

**MEMORANDUM OF AGREEMENT FOR  
PROPOSED SPECIAL WARRANTY DEED**

**Date:** December 11, 2013  
**Grantee:** The City of Bryan (City)  
**Grantor:** Doris Johnson Jones  
**Address:** 5351 Creely Avenue  
Richmond, CA 94804  
**Parcel No.:** BCAD #29843  
**Location:** 1526 Dansby St.  
Bryan, TX 77803  
**Project:** Waco Street Extension Project

Dear Ms. Doris Johnson Jones:

As you are aware, the City of Bryan is planning a project to extend and expand Waco St. in Bryan, TX. This project requires purchasing the property located at 1526 Dansby St. The city is interested in buying your interest in the property. In order to avoid any misunderstanding, I have listed the agreed upon terms below:

1. Grantor will execute a Special Warranty Deed to the City of Bryan conveying all of her right, title and interest in the property located at 1526 Dansby St. (R# 29843).
2. The agreed upon purchase price for the land is \$15,784.52. The City has agreed to release the existing liens on the property listed below totaling \$5,603.48 and pay the outstanding property tax totaling \$181.04 out of the purchase price. That leaves the net purchase price for the lot at \$10,000.00
3. The City will pay Grantor \$5,000 as consideration for her pro rata share of the property, which is 50%.
4. The City will release a Lien for Demolition filed against the property in the amount of \$5,056.30 dated December 8, 2008 recorded in Volume 8984, Page 291, of the Official Records of Brazos County, Texas.
5. The City will release a Lien for Clean-up filed against the property in the amount of \$272.06 dated April 15, 2010 recorded in Volume 9601, Page 223, of the Official Records of Brazos County, Texas.
6. The City will release a Lien for Clean-up filed against the property in the amount of \$275.12 dated October 25, 2010 recorded in Volume 9905, Page 113, of the Official Records of Brazos County, Texas.
7. The City will pay for all closing cost and filing fees.
8. Grantor shall execute the Special Warranty Deed. The final form of the Special Warranty Deed is attached to this agreement along with survey (Exhibit A). Upon receipt of the executed deed, Threshold will prepare a check request and submit same to the City. This process generally takes 21 business days.

If you agree with the terms proposed by Threshold Land Services, please indicate by signing below.

Sincerely,

Josh Jeter

I have read the above statements by Threshold Land Services. I agree with the terms as stated above.

\_\_\_\_\_

Doris Johnson Jones

\_\_\_\_\_

Date

**SPECIAL WARRANTY DEED**

STATE OF TEXAS           §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZOS       §

THAT DORIS JOHNSON JONES, an individual residing in Contra Costa County, California, hereinafter referred to as Grantor, for and in consideration of the mutual benefits to be derived which are hereby acknowledged, and for which no lien is retained, either express or implied, has this day and by these presents does CONVEY to the City of Bryan, Texas, a home-rule municipal corporation, hereinafter referred to as Grantee the following:

BEING Lot Number Fourteen (14) in Block Number One (1) of the James Addition to the City of Bryan, Brazos County, Texas, according to the plat thereof recorded in Volume 38, Page 359, Deed Records of Brazos County, Texas, and being the same property heretofore conveyed by J.W. Batts to Paul Scott and wife, Buetta Scott, by deed dated February 10, 1944, duly recorded in Volume 115, Page 196, Deed Record, Brazos County, Texas. Said land being more particularly described in plat in "Exhibit A" attached hereto and incorporated herein for all purposes.

There is reserved unto Grantor, Grantor’s successors and assigns, all of the oil and gas, and other minerals, now owned by Grantor, in, on and under, and that may be produced from the described property; provided, however, Grantor hereby waives any rights which Grantor, Grantor’s successors or assigns have for ingress, egress or regress on, over or across the surface of the described property for purposes of drilling, mining for or conducting any operations for oil, gas or other like minerals or using the same for storage or for the transportation of oil, gas or other like minerals, or to use such property as a means of access or travel or in any manner disturb the surface of such property, and any future lease executed by Grantor, Grantor’s successors and assigns covering all or any portion of the described property shall contain these restrictions.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

Grantor expressly warrants title to the hereinabove described property and conveys same to Grantee free and clear of any and all liens or encumbrances of any



