

**PURCHASE AGREEMENT  
DESSAU INVESTMENTS, INC. (SELLER)**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality ("Buyer"), and **DESSAU INVESTMENTS, INC.** ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

**INTRODUCTION**

A. Seller is the current owner of a +/-2.0-acre parcel of land situated in the Alexander Walters Survey, Abstract No. 791, in Travis County, Texas.

B. Buyer requires acquisition of one tract as described in **Exhibit "A"** (+/-0.0369-acre Right of Way) hereafter collectively referred to as the "Property".

C. Seller is willing to convey and Buyer to purchase the Property for the appraised value of \$51,479.00.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

**I.**

*Purchase and Sale Agreement.* For the Purchase Price, Seller agrees to sell and convey Property to Buyer, and Buyer agrees to buy and pay Seller for the Property as described in **Exhibit "A"**, as part of the Immanuel Road Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement are conditional on City Council of Pflugerville's approval and acceptance of the Purchase Agreement. In the event the City Council does not approve the acceptance of the Purchase Agreement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

**II.**

*The Purchase Price.* FIFTY-ONE THOUSAND FOUR HUNDRED SEVENTY-NINE AND 00/100 (\$51,479.00) to be paid at closing.

**III.**

*The Property.* More or less one tract as described in **Exhibit "A"** (+/-0.0369-acre Right of Way) out of a +/-2.0-acre parcel of land situated in the Alexander Walters Survey, Abstract No. 791, in Travis County, Texas, attached hereto and incorporated by reference for all purposes.

#### IV.

*Easement Instrument(s)*. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit "B")**, attached hereto and incorporated by reference for all purposes.

#### V.

##### *Miscellaneous.*

- A. Closing Date.* The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Purchase Agreement.
- B. Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Pflugerville  
Attn: Sereniah Breland, City Manager  
100 East Main Street  
Pflugerville, Texas 78660

Seller: Dessau Investments, Inc.  
P.O. Box 1525  
Pflugerville, Texas 78691-1525

*Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- C. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue

will be in a court of appropriate jurisdiction in Travis County, Texas.

- D. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- E. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- F. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.
- G. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- H. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- I. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

EXECUTED this the 22 day of SEPTEMBER 2024.

**SELLER:**

**DESSAU INVESTMENTS, INC.**

By: *dwain selman*  
dwain selman (Sep 21, 2024 17:12 CDT)

Name: Charles D Selman

Title: OWNER

**PURCHASER:**

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

By: \_\_\_\_\_  
Sereniah Breland, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Trista Evans, City Secretary



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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                    §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS                   §

That **DESSAU INVESTMENTS, INC.**, of the County of Travis, Texas, whose address is P.O. BOX 1525, Pflugerville, TX 78691-1525 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to 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, the property depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

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 as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

*Signature page to follow.*

EXECUTED AND EFFECTIVE as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

**GRANTOR:**

**DESSAU INVESTMENTS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_ of **DESSAU INVESTMENTS, INC.**, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public Signature

**GRANTEE:**

**AGREED AND ACCEPTED:**

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

By: \_\_\_\_\_  
Sereniah Breland, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Trista Evens, City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-  
rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

**AFTER RECORDING, RETURN TO:**

Mrs. Norma Martinez, MBA  
Real Estate Manager  
City of Pflugerville  
15500 Sun Light Near Way  
Pflugerville, Texas 78691

