

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **TONY FRIESEN AND DENA FRIESEN, Husband and Wife**, hereinafter referred to as “**SELLER**”, for and in consideration of the agreed purchase price of **THIRTY SIX THOUSAND, EIGHT HUNDRED SEVENTY-THREE AND NO/100 (\$36,873.00) 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 7,133 square foot tract of land, situated in the JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73, Travis County, Texas and being a portion of that certain 2.00 acre tract of land described in a Warranty Deed with Vendors Lien conveyed to Tony Friesen and Dena Friesen, Husband and Wife of Record in Document No. 2000087383, Official Public Records, Travis County, Texas; said 7,133 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: Concrete driveway installed by Purchaser’s contractors to be at least 35’ deep from the curb line. Seller to grant Purchaser and Purchaser’s contractors written temporary access and permission to be on Seller’s property to install driveway.

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.

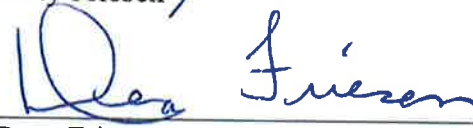
The **SELLER** represents to the **PURCHASER** that there are no water wells, or other wells, or underground storage tanks on the property, capped or uncapped, registered or unregistered. This provision shall survive closing.

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 _____, 2017.

SELLER:



Tony Friesen


Dena Friesen

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

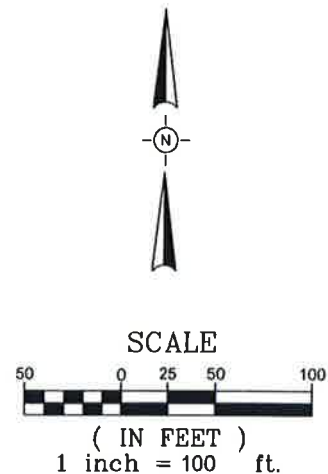
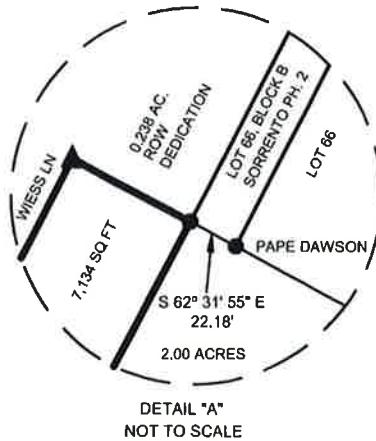
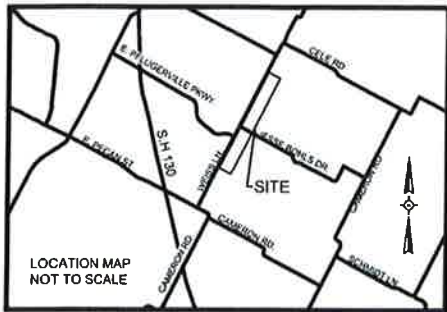
By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

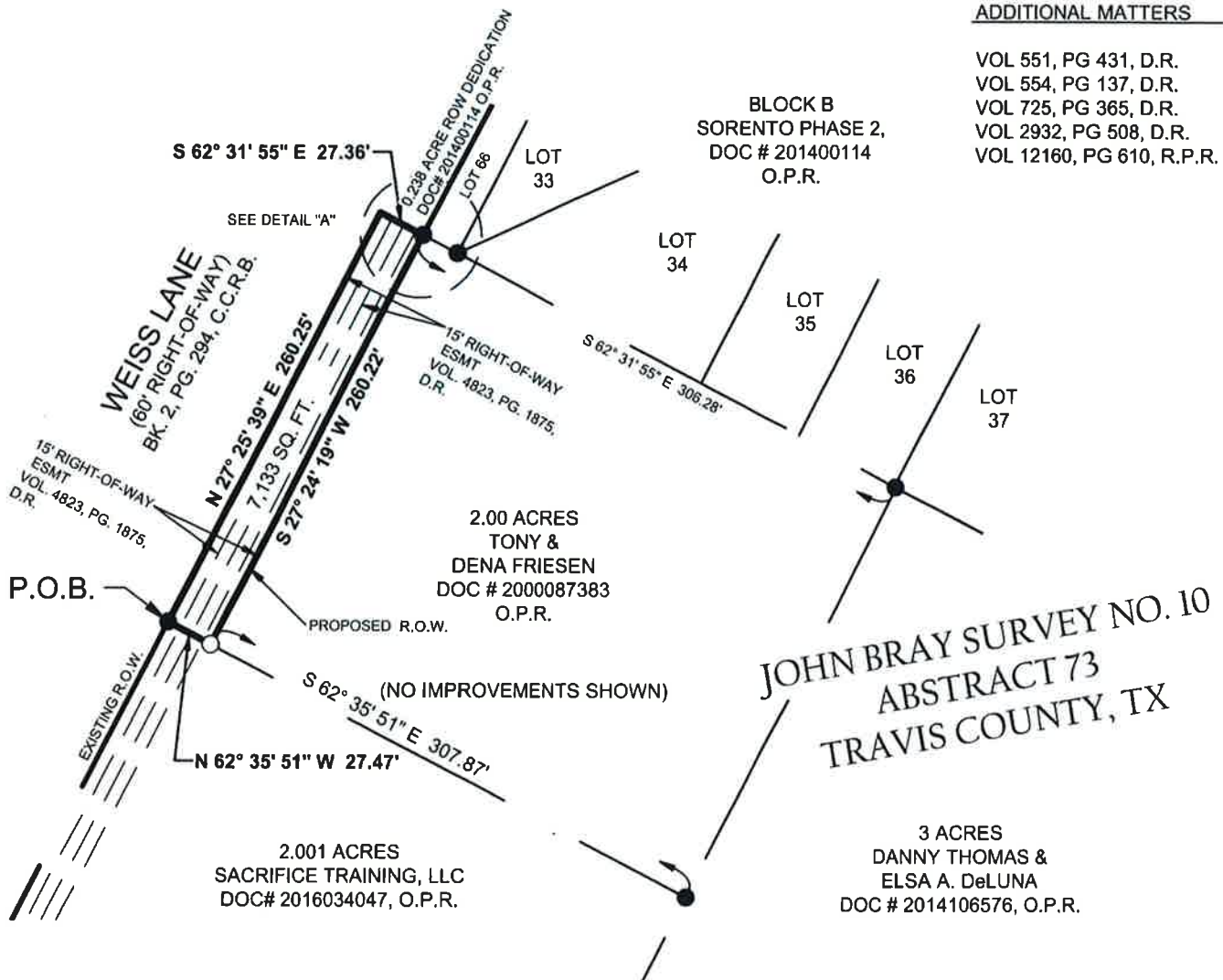
PARCEL ADDRESS:
18315 Weiss Lane,
Pflugerville, Texas 78660

