

REAL ESTATE SALES CONTRACT
(District as Seller)

This contract to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date the Title Company receipts the Contract as provided in Section A.1. ("Effective Date")

SELLER: THE BOARD OF TRUSTEES OF THE PFLUGERVILLE
INDEPENDENT SCHOOL DISTRICT ("District" or "Seller")
Address: 1401 Pecan St. W.
Pflugerville, TX 78660
Phone: (512) 594-0000
Email: Mr. Craig Pruett at Craig.Pruett@pfisd.net and Dr. Douglas Killian at
Douglas.Killian@pfisd.net
Type of Entity: A political subdivision and independent school district of the
State of Texas

Seller's Attorney: Ms. Kelley Kalchthaler
WALSH GALLEGOS TREVIÑO KYLE & ROBINSON, P.C.
505 E. Huntland Drive, Suite 600
Austin, Texas 78752
Phone: (512) 454.6864
Fax: (512) 467-9318
Email: kkalchthaler@wabsa.com

Seller's Broker: None.

BUYER: CITY OF PFLUGERVILLE, TEXAS ("City" or "Buyer")
Address: 100 E. Main St
Pflugerville, TX 78660
Phone: (512) 990.6100
Email: Sereniah Breland, City Manager at SereniahB@pflugervilletx.gov
Type of entity: A political subdivision and Texas home rule municipality

Buyer's Attorney: Charles E. Zech/Allison Bastian-Rodriguez
DENTON, NAVARRO, ROCHA, BERNAL, & ZECH, P.C.
2500 W. Wm. Cannon Dr., Suite 609
Austin, Texas 78745

Buyer's Broker: None.

Property: The **surface only** of the real property consisting of approximately 1.389 acres and as described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by reference. The Property shall not include any personal property not permanently affixed to the land.

Title Company: Independence Title Company of Pflugerville
Address: 203 W Main St A
Pflugerville, TX 78660
Phone: (512) 446-9911
Contact: Ms. Connie Wooster
(512) 990-8050 (Work Phone); (512) 990-9217 (Work Fax)
Email: cwooster@independencetitle.com

Purchase Price: Six Hundred Fifty-Two Thousand Dollars and No Cents (\$652,000.00)

The sale transaction evidenced by this Agreement is exempt from the notice and bidding requirements set out in Section 272.001(a) of the Texas Local Government Code, and the Property will be conveyed to the Buyer for fair market value as determined by an appraisal from a licensed real estate appraiser pursuant to Texas Local Government Code Section 272.001.

Earnest Money: Two Hundred and No/100 Dollars (\$200.00)

Independent Consideration: One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall be independent consideration ("Independent Consideration") for the option and right to terminate this Contract granted to Buyer herein, which Independent Consideration shall be non-refundable to Buyer, and shall be applied to the Total Sales Price at Closing.

County for Performance: This Contract shall be performed in Travis County, Texas.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M., local time where the Property is located, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government.

1. **Earnest Money Deadline:** Earnest Money must be tendered to the Title Company within five (5) business days after the Effective Date.
2. **Delivery of Title Commitment:** Within Five (5) days after the Effective Date.
3. **Delivery of Survey:** Fifteen (15) Days after the Effective Date
4. **Delivery of UCC Search:** Not applicable.
5. **Delivery of legible copies of instruments referenced in the Title Commitment and Survey:** Fifteen (15) days after the Effective Date.
6. **Delivery of Title Objections:** Five (5) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. **Delivery of Seller's Records specified in Exhibit C:** thirty (30) days after the Effective Date.

8. **Closing Date:** Forty-Five (45) days after the Effective Date or sooner upon agreement of the parties

9. **Closing Time:** 4:00 p.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed
 - Evidence of Seller's authority to close this transaction
 - Lien release, if any, as required by paragraph K(2)(d).
2. At closing, Buyer will deliver the following items:
 - Purchase price in cash or cash equivalent
 - Evidence of Buyer's authority to consummate this transaction
 - Lien release, if any, as required by paragraph K(2)(d)

The documents listed in this section B are collectively known as the Closing Documents.

C. Exhibits

The following exhibits are attached, and are incorporated by reference as part of this Contract:

Exhibit A – Legal Description of the Property

Exhibit B – Representations; "As-Is, Where-Is"; Environmental Matters

Exhibit C – Seller's Records

Exhibit D – Form of Special Warranty Deed

Exhibit E – Removal Plan

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The Form of Special Warranty Deed in **Exhibit D** will be used to convey the Property.

E. Interest on Earnest Money

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. Title Policy means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. **Survey.** "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. **Delivery of Title Commitment.** Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. Buyer must cause the Survey to be completed by the deadline stated in section A.3. Seller must deliver legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5.

5. **Title Objections.** Buyer has until the deadline stated in section A.6. (Title Objection Deadline) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them (Title Objections). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are Permitted Exceptions. If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (Cure Notice). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection

1. **Entry onto the Property.** Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the Property, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. **Intentionally left blank.**

H. Representations

The parties' representations stated in **Exhibit B** are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. **Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. **Claims; Hearings.** Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. ***Disposition of Earnest Money after Termination.*** Buyer and Seller agree, except in the case of Seller's default, that if this contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the contract is terminated.

2. ***Duties after Termination.*** Neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. ***Closing.*** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. ***Closing Documents.*** The parties will execute and deliver the Closing Documents.

b. ***Payment of Purchase Price.*** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. ***Disbursement of Funds; Recording; Copies.*** Title Company will be instructed to disburse funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. ***Delivery of Originals.*** Seller will deliver to Buyer the originals of Seller's Records.

e. ***Possession.*** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. ***Transaction Costs***

a. ***Seller's Costs.*** Seller will pay the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and the costs to deliver copies of the instruments described in section A.5.

b. ***Buyer Costs.*** Buyer will pay the escrow fees charged by the Title Company; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to prepare the deed; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the basic Title Insurance Premium (T-1 Owner's Policy) and any additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender. Buyer will also pay Seller Seventeen Thousand Dollars and No Cents (\$17,000.00) for Seller's legal fees and for the two appraisals of the property.

c. ***Ad Valorem Taxes.*** Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the Property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide

to Buyer proof of Seller's ownership of the Property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

d. **Brokers' Commissions.** Not applicable.\.

3. **Issuance of Title Policy.** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. **Seller's Default.** If Seller fails to perform any of its obligations under this contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date (Seller's Default), Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer, or exercise any remedies available at law. Buyer may enforce specific performance of Seller's obligations under this contract.

2. **Buyer's Default.** If Buyer fails to perform any of its obligations under this contract (Buyer's Default), Seller may elect either of the following as its sole and exclusive remedy:

a. **Termination; Liquidated Damages.** Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will make payment of this amount to the Seller within ten (10) days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses in excess of the Earnest Money.

b. **Specific Performance.** Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment subject to the findings and direction of any reviewing Court.

3. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are a reasonable forecast of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Post-Closing Obligations.

Buyer and Seller acknowledge that it is contemplated that, in connection with the conveyance of the Property by Seller to Buyer, Buyer requires the performance of certain site development work ("Development Work") for the reconstruction and realignment of the bus loop to be located on Seller's property and adjacent to the Property being purchased pursuant to this Contract. In connection therewith, Buyer and Seller covenant and agree as follows.

Buyer hereby agrees, at its sole cost and expense, to complete the following Development Work prior to initiating any construction work on the Property but no later than sixteen (16) months after Buyer provides formal notice to proceed to the contractor performing the work, unless otherwise agreed to in writing by authorized representatives for both parties:

1. Remove existing chain link fence, post and cable fence, pole pedestals, storm drainage, and existing bus loop pavement per the removal plan attached as an exhibit to this Contract.

2. Construct proposed storm drainage, move existing loop, construct eight-foot chain link fence with black vinyl coating, and construct post and cable fence per attached removal plan.
3. Modification of existing irrigation system (re-routing mainline, capping lines, installation of new electric valves), disconnecting and salvaging illumination poles to be performed by contractor acceptable to Pflugerville ISD, for which approval will not be unreasonably withheld. City of Pflugerville will be fully responsible for coordinating the work and payment of the contractor's fees.
4. Installation of new irrigation and illumination including foundations, poles, conduit, wiring, and revegetation to be performed by a contractor acceptable to Pflugerville ISD, for which approval will not be unreasonably withheld. City of Pflugerville will be fully responsible for coordinating the work and payment of the contractor's fees.
5. Provide sleeves for fiber relocation cables under road improvements (Colorado Sand Drive). If Buyer begins construction of Colorado Sand Drive prior to the fiber relocation, Buyer agrees to place two sleeves, constructed of 4" x 10' PVC sections with 3 x 3 Max Cell Innerduct and tracer wire in each sleeve.
 - i. Seller agrees to provide and Buyer agrees to install, the vaults at the end of each sleeve when Buyer finishes or causes its contractor to finish the installation and placement of the sleeves and related work as provided herein.

In the event of a breach by Buyer of its duties and obligations in respect the Development Work, then Seller shall be entitled to all remedies provided for or allowed by law or in equity; provided, however, that in no event shall Seller be liable for any consequential, special, exemplary, punitive or other similar damages, and the right to recover the same is hereby expressly waived by Buyer.

The Post-Closing Obligations in this section shall survive the consummation of the conveyance and acquisition of the Property on the Closing Date and the delivery of the Deed.

N. Miscellaneous Provisions

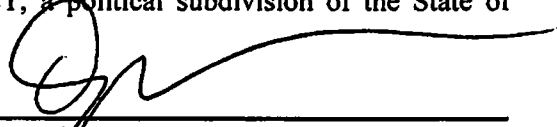
1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.
2. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.
3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. ***Prohibition of Assignment.*** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. ***Survival.*** The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.
6. ***Choice of Law; Venue.*** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County in which the Property is located.
7. ***Waiver of Default.*** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. ***No Third-Party Beneficiaries.*** There are no third-party beneficiaries of this contract.
9. ***Severability.*** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. ***Ambiguities Not to Be Construed against Party Who Drafted Contract.*** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.
11. ***No Special Relationship.*** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. ***Counterparts.*** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.
13. ***Intentionally left blank.***
14. ***Intentionally left blank.***
15. ***Execution.*** This agreement is entered into by and between the undersigned parties, and shall be effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer.

[Signature Page Follows]

SELLER:

BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL
DISTRICT, a political subdivision of the State of
Texas

By: 
Dr. Douglas Killian, Superintendent of Schools

Date: 19 Dec 2023

BUYER:

CITY OF PFLUGERVILLE, TEXAS, a Texas home
rule municipality

By: _____
Ms. Sereniah Breland, City Manager

Date: _____

ATTEST:

By: _____
Trista Evans, City Secretary

SELLER:

BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL
DISTRICT, a political subdivision of the State of
Texas

By: _____
Dr. Douglas Killian, Superintendent of Schools

Date: _____

BUYER:

CITY OF PFLUGERVILLE, TEXAS, a Texas home
rule municipality

By:  _____
Ms. Sereniah Breland, City Manager

Date: 12/19/23

ATTEST:

By:  _____
Trista Evans, City Secretary

Title Company acknowledges receipt of Earnest Money in the amount of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) and a copy of this contract executed by both Buyer and Seller.

TITLE COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

Contract received 12/20/21

**Independence Title
203 W. Main Street, Suite A
Pflugerville, TX 78660**

Alison Davis for Connie Wooster
12/21/23

EXHIBIT A TO REAL ESTATE SALES CONTRACT
Description Of The Property

EXHIBIT A

EXHIBIT "A"

County: Travis
Project: Colorado Sand
Half AVO: 36819.001

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August 29th, 2022

BEING A 1.389 ACRE TRACT OF LAND (APPROX. 60,497 SQ. FT.) IN THE JOHN DAVIS SURVEY NO. 13, ABSTRACT NO. 231, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE CALLED 66.12 ACRE TRACT OF LAND CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NO. 1999049719 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 1.389 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with "TxDOT" cap found at an angle point in the east right-of-way line of State Highway (S.H.) No. 130 (right-of-way width varies), referenced as being 285.00 feet left of S.H.130 Baseline Station 993+60.13 on the Plan of Proposed Right-of-Way of State Highway No. 130, R.O.W. Control Section Job No. 5005-34-240, being the southwest corner of the called 10.502 acre tract of land conveyed to Cornerstone at Kelly Lane, LLC in Document No. 2017192882, O.P.R.T.C.T.;

THENCE South 62°24'58" East, with the southwest line of the said 10.502 acre Cornerstone at Kelly Lane tract, in part, being in common with the easterly right-of-way line of S.H. 130, and in part, being in common with the northeast line of the called 38.14 acre tract of land conveyed to Kedma Ventures, LLC in Document No. 2018174435, O.P.R.T.C.T. also conveyed to Verdot at Pflugerville East LLC (90% interest as tenant-in-common) in Document No. 2020007785, O.P.R.T.C.T., a distance of 115.36 feet to a 1/2-inch iron rod with "Holt" cap found 182.32 feet right of proposed Colorado Sand Drive Engineer's Centerline Station (E.C.S.) 34+16.94 at the most westerly corner of the proposed Colorado Sand Drive right-of-way, being in the northeast line of the said 38.14 acre Kedma/Verdot tract, at the most southerly common corner of the said 10.502 acre Cornerstone at Kelly Lane tract and the said 66.12 acre PISD tract, for the **POINT OF BEGINNING** and most westerly corner of the herein described tract of land, having Texas State Plane NAD 83 (Central Zone) surface coordinate values N:10143740.30 E:3160361.69;