### DESCRIPTION

DESCRIPTION OF A 0.0369 ACRE (1608 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY, ABSTRACT NO. 791, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 2.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO DESSAU INVESTMENTS, INC. BY INSTRUMENT RECORDED IN VOLUME 11532, PAGE 1467 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.0369 ACRE (1608 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND FROM SEPTEMBER, 2021, THROUGH JUNE, 2022, AND DECEMBER, 2022, THROUGH JULY, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, RPLS, LSLs, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found in the existing east right of way line of Immanuel Road, a variable width right of way, no dedication found to date, for the northwest corner of said 2.00 acre tract of land, the southwest corner of Lot 1, Block C, of GATLINBURG SECTION FIVE, a subdivision recorded in Volume 83, Page 152C, Plat Records of Travis County, Texas, for the north corner (Grid Coordinates determined as N=10,129,140.38, E=3,152,871.89) and **POINT OF BEGINNING** of the herein described tract; from which point, a 1/2-inch iron rod with a plastic cap stamped "CM&N Survey 4453" found for the westernmost northwest corner of said Lot 1 bears North 27°47'28" East, with said existing east right of way line of Immanuel Road, a distance of 164.89 feet, and from said POINT OF BEGINNING, a 1/2-inch iron rod found for the northeast corner of said 2.00 acre tract bears South 62°20'14" East, with the north boundary line of said 2.00 acre tract a distance of 415.07 feet, and from said POINT OF BEGINNING, a 1/2-inch iron rod with cap stamped "CM&N Survey 4453" found bears South 20°35'45" West, a distance of 5.11 feet;

**THENCE, South 22°52'20" West**, over and across said 2.00 acre tract of land, with the proposed east right of way line of Immanuel Road, a distance of **210.73 feet**, to a calculated point in the south boundary line of said 2.00 acre tract, same line being the north boundary line of the called Remainder of 223.3400 acre tract of land, described in a Special Warranty Deed to to Dwain and Jan Selman of record in Document Number 2020209946, Official Public Records of Travis County, Texas, for the southeast corner of the herein described tract;

**THENCE, North 62°20'15" West**, with the south boundary line of said 2.00 acre tract, and the north boundary line of said Remainder of 223.3400 acre tract, a distance of **15.31 feet**, to a calculated point in said existing east right of way line of Immanuel Road, for the southwest corner of said 2.00 acre tract, the northwest corner of said Remainder of 223.3400 acre tract, and for the southwest corner of the herein described tract, from which point, a 1/2-inch iron rod with

Page 2 of 4  
Proj. No. RTG-001  
February 17, 2023  
Revised: October 12, 2023

**Parcel 1**  
0.0369 Acres (1608 Square Feet)  
Alexander Walters Survey, Abstract 791  
Travis County, Texas

plastic cap stamped, "KHA", found for a corner of said Remainder of 223.3400 acre tract bears South 27°02'17" West, with said existing east right of way line of Immanuel Road, a distance of 205.14 feet;

**THENCE, North 27°02'17" East**, with said existing east right of way line of Immanuel Road, and the west boundary line of said 2.00 acre tract, a distance of **210.00 feet** to the **POINT OF BEGINNING**, and containing 0.0369 acres (1608 square feet), more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, (NAD 83(2011)). All distances are surface values represented in US Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.999910010.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of from September, 2021, through June, 2022, and December, 2022, through July, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 3<sup>rd</sup> of October, 2023, A.D.

INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.  
Texas Reg. No. 5630  
1504 Chisholm Trail Rd #103  
Round Rock, TX 78681  
TBPELS Firm No. 10059100



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EXHIBIT "A"  
 PLAT TO ACCOMPANY DESCRIPTION

CAMBRIDGE ESTATES  
 SECTION THREE  
 (200300054)  
 O.P.R.

LOT 17  
 COURTNEY  
 KALEAN R & SAMANTHA  
 (2017050103)  
 O.P.R.

LOT 18  
 TRAN UYEN & NAM  
 HOANG NGUYEN  
 (2021264116)  
 O.P.R.

LOT 19  
 ALVAREZ EVA  
 (2018059356)  
 O.P.R.

LOT 20  
 KEMP MATTHEW  
 (2018002348)  
 O.P.R.

BLOCK "N"



"KHA"

S 27'02"17" W 205.14'

EXISTING R.O.W.

N 27'02"17" E 210.00'

PROPOSED R.O.W.  
 S 22'52"20" W 210.73'

REMAINDER OF 223.3400 AC  
 DWAIN AND JAN SELMAN  
 DOC. NO. 2020209946  
 O.P.R.T.C.T.

