

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **RGT/CHARLESTON PARTNERS, Ltd.**, a Texas limited partnership, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price of **FIVE THOUSAND AND NO/100 (\$5,000.00) 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**, 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: The property is described as follows:

Tract 1

Being a 0.342 acre tract located in the John Van Winkle Survey No. 70, Travis County, Texas, being more particularly described by metes and bounds as Tract II in a Special Warranty Deed from Sailford Investments, Ltd. to RGT/Charleston Partners, Ltd., as recorded in Document Number 2003116960, of the Official Public Records of Travis County, Texas.

Tract 2

Being a 0.043 acre tract located in the John Van Winkle Survey No. 70, Travis County, Texas, being more particularly described by metes and bounds as Tract III in a Special Warranty Deed from Sailford Investments, Ltd. to RGT/Charleston Partners, Ltd., as recorded in Document Number 2003116960, of the Official Public Records of 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.

Survey: Within 30 days after the effective date of this agreement, **PURCHASER** shall obtain a new survey at **PURCHASER'S** expense. Said surveys will be attached to the Special Warranty Deed as Exhibits "A" and "B".

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, but only to the extent Seller has the capacity and authority to provide such instruments.

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, 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 "A"** and other conveyance documents reasonably required by **Agent**; provided however, Seller's liability for damages arising from any breach of warranty of title shall be limited to the amount of the Purchase Price.

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**, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property. 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 such failure shall be deemed as **PURCHASER'S** decision not to proceed with closing.

The **SELLER** represents to the **PURCHASER** that, to the best of **SELLER'S** actual knowledge, 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**, negatively impacts the value of the property, then the **PURCHASER** may terminate this agreement.

EXECUTED this the _____ day of _____, 2015.

SELLER:

**RGT/Charleston Partners, Ltd., a Texas
limited partnership**

**By: Ford Development Corporation, a Texas
Corporation, its General Partner**

By: 
Rex F. Robertson, President

17103 Preston Road, Ste. 225
Dallas, Texas 75248

PURCHASER:

**CITY OF PFLUGERVILLE,
A Texas Municipal Corporation**

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:

Intersection of Heatherwilde Boulevard and Wilke Lane

EXHIBIT "A" 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.

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Special Warranty Deed

Grantor: RGT/Charleston Partners, Ltd., a Texas limited partnership

Grantor's Address: 16250 Knoll Trail, Ste. 205
 Dallas, TX 75204 (Dallas County)

Grantee: City of Pflugerville

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

Property: A 0.342 acre tract (Tract 1) and a 0.043 acre tract (Tract 2), the land being more particularly described on **Exhibits A & B**, which are 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. Provided further that Grantor's liability for any breach of warranty of title shall be limited to the total amount of consideration received by Grantor.

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:

**RGT/Charleston Partners, Ltd., a Texas
limited partnership**

**By: Ford Development Corporation, a Texas
Corporation, its General Partner**

By: 
Rex F. Robertson, President

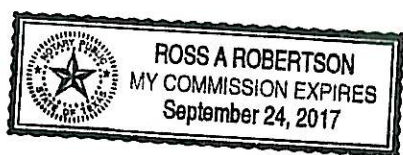
17103 Preston Road, Ste. 225
Dallas, Texas 75248

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me this date by Rex F. Robertson, President of Ford Development Corporation, a Texas corporation, General Partner to RGT/Charleston Partners, Ltd., a Texas limited partnership, in the capacity therein stated and on behalf of said entities.

Date: 1/30/2015




NOTARY PUBLIC, STATE OF TEXAS

My Commission expires: 9/24/17

ACCEPTED ON BEHALF OF THE CITY:

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

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

Date: _____

NOTARY PUBLIC, STATE OF TEXAS

My Commission expires: _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

EXHIBIT "B" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION