

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**CONDITIONAL PURCHASE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, NELSON H. PUETT, hereinafter referred to as “**SELLER**”, for and in consideration of the agreed purchase price of **FOUR HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND NO/100 (\$455,000.00) DOLLARS** (the “Purchase Price”) and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by Special Warranty Deed to the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality, hereinafter referred to as “**PURCHASER**”; a good, 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 Pflugerville, Travis County, Texas, to-wit:

**DESCRIBE PROPERTY:**

Lot 1, Block A, WILKE RIDGE SUBDIVISION, according to the map or plat thereof, recorded in Document No. 200500119, Official Public Records, Travis County, Texas.

Together with all improvements incident or belonging thereto.

**Purchase and Sale Agreement:** **SELLER** agrees to sell and convey the Property to **PURCHASER**, and **PURCHASER** conditionally agrees to buy and pay **SELLER** for the Property. The promises by **PURCHASER** and **SELLER** stated in this contract are the consideration for the formation of this contract.

**Offer Conditional:** Pursuant to Pflugerville City Charter Section 3.14, **PURCHASER’S** obligation to buy or convey the real property described in this Conditional Purchase Agreement is conditional and shall not be effective until such action is approved by **PURCHASER’S** City Council. This Conditional Purchase Agreement is hereinafter referred to as the “Agreement.”

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

**Special Conditions:** **PURCHASER** acknowledges that the sale of property is under the threat of condemnation. **PURCHASER** will pay **SELLER’S** title policy costs at closing. Under this contract, **PURCHASER** shall have immediate and unencumbered access to the Property for any inspections, testing, surveying, and other activities to support its project and use.

The agreed Purchase Price includes full accord, satisfaction, and compensation for all demands and damages to the remaining property of **SELLER**, if any.

**INDEPENDENCE TITLE COMPANY** shall act as **Agent**, and **SELLER** agrees that closing shall occur at a mutually agreeable time and day at the **Agent's** office located at 203 West Main Street, Pflugerville, Texas, and **SELLER** shall appear at **Agent's** office at said time to execute a **SPECIAL WARRANTY DEED** in substantially similar form as **EXHIBIT "A"** and other conveyance documents reasonably required by **Agent**.

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 **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**, and **PURCHASER** does not proceed to condemnation, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property. This Agreement shall not be binding upon either party until it is accepted by the **PURCHASER**, acting by and through its City Manager, or other designated official. Such acceptance shall be acknowledged by the City Manager, or other designated official's execution of this Agreement. This Agreement contains the entire consideration for the purchase and conveyance of the Property, it being agreed and understood that there is no valid other written or parole agreement regarding the Property between **SELLER** and **PURCHASER**, or any officer or employee of **PURCHASER**.

This Agreement shall remain binding on the Parties for a period of 30 days after its execution by the City Manager, or other designated city official. After such period should the sale that is the subject of this Agreement not close, and **PURCHASER** has failed to initiate condemnation, such failure shall be deemed as **PURCHASER'S** decision not to proceed with closing or condemnation.

**PURCHASER** may take possession of the Property and begin construction immediately upon **SELLER's** execution of this Agreement.

**SELLER** represents to **PURCHASER** that there are no water wells, or other wells, or underground storage tanks on the Property, capped or uncapped, registered or unregistered. This provision shall survive closing.

If examination of title or any other source discloses any defects in the title to the Property which, in the opinion of **PURCHASER** cannot be cured in a reasonable time or which negatively impact the value of the property, then **PURCHASER**, in lieu of completing the purchase of the property, may, but shall not be required to, proceed to acquire the same by condemnation.

*Signature on following page*

EXECUTED this the 28 day of April, 2016.

SELLER:

  
Nelson H. Puett

PURCHASER:

**CITY OF PFLUGERVILLE,**  
a Texas home rule municipality

By: \_\_\_\_\_  
Brandon Wade, City Manager

ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

**PARCEL ADDRESS:**

17800 Wilke Ridge Lane  
Pflugerville, Texas 78660

md/tb/db

## EXHIBIT "A"

**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All 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.**

STATE OF TEXAS       §

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COUNTY OF TRAVIS   §

### Special Warranty Deed

Grantor:               Nelson H. Puett, Individually

Grantor's Address:   P.O. Box 9038  
Austin, TX 78766

Grantee:               City of Pflugerville, Texas, a Texas home rule municipality

Grantee's Address:   100 East Main St., Suite 300  
P.O. Box 589  
Pflugerville, TX 78691 (Travis County)

Property:             Lot 1, Block A, WILKE RIDGE SUBDIVISION, according to the map or plat thereof, recorded in Document No. 200500119, Official Public Records, Travis County.

Consideration:       In lieu of condemnation proceedings, and for ten Dollars and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged.

**Reservations from Conveyance:** None

**Exception to Conveyance and Warranty:** Validly existing easements, rights-of-way, 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; and taxes for current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, 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. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

**IN WITNESS WHEREOF**, Grantor has caused it representative to set its hand, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
Nelson H. Puett

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before on this \_\_\_\_ day of \_\_\_\_\_, 2016 by Nelson H. Puett.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**ACCEPTED ON BEHALF OF THE CITY  
OF PFLUGERVILLE, TEXAS:**

By: \_\_\_\_\_  
Brandon Wade, City Manager

**ATTEST:**

\_\_\_\_\_  
Karen Thompson, City Secretary

**PROJECT: HEATHERWILDE ELEVATED STORAGE**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2016  
by BRANDON WADE, in his capacity as City Manager of the City of Pflugerville, Texas a  
Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

md/tb

**PROJECT: HEATHERWILDE ELEVATED STORAGE**