A RESOLUTION

AUTHORIZING EXECUTION OF AGREEMENTS WITH SUN REFINING & MARKETING COMPANY, EMI OIL CORPORATION AND INDUSTRIAL LUBRICANTS COMPANY FOR THE PURCHASE AND SUPPLY OF LUBRICANTS.

WHEREAS, the MTA competitively solicited bids for the purchase of lubricants; and

WHEREAS, the MTA received fourteen (14) bid responses; and

WHEREAS, Sun Refining & Marketing Company was the lowest responsive and responsible bidder for Engine Oil; and

WHEREAS, EMI Oil Corporation was the lowest responsive and responsible bidder for Transmission Fluid, Hypoid Gear Lubricants and Lubricating Grease; and

WHEREAS, Industrial Lubricants Company was the lowest responsive and responsible bidder for Steering Fluid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is authorized to execute and the Assistant Secretary to attest to an agreement with Sun Refining & Marketing Company for the purchase and supply of Engine Oil through February 28, 1983.

Section 2: The Executive Director is authorized to execute and the Assistant Secretary to attest to an Agreement with EMI Oil Corporation for the purchase and supply of Transmission Fluid, Hypoid Gear Lubricant and Lubricating Grease through February 28, 1983.
Section 3: The Executive Director is authorized to execute and the Assistant Secretary to attest to an Agreement with Industrial Lubricants Company for the purchase and supply of Steering Fluid through February 28, 1983.

Section 4: The total contract amount shall be $169,500.00 for Sun Refining & Marketing Company; $137,980.00 for EMI Oil Corporation and $3,060.00 for Industrial Lubricants Company, plus any increase resulting from price escalation clauses contained in the contract documents and/or MTA's actual usage beyond that estimated in the MTA's solicitation for the projects.

Section 5: This resolution shall be effective immediately upon its passage.

PASSED this 24th day of February, 1982
APPROVED this 24th day of February, 1982

[Signature]
Daniel C. Arnold, Chairman of the Board

ATTEST:
[Signature]
Assistant Secretary

APPROVED AS TO SUBSTANCE:
[Signature]
S. A. Caria, Executive Director

APPROVED AS TO FORM:
[Signature]
Dennis Gardner, Legal Counsel
RESOLUTION NO. 82-11

A RESOLUTION

AUTHORIZING EXECUTION OF AN AGREEMENT WITH EMI OIL CORPORATION FOR THE PURCHASE AND SUPPLY OF UNLEADED GASOLINE FUEL.

WHEREAS, the MTA competitively solicited bids for the purchase of unleaded gasoline fuel; and

WHEREAS, the MTA received five (5) bid responses; and

WHEREAS, EMI Oil Corporation was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is authorized to execute and the Assistant Secretary to attest to an agreement with EMI Oil Corporation for the purchase and supply of unleaded gasoline for a period of two (2) years from the date of execution of a contract, or until February 28, 1984.

Section 2: The total annualized contract amount shall be an estimated $125,000 plus any increase resulting from the price escalation clauses contained in the contract document and/or MTA's actual usage beyond that estimated in the MTA's solicitation for this project.
RESOLUTION NO. 82-11

Section 4: This resolution shall be effective immediately upon its passage.

PASSED this 24th day of February, 1982
APPROVED this 24th day of February, 1982

Daniel C. Arnold, Chairman of the Board

ATTEST:

Marilee Wood
Assistant Secretary

APPROVED AS TO SUBSTANCE:

S. A. Caria, Executive Director

APPROVED AS TO FORM:

Dennis Gardner, Legal Counsel
A RESOLUTION

RECOMMENDING FORMAL APPROVAL OF CITY OF HOUSTON PLANS AND SPECIFICATIONS FOR FIRST PHASE CONSTRUCTION OF THE WESTPARK STREET IMPROVEMENT PROJECT; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO DEPOSIT AN AMOUNT EQUAL TO 55% OF THE LOW BID INTO A SPECIAL JOINT PROJECT ACCOUNT.

WHEREAS, on December 26, 1979, the City of Houston and the Metropolitan Transit Authority entered into a "Mass Transportation Improvement Projects Agreement" which provides a mechanism for joint investment in capital improvement project of mutual benefit to both governmental units; and

WHEREAS, Westpark Street was formally designated as the first joint City/Metropolitan Transit Authority project; and

WHEREAS, on November 26, 1980, the Metropolitan Transit Authority concurred in the City of Houston recommendation to enter into the design phase of the Westpark Street Project; and

WHEREAS, the first of a series of construction bid packages for the Project has been completed; and

WHEREAS, this package has been reviewed and approved for technical sufficiency by Metro staff; and

WHEREAS, pursuant to the terms of the joint project agreement, METRO is responsible for 55% of the construction cost of the designated project currently estimated at $10,080,545, with such final cost to be established after an apparent low bidder is identified; and

WHEREAS, under Article 7 of the joint agreement, formal Metro Board approval is required before City Council will authorize bid advertisement and award.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The plans, specifications, schedule and estimate for Contract No. 1, Box Culvert, of the Westpark Street Project be formally approved.

Section 2: The Executive Director be authorized to deposit an amount equal to 55% of the Construction Cost into an account which the City shall maintain within twenty (20) days of receipt of notice by the Director of Public Works of an apparent low bidder.
Section 3: Any earnings accrued from investment of said account shall be attributed to Metro in proportion to the amount theretofore paid in by Metro, less withdrawals for payment of construction costs.

Section 4: Funds are available under Capital Budget Line Item 9050.20 (MTA Joint Governmental Projects).

Section 5: This Resolution shall be effective immediately upon its passage.

PASSED this 24th day of February, 1982
APPROVED this 24th day of February, 1982

Daniel C. Arnold, Chairman of the Board

ATTEST:

[Signature]
Secretary

APPROVED AS TO SUBSTANCE:

[Signature]
S. A. Caria, Executive Director

APPROVED AS TO FORM:

[Signature]
Johnathan Day, Legal Counsel
RESOLUTION NO. 82-13

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH THE CITY OF NASSAU BAY, TEXAS, FOR THE USE OF THE ROADS AND STREETS IN NASSAU BAY, TEXAS, FOR THE CLEAR LAKE SHUTTLE SERVICE

WHEREAS, the MTA desires to provide community-based paratransit service on a demonstration basis in the southeastern portion of its service area to be known as the Clear Lake Shuttle Service; and

WHEREAS, the most satisfactory route structure for the Clear Lake Shuttle service to accommodate the requirements of the communities participating in the MTA in the Clear Lake area pass through the city of Nassau Bay, Texas, a non-MTA area; and

WHEREAS, the MTA Enabling Act, TEX.REV.CIV.STAT.ANN. art. 1118x § 6q (Vernon's Supp. 1982), authorizes the MTA to contract with any city, county or other political subdivision for the MTA to provide public transportation services to any area outside the boundaries of the MTA; and

WHEREAS, the city of Nassau Bay has authorized such a service contract; and

WHEREAS, the MTA will benefit from the use of the streets and highways within the city of Nassau Bay in exchange for providing passenger pick-up and discharge within the city of Nassau Bay;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS:

Section 1. That the Executive Director is authorized to enter into a service agreement with the city of Nassau Bay, Texas, wherein the city grants to the MTA the right to operate
on the streets of the city and the MTA agrees to pick-up and discharge passengers within the city.

   Section 2. That this Resolution shall be effective upon the date of its passage.

   PASSED this 24th day of February, 1982.
   APPROVED this 24th day of February, 1982.

   Daniel C. Arnold
   Chairman of the Board

   ATTEST:

   Michelle Wood
   Assistant Secretary

   APPROVED AS TO SUBSTANCE:

   S. A. Cady
   Executive Director

   APPROVED AS TO FORM:

   Dennis C. Gardner
   Legal Counsel
A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LICENSE AGREEMENT WITH HOMART DEVELOPMENT CO. FOR USE BY MTA VEHICLES FOR TRANSIT PURPOSES OF PRIVATE STREETS AND PARKING AREAS OF BAYBROOK MALL SHOPPING CENTER

WHEREAS, the Clear Lake area shuttle service scheduled to commence on or about March 15, 1982, would be facilitated by the use of the interior streets and parking areas of the Baybrook Mall Shopping Center; and

WHEREAS, the interior streets and parking areas of the Baybrook Mall Shopping Center are privately owned by the Homart Development Co.; and

WHEREAS, the Homart Development Co. has expressed willingness to grant the MTA a license to use the interior streets and parking areas of the shopping center for pick-up and discharge of passengers at no cost to the MTA;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS:

Section 1. That the Executive Director be and is hereby authorized to enter into a License Agreement with Homart Development Co. for use by MTA vehicles for transit purposes of the private streets and parking areas of the Baybrook Mall Shopping Center.

Section 2. That this Resolution shall be effective immediately upon passage.

PASSED this 24th day of February, 1982.

APPROVED this 24th day of February, 1982.

ATTEST:

[Signature]
Secretary

[Signature]
Daniel C. Arnold, Chairman of the Board
RESOLUTION NO. 82-14

APPROVED AS TO SUBSTANCE:

S. A. Caria
Executive Director

APPROVED AS TO FORM:

Dennis C. Gardner
Legal Counsel
A RESOLUTION

AUTHORIZING EXECUTION BY THE EXECUTIVE DIRECTOR OF AN EARNEST MONEY CONTRACT/PURCHASE AGREEMENT FOR THE SPRING PARK & RIDE WITH CHARTER FINANCIAL GROUP, INC.

