PURCHASE AGREEMENT FALCON POINTE COMMUNITY ASSOCIATION, INC. (SELLER)

This Purchase Agreement (this "Agreement") is made and entered into by and between the CITY OF PFLUGERVILLE, TEXAS, a Texas home rule municipality ("Buyer"), and FALCON POINTE COMMUNITY ASSOCIATION, INC., ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set our herein, and is effective as stated in this Agreement.

INTRODUCTION

- A. Seller is the current owner thereof of 1.78-acre tract recorded in Document No. 200600398 of the Official Public Records of Travis County, Texas.
- B. Buyer requires acquisition of a +/-0.079-acre Right-of-Way tract as described (Exhibit "A") hereafter referred to as the "Property".
- C. Seller is willing to convey and Buyer to purchase the Property for the appraised value of \$28,519.00

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey Property to Buyer, and Buyer agrees to buy and pay Seller for the Property as described in **Exhibit** "A" as part of the Kelly Lane Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement are conditional on City Council of Pflugerville's approval and acceptance of the Purchase Agreement. In the event the City Council does not approve the acceptance of the Purchase Agreement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

II.

The Purchase Price. TWENTY-EIGHT THOUSAND FIVE HUNDRED NINETEEN AND 00/100 (\$28,519.00) to be paid at closing.

III.

The Property. More or less 0.079-acre tract recorded in Document No. 200600398, Official Public Records of Travis County, Texas as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference for all purposes.

IV.

Deed. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit "A.1")**, attached hereto and incorporated by reference for all purposes.

Miscellaneous.

- A. Closing Date. The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Purchase Agreement.
- B. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer:

City of Pflugerville

Attn: Sereniah Breland, City Manager

100 East Main Street Pflugerville, Texas 78660

Seller:

Falcon Pointe Community

P.O. Box 203310 Austin, TX 78720

Severability; Waiver. If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- C. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.
- D. Entire Agreement. With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This

- Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- E. Exhibits and Counterparts. All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- F. Representations and Warranties by Seller. Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in Exhibit "A", that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.
- G. Eligibility Certification. Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- H. 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.
- I. Texas Family Code Child Support Certification. Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

| SELLER: Folcon Ginte Community Carlos Castillo Board President By: |
|--|
| PURCHASER: |
| CITY OF PFLUGERVILLE, a Texas home rule municipality |
| Ву: |
| Sereniah Breland, City Manager |
| ATTEST: |
| Karen Thompson, City Secretary |

EXHIBIT "A"

EXHIBIT_A"

County: Travis

Parcel: 4 ROW Acquisition

Project: Kelly Lane

June 19, 2020 Page 1 of 5

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.079 ACRE (3,423 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN DAVIS SURVEY NO. 13 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 44, BLOCK A, (PRIVATE OPEN SPACE) FALCON POINTE – SECTION EIGHT-B, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200600398 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (0.P.R.T.C.T.), DESCRIBED IN SPECIAL WARRANTY DEED TO FALCON POINTE COMMUNITY ASSOCIATION, INC. RECORDED IN DOCUMENT NO. 2008039701 OF THE 0.P.R.T.C.T., SAID 0.079 ACRE (3,423 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod with plastic cap stamped "SURVCON INC" found, being the southerly southwest corner of said Lot 44, same being the southeasterly corner of Lot 1, Block B of said subdivision, in the existing northerly Right-of-Way (ROW) line of Richfield Landing (50' ROW width) as depicted on Falcon Pointe – Section Eight-A, Amended Final Plat, a subdivision of record in Document No. 200500062 of the O.P.R.T.C.T.;

THENCE, departing said Lot 1, with said northerly ROW line, transitioning into the westerly ROW line of Falcon Pointe Boulevard (variable width ROW) as depicted on said Falcon Pointe – Section Eight-A, same being the easterly boundary line of said Lot 44, the following four (4) courses:

\$ 68°43'56" E, for a distance of 4.99 feet to the calculated point of curvature of a curve to the left;

Along said curve to the left having a delta of 86°03'47", a radius of 25.00 feet, an arc length of 37.55 feet and a chord which bears N 68°33'16" E, for a distance of 34.12 feet to a calculated point of tangency;

