



## PURCHASE AGREEMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This Agreement by and between the **City of Baytown**, (hereinafter called the **City**), and **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, (hereinafter called **Owner**), whether one or more, shall be effective on the date of approval and execution by and on behalf of the **City**.

### I. Sale and Purchase of Property

**1.01** In view of the mutual covenants herein expressed and contained, the **Owner** hereby agrees to grant, bargain, sell and convey for the consideration and upon the terms herein stated to the **City**, and the **City** does hereby agree to purchase, for the consideration and upon the terms herein stated the property situated in **Harris** County, Texas which is described and shown in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

The **City** and the **Owner** do further agree as follows:

### II. Consideration

**2.01 Total Price: THREE HUNDRED FORTY THOUSAND AND NO/100 (\$340,000.00)** to be paid by the **City** for fee simple title and easement interest to the property described and shown in Exhibit "A" save and except oil, gas and sulphur, free of all liens, assessments and encumbrances.

Fee Simple Acquisitions (10,150 Sq. Ft.)	-	\$340,000.00
Damages	-	\$0.00
Cost to Cure	-	\$ 0.00
<b>Total</b>		<b>\$340,000.00</b>

Additionally, the City agrees to erect fencing as more particularly set forth in Section 5.06 herein.

The agreed upon compensation is in full and final settlement of the terms set forth herein, and **Owner** hereby releases, acquits and discharges **City**, together with its directors, officers, shareholders, employees, subcontractors, agents, attorneys, representatives, consultants and subsidiary and parent organizations, from and against any and all claims, damages, debts, obligations, controversies, attorneys fees, costs, suits, demands, liabilities, or causes of action, of any kind or nature whatsoever, at law or in equity, in contract or tort, general or special, for injuries or damages, liquidated or unliquidated, now existing or that might arise hereafter, relating to or arising out of or in any way connected to the **City's** purchase of the property.

### **III. Recording Costs and Title**

**3.01 Recording Costs:** The **City**, without cost to **Owner**, shall pay the cost of recording all instruments conveying title to the **City**.

**3.02 Liens and encumbrances against the Property:** **Owner** shall pay and obtain release of all liens, and mortgages recorded against the Property at or prior to Closing (if applicable).

### **IV. Closing**

**4.01 Ownership and Warranty Deed:** **Owner** agree to convey to the **City** fee simple title and an easement interest to the said property and all appurtenances thereto for the consideration stated subject to the aforementioned exception. After approval of title by the **City**, **Owner** agrees to deliver to the **City's** Closing Agent a **Special Warranty Deed**, properly executed, conveying fee simple title. The **City** warrant or wire transfer in payment of the consideration for such property shall be delivered to the **City's** Closing Agent and shall be payable the **Title Company**.

**4.02 Possession:** Until payment is made, and in the absence of a possession and use agreement between the parties, title and possession of the property to be conveyed to the **City** will remain with the **Owner**, who shall bear all risk of loss to any and all such property. 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 declare this agreement null and void.

**4.03 Closing Costs:** **City** will pay closing costs as described in section 3.01. **Owner** will pay **Owners'** legal expenses, if any. If **Owner** engages the services of a real estate agent or broker in connection with the sale and purchase of the Property, **Owner** will pay all commissions and broker's fees.

**4.04 Incidental Expenses:** After the date of payment of the purchase price, **Owners** will be reimbursed for any fair and reasonable expenses necessarily incurred in transferring title to the property to the **City** for its use. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the real property to the **City** and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. **Owners** may file a written request for review if it is believed that the **City** failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request review of a claim; however, the claim must be filed with the **City** serving the area in which the said property is located within six months after **Owners** are notified of the **City's** determination on any claim for reimbursement.

## **V. Miscellaneous**

**5.01 Entire Agreement:** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by the **City** and **Owner**.

**5.02 Binding:** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the **City** and **Owner**.

**5.03 Effective Date:** This Agreement is effective on the last date that both the **City** and **Owners** have signed and executed this Agreement.

**Owner:** 2200 Market Street Baytown, TX 77520

**City:** 2123 Market Street Baytown, TX 77522

### **5.06 Fencing Around The School Property And Detention Pond:**

- a. City will erect a fence system in the location indicated on drawings in Exhibit "B".

- b. The fencing will be completed to Texas Education Agency safety and security parameters and in consultation with the Owner.

**5.07 Additional Clauses: NONE**

THE FULL AGREEMENT OF THE **CITY** AND THE **OWNER** IS SET FORTH IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

**GOOSE CREEK CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

**CITY OF BAYTOWN**

By: \_\_\_\_\_  
Dr. Randal O'Brien, Superintendent

By: \_\_\_\_\_  
Jason Reynolds, City Manager

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

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