

ORDINANCE NO 1226-06-20

AN ORDINANCE OF THE CITY OF HONDO ABANDONING A 0.428 ACRE TRACT OF LAND BEING A PORTION OF AVENUE N LOCATED BETWEEN SOUTH OF 13TH STREET AND NORTH OF 14TH STREET IN THE CITY OF HONDO, MEDINA COUNTY, TEXAS; RETAINING A UTILITY EASEMENT; ACCEPTING APPRAISAL AS FAIR MARKET VALUE FOR PROPERTY; DECLARING A PUBLIC PURPOSE; INCORPORATING RECITALS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY AND DECLARING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Local Government Code Section 272.001(b)-(c) provides that the notice and bid requirements in Section 272.001(a); a city may sell for fair market value streets or alleys, owned in fee or used by easement to an abutting property owner without satisfying and

WHEREAS, City of Hondo Code of Ordinances, Section 2.10.002 provides the requirements for closure, vacation, and abandonment of the right of way to a political subdivision, which include: (1) submission of a written request; (2) payment of processing fee; (3) payment of fair market value for the property; (4) execution of an agreement setting out the fee and terms of conveyance; (4) an city council ordinance closing, vacating, and abandoning the public right of way; and

WHEREAS, Local Government Code Section 272.001(b) provides that “fair market value” is determined by an appraisal obtained by the city that owns the land or interest; and

WHEREAS, the City owns a sixty (60) foot wide right of way for Avenue N, including gas, water and wastewater utility lines, lying south of 13th Street and north of 14th Street and described as:

A 0.428 of an acre tract of land, being all of Avenue N between 13th Street and 14th Street, C.J. Bless Addition, Hondo, Texas as recorded in Volume 6, Page 58, Plat Records, Medina County, Texas (the “Property”)

WHEREAS, the City and County are political subdivisions of the state of Texas; and

WHEREAS, County submitted written requests dated November 7, 2019 and February 24, 2020, to City requesting that City convey the Property to County for purposes related to construction of the Medina County Courthouse Annex Project and which will benefit the public its serves; and

WHEREAS, the City is agreeable to conveying the Property to County subject to the terms and conditions of the Purchase-Sale Agreement attached hereto as **EXHIBIT “B”**, attached hereto and incorporated for all purposes; and

WHEREAS, the City finds that abandonment of the Property will not affect the traffic flow or pattern in the area, and further finds that it is in the best interest of the City to abandon, vacate and close the Property for public use; and

WHEREAS, City now wishes to abandon this city property subject to the terms and conditions set forth below; now

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HONDO TEXAS:

SECTION 1. ABANDONMENT. The following portions of the Public Right of Way of land more or less and described as:

A 0.428 of an acre tract of land, being all of Avenue N between 13th Street and 14th Street, C.J. Bless Addition, Hondo, Texas as recorded in Volume 6, Page 58, Plat Records, Medina County, Texas, and being more particularly described by metes and bounds in the survey field notes included in **EXHIBIT "A"**, attached hereto for all purposes (the "Property")

The Property is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned; **SAVE AND EXCEPT** a utility easement reserved by and on behalf of the City, upon, the Property being abandoned and as more particularly described in the survey included in **EXHIBIT "A-1"**. City shall have the right at any time after the abandonment of the properties described herein with or without notice to the petitioner to enter upon the land to survey, access and use its easement rights which are reserved unto the City forever. City reserves all water and mineral rights on the Property.

SECTION 2. PUBLIC PURPOSE. That said portions of the Public Right of Way described in Section 1, save and except the utility easement described therein are no longer needed for public purposes and it is in the public interest of the City, to abandon said described portions of the Public Right of Way.

SECTION 3. SCOPE. That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Section 1. of this ordinance, and shall be construed only to that interest the governing body of the City may legally and lawfully abandon.

SECTION 4. AUTHORITY AND EXCEPTION. In addition to the express reservations provided for in Section 1 hereof, the abandonment is made subject to any and all valid, conditions, easements, restrictions and the like filed of record in the real property records of Medina County Texas. The City Manager is authorized to execute the Purchase – Sale Agreement included in **EXHIBIT "B"** and a Deed Without Warranty substantially in the form included in **EXHIBIT "C"**, to convey the interests described in Section 1 hereof to Medina County upon receipt of the fair market value for said properties paid to the City of Hondo.

