

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **HPN Development, Inc.**, a Texas corporation, hereinafter referred to as “**SELLER**”, for and in consideration of the agreed purchase price of **NINETEEN THOUSAND FOUR HUNDRED NINE AND NO/100 (\$19,409.00) 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:

Being a 0.085 acre (3,697 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 105.059 acre tract described as “Tract 4” in Exhibit “A” of a Special Warranty Deed to HPN Development, Inc., and recorded in Document No. 201136994 of the Official Public Records of Travis County, Texas; said 0.085 acre tract being more particularly described in the attached Exhibit “A”.

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, 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.

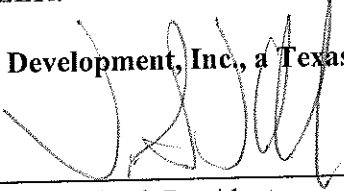
The **SELLER** represents to the **PURCHASER** that, to the best of **SELLER'S** actual knowledge, there are no water wells, or other wells, or underground storage tanks on the property, capped or uncapped, registered or unregistered. This provision shall survive closing.

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 7 day of APRIL, 2015.

SELLER:

HPN Development, Inc., a Texas corporation

By: 
John S. Lloyd, President

4720-4 Rockcliff Road
Austin, Texas 78746

PURCHASER:

CITY OF PFLUGERVILLE,
A Texas Municipal Corporation

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:

Intersection of Kingston Lacy Blvd., and S. Heatherwilde

EXHIBIT "A" TO SALES CONTRACT

DEED INSTRUMENT

EXHIBIT "A"

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Special Warranty Deed

Grantor: HPN Development, Inc., a Texas corporation

Grantor's Address: 4720-4 Rockcliff Road
 Austin, Texas 78746

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

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

Property: A 0.085 acre tract (Tract 4), of land being more particularly described on **Exhibit A**, 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. 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.

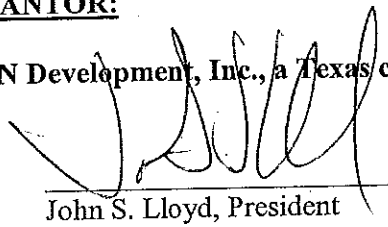
When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Grantor has caused its representative to set its hand, this 7 day of APRIL, 2015.

GRANTOR:

HPN Development, Inc., a Texas corporation

By:



John S. Lloyd, President

4720-4 Rockcliff Road
Austin, Texas 78746

GRANTEE:

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 APRIL 7, 2015, by John S. Lloyd, President of HPN Development, Inc., a Texas corporation, on behalf of said corporation.

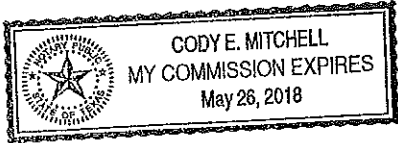
Cody E. Mitchell

Notary Public Signature

CODY E. MITCHELL

Printed Name of Notary

My commission expires: _____



STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2015 by BRANDON WADE, in his capacity as, and on behalf of, the City of Pflugerville, a Texas home rule municipality.

Notary Public Signature

Printed Name of Notary

My commission expires: _____

After Recording, Please Return To:
City of Pflugerville
Attn: Brandon E. Wade, City Manager
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

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

Page 1 of 4
4/2/2013

DESCRIPTION FOR HPN DEVELOPMENT INC. TRACT—RIGHT-OF-WAY ACQUISITION

BEING A 0.085 ACRE (3,697 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 105.059 ACRES TRACT DESCRIBED AS "TRACT 4" IN EXHIBIT A OF A SPECIAL WARRANTY DEED TO HPN DEVELOPMENT, INC, AND RECORDED IN DOCUMENT NO. 2001136994 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "CHAPARRAL BOUNDARY" found for an angle point in the south right-of-way line of Kingston Lacy Boulevard, a varying width right-of-way, Final Plat of Highland Park North Phase A Section 1, a subdivision according to the plat of record in Document No. 200200341 of the Plat Records of Travis County, Texas;

THENCE with said south right-of-way line of Kingston Lacy Boulevard, N63°16'56"W a distance of 148.46 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said south right-of-way line of Kingston Lacy Boulevard, crossing said 105.059 acres tract the following four (4) courses and distances:

1. S71°45'59"W a distance of 26.17 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set,
2. S26°46'00"W a distance of 158.03 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set,
3. S34°04'16"W a distance of 66.85 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
4. S26°46'00"W a distance of 131.63 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the south line of said 105.059 acres tract, same being the north line of a called 3.00 acres tract described as "Tract 1" in a Warranty Deed to Bruce Cash, and recorded in Document 2000010288 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 south line of the 105.059 acres tract bears S87°57'34"E a distance of 596.71 feet;

THENCE with said west line of the 105.059 acres tract and said north line of the 3.00 acres tract, N87°57'32"W a distance of 5.50 feet to a 1/2-inch iron rod found in the southeast right-of-way line of Heatherwilde Boulevard, a varying width right-of-way, 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;

EXHIBIT " _ "

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

Page 2 of 4
4/2/2013

DESCRIPTION FOR HPN DEVELOPMENT INC. TRACT—RIGHT-OF-WAY ACQUISITION

THENCE leaving said north line of the 3.00 acres tract and south line of the 105.059 acres tract, crossing said 105.059 acres tract, with said southeast right-of-way line of Heatherwilde Boulevard, N26°46'00"E a distance of 351.77 feet to a point of curvature to the right;