N 25°31'34" E, for a distance of 393.00 feet to the calculated angle point;

N 27°54'18" E, for a distance of 98.08 feet to an iron rod with aluminum cap stamped "ROW 4933" set at the proposed ROW cut-back line of Kelly Lane, for the southerly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) THENCE, departing said existing ROW line, through the interior of said Lot 44, with said proposed cut-back line, N 19°36′59" W, for a distance of 118.42 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the northerly boundary line of said Lot 44, same being the existing southerly ROW line of Kelly Lane (variable width ROW), also being in the southerly line of that called Lot 45, Block A, a 15 foot wide ROW tract dedicated to the City of Pflugerville by said Falcon Pointe Section Eight-B, for the northwesterly corner of the herein described parcel;
- 2) THENCE, with the common boundary line of said Lot 44 and said existing ROW line, same being the southerly line of said ROW dedication, S 63°09'31" E, for a distance of 61.89 feet to a calculated point, being the southeasterly corner of said ROW dedication tract, same being a point of curvature to the right;
- 3) THENCE, along said curve to the right, transitioning from said existing southerly ROW line of Kelly Lane to said existing westerly ROW line of Falcon Pointe Boulevard, having a delta of 91°03'26", a radius of 25.00 feet, an arc length of 39.73 feet and a chord which bears S 17°37'08" E, for a distance of 35.68 feet to a point of tangency;

EXHIBIT "A

County: Travis

Parcel: 4 ROW Acquisition

Project: Kelly Lane

June 19, 2020 Page 2 of 5

4) THENCE, with said existing westerly ROW line, same being the easterly boundary line of said Lot 44, S 27°54'18" W, at a distance of 14.16 feet, pass a 5/8" iron rod found, and continuing for a total distance of 56.12 feet to the POINT OF BEGINNING, containing 0.079 acre, (3,423 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

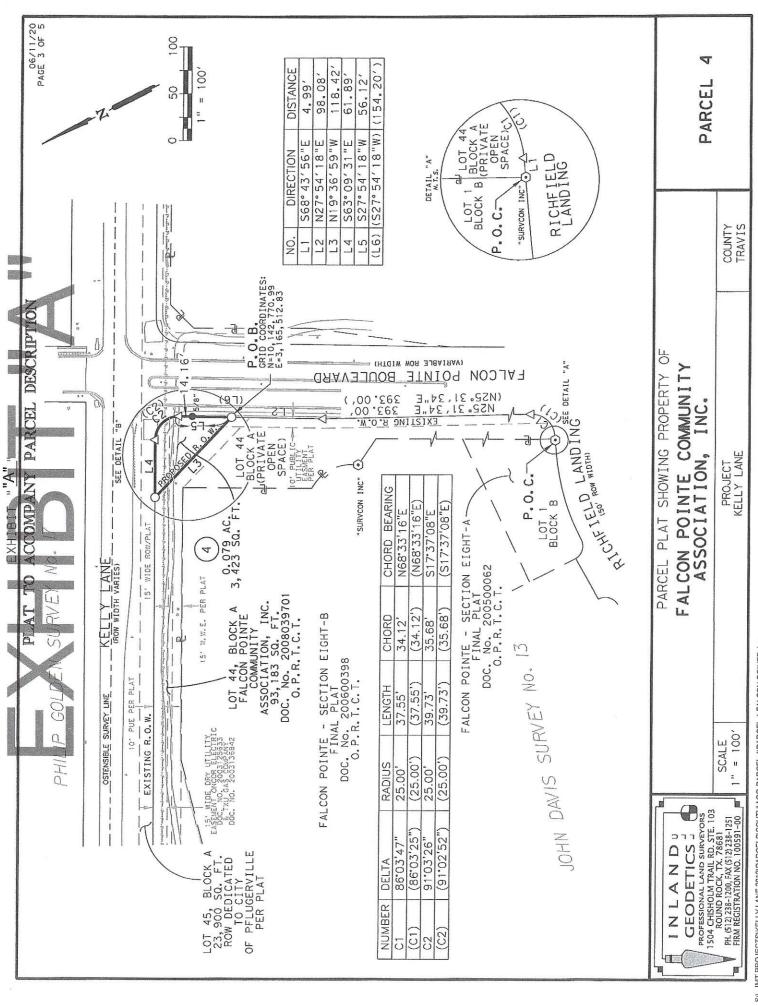
Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681





surface O 9 Coordinates surface distances. Central Zone shown hereon are based on grid bearing. All distances are the Texas State Plane Coordinate System, NAD 83, Central Z 1) All bearings values based on bearings

BY ISSUED NO. 2013506-KFO, GF INSURANCE THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANC TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 12, 2020, ISSUE DATE MARCH 24, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 200600398 (PLAT), DOCUMENT NO. 2002039135, DOCUMENT NO. 2003292795, DOCUMENT NO. 2006184514, FURTHER AFFECTED BY RELEASE IN DOCUMENT NO. 2013071580; DOCUMENT NO. 2018039699 (SEC. 8-B), DOCUMENT NO. 2010068190, DOCUMENT NO. 2011190637, DOCUMENT NO. 2012075405, DOCUMENT NO. 2012077934 (SEC. 8-B), DOCUMENT NO. 2012220280, DOCUMENT NO. 2014106396, DOCUMENT NO. 2014162720, DOCUMENT NO. 2014182694, DOCUMENT NO. 2014182770, DOCUMENT NO. 2016132440, DOCUMENT NO. 2016170219, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, SUBJECT TO

COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED TRAVIS COUNTY, TEXAS, AFFECTS AS SHOWN AND SUBJECT TO. BUILDING LINES AND CONDITIONS, THE OFFICIAL PUBLIC RECORDS OF 10A. ANY AND ALL EASEMENTS, DOCUMENT NO. 200600398, OF

TRAVIS B. ACCESS EASEMENT AS SHOWN ON PLAT AND DEDICATION RECORDED IN DOCUMENT NO. 200600398, OFFICIAL PUBLIC RECORDS, T COUNTY, TEXAS, REFERENCED THEREON AS VOLUME 11401, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

TRAVIS PUBL IC C. ACCESS EASEMENT AS SHOWN ON PLAT AND DEDICATION RECORDED IN DOCUMENT NO. 200600398, OFFICIAL PUBLIC RECORDS, COUNTY, TEXAS, FURTHER IDENTIFIED IN DOCUMENT NO. 2003072474, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY AMENDMENT AND PARTIAL TERMINATION OF ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2007070813, OFFICIAL PURECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

VOLUME 549, PAGE 340, D. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN N 636, VOLUME 551, PAGE 104, VOLUME 551, PAGE 134, VOLUME 568, PAGE 69, VOLUME 655, PAGE 173, VOLUME 679, 926, PAGE 590, DEED RECORDS OF TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

& LIGHT COMPANY RECORDED IN E. OVERHEAD ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO TEXAS POWER PAGE 939, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

F. OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE EASEMENT TO ONCOR ELECTRIC DELIVERY RECORDED IN DOCUMENT NO. 2003125633, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AFFECTS AS SHOWN.

TRAVIS PP PUBLIC RECORDS OFFICIAL 2003136842, 92 DOCUMENT Z RECORDED COMPANY SUPPLY EASEMENT TO TXU GAS AFFECTS AS SHOWN.

PUBLIC RECORDS OFFICIAL 2011043482, TEXAS RECORDED IN DOCUMENT NO. PFLUGERVILLE, PUBLIC UTILITY EASEMENT TO THE CITY OF TRAVIS COUNTY, TEXAS, AFFECTS AS SHOWN.



PARCEL PLAT SHOWING PROPERTY OF FALCON POINTE COMMUNITY ASSOCIATION, INC.

PROJECT KELLY LANE

COUNTY

PARCEL 4

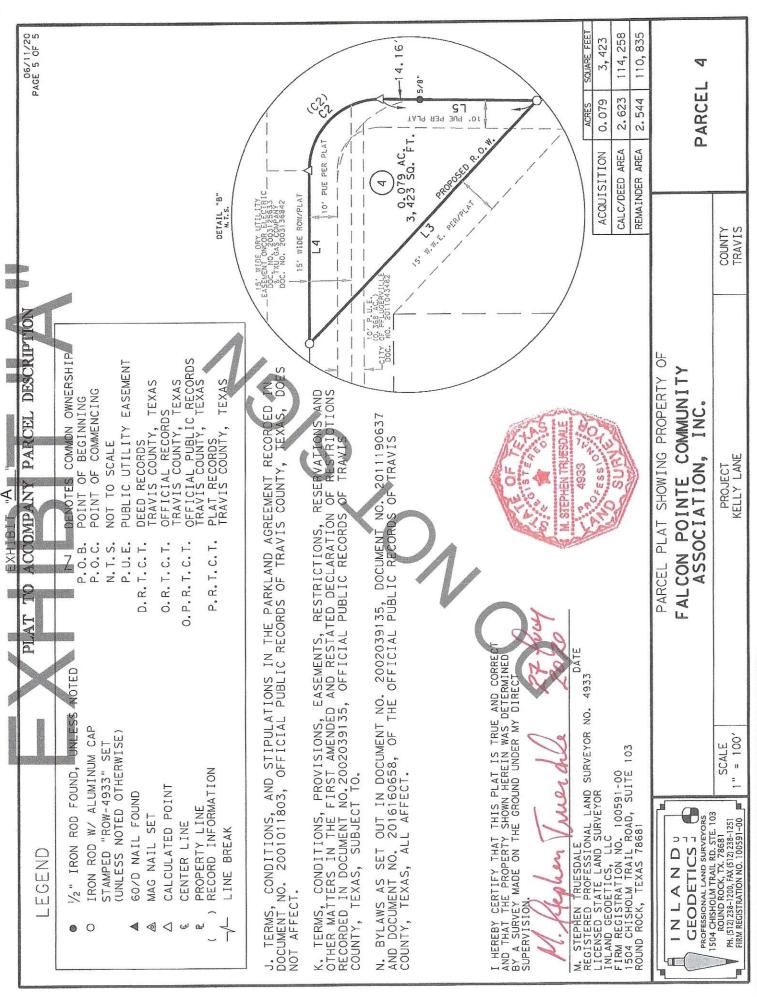


EXHIBIT "A.1"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

| THE STATE OF TEXAS | § | |
|--------------------|---|--------------------------------|
| | § | KNOW ALL MEN BY THESE PRESENTS |
| COUNTY OF TRAVIS | § | |

That **FALCON POINTE COMMUNITY ASSOCIATION, INC**, of the County of Travis, Texas, whose address is P.O. Box 203310, Austin, Texas 78720 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid the **CITY OF PFLUGERVILLE**, TEXAS, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the property depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: All matters of official record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Property; taxes for the current year (prorated as of the date of this deed), which Grantee assumes and agrees to pay, and subsequent tax assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

Signature page to follow.

EXHIBIT "A.1"

| EXECUTED AND EFFECTIVE as of this | day of, 202 | |
|--|--|--|
| | GRANTOR: | |
| | Falcon Pointe Community Association, Inc. | |
| | By: | |
| THE STATE OF TEXAS § | | |
| THE STATE OF TEXAS \$ COUNTY OF TRAVIS \$ | | |
| This instrument was acknowledged | d before me this day of, 2020 by of Falcon Pointe Community Association, | |
| Inc., on behalf of said corporation. | Notary Public, State of Texas GRANTEE: | |
| CITY OF PFLUGERVILLE, TEXAS, | | |
| | a Texas home-rule municipality | |
| | By: Sereniah Breland, City Manager | |
| | ATTEST: | |
| | Karen Thompson, City Secretary | |

EXHIBIT "A.1"

| THE STATE OF TEXAS | § |
|--|---|
| | § |
| COUNTY OF TRAVIS | § |
| This instrument was acknown Breland, City Manager of the Comunicipality. | wledged before me on, 202, by Sereniah lity of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said |
| (seal) | Notary Public Signature |
| After recordation please return | to: City of Pflugerville Attn: Sereniah Breland, City Manager P.O. Box 589 Pflugerville, Texas 78691 |
| | |
| | |