

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Bruce Cash, Individually**, hereinafter referred to as “**SELLER**”, for and in consideration of the agreed purchase price of **FIFTY-THREE THOUSAND AND TWENTY-ONE AND NO/100 (\$53,021.00) 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**, 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: As more fully described in **Exhibits “A” AND “B”**, the property is described as follows:

Tract 1

Being a 0.286 acre tract of land, more or less, out of the Thomas G. Stewart Survey No. 6, Abstract No. 689 situated in Travis County, Texas, and being out of a portion of the 8.138 acre tract of land described as “Tract 2” in a Warranty Deed to Bruce Cash recorded in Document No. 2000010288, of the Official Public Records, Travis County, Texas; said 0.286 acre of land being more particularly described by metes and bounds in Exhibit “A”.

Tract 2

Being a 0.182 acre tract of land, more or less, out of the Thomas G. Stewart Survey No. 6, Abstract No. 689 situated in Travis County, Texas, and being out of a portion of the 3.00 acre tract of land described as “Tract 1” in a Warranty Deed to Bruce Cash recorded in Document Number 2000010288, of the Official Public Records of Travis County, Texas; said 0.182 acre of land being more particularly described by metes and bounds in Exhibit “B”.

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 agreement is conditional and shall not be effective until such action is approved by City Council.

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

Special Conditions: **PURCHASER** shall, at its expense, relocate any fencing, gates and mail boxes located within the proposed acquisition area, if applicable.

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

The **PURCHASER**, without expense to the **SELLER**, shall prepare the Special Warranty Deed document and shall bear the expense of all closing costs.

INDEPENDENCE TITLE COMPANY shall act as **Agent**, and the **SELLER** agrees that closing shall occur at a mutually agreeable time and day at the **Agent's** office located at 203 West Main Street, Suite A, Pflugerville, Texas 78660 and **SELLER** shall appear at **Agent's** office at said time to execute a **SPECIAL WARRANTY DEED** in substantially similar form as **EXHIBIT "C"** 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 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**, and **PURCHASER** does not proceed to condemnation, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property. In addition, should the purchase fail to close, as a result of **PURCHASER'S** decision not to proceed with closing or condemnation, and **PURCHASER'S** decision is not attributable, in whole or part, to fault of **SELLER**; in such event, **PURCHASER** shall instruct **TITLE COMPANY** to release the Earnest Money and accrued interest to **SELLER**. This shall be **SELLER'S** sole remedy in the event of **PURCHASER'S** determination not to proceed to proceed with closing. This contract 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 contract. This contract 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 the City, or any officer or employee of the City.

This Agreement shall remain binding on the Parties for a period of 180 days after execution by the City Manager, or other designated city official. After such period should the sale that is the subject of this contract 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.

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

The **SELLER** represents to the **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 the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the property, then the **PURCHASER**, in lieu of completing the purchase of the property, may, but shall not be required to, proceed to acquire the same by condemnation.

EXECUTED this the 8 day of May, 2015.

SELLER: BRUCE CASH

4005 Island Knoll Drive
Austin, TX 78746

By: _____

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
Brandon Wade, City Manager

**EXHIBITS "A & B" TO SALES CONTRACT
LEGAL DESCRIPTION**

EXHIBIT "A"

County: Travis
Parcel No.: Cash-T2—ROW
Project: Heatherwilde Blvd Roadway Improvements
Halff AVO: 26890

Page 1 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—RIGHT-OF-WAY ACQUISITION

BEING A 0.286 ACRE (12,459 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 8.138 ACRES TRACT DESCRIBED AS "TRACT 2" IN A WARRANTY DEED TO BRUCE CASH, AND RECORDED IN DOCUMENT NO. 2000010288 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found in the southeast right-of-way line of Heatherwilde Boulevard, a varying-width right-of-way, for the west corner of said 8.138 acres tract, same being the north corner of a called 0.05 acre tract described in Exhibit A of a Special Warranty Deed to Continental Homes of Texas, L.P., and recorded in Document No. 2012033587 of said Official Public Records of Travis County, Texas and from which a 1/2-inch iron rod found for an angle point in said southeast right-of-way line of Heatherwilde Boulevard for the west corner of said 0.05 acres tract bears S27°09'21"E a distance of 39.94 feet;

THENCE with said southeast right-of-way line of Heatherwilde Boulevard, same being the west line of said 8.138 acres tract, N26°40'43"E a distance of 299.64 feet to the northwest corner of said 8.138 acres tract, same being the west corner of a called 3.00 acres tract described as "TRACT 1" in said Document No. 2000010288, said Official Public Record of Travis County, Texas, and from which a 1/2-inch iron found bears S88°02'17"E a distance of 0.48 feet;

