

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, RONNY WAYNE RINDERKNECHT, BECKY RINDERKNECHT KRUEGER, KYLE RINDERKNECHT, AMY RINDERKNECHT GUTIERREZ and DEBRA RINDERKNECHT, Individually and as Independent Executrix of the Estate of Lonny C. Rinderknecht, deceased, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of **THREE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$335,000.00)** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by Special Warranty Deed and Public Utility Easement Agreement to the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality, hereinafter referred to as "**PURCHASER**" or "**City**", a good, marketable title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments) and a valid, unencumbered easement interest, as applicable, to the following described property in the City of Pflugerville, Travis County, Texas, and to wit:

DESCRIBE PROPERTY: As more fully described in **Exhibit "A"** and **Exhibit "B"**, the property and easement interest is described as follows:

FEE SIMPLE (The "Property")

Being 2.393 acres or 104,240 square feet of land, more or less out of the EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277, Travis County, Texas, and being out of that tract described as 20.162 acres in a deed to Ronny Wayne Rinderknecht, Lonny Charges Rinderknecht and Becky Rinderknecht Krueger, of Record in Volume 9568, Page 80, Real Property Records of Travis County, Texas; said 2.393 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto.

Together with all improvements incident or belonging thereto.

PUBLIC UTILITY EASEMENT (The "Easement")

Being a 10-foot-wide public utility easement over, across, under and through a 20.162-acre tract described in instrument recorded in Volume 9568, Page 80, Real Property Records of Travis County, Texas as more particularly described in **Exhibit "B"**, attached hereto and incorporated by reference for all purposes.

Purchase and Sale Agreement: **SELLER** agrees to sell and convey the Property and the Easement to the **PURCHASER** as needed for that certain City of Pflugerville Weiss Lane Widening Capital Improvement Project (the "**Project**") and the Easement for placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public utility facilities and related appurtenances, or making connections thereto. The Easement

shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public utility facilities and related appurtenances. **PURCHASER** conditionally agrees to buy and pay **SELLER** for the Property and Easement. The promises by **PURCHASER** and **SELLER** stated in this agreement are the consideration for the formation of this agreement.

Offer Conditional: Pursuant to Pflugerville City Charter Section 3.14, **PURCHASER'S** obligation to buy the real Property and Easement interest described in this agreement is conditional and shall not be effective until such action is approved by City Council.

SELLER and **PURCHASER** agree that the Property described in **Exhibit "A"** and rights granted by Easement described in **Exhibit "B"** are being conveyed to the City of Pflugerville under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

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

Special Conditions:

1. The City agrees to allow for at least two curb cuts along **SELLER'S** remaining property fronting Weiss Lane and one curb cut along **SELLER'S** remaining property fronting Kelly Lane (locations of the same to be determined in the future, subject to the City's regulation provided in the City's Code of Ordinances and Unified Development Code.
2. The City agrees to work with James Prinz (tenant) to ensure he has access to and from the Property and, in the case of a temporary closure of access, City shall provide Mr. Prinz 24-hour notice of the closure unless closure is the result of an emergency, in which case notice shall be provided as soon as reasonably possible.

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 Public Utility Easement Agreement, 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 W. Main Street, 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"**, a **PUBLIC UTILITY EASEMENT AGREEMENT** in substantially similar form as **Exhibit "D"** and other conveyance documents reasonably required by **Agent**. Notwithstanding the **SELLER'S** duty to appear, closing may be completed as scheduled on the date agreed either in person or by returning closing documents to the title company, which, in this event, shall be coordinated between **SELLER** and the title company **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**, **PURCHASER** shall instruct **TITLE COMPANY** of such occurrence and notify **SELLER** of the same in writing. Upon receipt of notice, **SELLER** shall be released of its obligations provided in this agreement and no other remedy shall be available. This agreement contains the entire consideration and understanding between the parties for the purchase and conveyance of the Property and the Easement, it being agreed and understood that there are no other agreements or terms, written or otherwise regarding the Property or the Easement between **SELLER** and the **PURCHASER**, or any officer, agent or employee of the **PURCHASER**.

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 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 at that time.

Possession by PURCHASER: As additional consideration for this agreement, the **PURCHASER**, its employees, contractors or agents may take possession of the Property and begin construction of the Project immediately upon the **SELLER'S** execution of this agreement, subject to the terms of this agreement.

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 and the Easement, may, but shall not be required to, proceed to acquire the same by condemnation.

[Signatures on the following page]

EXECUTED this the _____ day of _____, 2017.

SELLER:



Ronny Wayne Rinderknecht

Becky Rinderknecht Krueger

Kyle Rinderknecht

Amy Rinderknecht Gutierrez

Debra Rinderknecht, Individually and
as Independent Executrix of the Estate
of Lonny C. Rinderknecht, deceased

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:
18909 Weiss Lane
Pflugerville, Texas 78660

md/ns/db

Parcel 12 – Ronny Wayne Rinderknecht et al

PROJECT: WEISS LANE WIDENING CIP

EXECUTED this the 16th day of October, 2017.

SELLER:

Ronny Wayne Rinderknecht

Becky Rinderknecht Krueger

Kyle Rinderknecht

Amy Rinderknecht Gutierrez



Debra Rinderknecht, Individually and
as Independent Executrix of the Estate
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Parcel 12 - Ronny Wayne Rinderknecht et al

PROJECT: WEISS LANE WIDENING CIP

EXECUTED this the 16 day of October, 2017.

SELLER:

N/A
Ronny Wayne Rinderknecht

N/A
Becky Rinderknecht Krueger

N/A
Kyle Rinderknecht

Amy Rinderknecht Gutierrez
Amy Rinderknecht Gutierrez

N/A
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