WHEREAS, Metro advertised for proposals for a park and ride lot on October 14, 1981; and

WHEREAS, The Charter Financial Group, Inc. submitted the proposal which best responds to the specific requests and meets the needs of the Authority; and

WHEREAS, pursuant to the terms of the request for proposals, Metro staff has negotiated an Earnest Money Contract/Purchase Agreement in the form attached hereto with Charter Financial Group, Inc.; and

WHEREAS, Metro has met the notice and posting requirements of its statutory and Board approved procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Earnest Money Contract Purchase Agreement by and between the Metropolitan Transit Authority and Charter Financial Group Inc., in the form attached hereto be approved.

Section 2: Funds are available under Capital Budget Line Item 9030.00 Park and Ride Facilities, in the Metro FY 1981-82 capital budget to cover the maximum amount payable of $3,665,000.00 under such Earnest Money Contract/Purchase Agreement, and $3,665,000.00 is hereby allocated from such funds for the purchase of the Subject Property under such Earnest Money Contract/Purchase Agreement.

Section 3: The Executive Director be authorized to execute, and the Assistant Secretary to attest to, the attached Earnest Money Contract/Purchase Agreement.

Section 4: The Executive Director be authorized to take all necessary action on behalf of Metro to close without further Board action upon his satisfaction that the terms and conditions of the Earnest Money Contract/Purchase Agreement have been met.

Section 5: The maximum amount payable by the Metropolitan Transit Authority under the attached Earnest Money Contract/
Purchase Agreement is $3,665,000.00, and incidental costs of closing as provided therein.

Section 6: This Resolution shall be effective immediately upon its passage.

PASSED this 24th day of February, 1982
APPROVED this 24th day of February, 1982

Daniel C. Arnold, Chairman of the Board

ATTEST:

Mary C. Jones
Secretary

APPROVED AS TO SUBSTANCE:

S. A. Caria, Executive Director

APPROVED AS TO FORM:

Johnathan Day, Legal Counsel
EARNED MONEY CONTRACT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This contract made and entered into by and between
CHARTER FINANCIAL GROUP, INC., a Texas corporation ("Seller") and
METROPOLITAN TRANSIT AUTHORITY, a governmental body politic and
corporate ("Purchaser").

1. PROPERTY. Seller hereby agrees to sell and convey to
Purchaser and Purchaser hereby agrees to purchase from Seller,
for the consideration, upon the terms and conditions, and subject
to the covenants stated and set forth herein, a certain 10.6 acre
tract of land, more or less, in the Benjamin Barrow and Manuel
Tarin Surveys, Harris County, Texas, as more particularly de-
scribed by metes and bounds on Exhibit "A" attached hereto for
all purposes, together with all improvements required hereby
including those described in, "Standard Specifications for Site
Development and Construction of Metro Park-&-Ride Facilities"
(attached hereto and made a part hereof) (both the tract of land
and improvements constructed or to be constructed pursuant to the
plans and specifications described above, herein called the
"Subject Property"), and all right, title and interest of Seller
as the owner of the Subject Property in and to all roads, ease-
ments, streets and ways, over, across, along, in, upon, bounding
or to be bounding the Subject Property and all rights of ingress
and egress to the Subject Property.

2. PURCHASE PRICE. The total consideration (the "Purchase
Price") to be paid by Purchaser to Seller for the conveyance of
the Subject Property shall be the sum of THREE MILLION SIX
HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($3,665,000.00)
which sum shall be payable by Purchaser to Seller in cash at the
closing as hereinafter defined. On or before ten (10) days after
Purchaser has received written notice from Stewart Title Company
("Title Company") that a fully executed copy of this Contract has
been delivered to and received by Title Company at its offices
located at 2200 West Loop South, Houston, Harris County, Texas,
Purchaser shall deposit with the Title Company the sum of One
Thousand and No/100 Dollars ($1,000.00) as earnest money (the
"Earnest Money"). Should the terms of this Contract be carried
out and the transaction contemplated hereby closed, the Earnest
Money shall be applied to the Purchase Price at the closing.
3. **SURVEY.** Within forty-five (45) days from the Effective Date (as hereinafter defined) hereof, Seller shall furnish to Purchaser and Title Company, at Seller's sole cost and expense, a field note description and an on-the-ground staked survey (the "Survey") of the Subject Property, such field note description and Survey to be prepared by a licensed land surveyor acceptable to Title Company for the purpose of deleting from the Owner's Policy of Title Insurance provided for herein the standard exception relating to discrepancies in boundaries and encroachments. The Survey shall be reproducible and shall reflect the location of all improvements, streets, easements, rights-of-way, building lines, water and sewer lines, gas and electric lines and the size and capacity of said utility lines, if any, applicable to the Subject Property. The Survey shall also contain a statement on the face thereof as to whether the Subject Property lies within a flood plain or flood prone area or a flood plain area having special flood hazards or a flood way (as those terms are defined in the Regulations of Harris County, Texas for Flood Management, as amended) of any body of water as of the date of the Survey. If such Survey reflects that any portion of the Subject Property lies within a flood plain, flood prone area, a flood plain area having special flood hazards or a flood way, Seller shall provide land fill so that any paved area or other improvements, other than fences and certain facilities designed to facilitate drainage, of the Subject Property will be at an elevation at or above the 100-year flood plain or flood prone area or flood plain area having special flood hazards or a flood way, which elevations have been established by the Harris County Engineer's Office. Not later than five (5) days prior to the closing, Seller agrees to furnish to Purchaser and Purchaser agrees to accept from Seller a completion survey (the "Final Survey") based on the Survey provided such Final Survey shall be reproducible, shall contain the form of certification shown on the Survey, shall show the location and dimensions of all improvements and all easements, rights-of-way and building set back lines, if any, and shall reflect no encroachments on the land or overlapping of improvements on adjacent property.

