

## MEMORANDUM OF AGREEMENT

March 26, 2021

Walter Ponder  
Eighth Street Baptist Church  
215 Martin Luther King, Jr. Drive  
Temple, TX 76501

**Re: City of Temple's purchase of your property at 111 S. 6<sup>th</sup> Street (Bell CAD ID 56219) & 114 S. MLK, Jr. Drive, Temple, Texas, Bell CAD ID 56221**

Dear Mr. Ponder:

The City of Temple (City) has offered to pay Eighth Street Baptist Church (Owner) **One Hundred Thousand and 00/100 DOLLARS (\$100,000.00)** in exchange for the property referenced above and legally described as being Lots 6-10 and PT Lot 17 (S 1/3' of 17) and Lots 18-20, Block Thirty-three (33) of Roach Addition, in the City of Temple, Bell County, Texas.

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 City will make payment. The payment of **One Hundred Thousand and 00/100 DOLLARS (\$100,000.00)** as herein agreed will constitute full payment by the City for the property referenced above to be conveyed to the City.

Additional Provisions:

Such payment and this Memorandum of Agreement are subject to the approval of the City Council. If this Memorandum of Agreement is not approved by the City Council, it may be terminated by the City.

**BY SIGNING BELOW, OWNER HEREBY AGREES** to sign a **general warranty deed** for the property referenced above;

**SAVE and EXCEPT, HOWEVER**, it is expressly understood and agreed that Owner is retaining title to the following improvements located on the property described above to wit: NONE.

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

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.

After the execution of this agreement and prior to closing, the City will provide Owner with a general warranty deed for review. Closing will take place within 30 days after Council approval. \_\_\_\_\_ has been designated as the City's closing agent and is responsible to see that the City obtains clear title. They will not endorse the check and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the check and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Brynn Myers  
City Manager

I fully understand the City of Temple's offer as contained in this agreement and I agree to the terms set forth above. By signing below, I accept the City's offer of **One Hundred Thousand and 00/100 DOLLARS (\$100,000.00)** in exchange for a general warranty deed to the property described above.

For Eighth Street Baptist Church

By: 

Name: Walter Ponder

Title: Trustee, Chairman

April 19, 2021

Date