

**PURCHASE AGREEMENT  
PFPE23 FARMS, LLC (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 **PFPE23 FARMS, LLC**, a Texas limited liability company ("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 thereof of 24.798 acre tract recorded in Document No. 2020232033, Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of two (2) tracts as described in **Exhibit "A-1"** (0.6982 acre Right-of-Way) and as described in **Exhibit "A-2"** (0.1549 acre grading easement) hereafter collectively referred to as the "Property."

C. Seller is willing to convey and Buyer to purchase the Property for the negotiated settlement value of **\$599,000.00**.

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-1"** and **Exhibit "A-2"** as part of the East Pflugerville Parkway Roadway Improvement 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.* **FIVE HUNDRED NINETY-NINE THOUSAND, AND NO/100 (\$599,000.00)** to be paid at closing.

**III.**

*The Property.* More or less two (2) tracts as described in **Exhibit "A-1"** (0.6982 acre Right-of-Way) and as described in **Exhibit "A-2"** (0.1549 acre Grading Easement) of a 24.798 acre tract recorded in Document No. 2020232033, Official Public Records of Travis County, Texas.

**IV.**

*Conveyance Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit “B-1”) and the Grading Easement Agreement (Exhibit “B-2”)** attached hereto and incorporated by reference for all purposes.

V.

*Special Provisions.* Prior to closing, Buyer and or its contractors agree to stake, flag and/or mark the locations and extent of the proposed right of way lines and the proposed easement at no expense to owner. Buyer also agrees to pay all closing costs and to reimburse seller for any lender required fees necessary to obtain partial releases of any existing mortgages at or prior to closing.

VI.

*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, subject to the provisions of Section V. Closing shall be administered by Independence Title, Attn: Connie Wooster, 203 West Main Street, Suite A, Pflugerville, Texas.
- 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: PFPE23 Farms, LLC  
PO Box 3798  
Pflugerville, TX 78691

- 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.* 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.
- 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 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.
- G. *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-1"** and **Exhibit "A-2"**, 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.
- H. *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.
- I. *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.

*J. 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.

The City has made formal eminent domain offers for the Property, and the Property herein is being conveyed to Purchaser under imminence of condemnation.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**SELLER:**

**PFPE23 Farms, LLC**  
a Texas limited liability company

By: *Ed Priesmeyer*  
Ed Priesmeyer (Feb 24, 2026 10:33:16 CST)  
**Edward W. Priesmeyer, manager**

By: *Victoria Priesmeyer*  
Victoria Priesmeyer (Feb 23, 2026 18 11 53 CST)  
**Victoria A. Priesmeyer, manager**

**PURCHASER:**

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

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

**ATTEST:**

\_\_\_\_\_  
Trista Evans, City Secretary

## PROPERTY DESCRIPTION FOR PARCEL 3

Description of a 0.6982 of one acre (30,412 square foot) parcel of land out of the George M. Martin Survey No. 9, Abstract No. 529 in Travis County, Texas, being a portion of the remainder of that tract described as 50.008 acres conveyed to PFPE23 Farms, LLC by Special Warranty Deed dated November 20, 2020, as recorded in Document No. 2020232033, Official Public Records, Travis County, Texas; said 0.6982 of one acre (30,412 square foot) parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed north right-of-way line of East Pflugerville Parkway, being in the west line of the remainder of said 50.008 acre PFPE23 Farms tract, and in the east line of that tract described as 197.27 acres conveyed to Timmerman & Hagn, Ltd. by Warranty Deed, as recorded in Volume 8394, Page 542, Deed Records, Travis County, Texas, said POINT OF BEGINNING having a Surface Coordinate Value of N=10,137,607.63, E=3,163,911.18, from which a 1/2-inch iron rod with "Dunaway Assoc LP" cap found at the northwest corner of the remainder of said 50.008 acre PFPE23 Farms tract, being at the southwest corner of that tract described as 25.21 acres conveyed to Board of Trustees of the Pflugerville Independent School District tract by Special Warranty Deed, as recorded in Document No. 2020232031, Official Public Records, Travis County, Texas, and in the east line of said 197.27 acre Timmerman and Hagn tract, bears North 27°39'48" East 1,236.37 feet;

THENCE, along the proposed north right-of-way line of East Pflugerville Parkway, crossing the remainder of said 50.008 acre PFPE23 Farms tract, the following two (2) courses, numbered 1 and 2:

- 1) **South 60°31'33" East 529.07 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, and

