PURCHASE AND SALE AGREEMENT
Project: NASA Headquarters
Tracts: TBD
Washington, D.C.
No.: _____
Vendor: TBD

This **PURCHASE AND SALE AGREEMENT** ("Agreement") is entered into by and between the **SELLER NAME AND ADDRESS** ("Seller"), and the **UNITED STATES OF AMERICA (USA), represented by the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) and its assigns** ("Buyer") and is effective as of the date of countersignature by Seller ("Effective Date").

WHEREAS, the OWNER/SELLER as depicted on Exhibit "A", attached hereto and made a part hereof for all purposes; and

WHEREAS, Buyer desires to purchase the building located at **BUILDING ADDRESS, CITY, STATE, ZIP CODE**, consisting of approximately **XXX,XXX** square feet of office space for the purpose of serving as the NASA Headquarters.

WHEREAS, Buyer desires to purchase the Property, as described and defined in Section 1.1 below, and Seller desires to sell that property on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties hereby agree as follows:

Article I.
Sale and Purchase

1.1 Seller hereby agrees to sell, convey, and assign to Buyer and Buyer hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined), and on and subject to terms and conditions set forth herein, the good and indefeasible title in fee simple to the following building:

BUILDING ADDRESS:

DESCRIPTION

1.2 Purchase Price. The purchase price (the "Purchase Price") for which Seller will sell and convey the Property to Buyer, and which Buyer will pay to Seller for the Property is **PURCHASE PRICE NO/100s DOLLARS ($XXX,XXX.XX)** and is based on the Appraisal Report Dated **APPRAISAL DATE**, prepared by **APPRAISER**. Buyer shall pay the Purchase Price to Seller in immediately available funds at Closing, and subject to any adjustments provided elsewhere in this Agreement.

Article II.
Due Diligence Investigation of the Property

2.1 Investigation and Inspection. Until 60 days following the Effective Date or such later date as agreed in writing by the parties (the "Inspection Period"), subject to the Property Access Requirements set forth below, Buyer will have the option and right to conduct such investigations, inspections, audits, analyses, surveys, tests, examinations, studies, and appraisals of the Property, as Buyer deems necessary or desirable, at Buyer's sole cost, risk and expense, to determine if the Property is suitable for Buyer's purposes; provided, however, and Buyer shall cause the Property to be restored to its condition prior to any of Buyer's or its agents' activities that alter the condition of the Property. Notwithstanding anything contained in this Agreement to the contrary,

2.2 Property Condition Reports. During the Inspection Period, Seller will allow Buyer reasonable access to copies of the following that are in Seller's possession regarding the Property ("Seller's Reports"): all books and records (excluding only market studies or appraisals) relating to the Property and the ownership and maintenance thereof, all title policies, all surveys, all existing leases of space in the Property, all service, maintenance, and other Agreements relating to the ownership and operation of the Property, all building permits and certificates of occupancy or of substantial completion, if any; all operating statements relating to the Property, and all plans and specifications.

2.3 Surveys. Within 15 days following its receipt of the Original Title Commitment, as defined below, or such later date as agreed in writing by the parties, Buyer will have the right, at Buyer's sole cost and expense, to prepare or cause to be prepared a survey ("Survey") of the Property prepared by a licensed surveyor selected by standard federal contracting procedures and regulations, which Survey shall conform to pertinent federal standards and regulations set by the United States Department of Justice, and shall also (i) reflect the actual dimensions of, and area within, the land, the location of any easements, setback 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 Buyer, in its reasonable discretion, (iv) reflect that there is access to and from the land from a street or road, (v) be sufficient to cause the Title Company (defined below) to delete (except for "shortages in area") the printed boundary exceptions in any Owner's Title Policy, and (vii) in general, comply with the requirements of the District of Columbia Surveyor's Association for a Category 1A Condition I Survey. For purposes of the property description to be included in the Special Warranty Deed to be delivered pursuant to Section 5.2.b. hereof, such field notes shall be incorporated in this Agreement upon their completion and approval by Buyer and reasonable approval by Seller and shall be used in all closing documents to be delivered pursuant to this Agreement.

2.4 Title Review. The title to the Property must be approved on behalf of the United States by the applicable Office of Regional Counsel of the Army Corps of Engineers and by the Land Acquisition Section, Environmental and Natural Resources Division of the United States Department of Justice. Within 45 days following the Effective Date or such later date as agreed in writing by the parties, Buyer will have the right to order, at Buyer's sole cost and expense, from a title company (the "Title Company") a title commitment covering the Property ("Original Title Commitment"), together with copies of all documents constituting exceptions to Seller's title as reflected in the title commitment. Within 60 days following the Effective Date or such later date as agreed in writing by the parties (the "Original Title Review Period"), Buyer shall notify Seller in writing of

any title exception or other matter shown in the Original Title Commitment or in the Survey ("Original Title Objections") to which Buyer objects. If Buyer does not obtain an Original Title Commitment or a Survey on or before the last day of the end of the Original Title Review Period, Buyer will be deemed to have approved the exceptions and/or conditions that would have been shown in an Original Title Commitment or Survey had they been obtained. If, before Closing, any subsequent title commitment or survey which is delivered to Buyer reflects additional exceptions to title not created by Buyer and not previously approved by Buyer, Buyer has thirty (30) days ("Subsequent Title Review Period") following receipt of such revised title commitment ("Subsequent Title Commitment") and/or survey to object to any additional exception or condition contained therein that is not a Waived Objection ("Subsequent Title Objections") by giving written notice to Seller. If Buyer fails to give notice of any Original Title Objections to Seller on or before the last day of the Original Title Review Period, Buyer will be deemed to have approved the exception(s) and/or condition(s) as reflected by the Title Commitment and/or survey. If Buyer fails to give notice of any Subsequent Title Objections to Seller on or before the last day of the Subsequent Title Review Period, Buyer will be deemed to have approved the exception(s) and/or condition(s) as reflected by the Subsequent Title Commitment and/or survey. If Buyer gives notice of any Title Objections during the Title Review Period, Seller has the right, but not the obligation (except for matters caused or created by Seller), to cure any of the Title Objections within fifteen (15) days after receipt of Buyer's Title Objections, or such later date as the parties may agree in writing. If Seller fails, is unable, or refuses for any reason to cure any of the Title Objections, Buyer will, within thirty (30) following its receipt of written notice from Seller of such failure, inability or refusal, as its sole and exclusive remedy (Buyer hereby waiving all other remedies), either (i) terminate this Agreement by notice in writing to Seller, or (ii) waive any such defects and accept Seller's title as reflected in applicable title commitment and/or survey. If Buyer fails to give timely notice of its election and proceeds to close its purchase of the Property, Buyer will be deemed to have elected to proceed under clause (ii) above. Seller agrees that it will not create (or cause to be created) any liens on the Property prior to the Closing without the prior written consent of Buyer.

2.5 Property Access Requirements. Buyer agrees that it and its employees, contractors and agents shall conduct all Inspection Period work on the Property in compliance with all applicable federal, state and local rules, laws, ordinances, policies, codes, policies and guidelines, including, without limitation, all safety, health and environmental laws. Buyer shall contact Seller to coordinate access to and egress from the Property. Buyer shall comply and shall cause its employees, contractors and agents to comply with all Seller Security protocols.

Article III.
Representations and Covenants

3.1 Seller's Representations and Covenants. Seller hereby represents to and covenants with Buyer that the following facts are true and correct and that if prior to closing Seller discovers that one or more of such facts are untrue or inaccurate, Seller will inform Buyer in writing of the discovery, including, but not limited to any change or proposed change in the allowed use of the Property. Buyer's obligation to consummate this transaction will be contingent upon the lack of any material variance with respect to the truth and accuracy of all the following facts as of the day of Closing.

