

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **TRELDON K. BOHLS**, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price of **SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY AND NO/100 (\$73,120.00) 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 and 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 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 0.635 acre of land, more or less, out of the **WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162** in Travis County, Texas and being more 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: **PURCHASER** shall construct a 30 foot wide concrete driveway approach in the approximate location identified on the attached **EXHIBIT "C"**, and a second driveway approach shall be constructed by **PURCHASER** at the western boundary of **SELLER'S** property line with Gerald Wilke, with no less than five (5) feet of the approach along **SELLER'S** north property line. **SELLER** acknowledges \$9,500.00 of the purchase price mentioned above is for the cost of the **SELLER** relocating the fencing improvements. **SELLER** shall, at its expense, construct any fencing required on the new right of way line or on Seller's

remaining property to allow the removal of the existing fencing improvements currently located within the Property, within 45 days after the date staking is completed of the limits of all takings of SELLER'S property. SELLER has the right, but no obligation, to remove any of the existing fence along the current right of way line within the Property, in SELLER's sole discretion. Additionally, **PURCHASER** agrees to coordinate staking of the boundaries of the taking, including the locations of each of the two to-be-constructed driveway approaches, to assist **SELLER** in setting the new and temporary fencing. **PURCHASER** shall require the survey crew performing the staking to notify **SELLER** of the date the staking will occur.

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. This Agreement 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 Agreement. This Agreement 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 **PURCHASER**, or any officer or employee of **PURCHASER**.

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 after the new fence to be constructed by **SELLER** has been completed. Staking may begin immediately upon the **SELLER'S** execution of this contract.

The **SELLER** represents to the **PURCHASER** that, to the current knowledge of **SELLER**, 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 for a period of six (6) months.

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 10th day of May, 2016.

SELLER:

Treldon K. Bohls
Treldon K. Bohls,

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:
Cameron Road,
Pflugerville, Texas 78660

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

0.635 Acre Tract
Wm. Caldwell Survey No. 66
Abstract - 162
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 0.635 ACRE TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 111 ACRE TRACT DESCRIBED IN A PARTITION DEED CONVEYED TO TRELDON K. BOHLS OF RECORD IN VOLUME 12820, PAGE 1846, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.635 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING 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 that certain 10.91 acre tract of land conveyed to Gerald E. Wilke, et ux, recorded in Volume 4864, Page 360, said Deed Records, 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, 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, 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 said 111 acre tract, and same point being the northwest corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 62° 57' 43" East, continuing with said south right-of-way line of East Pecan Street, a distance of 1106.50 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set for the northeast corner of the herein described tract;

THENCE, South 27° 02' 17" West, over and across 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° 57' 43" West, continuing over and across said 111 acre tract of land, a distance of 1106.50 feet, to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set on the common

mtt
9 Sept 2015

boundary line of said 10.91 acre tract and said 111 acre tract, for the southwest corner of the herein described tract;

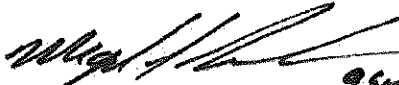
THENCE, North 27° 02' 17" East, with said common boundary line, a distance of 25.00 feet, to the **POINT OF BEGINNING** and containing 0.635 acres of land within these metes and bounds.

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)

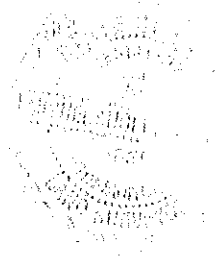
I certify that this description was prepared from a survey made on the ground from November, 2014, to September, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC



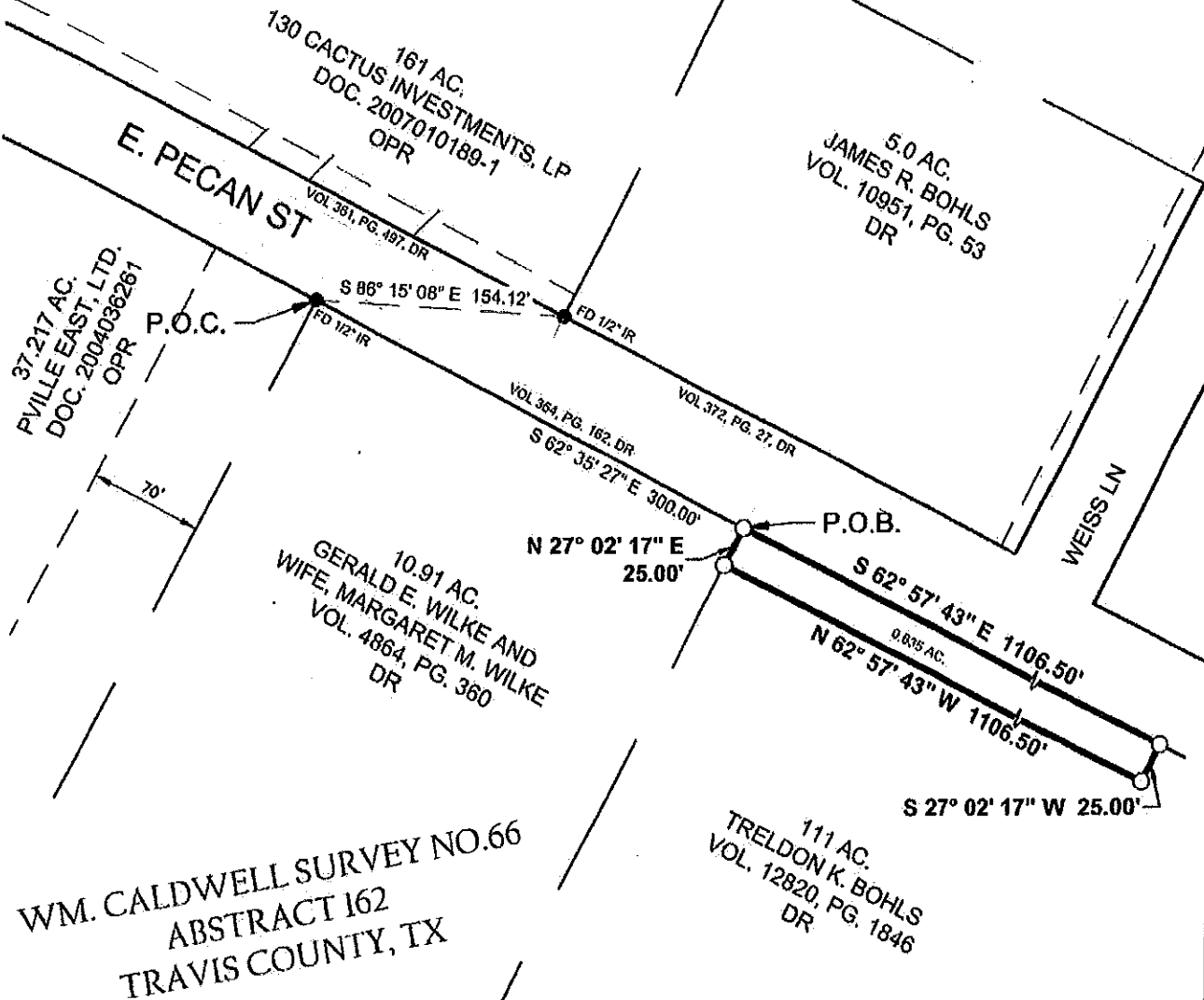
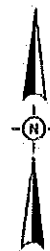
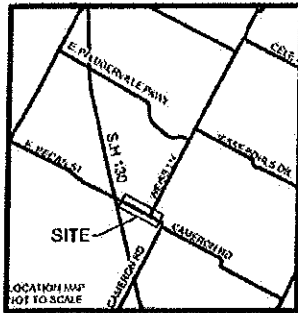
9 Sept 2015