THENCE leaving said southeast right-of-way line of Heatherwilde Boulevard and said southeast line of the 2.171 acres tract, continuing across said 105.059 acres tract, with said south right-of-way line of Kingston Lacy Boulevard, the following two (2) courses and distances:

1. with the arc of said curve to the right a distance of 39.25 feet, said curve having a radius of 25.00 feet, a central angle of 89°57'04", and a chord bearing N71°44'32"E, a distance of 35.34 feet to a point of tangency, and
2. S63°14'03"E a distance of 7.03 feet to said **POINT OF BEGINNING** and containing 0.085 acre (3,697 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
Half Associates, Inc.,
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

4/2/2013

Date



SKETCH TO ACCOMPANY
PARCEL DESCRIPTION



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

KINGSTON LACY BOULEVARD
(VARYING WIDTH R.O.W.)
DOC. NO. 200200341 P.R.T.C.T.

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

P.O.B.
N 63°16'56" W 148.46'

SEE
DETAIL "A"

P.O.C.
'CHAPARRAL
BOUNDARY'

50' LANDSCAPE, DRAINAGE,
SEWER, & PUBLIC UTILITY ESMT
DOC.# 2002142648
DOC.# 2003136279
DOC.# 2003211525
O.P.R.T.C.T.

15' ELECTRICAL ESMT
DOC.# 2002241546
DOC.# 2002241547
15' GAS ESMT
DOC.# 2002241552
DOC.# 2002241553
O.P.R.T.C.T.

HPN DEVELOPMENT INC.
'REMAINDER OF
TRACT 4 EXHIBIT A-3'
(105.059 AC.)
DOC.# 2001136994
O.P.R.T.C.T.

15' WATERLINE ESMT
DOC.# 2005017907
O.P.R.W.C.T.

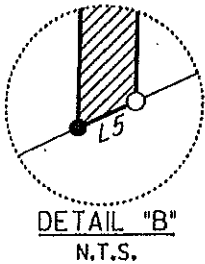
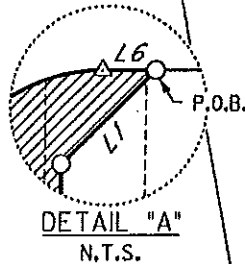
15' WATERLINE ESMT
VOL.4823, PG.1839
VOL.4823, PG.1975
D.R.W.C.T.

PROPOSED
R.O.W. ACQUISITION
3,697 SQ. FT.
0.085 AC.

S 87°57'32" E 596.71'

BRUCE CASH
'TRACT 1'
(3.00 AC.)
DOC.# 2000010288
O.P.R.T.C.T.

SEE
DETAIL "B"



EXISTING R.O.W. LINE

4/2/2013 8:56:49 AM gp2172 HALFF I:\26000s\26890\CADD\Survey\VEXH\HPND\T2-ROW.DOC

4030 WEST BRAKER LANE, SUITE 460
AUSTIN, TEXAS 78769-5355
TEL (612) 262-8184
FAX (612) 292-8141

RIGHT-OF-WAY ACQUISITION HPN DEVELOPMENT INC.	PROJECT AVO: 26890
HEATHERWILDE BLVD. ROADWAY IMPROVEMENTS	COUNTY: TRAVIS
ACCOMPANYING FILE: I:\26000s\26890\Data Out\VEXH-HPND-T2-ROW.DOC	ACQUISITION AREA: 0.085 AC. 3,697 SQ. FT.
	SCALE: 1"=100'

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE III 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
- O.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. 1207531-KFO, EFFECTIVE DATE APRIL 23, 2012, ISSUE DATE MAY 1, 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:	105.059 AC.	4,576,370 SQ. FT.
ACQUISITION AREA:	0.085 AC.	3,697 SQ. FT.
REMAINDER AREA:	104.974 AC.	4,572,673 SQ. FT.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	89°57'04"	25.00'	39.25'	35.34'	N71°44'32"E

LINE TABLE

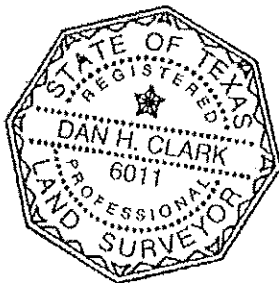
LINE NO.	BEARING	DISTANCE
L1	S 71°45'59" W	26.17'
L2	S 26°46'00" W	158.03'
L3	S 34°04'16" W	66.85'
L4	S 26°46'00" W	131.63'
L5	N 87°57'32" W	5.50'
L6	S 63°14'03" E	7.03'

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.




4/2/2013
DATE

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



4/2/2013 8:56:55 AM GR2ITZ HALFF I:\26000s\26890\CADD\Survey\VEXH-HPND-ROW-26890-Jb-dwg-HP5550_MDN_FS.FW.dwt

 <p>HALFF 4030 WEST BRAKER LANE, SUITE 450 AUSTIN, TEXAS 78759-8358 TEL (512) 252-8184 FAX (512) 252-9141</p>	RIGHT-OF-WAY ACQUISITION HPN DEVELOPMENT INC.	PROJECT AV0: 26890
	HEATHERWILDE BLVD. ROADWAY IMPROVEMENTS	COUNTY: TRAVIS
	ACCOMPANYING FILE: I:\26000s\26890\Data Out\VEXH-HPND-T2-ROW.DOC	ACQUISITION AREA: 0.085 AC. 3,697 SQ. FT. SCALE: 1"=100'