THENCE North 27°35'57" East, with the proposed westerly right-of-way line of Colorado Sand Drive, being the common line of the said 10.502 acre Cornerstone at Kelly Lane tract and the said 66.12 acre PISD tract, at a distance of 277.65 feet passing a 1/2-inch iron rod with "Half" cap set at an angle point in said proposed westerly right-of-way line, continuing with said common line, over and across the said proposed Colorado Sand Drive right-of-way, in all, a distance of 490.98 feet to a 1/2-inch iron rod with "Half" cap set in the curving proposed easterly right-of-way line of Colorado Sand Drive 45.00 feet left of E.C.S. 29+77.22, for the most northerly corner of the herein described tract of land, from which a 1/2-inch iron rod with "Holt" cap found at the most southerly corner of the said Coppermine Drive right-of-way, being in the northwest line of the said 66.12 acre PISD tract, being the most easterly corner of the said 10.502 acre Cornerstone at Kelly Lane tract bears North 27°35'57" East, a distance of 660.97 feet;

THENCE leaving said common line, over and across the said 66.12 acre PISD tract, with the proposed easterly right-of-way line of Colorado Sand Drive, the following two (2) courses and distances:

1. with a tangent circular curve to the left, having a radius of 465.00 feet, a delta angle of 14°50'26", an arc length of 120.44 feet, and a chord which bears South 05°22'37" West, a distance of 120.11 feet to a 1/2-inch iron rod with "Half" cap set for point of tangency 45.00 feet left of E.C.S. 31+09.32;
2. South 02°02'36" East, a distance of 436.90 feet to a 1/2-inch iron rod with "Half" cap set in the common line of the said 66.12 acre PISD tract and the said 38.14 acre Kedma/Verdot tract 45.00 feet left of E.C.S. 35+46.22, for the southeast corner of the herein described tract of land, from which a 1/2-inch iron rod with "RPLS 2244" cap found in the northwest line of

EXHIBIT "A"

County: Travis
Project: Colorado Sand
Half AVO: 36819.001

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August 19th, 2022

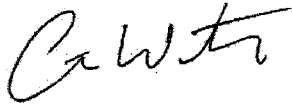
Falcon Pointe – Section Fourteen (Phase 1) Final Plat, a subdivision of record in Document No. 201300216 of the Official Public Records of Travis County, Texas, at the most easterly common corner of the said 66.12 acre PISD tract and the said 38.14 acre Kedma/Verdot tract bears South 62°24'58" East, a distance of 1003.50 feet;

THENCE North 62°24'58" West, with the common line of the said 66.12 acre PISD tract and the said 38.14 acre Kedma/Verdot tract, in part, being the proposed easterly right-of-way line of Colorado Sand Drive, at a distance of 2.88 feet passing a 1/2-inch iron rod with "Half" cap set at an additional angle point in the proposed east right-of-way line of Colorado Sand Drive, an additional distance of 97.78 feet passing a 1/2-inch iron rod with "Half" cap set 42.50 feet right of E.C.S. 34+96.45 at an angle point in the proposed westerly right-of-way line of Colorado Sand Drive, continuing with said common line, also being in part, the proposed westerly right-of-way line of Colorado Sand Drive, in all, a distance of 261.51 feet to the **POINT OF BEGINNING** and containing 1.389 acre of land, more or less, within these metes and bounds.

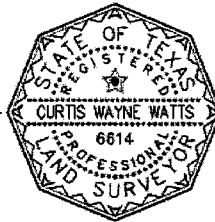
Notes:

Basis of Bearings is the Texas Coordinate System of 1983 (NAD83), Central Zone, based on local network observations utilizing the Leica Smartnet network, utilizing a grid to surface scale factor of 1.00010581119482, scaled about 0.0. Last date of field survey: August 26, 2022.

I, Curtis Wayne Watts, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

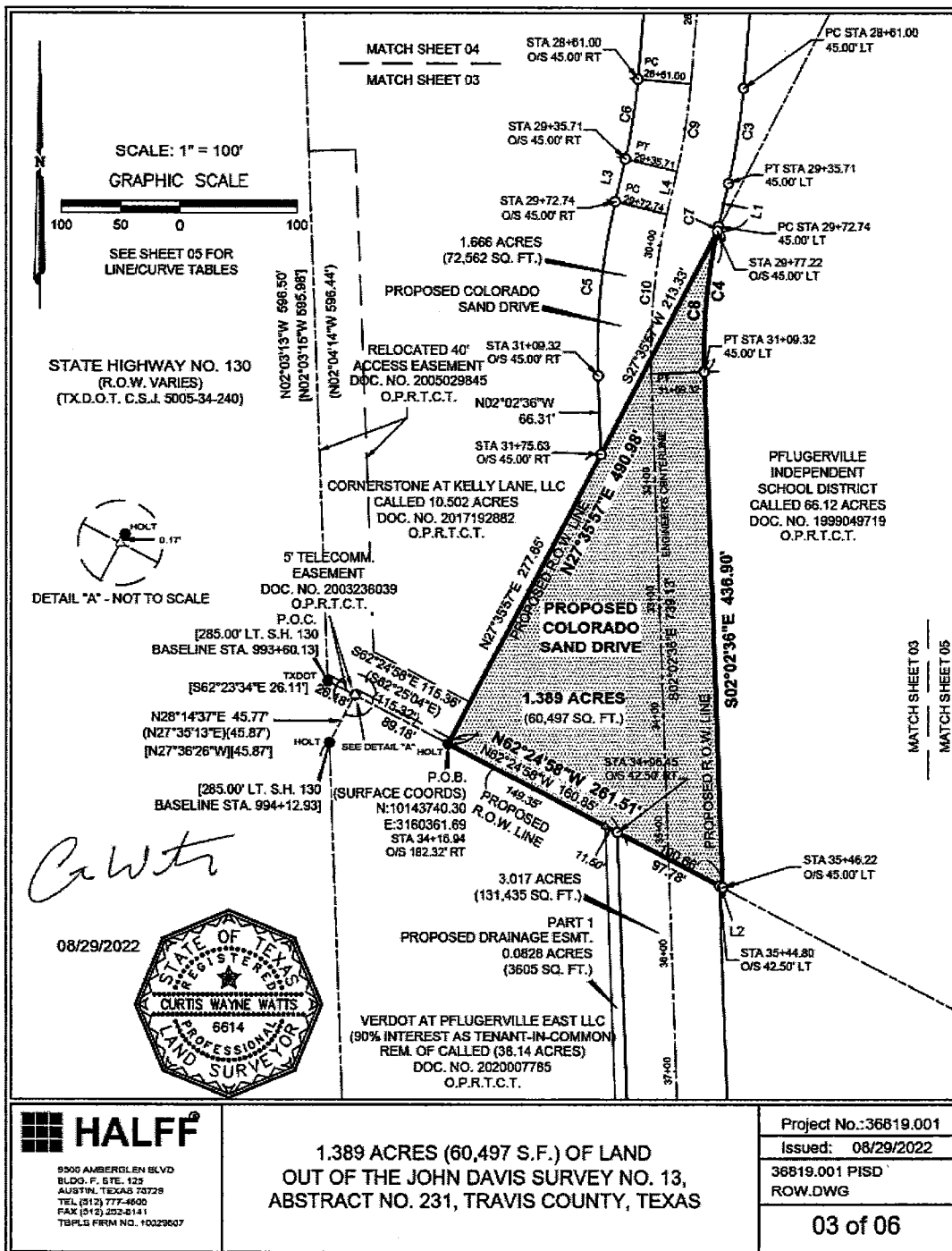


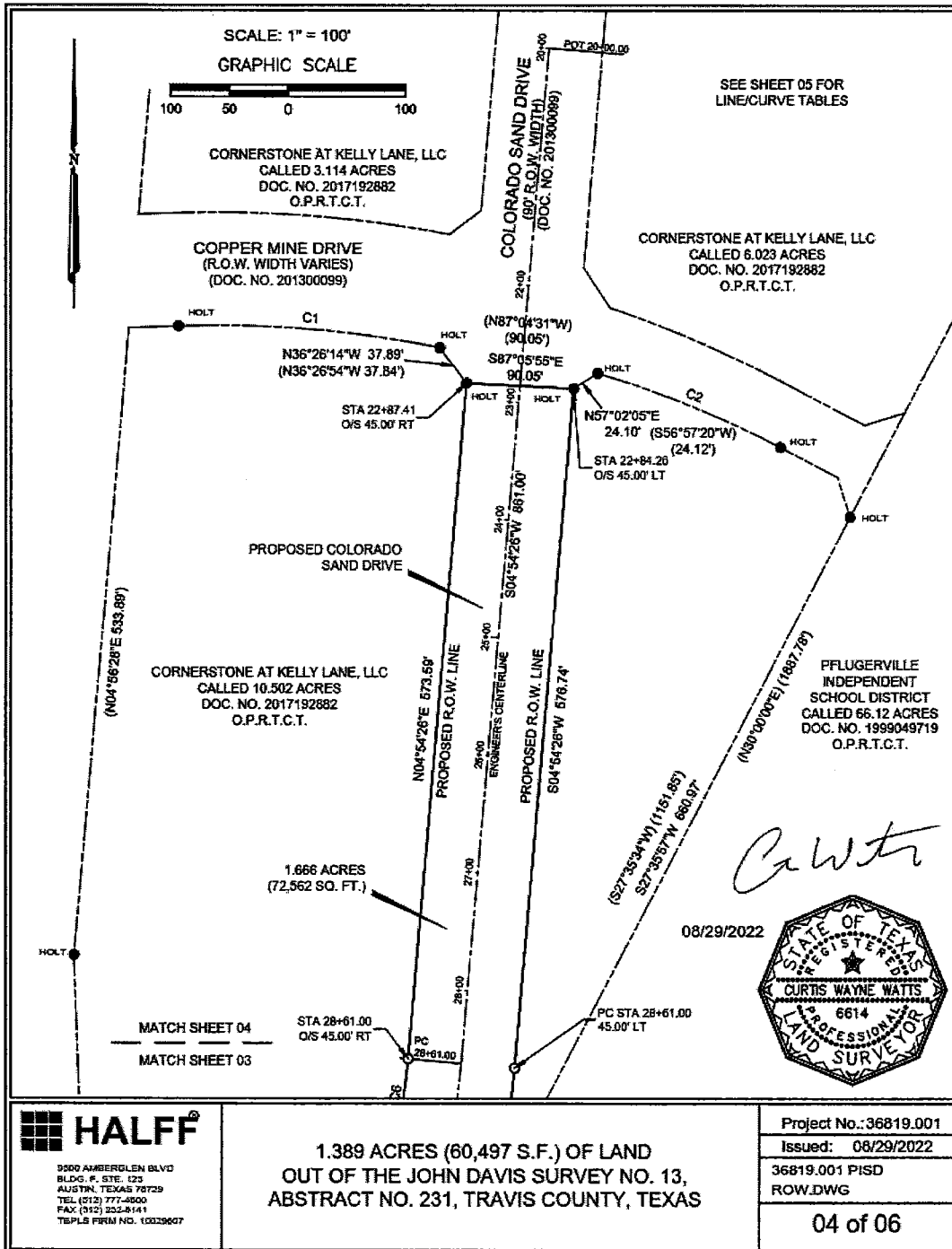
08/29/2022



Curtis Wayne Watts, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6614
Halff Associates, Inc., TBPELS Firm No. 10029607
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, Texas 78729 512-777-4600

Date





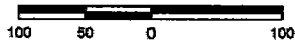
MATCH SHEET 03
MATCH SHEET 05

LEGEND

- 1/2-INCH IRON ROD WITH "HALFF" CAP SET
- △ CALCULATED POINT
- 1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- HOLT ● 1/2-INCH IRON ROD WITH "HOLT" CAP FOUND
- RPLS 2244 ● 1/2-INCH IRON ROD WITH "RPLS 2244" CAP FOUND
- TXDOT ● 1/2-INCH IRON ROD WITH "TXDOT" CAP FOUND
- () RECORD INFORMATION
- [] RECORD INFORMATION FROM TXDOT R.O.W. C.S.J. 5005-34-240
- C.S.J. CONTROL-SECTION-JOB
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SCALE: 1" = 100'

GRAPHIC SCALE



LINE	BEARING	DISTANCE
L1	S13°18'03"W	37.03'
L2	N62°24'58"W	2.88'
L3	N13°18'03"E	37.03'
L4	S13°18'03"W	37.03'