(a) From the Effective Date until the Closing Date, Seller will (i) maintain and operate the Property in a good and businesslike manner in accordance with good and prudent business practices, and not commit or permit to be committed any waste to the Property, (ii) not transfer, sell, or convey any portion of the Property to any person or entity other than Buyer, (iii) not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Property, that would bind Buyer or the Property after Closing, and that would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Buyer, (iv) not take any action or commit or suffer any acts which would give rise to a variance from the current legal description of the Property, and (iv) afford Buyer and its representatives the continuing right to inspect the Property at reasonable hours, and any and all books, records, agreements, and other documents or data pertaining to the ownership, insurance, operation, or maintenance (excluding only market studies or appraisals) of the Property;

(b) Seller has and will have as of Closing, good and indefeasible fee simple title to the Property, free and clear of any conditions, liens, security interests, liabilities, assessments, pending assessments, agreements, leases, judgments, claims, rights, easements, restrictions, exceptions or reservations placed or caused to be placed on the Property by Seller, except the Permitted Encumbrances. If title to the Property is not in the condition called for by this Agreement on the Closing Date, then Buyer, as Buyer's sole remedy, shall have the right to terminate this Agreement.

(c) At the Closing, there will be no unpaid bills for labor or materials furnished to Seller in connection with the Property that would cause a mechanic's or materialman's lien to be filed on the Property. Seller represents that no liens affecting the Property which secure an obligation to pay money (other than installments of real estate taxes not delinquent as of the Closing Date) shall encumber the Property at Closing, and Buyer's satisfaction as to the accuracy of such representation shall be a condition of Closing.

(d) There are no actions, suits, claims, assessments, or proceedings pending or, to the 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) Seller has not received notice, actual or constructive, from any person or source, claiming that the location, operation or use of the Property, or any part thereof, is in violation of any statute, ordinance, code, rule or regulation of any governmental entity, or any restrictive covenant or deed restriction, including but not limited to zoning regulations and building codes, health and environmental laws and regulations, or stating that any investigation has been commenced or is contemplated regarding any of the foregoing, and Seller has no knowledge that any of the foregoing is pending or threatened;

(f) Seller, in connection with the Property, is not currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any laws pertaining to health or the environment, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property;

(g) There are no adverse or other parties in possession of the Property; and

(h) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations under this Agreement, all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations hereunder has been or on or before Closing will have been taken. Neither this Agreement nor any instrument, document, or agreement to be executed by Seller in connection with the sale of the Property herewith does now or will hereafter constitute a breach of or default under, or invalidate, make inoperative or interfere with any contract, agreement, lease, easement, right or interest affecting or relating to the Property, and the person signing this Agreement on behalf of Seller has been duly authorized by Seller to execute this Agreement.

3.2 Buyer's Representations and Covenants. Buyer hereby represents to and covenants with Seller that, prior to Closing, Buyer will have all the requisite power and authority, take all actions required by applicable law, and obtain all necessary approvals, to execute and deliver this Agreement, and to consummate the transactions contemplated in this Agreement. Each individual executing this Agreement on behalf of Buyer represents and warrants to Seller that he is duly authorized to do so.

Buyer acknowledges that neither Seller, nor any of Seller's disclosed or undisclosed officers, directors, employees, agents or representatives, has any representations to Buyer except as set forth herein; and Seller hereby specifically disclaims any representation, oral or written, past, present or future, other than those specifically set forth in Article 3.

Buyer represents that gratuities (in the form of entertainment, gifts, or otherwise) have not been offered or given by Seller, or any agent or representative of Seller, to any contractor, officer, or employee of Buyer with a view toward securing this agreement, or favorable treatment with respect to the awarding or amending of this Agreement, or to the making of any determinations with respect to the performing of such Agreement

Buyer acknowledges that this Agreement affords Buyer the opportunity for investigations, examinations and inspections of the Property.

Article IV.
Limitation of Warranties

4.1 Seller represents that at Closing there shall be no claims, costs, liabilities, judgments, losses, or expenses arising out of, resulting from, or connected with any matters or conditions occurring as a result of Seller's activities (and those of its employees, agents, contractors, and representatives) related to the Property prior to Closing that will adversely affect title to the Property or that will reasonably result in direct damages against Buyer, and Buyer's satisfaction as to the accuracy of such representation shall be a condition of Closing. In the event evidence of such matters arises after Closing, Buyer reserves the right to assert claims for such matters against Seller after Closing.

Risk of Loss

4.2 **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR, CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR ANY OTHER MATTER RELATING IN ANY WAY TO THE PROPERTY, (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER AUTHORITY OR BODY, OR (iv) THE EXISTENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCE OR WASTE IN, ON, UNDER THE SURFACE OF OR ABOUT THE PROPERTY. BUYER ACKNOWLEDGES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND THE PROPERTY INFORMATION, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND THE PROPERTY INFORMATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, EXCEPT FOR SPECIFIC REPRESENTATIONS AND COVENANTS OF SELLER SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND SELLER (A) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND (B) HAS NOT MADE ANY EXPRESS OR IMPLIED, ORAL OR WRITTEN, REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER ON AN "AS IS WHERE IS WITH ALL FAULTS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING CONDITION, HABITABILITY, SUITABILITY, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY ORAL STATEMENT OR REPRESENTATION MADE BY SELLER, ANY BROKER OR BY ANY OTHER PERSON.**

4.3 Seller agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Seller until the title to the Property has passed to Buyer at Closing, and, in the event that such loss or damage occurs, Buyer may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such Property, in which case the Property will be appraised and there shall be an equitable adjustment of the Purchase Price.

4.4 The provisions of this Article 4 shall survive the termination of this Agreement and the Closing.

Article V.
Closing

5.1 Closing. The exact date ("Closing Date") will be mutually agreed upon in writing by Buyer and Seller. The Closing will occur at [**LOCATION**]. Closing shall be conducted by the U.S. Army Corps of Engineers ("Closing Agent").
The Closing shall commence at [**TIME**] on the Closing Date, or at such location or time mutually agreed upon by Buyer and Seller.

5.2 Closing Obligations. At the Closing, the following (which are mutually concurrent conditions) must occur:

(a) Buyer's Obligations. Buyer, at its sole cost and expense, must deliver or cause to be delivered to Seller immediately available federal funds in the amount of the Purchase Price and subject to any adjustments for pro rations.

(b) Seller's Obligations. Seller, at its sole cost and expense, must deliver or cause to be delivered to Buyer a Special Warranty Deed fully executed and acknowledged by Seller, in substantially the form of that attached hereto as Exhibit "B", conveying good, indefeasible, fee title to the Property to Buyer. The Special Warranty Deed may be amended as mutually agreed upon by the Buyer and Seller prior to the date of Closing.

(c) Other Instruments. Seller and Buyer will execute and deliver such other documents as are customarily executed in the District of Columbia in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be reasonably required by the Closing Agent.

5.3 Prorations.

(a) Taxes. Buyer is exempt from property taxes. Notwithstanding anything to the contrary herein, Seller will be responsible for all taxes assessed against the Property for any period prior to Closing, and Buyer will be responsible for all taxes assessed against the Property for any period after Closing.

(b) Income and Expenses. All other income and expenses pertaining to the Property will be prorated at the Closing effective as of the Closing Date. Seller will request that all utility meters be read on the Closing Date and Seller will be solely responsible for all utility charges prior to the Closing Date.

(c) Adjustments. If any adjustments are, subsequent to Closing, found to be erroneous, then either party hereto who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amount will be paid within thirty (30) days from receipt of the invoice.

5.4 Closing Costs. Closing costs will be paid as follows:

(a) Seller's Costs. None.

(b) Buyer's Costs. All closing costs (including escrow fees (if applicable), delivery fees, documentary fees, costs for obtaining tax certificates, and costs for recording the Special Warranty Deed), and the premium for any title insurance obtained by Buyer.

(c) Legal Costs. Each party must pay its own attorney's fees.

(d) Other Costs. All other costs and expenses in connection with the transaction contemplated by this Agreement will, except as otherwise expressly provided herein, be borne by Buyer and Seller in the manner in which such costs and expenses are customarily allocated between the parties at closings of the purchase or sale of real property similar to the Property in the District of Columbia metro area.

5.5 Possession. Upon the completion of the Closing, Seller will deliver to Buyer possession of the Property free and clear of all tenancies of every kind and parties in possession.

5.6 Commissions. Seller represents tthat no brokerage commission, finders' fees, or broker's fees have been or will be incurred in connection with the closing of the transaction contemplated by this Agreement.

Article VI.
Remedies

6.1 Buyer's Default. If Buyer fails to consummate the purchase of the Property pursuant to this Agreement, Seller's sole and exclusive remedy (Seller hereby waiving all others) is to terminate this Agreement by written notice to Buyer.

6.2 Seller's Default. If Seller fails to consummate the sale of the Property in accordance with the terms of this Agreement for any reason other than Buyer's failure to perform its obligations under this Agreement, Buyer's sole and exclusive remedy (Buyer hereby waiving all others) is either to (i) terminate this Agreement by written notice to Seller, or (ii) waive all defects to title and matters related to the condition of the Property and either, accept a conveyance of the Property from Seller by Special Warranty Deed or enforce specific performance of the obligations of Seller to convey the Property by Special Warranty Deed. If Buyer elects to terminate in accordance with (i) above, neither Buyer nor Seller will have any further rights, duties, or obligations under this Agreement.

6.3 Waiver of Covenants, Conditions, or Remedies. The waiver of one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

Article VII.
Miscellaneous

7.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and must be served by (i) depositing the notice in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with return receipt requested, or (ii) delivering

the notice (A) by recognized overnight delivery service, (B) in person to such party, or (C) by facsimile copy transmission. Notice given in accordance with (i) above is effective when mailed. Notice given in accordance with any of the methods listed in (ii) above is effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties are as follows: If to Seller, to:

SELLER NAME, ADDRESS AND CONTACT INFORMATION

If to Buyer, to:

National Aeronautics and Space Administration
Assistant Administrator, Strategic Infrastructure
300 E Street, SW
Washington, DC 20546

With a copy to:

Darlene Eltringham
Real Estate Contracting Officer
NASA Headquarters
300 E Street, SW
Washington, DC 20546

Any party to this Agreement may change its address for notice by giving three (3) days' prior written notice of the change to the other parties.

7.2 Governing Law. This Agreement is made in the District of Columbia, and the rights and obligations of the Parties hereunder shall be interpreted and construed in accordance with Federal laws.

7.3 Exhibits. The following exhibits attached to this Agreement are incorporated into this Agreement for all purposes.

Exhibit “A” Ellington Airport Property Map
Exhibits "B-1, B-2 and B-3" Legal Description of Property
Exhibit "C" Form of Special Warranty Deed
Exhibit “D” Surplus Property Release

7.4 Entire Agreement. This Agreement, together with all exhibits, is the entire agreement between Seller and Buyer respecting the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement. No modification of this Agreement or subsequent agreement relative to the subject matter set out in this Agreement will be binding on either party unless reduced to writing and signed by the party to be bound.

7.5. No Rule of Construction. Seller and Buyer have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Buyer, and no rule of construction will be invoked respecting the authorship of this Agreement.