4. **TITLE AND TITLE POLICY.** Seller agrees to furnish to Purchaser, at the closing, at Seller's sole cost and expense, an Owner's Policy of Title Insurance ("Owner's Policy") issued by Title Company, guaranteeing to Purchaser in the full amount of the Purchase Price, good and indefeasible title to the Subject Property subject to, and with no exceptions other than those set forth in Exhibit "B" attached hereto and made a part hereof, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided that (i) the exception as to restrictive covenants shall be endorsed "none of record"; (ii) the exception as to encroachments and boundary lines shall be
deleted except as to "shortages in areas"; and (iii) the exception to liens for taxes for the year of closing and subsequent years and subsequent assessments for prior years due to change in land usage and ownership shall be endorsed "not yet due and payable."

Within fifteen (15) days from the Effective Date hereof, Seller agrees to obtain and furnish to Purchaser an Owner's Title Policy Commitment ("Commitment") together with legible copies of all documents referred to therein as exceptions to title ("Title Documents"). If the Commitment contains additional objections or exceptions to title which would cause Title Company to be unwilling to issue the Owner's Policy in the form provided for in the paragraph next above (except for any existing mortgage liens which are to be released at closing), Purchaser shall have a period of ten (10) days to notify Seller in writing of Purchaser's objections to such additional matters. Seller shall have a period of twenty (20) days after receipt of written notification from Purchaser within which to cure such defects or to eliminate such objections; provided, however, that Seller shall not be obligated to institute any legal proceedings to so cure such defects or objections. If such title objections are not cured by Seller within said twenty (20) day period, (a) Purchaser shall have the option of terminating this Contract by giving Seller written notice of termination, and, in such event, the Earnest Money shall be returned to Purchaser, and, thereupon, Seller and Purchaser shall be released and relieved of further obligations, liabilities or claims hereunder; or (b) Purchaser shall have the right to waive any such title objections, defects, or encumbrances and elect to proceed to close the transaction contemplated hereby in accordance with the terms hereof, and accept the Deed and Owner's Policy herein provided for subject to such additional title objections, defects or encumbrances so waived by Purchaser. Purchaser must elect under either (a) or (b) next above within five (5) days after the end of said twenty (20) day period. If Purchaser fails to notify Seller of its election under either (a) or (b) next above prior to the expiration of said five (5) day period, then Purchaser shall be deemed to have elected under (b). Any matters so waived by Purchaser shall be excepted in the warranty in the deed to Purchaser and from the Owner's Policy to be furnished to Purchaser at closing.

5. CLOSING DATE AND DOCUMENTS. The transaction for the sale and purchase of the Subject Property shall be closed at the office of Title Company within six (6) months from the Effective Date hereof ("Closing Date") which Closing Date can be extended by written agreement executed by Purchaser and Seller. Seller shall not be deemed to be in default hereunder and reasonable
time extensions will be granted for failure to complete construction of the improvements in accordance with the plans and specifications described herein for reasons beyond Seller's reasonable control, including but not limited to, fire, war, adverse weather conditions, acts of God, labor strikes, or material shortages for which there are no reasonable substitutes. In no event will the closing be later than thirty (30) days after the completion of the construction of the improvements according to the plans and specifications for same and the terms and conditions hereof, and the tender of the Subject Property by Seller to Purchaser. At the closing, Seller agrees to deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, a duly executed and acknowledged General Warranty Deed (the "Deed") in the form of Exhibit "C" attached hereto and made a part hereof containing a description of the Subject Property by the metes and bounds survey field notes prepared by the licensed surveyor who conducts the Survey. The Deed shall convey the Subject Property to the Purchaser free and clear of all liens, claims, reservations, restrictions, easements, rights-of-way and encumbrances except those matters specifically set forth in Exhibit "B" and any matters waived by Purchaser in accordance with the terms of Paragraph 4 above.

