

# **EASEMENT AGREEMENT**

STATE OF TEXAS §  
§  
§  
COUNTY OF WEBB §

THIS EASEMENT PURCHASE AGREEMENT (this “Agreement”) is between **Summers Family Partnership**, a Texas general partnership (“Seller”), and the **City of Laredo**, a home rule municipal corporation located in Webb County, State of Texas (“Buyer” or “City”).

## I.

1.01 **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase

(i) An access Easement on or across the following described real property (the "Access Easement"):

The land located in Webb County, Texas, with a physical address of E/S Cuatro Vientos Road, Laredo, Texas 78046, more particularly described within **Exhibit "A"** attached and incorporated for all purposes; and

(ii) a Water Line Easement on or across the following described real property (the "Water Line Easement"):

The land located in Webb County, Texas, with a physical address of E/S Cuatro Vientos Road, Laredo, Texas 78046, more particularly described within **Exhibit "B"** attached and incorporated for all purposes; and

(iii) a Temporary Construction Easement on or across the following described real property (the "Temporary Construction Easement"):

The land located in Webb County, Texas, with a physical address of E/S Cuatro Vientos Road, Laredo, Texas 78046, more particularly described within **Exhibit "C"** attached and incorporated for all purposes; and

**1.02 Easements.** Buyer and Seller agree the Access Easement will be in the form attached as **Exhibit “A”**, Water Line Easement will be in the form attached hereto as **Exhibit “B”** Temporary Construction Easement will be in the form attached hereto as **Exhibit “C”**, (the Access Easement, Water Line Easement and the Temporary Construction Easement collectively called, the Easements), which are incorporated for all purposes.

## II. Consideration

**201 Purchase Price.** The Buyer agrees to pay the Seller the sum of **\$200,770** (two hundred thousand seven hundred seventy dollars and zero cents), the receipt and sufficiency of

which are hereby acknowledged by the Seller.

2.02 **Eminent Domain.** Seller and the Buyer agree that the Easements are being sold and conveyed to the City under the imminence of condemnation, as that term is used in the Internal Revenue Code, Title 26, United States Code.

**III.**  
**Closing**

3.01 **Closing.** Seller will execute and deliver the Easements in the form attached as **Exhibits “A”, “B” and “C”** to Buyer, and sign and deliver all documents that are reasonably required to close the sale and purchase of the Easements by Buyer. Buyer will deliver all documents that are required to close the sale and purchase of the Easements. Seller and the City will finalize the transaction by closing on or before sixty (60) days after the effective date of this Agreement, which date is hereinafter referred to as the “Closing Date”. The Closing Date may be extended upon agreement by the Seller and the City. The Purchase Price shall be paid by Buyer to Seller on the Closing Date in good funds.

3.02 **Closing Costs.** At the Closing, Buyer will pay all closing costs. Seller will pay Seller's legal expenses, if any.

3.03 **Joinder by Tenant.** To the knowledge of Seller, there are no leasehold interests affecting the real property comprising the Easements. If necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

**IV.**  
**Miscellaneous**

4.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

4.02 **Binding.** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller. The validity of this Agreement is contingent upon City Council approval.

4.03 **Effective Date.** This Agreement is effective on the last date that both Seller and Buyer have executed this Agreement.

4.04 **Addresses.** The addresses of Buyer and Seller are:

Seller:

Summers Family Partnership  
Address: 109 Canterbury Ln, Laredo, TX, 78041-2660  
Attn: Robert H. Summers

Buyer:

City of Laredo  
1110 Houston St., 3<sup>rd</sup> Floor  
Laredo, Webb County, Texas 78040  
Attn: Office of Real Estate Division

4.05 **Law and Venue.** This Agreement is governed by the laws of the State of Texas, and is performable in Webb County, Texas.

This Agreement has been signed by Buyer and Seller on the dates appearing below each signature.

**SELLER:**

SUMMERS FAMILY PARTNERSHIP  
A TEXAS GENERAL PARTNERSHIP

By: \_\_\_\_\_  
Name: Robert H. Summers  
Title: Managing Partner

**BUYER:**

CITY OF LAREDO, a Texas home rule municipal corporation

By: \_\_\_\_\_  
Name: Joseph Neeb  
Title: City Manager

## EXHIBIT A

### ACCESS EASEMENT

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**ACCESS EASEMENT**

**STATE OF TEXAS      §**  
**§**  
**COUNTY OF WEBB      §**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT Summers Family Partnership.**, a Texas general partnership of Webb County, Texas (called "Grantors" whether one or more), in consideration of the sum of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Laredo, the receipt and sufficiency of which is acknowledged have this day **GRANTED AND CONVEYED**, and by these presents do **GRANT AND CONVEY**, unto the City of Laredo, a municipal corporation situated in the County of Webb ("Grantee" or "City of Laredo") and whose address is 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Webb County, Texas 78040, **ATTN:** Office of Real Estate Services an easement to construct, use, maintain, and replace an access way over, upon, and across the following described land:

All that parcel of land, situated in Webb, County, Texas, described in the attached **EXHIBIT "A"** and made a part hereof for all purposes ("Property").

