

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.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WEBB §

Date: _____, 20__

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, Gar-Ram Investments, Ltd., a Texas limited partnership, hereinafter referred to as "GRANTOR", and the City of Laredo, a Texas home rule municipality, hereinafter referred to as "GRANTEE". Wherein Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee, receipt of which is hereby acknowledged, does by these presents, GRANT, CONVEY, AND CONFIRM unto Grantee, a Temporary Construction Easement and the right and privilege to go over, under, upon, across and through the tracts of land in Webb County, Texas depicted in Exhibit "A".

For the consideration above recited and the mutual covenants and conditions herein contained, the parties further agree as follows:

The temporary construction easement shall be for the purpose of providing ingress and egress by general clearing and grading to allow for the installation and construction of wastewater lines with all associated appurtenances, and performance of related work and facilities on Grantor's property.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary and for the limited purpose of accessing the easement property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purpose as described herein. If such condition does exist, a signature with acknowledgment shall be included and make a part of the document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrances to the easement granted herein.

Following completion of the work, if Grantee has removed or damaged existing improvements, herbage, or landscaping within said licensed area or otherwise on the Grantor's

property, Grantee shall, at its expense, restore properties injured by its activities to substantially the same condition as existed prior to Grantee's entry upon the Grantor's property.

Notwithstanding any provision of this license agreement to the contrary, the Grantor retains the right to enter upon the Grantor's property, at any time and without notice to Grantee, and assuming no obligation to Grantee, to inspect the Grantor's Property and take actions deemed necessary by Grantor for protecting persons or personal property of Grantor.

The temporary construction easement shall terminate and revert to Grantor upon the completion of the construction of wastewater lines with all associated appurtenances

IN WITNESS WHEREOF, the parties execute this instrument on the ____ day of _____, 2024.

Executed effective the Date first above stated.

_____,
A _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY OF LAREDO, TEXAS
OFFICE OF THE CITY ATTORNEY

By: _____
Name: _____
Title: Assistant City Attorney

REVIEWED:

CITY OF LAREDO, TEXAS
UTILITIES DEPARTMENT

By: _____
Name: _____
Title: _____