

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, SIVARAMAKRISHNAN VENKATRAMAN AND DURGA SETHURAMAN, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price of **FORTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100 (\$44,500.00) 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 approximately 0.87 acres [Estimated acreage – to be determined upon completion of updated survey for property generally depicted on **Exhibit "A-2"**], more or less, out of the WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 in Travis County, Texas and being out of that Tract Described as 1.893 Acres (Tract II) in a Deed to Sivaramakrishnan Venkatraman and Durga Sethuraman, of record in Document No. 2013093529, Official Public Records, Travis County, Texas, as more particularly described by metes and bounds on [metes and bounds exhibit] 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 AND SELLER** acknowledge and agree to the following:

(1) **SELLER**, and **SELLER'S** heirs, successors and assigns shall reserve from conveyance a ten (10') utility easement for all utilities together with right of access generally located along the

northern border of the conveyed tract, which is more specifically described in **Exhibit "B,"** attached hereto and incorporated herein for all purposes; said reservation shall be a non-exclusive easement and Grantee shall retain rights to occupy said easement, but only to the extent that such occupation does not materially interfere with Grantor's use of the easement; and, finally, said easement shall be deemed abandoned and revert to the Grantee if not occupied for Grantor's purposes within ten (10) years of the effective date of said reservation or if abandoned for a period of two (2) successive years thereafter;

(2) **SELLER**, and **SELLER's** heirs, successors and assigns shall reserve a temporary access easement over the described property in Exhibit A until such time as an adjoining public roadway, currently referred to as Pleasanton Lane, is open for public access to Weiss Lane, at which time the temporary access easement shall terminate and be of no further effect or encumbrance;

(3) **PURCHASER**, agrees to authorize the **SELLER**, and their heirs, assigns, and successors, reasonable access to City-owned water and sanitary sewer facilities, in accordance with applicable local, state and federal laws, including without limitation, the applicable City of Pflugerville development requirements (permitting, payment of applicable fees, inspection and release for construction) in perpetuity.

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 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 29 day of MARCH, 2017.

SELLER:



Sivaramakrishnan Venkatraman



Durga Sethuraman

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:

16817 Weiss Lane

Pflugerville, Texas 78660

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 **SIVARAMAKRISHNAN VENKATRAMAN** and **DURGA SETHURAMAN** ("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.

Grantor hereby expressly reserves and retains the following easements over, under and across the Property in favor and on behalf of Grantor, its heirs, successors and assigns (collectively, the "Beneficiaries") and excepts from the conveyance to Grantee herein (collectively, the "Easements"): (i) one (1) non-exclusive ten foot (10') private utility easement over, under and across the Property together with right of access generally located along the northern border of the conveyed tract, which is more specifically described in **Exhibit "B"**, attached hereto and incorporated herein by reference, for purposes of construction, installation, operation, repair, inspection, maintenance, relocation, removal, upgrade, and replacement of utilities and related facilities and appurtenances for the extension of all utilities and making connections thereto; said reservation shall be a non-exclusive easement and Grantee shall retain

rights to occupy said easement, but only to the extent that such occupation does not materially interfere with Grantor's use of the easement; and, finally, said easement shall be deemed abandoned and automatically revert to the Grantee if not occupied for Grantor's purposes within ten (10) years of the effective date of this reservation or if abandoned for a period of two (2) successive years thereafter; and (ii) one (1) temporary, non-exclusive access easement over, under and across the Property for purposes of ingress and egress to Grantor's adjacent property until such time as an adjoining public roadway, currently referred to as Pleasanton Lane, is open for public access to Weiss Lane, at which time this temporary access easement shall automatically terminate and be of no further effect or encumbrance. Grantee agrees to execute and deliver such documents as may from time to time be requested by any of the Beneficiaries to join in and/or ratify the Easements.

Signature page to follow

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

GRANTOR:

Sivaramakrishnan Venkatraman

Durga Sethuraman

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____ day of _____ 2017,
by Sivaramakrishnan Venkatraman 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 Durga Sethuraman for the purposes stated herein.

Notary Public's Signature

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

To be inserted following completion of updated survey.