**TO HAVE AND TO HOLD** the same perpetually to the City of Laredo, and its successors and assigns, together with the right and privilege at any and all times to enter the Property, or any part thereof, to construct, use, maintain, and replace the access way, however, that Grantor reserves the right to enter upon and use the Property, but in no event shall Grantors (i) use the Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building or irrigation systems on any portion of the Property. Grantee shall be obligated to restore the surface of the Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, parking surface, fencing, or similar surface improvements located upon or adjacent to the Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of

the easement granted hereunder provided to a like or better condition as they existed upon the execution of this easement, however, that Grantee shall not be obligated to restore or replace irrigation systems or other additional improvements (other than replacement or repair of existing improvements) installed subsequent to the granting of this easement. The easement granted herein is subject to all presently recorded easements, rights-of-way, restrictive covenants, and other documents of record applicable to the Property.

**GRANTORS** do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular this access easement and all related rights unto the said City of Laredo, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

Executed on \_\_\_\_\_, 2025.

**GRANTORS:**

SUMMERS FAMILY PARTNERSHIP  
A TEXAS GENERAL PARTNERSHIP

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

Name: Robert H. Summers  
Title: Managing Partner

**STATE OF TEXAS**

§

**COUNTY OF WEBB**

§  
§

Before me, the undersigned notary, on this day personally appeared

\_\_\_\_\_, \_\_\_\_\_, of  
\_\_\_\_\_, a \_\_\_\_\_, known to me through valid identification to be the  
person whose name is subscribed to the preceding instrument and acknowledged to me that the  
person executed the instrument in the person's official capacity for the purposes and  
consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_.

[Seal]

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

**APPROVED AS TO FORM:**

CITY OF LAREDO, TEXAS  
OFFICE OF THE CITY ATTORNEY

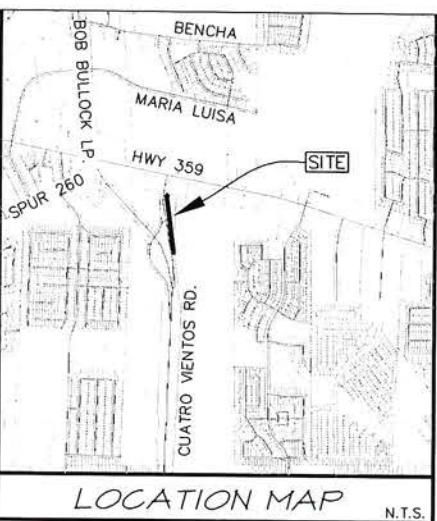
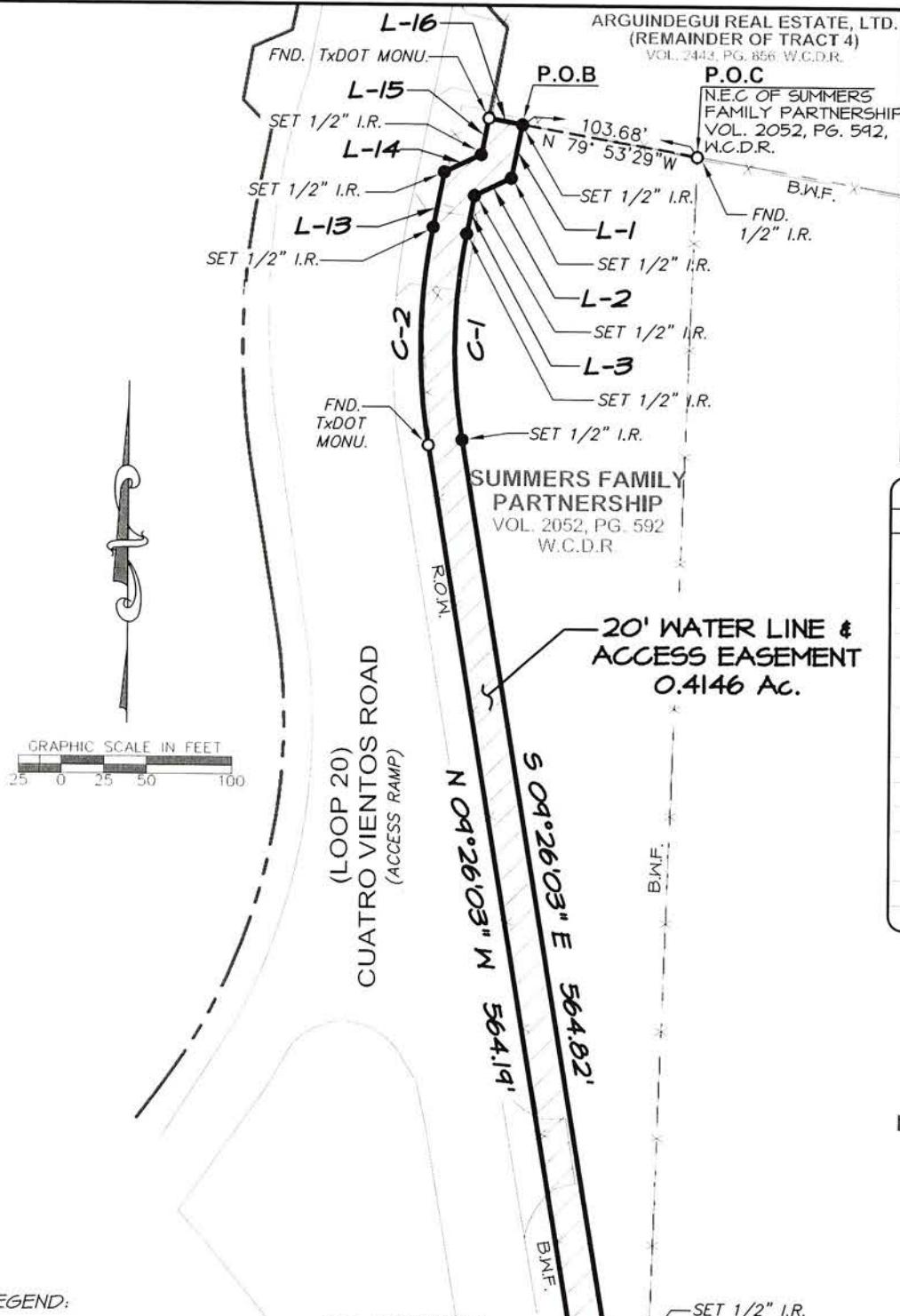
**REVIEWED:**

