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LEGAL MEMORANDUM

TO: Webb County Commissioners Court

FROM: Juan J. Cruz, JCA LAW, PLLC

DATE: April 13, 2026

RE: Webb County Property Acquisition of Matamoros and Convent Properties

## Properties

The County is purchasing two properties in a single agreement that each are owned by a separate entity of a single natural owner. The properties are 1101 Matamoros Street and 720 Convent.

1101 Matamoros Street is a parking lot that is currently in use, and the County has communicated its intent to continue using it as a parking lot.

720 Convent is a building fitted for restaurant use and is not currently in use, except for storage by the owner. The County has expressed long-term plans for office use.

The County was initially only interested in the Matamoros property but was informed by the Seller that they would only sell the Matamoros property with the Convent.

## Appraisals and Purchase Price

Each property received an appraisal value of $1,020,000.00. Both properties are being purchased for a total purchase price of $2,200,000.00. The Earnest Money delivered to the Title Company upon effective date of the Earnest Money Contract (January 26, 2026) was $22,000.00.

## Key Terms

The properties are being sold "as is" meaning that the County is agreeing to accept the property in its current condition, limiting obligations to repair and cure defects, and shifting most of the risk to the County.

The Earnest Money Contract included a feasibility period of 120 days with the potential of a maximum of 180 days depending on environmental assessments (ESA). The County had broad discretion to terminate the contract and have the earnest money returned for virtually any reason in the County's sole discretion during the feasibility period.

**<u>Past Court Action</u>**

On January 26, 2026, the Court voted 5-0 to authorize the purchase and sale agreement (Earnest Money Contract) for the purchase of the properties. Since that action, the contract was executed and recorded, surveys were obtained, the title commitment was issued and objections by the County were submitted, and the Phase 2 ESA was returned.

**<u>Phase 1 ESA and Risks</u>**

The recommendation of Phase 1 for both properties was to conduct a Phase 2 ESA.

The need for a phase 2 ESA arose out of potential Chemical Concerns having been released on the properties in the past from former filling/service stations, underground storage tanks with uncertain conditions, and potential releases of chemicals in surrounding properties.

**<u>Phase 2 ESA Results</u>**

The conclusion of the Phase 2 ESAs for both properties recommended that no further action was required. Several chemicals were found were detected in each property; however, all were below a level of exposure requiring further action or concern. The borings conducted near the Underground Storage Tanks did not reveal chemicals requiring further action or concern.

**<u>Title Commitment and Objections</u>**

A title policy was issued for the sum of $2,000,000.00 to cover both properties. Our office submitted objections to the exceptions from coverage, seeking deletion of certain vague exceptions from coverage and in the alternative, modification with more definite terms. We are currently awaiting responses from the title company and Seller.

**<u>Conclusion and Recommendation</u>**

Since there are no further environmental assessments being required, the County may transition to closing on the acquisition of the properties. Our office's recommendation is that the Court authorizes the County authorize the County Judge to execute all documents necessary to close the transaction consistent with the Purchase and Sales Agreement.

**<u>Suggested Motion</u>**

I move that we authorize the County Administration to authorize the County Judge to execute all documents necessary to close the transaction consistent with the Purchase and Sales Agreement.

End of Memo. ***<u>JJC</u>***