- 2) with a curve to the right, whose delta angle is **22°15'01"**, radius is **924.50 feet**, an arc distance of **359.02 feet**, and the chord of which bears **South 49°24'03" East 356.77 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the east line of the remainder of said 50.008 acre PFPE23 Farms tract, being in the west line of that tract described as 2.150 acres conveyed to Michael Stubblefield and Louise Stubblefield, husband and wife as joint tenants with right of survivorship by Warranty Deed, as recorded in Document No. 2009039428, Official Public Records, from which a 1/2-inch iron rod found at the northwest corner of said 2.150 acre Stubblefield tract, being at the southwest corner of that tract described as 9.818 acres conveyed to the City of Pflugerville, Texas by Special Warranty Deed, as recorded in Document No. 2004219479, Official Public Records, Travis County, Texas, bears North 27°47'16" East 360.25 feet;
- 3) THENCE, along the east line of the remainder of said 50.008 acre PFPE23 Farms tract and the west line of said 2.150 acre Stubblefield tract, **South 27°47'16" West 24.29 feet** to a 1/2-inch iron rod found at the southeast corner of the remainder of said 50.008 acre PFPE23 Farms tract, and at the southwest corner of said 2.150 acre Stubblefield tract, being at the northeast corner of that tract described as 11.681 acres conveyed to the City of Pflugerville, Texas by Deed without Warranty, as recorded in Document No. 2003189346, Official Public Records, Travis County, Texas, and in the existing north right-of-way line of East Pflugerville Parkway (varying width);

THENCE, along the south line of the remainder of said 50.008 acre PFPE23 Farms tract, the north line of said 11.681 acre City of Pflugerville tract and the existing north right-of-way line of East Pflugerville Parkway, the following three (3) courses, numbered 4 through 6:

- 4) with a curve to the right, whose delta angle is **02°54'03"**, radius is **441.50 feet**, an arc distance of **22.36 feet**, and the chord of which bears **North 38°34'51" West 22.35 feet** to a point,
- 5) with a curve to the left, whose delta angle is **23°47'57"**, radius is **530.73 feet**, an arc distance of **220.45 feet**, and the chord of which bears **North 48°27'55" West 218.87 feet** to a 1/2-inch iron rod with "Chaparral" cap found, and
- 6) **North 60°28'10" West 643.87 feet** to a 1/2-inch iron rod with "R&S RPLS 4096" cap found at the southwest corner of the remainder of said 50.008 acre PFPE23 Farms tract, being at the southeast corner of said 197.27 acre Timmerman & Hagn tract;

- 7) THENCE, along the west line of the remainder of said 50.008 acre PFPE23 Farms tract and the east line of said 197.27 acre Timmerman & Hagn tract, **North 27°39'48" East 38.42 feet** to the POINT OF BEGINNING and containing 0.6982 of one acre (30,412 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (2011) EPOCH 2010.00.

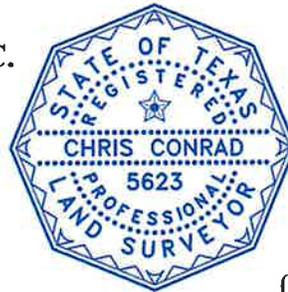
SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 1009550



05/26/2023

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

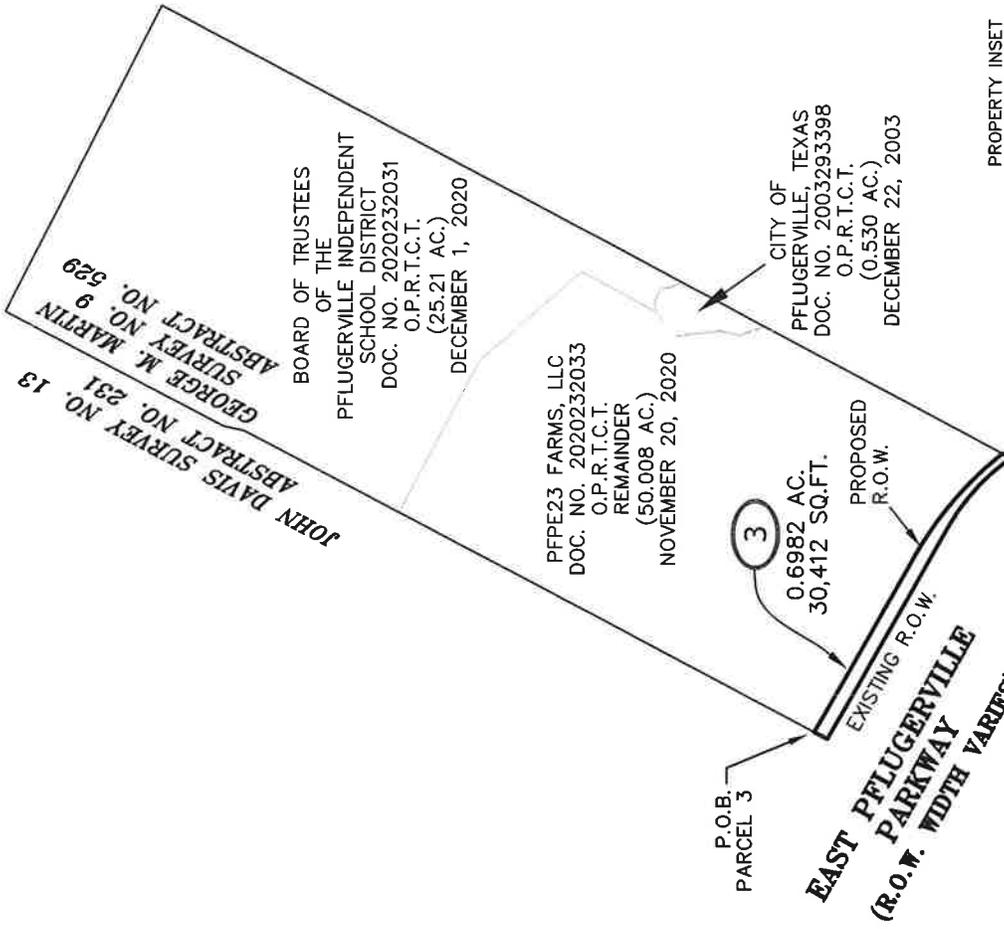
M:\LJA-19-123\_Plugerville Pkwy\Description\Parcel 3\_R1

Austin Grid S-37  
Property ID 278064

NOTES:  
 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. (2011) EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.

2. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

3. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HERE ON AND IS FOR INFORMATIONAL PURPOSES ONLY.



PROPERTY INSET  
N.T.S.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



*Chris Conrad*

CHRIS I. CONRAD, REG. PROF. LAND SURVEYOR NO. 5623  
 DATE 05/26/2023

REVISIONS:

1) 5/26/2023 - CHANGES TO PLAT AND DESCRIPTION

CALCULATED	TAKING	REMAINING RT
24.268 AC. 1,057,114 SQ.FT.	0.6982 AC. 30,412 SQ.FT.	23.570 AC. 1,026,702 SQ.FT.

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 MCGRAY.COM (512) 451-8591

PARCEL PLAT SHOWING  
 PARCEL 3  
 EAST PFLUGERVILLE PARKWAY  
 TRAVIS COUNTY, TEXAS

DATE: MAY 2023 SCALE: N.T.S.

3  
"DUNAWAY ASSOC LP"

JOHN DAVIS  
SURVEY NO. 13  
ABSTRACT NO. 231  
GEORGE M. MARTIN  
SURVEY NO. 9  
ABSTRACT NO. 529

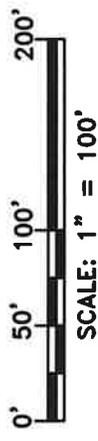
P.O.B.  
PARCEL 3  
N=10,137,607.63  
E=3,163,911.18

PFPE23 FARMS, LLC  
DOC. NO. 2020232033  
O.P.R.T.C.T.  
REMAINDER  
(50.008 AC.)  
NOVEMBER 20, 2020

3  
0.6982 AC.  
30,412 SQ.FT.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	359.02'	924.50'	22°15'01"	181.80'	S49°24'03"E	356.77'
C2	22.36'	441.50'	02°54'03"	11.18'	N38°34'51"W	22.35'
C3	220.45'	530.73'	23°47'57"	111.84'	N48°27'55"W	218.87'



PROPOSED R.O.W.  
S60°31'33"E 529.07'  
(N57°43'W 643.63')  
N60°28'10"W 643.87'  
(S60°30'52"E 2592.97')  
EXISTING R.O.W.  
EAST PFLUGERVILLE PARKWAY  
(R.O.W. WIDTH VARIES)

"R&S RPLS 4096" THE CITY OF PFLUGERVILLE, TEXAS  
DOC. NO. 2003189346  
O.P.R.T.C.T.  
EXHIBIT A (11.681 AC.)  
JULY 22, 2003

TIMMERMAN & HAGN, LTD.  
VOL. 8394, PG. 544  
D.R.T.C.T.  
(535 ACRES)  
DECEMBER 29, 1983  
DESCRIBED IN  
VOL. 365, PG. 164  
D.R.T.C.T.  
OCTOBER 11, 1924

APPROXIMATE SURVEY LINE  
FOUND 1/2" IRON ROD WITH  
"MCGRAY MCGRAY" CAP  
FOUND 1/2" IRON ROD WITH  
PLASTIC CAP UNLESS  
OTHERWISE NOTED  
1/2" IRON ROD FOUND  
CALCULATED POINT  
RECORD INFORMATION  
RIGHT-OF-WAY  
POINT OF BEGINNING  
PROPERTY LINE  
DISTANCE NOT TO SCALE  
DEED LINE (OWNERSHIP IN COMMON)

LEGEND

- SET 1/2" IRON ROD WITH "MCGRAY MCGRAY" CAP
- FOUND 1/2" IRON ROD WITH PLASTIC CAP UNLESS OTHERWISE NOTED
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- ( ) RIGHT-OF-WAY
- ⊥ P.O.B.
- ⊥ PROPERTY LINE
- ⊥ DISTANCE NOT TO SCALE
- ⊥ DEED LINE (OWNERSHIP IN COMMON)
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

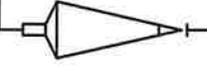
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591

PARCEL PLAT SHOWING  
PARCEL 3  
EAST PFLUGERVILLE PARKWAY  
TRAVIS COUNTY, TEXAS

DATE: MAY 2023 SCALE: 1"=100'

OWNERSHIP CHART

PROPERTY ID	OWNER	FILE NUMBER	LEGAL	EXECUTED DATE
1	TIMMERMAN & HAGN, LTD.	VOL. 8394, PG. 542 D.R.T.C.T. DESCRIBED IN VOL. 3310, PG. 1434 D.R.T.C.T.	(197.27 ACRES)	DECEMBER 29, 1983 DECEMBER 17, 1966
2	MICHAEL STUBBLEFIELD AND LOUISE STUBBLEFIELD, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP	DOC. NO. 2009039428 O.P.R.T.C.T.	(2.150 ACRES)	DECEMBER 17, 2008
3	BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT	DOC. NO. 2020232031 O.P.R.T.C.T.	(25.21 ACRES)	DECEMBER 1, 2020
4	CITY OF PFLUGERVILLE, TEXAS	DOC. NO. 2004219479 O.P.R.T.C.T.	(9.818 ACRES)	NOVEMBER 23, 2004



**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 MCGRAY.COM (512) 451-8591

PARCEL PLAT SHOWING  
 PARCEL 3  
 EAST PFLUGERVILLE PARKWAY  
 TRAVIS COUNTY, TEXAS

## PROPERTY DESCRIPTION FOR PARCEL 3E

Description of a 0.1549 of one acre (6,750 square foot) easement consisting of two parts, out of the George M. Martin Survey No. 9, Abstract No. 529 in Travis County, Texas, being a portion of the remainder of that tract described as 50.008 acres conveyed to PFPE23 Farms, LLC by Special Warranty Deed dated November 20, 2020, as recorded in Document No. 2020232033, Official Public Records, Travis County, Texas; said 0.1549 of one acre (6,750 square foot) easement being more particularly described in two parts by metes and bounds as follows:

PART 1 0.0091 Ac.

BEGINNING at a calculated point at the northwest corner of this easement, being in the west line of the remainder of said 50.008 acre PFPE23 Farms tract, and the east line of that tract described as 197.27 acres conveyed to Timmerman & Hagn, Ltd. by Warranty Deed, as recorded in Volume 8394, Page 542, Deed Records, Travis County, Texas, being further described in Volume 3310, Page 1434, Deed Records, Travis County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,137,625.35, E=3,163,920.47, from which a 1/2-inch iron rod with "Dunaway Assoc LP" cap found at the northwest corner of the remainder of said 50.008 acre PFPE23 Farms tract, being the southwest corner of that tract described as 25.21 acres conveyed by Special Warranty Deed conveyed to Board of Trustees of the Pflugerville Independent School District, as recorded in Document No. 2020232031, Official Public Records, Travis County, Texas bears North 27°39'48" East 1,216.36 feet;

- 1) THENCE, along the north line of this easement, crossing the remainder of said 50.008 acre PFPE23 Farms tract, **South 60°31'33" East 20.14 feet** to a calculated point at the northeast corner of this easement;
- 2) THENCE, along the east line of this easement, crossing the remainder of said 50.008 acres PFPE23 Farms tract, **South 29°28'27" West 20.00 feet** to a calculated point at the southeast corner of this easement, being in the proposed north right-of-way line of East Pflugerville Parkway;

- 3) THENCE, along the south line of this easement, and the proposed north right-of-way line of East Pflugerville Parkway, crossing the remainder of said 50.008 acre, **North 60°31'33" West 19.51 feet** to a calculated point at the southwest corner of this easement, being in the west line of the remainder of said 50.008 acre PFPE23 Farms tract, and the east line of said 197.27 acre Timmerman & Hagn tract, from which a 1/2-inch iron rod with "R&S RPLS 4096" cap found at the southwest corner of the remainder of said 50.008 acre PFPE23 Farms tract, being the southeast corner of said 197.27 acre Timmerman & Hagn tract, also being in the existing north right-of-way line of East Pflugerville Parkway (varying width), bears South 27°39'48" West 38.42, and from which a 1/2-inch iron rod with "Chaparral" cap found in the south line of the remainder of said 50.008 acre PFPE23 Farms tract, and in the existing north right-of-way line of East Pflugerville Parkway, bears South 60°28'10" East 643.87 feet;
- 4) THENCE, along west line of this easement and the remainder of said 50.008 acre PFPE23 Farms tract, and the east line of said 197.27 acre Timmerman & Hagn tract, **North 27°39'48" East 20.01 feet** to the POINT OF BEGINNING and containing 0.0091 of one acre (397 square feet) of land within these metes and bounds.

PART 2 0.1458 Ac.

