



**RIGHT-OF ENTRY ACCESS AGREEMENT**  
**(WATER AND SEWER)**

City of Laredo

P.O. Box 6455  
Laredo, Texas 78042

The undersigned Raul Valdez, successors and assigns, hereinafter called the “Owner/Owner Representative,” for good and valuable consideration, hereby grants to the City of Laredo, hereinafter called the “City” a right-of-entry to parcels listed below:

A 20-foot wide temporary construction easement containing 68,593.67 sq. ft. more or less out of

-Remaining Portion of Tract 5 490.78 Acre Tract Cuatro Vientos South, Ltd. V.4225, P.242 Webb County, Texas (as depicted on the attached Exhibit X)

-Remaining Portion of a Certain Called 22.28 Acre Tract of Land Conveyed to Buena Vista Ranch Land Development Co., LLC, V.5395, P.326 Webb County, Texas (as depicted on the attached Exhibit X)

-Remaining Portion of Tract 3 60.80 Acre Tract Cuatro Vientos South, Ltd. V.4225, P.242 Webb County, Texas (as depicted on the attached Exhibit X)

In accordance with the following terms and conditions:

1. Owner hereby grants to the City, its employees, agents and contractors, an irrevocable right to enter upon the lands hereinafter described, at any time within a period of three hundred sixty five (365) days from the date of this instrument, in order to perform the construction and installation of a sanitary sewer line on Owner’s land in the defined area as more particularly depicted on the attached Exhibits A and B. The purpose of this undertaking is to allow the City to construct the sanitary sewer system that will serve the Buena Vista Sport Complex and surrounding subdivisions. The term of three hundred sixty-five (365) days is being sought to allow for schedule fluctuations and weather conditions or unexpected events.
2. Notices will be given to the Owner, or Owner’s representatives, prior to field activities. The information request below must be completed by the property owner **(please print or type clearly)**:

**NAME:**\_\_\_\_\_ **TITLE:**\_\_\_\_\_

**TELEPHONE:**\_\_\_\_\_

**EMAIL:** \_\_\_\_\_

3. The Owner agrees to notify any and all tenants, lessees, caretakers or other interested parties that Owner hereby grants permission to the City under the terms of this agreement.
4. All tools, equipment, improvements, and other property taken upon or placed upon the land by the City shall remain the property of the City and may be removed by the City or its contractors at any time within a reasonable period prior to the expiration of this right-of-entry.
5. The parties agree that, if any action of the City employee or agents in the exercise of this right-of-entry, results in the damages to the real property, the City shall repair such damage and make an appropriate settlement with the Owner. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under laws for any damages.
6. The City of Laredo will provide reports as required by Texas Government Code section 402.031 and Chapter 21 of the Texas Property Code.
7. The land affected by this Right of Access to conduct a Survey is located and described as:

**-Remaining Portion of Tract 5 490.78 Acre Tract Cuatro Vientos South, Ltd. V.4225, P.242 Webb County, Texas (as depicted on the attached Exhibit X)**

**- Remaining Portion of a Certain Called 22.28 Acre Tract of Land Conveyed to Buena Vista Ranch Land Development Co., LLC, V.5395, P.326 Webb County, Texas (as depicted on the attached Exhibit X)**

**-Remaining Portion of Tract 3 60.80 Acre Tract Cuatro Vientos South, Ltd. V.4225, P.242 Webb County, Texas (as depicted on the attached Exhibit X)**

8. Cuatro Vientos South, Ltd. and Buena Vista Ranch Land Development Co., LLC shall simultaneously execute a permanent utility and access easement as provided for therein.

9. Cuatro Vientos South, Ltd., Buena Vista Ranch Land Development Co., LLC and successors and assigns, have agreed to convey said easements to the City of Laredo for a (\$5.00) five dollar per square foot credit towards the L.U.E. charges for the property affected by the easement. The sewer/water L.U.E. credits related to same for the sewer/water line easements shall be at least \$358,452.55, but such amount shall be adjusted upwards should the sewer easement survey confirm additional square footage/compensation. As a result, the total L.U.E. credits for Cuatro Vientos South, Ltd., Buena Vista Ranch Land Development Co., LLC, its successors and assigns, on the property affected by these easements pursuant to this Section 9 shall be at least \$358,452.55, but such amount shall be adjusted upwards should the sewer easement survey confirm additional square footage/compensation.



The undersigned hereby warrants that by their signature, they are the Owner(s)/ representatives of said land/ or that they have the legal authority to grant a right-of-entry subject to the aforementioned terms and conditions.

**LAND OWNER/REPRESENTATIVES**

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**Print Name**

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**Signature**

**WITNESS BY MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

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**Notary Signature**

**(Notary Seal)**

**LAND OWNER/REPRESENTATIVES**

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**Print Name**

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**Signature**

**WITNESS BY MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Notary Signature**

**(Notary Seal)**

**CITY OF LAREDO REPRESENTATIVE**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

**WITNESS BY MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Notary Signature**

**(Notary Seal)**