

**AGREEMENT FOR VARIABLE WIDTH
CONSTRUCTION EASEMENT No. 1**

This Agreement (the "Agreement") is made and entered into this 4th day of October, 2024, by Majestic Port Grande 1, LLC, a Delaware limited liability company (herein after referred to as "Majestic Port Grande 1") 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 1 tract to properly construct this project;

1.2 Majestic Port Grande 1, LLC is the Owner of real property described as follows:

**Lot 1, Block 1, Port Grande Phase 1
Recorded in Volume 4543, Pages 65-67, 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 Drive 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 the boundary of Lot 1, Block 1, Port Grande Subdivision, Phase 1 and requires additional land area outside the limits of the permanent variable width Utility and Access easement to construct this project;

1.5 Majestic Port Grande 1 has a recorded plat on file with the City that shows platted lots that abut Uniroyal right of way. Port Grande Phase 1 plat recorded in Volume 34, Pages 47-49, W.C.P.R.

II. AGREEMENT

The parties agree as follows:

2.1 Majestic Port Grande 1 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 1 retains the right to modify the drainage easements to

coincide with its development plans for Lot 1, Block 1, Port Grande Subdivision Phase 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 1" 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 1, 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 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.

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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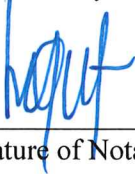
COUNTY OF LOS ANGELES

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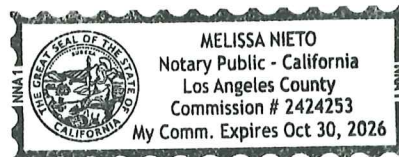
On November 5, 2024 before me, Melissa Nieto, Notary Public, personally appeared Edward P. Roski, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity,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

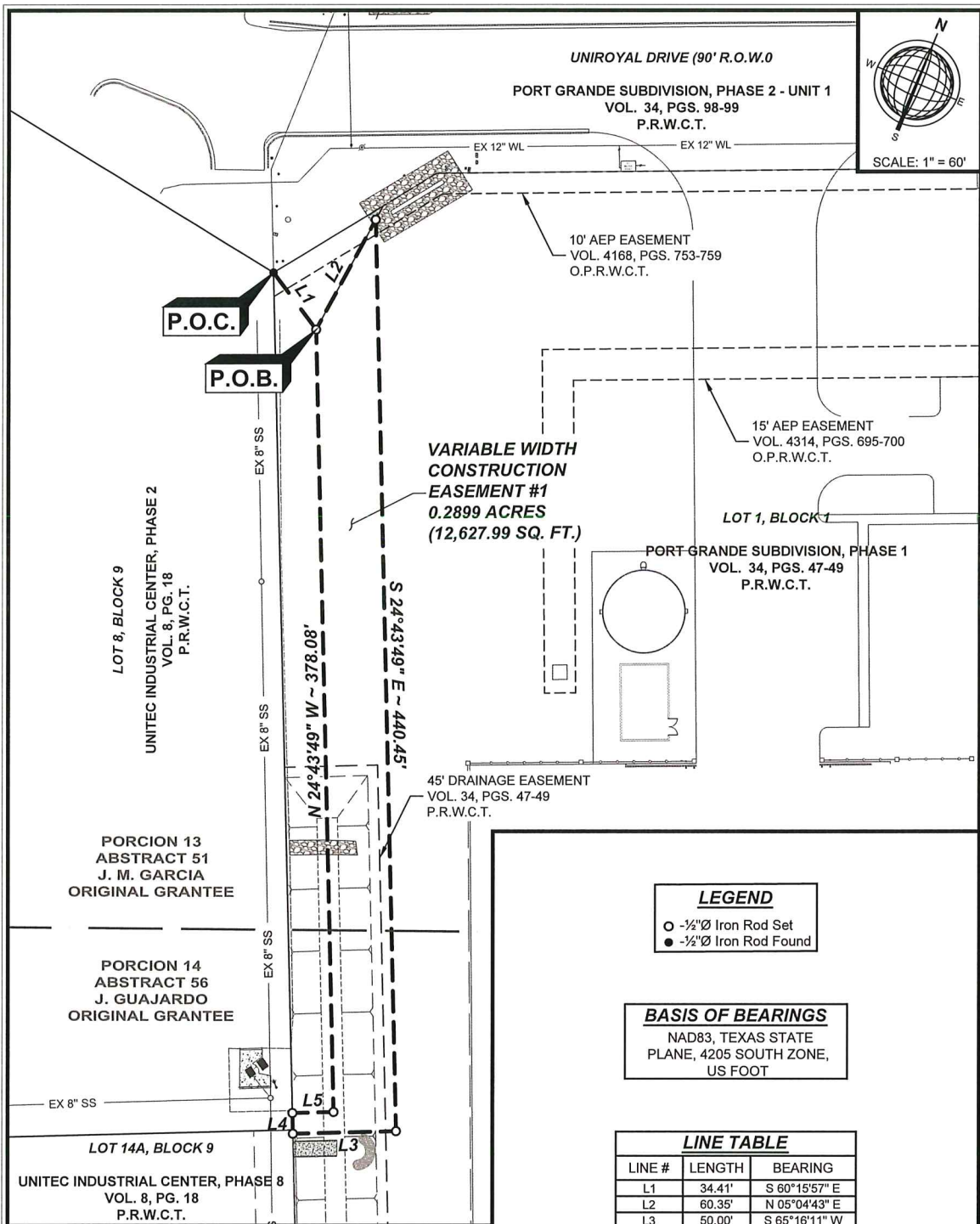
WITNESS my hand and official seal.



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

LEGEND

- - 1/2" Ø Iron Rod Set
- - 1/2" Ø Iron Rod Found

BASIS OF BEARINGS

NAD83, TEXAS STATE
 PLANE, 4205 SOUTH ZONE,
 US FOOT

LINE TABLE

LINE #	LENGTH	BEARING
L1	34.41'	S 60°15'57" E
L2	60.35'	N 05°04'43" E
L3	50.00'	S 65°16'11" W
L4	10.00'	N 24°43'49" W
L5	20.00'	N 65°16'11" E

*Survey of a variable width construction
 easement being a 0.2899 acre tract out of
 Lot 1, Block 1, Port Grande Subdivision,
 Phase 1 recorded in
 Volume 34, Pages 47-49, P.R.W.C.T.,
 Laredo, Webb County, Texas*



CRANE ENGINEERING CORP.

1310 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 0.2899 acre tract of land over and across
Lot 1, Block 1, Port Grande Subdivision, Phase 1
Webb County, Texas

Being a variable width tract of land over and across Lot 1, Block 1, Port Grande Subdivision, Phase 1, recorded in Volume 34, Pages 47-49, Plat Records, Webb County, Texas, conveyed to Majestic Port Grande 1, LLC, described in deed recorded in Volume 4543, Pages 65-67, Official Public Records, Webb County, Texas, and being situated in Porcion 13, J.M. Garcia, Abstract 51 and Porcion 14, J. Guajardo, Abstract 56, 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, 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, at the southerly Right-of-Way line of Uniroyal Drive;

THENCE, South 60 degrees 15 minutes 57 seconds East, 34.41 feet to a ½" iron rod set for the POINT OF BEGINNING;

THENCE, the following courses and distances:

North 05 degrees 04 minutes 43 seconds East, 60.35 feet to a ½" iron rod set for the most northerly corner hereof;

South 24 degrees 43 minutes 49 seconds East, 440.45 feet to a ½" iron rod set for the most easterly corner hereof;

South 65 degrees 16 minutes 11 seconds West, 50.00 feet to a ½" iron rod set at the at the easterly line of aforementioned Lot 8, Block 9, for the most southerly corner hereof;

THENCE, with the easterly line of said Lot 8, Block 9, **North 24 degrees 43 minutes 49 seconds West, 10.00 feet to a ½" iron rod set** for an exterior corner hereof;

THENCE, the following courses and distances:

North 65 degrees 16 minutes 11 seconds East, 20.00 feet to a ½" iron rod set for an interior corner hereof;


North 24 degrees 43 minutes 49 seconds West, 378.08 feet to the POINT OF BEGINNING and containing 0.2899 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