THENCE leaving said southeast right-of-way line of Heatherwilde Boulevard, with the north line of said 8.138 acres tract, same being the south line of said 3.00 acres tract, S88°02'17"E a distance of 39.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set;

THENCE leaving said south line of the 3.00 acres tract and said north line of said 8.138 acres tract, crossing said 8.138 acres tract the following two (2) courses and distances:

1. with the arc of a curve to the right a distance of 213.23 feet, said curve having a radius of 2,650.00 feet, a central angle of 4°36'37", and a chord bearing S25°12'51"W, a distance of 213.17 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of tangency, and
2. S27°31'09"W a distance of 103.60 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the southwest line of said 8.138 acres tract, same being the northeast line of said 0.05 acres tract, and from which a 1/2-inch iron rod found in said southwest line of the 8.138 acres tract for the east corner of said 0.05 acre tract bears S62°37'47"E, a distance of 15.56 feet;

EXHIBIT "A"

County: Travis
Parcel No.: Cash-T2—ROW
Project: Heatherwilde Blvd Roadway Improvements
Halff AVO: 26890

Page 2 of 4
4/3/2013


DESCRIPTION FOR CASH TRACT—RIGHT-OF-WAY ACQUISITION

THENCE with said southwest line of the 8.138 acres tract and said northeast line of the 0.05 acre tract, N62°37'47"W a distance of 39.91 feet to said **POINT OF BEGINNING** and containing 0.286 acre (12,459 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.



Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc.,
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

4/3/2013
Date



SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

HPN DEVELOPMENT INC.
REMAINDER OF
TRACT 4 EXHIBIT A-3
(105.059 AC.)
DOC# 2001136994
O.P.R.T.C.T.

BRUCE CASH
"TRACT 1"
(3.00 AC.)
DOC# 2000010288
O.P.R.T.C.T.

THOMAS G. STEWART SURVEY
NO. 6, A-689

DEED AREA:	8.138 AC.	354,491 SQ. FT.
ACQUISITION AREA:	0.182 AC.	7,934 SQ. FT.
REMAINDER AREA:	7.956 AC.	346,557 SQ. FT.

BRUCE CASH
"TRACT 2"
(8.138 AC.)
DOC# 2000010288
O.P.R.T.C.T.

CONTINENTAL HOMES OF TEXAS, L.P.
(0.05 AC.)
DOC# 2012033587
O.P.R.T.C.T.

CONTINENTAL HOMES OF TEXAS, L.P.
(35.92 AC.) DOC# 2007122920 O.P.R.T.C.T.

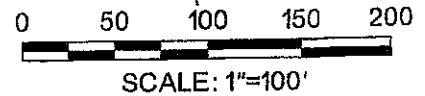
EXISTING ELECTRIC EASEMENT
DOC. NO. 2003039437
O.P.R.T.C.T.

PROPOSED R.O.W.
ACQUISITION
12,459 SQ. FT.
0.286 AC.

EXISTING ELECTRIC EASEMENT
DOC. NO. 2002241548
O.P.R.T.C.T.

HEATHERWILDE BLVD.
(VARYING WIDTH R.O.W.)

DETAIL
N.T.S.



4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-9154
FAX (512) 252-6141

R.O.W. ACQUISITION
BRUCE CASH

HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\DATA Out\SV-LD-CASH-T2-R.O.W.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.286 AC.
12,459 SQ. FT.

SCALE: 1"=100'

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT FOUND
⊖	TXDOT TYPE II CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH "HALFF ASSOC INC." CAP (UNLESS NOTED)
●	IRON ROD FOUND (SIZE/CAP NOTED)
■	SQUARE-HEAD BOLT FOUND
⊙	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND "X" CUT (UNLESS NOTED)
△	CALCULATED POINT
⊙	FENCE POST
N.T.S.	NOT TO SCALE
(XXX)	RECORD INFORMATION PARENT TRACT
(XXX)	RECORD INFORMATION ADJOINER TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
DOC.#	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
---	DISTANCE NOT SHOWN TO SCALE
---	PROPERTY LINE
---	APPROXIMATE SURVEY LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.

2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

3) THE RECORDED EASEMENTS, SETBACKS AND ENCUMBRANCES SHOWN HEREON ARE FROM SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF NO. 1207534, EFFECTIVE DATE APRIL 26, 2012, ISSUE DATE APRIL 30, 2012. THE SURVEYOR HAS RELIED UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION DESCRIBED ABOVE AND HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR THIS INFORMATION.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CI	04°36'37"	2650.00'	213.23'	213.17'	S 25°12'51" W

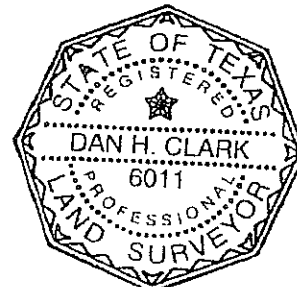
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 88°02'17" E	39.61'
L2	S 27°31'09" W	103.60'
L3	N 62°37'47" W	39.91'
L4	S 62°37'47" E	15.56'
L5	S 27°09'21" W	39.94'
L6	S 87°57'32" E	139.35'

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

4/3/2013
DATE



R.O.W. ACQUISITION
BRUCE CASH

HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\Draw Out\SV-LD-CASH-T2-DWG.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.286 AC.
12,459 SQ. FT.

