

PURCHASE AGREEMENT
FIRST UNITED METHODIST CHURCH OF PFLUGERVILLE,
a Texas non-profit corporation (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 **FIRST UNITED METHODIST CHURCH OF PFLUGERVILLE**, a Texas non-profit corporation (“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 the real property known as Lot 1, Of The Amended Final Plat Of Romans 8:28, according to the map or plat thereof recorded in Document No. 201900127, Official Public Records of Travis County, Texas (sometimes “Seller’s Property”).

B. Buyer requires acquisition of a portion of the Seller’s Property as described in **Exhibit “A”** (+/-2.5692-acre Right-Of-Way) hereafter referred to as the “Property”.

C. Seller is willing to convey the Property in consideration of the Buyer conveying approximately 1 acre of land to the Seller (as depicted in **Exhibit “B”**) (the “Exchange Property”), and constructing a paved parking lot containing 115 parking spaces on the Exchange Property in compliance with the City’s Unified Development Code (UDC) standards. Additionally, the City will construct 29 parking spaces on the remaining Seller’s Property, as depicted in **Exhibit “B”**. The construction of the paved parking lot on the Exchange Property shall commence no later than [REDACTED] days after the Closing Date, and the construction of the 29 parking spaces on the remaining Seller’s Property shall commence no later than [REDACTED] days after the Closing Date. The Buyer also agrees to provide Seller with an Access Easement from the Exchange Property and across other property owned by Buyer, to Main Street as to be constructed in accordance with the Main Street Extension Project.

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

I.

Purchase and Sale Agreement. Seller agrees to convey the Property as described in **Exhibit “A”** to Buyer, and Buyer agrees to the exchange terms outlined in Section C of the Introduction of this Agreement, as part of the Main Street Extension Project. The promises by Buyer and Seller stated in this Agreement are the consideration for the formation of this Agreement. The obligation of the Buyer contained herein are conditional on City Council of Pflugerville’s approval and acceptance of this Agreement. In the event the City Council does not approve this 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.

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III.

The Property. More or less as described in **Exhibit “A”** (+/-2.5692-acre Right-Of-Way) Lot 1, Of The Amended Final Plat Of Romans 8:28, according to the map or plat thereof recorded in Document No. 201900127, Official Public Records of 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 “A-1”)**, attached hereto and incorporated by reference for all purposes.

Access Easement. At closing, Buyer shall provide and execute an Access Easement across other property owned by Buyer, for Seller access from the Exchange Property to Main Street either through a separate Instrument of Conveyance or as established on a future plat.

Current Easement. For access to the Exchange Property from Pecan Street, in order for Buyer to construct the paved parking lot described in Section C of the Introduction to this Agreement, Buyer and any third-party contractors hired by Buyer shall be authorized to use the current shared access easement as shown on the Amended Final Plat of Romans 8:28, as referenced in Section III above, and as granted by Seller in the Shared Access Easement Agreement recorded as Document No. 2019101543 in the Official Public Records of Travis County, Texas.

Lease Agreement for Public Parking. Upon completion of construction of the parking lot to be installed on the Exchange Property, Buyer and Seller shall execute a Lease Agreement outlining the terms and conditions of the Buyer’s use of the parking lot on the Exchange Property.

V.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of this 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: First United Methodist Church of Pflugerville
P.O. Box 560
Pflugerville, Texas 78691

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. 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.

(Signature page follows)

EXECUTED this the ____ day of _____ 2024.

SELLER:

**FIRST UNITED METHODIST
CHURCH OF PFLUGERVILLE,**
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

BUYER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary