

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **MORRIS D. CALLAWAY** and **SHARON K. CALLAWAY**, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price of **TWENTY SEVEN THOUSAND FOUR HUNDRED SEVEN AND 95/100 (\$27,407.95) 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 a 0.193 acre tract located in the **HENRY BLESSING SURVEY, ABSTRACT 99**, and being out of a called 5.00 acre tract described in a deed to Morris D. Callaway and wife Sharon K. Callaway recorded in Volume 5684, Page 1258 of the named records of Travis County, Texas. Said 0.193 acre tract being more particularly shown on the attached survey exhibit drawing and further described by metes and bounds as follows: 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: NONE

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 the Special Warranty Deed and funding of the conveyance.

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:


Morris D. Callaway


Sharon K. Callaway

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

PARCEL ADDRESS:
Pfennig Lane
Pflugerville, Texas 78660

ns/jg/db



600 Austin Ave., Suite 20
Waco, Texas 76701

**0.193 ACRE RIGHT-OF-WAY TRACT
LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.193 ACRE TRACT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, AND BEING OUT OF A CALLED 5.00 ACRE TRACT DESCRIBED IN A DEED TO MORRIS D. CALLAWAY AND WIFE, SHARON K. CALLAWAY RECORDED IN VOLUME 5684, PAGE 1258 OF THE NAMED RECORDS OF TRAVIS COUNTY, TEXAS (N.R.T.C.T.). SAID 0.193 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED SURVEY EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF PFENNIG LANE (60' WIDE RIGHT-OF-WAY) MARKING THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN A DEED TO GUY G. MATHEWS RECORDED IN VOLUME 5684, PAGE 1254 OF THE N.R.T.C.T., SAME BEING THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THE 5.00 ACRE TRACT BEARS S 27°31'19" W – 1045.37';

THENCE ALONG THE COMMON LINE OF SAID PFENNIG LANE AND SAID 5.00 ACRE TRACT, **250.93' WITH THE ARC** OF A CURVE TO THE RIGHT HAVING A RADIUS OF 380.28', A CENTRAL ANGLE OF 37°48'27" AND A CHORD WHICH BEARS S 36°21'55" E – 246.41' TO A 1/2" IRON ROD FOUND MARKING THE END OF SAID CURVE AT THE NORTHWEST CORNER OF A CALLED 2.895 ACRE TRACT DESCRIBED IN A DEED TO ANTHONY DOBIAS AND WIFE, LORIE DOBIAS RECORDED IN VOLUME 12258, PAGE 62 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF THE 5.00 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT FROM WHICH A 1/2" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF PFENNIG LANE BEARS S 18°56'45" E – 24.49', AND A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE 5.00 ACRE TRACT BEARS S 28°09'08" W – 936.08';

THENCE S 28°09'08" W – 28.58' WITH THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID 2.895 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CROSSING THE INTERIOR OF SAID 5.00 ACRE TRACT THE FOLLOWING TWO (2) CALLS:

- 1) **N 31°05'48" W – 85.57'** TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT,
- 2) **160.14' WITH THE ARC** OF SAID CURVE HAVING A RADIUS OF 485.00', A CENTRAL ANGLE OF 18°55'07" AND A CHORD WHICH BEARS N 40°33'21" W – 159.42' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE COMMON LINE OF SAID 10.00 ACRE TRACT AND SAID 5.00 ACRE TRACT;

THENCE N 27°31'19" E – 32.95' WITH SAID COMMON LINE RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.193 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY EXHIBIT DRAWING MADE BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: JUNE, 2016
RELEASED: JULY 12, 2016

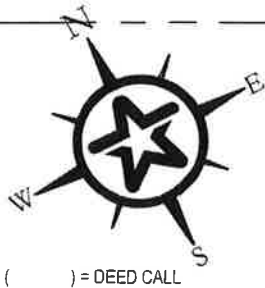
Dana B. Spigener
DANA B. SPIGENER, R.L.S. 4809



