

May 14, 2019

Lucio J. Cantu, CCIM  
L I B Holdings  
1250 NE Loop 410 STE 330  
San Antonio, Texas 78209-1550

Re.: Memorandum of Agreement  
City of Schertz FM 1103 Water and  
Wastewater Relocation and Installation  
Comal County  
Property ID75332

Dear Property Owner:

You have indicated a willingness to sign a Water and Wastewater Easement Agreement for your property which consists of approximately 1,526.1 square feet located in the Rafael Garza Survey No. 98 Abstract No. 175, Comal 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 of Schertz ("City") will make payment. The payment of **\$38,152.50** as herein agreed will constitute full payment to be made by the City for the Water and Wastewater Easement.

City and the owner have agreed to the following provisions:

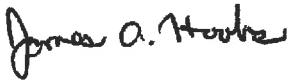
Until payment is made by the City, title and possession of the easement property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the City shall have the right to terminate this agreement.

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.

The City, without cost to the owner, will pay the cost of recording all required instruments.

It is suggested that you carefully review the proposed Easement and satisfy yourself as to their provisions. With your signing of this agreement and execution of the Easement, the City will proceed with the issuance of a check.

Sincerely,



James A. Hooks  
Interim Public Works Director  
City of Schertz

I/ (We) fully understand the proposal as contained in this agreement.

By: \_\_\_\_\_

\_\_\_\_\_  
SSN or FEI

\_\_\_\_\_  
Date