In addition, Seller shall cause the Title Company to furnish to Purchaser, at Seller's sole cost and expense, the Owner's Policy in the full amount of the Purchase Price, guaranteeing good and indefeasible title to the Subject Property in Purchaser, subject only to those matters set forth in Exhibit "B" or expressly waived by Purchaser.

Purchaser and Seller agree to execute and deliver at closing such other documents as are reasonably necessary to consummate this transaction, including without limitation, closing statement, bills paid affidavit and waiver of inspection forms required by Title Company.

Seller shall pay for tax certificates, the Survey, the Final Survey, the Owner's Policy, recordation of the Deed, and any other closing costs normally paid by sellers in Harris County, Texas. The escrow fee of Title Company shall be paid one-half by each of the parties and each party shall pay its own attorneys' fees.

6. TAXES. Seller shall furnish to Purchaser at the closing tax certificates from all ad valorem taxing authorities having jurisdiction over the Subject Property showing all ad valorem taxes assessed against the Subject Property to have been paid for all years up to and including 1981. Any ad valorem taxes assessed against the Subject Property for the year of closing shall be prorated between Seller and Purchaser as of the
date of closing of the Subject Property, and Purchaser shall assume payment of all such ad valorem taxes for the year of closing and subsequent calendar years, if any.

If tax statements are not available for the year of closing then such proration shall be estimated and made on the basis of the tax statements for the preceding calendar year. In the event it is later determined that the estimated tax figures used in making such proration at closing were inaccurate, then appropriate adjustments shall be made between the parties at such time as the actual amount of ad valorem taxes assessed against the Subject Property for the year of closing shall have been finally determined and such remittance as is necessary to adjust the proration to the actual ad valorem taxes shall be promptly made by the party to whom inaccurate credit shall have been allowed. The provisions of this Paragraph 6 hereof shall survive the closing of the transaction contemplated by this Contract.

7. COMMISSIONS. Both Purchaser and Seller hereby represent and warrant that they have not employed any agents or brokers in connection with this transaction and each agrees to hold the other harmless from the claims of any broker or agent claiming by, through or under such indemnifying party. The agreements of Seller and Purchaser contained in this Paragraph 7 hereof shall survive the closing of the transaction contemplated by this Contract.

8. DEFAULT BY SELLER. If Seller fails to consummate the conveyance of the Subject Property for any reason except (i) Purchaser's default hereunder or (ii) Seller's failure or inability to cure additional defects or objections to title not waived by Purchaser, then Purchaser may, at Purchaser's option, either (a) enforce specific performance of this Contract, with exception from the warranty in the Deed to Purchaser and from the Owner's Policy for any additional objections or exceptions to title not cured or corrected by Seller, or (b) terminate this Contract, whereupon the Earnest Money shall be returned to Purchaser and thenceforth neither Seller nor Purchaser shall have any further obligations hereunder.

9. DEFAULT BY PURCHASER. If Purchaser fails to consummate the transaction for the sale and purchase of the Subject Property contemplated herein within the time herein provided for any reason except (i) Seller's default hereunder, or (ii) Seller's failure or inability to cure additional defects or objections to title not waived by Purchaser, then Seller may either (a) terminate this Contract, whereupon the Earnest Money shall be paid to Seller as liquidated damages resulting to Seller from Purchaser's
breach of this Contract, and upon receipt of such Earnest Money by Seller, this Contract shall be null and void, and neither Seller nor Purchaser shall have any further obligations hereunder, or (b) enforce specific performance of this Contract.

It is stipulated between the parties that in view of the difficulty of ascertaining the actual damages resulting to Seller from a breach of this Contract by Purchaser under option (a) above, the Earnest Money is agreed to as liquidated damages to compensate Seller for any loss incurred by Seller as a result of any such breach by Purchaser.

In order to assure Seller that Purchaser will not arbitrarily refuse to close, Purchaser, by its Executive Director or his designee, will make occasional visits to the Subject Property during any construction, which upon forty-eight hours' notice by Seller will include upon completion of underground work, paving, and shelter improvements, and thereafter within forty-eight hours of each visit notify Seller of any obvious defects and violations of the plans and specifications described herein, which would prevent completion of work in substantial compliance with the plans and specifications, as may be observed by Purchaser. Such notification shall not be deemed to constitute approval of the work performed to date and shall not in any way constitute approval of, or management of, Seller's construction activities, but shall be limited to reporting of obvious problems, which, if uncorrected by Seller, might affect Purchaser's willingness to close because of Seller's non-compliance with the plans and specifications described herein.