PROJ NO. 1-02715
PLAT NO. A1-1065
FIELD NOTE NO. 07
MAP CHECKED 06-27-16 DBS

www.WalkerPartners.com

**FIELD NOTE
POINT OF BEGINNING**



() = DEED CALL

○ = 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET

N.R.T.C.T. = NAMED RECORDS OF TRAVIS COUNTY, TEXAS

T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT

O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

P.R.T.C.T. = PLAT RECORDS OF TRAVIS COUNTY, TEXAS

GUY G. MATHEWS
CALLED 10.00 ACRES
VOLUME 5684, PAGE 1254
N.R.T.C.T.



Dana B. Spigener

SURVEYOR'S NOTES:

SURVEY DATE: JUNE, 2016
RELEASE DATE: JULY 12, 2016

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

0.193 ACRE RIGHT-OF-WAY TRACT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

EXHIBIT SHOWING

0.193 ACRE RIGHT-OF-WAY TRACT

**IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING A PORTION
OF A CALLED 5.00 ACRE TRACT DESCRIBED IN A DEED TO MORRIS D. CALLAWAY AND WIFE, SHARON K. CALLAWAY,
RECORDED IN VOLUME 5684, PAGE 1258 OF THE NAMED RECORDS OF TRAVIS COUNTY, TEXAS**

© COPYRIGHT ALL RIGHTS RESERVED

TERRELL TIMMERMAN
REMAINDER OF
CALLED 136.450 ACRES
T.C.C.D. 1999104396, O.P.R.T.C.T.

$D = 37^{\circ}48'27''$
 $R = 380.28'$
 $A = 250.93'$ (250.73)
 $CHD = 246.41'$ (246.21)
 $S 36^{\circ}21'55'' E$ ($S 33^{\circ}55'00'' E$)

**PROPOSED
0.193 ACRE
RIGHT-OF-WAY
TRACT**

LOT 1
BLOCK A

PFENNIG LANE/FM 685
COMMERCIAL SUBDIVISION
DOC. #200600124
P.R.T.C.T.

**PFENNIG LANE
(60' R-O-W)**

**MORRIS D. CALLAWAY
AND WIFE, SHARON K. CALLAWAY
CALLED 5.00 ACRES
VOLUME 5684, PAGE 1258
N.R.T.C.T.**

ANTHONY DOBIAS
AND WIFE, LORIE DOBIAS
CALLED 2.895 ACRES
VOLUME 12258, PAGE 62
R.P.R.T.C.T.

LAYLA MUNK
CALLED 1.939 ACRES
T.C.C.D. 2015036666
O.P.R.T.C.T.

**HENRY BLESSING SURVEY
ABSTRACT 99
TRAVIS COUNTY, TEXAS**

($S 30^{\circ}03'00'' W - 1045.62'$)
($S 27^{\circ}31'19'' W - 1045.37'$)

($S 28^{\circ}09'08'' W - 936.08'$)
($S 30^{\circ}41'00'' W - 936.90'$)

1/2" IRON ROD
FOUND

1/2" IRON ROD
FOUND

0 50 100 200

GRAPHIC SCALE IN FEET

REVISIONS



600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500

PLAT NO. A1-1065 DRAFT DATE 3-30-16 FB/PG 353/1
PROJ. NO. 1-02715 TAB NO. NA FIELD NOTE NO. 07
DWG. NAME 1-02715ROW CALLAWAY DRAWN BY DBS

G:\PROJECTS\1-02715\DWG\1-02715ROW CALLAWAY.DWG, 8.5X11, 7/12/2016 1:46:12 PM, dspigener, 1:1

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 **MORRIS D. CALLAWAY** and **SHARON K. CALLAWAY** ("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").

Grantor and Grantee agree that the property described in Exhibit "A" is being conveyed to the City of Pflugerville under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

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 to follow

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

GRANTOR:

Morris D. Callaway

Sharon K. Callaway

Acknowledgement

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____ day of _____, 2017,
by Morris D. Callaway 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 Sharon K. Callaway 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