

**SETTLEMENT AND PURCHASE AGREEMENT**  
**ACER EQUITIES I, LLC, a Texas limited liability company**

This Settlement and Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("Buyer"), and **ACER EQUITIES I, LLC, a Texas limited liability company**, ("Seller"), hereafter each a "Party" and 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 thereof:
  - a. a 3.482-acre parcel of land, being a part of the Alexander Walters Survey No. 67, Abstract No. 791, City of Pflugerville, Travis County, Texas, hereafter referred to as the "Parcel 2"
- B. Buyer requires acquisition of the following real property for purposes of its 18-Inch Gilleland Wastewater Interceptor Project:
  - a. all of Parcel 2
- C. Buyer previously delivered an initial offer letter and final offer letter to Seller to acquire a Wastewater Easement and a Temporary Construction Easement across the subject property by condemnation according to Chapter 21 of the Texas Property Code. The Parties have since agreed to resolve the matter through Buyer's acquisition of fee simple title to all of Parcel 2 (the "Property").
- D. Seller is willing to convey and Buyer to purchase the Property for the appraised value of \$1,971,788.00.

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 the Property to Buyer, and Buyer agrees to buy and pay Seller for the entirety of the Property, as part of the 18-Inch Gilleland Wastewater Interceptor Project, in accordance with the other terms and conditions of this Agreement. The promises by Buyer and Seller stated in this Agreement are the consideration for the formation of this Agreement. The obligations of the Buyer contained in this Agreement are conditional on City Council of Pflugerville's ("City Council") approval and acceptance of the Agreement. In the event the City Council does not approve the acceptance of the 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 Travis County, at Buyer's expense.

**II.**

*The Purchase Price.* ONE MILLION, NINE HUNDRED SEVENTY-ONE THOUSAND, SEVEN HUNDRED EIGHTY-EIGHT AND NO CENTS (\$1,971,788.00), to be paid by Buyer to Seller at closing.

**III.**

*The Property.* All that certain tract of land containing 3.482-acres, being part of the Alexander Walters Survey NO. 67, Abstract 791, conveyed to Acer Equities I, LLC, a Texas limited liability company, by deed recorded in document no. 2021173861, of the official public records of Travis County, Texas as described in **Exhibit "A"**.

**IV.**

*Instruments of Conveyance.* The Instruments 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 the latter of 30 days of (i) City Council's approval and acceptance of the Agreement or (ii) Seller's approval and acceptance of the 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: Acer Equities I, LLC  
c/o Y Capital Management, LLC  
315 S. Beverly Drive, Suite 414  
Beverly Hills, California 90212  
Acer Equities I, LLC

- C. *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.

- D. *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.
- E. *Entire 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.
- F. *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 Party has 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 ordinances of the Buyer, then 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.
- G. *Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the "Property", that said "Property" is free of any liens or other encumbrances that would prevent this sale.
- H. *Authority.* Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this Agreement and related documents on behalf of a Party represents that he or she is an authorized representative of and has authority to sign such documents on behalf of the respective Party.

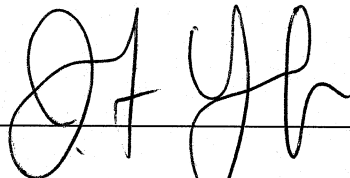
I. *Eminent Domain*: The parties recognize that this conveyance is under the threat of Eminent Domain as that term is defined by the Internal Revenue Code and regulations of the Internal Revenue Service.

*[Signature pages follow immediately]*

EXECUTED this 29<sup>th</sup> day of May 2026.

**SELLER:**

**ACER EQUITIES I, LLC,**  
a Texas limited liability company

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

Name: Justin Yashouafar

Title: Authorized Signatory

**BUYER:**

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

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

**ATTEST:**

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

**EXHIBIT "A"**

**ALL THAT CERTAIN TRACT OF LAND CONTAINING 3.482-ACRES, BEING PART OF THE ALEXANDER WALTERS SURVEY NO. 67, ABSTRACT 791, CONVEYED TO ACER EQUITIES I, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY DEED RECORDED IN DOCUMENT NO. 2021173861, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.**

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 **ACER EQUITIES I, LLC, a Texas limited liability company**, of the County of Travis, Texas, whose address is 18401 Burbank Boulevard, Suite 260, Tarzana, CA 91356 ("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 properties described in **Exhibit "A"**, incorporated herein by reference (collectively, the "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.

No responsibility for validity of real estate title assumed by the attorneys preparing this instrument unless a written title opinion rendered.

[Signature pages to follow.]

EXECUTED AND EFFECTIVE as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

**ACER EQUITIES I, LLC,  
A Texas limited liability company**

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

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

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

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §  
§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of **Acer Equities I, LLC, a Texas limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

**GRANTEE:**

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

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

ATTEST:

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

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is authorized to execute such instrument on behalf of said municipality; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

After recordation, please return to:

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

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