10. CONDITIONS TO CLOSING. It is agreed that the purchase of the Subject Property is expressly made contingent on the construction of the improvements and the completion of all off-site work, all in accordance with the plans and specifications described herein. Purchaser's execution of this Contract constitutes its receipt and approval of the preliminary schematics and specifications initialed by Seller and Purchaser for identification, and attached hereto and made a part hereof for all purposes. After the approval of all required governmental bodies, Seller shall submit to Purchaser, for Purchaser's approval, final plans and specifications showing the design and proposed location of the parking lot and facilities, including signs, markings and shelter improvements. Purchaser, by its Executive Director or his designee, shall approve or disapprove such final plans and specifications in writing within ten (10) working days of receipt of the final plans and specifications, which approval will not be unreasonably withheld. The failure to respond within such time shall constitute approval. It is also
agreed that the purchase of the Subject Property is expressly made contingent on the placement of not less than 1241 full-size parking stalls on the lot.

11. MISCELLANEOUS. Words of any gender used herein shall be held and construed to include any other gender and words in singular number shall be held to include the plural and vice versa, unless their context requires otherwise.

The captions used in connection with the paragraphs of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained herein, or to be used in interpreting the meanings and provisions hereof.

This Contract shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Harris County, Texas.

In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

All references in this Contract to "Effective Date hereof" or similar references shall be deemed to refer to the date set out in Paragraph 18 for Seller and Purchaser to have executed this Contract and deposited at least one counterpart hereof with Title Company.

This Contract constitutes the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or oral, between the parties concerning the Subject Property.

The terms and provisions of this Contract shall inure to, extend to and be for the benefit of the successors and assigns of the respective parties hereto, but Purchaser shall not assign this Contract or any interest herein without Seller's prior written consent, which shall not be unreasonably withheld or delayed, except to any interim construction lender of Seller which will assume the obligations under this Contract.

12. TIME OF ESSENCE. Time is of the essence to both Seller and Purchaser in the performance of this Contract, and they have agreed that strict compliance by both of them is required as to any date set out herein. If the final day of any period of time
set out in any provision of this Contract falls upon a Saturday or Sunday or a legal holiday under the laws of the State of Texas, then and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

13. **NOTICES.** For the purpose of giving any notice required, permitted or desired under this Contract, the addresses of the parties hereto shall be as follows:

**Seller:**
Mr. Jon A. Vogler  
Vice-President  
3050 South Post Oak  
Suite 1600  
Houston, Texas 77056

**Purchaser:**
Executive Director  
Metropolitan Transit Authority of Harris County  
401 Louisiana Street  
Post Office Box 61429  
Houston, Texas 77208

**With copies to:**
Mr. Ronald H. Jacobe  
Butler, Binion, Rice, Cook & Knapp  
1100 Esperson Building  
Houston, Texas 77002

Notices hereunder shall be in writing and shall be considered effected by either personal delivery to the party to be notified or by depositing same in the United States mail by certified mail, postage prepaid and return receipt requested, bearing the address for notice provided herein. Any party hereto may change its address by giving the other party notice thereof as provided herein, except that notice of change of address shall not be effective unless received through certified mail by the other party. Notice shall be deemed received three (3) days after the same is deposited with the United States postal authority.

14. **SUCCESSORS AND ASSIGNS.** The terms and provisions of this Contract shall inure to, extend to and be for the benefit of the successors and assigns of the respective parties hereto.

15. **POSSESSION.** Seller shall deliver possession of the Subject Property to Purchaser on the date of closing.

16. **AVOWAL OF PARTIES.** No verbal or parol agreements pertaining to this Contract shall be binding on Seller or Purchaser, and Seller and Purchaser hereby agree that each has
carefully read this instrument and that the terms herein set out are satisfactory. This Contract shall not be altered, changed or amended except by instrument in writing, signed by the parties hereto.

17. INSPECTIONS. During the term of this Contract, Purchaser shall have the right, at Purchaser's sole expense and risk, to authorize its engineers and contractors to enter upon the Subject Property and inspect the construction and conduct soil tests, topographical surveys, foundation tests and feasibility studies on the Subject Property. Purchaser agrees to give Seller immediate notice (which notice may be oral) of any obvious defects or obvious deviations from the plans and specifications herein described which are revealed by such tests, surveys or studies. Purchaser shall indemnify and hold Seller harmless from any claims, liens, causes of action or liabilities resulting to Seller or any other party from Purchaser's entry upon or activities on the Subject Property prior to closing.

18. SURVIVAL OF OFFER. This Contract shall be null and void for all purposes if at least one counterpart hereto is not executed by Seller and Purchaser and deposited with Title Company prior to 5:00 p.m. on ________________, 1982.

EXECUTED by Seller on this ___ day of __________, 1982.

CHARTER FINANCIAL GROUP, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________

Executed this ___ day of ______________, 1982 for and on behalf of the Metropolitan Transit Authority ("MTA") pursuant to Resolution No. ______ of the Board of Directors, passed on the ___ day of ______________, 198 ______ and on file in the office of the Assistant Secretary of the MTA.
METROPOLITAN TRANSIT AUTHORITY

By: S. A. Caria, Executive Director

- PURCHASER -

ATTEST:

ASSISTANT SECRETARY

DIRECTOR OF FINANCE:
Funds Available

GENERAL COUNSEL:
Legal Sufficiency

W133R/F
ENDORSEMENT

The undersigned, __________________________, acknowledges receipt of the Earnest Money mentioned in the foregoing Earnest Money Contract in the sum of $1,000.00 and represented by check from Metropolitan Transit Authority.

