

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **H. L. WEISS, JR.** and **MERLE A. WEISS**, hereinafter referred to as “**SELLER**”, for and in consideration of the agreed purchase price of **ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$112,746.00)**, (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 0.9425 acre tract of land, more or less, situated in the E. KIRKLAND SURVEY NO.7, ABSTRACT NO. 458, Travis County, Texas and being out of that tract described as 32.290 acres (Exhibit B) in a Deed to H.L. Weiss, Jr. recorded in Document No. 2001065236, Official Public Records, Travis County, Texas; Said 0.9425 being comprised of two parcels, Parcel 1 being 0.6371 of an acre and Parcel 2 being 0.3054 of an acre, and being more particularly described by metes and bounds in **Exhibit “A”** attached hereto and made a part thereof.

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: **SELLER** acknowledges a portion of the purchase price mentioned above is for the cost of the **SELLER** relocating the fencing improvements. **SELLER** shall, at its expense, relocate any fencing or gates located within the proposed acquisition area, if applicable, within 30 days after staking. Also, **SELLER** will retain the two (2) metal gates located in the proposed right of way. Additionally, **PURCHASER** agrees to coordinate staking of the boundaries of the taking to assist **SELLER** in setting the new and temporary fencing.

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 _____ day of _____, 2016.

SELLER:



H. L. Weiss, Jr.



Merle A. Weiss

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:
17500 Weiss Lane
Pflugerville, Texas 78660

md/ns

EXHIBIT " — "

E. Kirkland Survey No. 7, Abstract No. 458

DESCRIPTION OF 0.9425 OF ONE ACRE

DESCRIPTION OF 0.9425 OF ONE ACRE OR 41,056 SQUARE FEET OF LAND, MORE OR LESS, OUT OF THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT TRACT DESCRIBED AS 32.290 ACRES (EXHIBIT "B") IN A DEED TO H.L. WEISS, JR., OF RECORD IN DOCUMENT NO. 2001065236, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.9425 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Part 1 0.6371 of One Acre

BEGINNING at a 1/2" iron rod found at the south corner of this tract and at an exterior ell corner in said H.L. Weiss, Jr. tract and the east corner of that tract described as 1.89 acres in a deed to H.L. Weiss, Jr., and wife Merle A. Weiss, of record in Volume 9294, Page 901, Real Property Records, Travis County, Texas, same being in the existing northwest right-of-way line of Weiss Lane, from which 1/2" iron rod found at the south corner of said H.L. and Merle Weiss tract and the east corner of that tract described as 1.00 acre, in a deed to Neil E. Weiss and wife Barbara A. Weiss, of record in Document No. 2002167832, Official Public Records, Travis County, Texas, bears S27°30'20"W 156.17 feet, and said point of beginning having State Plane Coordinates (Texas Central Zone, NAD83, U.S. Feet, Combined Grid to Surface Scale Factor of 1.00010) grid value of N=10,132,610.63 E=3,167,430.49;

THENCE, with the southwest line of this tract and said H.L. Weiss, Jr. tract and the northeast line of said H.L. and Merle Weiss tract, **N62°56'45"W 62.11 feet** to a 1/2" iron rod set with a plastic cap at the west corner of this tract, same being in the proposed northwest right-of-way line of Weiss Lane;

0.9425 AC

THENCE, with the northwest line of this tract and the proposed northwest right-of-way line of Weiss Lane, crossing said H.L. Weiss, Jr. tract, the following two (2) courses, numbered 1 and 2:

- 1) **N27°27'23"E 404.03 feet** to a 1/2" iron rod set with a plastic cap; and
- 2) **N17°27'23"W 35.21 feet** to a 1/2" iron rod set with a plastic cap at the north corner of this tract, same being in the northeast line of said H.L. Weiss, Jr. tract and the southwest line of that tract described as 9.294 acres, in a deed to the City of Pflugerville, of record in Document No. 2003074909, Official Public Records, Travis County, Texas, same being in the existing southwest right-of-way line of E. Pflugerville Parkway;

THENCE, with the northeast line of this tract and said H.L. Weiss, Jr. tract, the southwest line of said City of Pflugerville tract, and the existing southwest right-of-way line of E. Pflugerville Parkway, **S62°27'35"E 90.80 feet** to a 1/2" iron rod found at the east corner of this tract and said H.L. Weiss, Jr. tract, same being in the existing northwest right-of-way line of Weiss Lane;

THENCE, with the southeast line of this tract and said H.L. Weiss, Jr. tract and the existing northwest right-of-way line of Weiss Lane, **S27°58'08"W 428.41 feet** to the POINT OF BEGINNING, and containing 0.6371 of one acre, or 27,754 square feet, more or less, contained within these metes and bounds.

