

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Gerald E. Wilke**, and wife, **Margaret M. Wilke** hereinafter referred to as "**SELLERS**", for and in consideration of the agreed purchase price of Twenty-Nine Thousand Eight Hundred Eighty-one AND NO/100 (\$29,881.00) 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: As more fully described in **Exhibit "A"**, the property is described as follows:

Description of a 0.172 acre (7,502 square foot) of land out of the WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 in Travis County, Texas, being a portion of that certain 10.91 acre tract described in a warranty deed with vendor's line conveyed to Gerald E. Wilke and wife, Margaret M. Wilke, of record in Volume 4864, Page 360, of the Deed Records of Travis County, Texas, said 0.172 acre tract of land being more particularly described by metes and bounds on 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: **PURCHASER** shall construct a 30 foot wide concrete driveway approach to replace the current driveway approach. **PURCHASER** shall remove the existing cattle guard and leave it on **SELLER'S** remainder property at a location to be determined by **PURCHASER** and **SELLER**. **PURCHASER** makes no representation that the existing cattle guard can be removed

without damage and **SELLER** waives any claim for damage that may result to the cattle guard as a result of the action of **PURCHASER**. **SELLER** authorizes **PURCHASER**, its agents, or assigns, to enter upon their remaining property for the purpose of relocating the existing cattle guard, and **SELLER** expressly waives all damages or claims that may result to the remaining property of the **SELLER** as a result of such entry and relocation of the cattle guard. **SELLER** acknowledges \$6,500.00 of the purchase price mentioned above is for the cost of a new cattle guard and \$2,000.00 of the purchase price is for replacement of the existing fencing. **SELLER** shall, at its expense, relocate any fencing, gates and mail boxes located within the proposed acquisition area, if applicable, within 45 days after closing.

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 "B"** 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 this contract.

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 21 day of March, 2016.

SELLER:


Margaret M. Wilke


Gerald E. Wilke

PURCHASER:

CITY OF PFLUGERVILLE,
A Texas Municipal Corporation

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:

3515 Pecan Street, Pflugerville, Texas

Exhibit "A"
Page 1 of 2
September 8, 2015

0.172 Acre (7502 Sq Ft) Tract
Wm. Caldwell Survey No. 66
Abstract - 162
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 0.172 ACRE (7502 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 10.91 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN CONVEYED TO GERALD E. WILKE AND WIFE, MARGARET M. WILKE, OF RECORD IN VOLUME 4864, PAGE 360, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.172 ACRE (7502 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found on the south right-of-way line of that certain dedicated public roadway known as East Pecan Street, as widened in a right-of-way deed described in Volume 364, Page 162, said Deed Records, for the northwest corner of said certain 10.91 acre tract, same point being the northeast corner of that certain 37.217 acre tract of land conveyed to Pville East, LTD., recorded in Document No. 2004036261, of the Official Public Records of Travis County, Texas, for the northwest corner of the herein described tract, from said point, a ½ inch iron rod found on the north right-of-way line of said East Pecan Street for the common south corner of that certain 5.0 acre tract of land described in Volume 10951, Page 53, said Deed Records, and that certain 161 acre tract of land described in Document No. 2007010189, said Official Public Records, and the common north corner of those certain right-of-way deeds described in Volume 361, Page 497, said Deed Records, and Volume 372, Page 27, said Deed Records, bears South 86° 15' 08" East, a distance of 154.12 feet;

THENCE, South 62° 35' 27" East, with said south right-of-way line of East Pecan Street, same line being the north boundary line of said 10.91 acre tract, a distance of 300.00 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set at the northeast corner of said 10.91 acre tract, same point being the northwest corner of that certain 111 acre tract described in Volume 12820, Page 1846, said Deed Records, and the northeast corner of the herein described tract;

THENCE, South 27° 02' 17" West, with the common line of said 10.91 acre tract and said 111 acre tract of land, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set for the southeast corner of the herein described tract;

THENCE, North 62° 35' 27" West, over and across said 10.91 acre tract of land, a distance of 300.16 feet, to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set on the common boundary

MAK
9 Sept 2015

line of said 10.91 acre tract and said 37.217 acre tract, for the southwest corner of the herein described tract;

THENCE, North 27° 24' 35" East, with said common boundary line, a distance of 25.00 feet, to the **POINT OF BEGINNING** and containing 0.172 acres (7502 square feet) of land within these metes and bounds.

Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.000066364. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground from November, 2014, to September, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC

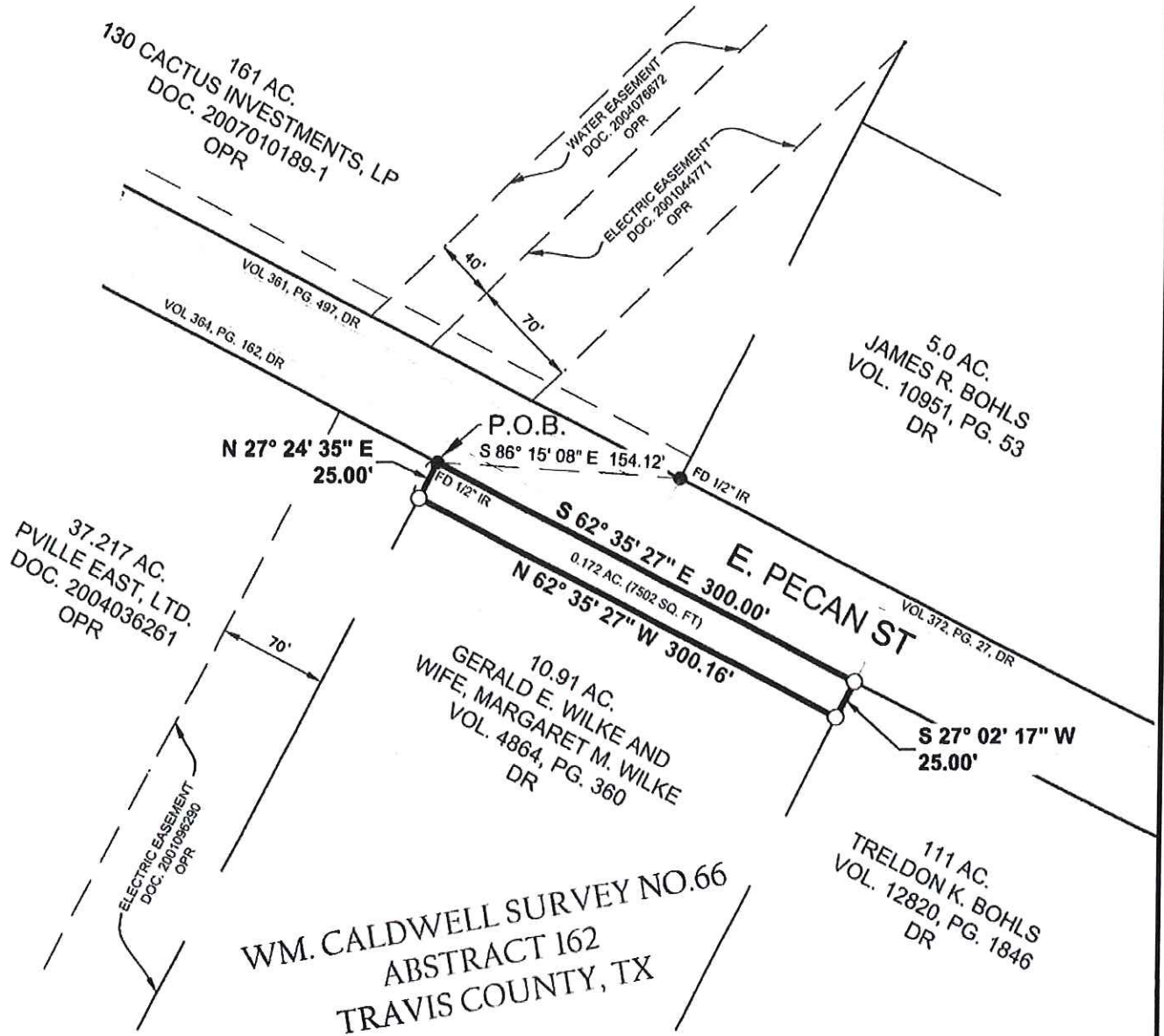
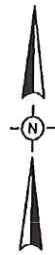
 9 Sept 2015

Miguel A. Escobar, LSLS, RPLS
Texas Registration No. 5630



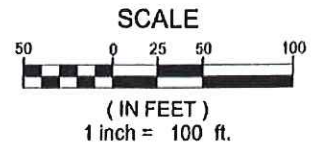
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ADDITIONAL MATTERS

1. ELECTRIC EASEMENT, VOL. 548 PG 278, D.R.



TBPLS FIRM REG 10046701

*MAG
9/9/2015*

PROJECT: E PECAN ST
JOB NUMBER: 1412-044-01
DATE: 2015-09-03
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A



CobbFendley

505 East Huntland Drive, Suite 485
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Exhibit "A"
Right-of-Way Dedication
Description

PAGE 1 OF 2

Dwg Info: G:\Survey\PROJECTS\2014\1412-044-01-East Pecan ST_Pflugerville\Cad\1412-044-01-row-wilke.dwg - Tab: SHEET 2 OF 2 - Plotted: 9/9/2015 10:20 AM By: MIGUEL A. ESCOBAR

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED)
- AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48453C0290J, THAT BEARS AN EFFECTIVE/REVISED DATE OF 8/18/2014. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (CENTRAL) ZONE (NAD_83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.000066364. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE AND EASEMENT REPORT (THE "TITLE REPORT") ISSUED BY TEXAS AMERICAN TITLE COMPANY, DATED DECEMBER 5, 2015. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE REPORT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE REPORT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS PLAT.

I CERTIFY THAT THIS DESCRIPTION
WAS PREPARED FROM A SURVEY
MADE ON THE GROUND FROM
NOVEMBER, 2014 TO SEPTEMBER
2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.


9 Sept 2015

MIGUEL A. ESCOBAR, LSLs, RPLS
TEXAS-REG NO. 5630



LEGEND

- D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- ⊙ - 1" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED
- - 5/8" IRON ROD WITH CAP STAMPED "CFA BOUNDARY", SET EXCEPT AS NOTED

TBPLS FIRM REG 10046701

PROJECT: E_PECAN_ST
JOB NUMBER: 1412-044-01
DATE: 2015-09-03
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A

 **CobbFendley**
505 East Huntland Drive, Suite 485
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Exhibit " A "
Right-of-Way Dedication
Description
PAGE 2 OF 2

EXHIBIT "B"

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 GERALD E. WILKE and wife, MARGARET M. WILKE ("Grantor"), for a full valuable cash 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").

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:

EXECUTED effective as of this the ____ day of _____, 2016.

GRANTOR:

Margaret M. Wilke

Gerald E. Wilke

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me on _____, 2016 by MARGARET M. WILKE.

Notary Public, State of Texas

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me on _____, 2016 by GERALD E. WILKE.

Notary Public, State of Texas

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