The undersigned does not agree to pay any portion of said sum to any person, firm or corporation unless written authority is given to the undersigned by all parties whose signatures appear on the foregoing Earnest Money Contract or their duly authorized agent, upon demand.

No other conditions, stipulations or obligations which may be set out in the foregoing Earnest Money Contract shall be binding on the undersigned if such be in conflict with the provisions of this endorsement.

STEWART TITLE COMPANY

By: ________________________________

DATED: ____________, 1982

Address: 2200 West Loop South
Houston, Texas  77002

WL33R/F
EXHIBIT "A"

TO EARNEST MONEY CONTRACT

A tract of land containing 10.6 acres out of that certain 18.51 acre tract of land, more or less, being out of the BENJAMIN BARROW AND MANUEL TARIN SURVEYS, in Harris County, Texas, and being out of and a part of the tract of land described as Share No. 2 of the H. W. Tautenhahn 909.38 acre tract deeded by Carl Tautenhahn by Deed dated March 19, 1940, from H. W. Tautenhahn and wife, Mary Tautenhahn, recorded in Volume 1174, Page 541 of the Deed Records of Harris County, Texas, and being out of a part of the 170.43 acre tract in which a one-half (1/2) undivided interest herein was conveyed to C. H. Tautenhahn, Jr., by Deed dated January 10, 1954, from Carl Tautenhahn and wife, Marguerite Tautenhahn, recorded in Volume 2910, Page 167 of the Deed Records of Harris County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of Share No. 1 of 320.45 acres of land deeded to William P. Tautenhahn in the above mentioned Deed recorded in Volume 1174, Page 541 of the Deed Records of Harris County, Texas, as marked by an iron pipe in the North line of Bammel Road, where it intersects the Southwest line of the Benjamin Barrow Survey which line is also the Northeast line of the Manuel Tarin Survey;

THENCE South 81 degrees West along the North line of said Bammel Road, as fenced, 750 feet to the Southeast corner of five acres of land deeded to the said C. M. Tautenhahn, Jr., by Deed dated January 10, 1954, from Carl Tautenhahn and wife, Marguerite Tautenhahn, recorded in Volume 2910, Page 165 of the Deed Records of Harris County, Texas;

THENCE North 2 degrees 02 minutes East along the boundary line of said five acre tract a distance of 871.3 feet to the Northeast corner of said five acre tract;

THENCE South 81 degrees West along North Boundary line of said five acre tract to the Northwest corner thereof, which Northwest corner is in the boundary line between Share No. 2 deeded to Carl Tautenhahn and Share 3 deeded to Mrs. Elizabeth Mowrey by the above mentioned Deed recorded in Volume 1174, Page 541 of the Deed Records of Harris County, Texas;

THENCE North 2 degrees 02 minutes East 217.19 feet to a point for corner as marked by an iron pipe in the South line of FM 1960;
THENCE North 81 degrees East along the South line of FM 1960 a distance of 997.16 feet to an iron pipe for corner in the boundary line between Share No. 1 deeded to William P. Tautenhahn and Share No. 2 deeded to Carl Tautenhahn by the above mentioned Deed recorded in Volume 1174, Page 541 of the Deed Records of Harris County, Texas;

THENCE South 2 degrees 02 minutes West along the boundary line between the said Share No. 1 and Share No. 2 a distance of 115.22 feet to the PLACE OF BEGINNING, and containing 18.51 acres of land, more or less.

WL33R/G
EXHIBIT "B"
TO EARNEST MONEY CONTRACT

1. An unobstructed easement six (6) feet in width, located along the South line of the herein described property, for right of way for distribution lines as granted to Houston Lighting and Power Company in instrument recorded in Volume 5886, Page 409 of the Deed Records of Harris County, Texas.
EXHIBIT "C"
TO
EARNEST MONEY CONTRACT

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CHARTER FINANCIAL GROUP, INC., a Texas corporation ("Grantor"), for and in consideration of Ten Dollars ($10.00) and other good and valuable cash consideration to Grantor in hand paid by METROPOLITAN TRANSIT AUTHORITY, a governmental body politic and corporate ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, subject to the matters hereinafter set forth, the following described real property in Harris County, Texas, together with all improvements located thereon (the "Property"), to-wit:

10.6 acres, more or less, being out of the Benjamin Barrow and Manuel Tarin Surveys, Harris County, Texas, as more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is expressly made by Grantor and accepted by Grantee subject only to those matters listed on Exhibit "B" attached hereto and made a part hereof for all purposes, to the extent same are valid and enforceable against the Property.
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the Property, subject, however, as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED AND DELIVERED this the ___ day of ________, 1982.

