

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **WARREN RICHTER** and **CAROL ANN RICHTER**, hereinafter referred to as “**SELLER**”, for and in consideration of the agreed purchase price of **FOURTEEN THOUSAND ONE HUNDRED EIGHTY-THREE AND NO/100 (\$14,183.00) 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, TEXAS**, 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: As more fully described in **Exhibit “A”**, the property is described as follows:

Being a 0.072 acre tract located in the **HENRY BLESSING SURVEY, ABSTRACT 99**, and being out of a called 5.00 acre tract described in a deed to Warren Richter and wife Carol Ann Richter recorded in Volume 7401, Page 553 of the named records of Travis County, Texas. Said 0.072 acre tract being more particularly shown on the attached survey exhibit drawing and further described by metes and bounds as follows: particularly described by metes and bounds in Exhibit “A” attached hereto.

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.

Special Conditions: City will install a second driveway apron within the acquired right of way, approximately Fifty-Four (54) feet from the eastern property line as shown on **Exhibit “B”**.

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 W. Main Street, Pflugerville, Texas 78660** and **SELLER** shall appear at **Agent's** office at said time to execute a **SPECIAL WARRANTY DEED** in substantially similar form as **EXHIBIT "C"** and other conveyance documents reasonably required by **Agent**.

Until title has been conveyed to the **PURCHASER**, loss or damage to the property by fire or other casualty, except that caused by **PURCHASER**, shall be at the risk of the **SELLER** and the amount thereof shall be deducted from the Purchase Price. In the event this purchase fails to close through no fault of **SELLER**, and **PURCHASER** does not proceed to condemnation, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property. In addition, should the purchase fail to close, as a result of **PURCHASER'S** decision not to proceed with closing or condemnation, and **PURCHASER'S** decision is not attributable, in whole or part, to fault of **SELLER**; in such event, **PURCHASER** shall instruct **TITLE COMPANY** to release the Earnest Money and accrued interest to **SELLER**. This shall be **SELLER'S** sole remedy in the event of **PURCHASER'S** determination not to proceed to proceed with closing. 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, and **PURCHASER** has failed to initiate condemnation, such failure shall be deemed as **PURCHASER'S** decision not to proceed with closing or condemnation.

The **PURCHASER** may take possession of the Property and begin construction immediately upon the **SELLER'S** execution of the Special Warranty Deed and funding of the conveyance.

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

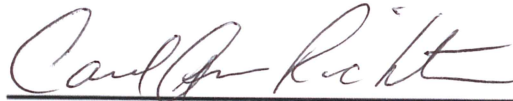
If examination of title or any other source discloses any defects in the title to the Property which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the property, then the **PURCHASER**, in lieu of completing the purchase of the property, may, but shall not be required to, proceed to acquire the same by condemnation.

EXECUTED this the _____ day of _____, 2017.

SELLER:



Warren Richter



Carol Ann Richter

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:
1215 East Pfennig Lane
Pflugerville, Texas 78660

600 Austin Ave., Suite 20
Waco, Texas 76701

**0.072 ACRE RIGHT-OF-WAY TRACT
LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.072 ACRE TRACT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, AND BEING OUT OF A CALLED 5.00 ACRE TRACT DESCRIBED IN A DEED TO WARREN RICHTER AND WIFE, CAROL ANN RICHTER RECORDED IN VOLUME 7401, PAGE 553 OF THE NAMED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.072 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED SURVEY EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF PFENNIG LANE (VARIABLE WIDTH RIGHT-OF-WAY) MARKING THE NORTHEAST CORNER OF SAID 5.00 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT FROM WHICH THE NORTHWEST CORNER OF LOT 1, BLOCK A, WALDEN SQUARE ACCORDING TO THE PLAT THEREOF RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT 201500273 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS BEARS S 27°29'57" W – 35.00';

THENCE S 27°29'57" W – 21.40' WITH THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID PFENNIG LANE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CROSSING THE INTERIOR OF SAID 5.00 ACRE TRACT THE FOLLOWING TWO (2) CALLS:

