

**PURCHASE AGREEMENT**  
**FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased (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 **FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased**, ("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 10-acre tract recorded in Document No. 2005056379 of the Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of three (3) tracts as described in **Exhibit "A"** (+/-0.163-acre Right-of-Way); **Exhibit "B"** (+/-0.066-acre Public Utility Easement) and **Exhibit "C"** (+/-0.022-acre Temporary Construction Easement) hereafter collectively referred to as the "Property".

C. Seller is willing to convey and Buyer to purchase the Property for the ~~appraised~~ negotiated value of ~~\$42,185.00~~ **\$49,700.00**

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

**I.**

*Purchase and Sale Agreement.* For the Purchase Price, Seller agrees to sell and convey Property to Buyer, and Buyer agrees to buy and pay Seller for the Property as described in **Exhibit "A"** as part of the Kelly Lane 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.* ~~FORTY-TWO THOUSAND ONE HUNDRED EIGHTY-FIVE AND 00/100 (\$42,185.00)~~ **FORTY-NINE THOUSAND SEVEN HUNDRED AND 00/100 (\$49,700.00)** to be paid at closing.

**III.**

*The Property.* More or less three (3) tracts as described in **Exhibit "A"** (+/-0.163-acre Right-of-Way); **Exhibit "B"** (+/-0.066-acre Public Utility Easement) and **Exhibit "C"** (+/-0.022-acre Temporary Construction Easement) out of the 10-acre tract recorded in

Document No. 2005056379 of the Official Public Records of Travis County, Texas, attached hereto and incorporated by reference for all purposes.

**IV.**

*Deed.* 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.

*Easement Instrument(s).* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Public Utility Easement Agreement (Exhibit “B.1”)** and the **Temporary Construction Easement Agreement (Exhibit “C.1”)**, attached hereto and incorporated by reference for all purposes

**V.**

*Miscellaneous.*

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

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

Seller: Frank E. Martin  
8514 Cele Rd  
Manor TX 78653

*Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable

provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

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

that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

- I. *Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**EXECUTED** this the 11th day of February 2021.

**SELLER:**  
**Frank E. Martin III as Independent Executor  
of the Estate of Ardalia Ellen Stark Martin**

By: Frank E Martin III (exec)  
Frank E Martin III (exec) (Feb 11, 2021 15:26 CST)

**PURCHASER:**

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

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

**ATTEST:**

\_\_\_\_\_  
Karen Thompson, City Secretary

# P5a\_Martin\_Purchase Agreement

Final Audit Report

2021-02-11

Created:	2021-02-11
By:	Matt Friendshuh (mattf@7arrowsland.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdM12jMSxelbOPWMgGk0m3aFauidHw0YM

## "P5a\_Martin\_Purchase Agreement" History

-  Document created by Matt Friendshuh (mattf@7arrowsland.com)  
2021-02-11 - 9:09:32 PM GMT- IP address: 76.1.107.101
-  Document emailed to Frank E Martin III (exec) (femartin3@hotmail.com) for signature  
2021-02-11 - 9:10:04 PM GMT
-  Email viewed by Frank E Martin III (exec) (femartin3@hotmail.com)  
2021-02-11 - 9:24:09 PM GMT- IP address: 162.251.9.195
-  Document e-signed by Frank E Martin III (exec) (femartin3@hotmail.com)  
Signature Date: 2021-02-11 - 9:26:45 PM GMT - Time Source: server- IP address: 162.251.9.195
-  Agreement completed.  
2021-02-11 - 9:26:45 PM GMT