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



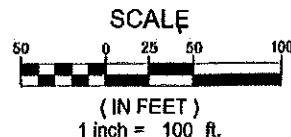
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ADDITIONAL MATTERS

1. ELECTRIC EASEMENT, VOL. 555 PO 09, D.R.



TBPLS FIRM REG 10046701

*MAA
9 Sept 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 in/c: C:\Survey\PROJECTS\2014\1412-044-01-East Pecan ST_Pflugerville\Cod\1412-044-01-row-Bonhis.dwg - Tab: SHEET 2 OF 2 - Plotted: 9/9/2015 10:35 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.

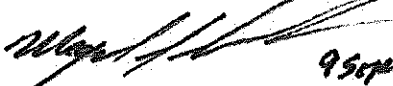
THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

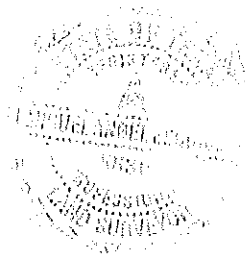
THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

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.


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 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 §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That **TRELDON K. BOHLS**, ("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 FOLLOWS

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

GRANTOR

TRELDON K BOHLS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____ 2016
by TRELDON K. BOHLS, an individual residing in Travis County, Texas.

Notary Public, State of Texas

AGREED AND ACCEPTED:

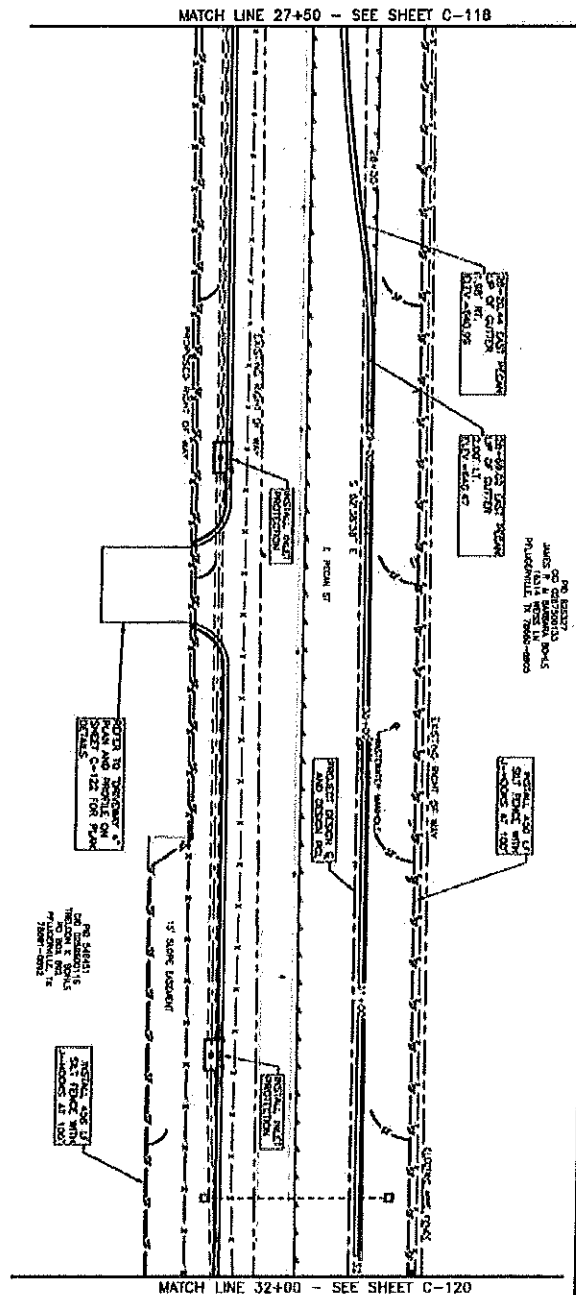
CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

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

[illegible]

A vertical ruler with markings and a pencil lying horizontally next to it.

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