7.6 Time of Essence. Time is of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

7.7 Holidays, Etc. Whenever any time limit or date provided in this Agreement falls on a Saturday, Sunday, or holiday under the laws of the District of Columbia or observed by national banks generally, such date will be extended to the next day that is not a Saturday, Sunday or holiday.

7.8 Headings. The section headings contained in this Agreement are for ease of reference only and must not be considered in construing this Agreement.

7.9 Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in it and the remainder of the provisions of this Agreement, and the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

7.11 No Third-Party Benefit. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder. The Seller represents and it is a condition of this Agreement, that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

7.12 Gratuities. [illegible], or any agent or representative of Seller, to any officer or employee of Buyer with a view toward securing this agreement, or favorable treatment with respect to the awarding or amending of this Agreement, or to the making of any determinations with respect to the performing of such Agreement. In the event this Agreement is terminated pursuant to this paragraph, Buyer shall be entitled to pursue the same remedies against Seller as it could pursue in the event of breach of the contract by Seller. The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7.13 Amendment. This Agreement may be amended at any time prior to closing by the written agreement of Buyer and Seller. All duly authorized amendments, changes, revisions, and discharges of this Agreement, in whole or in part, and from time to time, shall be binding upon the parties so long as the same shall be in writing and executed by the parties hereto following due authorization.

7.14 Electronic Signature. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

7.15 Counterparts; No Offer. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Neither Buyer nor Seller shall have any right, duty, or obligation under this Agreement unless and until this Agreement or counterparts hereof have been executed by both Buyer and Seller.

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IN WITNESS WHEREOF, this Agreement has been entered into and effective as of the Effective Date. The Parties have executed this Agreement in multiple copies and/or counterparts, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has 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.

ATTEST/SEAL:	**SELLER**
_____	_____
APPROVED:	**COUNTERSIGNED:**
_____	_____
APPROVED AS TO FORM:	**DATE COUNTERSIGNED:**
_____	_____

ACCEPTED AND AGREED TO as of the _____ day of _____, 2021.

"BUYER"

THE UNITED STATES OF AMERICA **ATTEST/SEAL:**

Real Estate Contracting Officer
National Aeronautics and Space Administration

EXHIBIT "A"
to
PURCHASE AND SALE AGREEMENT
PROPERTY MAP

EXHIBIT "B-1"
to
PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

EXHIBIT "C"
to
PURCHASE AND SALE AGREEMENT

SPECIAL WARRANTY DEED

EXHIBIT "D"
to
PURCHASE AND SALE AGREEMENT

SURPLUS PROPERTY RELEASE

Ellington Airport

This instrument, a Deed of Release, made by the United States of America, acting by and through the Director, Airports Division, Southwest Region, Federal Aviation Administration ("FAA"), and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to the Ellington Airport, a body politic under the laws of the State of Texas, Witnesseth:

WHEREAS, the United States, acting by and through the General Services Administrator, under and pursuant to the powers and authority contained in the provisions of the Surplus Property Act, did convey to the City certain lands and other properties in the City of Houston, State of Texas, being generally described as "Ellington Airport" (hereinafter termed "Airport"), which was filed for record in the original government Indenture dated July 1, 1984, Deed Without Warranty and Bill of sale dated August 21, 1984.

WHEREAS, under the stated "Deed", the City, for itself, its successors and assigns, assumed certain obligations and agreed to certain conditions, reservations, restrictions, warranties, and covenants which run with the land;

WHEREAS; the City has requested to the FAA for release of 6.29 acres;

WHEREAS, the said Director, Airports Division, has determined that the release of said property (1) will not prevent the accomplishment of the purpose for which the property was transferred, (2) can be granted without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport;

NOW THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the City in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the City of Houston reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport,

(2) That the Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property,

(3) That the Grantee expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard,

hereby releases the said real property from the conditions, reservations and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Houston, which real property consists of three parcels of 2.53 acres more or less, 1.42 acres more or less, and 2.34 acres more or less with the following descriptions:

Property Description for Parcel 1
Being a 2.5331 acre tract of land, being a portion of a tract of land conveyed to the City of Houston as recorded in Harris County Clerk's File (H.C.C.F) Number (No.) J762537, located in the Thomas Toby Survey, Abstract No. 798, Harris County, Texas and being more particularly described by metes and bounds as follows, (bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per G.P.S. observations. The coordinates shown hereon are State Plan Grid Coordinates and may be

brought to surface by applying the following combined scale factor: 0.99987679942. All distances shown hereon are surface distances):
Beginning at found 60D nail in asphalt (X:3185546.27; Y:13784189.08) for the northwest corner of the herein described tract, from which NGS monument AW5588 'Ellington 1" (X:3185445.13; Y:13784587.18) found bears North 14° 15' 17" West, a distance of 410.79 feet;
Thence, with the lines common to said City of Houston tract and a tract of land conveyed to the United States of America (U.S.A) as recorded in Volume 428, Page 236, Harris County Dee Records (H.C.D.R) the following four (4) corners

1. North 86° 51' 49" East, a distance of 116.36 feet to an 'X' cut found at the northeast corner of the herein described tract;
2. South 03° 02' 44" East, a distance of 442.57 feet to and 'X' cut set for an interior angle point of the herein described tract;
3. North 87° 27' 50" East, a distance of 41.17 feet to and 'X' cut found at an easterly angle point of the herein described tract;
4. South 02° 35' 26" East, a distance of 224.47 feet passing a Landtech Disk found, continuing a total distance of 380.34 fee to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set for the Southeast corner of the herein described tract;

Thence, through end across said City of Houston tract the following two (2) courses;

1. South 86° 51' 38" West, a distance of 153.16 feet to a 5/8-inch iron rod with a MSG cap set for the southwest corner of the herein described tract;
2. North 03° 08' 22" West, a distance of 823.34 feet to the POINT OF BEGINNING and containing 2.5331 acres of land.

Property Description for Parcel 2
Being a 1.4235 acre tract of land, being a portion of a tract of land conveyed to the City of Houston as recorded in Harris County Clerk's File (H.C.C.F) Number (No.) J762537, located in the Thomas Toby Survey, Abstract No. 798 and the Thomas Toby Survey, Abstract No. 801, Harris County, Texas and being more particularly described by metes and bounds as follows, (All bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per G.P.S. observations. The coordinates shown hereon are State Plane Grid Coordinates and may be brought to surface by applying the combined scale factor: 0.99987679942. All distances shown hereon are surface distances):
BEGINNING at a found 'X' cut (X:3185478.54; Y:13784504.38) for the northeast corner of the herein described tract and the southeast corner of a called 0.8321 acre tract (Tract 5) conveyed to the United States of America (U.S.A.) as recorded in Volume 428, Page 236, Harris County Deed Records (H.C.D.R.), from which NGS monument AW5588 "Ellington 1" (X:3185445.13; Y:13784587.18) found bears North 21° 58' 20" West, a distance of 89.30 feet.
Thence, through and across said City of Houston tract the following two (2) courses;

1. South 03° 18' 29" East, a distance of 231.66 feet to an 'X' cut set at the southeast corner of the herein described tract;
2. South 86° 52' 40" West, a distance of 182.38 feet to a 5/8-inch iron rod in concrete found for the southeast corner of a called 0.2447 acre tract (Tract 2) conveyed to the United States of America (U.S.A.) as recorded in Volume 463, Page 570, H.C.D.R., marking a southerly angle point of the herein described tract;

Thence, with the lines common to said City of Houston tract and said 0.2447 acre tract the following two (2) courses;

1. North 02° 42' 09" West, a distance of 79.99 feet to a Landtech Disk found for the northeast corner of said 0.2447 acre tract, marking an interior angle pint of the herein described tract;
2. South 86° 52' 53" West, a distance of 133.24 feet to a 5/8-inch iron rod found for the northeast corner at said 0.2447 acre tract, marking the westerly southwest corner of the herein described tract;

Thence, through and across said City of Houston tract, North 02° 40' 51" West, a distance of 150.65 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set for the northwest corner of the herein described tract;
Thence, with the line common to said City of Houston tract and said 0.8321 acre tract, North 86° 41' 31" East, a distance 313.12 feet to the POINT OF BEGINNING and containing 1.4235 acre of land.

