

**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**

**Line Name:** Encinal – Wormser (Fincas Cut-In)

**Line No.:** TLN169:07111 **Easement No.:** 2

**SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, **City of Laredo, a Municipal Corporation**, whose address is 1110 Houston Street, Laredo, Texas 78042 (“Grantor”), whether one or more persons or entities, owns an interest in a tract of real property situated in the State of Texas, and more particularly described in that certain document recorded in Volume 227, Page 165 of the Deed Records of Webb County, Texas, and such tract is subject to easements and rights-of-way which are now owned and held by, or rights otherwise acquired or held by, AEP Texas Inc.

**AEP Texas Inc.**, a Delaware corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 (“AEP”), is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain Easement and Right of Way, dated March 3, 1952, and recorded in Volume 223, Page 551 of the Deed Records of Webb County, Texas, and any rights relating to the line referenced above (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent the Original Easement encumbers Grantor’s above-described tract, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Supplemental Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the tract of real property owned by Grantor as more particularly described above.

The location, maximum width, and boundaries of the non-exclusive easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Original Easement is also supplemented by the addition of the following language:

AEP shall have the right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, enlarge, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, anchoring systems, grounding systems, communication facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; the electric facilities may consist of a variable number of towers, poles, wires, guys, anchors, and associated fixtures, including the right to transmit electricity of any voltage or amperage, the right to remove at any time any or all of said facilities erected on the

Easement Area, the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the easement herein granted.

AEP shall have the right, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary to access the Easement Area for the purposes described herein.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any building, structure, improvement, or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area.

AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, drainage ways, drives, roads, or lawns caused by AEP in the exercise of the rights herein granted both during initial construction and subsequent activities in the Easement Area or on Grantor's remaining property. Upon completion of any construction or maintenance activities, AEP will restore the Easement Area and any of Grantor's remaining property used by AEP to the property's original contours and grades to the extent reasonably practicable, unless the safety or operational needs of AEP or the electric facilities would be impaired.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

AEP shall not assign its rights and obligations under this Supplemental Easement to a utility that is not subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission, without written notice to Grantor, at the last known address of the person in whose name the property is listed on the most recent tax rolls at the time of the request. AEP's assignees shall be bound by the terms of this Supplemental Easement.

AEP shall be prohibited from any use of the property rights being conveyed by this Supplemental Easement, other than a use stated in this Supplemental Easement, without the express written consent of Grantor. AEP shall not grant to a third-party access to the Easement Area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the facilities installed pursuant to this Supplemental Easement.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording or as such priority is otherwise established. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives. Grantor acknowledges that AEP has explained the project to Grantor, and Grantor's consent for such project is hereby granted.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

*Any remaining space on this page intentionally left blank. See next page(s) for signature(s)*

**IN WITNESS WHEREOF**, Grantor has executed this Supplemental Easement effective the day, month and year first above written.

## GRANTOR

City of Laredo, a Municipal Corporation

By: Joesph Neeb, City Manager

State of Texas §

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County of \_\_\_\_\_ §

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Joesph Neeb, City Manager, of the City of Laredo, a Municipal Corporation, on behalf of said corporation.

Notary Public

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

My Commission Expires:\_\_\_\_\_

**IN WITNESS WHEREOF**, Grantor has executed this Supplemental Easement effective the day, month and year first above written.

## GRANTOR

City of Laredo, a Municipal Corporation

By: Mario Maldonado, City Secretary

State of Texas §

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County of \_\_\_\_\_ §

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Mario Maldonado, City Secretary, of the City of Laredo, a Municipal Corporation, on behalf of said corporation.

Notary Public

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

My Commission Expires:\_\_\_\_\_

**IN WITNESS WHEREOF**, Grantor has executed this Supplemental Easement effective the day, month and year first above written.

**GRANTOR**

City of Laredo, a Municipal Corporation

\_\_\_\_\_  
By: Doanh T. Nguyen, City Attorney

State of Texas §

§

County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Doanh T. Nguyen, City Attorney, of the City of Laredo, a Municipal Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_