CITY OF LAREDO, TEXAS  
UTILITIES DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
TO  
ACCESS EASEMENT



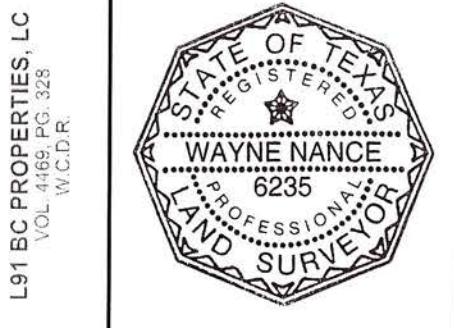
LINE DATA		
LINE	LENGTH	BEARING
L1	32.11'	S 11° 15' 23" W
L2	23.81'	S 64° 11' 39" W
L3	22.52'	S 11° 15' 23" W
L4	12.16'	S 60° 46' 28" E
L5	33.80'	S 09° 26' 03" E
L6	11.83'	S 43° 57' 32" W
L7	47.67'	S 09° 26' 03" E
L8	101.40'	S 01° 56' 29" W
L9	147.17'	N 09° 26' 03" W
L10	21.80'	N 43° 57' 32" E
L11	22.00'	N 09° 26' 03" W
L12	22.41'	N 60° 46' 28" W
L13	32.48'	N 11° 15' 23" E
L14	23.81'	N 64° 11' 39" E
L15	21.75'	N 11° 15' 23" E
L16	20.00'	S 79° 53' 29" E

L91 BC PROPERTIES, LC  
VOL. 4469, PG. 328  
W.C.D.R.

PORCIÓN 31  
ABSTRACT 3116

PORCIÓN 32  
ABSTRACT 296

SURVEY  
DATE: 05/10/24 SCALE: 1"=100



LEGEND:

- SET  $\frac{1}{2}$ " IRON ROD
- FOUND  $\frac{1}{2}$ " IRON ROD/MONUMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- W.C.D.R. WEBB COUNTY DEED RECORDS
- W.C.P.R. WEBB COUNTY PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- B.W.F. BARB WIRE FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C 13B0C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS & DISTANCES: GPS NAD 83 (2011 ADJ), TEXAS STATE PLANE, 4205 SOUTHZONE.

CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANG	CHORD	CHD BEARING
C1	20°41'26"	337.99'	122.05'	61.70'	121.39'	S 00°54'40" W
C2	20°41'26"	357.99'	129.28'	65.35'	128.58'	N 00°54'40" E

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND  
WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY  
MADE UNDER MY SUPERVISION ON THE GROUND THIS 12<sup>th</sup>  
DAY OF JUNE, 2024.