- 1) **25.81' WITH THE ARC** OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2040.00', A CENTRAL ANGLE OF 00°43'30" AND A CHORD WHICH BEARS N 59°29'08" W – 25.81' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF TANGENCY;
- 2) **N 59°07'23" W – 182.00'** TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE EAST LINE OF LOT 1, BLOCK B, KATYMEAD, SECTION 2 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 86, PAGE 139-B and 139-C OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING THE WEST LINE OF SAID 5.00 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

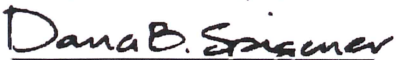
THENCE N 27°29'24" E – WITH THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID LOT 1, AT 3.62' PASS A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF LOT 1, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF LOT 1 BEARS S 27°29'24" W – 73.39', CONTINUING **A TOTAL DISTANCE OF 8.62'** TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE SOUTH RIGHT-OF-WAY LINE OF SAID PFENNIG LANE FOR THE NORTHWEST CORNER OF THE 5.00 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

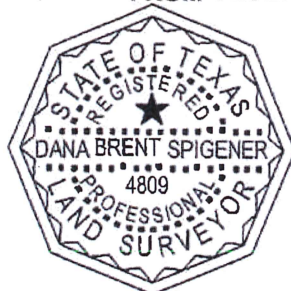
THENCE S 62°41'37" E – 207.47' WITH THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID PFENNIG LANE RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.072 ACRE OF LAND.

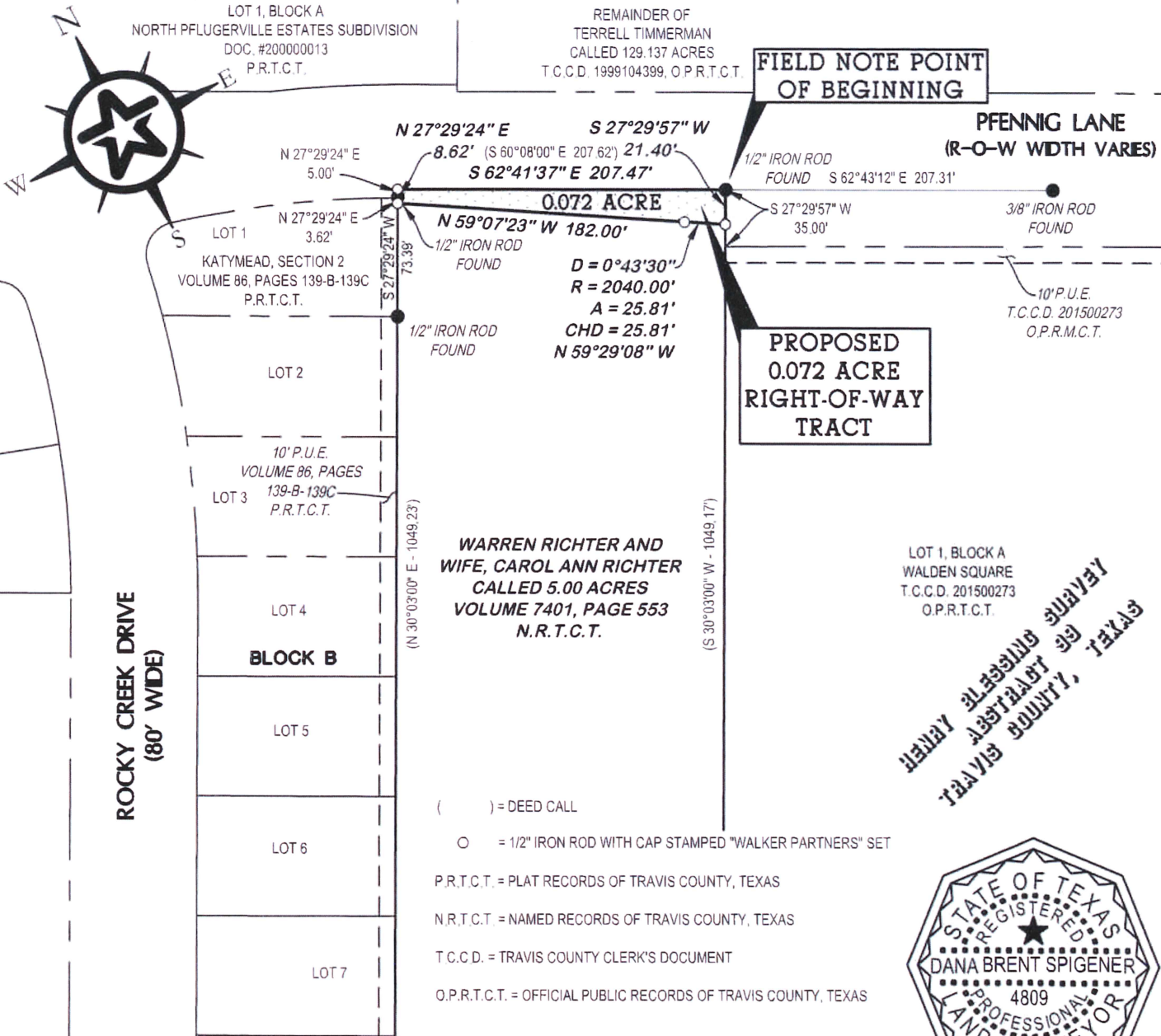
THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY EXHIBIT DRAWING MADE BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: JUNE, 2016
RELEASED: JULY 12, 2016


DANA B. SPIGENER, R.L.S. 4809
PROJ NO. 1-02715
PLAT NO. A1-1067
FIELD NOTE NO. 01
MAP CHECKED 06-21-16 DBS





SURVEYOR'S NOTES:

SURVEY DATE: JUNE, 2016
 RELEASE DATE: JULY 12, 2016

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

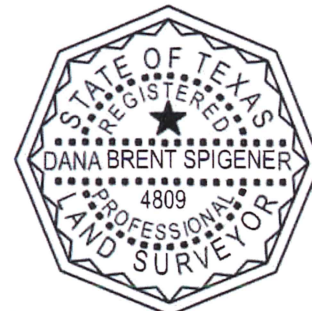
0.072 ACRE RIGHT-OF-WAY TRACT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS

- () = DEED CALL
- = 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET
- P.R.T.C.T. = PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- N.R.T.C.T. = NAMED RECORDS OF TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

HENRY BLESSING SURVEY
 ABSTRACT 99
 TRAVIS COUNTY, TEXAS



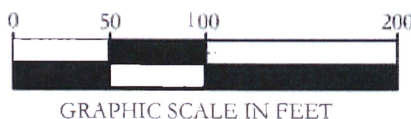
Dana B. Spigener

**EXHIBIT SHOWING
 0.072 ACRE RIGHT-OF-WAY TRACT
 IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING A PORTION
 OF A CALLED 5.00 ACRE TRACT DESCRIBED IN A DEED TO WARREN RICHTER AND WIFE, CAROL ANN RICHTER, RECORDED IN
 VOLUME 7401, PAGE 553 OF THE NAMED RECORDS OF TRAVIS COUNTY, TEXAS**

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600 Austin Avenue, Suite 20 • Waco, Texas 76701
 Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
 T.B.P.L.S., Registration No. 10032500



