

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

### CONDITIONAL PURCHASE AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, **NORMAN WEISS** and **VIRGINIA WEISS**, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price of **TWENTY NINE THOUSAND, SIX HUNDRED FORTY-THREE AND NO/100 (\$29,643.00) 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 (the "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 9,121 square foot tract of land, situated in the **JOSEPH WIEHL SURVEY NO.8, ABSTRACT NO. 802**, Travis County, Texas and being a portion of that 24.60 acre tract of land described in a Warranty Deed conveyed to Norman Weiss and spouse Virginia Weiss, of record in Document No. 2001019556, Official Public Records, Travis County, Texas; said 9,121 square foot tract of land 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 install a 5-strand barbed wire fence just inside the eastern boundary line of the 9,121 square foot proposed fee simple purchase of right-of-way, as shown on **Exhibit "A"**. The new fence is to be installed prior to removing the existing fence which runs parallel to the current Weiss Lane right-of-way. To ensure continuity of fencing and

that livestock cannot pass through; said new fence shall be properly tied into the existing perpendicular fences which run parallel to both the northern and southern property lines.

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.

*[Signatures appear on the following page]*

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SELLER:**

Norman Weiss  
Norman Weiss

Virginia Weiss  
Virginia Weiss

**PURCHASER:**

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

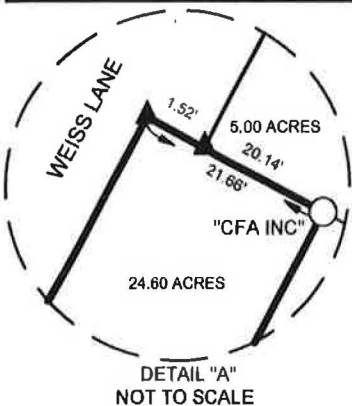
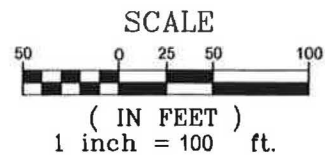
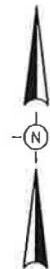
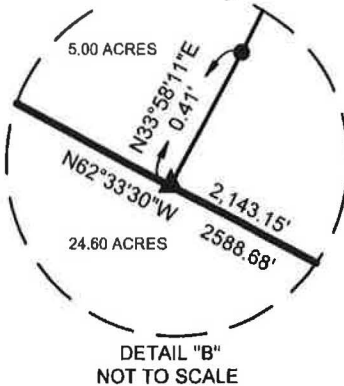
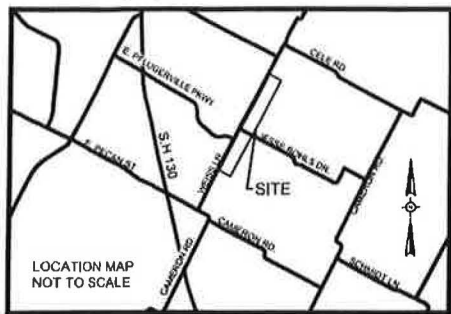
By: \_\_\_\_\_  
Brandon Wade, City Manager

**ATTEST:**

\_\_\_\_\_  
Karen Thompson, City Secretary

**PARCEL ADDRESS:**  
Weiss Lane,  
Pflugerville, Texas 78660

# Exhibit "A"



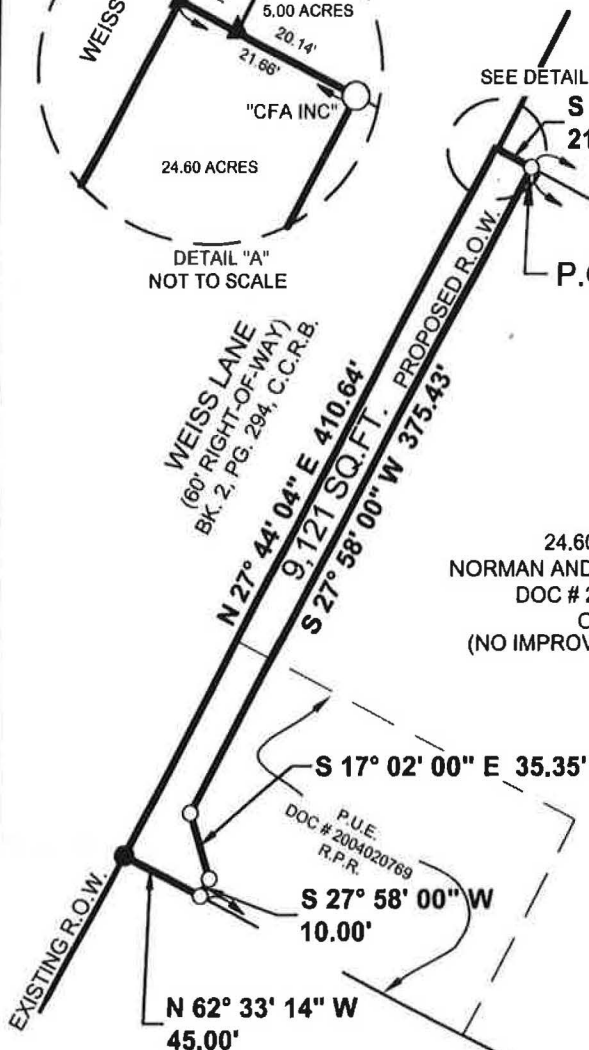
5.00 ACRES  
KEITH WEISS  
VOL.13105, PG. 302  
R.P.R.