CALLED 2.00 AC.  
 DESSAU INVESTMENTS, INC.  
 VOL. 11532, PG. 1467  
 O.P.R.

1608 SQ. FT  
 0.0369 AC



GRID N: 10129140.38  
 GRID E: 3152871.89

POB

S 62'20"14" E 415.07'

EXISTING R.O.W.

N 27'47"28" E 164.89'

LOT 1

GATLINBURG  
 SECTION FIVE  
 VOL. 83, PG. 152C  
 P.R.T.C.T.

25' BULDOZING LINE

"CM&N SURVEY  
 4453"

PIGEON FORGE ROAD  
 (50' R.O.W.)  
 (VOL. 83, PG. 152C, P.R.T.C.T.)

LINE	BEARING	DISTANCE
L1	N 62'20"15" W	15.31'

ACCESS & UTILITY EASEMENT  
 DOC. NO. 2011013636 O.P.R.T.C.T.  
 DOC. NO. 2000046737 O.P.R.T.C.T.  
 DOC. NO. 2011013638 O.P.R.T.C.T.  
 DOC. NO. 2011013637 O.P.R.T.C.T.

PROJECT NO.: RTG-001

PARCEL PLAT SHOWING PROPERTY OF

DESSAU INVESTMENTS, INC

10/02/2023

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD, STE. 103  
 ROUND ROCK, TX, 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

SCALE  
 1" = 50'

TRAVIS COUNTY

PROJECT  
 IMMANUEL RD.

PARCEL 1  
 0.0369 AC.  
 1,608 SQ. FT.  
 PAGE 3 OF 4



**EXHIBIT "A"**  
**PLAT TO ACCOMPANY DESCRIPTION**

**NOTES:**

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. CENTRAL ZONE (NAD\_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.999910010.
2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER GF NO. 232101-KFO, EFFECTIVE JUNE 6, 2023, ISSUED JUNE 16, 2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT 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.
3. 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.
4. 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.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION FROM SEPTEMBER, 2021 THROUGH JUNE, 2022, AND DECEMBER, 2022, THROUGH JULY, 2023.

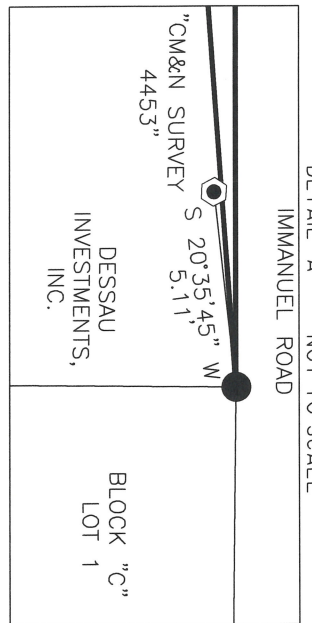
*Miguel Angel Escobar*  
10/03/2023

MIGUEL A. ESCOBAR  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681  
PROJECT NO.: RTG-001



1. TITLE RESOURCES GUARANTY COMPANY  
GF NO. 232101-KFO  
SCHEDULE B:
1. DELETED.
- 10a. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED: DOCUMENT NO. 2000046737, AS FURTHER AFFECTED IN DOCUMENT NO. 2011013637, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
- 10b. TYPE: RIGHT OF WAY EASEMENT AGREEMENT  
ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.  
ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.
- 10c. NOT A SURVEY MATTER.
- 10d. RIGHTS OF PARTIES IN POSSESSION.
- 10e. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.
- 10f. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- 10g. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

LEGEND	
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.I.C.T.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.I.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
●	1/2" IRON ROD FOUND
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND
⊗	5/8" IRON ROD SET WITH PLASTIC CAP "INLAND GEO"



PARCEL PLAT SHOWING PROPERTY OF

**DESSAU INVESTMENTS, INC**

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
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PROJECT  
IMMANUEL RD.

PARCEL 1  
0.0369 AC.  
1,608 SQ. FT.  
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10/02/2023