

Memorandum of Agreement

August 2, 2024

City of Montgomery, a political subdivision of the State of Texas County: Montgomery

101 Old Plantersville Road
Montgomery, Texas 77316

Highway No.: SH 105
Location: 101 Old Plantersville
Road, Montgomery, TX 77316
Project No.: R00004616
ROW CSJ No.: 0338-02-043
District: Houston
Parcel No.: P00073138.001 (68)

Dear Ms. Countryman,

You have indicated a willingness to sign a deed for your property which consists of 0.0517 acres located 101 Old Plantersville Road, Montgomery, Texas 77316.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$48,405.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following improvement(s) located on the remaining property out of which the above-described premises were originally a portion, to wit:

1 Brick Monument Sign & Planter

Grantors understand and agree that it will be necessary for the State to enter upon their remaining property out of which the above-described property was conveyed for the purpose of removing that portion of the above-described improvement(s) which is located on such Grantors' remaining property. Grantors hereby authorize the State, its agents or assigns, to enter upon such remaining property for the purpose of removing said improvement(s) and expressly waive all damages or claims that may result to the remaining property of the Grantors as a result of such entry and removal of said improvement(s). The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual

benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to Community National Title Company.

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Halff Associates, Inc.

Wendy Schwienteck, R/W-NAC, Right of Way Agent
on behalf of Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance.*"

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Sara Countryman, Mayor

Date