Exhibit "A"



ADDITIONAL MATTERS

VOL 551, PG 431, D.R.
VOL 554, PG 137, D.R.
VOL 725, PG 365, D.R.
VOL 2932, PG 508, D.R.
VOL 12160, PG 610, R.P.R.



TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS
JOB NUMBER: 1512-028-01
DATE: 2016-09-14
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

Handwritten signature and date: M.A. ESCOBAR 10/5/2016

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, 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 "CFA INC", SET EXCEPT AS NOTED
- ESMT - EASEMENT
- ▲ - CALCULATED POINT

TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS
JOB NUMBER: 1512-028-01
DATE: 2016-09-14
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A



CobbFendley

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Exhibit "A"
Right-of-Way Dedication
Description

PAGE 2 OF 2

Exhibit " _____ "
Page 1 of 2
September 16, 2016

7,133 Sq. Ft. Right-of-Way Dedication
John Bray Survey No. 10
Abstract -73
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 7,133 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOHN BRAY SURVEY NO. 10, ABSTRACT 73, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.00 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN CONVEYED TO TONY FRIESEN AND DENA FRIESEN, HUSBAND AND WIFE, OF RECORD IN DOCUMENT NO. 2000087383, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the existing east right-of-way line of that certain 60 foot roadway known as Weiss Lane as dedicated in Book 2, Page 294 of the Commissioner's Court Road Book, Travis County, Texas, for the northwest corner of that certain 2.001 acre tract of land conveyed to Sacrifice Training, LLC, of record in Document No. 2016034047, of the Official Public Records of Travis County, Texas, same being the southwest corner of said Friesen Tract, and the herein described tract;

THENCE, North 27°25'39" East, with the existing east right-of-way line of said Weiss Lane, same being the west boundary line of said Friesen Tract, a distance of 260.25 feet to a calculated point at its intersection with the south line of that certain 0.238 acre right-of-way dedication, of record in Document No. 201400114, of the Official Public Records of Travis County, Texas, for the southwest corner of said 0.238 acre right-of-way dedication, same point being the northwest corner of said Friesen Tract, and for the northwest corner of the herein described tract of land;

THENCE, South 62°31'55" East, with the north boundary line of said Friesen Tract, same being the south boundary line of said 0.238 acre right-of-way dedication tract, a distance of 27.36 feet to a 1/2 inch iron rod found for the southeast corner of said 0.238 acre right-of-way dedication tract, same point being the southwest corner of Lot 66, Block B, Sorento Phase 2, a map of which is recorded in Document No. 201400114, of the Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract, from which point the northeast corner of said Friesen Tract bears South 62°32'55" East, with said north line of the Friesen Tract, a distance of 306.28 feet;

THENCE, South 27°24'19" West, with said proposed east right-of-way of Weiss Lane, across said Friesen Tract, a distance of 260.22 feet to a 1/2 inch iron rod with plastic cap stamped "CFA INC" set in the north boundary line of said Sacrifice Training Tract, same line being the south boundary line of said Friesen Tract, for the southeast corner of the herein described tract, from which a 1/2 inch iron rod found in the west line of that certain 3 acre tract of land conveyed to Danny Thomas and Elsa A. DeLuna, of record in Document No. 2014106576, of the Official Public Records of Travis County, Texas, for the northeast corner of said Sacrifice Training Tract, same being the southeast corner of said Friesen Tract, bears South 62°35'51" East a distance of 308.87 feet;

MAC
16 SEP 2016

Exhibit "_____"
Page 2 of 2
September 16, 2016

7,133 Sq. Ft. Right-of-Way Dedication
John Bray Survey No. 10
Abstract -73
Travis County, Texas

THENCE, North 62°35'51" West, leaving said proposed east right-of-way of Weiss Lane, with the common line of said Freisen Tract and said Sacrifice Training Tract, a distance of 27.47 feet, to the **POINT OF BEGINNING** and containing 7,133 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
16 Sept 2016



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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 **TONY FRIESEN AND DENA FRIESEN, Husband and Wife** ("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:

By: _____
Tony Friesen

By: _____
Dena Friesen

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 Tony Friesen.

Notary Public's Signature

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2017 by Dena Friesen.

Notary Public's Signature

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