Part 2 0.3054 of One Acre

BEGINNING at a 1/2" iron rod found at the east corner of this tract and at an exterior ell corner in said H.L. Weiss, Jr. tract and the south corner of that tract described as 1.00 acre in a deed to Neil E. Weiss and wife, Barbara A. Weiss, of record in Document No. 2002167832, Official Public Records, Travis County, Texas, same being in the existing northwest right-of-way line of Weiss Lane, from which a 1/2" iron rod found at the east corner of said Neil Weiss tract and the south corner of that tract described as 1.89 acres in a deed to H.L. Weiss, Jr., and wife, Merle A. Weiss, of record in Volume 9294, Page 901, Real Property Records, Travis County, Texas, bears N27°30'20"E 44.95 feet, and said point of beginning having State Plane Coordinates (Texas Central Zone, NAD83, U.S. Feet, Combined Grid to Surface Scale Factor of 1.00010) grid value of N=10,132,432.25 E=3,167,337.62;

0.9425 AC

THENCE, with the southeast line of this tract and said H.L. Weiss, Jr. tract and the existing northwest right-of-way line of Weiss Lane, **S27°30'20"W 214.98 feet** to a 1/2" iron rod found at the south corner of this tract and said H.L. Weiss, Jr. tract and the east corner of that tract described as 30.29 acres in a deed to Don Lee Weiss and wife, Gladys Weiss, of record in Volume 5161, Page 1611, Deed Records, Travis County, Texas;

THENCE, with the southwest line of this tract and said H.L. Weiss, Jr. tract and the northeast line of said Don Lee Weiss tract, **N62°23'51"W 61.75 feet** to a 1/2" iron rod set with a plastic cap at the west corner of this tract, same being in the proposed northwest right-of-way line of Weiss Lane;

THENCE, with the proposed northwest right-of-way line of Weiss Lane, crossing said H.L. Weiss, Jr. tract, **N27°27'23"E 215.19 feet** to a 1/2" iron rod set with a plastic cap at the north corner of this tract, same being in the northeast line of said H.L. Weiss, Jr. tract and the southwest line of said Neil Weiss tract;

THENCE, with the northeast line of this tract and said H.L. Weiss, Jr. tract and the southwest line of said Neil Weiss tract, **S62°12'40"E 61.64 feet** to the PLACE OF BEGINNING and containing 0.3054 of one acre, or 13,302 square feet, more or less, contained within these metes and bounds.

0.9425 AC

Bearing Basis Note

The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83 (CORS96). The Combined Grid to Surface Scale Factor is 1.00010) and was established by GPS observations.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6, Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



