

RESOLUTION NO. R2024-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE PURCHASE OF LOT ONE KROEGER SUBDIVISION, AS SHOWN BY PLAT RECORDED AS DOCUMENT NO. 201400549, IN THE PUBLIC RECORDS OF BURNET COUNTY, TEXAS FROM THE BURNET ECONOMIC DEVELOPMENT CORPORATION

Whereas, on December 1, 2023, the BEDC closed on the purchase of a 0.37-acre lot adjoining the Bealls Building and a 6.16-acre lot located on the east banks of Hamilton Creek, north of State Highway 29; and

Whereas, the purpose of this transaction was to acquire the 0.37-acre lot and consolidate it with the Bealls Building lot, making both lots more desirable for redevelopment; and

Whereas, seller conditioned the sale of the 0.37-acre lot on the BEDC also purchasing the 6.16-acre lot; and

Whereas, as the 6.16-acre lot is located in a residential area it is not a candidate for BEDC redevelopment or marking; and

Whereas, however, City Council finds its proximity to Hamilton Creek and Haley-Nelson Park makes it desirable to the City for park and open space development; and

Whereas, City Council adopts this resolution to facilitate the purchase of the 6.16-acre lot from the BEDC.

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

Section one. Approval. The following transactional documents, attached hereto, are hereby approved:

- (a) The agreement to purchase the Property from the BEDC for a purchase price of \$300,000.00; and
- (b) the form of the sales agreement and the special warranty deed.

Section two. Authorization. The mayor is hereby authorized to execute instruments in substantial form as the transactional documents, attached hereto, and take such further action, and execute such ancillary documents, as may be reasonably necessary to facilitate the close of the transaction authorized by this resolution. In that regard the mayor is hereby authorized to close on the sale without further Council action provided; the final sales price is \$300,000.00.

Resolution approving sale of Bealls Property to BEDC


Section three. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section four. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.


PASSED AND APPROVED this the 27th day of February, 2024.

CITY OF BURNET, TEXAS

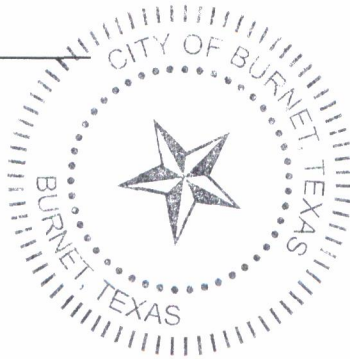


Gary Wideman, Mayor

ATTEST:



Kelly Dix, City Secretary



STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF BURNET §

PURCHASE AGREEMENT

THAT, the Burnet Economic Development Corporation, a 4B established pursuant to the Development Corporation Act of 1979, acting by and through its Board of Directors President, hereinafter referred to as "**SELLERS**", for and in consideration of the agreed purchase price of Three-Hundred-Thousand 00/100 United States Dollars (\$300,000.00) (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL** and **CONVEY** by Special Warranty Deed to, the City of Burnet, a Texas home rule municipality acting through its mayor, hereinafter referred to as "**PURCHASER**"; a good and marketable title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described Property in the City of Burnet, Burnet County, Texas, to-wit:

BEING Lot One (1) KROGER SUBDIVISION, a subdivision in the City of Burnet, Burnet County, Texas, as shown by plat recorded in Document No. 201400549, Official Public Records of Burnet County Texas.

Together with all improvements incident or belonging thereto.

Purchase and Sale Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

SELLER hereby agrees to furnish **PURCHASER** a Release, Partial Release or Subordination of Lien, if applicable.

Special Conditions:

- (a) **Special Warranty Deed.** The form of the Special Warranty Deed attached hereto as **Exhibit "A"** is hereby approved by the Parties, and an instrument of conveyance, in substantial form as **Exhibit "A"** shall be duly executed by the Parties representatives and recorded in the Burnet County Public Records.
- (b) **Closing Costs.** All closing costs, including the costs of recordation of the Special Warranty Deed and Deed of Trust, shall be paid by **PURCHASER**.
- (c) **Dispute Resolution.** Any dispute arising between the Parties regarding any aspect of this Agreement, or transaction, shall be resolved by the Burnet City Council, whose decision shall be final and binding.

