

**PORT OF GALVESTON  
REQUEST FOR DISCUSSION AND  
TRUSTEES ACTION**

**BUSINESS  
ITEM**

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**PREPARED BY:** Julio DeLeon                      Director of Mobility                      July 22, 2021

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**SUBJECT:** Consider and Approve an Amendment to the Contract to Purchase 3.1 Acres of Land in Galveston, Texas

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**BACKGROUND:** The Board of Trustees previously approved the purchase of an estimated 3.1 AC of land for the sum of \$1,585,000.00.

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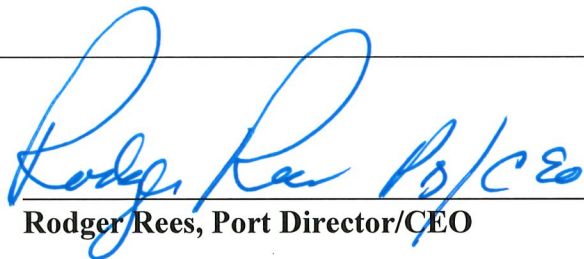
**ADDITIONAL INFORMATION ATTACHED:**                      No \_\_\_\_\_                      Yes \_\_\_\_\_

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**RECOMMENDATIONS:** The Board of Trustees is respectfully requested to approve an amendment to the terms of the purchase of this land.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Rodger Rees, Port Director/CEO**

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**DATE ACTION TAKEN:** \_\_\_\_\_

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

## AMENDMENT TO PURCHASE AND SALE AGREEMENT

This agreement (the "Amendment") is entered into by and between **JD'S LAND INVESTMENTS, INC.**, a Texas corporation (hereinafter referred to as "Seller"), and the **BOARD OF TRUSTEES OF THE GALVESTON WHARVES**, a separate utility of The City of Galveston ("Purchaser").

WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement dated June 25, 2021 (the "Agreement"), under the terms of which Seller sold to Purchaser certain property in the City of Galveston, Galveston County, Texas; and

WHEREAS, Seller and Purchaser would like to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of \$10 and other valuable consideration, the parties mutually agree as follows (any capitalized word not otherwise defined in this Agreement has the meaning given to it in the Agreement):

1. Section 2. of the Agreement is deleted in its entirety and the following language is substituted in its place:

2. **Purchase Price.** The purchase price (hereinafter referred to as the "Purchase Price") shall be the sum of ONE MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND NO CENTS (\$1,585,000.00) which shall be payable as follows:

A. Purchaser shall deliver to Stewart Title Insurance Company (hereinafter referred to as the "Title Company") acting as Escrow Agent, the sum of FIFTY THOUSAND DOLLARS and NO CENTS (\$50,000.00) as earnest money within three (3) business days of the full execution and delivery of this Agreement (the date of full execution and delivery of this Agreement is hereinafter referred to as the "Effective Date").

B. On or before the Closing Date, as hereinafter defined, Purchaser shall deposit with Escrowee the sum of ONE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$1,535,000.00) DOLLARS plus or minus any prorations and closing costs.

2. Section 3. of the Agreement is deleted in its entirety and the following language is substituted in its place:

3. **Closing.** Subject to the conditions precedent contained in this Agreement the transactions contemplated by this Agreement shall be

consummated (hereinafter referred to as the "Closing") by means of a Special Warranty Deed and money escrow closing (hereinafter referred to as the "Closing Escrow" at the offices of the Title Company, located at 222 Kempner Street, Galveston, Texas 77550, at 2:00 p.m. Central Time on a date (hereinafter referred to as the "Closing Date") which is the earlier to occur of: (i) a date designated by not less than five (5) days prior notice from Purchaser to Seller; or (ii) July 28, 2021; provided that Unpermitted . The parties agree that Closing can occur by delivery of the closing documents and the Purchase Price to the Title Company pursuant to written instruction letters which are not inconsistent with the terms of this Agreement and that the parties do not have to physically attend the Closing. At the Closing Seller agrees to convey title to Purchaser or its assignee by Special Warranty Deed subject only to the Permitted Exceptions, as hereinafter defined, upon confirmation of receipt of the Purchase Price by the Escrow Agent and Seller shall deliver exclusive possession of the Project subject only to the Permitted Exceptions to Purchaser or its assignee on the Closing Date.

3. Section 7. of the Agreement is deleted in its entirety and the following language is substituted in its place:

7. **Documents to be Delivered by Purchaser at Closing.** At or prior to the Closing, Purchaser shall deliver the following:

A. the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, in immediately available wire transferred funds to Escrow Agent, it being agreed that the Earnest Money shall be applied towards payment of the Purchase Price.

B. Duly executed counterparts of the Assignment and Assumption and Closing Statement.

C. Such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

D. Such affidavits as may be customarily and reasonably required by the Title Company, in a form reasonably acceptable to Purchaser.

E. Such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4. Section 12. of the Agreement is deleted in its entirety and the following language is substituted in its place:

12. **Closing Costs.** All title charges and expenses of or relating to the Title Policy and the Survey and one-half of any escrow charges shall be paid by Seller. Any transfer tax imposed, the costs and expenses of Purchaser's inspection of the Project, all recording and filing charges, and one-half of any escrow charges shall be paid by Purchaser. Purchaser shall also be responsible for costs associated with purchasing a Title Policy for the Lender/Seller. Each party shall be responsible to pay their own attorneys' fees.

5. Exhibit E Real Estate Lien Note and Exhibit F Deed of Trust shall be deleted from the Agreement and the list of Exhibits shall be deleted and the following language is substituted in its place:

**EXHIBITS:**

Exhibit A - Legal Description of Land

Exhibit B - Special Warranty Deed

Exhibit C - Bill of Sale

Exhibit D - General Assignment

6. Except as expressly amended herein, terms of the Agreement remain in full force and effect.

**EFFECTIVE** as of July 27, 2021.

[SIGNATURES CONTINUED ON NEXT PAGE]

**SELLER**

**JD'S LAND INVESTMENTS, INC.**

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

**PURCHASER**

**BOARD OF TRUSTEES OF  
THE GALVESTON WHARVES**

By: \_\_\_\_\_  
Rodger E. Rees  
Port Director/CEO

Approved as to form:

\_\_\_\_\_  
Anthony P. Brown,  
Legal Counsel to the Board of Trustees  
of the Galveston Wharves