

**PURCHASE AGREEMENT
MICHAEL AND LOUISE STUBBLEFIELD (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 **MICHAEL AND LOUISE STUBBLEFIELD**, ("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 2.15 acre tract recorded in Document No. 2009039428, Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of two (2) tracts as described in **Exhibit "A-1"** (0.0363 acre Right-of-Way) and as described in **Exhibit "A-2"** (0.0649 acre grading easement) hereafter collectively referred to as the "Property."

C. Seller is willing to convey and Buyer to purchase the Property for the appraised value of **\$52,291.00**.

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. **FIFTY-TWO THOUSAND, TWO HUNDRED NINETY-ONE AND NO/100 (\$52,291.00)** to be paid at closing.

III.

The Property. More or less two (2) tracts as described in **Exhibit "A-1"** (0.0363 acre Right-of-Way) and as described in **Exhibit "A-2"** (0.0649 Grading Easement) of a 2.15 acre tract recorded in Document No.. 2009039428, Official Public Records of Travis County, Texas.

IV.

Easement 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.
- 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: Michael and Louise Stubblefield
3508 East Pflugerville Parkway
Pflugerville, TX 78660

- 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.

EXECUTED this the _____ day of _____, 2024.

SELLER:

**MICHAEL STUBBLEFIELD AND
WIFE LOUISE STUBBLEFIELD**

By: 
Michael Stubblefield

By: 
Louise Stubblefield

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

PROPERTY DESCRIPTION FOR PARCEL 4

Description of a 0.0363 of one acre (1,583 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 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 dated December 17, 2008, as recorded in Document No. 2009039428, Official Public Records, Travis County, Texas; said 0.0363 of one acre (1,583 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 said 2.150 acre Stubblefield tract, and in the east line of the remainder of that tract described as 50.008 acres conveyed to PFPE23 Farms, LLC by Special Warranty Deed, as recorded in Document No. 2020232033, Official Public Records, Travis County, Texas, said POINT OF BEGINNING having a Surface Coordinate Value of N=10,137,115.14, E=3,164,642.67, from which a 1/2-inch iron rod found at the northwest corner of said 2.150 acre Stubblefield tract, being at the southeast corner of that tract described as 9.818 acres conveyed to the City of Pflugerville by Special Warranty Deed, as recorded in Document No. 2004219479, Official Public Records, Travis County, Texas, being in the east line of the remainder of said 50.008 acre PFPE23 Farms tract, bears North 27°47'16" East 360.25 feet;

- 1) THENCE, along the proposed north right-of-way line of East Pflugerville Parkway, crossing said 2.150 acre Stubblefield tract, with a curve to the right, whose delta angle is **07°04'25"**, radius is **924.50 feet**, an arc distance of **114.14 feet**, and the chord of which bears **South 34°44'20" East 114.06 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the south line of said 2.150 acre Stubblefield tract, being in the north line of the vacated portion of Pflugerville Lane described as 6.372 acres (Exhibit "B") conveyed to the City of Pflugerville by Deed without Warranty, as recorded in Document No. 2003189346, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod found bears, with a curve to the left, having a delta angle of 09°01'05", radius of 441.50 feet, an arc distance of 69.49 feet, and the chord of which bears South 57°55'08" East 69.42 feet;

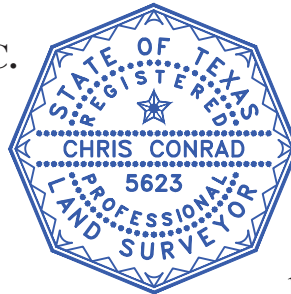
- 2) THENCE, along the south line of said 2.150 acre Stubblefield tract and the north line of said 6.372 acre City of Pflugerville tract, with a curve to the right, whose delta angle is **13°40'14"**, radius is **441.50 feet**, an arc distance of **105.34 feet**, and the chord of which bears **North 46°34'28" West 105.09 feet** to a 1/2-inch iron rod found at the southwest corner of said 2.150 acre Stubblefield tract, being at the southeast corner of the remainder of said 50.008 acre PFPE23 Farms tract, and at the northwest corner of said 6.372 acre City of Pflugerville tract;
- 3) THENCE, along the west line of said 2.150 acre Stubblefield tract and the east line of the remainder of said 50.008 acre PFPE23 Farms tract, **North 27°47'16" East 24.29 feet** to the POINT OF BEGINNING and containing 0.0363 of one acre (1,583 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



12/17/2021

Chris Conrad, Reg. Professional Land Surveyor No. 5623

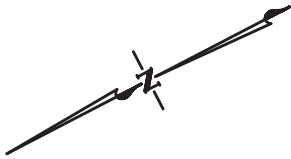
Date

Note: There is a plat to accompany this description.

M:\LJA~19-123_Pflugerville Pkwy\Description\Parcel 4

Austin Grid S-37
Property ID 278065

**GEORGE M. MARTIN SURVEY NO. 9
ABSTRACT NO. 529**



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 AC.)
DECEMBER 17, 2008

4
0.0363 AC.
1,583 SQ.FT.

P.O.B.
PARCEL 4

EXISTING R.O.W.
**EAST
PFLUGERVILLE
PARKWAY**
(R.O.W. WIDTH VARIES)

PROPOSED
R.O.W.

EXISTING
R.O.W.

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.



12/17/2021

CHRIS I. CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

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:

| RECORD | TAKING | REMAINING |
|----------------------------|----------------------------|----------------------------|
| 2,150 AC. 93,654 SQ.FT. | 0,0363 AC. 1,583 SQ.FT. | 2,114 AC. 92,071 SQ.FT. |



PARCEL PLAT SHOWING
PARCEL 4
PFLUGERVILLE PARKWAY
TRAVIS COUNTY, TEXAS

DATE: DECEMBER 2021 SCALE: N.T.S.

**GEORGE M. MARTIN SURVEY NO. 9
ABSTRACT NO. 529**

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | N27°47'16"E | 24.29' |

PFPE23 FARMS, LLC
DOC. NO. 2020232033
O.P.R.T.C.T.
REMAINDER
(50.008 AC.)
NOVEMBER 29, 2020

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 AC.)
DECEMBER 17, 2008

P.O.B.
PARCEL 4
N=10,137,115.14
E=3,164,642.67
0.0363 AC.
1,583 SQ.FT.

**PFLUGERVILLE PARKWAY
(R.O.W. WIDTH VARIES)**

CITY OF PFLUGERVILLE, TEXAS
DOC. NO. 2004050709
O.P.R.T.C.T.
(0.096 AC.)
MARCH 12, 2004

TIMMERMAN & HAGN, LTD.
VOL. 8394, PG. 544
R.P.R.T.C.T.
REMAINDER OF 535 AC.
DECEMBER 29, 1983

**E. KIRKLAND SURVEY NO. 7
ABSTRACT NO. 458**

ROBERT THOMAS NICHOLAS,
AND SPOUSE
SALLY NICHOLAS
VOL. 11418, PG. 1139
R.P.R.T.C.T.
TRACT 1
(33.618 AC.)
REMAINDER OF 56.08 AC.
MARCH 29, 1999

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|---------|---------|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD |
| C1 | 114.14' | 924.50' | 07°04'25" | 57.14' | 114.06' |
| C2 | 69.49' | 441.50' | 09°01'05" | 34.82' | 69.42' |
| C3 | 105.34' | 441.50' | 13°40'14" | 52.92' | 105.09' |
| C4 | 174.83' | 441.50' | 22°41'19" | 88.58' | 173.69' |
| (C4) | 174.90' | 441.50' | 22°41'52" | - | 173.76' |