Until title has been conveyed to the **PURCHASER**, loss, or damage to the property by fire or other casualty, except that caused by **PURCHASER**, shall be at the risk of the **SELLER**

and the amount thereof shall be deducted from the Purchase Price. In the event this purchase fails to close through no fault of **SELLER, PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property.

The **PURCHASER** may take possession of the Property and begin construction immediately upon the **SELLER'S** execution of this contract.

PURCHASER takes the Property "As Is Where Is" with all faults both latent and patent.

EXECUTED to be EFFECTIVE this the 20th day of February, 2024.

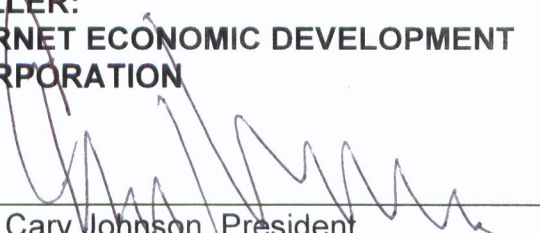
**PURCHASER:
CITY OF BURNET**

BY: 

Gary Wideman, Mayor

ADDRESS: City of Burnet
P. O. Box 1369
1001 Buchanan Drive
Suite 4
Burnet, Texas 78611

**SELLER:
BURNET ECONOMIC DEVELOPMENT
CORPORATION**

BY: 

Cary Johnson, President

ADDRESS: Burnet Economic Development
Corp.
P. O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF BURNET §

DATE: February 20, 2024
GRANTOR: Burnet Economic Development Corporation
GRANTOR'S MAILING ADDRESS P. O. Box 1369 Burnet, Burnet County, Texas 78611
GRANTEE: City of Burnet
GRANTOR'S MAILING ADDRESS: P. O. Box 1369 Burnet, Burnet County, Texas 78611

PROPERTY (including improvements): Being Lot One (1) KROGER SUBDIVISION, a subdivision in the City of Burnet, Burnet County, Texas, as shown by plat recorded as Document No. 201400549, in the Public Records of Burnet County, Texas.

CONSIDERATION: Ten dollars cash and other good and valuable consideration.

RESERVATIONS. None.

EXCEPTIONS. This conveyance is made and accepted subject to all easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances; and all applicable zoning laws, regulations, and ordinances of municipal or other governmental authorities. .

Grantor in consideration of the valuable consideration paid by Grantee, to Grantor, the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed and by these presents does grant, sell, and convey to Grantee, all of the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to have and to hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor, Grantor's heirs, executors, administrators, and successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, though, or under Grantor but not otherwise, subject to the reservations from and exceptions to conveyance and warranty.

Resolution approving sale of Kroeger Property to City

Ad valorem taxes on the Property for the current year having been prorated between Grantor and Grantee, payment is assumed by Grantee.

GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND , EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY.

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Resolution approving sale of Kroeger Property to City

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

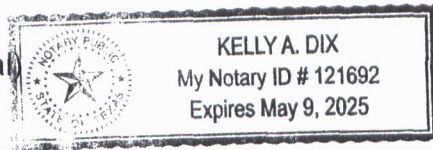
**GRANTOR
BURNET ECONOMIC DEVELOPMENT
CORPORATION**

By [Signature]
Cary Johnson, President

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 20th day of February, 2024 by Cary Johnson, as president of the Burnet Economic Development Corporation's board of directors, and on behalf of said corporation.

(Personalized Seal)



[Signature]
Notary Public in and for the State
of Texas

ACCEPTED BY:

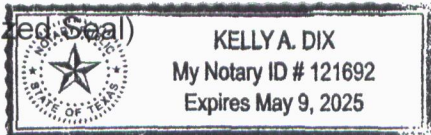
**GRANTEE
CITY OF BURNET**

By [Signature]
Gary Wideman, Mayor

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 20th day of February, 2024 by Gary Wideman, as mayor of the City of Burnet and on behalf of said municipality.

(Personalized Seal)



[Signature]
Notary Public in and for the State
of Texas