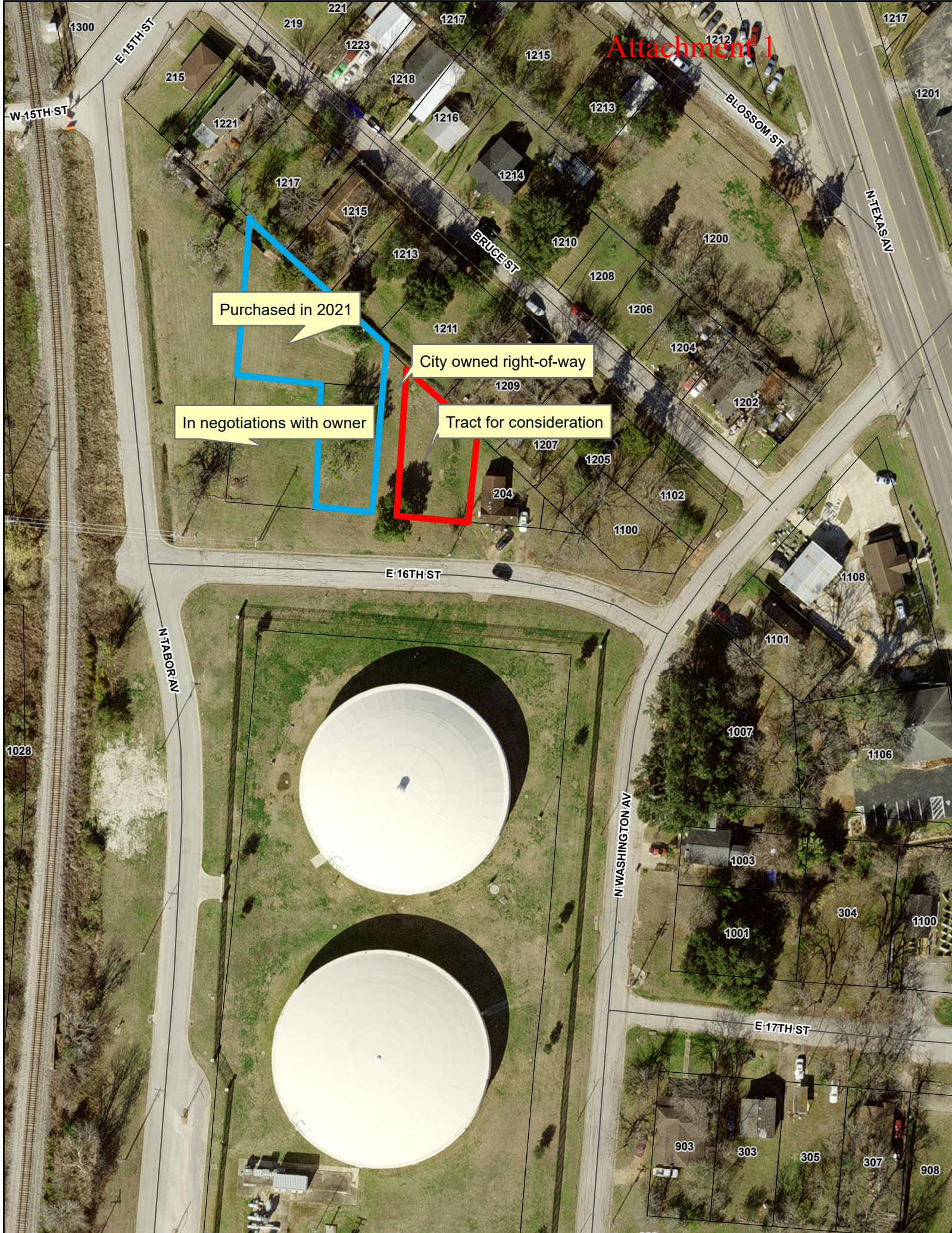


Attachment 1



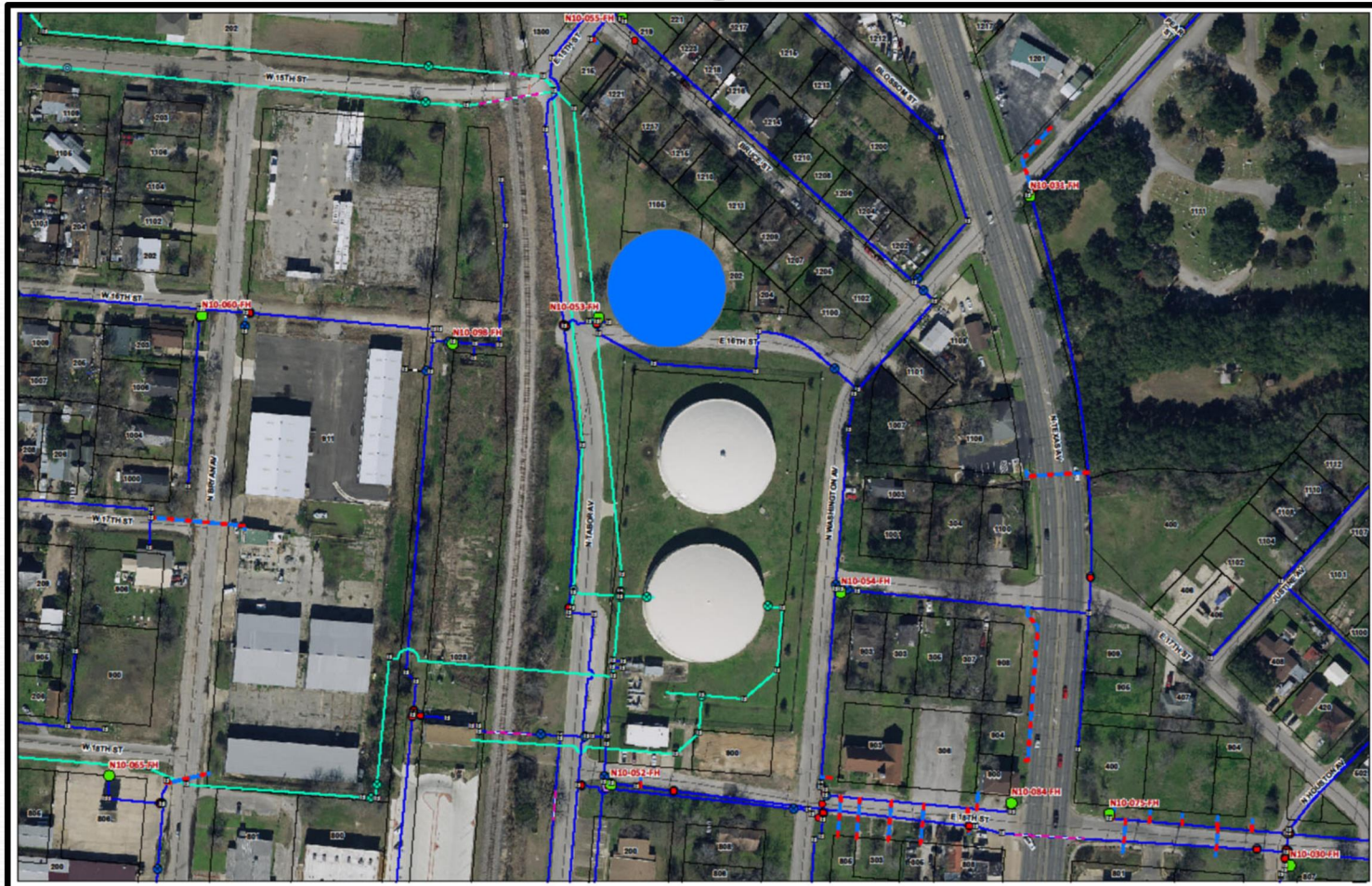
Purchased in 2021

City owned right-of-way

In negotiations with owner

Tract for consideration

Land for 5 MG Ground Storage Tank



MEMORANDUM OF AGREEMENT
FOR A FEE SIMPLE RIGHT OF WAY PURCHASE

Date: April 26, 2021

Grantee: City of Bryan
Mailing Address: 300 South Texas Avenue
Bryan, Texas 77803

Grantors: Estate of Ronald E. Corley

Elijah Corley, III
2818 Broadmoor Cr.
Missouri City, TX 77459

Russell L. Corley
13226 Trentwood
San Antonio, TX 78231

Estate of Iris L. Sells

Carey L. Corley
1203 Star Lake Drive
Missouri City, TX 77459

Estate of Hattie J. Haydel

Property: CITY OF BRYAN TOWNSITE, BLOCK 18, LOT 9, Prop. ID #22051, also known as 202 E 16th Street, Bryan, Brazos County, Texas ("Property")

Project: City of Bryan Water Facilities Improvements

This Memorandum of Agreement is entered into by and between the City of Bryan, Texas ("City") a home-rule municipal corporation and Estate of Ronald E. Corley, Elijah Corley III, Russell L. Corley, Estate of Iris L. Sells, Carey L. Corley, and Estate of Hattie J. Haydel ("Grantors"), owners of the above referenced Property (collectively "Parties").