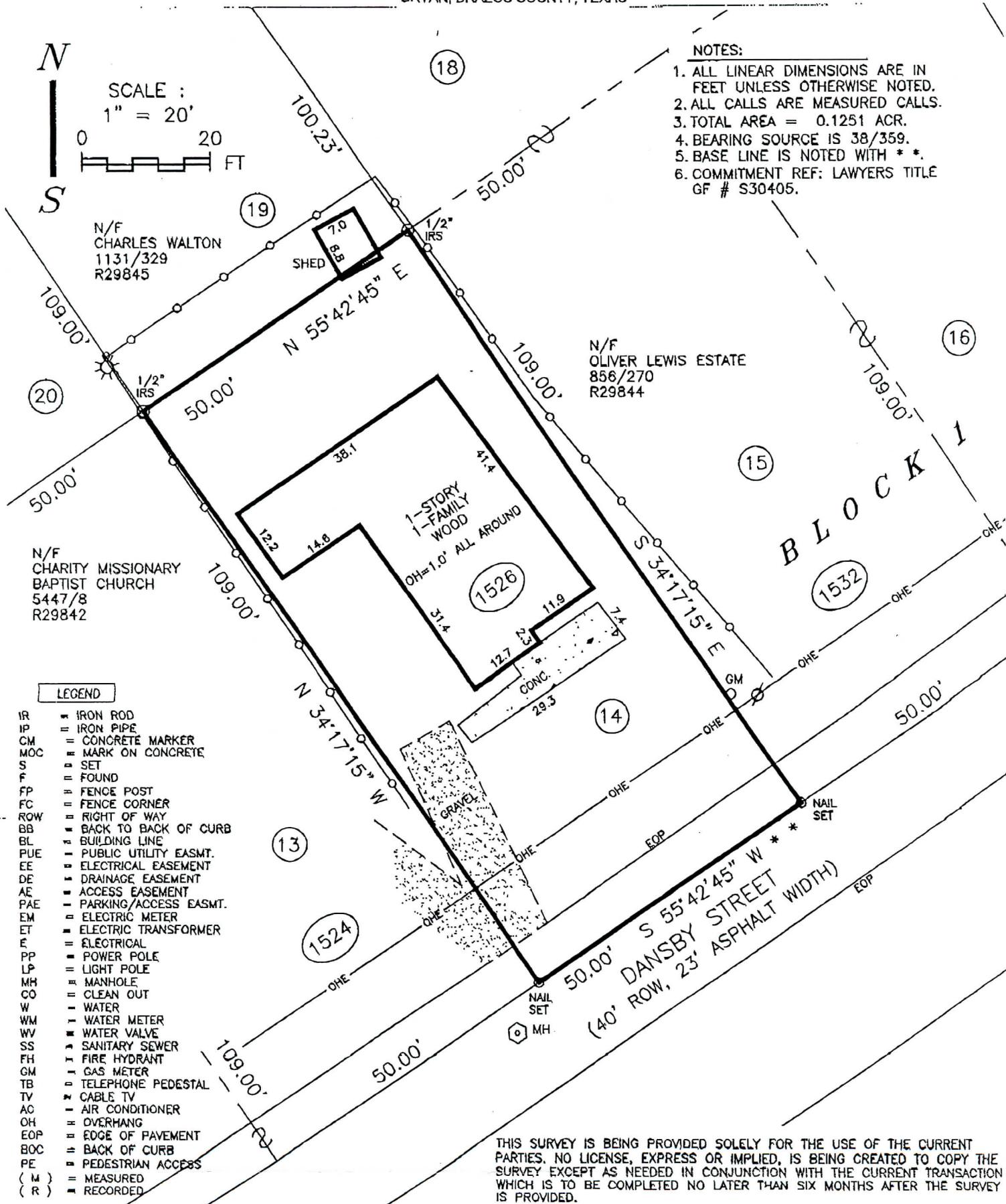
# Exhibit A

## GALINDO ENGINEERS AND PLANNERS, INC.

3833 South Texas Ave., Suite 213 Bryan, Texas 77802 (979) 846-8868

2-08-01

BRYAN COMMERCE & DEVELOPMENT, INC  
 1526 DANSBY STREET  
 LOT 14, BLOCK 1  
 JAMES ADDITION  
 BRYAN, BRAZOS COUNTY, TEXAS



THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES. NO LICENSE, EXPRESS OR IMPLIED, IS BEING CREATED TO COPY THE SURVEY EXCEPT AS NEEDED IN CONJUNCTION WITH THE CURRENT TRANSACTION WHICH IS TO BE COMPLETED NO LATER THAN SIX MONTHS AFTER THE SURVEY IS PROVIDED.

This is to certify that January 31, 2008, a survey was completed under my supervision and control on the ground of the property legally described as Lot 14, Block 1, James Addition, City of Bryan, Texas, according to the plat thereof recorded in Volume 38, Page 359, Deed Records, Brazos County Texas, and that this plat is true with that survey.

This also certifies that, to the best of my knowledge based on the information currently available to me, there are no building structures, building structures intrusions or protrusions, apparent conflicts or visible evidence of easements other than what is shown hereon. Furthermore, as shown on FEMA's FIRM Map # 48041 C 0133 C for Brazos County, Texas, dated July 2, 1992, this property does not lie within an identified 100-year flood plain.

*Christian Galindo*  
 CHRISTIAN A. GALINDO, P.E. # 53425, R.P.L.S. # 4473  
 January 31, 2008  
 Copyrighted 2008 Christian A. Galindo



**MEMORANDUM OF AGREEMENT FOR  
PROPOSED SPECIAL WARRANTY DEED**

**Date:** December 11, 2013  
**Grantee:** The City of Bryan (City)  
**Grantor:** Naomi Johnson  
**Address:** 1902 Carroll Circle  
Bryan, TX 77803  
**Parcel No.:** BCAD #29843  
**Location:** 1526 Dansby St.  
Bryan, TX 77803  
**Project:** Waco Street Extension Project

Dear Ms. Naomi Johnson:

As you are aware, the City of Bryan is planning a project to extend and expand Waco St. in Bryan, TX. This project requires purchasing the property located at 1526 Dansby St. The city is interested in buying your interest in the property. In order to avoid any misunderstanding, I have listed the agreed upon terms below:

1. Grantor will execute a Special Warranty Deed to the City of Bryan conveying all of her right, title and interest in the property located at 1526 Dansby St. (R# 29843).
2. The City will pay Grantor \$500 as consideration for her interest in the property, which is agreed to be a 16.67% Life Estate.
3. The City will release a Lien for Demolition filed against the property in the amount of \$5,056.30 dated December 8, 2008 recorded in Volume 8984, Page 291, of the Official Records of Brazos County, Texas.
4. The City will release a Lien for Clean-up filed against the property in the amount of \$272.06 dated April 15, 2010 recorded in Volume 9601, Page 223, of the Official Records of Brazos County, Texas.
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If you agree with the terms proposed by Threshold Land Services, please indicate by signing below.

Sincerely,

Josh Jeter

I have read the above statements by Threshold Land Services. I agree with the terms as stated above.

\_\_\_\_\_  
Naomi Johnson

\_\_\_\_\_  
Date

## SPECIAL WARRANTY DEED

STATE OF TEXAS           §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZOS       §

THAT NAOMI JOHNSON, an individual residing in Brazos County, Texas, hereinafter referred to as Grantor, for and in consideration of the mutual benefits to be derived which are hereby acknowledged, and for which no lien is retained, either express or implied, has this day and by these presents does CONVEY to the City of Bryan, Texas, a home-rule municipal corporation, hereinafter referred to as Grantee the following:

BEING Lot Number Fourteen (14) in Block Number One (1) of the James Addition to the City of Bryan, Brazos County, Texas, according to the plat thereof recorded in Volume 38, Page 359, Deed Records of Brazos County, Texas, and being the same property heretofore conveyed by J.W. Batts to Paul Scott and wife, Buetta Scott, by deed dated February 10, 1944, duly recorded in Volume 115, Page 196, Deed Record, Brazos County, Texas. Said land being more particularly described in plat in "Exhibit A" attached hereto and incorporated herein for all purposes.

There is reserved unto Grantor, Grantor's successors and assigns, all of the oil and gas, and other minerals, now owned by Grantor, in, on and under, and that may be produced from the described property; provided, however, Grantor hereby waives any rights which Grantor, Grantor's successors or assigns have for ingress, egress or regress on, over or across the surface of the described property for purposes of drilling, mining for or conducting any operations for oil, gas or other like minerals or using the same for storage or for the transportation of oil, gas or other like minerals, or to use such property as a means of access or travel or in any manner disturb the surface of such property, and any future lease executed by Grantor, Grantor's successors and assigns covering all or any portion of the described property shall contain these restrictions.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

Grantor expressly warrants title to the hereinabove described property and conveys same to Grantee free and clear of any and all liens or encumbrances of any kind whatsoever except as to easements, rights-of-way, and prescriptive rights, of

record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases but only as to the oil and gas not the surface use, mineral severance, and other instruments that affect the property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements;

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of DECEMBER, 2013 A.D.

**GRANTOR**

\_\_\_\_\_  
Naomi Johnson

STATE OF TEXAS     §  
                                  §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 20\_\_, by Naomi Johnson an individual known to me, on his own behalf and for the purposes stated herein.

\_\_\_\_\_  
Notary Public, State of Texas

**After recording return to:  
City of Bryan  
City Secretary's Office  
P.O. Box 1000  
Bryan, Texas 77805-1000**

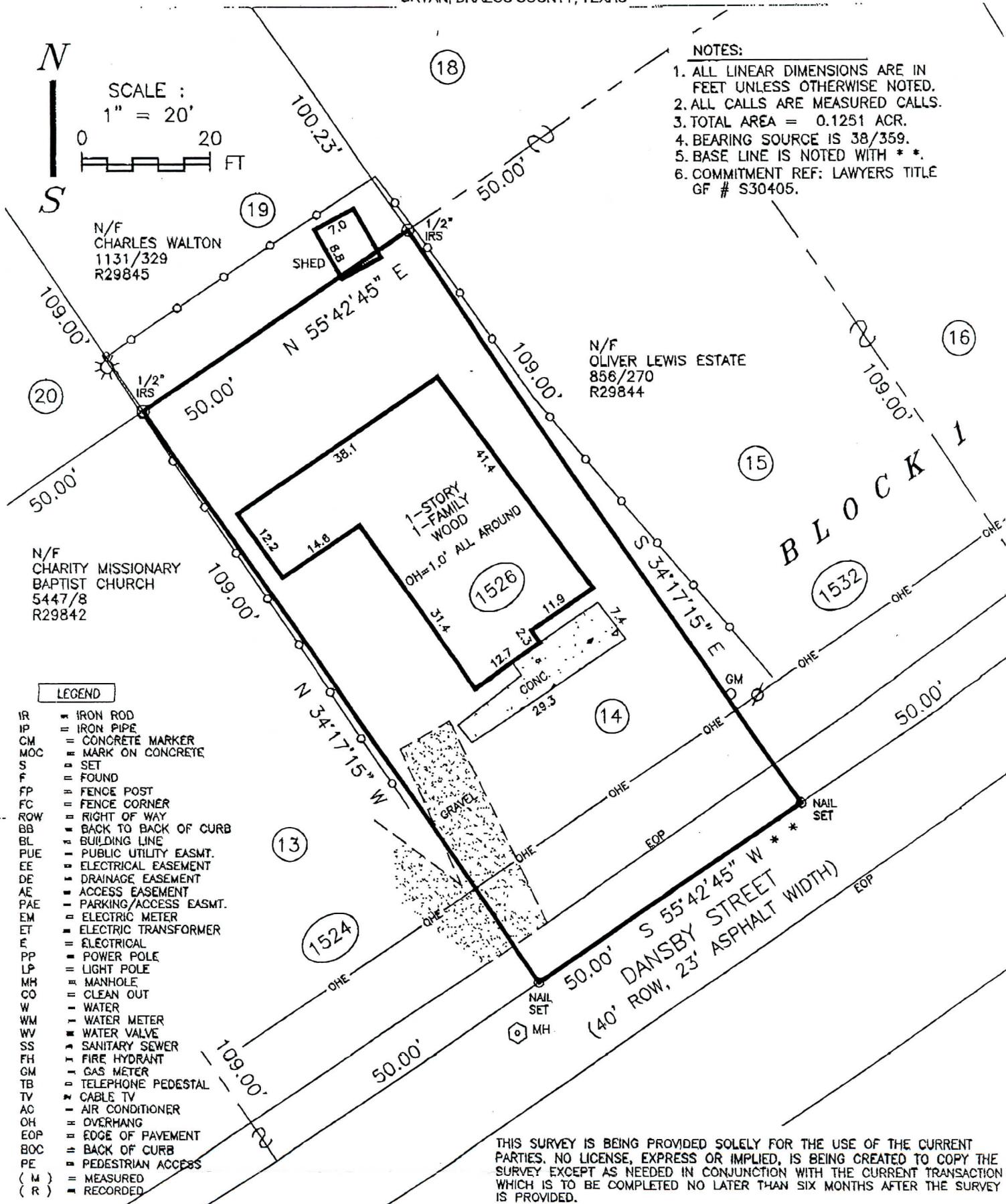
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*Christian Galindo*  
 CHRISTIAN A. GALINDO, P.E. # 53425, R.P.L.S. # 4473  
 January 31, 2008  
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