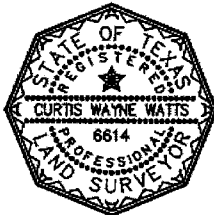
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	223.41'	955.00'	13°24'13"	S85°22'52"E	222.90'
	(223.48')	(955.00')		(S85°21'56"E)	(222.97')
C2	167.52'	866.50'	11°04'36"	S67°56'28"E	167.26'
		(866.50')		(S67°56'44"E)	(167.16')
C3	81.30'	555.00'	8°23'37"	S09°06'14"W	81.23'
C4	124.53'	465.00'	15°20'39"	S05°37'43"W	124.16'
C5	148.53'	555.00'	15°20'39"	N05°37'43"E	148.19'
C6	68.12'	465.00'	8°23'37"	N09°06'14"E	68.06'
C7	4.09'	465.00'	0°30'13"	S13°02'56"W	4.09'
C8	120.44'	465.00'	14°50'26"	S05°22'37"W	120.11'
C9	74.71'	510.00'	8°23'37"	S08°06'14"W	74.65'
C10	136.58'	510.00'	15°20'39"	S05°37'43"W	136.17'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON LOCAL NETWORK OBSERVATIONS UTILIZING THE LEICA SMARTNET NETWORK, UTILIZING A GRID TO SURFACE SCALE FACTOR OF 1.00010581119482, SCALED ABOUT 0.0.

PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
CALLED 66.12 ACRES
DOC. NO. 1999049719
O.P.R.T.C.T.

KEDMA VENTURES, LLC
REM. OF CALLED (38.14 ACRES)
DOC. NO. 2018174435
O.P.R.T.C.T.

VERDOT AT PFLUGERVILLE EAST LLC
(90% INTEREST AS TENANT-IN-COMMON)
REM. OF CALLED (38.14 ACRES)
DOC. NO. 202007785
O.P.R.T.C.T.



08/29/2022

C. Watts

FALCON POINTE - SECTION FOURTEEN
(PHASE 1) FINAL PLAT
DOC. NO. 201300216
O.P.R.T.C.T.

RPLS 2244



9500 AMBERGLEN BLVD
BLDG. F, STE. 125
AUSTIN, TEXAS 78725
TEL (512) 777-4800
FAX (512) 252-8141
TXPLS FIRM NO. 10029607

1.389 ACRES (60,497 S.F.) OF LAND
OUT OF THE JOHN DAVIS SURVEY NO. 13,
ABSTRACT NO. 231, TRAVIS COUNTY, TEXAS

Project No.: 36819.001

Issued: 08/29/2022

36819.001 PISD
ROW.DWG

05 of 06

TITLE COMMITMENT NOTE:

THE ADDRESSMENT BY THE SURVEYOR OF THE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE RESOURCES GUARANTY COMPANY, REFERENCED BY G.F. NO.: 2218903-KFO HAVING AN EFFECTIVE DATE OF APRIL 21, 2022 AND A DATE OF ISSUANCE OF MAY 2, 2022, SCHEDULE 8 ITEMS THAT CAN BE PLOTTED AND ARE WITHIN THE VICINITY OF THE PROPOSED PARCEL ARE SHOWN.

B.10(a) Terms, Conditions, and Stipulations in the Easement Agreement by and between Julia Mellenbruch, Larry L. Mellenbruch, Nancy H. Mellenbruch, Mary Ann Meigs and Montgomery C. Meigs and Plugerville Independent School District:
Recorded: Document No. 1999049720, Official Public Records, Travis County, Texas.
SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN EASEMENT AGREEMENT.

Further affected by that certain Relocation of Easement:
Recorded: Document No. 2005029845, Official Public Records, Travis County, Texas.
SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN EASEMENT AGREEMENT. THE RELOCATED ACCESS EASEMENT IS APPROXIMATELY SHOWN HEREON AND DOES NOT AFFECT THE AREA OF THE PROPOSED 1.389 ACRE RIGHT-OF-WAY TRACT.

Further affected by that certain Judgement of Court in Absence of Objection, under Cause No. 2565-Condemnation Proceeding, filed in the Probate Court No. One, Travis County, Texas.
Recorded: Document No. 2005099539, Official Public Records, Travis County, Texas.
NOT SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN EASEMENT AGREEMENT.

Further affected by that certain Amended and Restated Easement Agreement by and between Cornerstone at Kelly Lane, LLC and Plugerville Independent School District:
Recorded: Document No. 2018161955, Official Public Records, Travis County, Texas.
NOT SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN EASEMENT AGREEMENT.

B.10(b) Terms, Conditions, and Stipulations in the Easement Agreement by and between Larry L. Mellenbruch, Julia Mellenbruch and Mary Ann Meigs and Plugerville Independent School District:
Recorded: Volume 13151, Page 2153, Real Property Records, Travis County, Texas.
NOT SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN EASEMENT AGREEMENT.