BEGINNING at a calculated point at the northeast corner of this easement, being in the east line of the remainder of said 50.008 acre PFPE23 Farms tract, and the west line of that tract described as 2.150 acres conveyed to Michael Stubblefield and Louise Stubblefield by Warranty Deed, as recorded in Document No. 2009039428, Official Public Records, Travis County, Texas, said POINT OF BEGINNING having a Surface Coordinate Value of N=10,137,124.81, E=3,164,647.76, from which a 1/2-inch iron rod found in the east line of the remainder of said 50.008 acre PFPE23 Farms tract, being at the northwest corner of said 2.150 acre Stubblefield tract, being the southwest corner of that tract described as 9.818 acres conveyed to the City of Pflugerville, Texas by Special Warranty Deed, as recorded in Document No. 2004219479, Official Public Records, Travis County, Texas, bears North 27°47'16" East 349.32 feet;

- 1) THENCE, along the east line of this easement and the remainder of said 50.008 acre PFPE23 Farms tract, and the west line of said 2.150 acre Stubblefield tract, **South 27°47'16" West 10.93 feet** to a 1/2-inch iron rod with "McGray McGray" cap set at the southeast corner of this easement, being in the proposed north right-of-way line of East Pflugerville Parkway, from which a 1/2-inch iron rod found at the southeast corner of the remainder of said 50.008 acre PFPE23 Farms tract, being the southwest corner of said 2.150 acre Stubblefield tract, also being in the existing north right-of-way line of East Pflugerville Parkway, bears South 27°47'16" West 24.29 feet;

THENCE, along the south line of this easement, and the proposed north right-of-way line of East Pflugerville Parkway, crossing the remainder of said 50.008 acre PFPE23 Farms tract, the following two (2) courses, numbered 2 and 3:

- 2) with a curve to the left, whose delta angle is **22°15'01"**, radius is **924.50 feet**, an arc distance of **359.02 feet**, and the chord of which bears **North 49°24'03" West 356.77 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, and
- 3) **North 60°31'33" West 276.56 feet** to a calculated point at the southwest corner of this easement;
- 4) THENCE, along the west line of this easement, crossing the remainder of said 50.008 acre PFPE23 Farms tract, **North 29°28'27" East 10.00 feet** to a calculated point at the northwest corner of this easement;

THENCE, along the north line of this easement, crossing the remainder of said 50.008 acre PFPE23 Farms tract, the following two (2) courses, numbered 5 and 6:

- 5) **South 60°31'33" East 276.56 feet** to a calculated point, and

- 6) with a curve to the right, whose delta angle is  $21^{\circ}58'42''$ , radius is **934.50 feet**, an arc distance of **358.47 feet**, and the chord of which bears **South  $49^{\circ}32'12''$  East 356.28 feet** to the POIN OF BEGINNING and containing 0.1458 of one acre (6,353 square feet) of land within these metes and bounds.

PART 1 0.0091 Ac. 397 Sq. Ft.  
PART 2 0.1458 Ac. 6,353 Sq. Ft.  
**TOTAL 0.1549 Ac. 6,750 Sq. Ft.**

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (2011) EPOCH 2010.00.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6, Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



05/26/2023

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

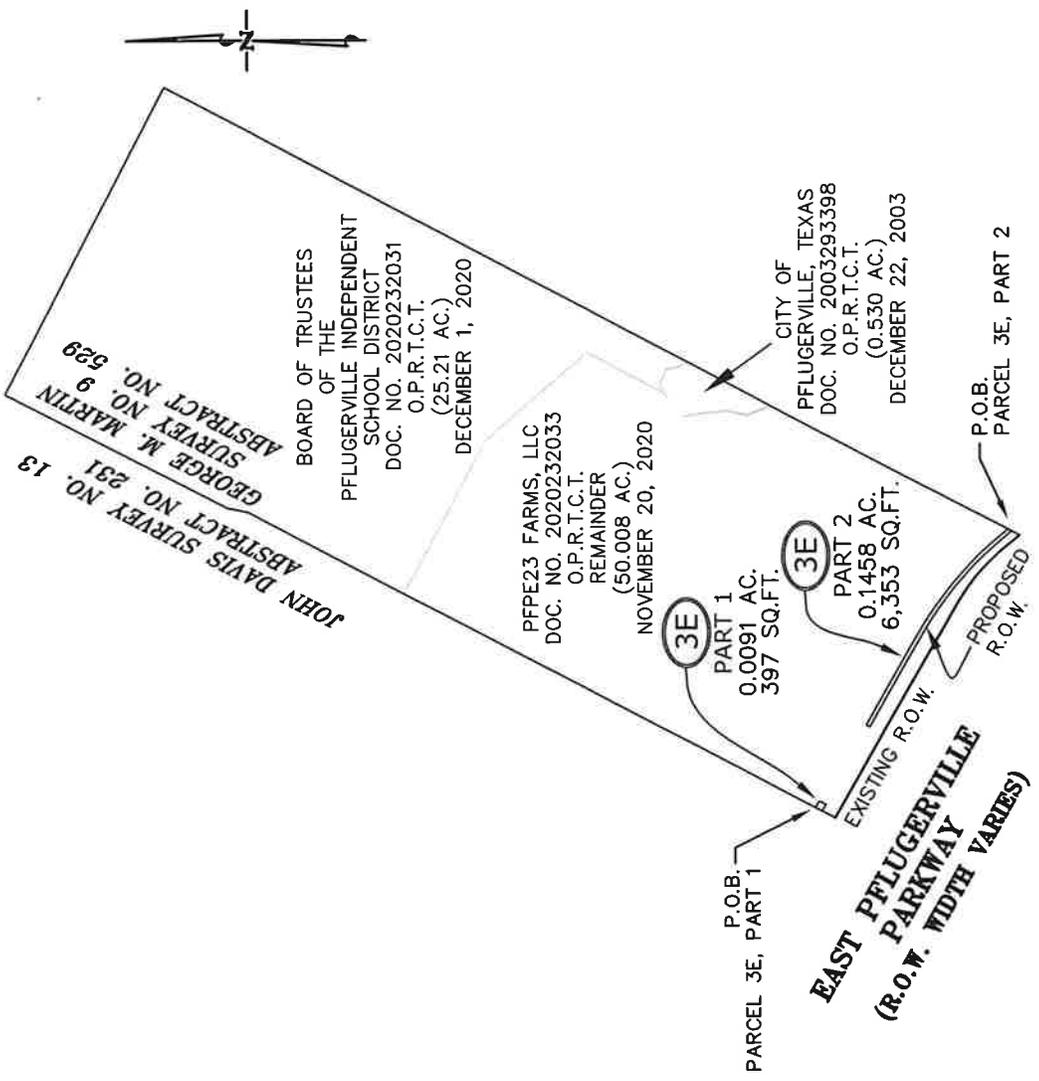
Note: There is a plat to accompany this description.

M:\LJA~19-123\_Plugerville Pkwy\Description\Parcel 3E\_R2

Austin Grid S-37  
Property ID 278064

**NOTES:**

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, (2011) EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
3. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HERE ON AND IS FOR INFORMATIONAL PURPOSES ONLY.



**REVISIONS:**

- 1) 03/22/2023 - CHANGES TO PROPOSED EASEMENT
- 2) 05/26/2023 - CHANGES TO PLAT AND DESCRIPTION

CALCULATED	TAKING	REMAINING RT
24,268 AC. 1,057,114 SQ.FT.	N/A	24,268 AC. 1,057,114 SQ.FT.

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 MCGRAY.COM (512) 451-8591

PARCEL PLAT SHOWING  
 PARCEL 3E  
 EAST PFLUGERVILLE PARKWAY  
 TRAVIS COUNTY, TEXAS

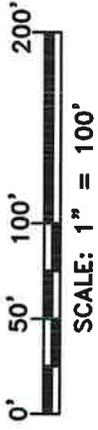
DATE: MAY 2023 SCALE: N.T.S.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Chris Conrad*

CHRIS I. CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 05/26/2023



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	359.02'	924.50'	22°15'01"	181.80'	N49°24'03"W	356.77'
C2	358.47'	934.50'	21°58'42"	181.47'	S49°32'12"E	356.28'

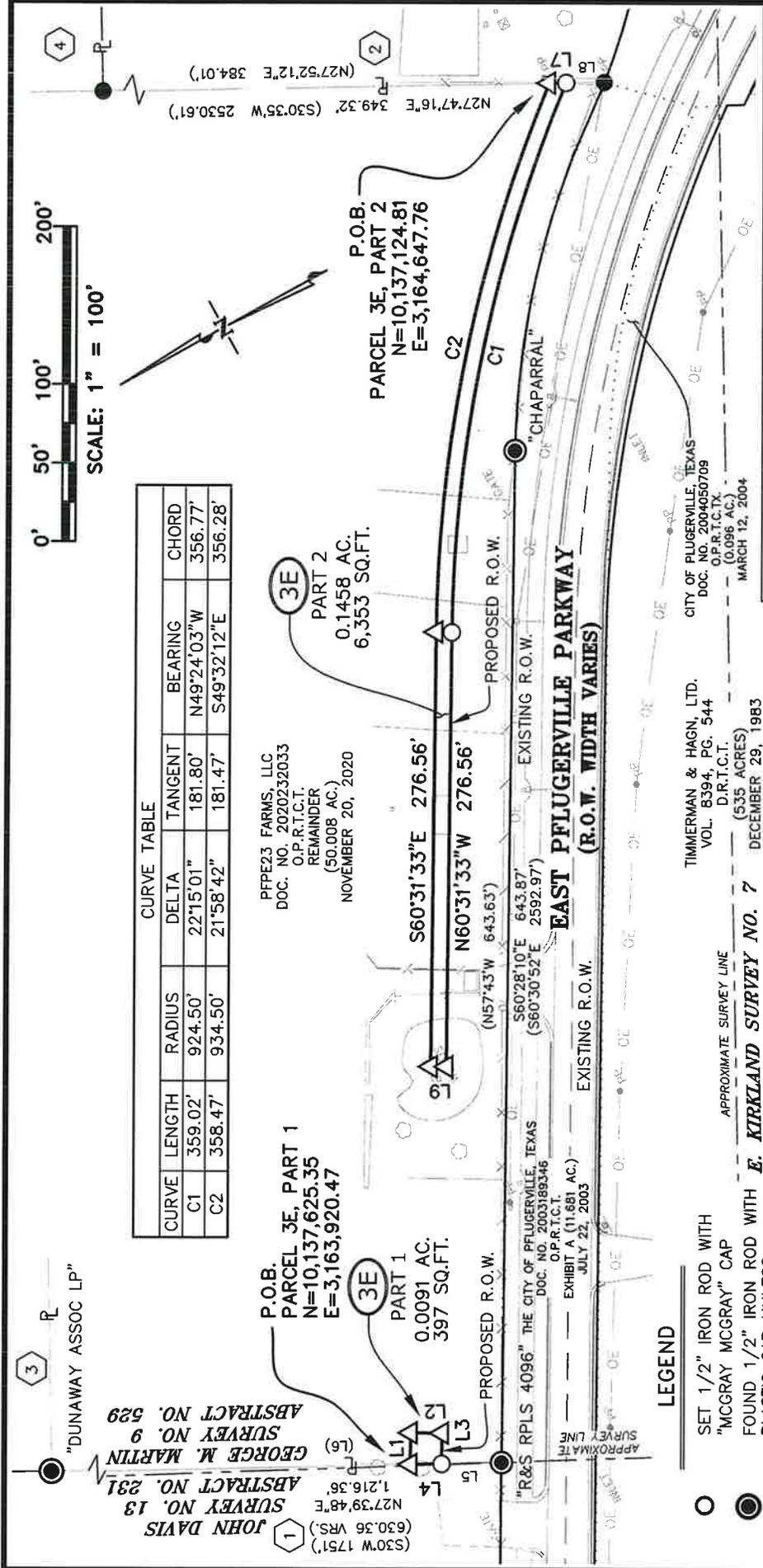
PPFE23 FARMS, LLC  
 DOC. NO. 2020232033  
 O.P.R.T.C.T.  
 REMAINDER  
 (50.008 AC.)  
 NOVEMBER 20, 2020

P.O.B.  
 PARCEL 3E, PART 1  
 N=10,137,625.35  
 E=3,163,920.47

3E  
 PART 1  
 0.0091 AC.  
 397 SQ.FT.

3E  
 PART 2  
 0.1458 AC.  
 6,353 SQ.FT.

P.O.B.  
 PARCEL 3E, PART 2  
 N=10,137,124.81  
 E=3,164,647.76



**LEGEND**

- SET 1/2" IRON ROD WITH "MCGRAY MCGRAY" CAP
- FOUND 1/2" IRON ROD WITH PLASTIC CAP UNLESS OTHERWISE NOTED
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- RIGHT-OF-WAY
- ⊥ POINT OF BEGINNING
- ⊥ PROPERTY LINE
- DISTANCE NOT TO SCALE
- DEED LINE (OWNERSHIP IN COMMON)
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- △ D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- ⊥ P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°31'33"E	20.14'
L2	S29°28'27"W	20.00'
L3	N60°31'33"W	19.51'
L4	N27°39'48"E	20.01'
L5	S27°39'48"W	38.42'
(L6)	N30°24'E	1,736.13'
L7	S27°47'16"W	10.93'
L8	S27°47'16"W	24.29'
L9	N29°28'27"E	10.00'

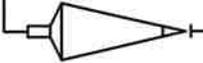
**McGRAY & McGRAY**  
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PARCEL PLAT SHOWING  
 PARCEL 3E  
 EAST PFLUGERVILLE PARKWAY  
 TRAVIS COUNTY, TEXAS

DATE: MAY 2023 SCALE: 1"=100'

OWNERSHIP CHART

PROPERTY ID	OWNER	FILE NUMBER	LEGAL	EXECUTED DATE
①	TIMMERMAN & HAGN, LTD.	VOL. 8394, PG. 542 D.R.T.C.T. DESCRIBED IN VOL. 3310, PG. 1434 D.R.T.C.T.	(197.27 ACRES)	DECEMBER 29, 1983 DECEMBER 17, 1966
②	MICHAEL STUBBLEFIELD AND LOUISE STUBBLEFIELD, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP	DOC. NO. 2009039428 O.P.R.T.C.T.	(2.150 ACRES)	DECEMBER 17, 2008
③	BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT	DOC. NO. 2020232031 O.P.R.T.C.T.	(25.21 ACRES)	DECEMBER 1, 2020
④	CITY OF PFLUGERVILLE, TEXAS	DOC. NO. 2004219479 O.P.R.T.C.T.	(9.818 ACRES)	NOVEMBER 23, 2004



**McGRAY & McGRAY**  
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 MCGRAY.COM (512) 451-8591

PARCEL PLAT SHOWING  
 PARCEL 3E  
 EAST PFLUGERVILLE PARKWAY  
 TRAVIS COUNTY, TEXAS

Exhibit "B-1"

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 **PFPE23 FARMS, LLC A TEXAS LIMITED LIABILITY COMPANY**, of the County of Travis, Texas, whose address is PO BOX 3798, Pflugerville, TX 78691 ("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.

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

*Signature page to follow.*

Exhibit "B-1"

EXECUTED AND EFFECTIVE as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**PFPE23 FARMS, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
**Edward W. Priesmeyer, manager**

By: \_\_\_\_\_  
**Victoria A. Priesmeyer, manager**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Edward W. Priesmeyer, manager of PFPE23 FARMS, LLC., a Texas limited liability company, on behalf of said limited liability company.

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

**THE STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Victoria A. Priesmeyer, manager of PFPE23 FARMS, LLC., a Texas limited liability company, on behalf of said limited liability company.

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

Exhibit "B-1"

**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 \_\_\_\_\_, 2025, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

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

After recordation please return to:

City of Pflugerville  
Attn: Sereniah Breland, City Manager  
P.O. Box 589  
Pflugerville, Texas 78691

Exhibit "B-2"

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.

**GRADING/SLOPE EASEMENT AGREEMENT**

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

**GRANT OF EASEMENT:**

**PFPE23 FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home rule city located in Travis County, Texas ("Grantee"), an easement ("Easement") upon and across the parcels of real property of Grantor which are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (collectively, "Easement Tract") for the construction, grading and maintenance of an earthen embankment slope as part of the lateral support for that certain City of Pflugerville East Pflugerville Parkway Project in, under, upon, and across the following described property, to-wit:

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, grading, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon by Grantee under the terms of this Easement.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its 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, subject to the matters set forth herein.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for the construction, grading, maintenance, relocation, removal, and operation of an earthen embankment slope for purposes of lateral support of the abutting public road.

## Exhibit "B-2"

Grantee shall have a continuous right of access to the Easement Property for the operation, repair, maintenance, and replacement of the earthen embankment and related appurtenances.

### **DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

### **SURFACE USE:**

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted, including without limitation the right to construct or facilitate the construction of driveways or above or below-ground utility crossings of any kind that cross the Easement Tract at angles of 75 degrees or greater. The Grantor further covenants and agrees to use his property only in those ways consistent with the continued maintenance of the grading and slope easement and agrees to nothing which would impair, damage, or destroy said lateral support, and is further understood and agreed that the covenants and agreements set forth above shall be considered covenants with the land, fully binding upon Grantor and his successors and assigns.

Grantee has the right to trim and cut down trees and take all other actions reasonably necessary to preserve the integrity and grade of the slope and prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract.

### **MAINTENANCE:**

Grantor shall maintain the surface area of the Easement Properties at its sole discretion. Following the initial grading work, Grantor may place fencing on the street side of the Easement Tract.

### **ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

### **BINDING EFFECT:**

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

Exhibit "B-2"

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this \_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**PFPE23 FARMS, LLC**  
**a Texas limited liability company**

By: \_\_\_\_\_  
**Edward W. Priesmeyer, manager**

By: \_\_\_\_\_  
**Victoria A. Priesmeyer, manager**

**THE STATE OF TEXAS**           §  
                                          §  
**COUNTY OF TRAVIS**       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by Edward W. Priesmeyer, manager of PFPE23 FARMS, LLC., a Texas limited liability company, on behalf of said limited liability company.

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

**THE STATE OF TEXAS**           §  
                                          §  
**COUNTY OF TRAVIS**       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by Victoria A. Priesmeyer, manager of PFPE23 FARMS, LLC., a Texas limited liability company, on behalf of said limited liability company.

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

Exhibit "B-2"

**AGREED AND ACCEPTED:**

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

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

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

# PFPE23 Farms LLC Purchase Agreement (003)

Final Audit Report

2026-02-24

Created:	2026-02-23
By:	Andrew York (york@barronadler.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqhK5TpH4qj3MRus4a6a9wVJYHhsg-vOW

## "PFPE23 Farms LLC Purchase Agreement (003)" History

-  Document created by Andrew York (york@barronadler.com)  
2026-02-23 - 10:34:02 PM GMT
-  Document emailed to Victoria Priesmeyer (victoria@egp-enterprises.com) for signature  
2026-02-23 - 10:35:26 PM GMT
-  Email viewed by Victoria Priesmeyer (victoria@egp-enterprises.com)  
2026-02-23 - 11:34:56 PM GMT
-  Document e-signed by Victoria Priesmeyer (victoria@egp-enterprises.com)  
Signature Date: 2026-02-24 - 0:11:53 AM GMT - Time Source: server
-  Document emailed to ewpriesmeyer@aol.com for signature  
2026-02-24 - 0:11:54 AM GMT
-  Email viewed by ewpriesmeyer@aol.com  
2026-02-24 - 4:31:35 PM GMT
-  Signer ewpriesmeyer@aol.com entered name at signing as Ed Priesmeyer  
2026-02-24 - 4:33:14 PM GMT
-  Document e-signed by Ed Priesmeyer (ewpriesmeyer@aol.com)  
Signature Date: 2026-02-24 - 4:33:16 PM GMT - Time Source: server
-  Agreement completed.  
2026-02-24 - 4:33:16 PM GMT