08/31/16

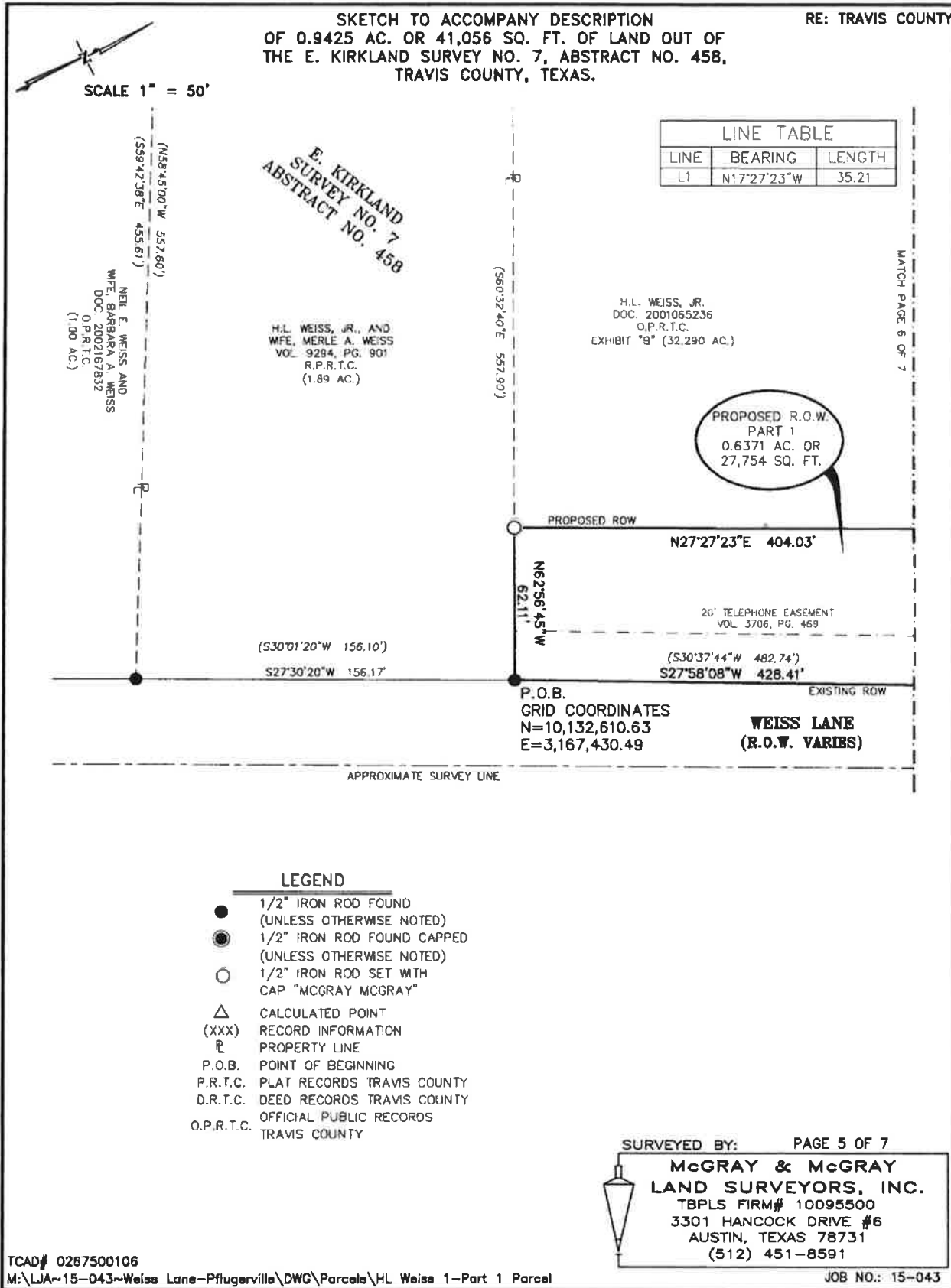
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.

2016/Descriptions/Weiss Lane/0.9425 ac

TCAD # 0267500106



RE: TRAVIS COUNTY

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.9425 AC. OR 41,056 SQ. FT. OF LAND OUT OF
THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458,
TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N17°27'23"W	35.21

E. KIRKLAND
SURVEY NO. 7
ABSTRACT NO. 458

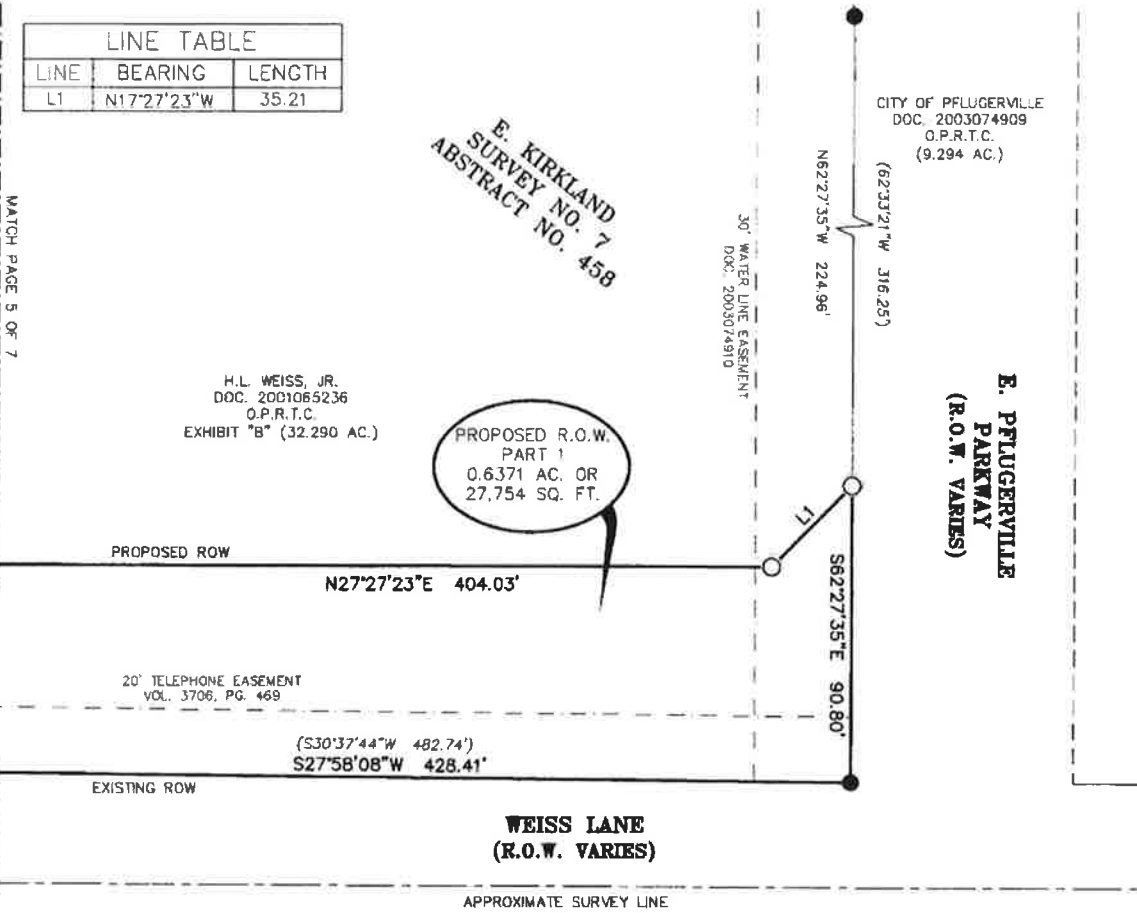
H.L. WEISS, JR.
DOC. 2001065236
O.P.R.T.C.
EXHIBIT "B" (32.290 AC.)