CHARTER FINANCIAL GROUP, INC.,
a Texas corporation

By: ____________________________
Name: __________________________
Title: __________________________
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on __________, 1982, by ________________ of CHARTER FINANCIAL GROUP, INC., a Texas corporation, on behalf of said corporation.

__________________________
Notary Public in and for
The State of Texas

My commission expires:

__________________________
WL33R/I
EXHIBIT "A"
TO GENERAL WARRANTY DEED

A tract of land containing 10.6 acres out of that certain 18.51 acre tract of land, more or less, being out of the BENJAMIN BARROW AND MANUEL TARIN SURVEYS, in Harris County, Texas, and being out of and a part of the tract of land described as Share No. 2 of the H. W. Tautenhahn 909.38 acre tract deeded by Carl Tautenhahn by Deed dated March 19, 1940, from H. W. Tautenhahn and wife, Mary Tautenhahn, recorded in Volume 1174, Page 541 of the Deed Records of Harris County, Texas, and being out of a part of the 170.43 acre tract in which a one-half (1/2) undivided interest herein was conveyed to C. H. Tautenhahn, Jr., by Deed dated January 10, 1954, from Carl Tautenhahn and wife, Marguerite Tautenhahn, recorded in Volume 2910, Page 167 of the Deed Records of Harris County, Texas, and being more particularly described as follows, to-wit:

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THENCE South 81 degrees West along the North line of said Bammel Road, as fenced, 750 feet to the Southeast corner of five acres of land deeded to the said C. M. Tautenhahn, Jr., by Deed dated January 10, 1954, from Carl Tautenhahn and wife, Marguerite Tautenhahn, recorded in Volume 2910, Page 165 of the Deed Records of Harris County, Texas;

THENCE North 2 degrees 02 minutes East along the boundary line of said five acre tract a distance of 871.3 feet to the Northeast corner of said five acre tract;

THENCE South 81 degrees West along North Boundary line of said five acre tract to the Northwest corner thereof, which Northwest corner is in the boundary line between Share No. 2 deeded to Carl Tautenhahn and Share 3 deeded to Mrs. Elizabeth Mowrey by the above mentioned Deed recorded in Volume 1174, Page 541 of the Deed Records of Harris County, Texas;

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THENCE South 2 degrees 02 minutes West along the boundary line between the said Share No. 1 and Share No. 2 a distance of 115.22 feet to the PLACE OF BEGINNING, and containing 18.51 acres of land, more or less.

WL33R/J
EXHIBIT "B"
TO GENERAL WARRANTY DEED

1. An unobstructed easement six (6) feet in width, located along the South line of the herein described property, for right of way for distribution lines as granted to Houston Lighting and Power Company in instrument recorded in Volume 5886, Page 409 of the Deed Records of Harris County, Texas.

WL33R/K
A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE ASSIGNMENT OF SPACE AGREEMENT FOR
THE LEASE OF OFFICE SPACE FOR THE METROPOLITAN TRANSIT AUTHORITY ENGINEERING AND
CONSTRUCTION DEPARTMENT FROM HOUSTON TRANSIT CONSULTANTS TO INCLUDE AN EXTENSION OF
THE AGREEMENT FOR ONE YEAR.

WHEREAS, Brown & Root Development, Inc., currently lease space from Hines/C.D. Ltd., in the Control Data Corporation Building at 2000 West Loop South, Houston, Texas; and

WHEREAS, Houston Transit Consultants (HTC) subleases space from Brown & Root, Inc., in the Control Data Corporation Building; and

WHEREAS, the Metropolitan Transit Authority (MTA) Engineering and Construction Department currently occupies improved space leased from HTC; and

WHEREAS, it is necessary that MTA Engineering and Construction Department continue to occupy the improved space for an additional year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT
AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute, and the Assistant Secretary to attest to, an amendment to the Assignment of Space Agreement to include the necessary provisions for extension of the Agreement for one year from April 1, 1982 through March 31, 1983.

Section 2: Total financial costs for the extension, including the estimated escalation beginning January 1, 1983, shall not exceed $77,500.00.
RESOLUTION NO. 82-16 (page 2)

Section 3: The total cost limitations of the Agreement will be $187,500.00; $77,500.00 lease cost April 1, 1981 through March 31, 1982, $34,500.00 leasehold improvements and $77,500.00 for lease cost from April 1, 1982 through March 31, 1983.

PASSED this 24th day of February, 1982

APPROVED this 24th day of February, 1982

Daniel C. Arnold, Chairman of the Board

ATTEST:

Assistant Secretary

APPROVED AS TO SUBSTANCE:

Sylvester A. Caria
Executive Director

APPROVED AS TO FORM:

Dennis Gardner
Legal Counsel