

## PURCHASE AGREEMENT

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein, Gloria De La Rosa Garza (the "Seller," whether one or more) hereby agrees to grant, bargain, sell and convey to the City of San Marcos, Texas (the "City"), or its assignee, and the City agrees to purchase the property as described in Exhibit "A," attached hereto and made a part hereof for all purposes (the "Property"), subject to the terms and conditions below:

1. **Price:** The total purchase price for the Property to be paid by the City shall be \$195,000.00. Payment of the purchase price shall be made upon transfer of title to the City at closing.

2. **Title Company and Title Insurance:** The City will acquire at its own option and expense a policy of title insurance issued by a title company selected by the City (the "Title Company"). The Title Company shall act as escrow agent. If the City elects not to use a title company, the City's Real Estate Manager, shall process all funds transfers and payments.

3. **Closing:** Closing shall occur at the Title Company, or at the office of the City's Real Estate Manager if no title company is used, on or before 90 days after the effective date of this agreement at the election of the City. Notwithstanding the foregoing, if examination of title, or any other source discloses any defects of said title which, in the opinion of the City, cannot be cured in a reasonable time, then the City, in its discretion, reserves the right to extend the date for closing for the period of time necessary to cure such defects or terminate this agreement.

4. **Conveyance:** Upon closing, the Seller shall convey to the City, or its assignee, by General Warranty Deed a good and marketable fee simple title to the Property and all appurtenances, free and clear of all liens, assessments and encumbrances, except as specifically agreed to by the City.

5. **Closing Expenses:** The General Warranty Deed shall be prepared by the City. All expenses for the recording of the deed and incidental closing expenses shall be paid by the City.

6. **Damage to Property:** It is further agreed and understood that the purchase price stated above is based upon the condition of the Property as of the date of this agreement, and if between said date and the date upon which title is conveyed to the City, any loss or damage occurs to the Property by any cause whatsoever, including but not limited to fire, casualty, theft, or vandalism, said loss or damage shall be at the risk of the Seller. In the event the condition of the Property should change, for any reason, prior to the date of delivery of possession to the City, the City shall have the right to terminate this agreement, pay a lesser amount consistent with any decrease in value caused by the loss or damage, or pay the purchase price and accept any proceeds under any policies of insurance if the rights to such proceeds are assigned to the City.

7. **Leases:** It is further agreed and understood that if the Property or any portion thereof is currently leased to any individual, family or business concern as tenant or tenants of the Seller, the Seller will terminate the lease and the closing date will be extended until the date all

tenants have vacated the Property pursuant to such termination, unless the City agrees to an assignment of such lease. The Seller, otherwise, agrees not to enter into any leases of the Property or any portion thereof after the date of this agreement.

**8. Taxes and Assessments:** Taxes and assessments against the Property shall be prorated through the date of closing. It is understood and agreed by the Seller that, after closing, the City may forward any tax bills attributable to the Seller's ownership of the Property directly to the Seller and the Seller shall promptly pay such bill. If the City pays such bill, it may forward an invoice to the Seller for reimbursement and the seller shall promptly pay such invoice. The City may pursue any remedies available at law or in equity to enforce the Seller's obligations under this paragraph. The Seller's obligations under this paragraph shall survive closing.

**9. Entire Agreement:** The full agreement of the Seller and the City is set forth in the text of this instrument, and no other representations or obligations other than those set forth herein will be recognized.


**10. Venue:** Venue for any dispute arising under this agreement shall be in the appropriate state court in Hays County, Texas having jurisdiction or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

**11. Binding on Successors:** This agreement shall be binding upon the Seller and the Seller's heirs, executors, administrators, successors and assigns.

**12. Subject to Approval:** The effectiveness of this agreement is subject to approval of the San Marcos City Council when the purchase price exceeds \$100,000.

EXECUTED to be effective as of the date of the last signature below.

SELLER:

  
Gloria De La Rosa Garza

Date: 4-14-25

CITY OF SAN MARCOS, TEXAS

\_\_\_\_\_  
Stephanie Reyes, City Manager

Date: \_\_\_\_\_

**EXHIBIT A**  
**Property Description**

## **2.998 Acres**

### **State of Texas County of Guadalupe**

Field notes of a 2.998 acre tract of land situated in Guadalupe County, Texas and being out of the Andrew Mitchell League Survey No. 62, Abstract No. 220, and comprising that same tract called 1.4970 acres, conveyed to Gloria D. Garza by deed recorded in Volume 2542, Page 916, Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), and that same tract also called 1.4970 acres, conveyed to Gloria D. Garza by deed recorded in Volume 2633, Page 551, Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), said 2.998 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod (N: 13,844,208.97 E: 2,311,428.36 GRID) found in the northeast line of a 25.013 acre tract described in Document No. 202499026872 (O.P.R.G.C.T.), being the west corner of a remaining portion of a called 127.198 acre tract (no metes and bounds) according to deed recorded in Volume 447, Page 633, Deed Records of Guadalupe County, Texas (D.R.G.C.T.), and being the south corner of said 1.4970 acre tract and this tract.

Thence N 41° 42' 01" W. 286.84 feet along the northeast line of said 25.013 acre tract, being the southwest line of said 1.4970 acre tract, to a ½" iron rod found in the southeast line of a 100 acre tract described in Volume 1156, Page 741 (O.P.R.G.C.T.), being a north corner of said 25.013 acre tract and the west corner of said 1.4970 acre tract and this tract.

Thence along the northwest line of said two 1.4970 acre tracts, being the southeast line of said 100 acre tract, as follows:

N 48° 52' 20" E. 228.85 feet to a ½" iron rod with orange cap (Hays RPLS 5703) found at the north corner of said 1.4970 acre tract, being the west corner of said other 1.4970 acre tract, and being an angle point in this tract.

N 48° 24' 24" E. 227.66 feet to a ½" iron rod with orange cap (Hays RPLS 5703) found at the west corner of a 1.52 acre tract (no field notes found), according to Document No. 2018002340 (O.P.R.G.C.T.), being the north corner of said other 1.4970 acre tract and this tract.

Thence S 41° 30' 39" E. 285.85 feet along the northeast line of said other 1.4970 acre tract, being the southwest line of said 1.52 acre tract, to a ½" iron rod with orange cap (Hays RPLS 5703) found in the northwest line of a 16.743 acre tract described in Document No. 2016013013 (O.P.R.G.C.T.), being the south corner of said 1.52 acre tract, and being the east corner of said other 1.4970 acre tract and this tract.

2.998 acres continued...

Thence along the southeast line of said two 1.496 acre tracts, being the northwest line of said 16.743 acre tract and the remaining portion of said called 127.198 acre tract, as follows:

S 47° 42' 23" W. 40.12 feet to a ½" iron rod found at a west corner of said 16.743 acre tract, being a north corner of said remaining portion of said called 127.198 acre tract, and being an angle point in this line.

S 48° 30' 05" W. 187.42 feet a ½" iron rod with orange cap (Hays RPLS 5703) found at the south corner of said other 1.496 acre tract and the east corner of said 1.496 acre tract, and being an angle point in this line.

S 48° 40' 13" W. 228.02 feet to the Place of Beginning and containing 2.998 acres (130,598 square feet) of land according to a survey made on the ground.

All ½" iron rods set with plastic cap "BASELINE CORP"

Job No. 0000044163.2000 – City of San Marcos

RE: Plat-Bearing Source: Texas Coordinate System NAD 83 (2011) – South Central Zone (4204)

Distances are GRID – to convert to surface multiply by 1.00013



Surveyed March 7, 2025

A handwritten signature in black ink, appearing to read "H. A. Kuehlem", written over a horizontal line.

**HENRY A. KUEHLEM**  
**REGISTERED PROFESSIONAL LAND SURVEYOR**  
**NO. 4020**

