



RIGHT-OF ENTRY ACCESS AGREEMENT

City of Laredo

Laredo Regional Medical Center
367 S Gulph Rd
King of Prussia, PA 19406-3121

The undersigned _____, 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 and Access Agreement, being a tract of land containing 9,120.00 sq. Ft., more or less out of

- out of tract Lot 3 Block 1 Cuatro Vientos East Wright Ranch Subdivision Phase X Commercial
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 construction and installation of a sanitary sewer lines on Owner’s land in the defined area, attached in Exhibit A. The purpose of this undertaking is to allow “City” construct sanitary sewer system that will serve 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 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” will, at its

option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The "City's" liability under this clause may not exceed appropriation available for such payment and nothing contained in this agreement may be considered as implying that Council will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under laws for any other damages than provided herein.

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 and Appraisal located and described as:

- Lot 3 Block 1 Cuatro Vientos East Wright Ranch Subdivision Phase X Commercial

8. Laredo Regional Medical Center, commits to sign permanent utility and access easement as soon as official document is provided.



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

Print Name

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)