

EXHIBIT A

PURCHASE & SALE AGREEMENT GUADALUPE BARRAGAN, SYLVIA BARRAGAN, JESSICA COLLETTE ASTORGA BARRAGAN, EVILLEDO GIOVANNI BARRAGAN AND MARCOS SIMON BARRAGAN AND THE CITY OF BASTROP, TEXAS

This Purchase and Sale Agreement (this “Agreement”) is made and entered into by and between **Guadalupe Barragan, Sylvia Barragan, Jessica Collette Astorga Barragan, Evilledo Giovanni Barragan and Marcos Simon Barragan** (“Seller”) and **THE CITY OF BASTROP, TEXAS**, a Texas Home Rule Municipal Corporation situated in Bastrop County (“Buyer”), and, hereafter collectively referred to as the “Parties,” upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

WHEREAS, the Sellers are the current owners thereof of the property located at 1311 Walnut Street, Bastrop, Texas, being a 0.33-acre tract of land, more or less, out of Building Block 55, East of Main Street, City of Bastrop, in Bastrop County, Texas, as conveyed to Guadalupe Barragan, Sylvia Barragan, Jessica Collette Astorga Barragan, Evilledo Giovanni Barragan and Marcos Simon Barragan, by Document No. 202122798, as recorded in the Official Public Records of Bastrop County, Texas; and

WHEREAS, Buyer desires to acquire the fee simple interest in the property to serve the City of Bastrop’s drainage and flood mitigation efforts; and

WHEREAS, Seller is willing to convey and Buyer to purchase the real property interests for an agreed price.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, the Seller agrees to sell and convey the following property interests (the “Property”) to the Buyer, and the Buyer agrees to buy and pay the Seller for the Property:

- (i) All rights, title, and interest in the real property and improvements located on approximately 0.33-acre tract of land, more or less, out of Building Block 55, East of Main Street, City of Bastrop, in Bastrop County, Texas, as shown by the plat recorded in Cabinet 1, Page 23A, Plat Records, Bastrop County, Texas, and being that same property as conveyed to Guadalupe Barragan, Sylvia Barragan, Jessica Collette Astorga Barragan, Evilledo Giovanni Barragan and Marcos Simon Barragan, by Document No. 202122798, as recorded in the Official Public Records of Bastrop

County, Texas, as more fully described by metes and bounds and depicted in “**Exhibit A**”, which is attached hereto and incorporated herein as if copied verbatim.

The promises by Buyer and Seller stated in this Agreement are the consideration for the formation of this contract.

II.

The Purchase Price. The total purchase price to the Seller is **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/CENTS (\$150,000.00)**, to be paid at closing.

III.

Instrument of Conveyance. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Deed in “**Exhibit A**”, attached hereto and incorporated herein by reference for all purposes.

IV.

- A. *Closing Date.* The parties shall close on this transaction within thirty (30) days after the Effective Date.
- B. *Title Commitment, Review, and Title Policy.* Buyer will secure a title commitment (the “Commitment”) for the Property from Independence Title of Bastrop, 301 Highway 71 West, Suite 106, Bastrop, Texas 78602 (the “Title Company”), binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form prescribed by the Texas State Board of Insurance at the Closing in the full amount of the Purchase Price, subject only to any exceptions approved by Buyer. The Commitment will be accompanied by copies or hyperlinks to all of the instruments referred to in the Commitment as exceptions on the title. Within 5 days of receipt of the Commitment, the Buyer will review the Commitment and notify the Seller of any objections the Buyer has to any exceptions in the Commitment. Any matters to which Buyer does not object will be deemed to be accepted. Seller and Buyer will cooperate in good faith to cure any objections made by Buyer within 10 days of notice of such objections. If the Seller is unable to cure the objections, the Buyer may either waive the objections or terminate this Agreement by written notice to the Seller. Buyer, at its expense, will prepare the necessary conveyance documents and will pay all costs related to the closing, including but not limited to the cost of the title insurance premium and of recording all conveyance documents.

C. *Taxes.* General real estate taxes for the then-current year for the Property shall be prorated as of midnight preceding the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements (“Estimated Prorated Taxes”). Seller’s portion of the Estimated Prorated Taxes shall be paid to Buyer at Closing, and Buyer assumes the responsibility to remit both Seller’s and Buyer’s Estimated Prorated Taxes to the taxing authorities when due. Within 30 days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the Estimated Prorated Taxes, and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. After adjustment of the Estimated Prorated Taxes to cover the actual prorated taxes, the Buyer will pay the actual prorated taxes to the taxing authorities prior to the date they are due. All special taxes or assessments assessed prior to the Closing Date shall be paid by the Seller.

D. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: Sylvia Carrillo, City Manager
City of Bastrop, Texas
1311 Chestnut Street
Bastrop, Texas 78602

With a copy to:

Seller:

Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the Parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- E. No Waiver of Immunities.* Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.
- G. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement.
- H. Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- I. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- J. Headings, Cooperative Drafting.* The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting

party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control.

- K. Counterparts and Effective Date.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- L. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit A**, and that said Property is free of any liens or other encumbrances that would prevent this sale.
- M. Eligibility Certification.* Seller certifies that the individuals or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.
- N. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes to the City of Bastrop, State of Texas, or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- O. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
- P. Signature Warranty.* Seller represents and warrants that the persons signing this Agreement are authorized to do so. Buyer represents and warrants that those representatives executing this Agreement on behalf of the City are authorized to do so in the capacities stated.

EXECUTED to be effective on the last date signed by both Parties.

SELLER:

By: Guadalupe Barragan
Date: _____

By: Sylvia Barragan
Date: _____

By: Jessica Collette Astorga Barragan
Date: _____

By: Evilleo Giovanni Barragan
Date: _____

By: Marcos Simon Barragan
Date: _____

BUYER:

THE CITY OF BASTROP, TEXAS

By: Sylvia Carrillo, City Manager
Date: _____

ATTEST:

By: Victoria Psenick, Assistant City Secretary