Corps of Engineers Notification Permit SWG-2000-02727

Exhibit "E" - Special Warranty Deed

Exhibit "F" - Non-Foreign Affidavit

Exhibit "G" - Permitted Encumbrances

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

"Legal Description"

Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Texas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

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Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

SURVEY

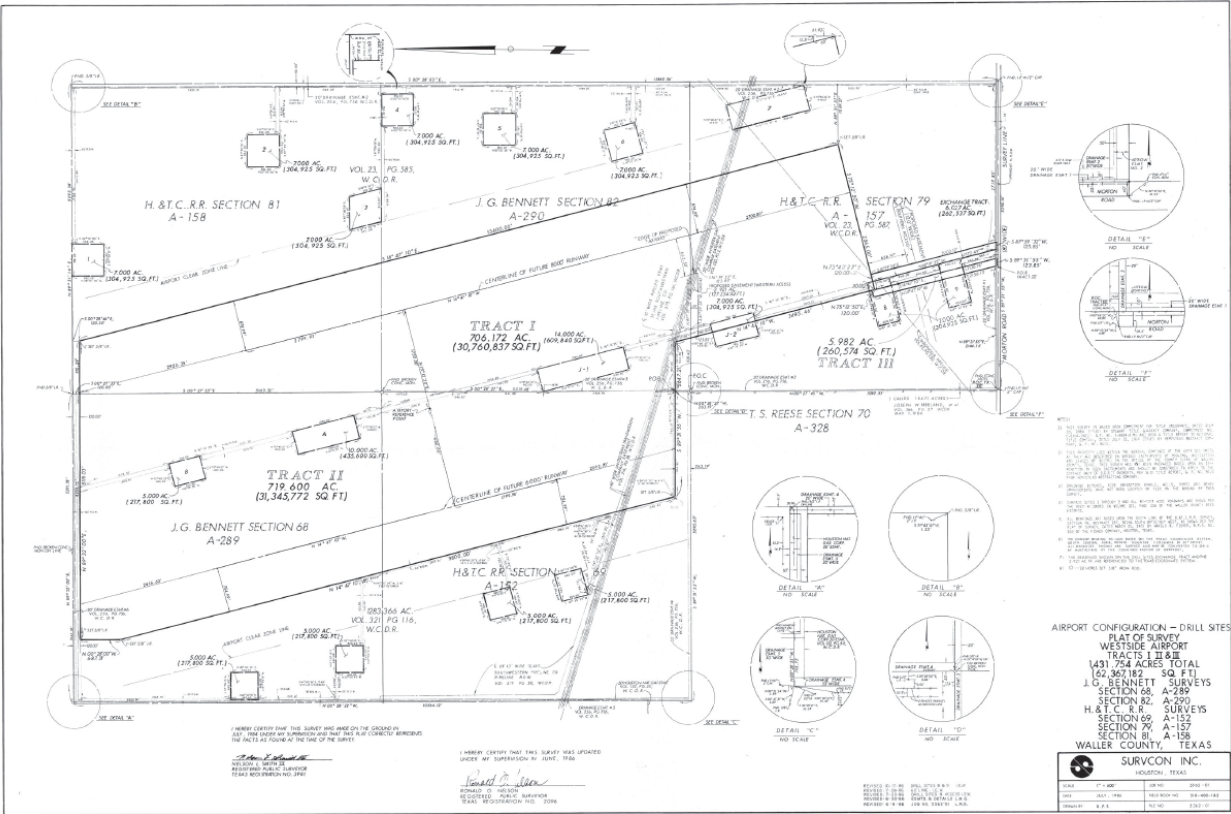


EXHIBIT "C-1"
TO SPECIAL WARRANTY DEED

UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT PERMIT NO. 21948

(to be attached)

EXHIBIT "C-2"
TO SPECIAL WARRANTY DEED

UNITED STATES ARMY CORPS OF ENGINEERS
SECTION 404 OF THE CLEAN WATER ACT
PERMIT NO. 21948(01)

(to be attached)

EXHIBIT "C-3"
TO SPECIAL WARRANTY DEED

WESTSIDE MITIGATION SITE
SITE LAYOUT MAP
JUNE 6, 2005

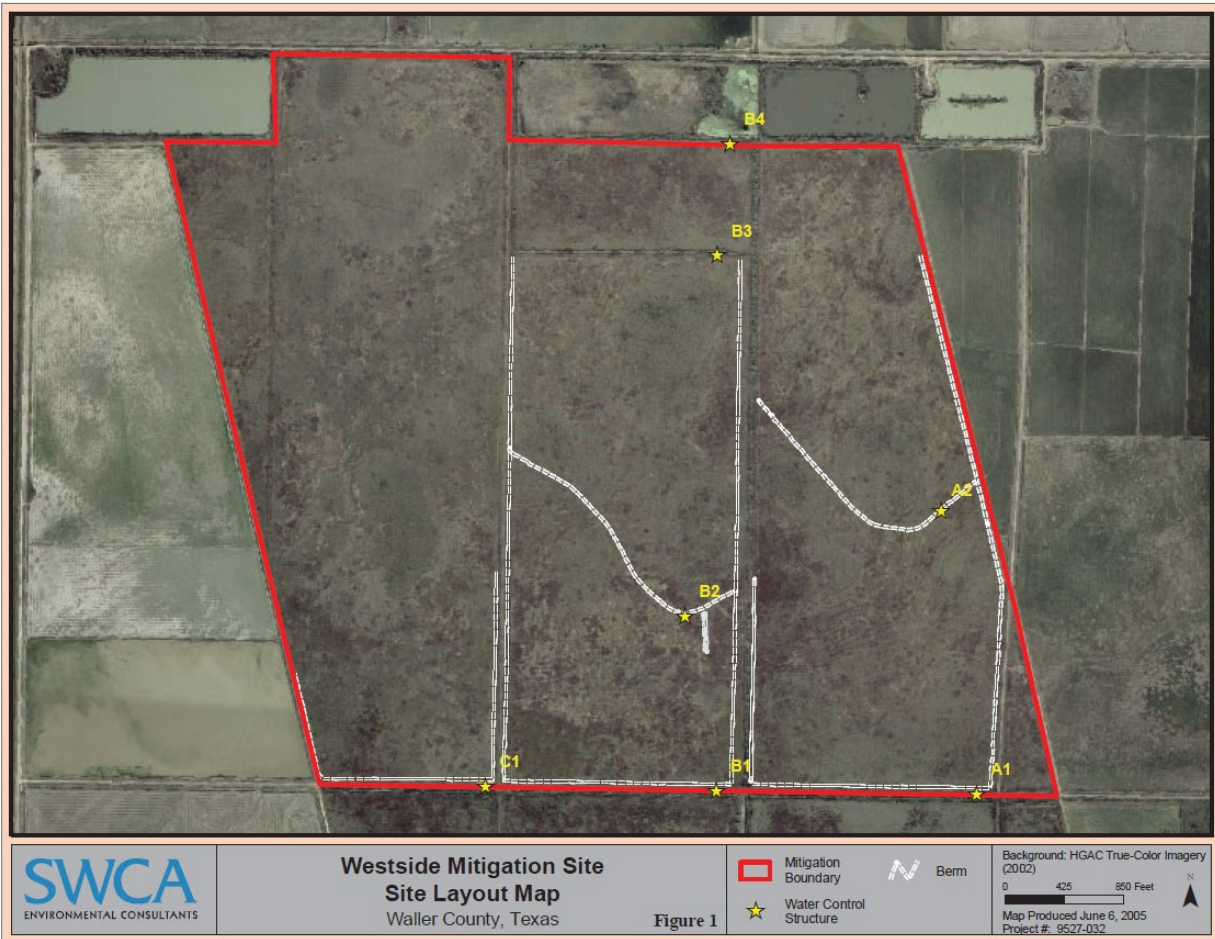


EXHIBIT "D"
TO SPECIAL WARRANTY DEED



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

August 25, 2014

Compliance Branch

SUBJECT: Department of the Army (DA) Permit SWG-2000-02727 (Formerly DA Permit 2194801); Houston Airport System, Compliance Inspection, George Bush Intercontinental Airport (IAH), Harris County, Texas

Carlos Ortiz, Assistant Director
Houston Airport System
Environment and Land Use Section
16960 John F. Kennedy Boulevard
Houston, Texas 77032

Dear Mr. Ortiz:

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If you have questions concerning this matter, please reference file number **SWG-2000-02727** and contact Ms. Alicia Rea at the letterhead address or by telephone at 409-766-3995. To assist us in improving our service to you, please complete the survey found at <http://per2.nwp.usace.army.mil/survey.html>. If you would prefer a hard copy of the survey form, please let us know, and one will be mailed to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Jaynes".

Kenny Jaynes
Chief, Compliance Branch

EXHIBIT "E"
TO SPECIAL WARRANTY DEED
"PERMITTED ENCUMBRANCES"
(to be attached)

EXHIBIT "E"
TO SPECIAL WARRANTY DEED

NON-FOREIGN AFFIDAVIT

(Pursuant to 26 U.S.C. § 1445 & Treas. Reg. § 1.1445-2(b)(2)(iii))

Date: _____, 2025

Transferor: City of Houston, a municipal corporation

Transferor's Address: P. O. Box 1562, Houston, TX 77002

Transferor's U.S. Taxpayer
Identification Number: 74600-1164

Transferee: **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city situated in Harris, Fort Bend and Montgomery Counties, Texas

Property: Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

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Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that the withholding of tax is not required upon my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a non-resident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both. Under penalties of perjury, I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct and complete.

CITY OF HOUSTON, TEXAS

Jim Szczesniak
Director, Houston Airport System

(CORPORATE ACKNOWLEDGMENT)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Jim Szczesniak, Director, Houston Airport System of City of Houston, Texas on behalf of said entity.

Notary Public — State of Texas

My commission expires: _____, 2025

(seal)

An original, fully executed copy of this Agreement has been received by the Title Company.

Print Name: _____

Title: _____