WHEREAS, the City has a public need for the expansion of water production and storage facilities, the City will need to purchase portions of various parcels of land from the landowners in the Project area, including Grantors' Property; and

WHEREAS, the City engaged Threshold Land Services, a professional right of way acquisition firm, to coordinate the purchase of the right of way, and the terms of this Agreement were negotiated with Threshold and subject to approval by the City; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Grantors agree to convey all right, title and interest in Property, being described as *Los 9, Block 18, City of Bryan Townsite, Bryan, Brazos County, Texas, Property Tax ID #22051 also known as 202 E 16th Street, Bryan, Brazos County, Texas*
2. Further details of this Purchase and Sale of Property shall be outlined in a forthcoming Sales Agreement and General Warranty Deed with survey plat, to be prepared by the City.
3. The purchase price for the Property is **\$25,000**.
4. The City, at its own cost, will order a survey and a title policy covering the purchase of Property. If the survey or the title commitment show 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 out of the proceeds of the sale. With the exception of the foregoing, the City shall be responsible for all closing costs. If it is determined that Grantors do not have clear title to the Property, the City may terminate this Agreement at any time.
5. All of the preceding terms are subject to 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. All property purchases by the City are subject to prior approval of the City Manager and City Council.

If you agree with the terms proposed by Threshold Land Services, please indicate by signing below. This agreement may be signed in multiple counterparts each having equal weight and dignity. If the parties execute this agreement on different dates, the later date shall be the effective date of this agreement for all purposes.

EXECUTED this 26th day of April, 2021.

GRANTORS:

Estate of Ronald E. Corley

By: Dorothy L. Corley
Its: Spouse

Elijah. Corley

Russell L. Corley

Estate of Iris L. Sells

By: _____

Its: _____

Carey L. Corley

Estate of Hattie J. Haydel

By: _____

Its: _____



LETTERS TESTAMENTARY
THE STATE OF TEXAS
PROBATE COURT

CAUSE NO. **PR-14-01884-1**
ESTATE OF RONALD EUGENE CORLEY, DECEASED

I, **JOHN F. WARREN**, County Clerk and Clerk of the County and Probate Courts, in and for said County, do hereby certify that on the **28th day of July, 2014**

DOROTHY CORLEY

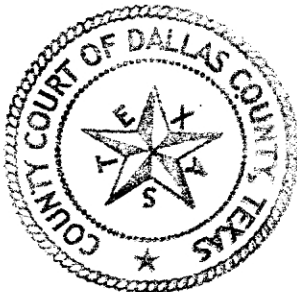
was appointed Independent Executor, without bond, of the Will and Estate of:

RONALD EUGENE CORLEY, Deceased

and that said appointee is fully and legally authorized and empowered to act as the Independent Executor, without bond, of the Will and of the above named estate, having qualified by filing the oath on the **28th day of July, 2014.**

I further certify that said appointment is still in full force and effect.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, this 28th day of July, 2014.



JOHN F. WARREN, County Clerk
Dallas County, Texas

By: Taylor Trice, Deputy
Taylor Trice

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EXECUTED this 25th day of APRIL, 2021.

GRANTORS:

Estate of Ronald E. Corley

By: _____

Its: _____

Elijah Corley
Elijah Corley

Russell Corley
Russell L. Corley

MEMORANDUM OF AGREEMENT
FOR A FEE SIMPLE RIGHT OF WAY PURCHASE

Date: APRIL 25, 2021

Grantee: City of Bryan
Mailing Address: 300 South Texas Avenue
Bryan, Texas 77803

Grantors: Estate of Ronald E. Corley

Elijah Corley, III
2818 Broadmoor Cr.
Missouri City, TX 77459

Russell L. Corley
13226 Trentwood
San Antonio, TX 78231

Estate of Iris L. Sells

Carey L. Corley
1203 Star Lake Drive
Missouri City, TX 77459

Estate of Hattie J. Haydel

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Project: City of Bryan Water Facilities Improvements

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EXECUTED this 25th day of APRIL, 2021.

GRANTORS:

Estate of Ronald E. Corley

By: _____
Its: _____

Elijah. Corley

Russell Corley

Russell L. Corley

Estate of Iris L. Sells

By:

Its:

Reign Scald
Carey L Corley
Carey L. Corley

Estate of Hattie J. Haydel

By:

Its:

Russell Corley