SCALE: 1"=100'



4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-8184
FAX (512) 252-8141

EXHIBIT "B"

County: Travis
Parcel No.: Cash-T1—ROW
Project: Heatherwilde Blvd Roadway Improvements
Half AVO: 26890

Page 1 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—RIGHT-OF-WAY ACQUISITION

BEING A 0.182 ACRE (7,934 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.00 ACRES TRACT DESCRIBED AS "TRACT 1" IN A WARRANTY DEED TO BRUCE CASH, AND RECORDED IN DOCUMENT NO. 2000010288 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the north line of said 3.00 acres tract, same being the south line of a called 105.059 acres tract described as "Tract 4" in Exhibit A of a Special Warranty Deed to HPN Development, Inc., a Texas corporation, and recorded in Document No. 2001136994 of said Official Public Records of Travis County, Texas, for the southeast corner of a called 2.171 acres tract described in a Dedication Deed to the City of Pflugerville and recorded in Document No. 2002240243, said Official Public Records of Travis County, Texas;

THENCE with said north line of the 3.00 acres tract and said south line of the 105.059 acres tract, S87°57'32"E a distance of 5.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod found for an angle point in said south line of the 105.059 acres tract, same being the east corner of a called 8.138 acres tract described as "Tract 2" in said Document No. 2000010288, Official Public Records of Travis County, Texas, bears S87°57'32"E a distance of 596.70 feet;

THENCE leaving said north line of the 3.00 acres tract and said south line of the 105.059 acres tract, crossing said 3.00 acres tract the following three (3) courses and distances:

1. S26°46'00"W a distance of 1.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of curvature to the left,
2. with the arc of said curve to the left a distance of 230.79 feet, said curve having a radius of 2,550.00 feet, a central angle of 5°11'07", and a chord bearing S24°10'27"W, a distance of 230.71 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of reverse curvature to the right, and
3. with the arc of said curve to the right a distance of 61.40 feet, said curve having a radius of 2,650.00 feet, a central angle of 1°19'39", and a chord bearing S22°14'42"W a distance of 61.40 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the south line of said 3.00 acres tract, same being the north line of said 8.136 acres tract;

EXHIBIT "B"

County: Travis
Parcel No.: Cash-T1—ROW
Project: Heatherwilde Blvd Roadway Improvements
Half AVO: 26890

Page 2 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—RIGHT-OF-WAY ACQUISITION

THENCE with said south line of the 3.00 acres tract and said north line of the 8.138 acres tract, N88°02'17"W a distance of 39.61 feet to a point in the southeast right-of-way line of Heatherwilde Boulevard, a varying-width right-of-way, for the west corner of said 3.00 acres tract, same being the north corner of said 8.138 acres tract and from which a 1/2-inch iron rod found bears S88°02'17"E, a distance of 0.48 feet;

THENCE with said southeast right-of-way line of Heatherwilde Boulevard, same being the northwest line of said 3.00 acres tract, N26°40'42"E a distance of 100.31 feet to the north corner of said 3.00 acres tract, same being the southwest corner of said 2.171 acres tract and the southwest corner of said 105.059 acres tract;

THENCE with said north line of the 3.00 acres tract and said south line of the 105.059 acres tract, same being the south line of said 2.171 acres tract, S87°57'31"E a distance of 17.78 feet to said **POINT OF BEGINNING** and containing 0.182 acre (7,934 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.



Dan H. Clark, R.P.L.S.

Registered Professional Land Surveyor

Texas Registration No. 6011

Halff Associates, Inc.,

4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

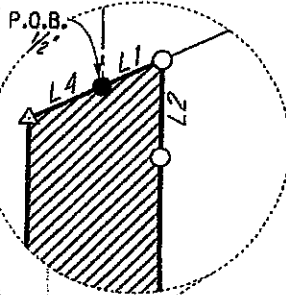
4/3/2013
Date



SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

0 50 100 150 200
SCALE: 1"=100'

HEATHERWILDE BOULEVARD (VARYING WIDTH R.O.W.)

DETAIL "A"
N.T.S.