WAYNE NANCE, R.P.L.S.  
TEXAS REG. NO. 6235

PARCEL 6  
20' WATER LINE & ACCESS EASEMENT  
0.4146 ACRE TRACT OUT OF  
SUMMERS FAMILY PARTNERSHIP  
AS REC. IN VOL. 2052, PG. 592, W.C.D.R.  
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE  
ENGINEERING

304 E. CALTON RD.  
LAREDO, TEXAS 78041  
TBPE F-6205  
TBPLS F-10188800  
OFFICE (956) 724-3097  
www.porrasnance.com

**PARCEL 6**  
**20' WATER LINE & ACCESS EASEMENT**  
**0.4146 ACRE TRACT**  
being a part of  
**Porción 31 ~ Abstract 3116 ~ Jose Treviño, Original Grantee**  
**Porción 32 ~ Abstract 296 ~ Antonio Treviño**  
Within the limits of the  
**City of Laredo and Webb County, Texas**

Being a tract of land found to contain 0.4146 acres, more or less, situated in Porción 31, Abstract 3116, Jose Treviño, Original Grantee, and Porción 32, Abstract 296, Antonio Treviño, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the Summers Family Partnership, recorded in Volume 2052, Pages 592-596, Webb County Deed Records; this 0.4146 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** from a  $\frac{1}{2}$ " iron rod found on the southerly boundary line of the Arquindegui Real Estate, LTD. (Remainder of Tract 4), recorded in Volume 2443, Pages 856-862, Webb County Deed Records; for the northeast corner of said Summers Family Partnership Tract, **THENCE**: N 79°53'29" W, 103.68 Feet, along the common boundary line of said Arquindegui and Summers Tracts to an  $\frac{1}{2}$ " iron rod set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**;

**THENCE** along the easterly boundary line of the herein described tract as follows:

South 11°15'23" West, 32.11 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

South 64°11'39" West, 23.81 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

South 11°15'23" West, 22.52 Feet, to a  $\frac{1}{2}$ " iron rod set for a point of curvature to the left;

Along said curve to the left, a curvilinear distance of 122.05 Feet, with said curve having the following characteristics: Central Angle = 20°41'26", R = 337.99 Feet, CL = 122.05 Feet, TAN = 61.70 Feet, CHD = 121.39 Feet, CHD Bearing = South 00°54'40" West to a  $\frac{1}{2}$ " iron rod set for a point of tangency;

South 09°26'03" East, 564.82 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

South 60°46'28" East, 12.16 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

South 09°26'03" East, 33.80 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

South 43°57'32" West, 11.83 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

South 09°26'03" East, 47.67 Feet, to a  $\frac{1}{2}$ " iron rod set on the westerly boundary line of the L91 BC Properties, LC Tract, recorded in Volume 4469, Pages 328-335, Webb County Deed Records, for a deflection corner to the right;

South 01°56'29" West, 101.40 Feet, along common boundary of said L91 Tract and said Summers Tract, to a TxDOT monument found on the easterly right-of-way of Cuatro Vientos Road (Loop 20) for the south corner of the herein described tract;

**THENCE** along the easterly right-of-way of Loop 20 and the westerly boundary line of the herein described tract as follows:

North 09°26'03" West, 147.17 Feet, to a TxDOT monument found for a deflection corner to the right;

North 43°57'32" East, 21.80 Feet, to a TxDOT monument found for a deflection corner to the left;

North 09°26'03" West, 22.00 Feet, to a TxDOT monument found for a deflection corner to the left;

North 60°46'28" West, 22.41 Feet, to a TxDOT monument found for a deflection corner to the right;

North 09°26'03" West, 564.19 Feet, to a TxDOT monument found for point of curvature to the right;

Along said curve to the right, a curvilinear distance of 129.28 Feet, with said curve having the following characteristics: Central Angle = 20°41'26", R = 357.99 Feet, CL = 129.28 Feet, TAN = 65.35 Feet, CHD = 128.58 Feet, CHD Bearing = North 00°54'40" East to a 1/2" iron rod set for a point of tangency;

North 11°15'23" East, 32.48 Feet, to a 1/2" iron rod set for a deflection corner to the right;

North 64°11'39" East, 23.81 Feet, to a 1/2" iron rod set for a deflection corner to the left;

North 11°15'23" East, 21.75 Feet, to a TxDOT monument found for the northwest corner of the herein described tract;

**THENCE** South 79°53'29" East, 20.00 Feet, along the southerly boundary line of said Arguindegui Estate, LTD. (Remainder of Tract 4), and the northerly boundary line of the herein described tract, to the **POINT OF BEGINNING**.

*Basis of Bearings:*

GPS, NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available without the benefit of a complete title examination report.



Witness my Hand and Seal



Wayne Nance, R.P.L.S.

12.24

## EXHIBIT B

### WATER LINES EASEMENT

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

## **WATER LINE EASEMENT**

**Date:** November \_\_\_, 2025

**Grantor(s):** Summers Family Partnership

**Grantor's Address:** 109 Canterbury Lane  
Laredo, Texas

**City:** **CITY OF LAREDO, TEXAS**, a Texas home-rule municipal corporation situated in Webb County

**City's Address:** P.O. Box 579  
Laredo, Webb County, Texas 78042-0579

**Easement Tract:** All that parcel of land situated in Webb County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

**Facilities:** Potable water lines with all associated appurtenances

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

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City Reviewer Initials

**Non-Permitted Activity:**

Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Tract. Notwithstanding anything contained in this section, Grantor may pave over the Easement Tract in its development of Grantor's adjacent property.

**Repairable Improvements:**

Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose-.

**Curb Cuts:**

Notwithstanding anything contained in this Easement Agreement, Grantee agrees it shall not impede and/or block the access that Grantor has to the public road along the Easement Tract as set out in the two (2) curb cuts currently located on Grantor's property.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose. City shall be obligated to restore or replace to a good and functioning condition only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

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City Reviewer Initials

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

To the extent permitted by the laws and Constitution of the State of Texas, Grantee shall indemnify, defend, protect and hold the Grantor and their respective members, employees, agents, representatives, partners, officers, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, damages or expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused by any act or omission to act of Grantee or its respective members, employees, agents, representatives, officers, contractors, successors and assigns in the Easement Area or caused or resulting from such party's failure to perform its obligations and responsibilities under this Agreement or caused or resulting from such party's breach or default under this Agreement. The provisions of this article shall survive the termination of this Agreement.

Executed effective the Date first above stated.

Grantor:  
Summer Family Partnership

BY: \_\_\_\_\_  
**ROBERT H. SUMMERS, MANAGING PARTNER**

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_ 2025.

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Notary Public, State of Texas

**APPROVED AS TO FORM:**

CITY OF LAREDO, TEXAS  
LEGAL DEPARTMENT

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

Name: \_\_\_\_\_

Title: Assistant City Attorney

**REVIEWED:**

CITY OF LAREDO, TEXAS  
UTILITIES DEPARTMENT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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City Reviewer Initials

EXHIBIT A  
TO  
WATER LINES EASEMENT



**PARCEL 6**  
**20' WATER LINE & ACCESS EASEMENT**  
**0.4146 ACRE TRACT**  
being a part of  
**Porción 31 ~ Abstract 3116 ~ Jose Treviño, Original Grantee**  
**Porción 32 ~ Abstract 296 ~ Antonio Treviño**  
Within the limits of the  
**City of Laredo and Webb County, Texas**

Being a tract of land found to contain 0.4146 acres, more or less, situated in Porción 31, Abstract 3116, Jose Treviño, Original Grantee, and Porción 32, Abstract 296, Antonio Treviño, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the Summers Family Partnership, recorded in Volume 2052, Pages 592-596, Webb County Deed Records; this 0.4146 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** from a  $\frac{1}{2}$ " iron rod found on the southerly boundary line of the Arquindegui Real Estate, LTD. (Remainder of Tract 4), recorded in Volume 2443, Pages 856-862, Webb County Deed Records; for the northeast corner of said Summers Family Partnership Tract, **THENCE**: N 79°53'29" W, 103.68 Feet, along the common boundary line of said Arquindegui and Summers Tracts to an  $\frac{1}{2}$ " iron rod set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**;

**THENCE** along the easterly boundary line of the herein described tract as follows:

South 11°15'23" West, 32.11 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

South 64°11'39" West, 23.81 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

South 11°15'23" West, 22.52 Feet, to a  $\frac{1}{2}$ " iron rod set for a point of curvature to the left;

Along said curve to the left, a curvilinear distance of 122.05 Feet, with said curve having the following characteristics: Central Angle = 20°41'26", R = 337.99 Feet, CL = 122.05 Feet, TAN = 61.70 Feet, CHD = 121.39 Feet, CHD Bearing = South 00°54'40" West to a  $\frac{1}{2}$ " iron rod set for a point of tangency;

South 09°26'03" East, 564.82 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

South 60°46'28" East, 12.16 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

South 09°26'03" East, 33.80 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

South 43°57'32" West, 11.83 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

South 09°26'03" East, 47.67 Feet, to a  $\frac{1}{2}$ " iron rod set on the westerly boundary line of the L91 BC Properties, LC Tract, recorded in Volume 4469, Pages 328-335, Webb County Deed Records, for a deflection corner to the right;

South 01°56'29" West, 101.40 Feet, along common boundary of said L91 Tract and said Summers Tract, to a TxDOT monument found on the easterly right-of-way of Cuatro Vientos Road (Loop 20) for the south corner of the herein described tract;

**THENCE** along the easterly right-of-way of Loop 20 and the westerly boundary line of the herein described tract as follows:

North 09°26'03" West, 147.17 Feet, to a TxDOT monument found for a deflection corner to the right;

North 43°57'32" East, 21.80 Feet, to a TxDOT monument found for a deflection corner to the left;

North 09°26'03" West, 22.00 Feet, to a TxDOT monument found for a deflection corner to the left;

North 60°46'28" West, 22.41 Feet, to a TxDOT monument found for a deflection corner to the right;

North 09°26'03" West, 564.19 Feet, to a TxDOT monument found for point of curvature to the right;

Along said curve to the right, a curvilinear distance of 129.28 Feet, with said curve having the following characteristics: Central Angle = 20°41'26", R = 357.99 Feet, CL = 129.28 Feet, TAN = 65.35 Feet, CHD = 128.58 Feet, CHD Bearing = North 00°54'40" East to a 1/2" iron rod set for a point of tangency;

North 11°15'23" East, 32.48 Feet, to a 1/2" iron rod set for a deflection corner to the right;

North 64°11'39" East, 23.81 Feet, to a 1/2" iron rod set for a deflection corner to the left;

North 11°15'23" East, 21.75 Feet, to a TxDOT monument found for the northwest corner of the herein described tract;

**THENCE** South 79°53'29" East, 20.00 Feet, along the southerly boundary line of said Arguindegui Estate, LTD. (Remainder of Tract 4), and the northerly boundary line of the herein described tract, to the **POINT OF BEGINNING**.

*Basis of Bearings:*

GPS, NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available without the benefit of a complete title examination report.



Witness my Hand and Seal



Wayne Nance, R.P.L.S.

12.24

## EXHIBIT C

### TEMPORARY CONSTRUCTION EASEMENT

**NON-EXCLUSIVE**  
**TEMPORARY CONSTRUCTION EASEMENT**

STATE OF TEXAS

§

§

COUNTY OF WEBB

§

KNOW ALL MEN BY THESE PRESENTS:

1. Summers Family Partnership, a Texas General Partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor and paid by the City of Laredo, Texas, a Texas home-rule municipal Corporation, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee, a temporary construction easement in the location (hereinafter referred to as "TEMPORARY EASEMENT") across Grantor's property (the "Property"). Such Temporary Easement is more particularly identified as the access area shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

2. The TEMPORARY EASEMENT shall be for the purpose of providing ingress and egress by general clearing and grading to allow for the installation and construction of potable water lines, and performance of related work and facilities ("Temporary and Permanent Improvements") on Grantee's property.

3. Grantee shall have the right to use and occupy the Temporary Easement during the construction and installation of the Temporary and Permanent Improvements. Such Temporary Easement shall expire automatically without further notice or action after the completion and final inspection of the Temporary and Permanent Improvements.

4. Immediately following the installation of the Permanent Improvements, if Grantee has removed or damaged existing improvements within said easement area or otherwise on Grantor's property, Grantee shall, at its expense, restore said property to substantially the same condition as existed before Grantee's entry upon easement property.

5. There are no liens, attachments, or other encumbrances which will affect the right of Grantor to convey this easement to Grantee for the purposes described herein.

6. Neither Grantee nor Grantee's successors or assigns shall have, claim, or demand any right or title to with respect to the herein conveyed temporary easement, or any part of it, except as expressly provided herein.

7. To the extent permitted by the laws and Constitution of the State of Texas, Grantee shall indemnify, defend, protect and hold the Grantor and their respective

members, employees, agents, representatives, partners, officers, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, damages or expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused by any act or omission to act of Grantee or its respective members, employees, agents, representatives, officers, contractors, successors and assigns in the Easement Area or caused or resulting from such party's failure to perform its obligations and responsibilities under this Agreement or caused or resulting from such party's breach or default under this Agreement. The provisions of this article shall survive the termination of this Agreement.

8. Grantee shall not indemnify Grantor for such damages to person and property caused by the negligence or willful acts of Grantor, its employees, agents, invitees or guests.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement.

**GRANTOR:**

## Summer Family Partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert H. Summers, managing partner

## ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF WEBB §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by  
Robert H. Summers, managing partner on behalf of said partnership.

Notary Public, State of Texas  
My Commission Expires:

**ACCEPTED BY THE CITY OF LAREDO, TEXAS, GRANTEE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph W. Neeb  
City Manager

ATTEST:

---

Mario Maldonado

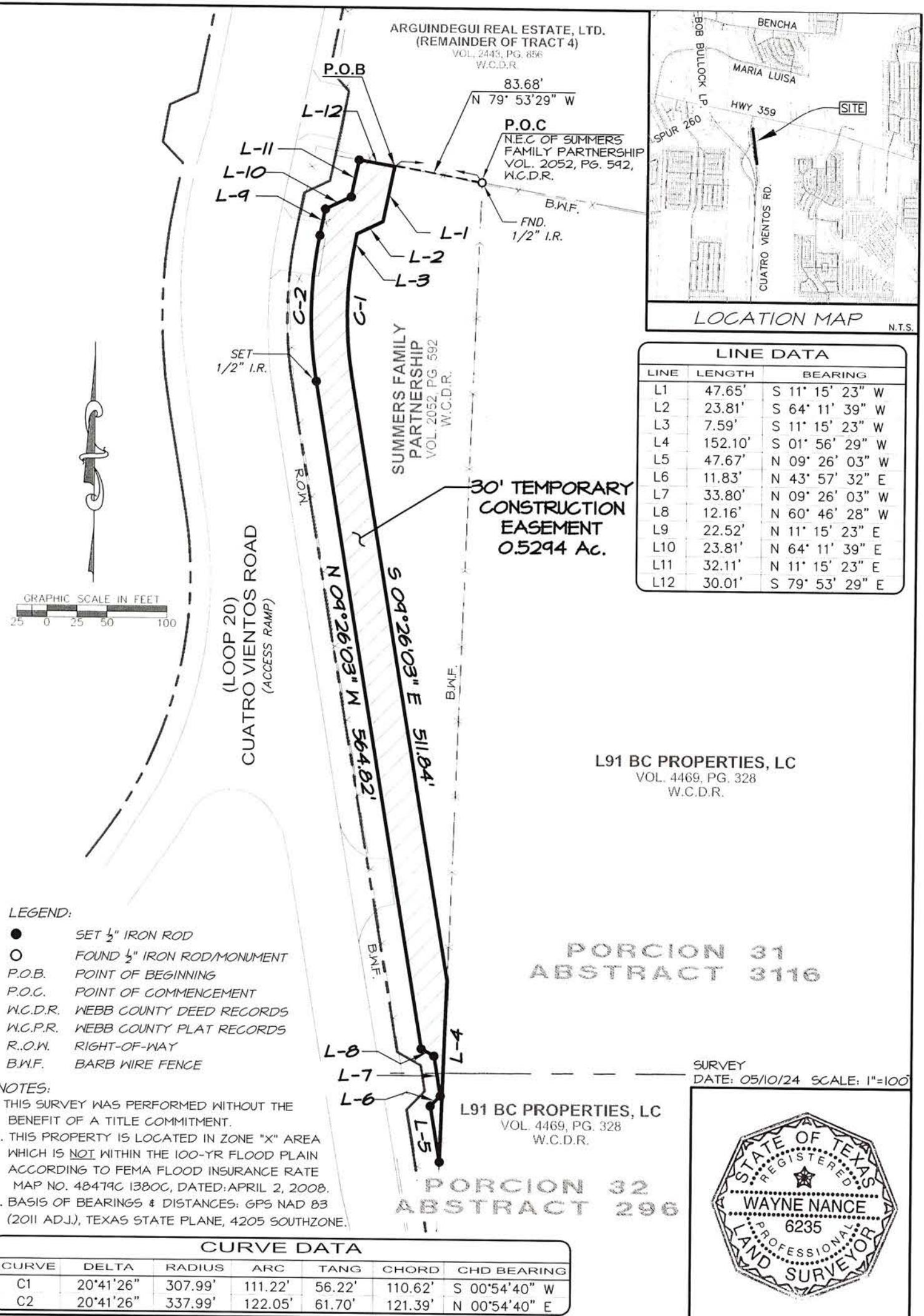
City Secretary

**APPROVED AS TO FORM:**

---

Rodolfo Morales III  
Assistant City Attorney

EXHIBIT A  
TO  
TEMPORARY CONSTRUCTION EASEMENT



### **SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND  
WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY  
MADE UNDER MY SUPERVISION ON THE GROUND THIS 12<sup>TH</sup>  
DAY OF LINE, 2024.

WAYNE NANCE, R.P.L.S.  
TEXAS REG. NO. 6235

**PARCEL 6A  
30' TEMPORARY CONSTRUCTION EASEMENT  
0.5294 ACRE TRACT OUT OF  
SUMMERS FAMILY PARTNERSHIP  
AS REC. IN VOL. 2052, PG. 592, W.C.D.R.  
CITY OF LAREDO, WEBB COUNTY, TEXAS**

 PORRAS NANCE  
ENGINEERING

304 E. CALTON RD.  
LAREDO, TEXAS 78041  
*TBPE F-6205*  
*TBPLS F-10188800*  
OFFICE (956) 724-3097  
[www.porrasnauca.com](http://www.porrasnauca.com)