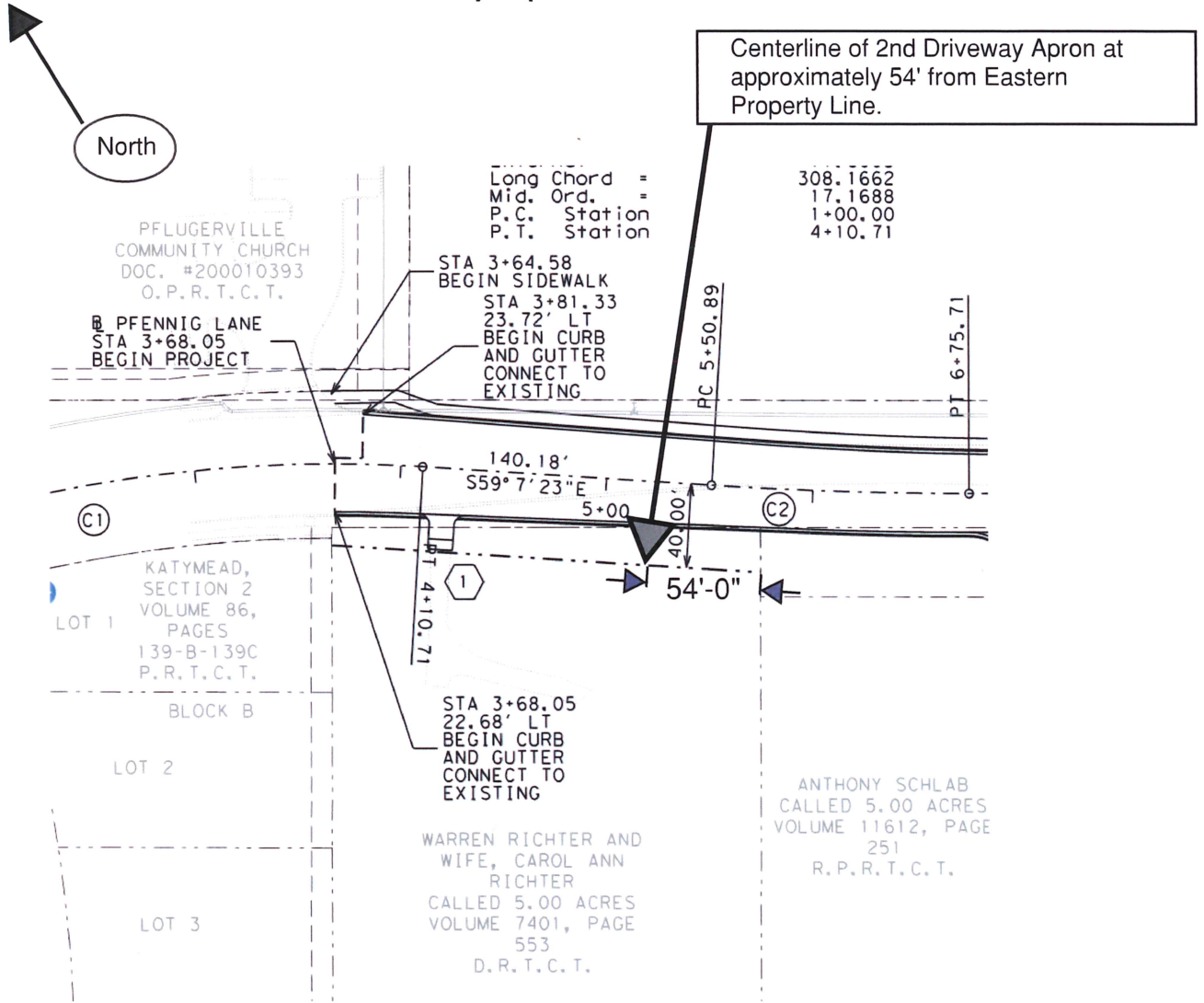
REVISIONS

PLAT NO. A1-1067 DRAFT DATE 3-30-16 FB/PG 353/1
 PROJ. NO. 1-02715 TAB NO. NA FIELD NOTE NO. 01
 DWG. NAME 1-02715ROW RICHTER DRAWN BY DBS

G:\PROJECTS\1-02715\DWG\1-02715ROW RICHTER.DWG, 8.5X11, 7/12/2016 1:18:04 PM, dspigener, 1:1

EXHIBIT B

2nd Driveway Apron Location



*Image extracted from K.Friese & Associates, Inc.
90% Plans on Pfennig Lane dated 6/28/2016 for the City of Pflugerville

EXHIBIT C

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That **WARREN RICHTER** and **CAROL ANN RICHTER** ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by 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, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Property").

Grantor and Grantee agree that the property described in Exhibit "A" is being conveyed to the City of Pflugerville under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

This conveyance is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the 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, however, that this conveyance is made subject to the liens securing payment of ad valorem taxes for the current and all subsequent years.

Signature page to follow

EXHIBIT C

EXECUTED effective as of this the ____ day of _____, 2017.

GRANTOR:

Warren Richter

Carol Ann Richter

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____ day of _____, 2017,
by Warren Richter for the purposes stated herein.

Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____ day of _____, 2017,
by Carol Ann Richter for the purposes stated herein.

Notary Public's Signature

EXHIBIT C

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

After recordation please return to: City of Pflugerville
Attn: Brandon Wade, City Manager
P.O. Box 589,
Pflugerville, Texas 78691