

## UTILITY EASEMENT

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

That, **FARIAS DEVELOPMENT, LTD. , a Texas limited partnership** hereinafter referred to as “**Grantor,**” for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to **Grantor** given by **CITY OF LAREDO, TEXAS,** hereinafter referred to as “**Grantee,**” has GIVEN, GRANTED, SOLD, CONVEYED and DEDICATED, and by these presents, does GIVE, GRANT, SELL, CONVEY and DEDICATE, unto **Grantee** for the use, benefit and control of **Grantee** and its successors and assigns, a NON-EXCLUSIVE easement in, on, over, under and through that strip of land (the “**Easement Tract**”) out of certain property in Webb County, Texas, owned by **Grantor,** such Easement Tract being more particularly described in **Exhibit A,** attached hereto and incorporated herein by reference, to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace water lines and related appurtenances thereto (collectively, the “**Improvements**”) in, on, over, under and through the Easement Tract.

Together with the NON-EXCLUSIVE right of ingress and egress over said Easement Tract for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining and removing said Improvements; the right to relocate the Improvements within the Easement Tract; the right to remove from such Easement Tract all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder, the right to excavate, deposit or to fill material thereon; leveling and/or grading as necessary, and the right of exercising all other rights hereby granted, and **Grantor** expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building of any kind will be placed on the Easement Tract. Notwithstanding anything herein to the contrary: (i) any Improvements placed in the Easement Tract shall be constructed and maintained in accordance with all applicable governmental requirements from time to time; and (ii) **Grantor** reserves the right to landscape and cross the Easement Tract with driveways, streets and/or utilities.

**Grantee specifically acknowledges and agrees the use of the Easement Tract shall not be exclusive, but shall be used in common with Grantor, and its successors, assigns, invitees, licensees, agents, employees, and such other and further grantees of easements, licenses and rights over and across the Easement Tract as may from time to time exist.**

TO HAVE AND TO HOLD the above described easement and rights unto said **Grantee,** its successors and assigns, until the use of the Easement Tract shall be permanently abandoned. **Grantor** does hereby bind its legal representatives, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the said **Grantee,** its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This conveyance is made by **Grantor** and accepted by **Grantee** subject to any and all easements, covenants, rights-of-way, access rights, conditions,

restrictions, and other matters of record, or visible or apparent on the ground, which affect the Easement Tract, to the extent the same are valid and enforceable.

**Grantee** will at all times after doing any work in connection with the construction, installation, operation, repair, relocation, replacement, removal or maintenance of the Improvements in the Easement Tract restore the Easement Tract to substantially the condition in which the same were found before such work was undertaken, subject to the existence of the Improvements.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, **GRANTEE** SHALL INDEMNIFY **GRANTOR** AGAINST AND HOLD **GRANTOR** HARMLESS FROM ANY AND ALL COSTS, CLAIMS, LIENS, OR LIABILITY OF ANY KIND OR NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING FROM **GRANTEE'S** CONSTRUCTION, OPERATION AND MAINTENANCE OF THE IMPROVEMENTS LOCATED WITHIN THE EASEMENT TRACT, **GRANTEE'S** ACTIVITIES WITHIN THE EASEMENT TRACT AND/OR USE OF THE EASEMENT TRACT, AND THE FAILURE TO PERFORM THE OBLIGATIONS OF **GRANTEE** UNDER THE TERMS OF THIS EASEMENT.

**GRANTOR** DISCLAIMS THE MAKING OF ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EASEMENT, OTHER THAN THE WARRANTY OF TITLE, AND **GRANTEE** ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY **GRANTOR** OR ANYONE ACTING ON **GRANTOR'S** BEHALF CONCERNING THE EASEMENT AND ACCEPTS THE EASEMENT GRANTED HEREBY IN ITS "AS IS" CONDITION.

EXECUTED AND EFFECTIVE this, the 8th day of October, 2025.

[SIGNATURE PAGES TO FOLLOW]

**GRANTOR:**

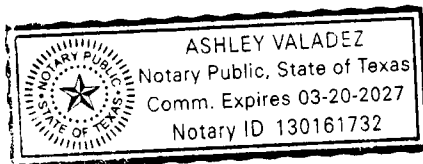
Farias Development, Ltd.,  
a Texas limited partnership

By: Fasken Management, LLC,  
a Texas limited liability company,  
its General Partner

By: Charles F. Hedges, Jr.  
Charles F. Hedges, Jr., Senior Vice-President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 8<sup>th</sup> day of October, 2025 by Charles F. Hedges, Jr., Senior Vice-President of Fasken Management, LLC, a Texas limited liability company, as General Partner of Farias Development, Ltd., a Texas limited partnership, who is known to me to be the person whose name is subscribed on the foregoing instrument, and who acknowledged to me that he executed the same for the purposes set forth therein and on behalf of said limited partnership.



Ashley Valadez  
Notary Public, in and for the State of Texas