| EASEMENT TABLE | | | |
|----------------|--|---------------------------------------|------------------------------|
| PROPERTY ID | OWNER | FILE NUMBER | ACREAGE/EASEMENT TYPE |
| 1 | MICHAEL STUBBLEFIELD AND LOUISE STUBBLEFIELD | DOC. NO. 2013212160 O.P.R.T.C.T.X. | 0.067 AC. ACCESS EASEMENT |
| 2 | MICHAEL STUBBLEFIELD AND LOUISE STUBBLEFIELD | DOC. NO. 2013212160 O.P.R.T.C.T.X. | 0.032 AC. ACCESS EASEMENT |

| EASEMENT TABLE | |
|-------------------|---------------------------------------|
| EXECUTED DATE | FILE NUMBER |
| NOVEMBER 26, 2013 | DOC. NO. 2013212160 O.P.R.T.C.T.X. |
| NOVEMBER 26, 2013 | DOC. NO. 2013212160 O.P.R.T.C.T.X. |



- LEGEND**
- 1/2" IRON ROD FOUND WITH CAP
 - 1/2" IRON ROD FOUND
 - CAP STAMPED "MCGRAY MCGRAY"
 - △ CALCULATED POINT, NOT SET
 - PROPERTY LINE (OWNERSHIP DIVISION)
 - DEED LINE (OWNERSHIP IN COMMON)
 - ① PARCEL NUMBER FOR R.O.W. ACQUISITION
 - DISTANCE NOT TO SCALE RECORD INFORMATION
 - RIGHT-OF-WAY POINT OF BEGINNING
 - NOT TO SCALE
 - DEED RECORDS TRAVIS COUNTY, TEXAS
 - REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
 - PLAT RECORDS TRAVIS COUNTY, TEXAS

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

PARCEL PLAT SHOWING
PARCEL 4
PFLUGERVILLE PARKWAY
TRAVIS COUNTY, TEXAS

PROPERTY DESCRIPTION FOR PARCEL 4E

Description of a 0.0649 of one acre (2,827 square foot) easement out of the George M. Martin Survey No. 9, Abstract No. 529 in Travis County, Texas, being a portion 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 dated December 17, 2008, as recorded in Document No. 2009039428, Official Public Records, Travis County, Texas; said 0.0649 of one acre (2,827 square foot) easement being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point at the northwest corner of this proposed easement, being in the west line of said 2.150 acre Stubblefield tract, and in the east line of the remainder of that tract described as 50.008 acres conveyed to PFPE23 Farms, LLC by Special Warranty Deed, as recorded in Document No. 2020232033, Official Public Records, Travis County, Texas, said POINT OF BEGINNING having a Surface Coordinate Value of N=10,137,134.46, E=3,164,652.85, from which a 1/2-inch iron rod found at the northwest corner of said 2.150 acre Stubblefield tract, being at the southeast corner of that tract described as 9.818 acres conveyed to the City of Pflugerville by Special Warranty Deed, as recorded in Document No. 2004219479, Official Public Records, Travis County, Texas, being in the east line of the remainder of said 50.008 acre PFPE23 Farms tract, bears North 27°47'16" East 338.42 feet;

- 1) THENCE, along the north line of this proposed easement, crossing said 2.150 acre Stubblefield tract, with a curve to the right, whose delta angle is **10°05'03"**, radius is **944.50 feet**, an arc distance of **166.24 feet**, and the chord of which bears **South 33°46'15" East 166.02 feet** to a calculated point at the southeast corner of this proposed easement, being in the south line of said 2.150 acre Stubblefield tract, and in the north line of the vacated portion of Pflugerville Lane described as 6.372 acres (Exhibit "B") conveyed to the City of Pflugerville by Deed without Warranty, as recorded in Document No. 2003189346, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod found bears, with a curve to the left, having a delta angle of 03°10'22", radius of 441.50 feet, an arc distance of 24.45 feet, and the chord of which bears South 60°50'25" East 24.45 feet;