Further affected by that certain Amended and Restated Easement Agreement by and between Cornerstone at Kelly Lane, LLC and Plugerville Independent School District:
Recorded: Document No. 2018161955, Official Public Records, Travis County, Texas.
NOT SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN EASEMENT AGREEMENT.

B10(c) Terms, Conditions, and Stipulations in the Restrictive Covenant Agreement by and between Terrabrook Falcon Ridge, L.P. and Plugerville Independent School District:
Recorded: Document No. 2000105422, Official Public Records, Travis County, Texas.
SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN RESTRICTIVE COVENANT AGREEMENT.

B10(d) Terms, Conditions, and Stipulations in the Public Utility and Access Easement Agreement by and between Plugerville Independent School District and The City of Plugerville, Texas.
Recorded: Document No. 2001109398, Official Public Records, Travis County, Texas.
NOT SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT.

B10(e) All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with the rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest not listed.

B10(f) Rights of parties in Possession. (Owner Policy)

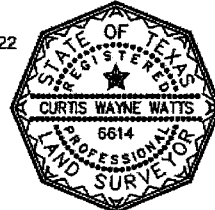
B10(g) Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.

B10(h) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

B10(i) Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)

C. W. Watts

08/29/2022



9500 AMBERGLEN BLVD
BLDG. F, STE. 129
AUSTIN, TEXAS 78729
TEL (512) 777-8500
FAX (512) 252-8141
TEPLS FIRM NO. 10029607

1.389 ACRES (60,497 S.F.) OF LAND
OUT OF THE JOHN DAVIS SURVEY NO. 13,
ABSTRACT NO. 231, TRAVIS COUNTY, TEXAS

Project No.: 36819.001

Issued: 08/29/2022

36819.001 PISD
ROW.DWG

06 of 06

EXHIBIT B TO REAL ESTATE SALES CONTRACT
Representations; As Is, Where Is; Environmental Matters

A. Seller's Representations to Buyer. Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Authority.** Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.

2. **Litigation.** There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. **Violation of Laws.** Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. **Licenses, Permits, and Approvals.** Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for securing its tax-exempt status arising from its purchase of the Property.

5. **Condemnation; Zoning; Land Use.** Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property.

6. **No Other Obligation to Sell the Property or Restriction against Selling the Property.** Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. Intentionally left blank.

8. **No Other Representation.** Except as stated above, Seller makes no representation with respect to the Property.

9. **No Warranty.** Seller has made no warranty in connection with this contract.

10. **Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full. Seller further represents that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Consultation with Attorney.**

Buyer represents to Seller that Buyer is aware that this contract has important legal consequences, and that Buyer is entitled to consult an attorney of its choosing prior to executing this contract.

C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO PURCHASE, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL PHASE I AND PHASE II ESI TESTING, OR ANY OTHER ENVIRONMENTAL SURVEY OR ANY OTHER TESTING AS DEEMED APPROPRIATE BY

BUYER IN ITS SOLE DISCRETION. THE PARTIES AGREE THAT THE CLOSING DATE MAY BE MODIFIED IN THE EVENT ENVIRONMENTAL CONDITIONS AS DETECTED ON THE PROPERTY BY BUYER WARRANT FURTHER TESTING OR REMEDIATION.

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY EXCEPT AS ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE.

The provisions of this Section D regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

EXHIBIT C TO REAL ESTATE SALES CONTRACT

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7:

Land

Environmental Reports

EXHIBIT D TO REAL ESTATE SALES CONTRACT
Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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.

SPECIAL WARRANTY DEED

Date: _____

Grantor: BOARD OF TRUSTEES OF THE PFLUGERVILLE
INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 1401 W. Pecan Street
Pflugerville, Travis County, Texas 78660
Travis County, Texas

Grantee: CITY OF PFLUGERVILLE, TEXAS

Grantee's Mailing Address 100 E. Main Street
Pflugerville, Texas, Travis County, Texas 78660

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements): [To be inserted]

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor and any and all rights to disturb the surface of the Property in any manner in connection with development, exploration and/or exploitation of the portion of the mineral estate owned by Grantor.

Exceptions to Conveyance and Warranty: [Exceptions to be inserted pursuant to title]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district; and taxes, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS

ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

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 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.

BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By: EXHIBIT ONLY - NOT FOR SIGNATURE
Ms. Vernagene Mott, Board President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS § ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared VERNAGENE MOTT known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that he/she is the President of the Board of Trustees of the Pflugerville Independent School District; that he/she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of Texas

Return to Grantee's Address:

EXHIBIT E TO REAL ESTATE SALES CONTRACT **REMOVAL PLAN**

