

Exhibit A

MEMORANDUM OF UNDERSTANDING FOR A RIGHT-OF-WAY PURCHASE

Date: November 16, 2019

Grantee: City of Tomball
Mailing Address: 501 James Street
Tomball, Texas 77375

Grantor: Duncan Harrison
Mailing Address: 8419 Creekside Timbers Drive
Tomball, TX 77375

Property: 4.393 acres, Outlots 284 and 286 of Tomball Outlots
HCAD Property ID: 0352880000435
TBD Persimmon St., Tomball, TX

Project: Medical Complex Drive and S. Persimmon Road Widening and Rehabilitation

Purpose:

This Memorandum of Understanding is entered into by and between *The City of Tomball (City)* and *Duncan Harrison (Grantor)*, owner of the above referenced Property.

The City has a public need for the construction of an east-west road thoroughfare to help relieve traffic circulation in the southern part of the City. Medical Complex Drive (Agg Road) will be improved and extended from S. Persimmon Street to Hufsmith-Kohrville Road, and further roadway extension and rehabilitation will occur on S. Persimmon Street. In addition, public utilities and sidewalks will be constructed and/or improved.

In order to accommodate this roadway construction and associated improvements, the City of Tomball will need to acquire portions of various parcels of land and/or easements from the landowners in the Project area. Based on title research and project design, the City has determined that a portion of the Property owned by Grantor will need to be acquired in relation to the Project.

The City has engaged Threshold Land Services, a professional right of way acquisition firm, to coordinate the purchase of these parcels and be your point of contact during this process. To avoid any possible misunderstanding as to the details of the Project and the process by which the City will acquire this property, we are outlining the following proposed terms:

1. Grantor agrees to convey fee simple title to a 0.2547 of one acre (11,096 square foot) tract of land to City out of a portion of Property (Parcel A-1).
2. Grantor agrees to convey a 0.3984 of one acre (17,355 square foot), twenty foot (20') wide easement to City out of a portion of Property (Parcel E-A1).
3. Details and location of the easement and fee simple grant shall be outlined in an easement and right of way deed, accompanied by a metes and bounds description and survey plat, both to be prepared by the City.

4. The purchase price for the two tracts are outlined as follows:

Parcel A-1: **0.2547** of one acre (11,096 square foot) *fee simple* X **\$1.25/SF** X **100%** = **\$13,870**

Parcel E-A1: **0.3984** of one acre (17,355 square foot) *easement* X **\$1.25/SF** X **50%** = **\$10,845 (rounded)**

Total Purchase Price: \$24,715

5. Grantor agrees to accept a credit for services against the sales price in the amount of \$24,715, the entire Purchase Price, and in exchange, the City agrees to extend City utilities to and through the limits of Grantor's Property lines along Persimmon Street and Agg Road. Further, the City agrees to waive the standard Tap Fees for connecting to these utilities, under the condition that the Property is developed within five years of the installation of the utilities.
6. The City, at its own cost, may order a survey and a title commitment covering the acquisition of Parcels. If the survey or the title commitment shows that any portion of the Property is subject to any lien, claim, encumbrance, reservation, restriction or other matter, the Parties agree and acknowledge that any taxes, liens, abstracts of judgment, or other encumbrances will be satisfied at Grantor's cost.
7. During the construction of Project, the City will be responsible for restoring all disturbed areas of surface of the easement area and/or any other portion of Grantor's Property to a condition substantially equal to the existing condition prior to the beginning of construction, provided the surface is damaged by construction.

All of the preceding terms are subject to final approval by the City. This is not a binding agreement, but it is necessary in order to avoid any possible misunderstanding as to the details of the property purchase or the process by which the City will make payment.

If Grantor and the City agree with the above proposed terms, please acknowledge by signing below.

GRANTOR: Duncan Harrison

Duncan Harrison
Date: 11-6-19

GRANTEE: City of Tomball

By: [Signature]
Printed: Robert S. Hinkle
Title: City Manager
Date: 9/22/2020

6