

**AGREEMENT FOR VARIABLE WIDTH
CONSTRUCTION EASEMENT No. 2**

This Agreement (the "Agreement") is made and entered into this 4th day of October, 2024, by Majestic Port Grande Phase II, LLC, a Delaware limited liability company (herein after referred to as "Majestic Port Grande Phase II") and City of Laredo, (herein after referred to as "City").

I. RECITALS

- 1.1 The Uniroyal Lift Station Elimination Project construction requires a temporary easement to allow for access to Majestic Port Grande Phase II tract to properly construct this project;
- 1.2 Majestic Port Grande Phase II, LLC is the Owner of real property described as follows:

**Lots 1-4, Block 1, Port Grande Phase 2 - Unit 1
Recorded in Volume 5543, Pages 751-760, W.C.O.P.R.**
- 1.3 The Uniroyal Lift Station Elimination Project includes the construction of a new 8" wastewater gravity line from the existing City of Laredo Uniroyal lift station to an existing City of Laredo wastewater manhole located within Uniroyal right-of-way within Port Grande Subdivision, Phase 2, Unit 1.
- 1.4 The City of Laredo is constructing the Uniroyal Lift Station Elimination project within Uniroyal Drive ninety (90') foot right of way and requires additional land area outside the limits of the Uniroyal Drive right of way to construct this project;
- 1.5 Majestic Port Grande Phase II has a recorded plat on file with the City that shows platted lots that abut Uniroyal Drive right of way. Port Grande Phase 2, Unit 1 plat recorded in Volume 34, Pages 98-99 W.C.P.R.

II. AGREEMENT

The parties agree as follows:

- 2.1 Majestic Port Grande Phase II agrees to provide a temporary variable width construction easement for the purpose of trench excavation, backfill and revegetated embankment construction as shown on easement Exhibit "A" and described on legal descriptions attached as Exhibit "B".
- 2.2 The temporary variable width construction easement will automatically terminate when construction of the wastewater gravity line is complete plus one (1) year warranty period or March 31, 2027 whichever occurs first.

- 2.3 The Majestic Port Grande Phase II retains the right to modify the drainage easements to coincide with its development plans for Port Grande Subdivision Phase 2 – Unit 1 any time during construction of the lift station elimination project.

III. INDEMNITY, WARRANTIES AND REPRESENTATIONS

- 3.1 In entering into this Agreement, both parties warrant and represent:
- (a) that the terms of this “Agreement” have been completely read by both parties and,
 - (b) that the terms of this Agreement” are fully understood and voluntarily accepted by both parties and,
 - (c) that no promises or representations of any kind have been made to either party except as is expressly stated in this “Agreement”.

IV. SEVERABILITY CLAUSE

If, at any time, any part of this Agreement is found or held to be void, invalid, unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless survive and continue in full force and effect.

V. DEFAULT

If the City chooses to not construct this lift station elimination project, then all easements become null and void.

VI. TIME

Time is of the essence of this Agreement.

VII. NOTICE

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth herein below for the party to whom the notice is given, (ii) delivered in person at the Closing (if such party is present at the Closing), or (iii) placed in the United States mail, certified mail, return receipt requested, addressed to such party at the address hereinafter specified. Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service; all other notices shall be effective upon receipt.

The address of "Majestic Port Grande Phase II" for all purposes under this Agreement and for all notices hereunder shall be:

Majestic Port Grande 1, LLC
Attn: Mr. Edward P. Roski, Jr.
13191 Crossroads Parkway North, Suite 600
City of Industry, CA 91746-3493
Email: eroski@majesticrealty.com

The address of "City" for all purposes under this Agreement and for all notices hereunder shall be:

CITY OF LAREDO
Attn: Arturo Garcia, Jr., P.E.
Utilities Director
5816 Daugherty Ave
Laredo TX 78041
Email: agarcia10@ci.laredo.tx.us

With a copy to:

City Attorney's Office
Attn: Doanh "Zone" T. Nguyen – City Attorney
1110 Houston St.
Laredo, Texas 78040
Email: dnguyen@ci.laredo.tx.us

From time to time, either party may designate another address for all purposes of this Agreement by giving the other party not less than 30 days advance written notice of such change of address in accordance with the provisions hereof.

VIII. VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event of a contractual dispute hereunder, the parties do hereby AGREE and STIPULATE that VENUE shall lie in Webb County, Texas, and such venue shall not be contested or disputed.

IX. LITIGATION

In the event it shall become necessary for any party hereto to file a lawsuit to enforce this Agreement or any provision herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees pertaining to such lawsuit.

X. ENTIRE AGREEMENT

This Agreement, along with the its exhibits, identified herein and the Exhibits attached hereto or to be attached hereto, contain the entire agreement between the parties and no oral statements or prior written matter not specifically incorporated herein shall be of any force and

effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

EXECUTED THIS 5th DAY OF November, 2024.

City of Laredo, Texas

Majestic Port Grande Phase II, LLC

Joseph Neeb
City Manager



Edward P. Roski, Jr.
President and Chairman of the Board

Approved As To Form Only

ATTESTED

Doanh "Zone" T. Nguyen
City Attorney

Mario Maldonado
City Secretary

STATE OF CALIFORNIA §

COUNTY OF LOS ANGELES §

On _____, 20____, before me, _____, a Notary Public, personally appeared EDWARD P. ROSKI, JR., who proved to me on the basis of satisfactorily evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

*See attached
Acknowledgement*

Notary Signature

[NOTARY ACKNOWLEDGEMENT]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

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ss:

COUNTY OF LOS ANGELES

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On November 5, 2024 before me, Melissa Nieto, Notary Public, personally appeared Edward P. Roski, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

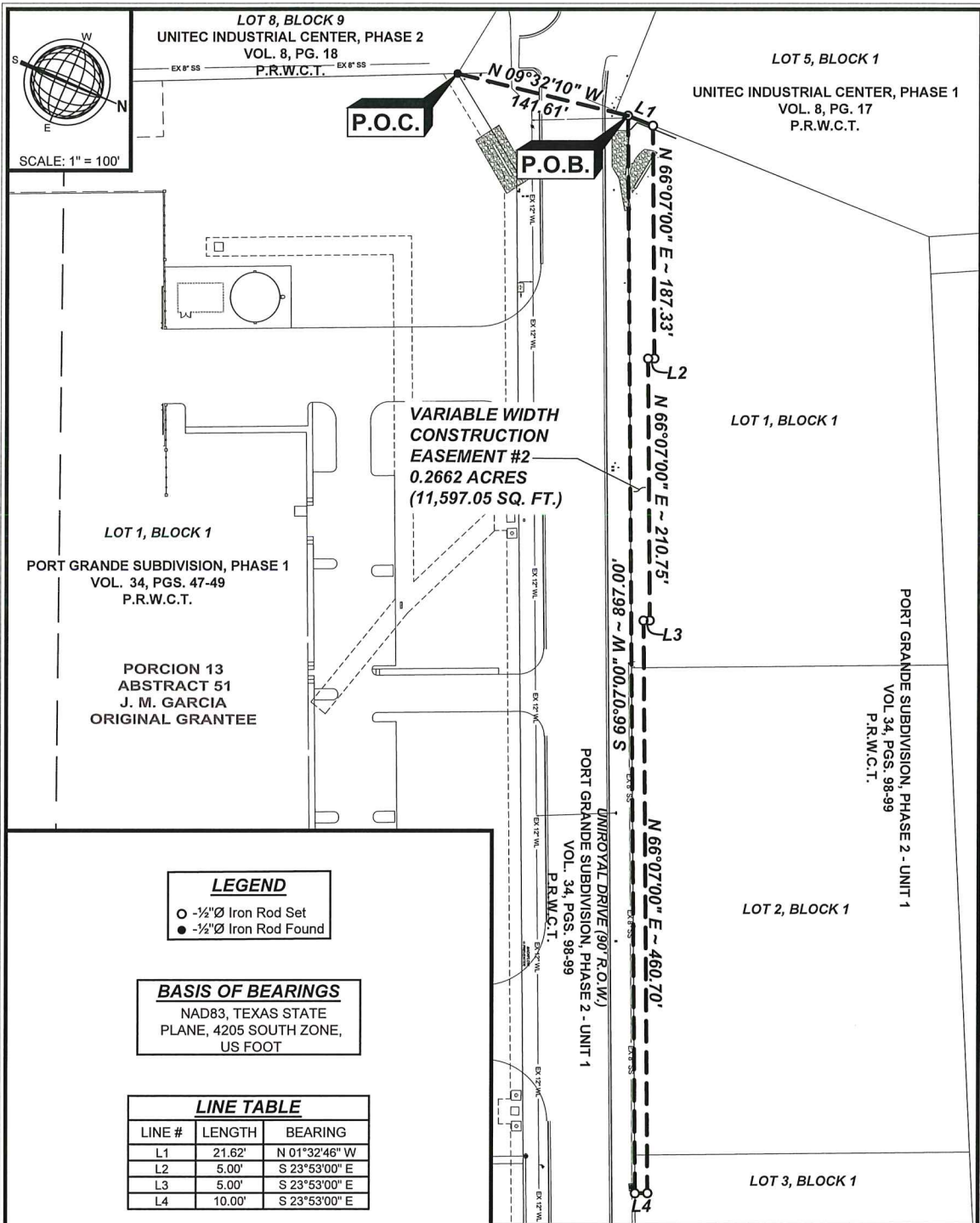
WITNESS my hand and official seal.



Signature of Notary Public



(Seal)



I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

Julian Javier Ruiz
JULIAN JAVIER RUIZ, R.P.L.S. No. 5304

09/27/2024
DATE

Survey of a variable width construction easement being a 0.2662 acre tract out of Lots 1-3, Block 1, Port Grande Subdivision, Phase 2 - Unit 1 recorded in Volume 34, Pages 98-99, P.R.W.C.T., Laredo, Webb County, Texas



CRANE ENGINEERING CORP.

13110 JUNCTION DRIVE
LAREDO, TX 78041
FIRM REGISTRATION NO. F-3353

SUITE B
956-712-1996

IN ASSOCIATION WITH

JJ RUIZ LAND SURVEYING

2724 WILDWOOD DRIVE
WESLACO, TX 78596
956-568-4470



Field Notes
for a proposed variable width Construction Easement
being a 0.2662 acre tract of land over and across
Lots 1-3, Block 1, Port Grande Subdivision, Phase 2- Unit 1
Webb County, Texas

Being a variable width tract of land over and across Lots 1-3, Block 1, Port Grande Subdivision, Phase 2 – Unit 1, recorded in Volume 34, Pages 98-99, Plat Records, Webb County, Texas and conveyed to Majestic Port Grande II, LLC, described in deed recorded in Volume 5543, Pages 751-760, Official Public Records, Webb County, Texas, and being situated in Porcion 13, J.M. Garcia, Abstract 51, Webb County, Texas, and being more particularly described by metes and bounds as follows to wit:

COMMENCING at a ½" iron rod found at the most westerly northwest corner of Lot 1, Block 1, Port Grande Subdivision, Phase 1, recorded in Volume 34, Pages 47-49, Plat Records, Webb County, Texas, the most easterly northeast corner of Lot 8, Block 9, Unitec Industrial Center, Phase 2, recorded in Volume 8, Page 18, Plat Records, Webb County, Texas, and along the southerly Right-of-Way line of Uniroyal Drive;

THENCE, North 09 degrees 32 minutes 10 seconds West, 141.61 feet to a ½" iron rod set along the northerly Right-of-Way line of said Uniroyal Drive, along the easterly line of Lot 1, Block 1, Unitec Industrial Center, Phase 1, recorded in Volume 8, Page 17, Plat Records, Webb County, Texas, and the southwesterly corner of said Lot 1, Block 1, Port Grande Subdivision, Phase 2 – Unit 1, for the **POINT OF BEGINNING**;

THENCE, with the easterly line of Lot 5, Block 1, North 01 degrees 32 minutes 46 seconds West, 21.62 feet to a ½" iron rod set for an exterior corner hereof;

THENCE, the following courses and distances:

North 66 degrees 07 minutes 00 seconds East, 187.33 feet to a ½" iron rod set for an exterior corner hereof;

South 23 degrees 53 minutes 00 seconds East, 5.00 feet to a ½" iron rod set for an interior corner hereof;

North 66 degrees 07 minutes 00 seconds East, 210.75 feet to a ½" iron rod set for an exterior corner hereof;

South 23 degrees 53 minutes 00 seconds East, 5.00 feet to a ½" iron rod set for an interior corner hereof;

North 66 degrees 07 minutes 00 seconds East, passing Lot 1, Block 1, also passing Lot 2, Block 1, in all a total distance of 460.70 feet to a ½" iron rod set for the most easterly corner hereof;

South 23 degrees 53 minutes 00 seconds East, 10.00 feet to a ½" iron rod set at the northerly Right-of-Way line of aforementioned Uniroyal Drive for an exterior corner hereof;

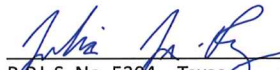
THENCE, with the northerly Right-of-Way line of said Uniroyal Drive, South 66 degrees 07 minutes 00 seconds West, passing the southwest corner of Lot 3, Block 1, also passing the southwest corner of Lot 2, Block 1, in all a total distance of 867.00 feet to the **POINT OF BEGINNING** and containing 0.2662 acres of land, more or less.

Basis of Bearings: Texas South Zone – 4205 – NAD83

State of Texas:

County of Hidalgo:

I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.


R.P.L.S. No. 5304 – Texas

09/27/2024
Current Date