SECTION 5. FAIR MARKET VALUE. City accepts the property appraisal prepared by Trans Texas Properties & Company, dated November 12, 2019, estimating the value of the Property at **\$27,975.00** and establishing the fair market value for the Property as required under Local Government Code Section 272.001(b).

SECTION 6. INCORPORATION OF RECITALS. The City Council finds the recitals contained in the preamble to this ordinance are true and correct and incorporates them as findings of fact.

SECTION 7. REPEALING ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

SECTION 9. EFFECTIVE DATE. The Ordinance shall be effective immediately following its passage and approval by council.

PASSED AND APPROVED this 8th day of June, 2020.



MAYOR

ATTEST:



Miguel Cantu, City Secretary



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: _____, 2020

Grantor: CITY OF HONDO, a Texas municipal corporation

Grantor's Mailing Address:

City of Hondo
1600 Avenue M
Hondo, Medina County, Texas 78861

Grantee: MEDINA COUNTY, a political subdivision of the State of Texas

Grantee's Mailing Address:

Medina County Judge
1893 Jail Building
1502 Avenue K, Room 201
Hondo, Medina County, Texas 78861

Consideration:

For TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

A 0.428 of an Acre of Land, being all of Avenue N between 13th Street and 14th Street, C.J. Bless Addition, Hondo, Texas as recorded in Volume 6 on Page 58 of the Plat Records of Medina County, Texas, and being more particularly described by metes and bounds in the survey field notes included in **EXHIBIT "A"**, attached hereto for all purposes.

Reservations from Conveyance:

Grantor reserves a utility easement on the Property including, but not limited to, constructing, reconstructing, re-aligning, inspecting, patrolling, maintaining, operating, altering, servicing, repairing, adding, removing and replacing utilities in the utility easement. Grantor shall have the right at any time with or without notice to the Grantee to enter upon the Property to survey, access and use its easement rights which are reserved unto the City forever. Grantee will not, nor will allow others, to install or erect any structure or obstruction or to excavate or fill within the utility easement, without Grantor's written approval.

Grantee will have the right to use and enjoy the surface of the utility easement for all purposes that do not materially interfere with or interrupt the use or enjoyment of the utility easement by Grantor. Grantee may pave over and use the same for parking or other cross access purposes on the utility easement and generally use all or part of the utility easement provided that such use does not materially interfere with or interrupt Grantor's use or enjoyment of the utility easement.

Grantor agrees to restore the surface of the soil of the utility easement that has been disturbed, removed, relocated, or altered resulting from Grantor's use of the Easement, in each case to substantially and as reasonably practicable to the same condition as existed immediately prior to Grantor's exercise of its easement rights. Grantor will not be responsible for repairing any surface improvements such as pavement, benches, sidewalks, landscaping, and irrigation.

Grantor reserves all Edwards Aquifer Authority ("EAA") BASE and Unrestricted Permitted Ground Water Rights under Grantor's EAA Permits, or any successor or substitute permits, together with all rights associated therewith severable from the Property including, but not limited to, the following EAA Permit Nos.:

1. IRP (2002-ME00306) filed of record in Volume 456, Page 372, Medina County Official Public Records;
2. (2005-P100-198 (BE00081AC) filed of record in Volume 598, Page 580, Medina County Official Public Records;
3. P100-860, No. P108-321 (ME00305) filed of record in Volume 729, Page 1279, Medina County Official Public Records;
4. P102-883 (ME00305) filed of record in Volume 731, Page 1017, Medina County Official Public Records;
5. P100-861 (ME00306) filed of record in Volume 731, Page 1095, Medina County Official Public Records; and
6. P108-321 (ME00305) filed of record under Clerk's File No. 2017001319, Medina County Official Public Records.

