

LETTER AGREEMENT

This Letter Agreement (the "Agreement") is made by and between Tertia June Tucker Emerson ("Grantor"), 415 East Huisache Avenue, San Antonio, Texas 78212-5306 (address), and the City of San Marcos, Texas ("City"), 630 East Hopkins Street, San Marcos, Texas 78666 to be effective as of the date executed by both parties below (the "Effective Date").

I. Recitals

1. The City requires a **1.075-acre (46,835 square foot)** area for a Public Utility Easement and a **0.541 acre (23,562 square foot)** Temporary Construction Easement on property owned by Grantor in connection with the Hwy 80 Merged Projects #661 & 555 Project (together they are the "Project").
2. Grantor has agreed to Grant a Wastewater Line and Recycled Water Line Easement and a Temporary Construction Easement to the City, subject to the terms of this Agreement.

II. Agreement

1. Together with this Agreement, Grantor has executed a Wastewater Line and Recycled Water Line Easement and a Temporary Construction Easement in favor of the City, which is attached hereto and made a part hereof for all purposes (the "Easement"). The Easement grants certain rights to the City across a portion of real property owned by Grantor, described in the Easement as the "Easement Area." In addition, the City has agreed to the following conditions:

- The City will use its best efforts to coordinate with the resident occupying the property owned by Grantor and the tenant farmer utilizing the property owned by Grantor to provide at least 24 hour notice of impacts to ingress and egress and shall use reasonable efforts to minimize disruption of their uses.
- The City will replace and or repair any section of fence taken down to construct or maintain the Easement with a fence and a gate that matches the Highway 80 Utility Project Miscellaneous Details File Name WTU-PP-DT-01 .dwg, provided however that the gate shall be a 35 foot opening double swing gate, along with a concrete entry way and culvert sufficient to accommodate drainage at the entry location

- The City will restore all areas affected by the Project to the condition prior to the commencement of the Project or better.
- The City will ensure that soil removed from the spoil pit to be constructed during the Project is protected and replaced in its original order and condition, including the preservation and restoration of topsoil.
- In the future when the property is in the service area the City will install a wastewater connection and meter to service the residence on the property at no charge to Grantor.

If the City's contractor is unable to complete the work, the City will complete the project with City Employees and City Equipment.

2. As compensation to the Grantor for the Easement, the City agrees to pay Grantor the sum of **\$125,000.00** for the Easement, payable at closing of the Recorded Easement. The City will deliver this Agreement, the Easement and payment under this paragraph to the Grantor.

3. The City will pay for all expenses associated with the recording of the Deed.

4. The City's obligation to accept the Easement and pay Grantor is subject to the City's review and acceptance, in its sole discretion, of the state of title of the Easement Area, including evidence of Grantor's authority to grant the Easement and subject to the completion of any environmental investigations. If the City determines that the state of title or condition of the Easement Area is unacceptable, it may extend the time for payment of compensation to Grantor by the amount of time reasonably necessary to cure any objections the City may have or terminate this Agreement, in which event the Easement will not be accepted or recorded by the City.

5. **Subject to Approval:** The effectiveness of this agreement is subject to its approval by the San Marcos City Council, in its sole discretion.

This Agreement is an arms' length agreement between the parties. The compensation was bargained on the basis of an "AS IS WHERE IS" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except those in this Agreement and the closing documents.

Grantee is not relying on any representations, disclosures, or express or implied warranties other than those expressly contained in this Agreement and the closing documents. Grantee is not relying on any information regarding the Property provided by any person, other than Grantee's own inspection and the representations and warranties contained in this Agreement and the closing documents.

EXECUTED to be effective as of the date of the last signature below.

GRANTOR:

Tertia June Tucker Emerson
Tertia June Tucker Emerson

Date: 1/29/2025

CITY:

Stephanie Reyes, City Manager

Date: _____