Property Description for Parcel 3
Beginning a tract of land containing 2.34 acres (101,885 square feet) of land located in Ellington Field; said 2.34 acres tract being more particularly described by metes and bounds as follows with all bearings and coordinates begin referenced to the Texas State Plan Coordinate System, South Central Zone, North American Datum 1927. Coordinate values herein are in U.S. survey feet on the plane. Distance values herein are in feet at the surface and may be converted to the plane by multiplying by the combined scale factor 0.99987680;
Beginning at a ¾-inch iron rod with plastic cap stamped "Survcon Inc." (x=3,224,837.84, y=665,153.56) the most easterly corner of the herein described tract;
Thence, South 33° 48' 21" West, 87.61 feet along a common line of said tract and Clearpoint, section one, to a 5/8-inch iron rod set for an angle point;
Thence, North 56° 11' 39" West, 440.00 feet to a 5/8-inch iron rod set for an angle point;
Thence, North 33° 48' 21" East, 375.54 feet to a 5/8-inch iron rod set for an angle point;
Thence, South 22° 59' 39" East, 525.84 feet along a common line of said tract and Clearpoint, section one, to a ¼-inch iron rod with plastic cap stamped "Survcon Inc.", the POINT OF BEGINNING and containing 2.34 acres of land.

By its acceptance of this Deed of Release the (Airport Owner) covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above-described real property.

IN WITNESS WHEREOF the United States of America has caused this Deed of Release to be executed as of the_6th_____ day of ____August _____ 2021___.

UNITED STATES OF AMERICA

By Ignacio Flores
Director, Airports Division
Southwest Region
Federal Aviation Administration
Department of Transportation

The State of Texas
County of Tarrant

BEFORE ME, the undersigned authority, personally appeared Ignacio Flores the above-named official of the Southwest Region, Federal Aviation Administration, Department of Transportation, who acknowledged she is the official who subscribed to the foregoing instrument for the purposes and consideration expressed in the instrument and that the same is executed as the act and deed of the Administrator, Federal Aviation Administration, Department of Transportation, acting for and on behalf of the United States of America.

GIVEN under my hand and seal of office this the 6 day of August, 2021

Kimberly J Harris
Notary Public
My commission expires: May 23, 2022

KIMBERLY JEAN HARRIS
Notary ID #131580617
My Commission Expires
May 23, 2022

ACCEPTANCE

The _____ does hereby accept this Deed of Release and by such acceptance agrees to all of the terms, conditions and limitations thereof.

City of _____

By_____

Title_____

State of _____
City (or Parish) of _____

BEFORE ME, the undersigned authority, personally appeared _____, who acknowledged to me he/she is the official who subscribed the foregoing instrument while acting in the capacity stated therein, that the same was the act of the said City of _____, and that he/she executed the same as the act of said City of _____ for the purposes and consideration and subject to the terms and conditions therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 20___.

_____
Notary Public
My commission expires: _____

CERTIFICATE OF GRANTEE'S ATTORNEY

I, _____, acting as attorney for _____ herein referred to as the "grantee," do hereby certify: That I have examined the foregoing _____ and the proceedings taken by the grantee relating thereto, and find that the acceptance thereof by the grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of _____, and further that, in my opinion, the _____constitutes a legal and binding compliance obligation of the grantee in accordance with the terms thereof.

Dated at _____this____day of _____,____

/s/_____

Title_____