The acre feet of Base Irrigation Groundwater Rights (the "BIG") appurtenant to the Property (or the amount the EAA determines are appurtenant to the Property) derived from EAA Permit No. P100-860, No. P108-321, and No. P108-380, or any successor or substitute permit(s),

together with all rights associated therewith, are conveyed by Grantor to Grantee in Fee Simple Determinable, which rights shall automatically revert back to the Grantor upon the date such BIG are no longer categorized as Base Irrigation Groundwater by the EAA and therefore are severable from the Property. Grantee agrees that when the BIG automatically revert back to the Grantor under this paragraph, Grantee shall execute any and all reasonable documentation necessary to further evidence this reversion, including, but not limited to, an affidavit of reversion, deed of reversion or other such documentation; provided, however, that it is intended that no such documentation shall be necessary and that this reversion shall be automatic without the need for further action on the part of Grantor. Grantee also hereby designates and appoints Grantor as its nominee, representative and/or attorney-in-fact in all matters related to the conversion of the BIG including the right to convert the BIG, as well as the authority to amend or modify any permit issued by the EAA (or any successor entity which jurisdiction over the BIG) for the BIG to reflect title to the BIG in Grantor. The power of attorney granted herein is irrevocable and coupled with an interest.

Grantor shall also bear all costs and expenses that are related to the conversion of the BIG. Grantor, for itself, its successors or assigns, will waive Grantor's right to use, enter upon or occupy any portion of the surface of the Property for purposes of exploring, producing, developing, or transporting any groundwater from the Edwards Aquifer reserved by Grantor, and not to place any fixtures, equipment, buildings or structures on the Property. Grantor also reserves to itself and shall be entitled to any proceeds from groundwater trust transfer contracts relating to, or the retirement and/or abandonment of the BIG. Grantee hereby designates Grantor as its nominee, representative and attorney-in-fact in all matters related to groundwater trust transfer contracts, and the retirement and/or abandonment of the BIG and agrees that such power of attorney shall be irrevocable and coupled with an interest.

Grantor reserves all of the oil, gas, and any other minerals in and under the Property but waives and grants to Grantee all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the rights of the Grantee, its successors and assigns, to take and use all of other minerals and materials thereon, therein or thereunder.

Exceptions to Conveyance:

Validly existing easements and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

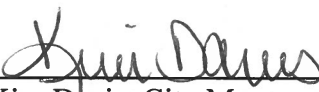
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

CITY OF HONDO



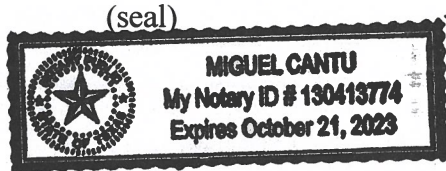
Kim Davis, City Manager

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STATE OF TEXAS)

COUNTY OF MEDINA)

This instrument was acknowledged before me on June 9, 2020, 2020, by Kim Davis, as the City Manager of CITY OF HONDO, a Texas municipal corporation, on behalf of said municipality.



A large, stylized handwritten signature in blue ink, appearing to read "Miguel Cantu".

Notary Public, State of Texas
Printed Name: Miguel Cantu
My commission expires: 10/21/23

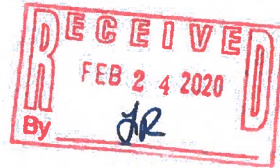
AFTER RECORDING RETURN TO:
Medina County Judge
1893 Jail Building
1502 Avenue K, Room 201
Hondo, Texas 78861

EXHIBIT "A"

(Description of Property – 0.428 acre tract of land)

Medina Valley Surveys, Inc.

P.O. Box 1189 Cartersville Texas 78009
830.538.6427 MedinaValleySurveys.com
TSPS No. 1000200



METES AND BOUNDS DESCRIPTION OF

0.428 of an Acre of Land, being all of Avenue N between 13th Street and 14th Street, C. J. Bless Addition, Hondo, Texas as recorded in Volume 6 on page 58 of the Plat Records of Medina County, Texas, being more particularly described as follows:

BEGINNING at a set sixty-penny nail and washer in asphalt, the southwest corner of Lot 4, Block 1, C. J. Bless Addition, the intersection of the north right of way line of 14th Street with the east right of way line of Avenue N and the southeast corner of this tract, from which a found sixty-penny nail and washer on the west right of way line of Texas Farm to Market 463 bears S89°50'06"W 290.61 feet (record: 290.0 feet);

THENCE S89°50'06"W 60.00 feet (record: 60.0 feet) with the north right of way line of 14th Street to a found #4 rebar, the southeast corner of Lot 1, Block 6, C. J. Bless Addition, the intersection of the north right of way line of 14th Street with the west right of way line of Avenue N and the southwest corner of this tract;

THENCE N00°08'52"E 310.46 feet (record: 310.0 feet) with the east line of Block 6, passing a chain link fence corner post at a distance of 165 feet and continuing on the same course, diverging west from a chain link fence, to the northwest corner of this tract, the northeast corner of Lot 8, Block 6 and the intersection of the west right of way line of Avenue N with the south right of way line of 13th Street from which a found #4 rebar at a chain link fence corner post bears S68°32'38"E 3.75 feet;

THENCE N89°52'46"E 60.00 feet (record: 60.0 feet) with the south right of way line of 13th Street to the northeast corner of this tract, the northwest corner of Lot 5, Block 1 and the intersection of the east right of way line of Avenue N with the south right of way line of 13th Street from which a found #4 rebar, the mid-point on the south line of Block 4, C. J. Bless Addition, bears N00°08'52"W 410.00 feet and N89°52'46"E 145.00 feet and a found #5 rebar bears S63°13'24"E 3.54 feet;

THENCE S00°08'52"W 310.41 feet (record: 310.0 feet) with the west line of Block 1 to the POINT OF BEGINNING, containing 0.428 of an acre of land.

Bearings and Distances are based on Grid North according to the Texas Coordinate System, South Central Zone, NAD 1983.
Record courses refer to Volume 6, page 58, Medina County Plat Records.
A survey plat accompanies this description.

STATE OF TEXAS
COUNTY OF MEDINA

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM AN
ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 5, 2019.

PAUL T. CAREY, RPLS 4456
Released: November 7, 2019
Job Number 12036

12039aveNmb.doc



EXHIBIT "A"

Deed Without Warranty – City of Hondo to County of Medina
#268520-v1; 7105/1 {Portion of Ave. N between 13th & 14th Streets}

PURCHASE - SALE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

This Contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: **CITY OF HONDO** ("City" or Seller)

Buyer: **MEDINA COUNTY** ("County" or Buyer)

Property:

A 0.428 of an acre of land, being all of Avenue N between 13th Street and 14th Street, C. J. Bless Addition, Hondo, Texas as recorded in Volume 6 on Page 58 of the Plat Records of Medina County, Texas, and being more particularly described by metes and bounds in the survey field notes included in **EXHIBIT "A"**, attached hereto for all purposes; **SAVE AND EXCEPT** a utility easement reserved by and on behalf of the City upon the Property.

Purchase Price: \$27,975.00

Earnest Money: Within 5 business days of the Effective Date, Buyer will deposit with Seller **\$10.00** as Earnest Money, which is non-refundable after the expiration of the Option Period, as extended, but refundable if Buyer terminates this Agreement for any reason or no reason prior to the expiration of the Option Period, as extended. The Earnest Money, and any Additional Earnest Money, will be applied to the Purchase Price.

Title Commitment: None.

Option Period: None.

Closing Date: The closing will occur no later than _____, 2020, at a date mutually agreeable to the parties, unless as otherwise provided herein or mutually extended by the Parties. At Closing, Buyer will present the Purchase Price at Seller's Offices located at 1600 Avenue M, Hondo, Texas 78861 and Seller will concurrently deliver a Deed Without Warranty for the Property to Buyer.

A. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may, as its sole and exclusive remedy may elect to:

- (a) Terminate this contract by giving written notice thereof to Seller on or before the Closing Date, in which event all Earnest Money, including any portions thereof previously released to Seller, will promptly be returned to Buyer and the parties will have no further obligation to each other except for any obligations that may survive this contract; or
- (b) Waive such default and consummate the transactions contemplated hereby in accordance with the terms of this contract; or
- (c) Specifically enforce this Agreement.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may, as its sole and exclusive remedy terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have all of the Earnest Money paid to Seller.

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

B. Additional Terms and Conditions:

1. Seller agrees to convey the Property to Buyer subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the Buyer or any other public utility, or now in force and existing of record in the office of the County Clerk of Medina County, Texas, to which reference is here made for all purposes. Seller agrees to pay all ad valorem taxes through 2020.

2. The following provisions will survive Closing:

- a. City reserves a utility easement on the Property. City will restore the surface of the soil that may be disturbed upon City's operation, and maintenance of utilities located in the reserved easement. City will not restore or repair any improvements, including any pavement, located in the reserved easement.

- b. Seller will reserve all water and mineral rights on the Property.
3. Grantee agrees to acquire the Property "AS IS, WHERE IS" and to release City from all environmental liability.
4. Seller agrees to comply with the terms of this Contract and agree that the Seller's conveyance of Seller's rights in the Property will become effective at the time of closing.
5. The parties' representations stated in **EXHIBIT B** are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct. Unless Seller notifies Buyer to the contrary on or before the Closing Date or Buyer has actual knowledge to the contrary as of the Closing Date, Buyer is entitled to presume that the representations of Seller in **EXHIBIT B** are true and correct as of the Closing Date.
6. This agreement supersedes any and all other agreements, either oral or in writing, between the Seller and the Buyer with respect to this Contract.
7. This Contract is contingent upon approval by the Hondo City Council and Medina County Commissioners Court.

C. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this Contract will be given by email, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.
3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns. County may not assign this Contract without City's written approval.
5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal

doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Medina County, Texas, and nowhere else. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

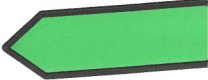
12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. Reserved.

14. *Brokerage Commission.* Each party represents and warrants to the other that it has not dealt with any broker or agent who would be entitled to a commission in connection with the sale of the Property pursuant to this Contract. To the extent allowed by law, Seller agrees to hold Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Buyer by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party (other than Broker) claiming by, through or under Seller.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

SELLER: CITY OF HONDO , a Texas municipal corporation By: <u>Kim Davis</u> Kim Davis, City Manager Date: <u>6/9/2020</u>	BUYER: MEDINA COUNTY , political subdivision of the State of Texas By: _____ Honorable Chris Schuchart, County Judge Date: _____
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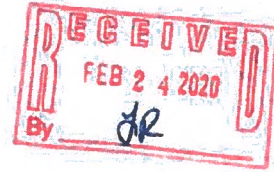


<u>Seller's Address:</u> City of Hondo 1600 Avenue M Hondo, Texas 78861 Att: City Manager Phone: 830-426-3378 Fax: 830-426-5189	<u>Buyer's Address:</u> County Judge 1893 Jail Building 1502 Avenue K, Room 201 Hondo, Texas 78861 Phone: 830-741-6020 Fax: 830-741-6025
<u>Seller's Attorney:</u> Jessie Lopez Davidson Troilo Ream & Garza, PC 601 NW Loop 410, Suite 100 San Antonio, Texas 78216 Phone: 210-349-6484 Fax: 210-349-0041	<u>Buyer's Attorney:</u>

EXHIBIT A
0.428 Acre Tract - Property Description

Medina Valley Surveys, Inc.

P.O. Box 1189 Castroville Texas 78009
830.538.6427 MedinaValleySurveys.com
TIFLS No. 1000200



METES AND BOUNDS DESCRIPTION OF

0.428 of an Acre of Land, being all of Avenue N between 13th Street and 14th Street, C. J. Bless Addition, Hondo, Texas as recorded in Volume 6 on page 58 of the Plat Records of Medina County, Texas, being more particularly described as follows:

BEGINNING at a set sixty-penny nail and washer in asphalt, the southwest corner of Lot 4, Block 1, C. J. Bless Addition, the intersection of the north right of way line of 14th Street with the east right of way line of Avenue N and the southeast corner of this tract, from which a found sixty-penny nail and washer on the west right of way line of Texas Farm to Market 463 bears S89°50'06"W 290.61 feet (record 290.0 feet);

THENCE S89°50'06"W 60.00 feet (record 60.0 feet) with the north right of way line of 14th Street to a found #4 rebar, the southeast corner of Lot 1, Block 6, C. J. Bless Addition, the intersection of the north right of way line of 14th Street with the west right of way line of Avenue N and the southwest corner of this tract;

THENCE N00°08'52"E 310.46 feet (record 310.0 feet) with the east line of Block 6, passing a chain link fence corner post at a distance of 165 feet and continuing on the same course, diverging west from a chain link fence, to the northwest corner of this tract, the northeast corner of Lot 8, Block 6 and the intersection of the west right of way line of Avenue N with the south right of way line of 13th Street from which a found #4 rebar at a chain link fence corner post bears S68°32'38"E 3.75 feet;

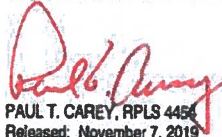
THENCE N89°52'46"E 60.00 feet (record 60.0 feet) with the south right of way line of 13th Street to the northeast corner of this tract, the northwest corner of Lot 5, Block 1 and the intersection of the east right of way line of Avenue N with the south right of way line of 13th Street from which a found #4 rebar, the mid-point on the south line of Block 4, C. J. Bless Addition, bears N00°08'52"W 410.00 feet and N89°52'46"E 145.00 feet and a found #5 rebar bears S63°13'24"E 3.54 feet;

THENCE S00°08'52"W 310.41 feet (record 310.0 feet) with the west line of Block 1 to the POINT OF BEGINNING, containing 0.428 of an acre of land.

Bearings and Distances are based on Grid North according to the Texas Coordinate System, South Central Zone, NAD 1983.
Record courses refer to Volume 6, page 58, Medina County Plat Records.
A survey plat accompanies this description.

STATE OF TEXAS
COUNTY OF MEDINA

I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM AN
ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 5, 2019.

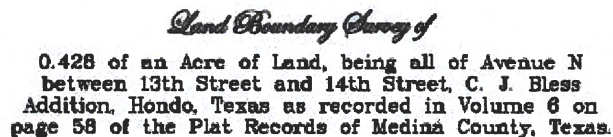

PAUL T. CAREY, RPLS 4456

Released: November 7, 2019
Job Number 12036



12039aveNmb.doc

Property Address: Avenue N Between 18th Street and 14th Street



All "SET" corners are marked with a red plastic cap stamped "GARET 4454".
 Record Journals, shown in RED, refer to Volume 6, page 30.
 Bearings are based on Grid North according to the Texas Coordinate System, South Central Zone, North American Datum, 1983.
 Professional and Ethics Statements prepared by Texas Society of Professional Engineers and Land Surveyors 1017 E. International

Surveyed: when
 Released: when
 Requested by: who
 Company: firm
 Delivered to: where
 Reference #: of
 File #/book: May 12, 2020
 Updated on: 0030u
 File Number:

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UNITED STATES MARSHALS SERVICE, 400 NORTH 3RD STREET, SUITE 100, MINNEAPOLIS, MN 55401. (612) 342-2222. FAX (612) 342-2223. WWW.USMS.GOV

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MEDINA VALLEY SURVEYS

Surveying Texas Since 1985
P.O. Box 1159, Carrollton, Texas 75006
972.222.6437 info@valleyurveyors.com
TOLL FREE 800.522.0000

STATE OF TEXAS
COUNTY OF MEDINA

I HEREBY CERTIFY THAT THE FOREGOING WAS PREPARED FROM AN ACTUAL SURVEY MADE AND CONDUCTED BY ME AND THAT THERE ARE NO KNOWN ENCUMBRANCES ON THE LANDS DESCRIBED AS SHOWN

Frank C. Long

Frank C. Long, Registered Professional Surveyor
10000 Highway 120, Suite 100, Austin, Texas 78738
P.O. Box 10000, Austin, Texas 78738

EXHIBIT B
Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

A.1. Authority. City has authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller by any other party that might adversely affect the Property or Seller's ability to perform its obligations under this contract.

A.3. Violation of Laws. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

A.4. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of the presence of hazardous materials affecting the Property.

A.6. No Other Obligation to Sell the Property or Restriction against Sale. Seller has not obligated itself to sell all or any portion of the Property to any person or party other than Buyer. Seller's performance under this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.7. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Seller and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property.

A.8. Seller's Documents. The copies of Seller's documents provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the originals, or the copies of such documents in Seller's possession or control. The Seller's documents provided by Seller to Buyer for Buyer's inspections that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer at the time of delivery of any documents provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge of any material respect in which such Seller's documents are not true, correct, and complete.

A.9. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with any or all of the parties comprising Seller.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

Authority of County. Buyer is a political subdivision of the State of Texas duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

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A.7. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Seller and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property.

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