**PARCEL 6A**  
**30' TEMPORARY CONSTRUCTION EASEMENT**  
**0.5294 ACRE TRACT**  
being a part of  
**Porción 31 ~ Abstract 3116 ~ Jose Treviño, Original Grantee**  
**Porción 32 ~ Abstract 296 ~ Antonio Treviño**  
Within the limits of the  
**City of Laredo and Webb County, Texas**

Being a tract of land found to contain 0.5294 acres, more or less, situated in Porción 31, Abstract 3116, Jose Treviño, Original Grantee, and Porción 32, Abstract 296, Antonio Treviño, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the Summers Family Partnership, recorded in Volume 2052, Pages 592-596, Webb County Deed Records; this tract being more particularly described by metes and bounds as follows:

**COMMENCING** from a  $\frac{1}{2}$ " iron rod found on the southerly boundary line of the Arquindegui Real Estate, LTD. (Remainder of Tract 4), recorded in Volume 2443, Pages 856-862, Webb County Deed Records; for the northeast corner of said Summers Family Partnership Tract, **THENCE**: N 79°53'29" W, 83.68 Feet, along the common boundary line of said Arquindegui and Summers Tracts to an  $\frac{1}{2}$ " iron rod set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**;

**THENCE** along the easterly boundary line of the herein described tract as follows:

South 11°15'23" West, 47.65 Feet, to a deflection corner to the right;

South 64°11'39" West, 23.81 Feet, to a deflection corner to the left;

South 11°15'23" West, 7.59 Feet, to a point of curvature to the left;

Along said curve to the left, a curvilinear distance of 111.22 Feet, with said curve having the following characteristics: Central Angle = 20°41'26", R = 307.99 Feet, CL = 111.22 Feet, TAN = 56.22 Feet, CHD = 110.62 Feet, CHD Bearing = South 00°54'40" West to a point of tangency;

South 09°26'03" East, 511.84 Feet, to a point on the westerly boundary line of the L91 BC Properties, LC Tract, recorded in Volume 4469, Pages 328-335, Webb County Deed Records, for a deflection corner to the right;

South 01°56'29" West, 152.10 Feet, along common boundary of said L91 Tract and said Summers Tract, to a  $\frac{1}{2}$ " iron rod set for the south corner of the herein described tract;

**THENCE** along the westerly boundary line of the herein described tract as follows:

North 09°26'03" West, 47.67 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

North 43°57'32" East, 11.83 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

North 09°26'03" West, 33.80 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

North 60°46'28" West, 12.16 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

North 09°26'03" West, 564.82 Feet, to a  $\frac{1}{2}$ " iron rod set for point of curvature to the right;

Along said curve to the right, a curvilinear distance of 122.05 Feet, with said curve having the following characteristics: Central Angle =  $20^{\circ}41'26''$ , R = 337.99 Feet, CL = 122.05 Feet, TAN = 61.70 Feet, CHD = 121.39 Feet, CHD Bearing = North  $00^{\circ}54'40''$  East to a  $\frac{1}{2}$ " iron rod set for a point of tangency;

North  $11^{\circ}15'23''$  East, 22.52 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

North  $64^{\circ}11'39''$  East, 23.81 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

North  $11^{\circ}15'23''$  East, 32.11 Feet, to a  $\frac{1}{2}$ " iron rod set for the northwest corner of the herein described tract;

**THENCE** South  $79^{\circ}53'29''$  East, 30.01 Feet, along the southerly boundary line of said Arquindegui Estate, LTD. (Remainder of Tract 4), and the northerly boundary line of the herein described tract, to the **POINT OF BEGINNING**.

*Basis of Bearings:*

GPS, NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available without the benefit of a complete title examination report.



Witness my Hand and Seal

A blue ink signature of "Wayne Nance, R.P.L.S." with a date "6-12-24" written below it.

Along said curve to the right, a curvilinear distance of 122.05 Feet, with said curve having the following characteristics: Central Angle =  $20^{\circ}41'26''$ , R = 337.99 Feet, CL = 122.05 Feet, TAN = 61.70 Feet, CHD = 121.39 Feet, CHD Bearing = North  $00^{\circ}54'40''$  East to a  $\frac{1}{2}$ " iron rod set for a point of tangency;

North  $11^{\circ}15'23''$  East, 22.52 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the right;

North  $64^{\circ}11'39''$  East, 23.81 Feet, to a  $\frac{1}{2}$ " iron rod set for a deflection corner to the left;

North  $11^{\circ}15'23''$  East, 32.11 Feet, to a  $\frac{1}{2}$ " iron rod set for the northwest corner of the herein described tract;

**THENCE** South  $79^{\circ}53'29''$  East, 30.01 Feet, along the southerly boundary line of said Arquindegui Estate, LTD. (Remainder of Tract 4), and the northerly boundary line of the herein described tract, to the **POINT OF BEGINNING**.

*Basis of Bearings:*

GPS, NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available without the benefit of a complete title examination report.



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