PROPOSED R.O.W.
PART 1
0.6371 AC. OR
27,754 SQ. FT.

CITY OF PFLUGERVILLE
DOC. 2003074909
O.P.R.T.C.
(9.294 AC.)

E. PFLUGERVILLE
PARKWAY
(R.O.W. VARIES)

MATCH PAGE 5 OF 7



LEGEND

- 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND CAPPED
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH
CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- ℙ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY

SURVEYED BY: PAGE 6 OF 7

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPLS FIRM# 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

TCAD# 0267500106

M:\LJA~15-043~Weiss Lane-Pflugerville\DWG\Parcels\HL Weiss 1-Part 1 Parcel

JO8 NO.: 15-043

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.9425 AC. OR 41,056 SQ. FT. OF LAND OUT OF
THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458,
TRAVIS COUNTY, TEXAS.

RE: TRAVIS COUNTY

SCALE 1" = 50'

E. KIRKLAND
SURVEY NO. 7
ABSTRACT NO. 458

H.L. WEISS, JR.
DOC. 2001065236
O.P.R.T.C.
EXHIBIT "B" (32.290 AC.)

DON LEE WEISS AND
WIFE, GLADYS WEISS
VOL. 5161, PG. 1611
D.R.T.C.
(30.29 AC.)

NEIL E. WEISS AND
WIFE, BARBARA A. WEISS
DOC. 2002167832
O.P.R.T.C.
(1.00 AC.)

H.L. WEISS, JR. AND
WIFE, MERLE A. WEISS
VOL. 9294, PG. 901
R.P.R.T.C.
(1.89 AC.)

PROPOSED R.O.W.
PART 2
0.3054 AC. OR
13,302 SQ. FT.

PROPOSED ROW

N27°27'23"E 215.19'

20' TELEPHONE EASEMENT
VOL. 3706, PG. 469

(S30°12'42"W 259.93')
S27°30'20"W 214.98'

EXISTING ROW

WEISS LANE
(R.O.W. VARIES)

P.O.B.
GRID COORDINATES
N=10,132,432.25
E=3,167,337.62

APPROXIMATE SURVEY LINE

LEGEND

- 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- ⊙ 1/2" IRON ROD FOUND CAPPED
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH
CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (xxx) RECORD INFORMATION
- ℙ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY

NOTES:

1. THE COORDINATE SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (CORS96) DATUM AND WAS ESTABLISHED BY GPS OBSERVATION. THE BEARINGS SHOWN ARE GRID BEARINGS. THE COMBINED GRID TO SURFACE SCALE FACTOR IS 1.00010. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. GF 1618358-KFO.



08/31/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

TCAD# 0267500106

M:\LJA~15-043~Weiss Lane-Pflugerville\DWG\Parcels\HL Weiss 1-Part 2 Parcel

ISSUED: 08/31/16
PAGE 7 OF 7

SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM# 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

JOB NO.: 15-043

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 **H. L. WEISS, JR.** and **MERLE A. WEISS** ("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").

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 PAGES FOLLOWING}

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

GRANTOR:

H. L. Weiss, Jr.

Merle A. Weiss

AGREED AND ACCEPTED:

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

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2016 by H. L. Weiss, Jr. for the purposes therein.

Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2016 by Merle A. Weiss for the purposes therein.

Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2016 by Brandon Wade, City Manager of City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public's Signature

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

md/jg/db