

RESOLUTION NO. R-2025-54

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS FOR THE ACQUISITION OF 1311 WALNUT ST., BEING 0.330 ACRES OF LAND OUT OF BUILDING BLOCK 55, EAST OF MAIN STREET, IN THE CITY OF BASTROP FOR THE AMOUNT OF \$150,000.00 PLUS APPLICABLE CLOSING COSTS; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas ("City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council seeks to preserve the history of the African American Community in the City of Bastrop; and

WHEREAS, the purchase of the property will allow the further advancement of the creation of an African American Historical District; and

WHEREAS, the Hotel Occupancy Fund can be used for the preservation of historical property; and

WHEREAS, the City Council finds that it is necessary and proper to enact this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council authorizes the City Manager to complete a purchase and sale agreement, attached as Exhibit A.

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 4th day of March, 2025.

THE CITY OF BASTROP, TEXAS:



John Kirkland, Mayor Pro-Tem

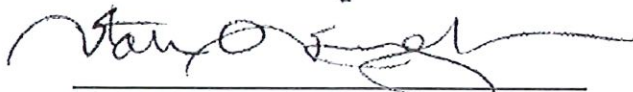
ATTEST:



Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:



City Attorney

Exhibit A

PURCHASE & SALE AGREEMENT GUADALUPE BARRAGAN, SYLVIA BARRAGAN, JESSICA COLLETTE ASTORGA BARRAGAN, EVILLEDIO 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, Evilledio 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, Evilledio 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, Evilledio 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
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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: _____

Jessica Collette Astorga Barragan
By: Jessica Collette Astorga Barragan
Date: 03/10/2025

By: Evilledo Giovanni Barragan
Date: _____

By: Marcos Simon Barragan
Date: _____

BUYER:

THE CITY OF BASTROP, TEXAS

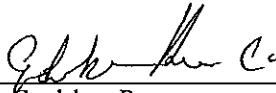
By: Sylvia Carrillo, City Manager
Date: _____

ATTEST:

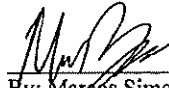
By: Victoria Psenick, Assistant City Secretary


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


SELLER:


By: Guadalupe Barragan
Date: 3-10-2025

By: Jessica Collette Astorga Barragan
Date: _____


By: Marcos Simon Barragan
Date: _____


By: Sylvia Barragan
Date: 03-10-2025


By: Ewilledo Giovanni Barragan
Date: 03-10-2025

BUYER:

THE CITY OF BASTROP, TEXAS

By: Sylvia Carrillo, City Manager
Date: _____

ATTEST:

By: Victoria Psenick, Assistant City Secretary

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

DocuSigned by:
Sylvia Carrillo
By: Sylvia Carrillo, City Manager
Date: 3/10/2025

ATTEST:

Victoria Psenick
By: Victoria Psenick, Assistant City Secretary

EXHIBIT "A"

BEING A PORTION OF BUILDING BLOCK NO. 55, MAP OF BASTROP, TEXAS, AN ADDITION TO BASTROP COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 1, PAGE 23-A, PLAT RECORDS, BASTROP COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT 3 IN A RELEASE OF LIEN DATED MARCH 06, 2017, AS RECORDED IN INSTRUMENT NO. 201703200, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHEAST CORNER OF SAID TRACT 3, SAID IRON ROD BEING THE INTERSECTION OF THE SOUTH LINE OF WALNUT STREET AND THE WEST LINE OF MARTIN LUTHER KING DRIVE;

THENCE SOUTH 01° 14' 41" EAST, A DISTANCE OF 126.00 FEET ALONG SAID WEST LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHEAST CORNER OF SAID TRACT 3;

THENCE SOUTH 87° 17' 04" WEST, A DISTANCE OF 108.27 FEET ALONG THE SOUTH LINE OF SAID TRACT 3 TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHWEST CORNER OF SAID TRACT 3, SAID IRON ROD BEING ON THE EAST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO LINDA K. GREENE, AS RECORDED IN

INSTRUMENT NO. 201206718, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 02° 46' 12" WEST, A DISTANCE OF 135.05 FEET ALONG THE COMMON LINE OF SAID TRACT 3 AND SAID GREENE TRACT TO A 1/2-INCH IRON ROD FOUND AT THE COMMON NORTH CORNER OF SAID TRACT 3 AND SAID GREENE TRACT, SAID IRON ROD BEING ON THE AFORESAID SOUTH LINE OF WALNUT STREET;

THENCE SOUTH 88° 03' 41" EAST, A DISTANCE OF 112.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 14,356 SQUARE FEET OR 0.330 OF ONE ACRE OF LAND.

1311 Walnut Street