10.000 ACRES  
OTTO & SHIRLEY  
WERCHAN  
VOL.12732 PG. 54  
R.P.R.

SEE DETAIL "A"  
S 62° 33' 30" E 21.66'  
N 62° 33' 30" W 445.53'  
P.O.B.  
24.60 ACRES  
NORMAN AND VIRGINIA WEISS  
DOC # 2001019556  
O.P.R.  
(NO IMPROVEMENTS SHOWN)

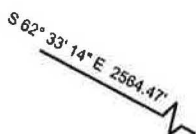


P.O.C.



24.596 ACRES  
CITY OF PFLUGERVILLE  
"CHERRY TRACT"  
DOC # 2003038259, O.P.R.

JOSEPH WIEHL SURVEY NO. 8  
ABSTRACT 802  
TRAVIS COUNTY, TX



## ADDITIONAL MATTERS

1. VOL. 551, PG. 441, D.R.

TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2016-09-26  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A



**CobbFendley**

505 East Huntland Drive, Suite 100  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.7727

Exhibit "A"  
Right-of-Way Dedication  
Description

PAGE 1 OF 2

MAC  
27 SEP 2016

## 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 **NORMAN WEISS** and **VIRGINIA 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 Texas 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 TO FOLLOW}*

EXECUTED effective as of this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

\_\_\_\_\_  
Norman Weiss

\_\_\_\_\_  
Virginia 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 \_\_\_\_\_, 2017 by Norman Weiss

\_\_\_\_\_  
Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS       §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Virginia Weiss

\_\_\_\_\_  
Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS       §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Brandon Wade, City Manager of City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

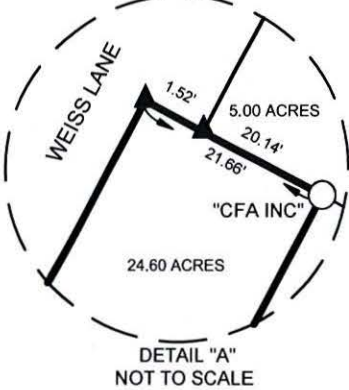
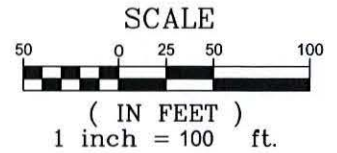
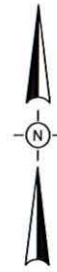
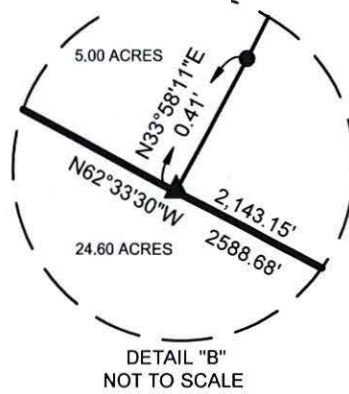
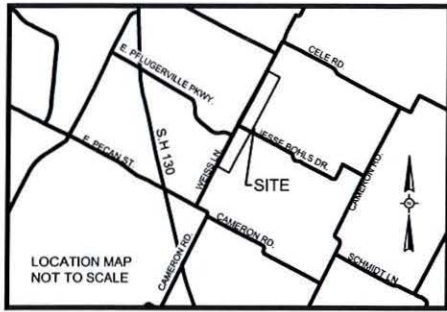
\_\_\_\_\_  
Notary Public's Signature

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

jk/ns/db



# Exhibit "A"



5.00 ACRES  
KEITH WEISS  
VOL. 13105, PG. 302  
R.P.R.

10.000 ACRES  
OTTO & SHIRLEY  
WERCHAN  
VOL. 12732 PG. 54  
R.P.R.

24.60 ACRES  
NORMAN AND VIRGINIA WEISS  
DOC # 2001019556  
O.P.R.  
(NO IMPROVEMENTS SHOWN)

JOSEPH WIEHL SURVEY NO. 8  
ABSTRACT 802  
TRAVIS COUNTY, TX

## ADDITIONAL MATTERS

1. VOL. 551, PG. 441, D.R.

TBPLS FIRM REG 10046701

Exhibit "A"  
Right-of-Way Dedication  
Description

PAGE 1 OF 2

MAC  
275-47-2016

PROJECT: WEISS LN WTR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2016-09-26  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A



**CobbFendley**

505 East Huntland Drive, Suite 100  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.7727

**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 1.00010. (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 AUGUST 1, 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 JULY, 2015, TO AUGUST, 2016, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

*Miguel A. Escobar*  
27 Sept 2016

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
- C.C.R.B. - COMMISSIONER'S COURT ROAD BOOK, TRAVIS COUNTY, TEXAS
- R.P.R. - REAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.U.E. - PUBLIC UTILITY EASEMENT
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- - 1/2" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD WITH CAP STAMPED "CF INC", SET EXCEPT AS NOTED
- ▲ - CALCULATED POINT

TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2016-09-26  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A



**CobbFendley**

505 East Huntland Drive, Suite 100  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.7727

Exhibit " A "  
Right-of-Way Dedication  
Description

PAGE 2 OF 2



Exhibit " \_\_\_\_\_"  
Page 1 of 2  
September 26, 2016

9,121 Sq. Ft. Right-of-Way Dedication  
Joseph Wiehl Survey No. 8  
Abstract -802  
Travis County, Texas

### DESCRIPTION

DESCRIPTION OF A 9,121 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOSEPH WIEHL SURVEY NO. 8, ABSTRACT 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 24.60 ACRE TRACT DESCRIBED IN A WARRANTY DEED CONVEYED TO NORMAN WEISS AND SPOUSE VIRGINA WIESS, OF RECORD IN DOCUMENT NUMBER 2001019556, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 9,121 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found for the northeast corner of said 24.60 acre Weiss Tract, same point being the southeast corner of that certain 10.000 acre tract of land conveyed to Otto and Shirley Werchan, of record in Volume 12732, Page 54, Real Property Records of Travis County, Texas;

**THENCE**, North 62°33'30" West, with the common boundary line of said 24.60 acre Weiss and 10.000 acre Werchan Tract, at a distance of 2,143.15 feet pass a calculated point for the southeast corner of that certain 5.00 acre tract of land conveyed to Keith Weiss, of record in Volume 13105, Page 302, of the Real Property Records of Travis County, Texas, from which a 1/2 inch iron rod found bears North 33°58'11" East, a distance of 0.41 feet, continuing with the common boundary line of said 24.60 acre Weiss Tract and said 5.00 acre Weiss Tract, in all a total distance of 2,588.68 feet to a 1/2 inch iron rod with cap stamped "CFA INC" set at its intersection with the proposed east right-of-way line of Weiss Lane, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, with said proposed east right-of-way line of Weiss Lane, over and across said 24.60 acre Weiss Tract, the following three (3) courses:

1. South 27°58'00" West, a distance of 375.43 feet, to a 1/2 inch iron rod with cap stamped "CF INC" set for a corner of the herein described tract;
2. South 17°02'00" East, a distance of 35.35 feet, to a 1/2 inch iron rod with cap stamped "CF INC" set for a corner of the herein described tract;
3. South 27°58'00" West, a distance of 10.00 feet, to a 1/2 inch iron rod with cap stamped "CF INC" set on the north boundary line of that certain 24.596 acre tract of land conveyed to the City of Pflugerville described as "Cherry Tract", of record in Document No. 2003038259, of the Official Public Records of Travis, County, Texas, same being the south line of said 24.60 acre Weiss Tract, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said 24.60 acre Weiss Tract and the northeast corner of said City of Pflugerville Tract bears South 62°33'14" East, with the common boundary line of said 24.60 acre Weiss Tract and said City of Pflugerville Tract, with the common boundary line of said 24.60 acre Weiss Tract and said City of Pflugerville Tract, a distance of 2,564.47 feet;

**THENCE**, North 62°33'14" West, leaving said proposed east right-of-way of Weiss Lane, with said common boundary line of the 24.60 acre Weiss Tract and the City of Pflugerville Tract, a distance of 45.00 feet to a 1/2 inch iron rod found on the existing east right-of-way line of Weiss Lane, a 60 foot wide roadway, as

*mdf*  
*27 Sept 2016*

Exhibit " \_\_\_\_\_"  
Page 2 of 2  
September 26, 2016

9,121 Sq. Ft. Right-of-Way Dedication  
Joseph Wiehl Survey No. 8  
Abstract -802  
Travis County, Texas

dedicated in Book 2, Page 294, of the Commissioner's Court Road Book, Travis County, Texas, for the the southwest corner of said 24.60 acre Weiss Tract, same point being the northeast corner of said City of Pflugerville Tract, and for the southwest corner of the herein described tract;

**THENCE**, North 27°44'04" East, with said existing east right-of-way line of Weiss Lane, same line being the west boundary line of said Weiss Tract, a distance of 410.64 feet to a calculated point at the northwest corner of said 24.60 acre Weiss Tract, for the northwest corner of the herein described tract;

**THENCE**, South 62°33'30" East, with said north boundary line of the 24.60 acre Weiss Tract, at 1.52 feet pass a calculated point for the southwest corner of said 5.00 acre Weiss Tract, and continuing with the common line of said 24.60 acre Weiss Tract and said 5.00 acre Weiss Tract, in all a total distance of 21.66 feet to the **POINT OF BEGINNING** and containing 9,121 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 1.00010. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground from July, 2015, to August, 2016, under my supervision.

COBB, FENDLEY & ASSOCIATES

  
Miguel A. Escobar, LSLS, RPLS  
Texas Registration No. 5630  
*27 Sept 2016*



G:\Survey\\_PROJECTS\2015\1512-028-01-Weiss Ln\Data\Metes&Bounds\1512-028-01-row-weiss(24.6).docx