HPN DEVELOPMENT INC.
REMAINDER OF
TRACT 4 EXHIBIT A-3
(105.059 AC.)
DOC# 2001136794
O.P.R.T.C.T.

BRUCE CASH
TRACT 1
(3.00 AC.)
DOC# 2000010288
O.P.R.T.C.T.

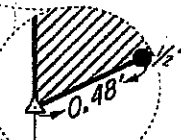
EXISTING 15' ELECTRIC EASEMENT
DOC. NOS. 2002241546 & 2002241547
O.P.R.T.C.T.

EXISTING 15' GASLINE EASEMENT
DOC. NOS. 2002241552 & 2002241553
O.P.R.T.C.T.

PROPOSED R.O.W.
ACQUISITION
7,934 SQ. FT.
0.182 AC.

THOMAS G. STEWART SURVEY
NO. 6, A-689

BRUCE CASH
TRACT 2
(8.138 AC.)
DOC# 2000010288
O.P.R.T.C.T.

DETAIL "B"
N.T.S.

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-9358
TEL (512) 252-8184
FAX (512) 252-8141

R.O.W. ACQUISITION
BRUCE CASH

HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: k26000s\26890\Dot+o Out\SV-LD-CASH-TI-RW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.182 AC.
7,934 SQ. FT.

SCALE: 1"=100'

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
◼	TXDOT TYPE II CONCRETE MONUMENT FOUND
◻	TXDOT TYPE II CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH 1/4" ASSOC INC. CAP (UNLESS NOTED)
●	IRON ROD FOUND (SIZE/CAP NOTED)
⬢	SQUARE-HEAD BOLT FOUND
⊙	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND "X" CUT (UNLESS NOTED)
△	CALCULATED POINT
⊖	FENCE POST
N.T.S.	NOT TO SCALE
(XXX)	RECORD INFORMATION PARENT TRACT
(XXX)	RECORD INFORMATION ADJOINER TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
DOC.#	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
---	DISTANCE NOT SHOWN TO SCALE
---	PROPERTY LINE
---	APPROXIMATE SURVEY LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.

2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

3) THE RECORDED EASEMENTS, SETBACKS AND ENCUMBRANCES SHOWN HEREON ARE FROM SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NO. 1207534, EFFECTIVE DATE APRIL 26, 2012, ISSUE DATE APRIL 30, 2012. THE SURVEYOR HAS RELIED UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION DESCRIBED ABOVE AND HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR THIS INFORMATION.

DEED AREA:	3.00 AC.	138,067 SQ. FT.
ACQUISITION AREA:	0.182 AC.	7,934 SQ. FT.
REMAINDER AREA:	2.818 AC.	130,133 SQ. FT.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	5°11'07"	2,550.00'	230.79'	230.71'	S24°10'27"W
C2	1°19'39"	2,650.00'	61.40'	61.40'	S22°14'42"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 87°57'32" E	5.50'
L2	S 26°46'00" W	1.75'
L3	N 88°02'17" W	39.61'
L4	S 87°57'32" E	17.78'
L5	S 26°40'49" W	299.64'
L6	S 87°57'32" E	139.35'

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

4/3/2013
DATE



R.O.W. ACQUISITION
BRUCE CASH

HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: k26000s\26890\Data Out\SV-LD-CASH-TI-ROW_DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.182 AC.
7,934 SQ. FT.

SCALE: 1"=100'

**EXHIBIT "C" TO SALES CONTRACT
DEED INSTRUMENT**

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 §
 §
COUNTY OF TRAVIS §

Special Warranty Deed

Grantor: Bruce Cash, Individually

Grantor's Address: 4005 Island Knoll Drive
 Austin, TX 78746

Grantee: City of Pflugerville

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

Property: A 0.286 acre tract (Tract 1) and a 0.182 acre tract (Tract 2), the land being more particularly described on **Exhibits A & B**, which is incorporated by reference for all purposes as if fully set forth.

Consideration: 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 _____, 2015.

[Signatures on the Following Pages]

GRANTOR:

BRUCE CASH

4005 Island Knoll Drive
Austin, Texas 78746

By: _____

AGREED AND ACCEPTED:
CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____

Brandon Wade, City Manager

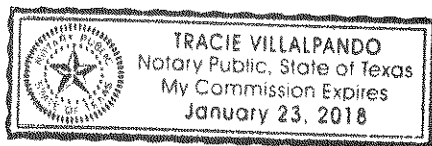
ATTEST:

Karen Thompson, City Secretary

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on May 8th, 2015, by Bruce Cash, an individual residing in Travis County, Texas.



NOTARY PUBLIC, STATE OF TEXAS

My Commission expires: 2018

Date: 5-8-15

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

NOTARY PUBLIC, STATE OF TEXAS

My Commission expires: _____

Date: _____