2) THENCE, along the south line of this proposed easement and said 2.150 acre Stubblefield tract, and the north line of said 6.372 acre City of Pflugerville tract, with a curve to the right, whose delta angle is **05°50'42"**, radius is **441.50 feet**, an arc distance of **45.04 feet**, and the chord of which bears **North 56°19'54" West 45.02 feet** to a 1/2-inch iron rod with "McGray McGray" cap set at the southwest corner of this proposed easement and in the proposed north right-of-way line of East Pflugerville Parkway:

THENCE, along the west line of this proposed easement, the following two (2) courses, numbered 3 and 4:

- 3) along the proposed north right-of-way line of East Pflugerville Parkway, crossing said 2.150 acre Stubblefield tract, with a curve to the left, whose delta angle is **07°04'24"**, radius is **924.50 feet**, an arc distance of **114.14 feet**, and the chord of which bears **North 34°44'20" West 114.06 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the west line of said 2.150 acre Stubblefield tract, being in the east line of the remainder of said 50.008 acre PFPE23 Farms tract, from which a 1/2-inch iron rod found at the southwest corner of said 2.150 acre Stubblefield tract, being at the southeast corner of the remainder of said 50.008 acre PFPE23 Farms tract, and at the northwest corner of said 6.372 acre City of Pflugerville tract, bears South 27°47'16" West 24.29 feet, and
- 4) along the west line of said 2.150 acre Stubblefield tract, and the east line of the remainder of said 50.008 acre PFPE23 Farms tract, **North 27°47'16" East 21.84 feet** to the POINT OF BEGINNING and containing 0.0649 of one acre (2,827 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



12/17/2021

Chris Conrad, Reg. Professional Land Surveyor No. 5623

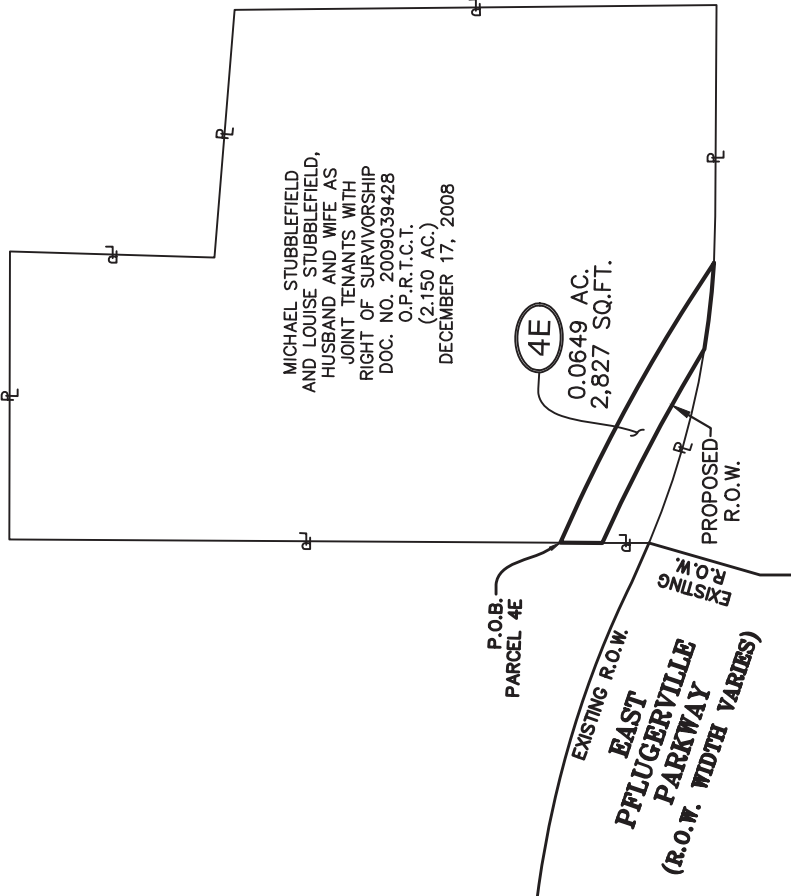
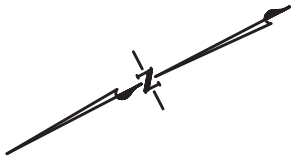
Date

Note: There is a plat to accompany this description.

M:\LJA~19-123_Pflugerville Pkwy\Description\Parcel 4E

Austin Grid S-37 – Property ID 278065

**GEORGE M. MARTIN SURVEY NO. 9
ABSTRACT NO. 529**



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 12/17/2021

- 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:

| RECORD | TAKING | REMAINING |
|----------------------------|--------|----------------------------|
| 2,150 AC. 93,654 SQ.FT. | N/A | 2,114 AC. 92,071 SQ.FT. |



PARCEL PLAT SHOWING
PARCEL 4E
PFLUGERVILLE PARKWAY
TRAVIS COUNTY, TEXAS

**GEORGE M. MARTIN SURVEY NO. 9
ABSTRACT NO. 529**

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | N27°47'16"E | 21.84' |
| L2 | S27°47'16"W | 24.29' |

PFPE23 FARMS, LLC
DOC. NO. 2020232033
O.P.R.T.C.T.
REMAINDER
(50.008 AC.)
NOVEMBER 29, 2020

P.O.B.
PARCEL 4E
N=10,137,134.46
E=3,164,652.85

THE CITY OF PFLUGERVILLE, TEXAS
DOC. NO. 2003189346
EXHIBIT "A"
(11,681 AC.)
JULY 22, 2003

EXISTING R.O.W.
PFLUGERVILLE PARKWAY
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.
PFLUGERVILLE PARKWAY

CITY OF PFLUGERVILLE, TEXAS
DOC. NO. 2004050709
O.P.R.T.C.T.
(0.096 AC.)
MARCH 12, 2004

APPROXIMATE SURVEY LINE

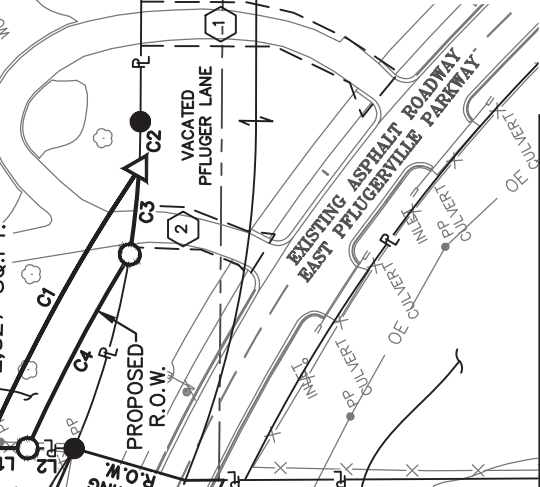
TIMMERMAN & HAGN, LTD.
VOL. 8394, PG. 544
R.P.R.T.C.T.
REMAINDER OF 535 AC.
DECEMBER 29, 1983

**E. KIRKLAND SURVEY NO. 7
ABSTRACT NO. 458**

ROBERT THOMAS NICHOLAS,
AND SPOUSE
SALLY NICHOLAS
VOL. 11418, PG. 1139
R.P.R.T.C.T.
TRACT 1
(33.618 AC.)
REMAINDER OF 56.08 AC.
MARCH 29, 1999

MICHAEL STUBBLEFIELD,
AND LOUISE STUBBLEFIELD,
HUSBAND AND WIFE AS
JOINT TENANTS WITH
RIGHT OF SURVIVORSHIP
DOC. NO. 2009039428
O.P.R.T.C.T.
DECEMBER 17, 2008

0.0649 AC.
2,827 SQ.FT.
4E

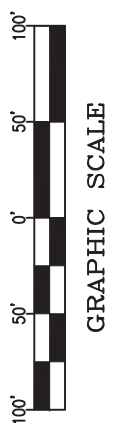


CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | TANGENT | BEARING | CHORD |
|-------|---------|---------|-----------|---------|-------------|---------|
| C1 | 166.24' | 944.50' | 10°05'03" | 83.33' | S33°46'15"E | 166.02' |
| C2 | 24.45' | 441.50' | 03°10'22" | 12.23' | S60°50'25"E | 24.45' |
| C3 | 45.04' | 441.50' | 05°50'42" | 22.54' | N56°19'54"W | 45.02' |
| C4 | 114.14' | 924.50' | 07°04'24" | 57.14' | N34°44'20"W | 114.06' |

EASEMENT TABLE

| PROPERTY ID | OWNER | FILE NUMBER | ACREAGE/EASEMENT TYPE | EXECUTED DATE |
|-------------|--|---------------------------------------|------------------------------|-------------------|
| 1 | MICHAEL STUBBLEFIELD AND LOUISE STUBBLEFIELD | DOC. NO. 2013212160 O.P.R.T.C.T.X. | 0.067 AC. ACCESS EASEMENT | NOVEMBER 26, 2013 |
| 2 | MICHAEL STUBBLEFIELD AND LOUISE STUBBLEFIELD | DOC. NO. 2013212160 O.P.R.T.C.T.X. | 0.032 AC. ACCESS EASEMENT | NOVEMBER 26, 2013 |



- LEGEND**
- 1/2" IRON ROD FOUND WITH CAP
 - 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET WITH CAP STAMPED "MCGRAY MCGRAY"
 - CALCULATED POINT, NOT SET
 - PROPERTY LINE (OWNERSHIP DIVISION)
 - DEED LINE (OWNERSHIP IN COMMON)
 - PARCEL NUMBER FOR R.O.W. ACQUISITION
 - DISTANCE NOT TO SCALE
 - RECORD INFORMATION
 - RIGHT-OF-WAY
 - POINT OF BEGINNING
 - NOT TO SCALE
 - DEED RECORDS TRAVIS COUNTY, TEXAS
 - REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
 - PLAT RECORDS TRAVIS COUNTY, TEXAS

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

PARCEL PLAT SHOWING
PARCEL 4E
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 **MICHAEL STUBBLEFIELD AND WIFE LOUISE STUBBLEFIELD**, of the County of Travis, Texas, whose address is 3508 East Pflugerville Parkway, Pflugerville, TX 78660 ("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 city 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.

EXECUTED AND EFFECTIVE as of this ____ day of _____, 2023.

GRANTORS:

**MICHAEL STUBBLEFIELD AND WIFE
LOUISE STUBBLEFIELD**

By: _____
Michael Stubblefield

By: _____
Louise Stubblefield

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

This instrument was acknowledged before me on the ____ day of _____, 2023, by Michael Stubblefield for the purposes stated herein.

Notary Public, State of Texas

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

This instrument was acknowledged before me on the ____ day of _____, 2023, by Louise Stubblefield for the purposes stated herein.

Notary Public, State of Texas

GRANTEE:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule city

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 _____, 2023, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule city, 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:

MICHAEL STUBBLEFIELD AND WIFE LOUISE STUBBLEFIELD, (“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 exclusive easement and right-of-way (“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 Tracts”) 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 Tracts, 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, 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.

Grantee shall have a continuous right of access to the Easement Property for the operation, repair, maintenance, replacement and expansion 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 Tracts for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. 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 Tracts.

MAINTENANCE:

Grantor shall maintain the surface area of the Easement Properties, which shall include but shall not be limited to regular mowing.

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.

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 _____, 2023.

GRANTOR:

**MICHAEL STUBBLEFIELD AND WIFE
LOUISE STUBBLEFIELD**

By: _____
Michael Stubblefield

By: _____
Louise Stubblefield

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

This instrument was acknowledged before me on the ___ day of _____, 2023, by Michael Stubblefield for the purposes stated herein.

Notary Public, State of Texas

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

This instrument was acknowledged before me on the ___ day of _____, 2023, by Louise Stubblefield for the purposes stated herein.

Notary Public, State of Texas

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 _____, 2023, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature