



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

City of Laredo

4V Holdings, Ltd.  
3301 Chacota St. Ste 23B  
Laredo, Texas 78044

The undersigned Richard Hachar, hereinafter called the "Owner/Owner Representative," its successor and assigns, 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 41,187.20 sq. ft. more or less out of  
-Tract IV, 4V HOLDINGS, LTD. Recorded in Volume 2252, Page 813-822 (as depicted on the attached Exhibit A)

-10.7736 Acre Tract, 4V HOLDINGS, Ltd. Recorded in Volume 5356, Page 747 Porcion 34 Abstract 0762 (as depicted on the attached Exhibit B)

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 lines 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 "City" construct the 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: Richard Hachar TITLE: Property Management  
TELEPHONE: 956-645-2892  
EMAIL: rmh861@gmail.com

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:

**-Tract IV, 4V HOLDINGS, LTD. Recorded in Volume 2252, Page 813-822 (as depicted on the attached Exhibit A)**

**-10.7736 Acre Tract, 4V HOLDINGS, Ltd. Recorded in Volume 5356, Page 747 Porcion 34 Abstract 0762 (as depicted on the attached Exhibit B)**

8. 4V Holdings, Ltd., shall simultaneously execute permanent utility and access easements (one easement for water lines and one easement for sewer lines) as provided for therein.

9. 4V Holdings, Ltd., has 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 L.U.E. credits related to same for the water line easement shall be \$101,535.95. The L.U.E. credits related to same for the sewer line easement shall be at least \$102,965.00, but such amount shall be adjusted upwards should the sewer easement survey confirm additional square footage/compensation. As a result, (other than the credit/compensation referenced in Section 10 below) the total L.U.E. credits for 4V Holdings, Ltd., its successors and assigns, on the property affected by these easements pursuant to this Section 9 shall be at least \$204,500.95, but such amount shall be adjusted upwards should the sewer easement survey confirm additional square footage/compensation.

10. 4V Holdings, Ltd., has further agreed to convey said easements to the City of Laredo, in exchange of receiving L.U.E. credit on expenditures for existing infrastructure that will serve Buena Vista Sport Complex offside sanitary sewer system as further depicted on the attached Exhibit A. Construction costs at actual construction year market value total to \$164,130.00.



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**

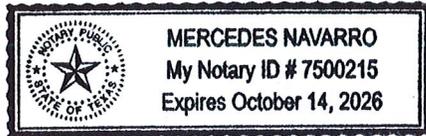
Richard H AACINAK

Print Name

*Richard H AACINAK*

Signature

WITNESS BY MY HAND this 12<sup>th</sup> day of March, 2024.



(Notary Seal)

*Mercedes Navarro*

Notary Signature

**CITY OF LAREDO REPRESENTATIVE**

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

\_\_\_\_\_  
Signature

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

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

(Notary Seal)