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.

SANITARY SEWER EASEMENT

THE STATE OF TEXAS §
§ **KNOWN ALL MEN BY THESE PREMISES**
COUNTY OF WEBB §

That **UNITED INDEPENDENT SCHOOL DISTRICT,** ("Grantor"), whose address is 201 Lindenwood, Laredo Texas 78045, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by the **CITY OF LAREDO, TEXAS,** ("GRANTEE") a Texas home rule municipality whose mailing address is 1110 Houston St., P.O. Box 579, Laredo, Webb County, Texas 78042, the receipt and sufficiency of which consideration is hereby fully acknowledged and confessed, has DEDICATED, GRANTED, SOLD, CONVEYED and by these presents does DEDICATE, GRANT, SELL, AND CONVEY unto Grantee a perpetual permanent easement and right of way for sewer access purposes, together with the right to , reconstruct, repair, and perpetually maintain and operate a sanitary sewer main together with all necessary laterals and appurtenant facilities in, , under and across the following tract of land in Webb County Texas as set forth herein to wit:

> **A tract of land containing 0.6194 acres, more or less, situated in Porcion 30, Abstract 469, Cordova Moreno, Original Grantee, and Porcion 31, Abstract 3116, Jose Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the UISD Student Activity Complex/Education Support Center Plat, recorded in Volume 21, Pages 43-44, Webb County Plat Records and the UISD 33.64 Acre Tract, recorded in Volume 3233, Pages 632-638, Webb County Deed Records and being more particularly described by metes and bounds on Exhibit B attached hereto, and shown on the survey attached here to as Exhibit A.**

The Grantee herein, its successor and assigns, shall have, and it is hereby granted, the right of ingress and egress over the area identified as Access Area of the Easement Property on Exhibit A, as is reasonably necessary to and for the limited purpose of accessing, constructing, and maintaining the Temporary and Permanent Improvements within the Sanitary Sewer Area set forth on Exhibit B. Exhibits A and B are within the Sanitary Sewer Easement. The use by Grantee of the Access Area set forth in Exhibit A, shall be limited to ingress and egress necessary to reconstruct, repair and perpetually maintain and operate a sanitary sewer line in the Sanitary Sewer Area set forth in Exhibit B. The right of ingress and egress over the access area of the Easement Property described on Exhibit B shall be non-exclusive and Grantee shall not interfere with the use of such are by the Grantor or any of the Grantor's agents, representatives, assignees, transferees, licensees, or invitees.

The use by Grantee of the Sanitary Sewer Area set forth in Exhibit B shall be limited to the non-exclusive use of such area for ingress and egress necessary to reconstruct, repair, and perpetually maintain and operate a sanitary sewer main together with all necessary laterals and appurtenant facilities. The use by Grantee of the Sanitary Sewer Area shall be non-exclusive and shall not interfere with the Grantor or its agents, representatives, invitees, or licensees.

This conveyance, however, is made and accepted subject to any and all validity existing encumbrances, easements, mineral leases, conditions, and restrictions, relating to the herein above-described property as now reflected by the Official Property Records of Webb County, Texas and subject to the outcome of Cause Number 2023 CVG000151D2.

1. Indemnification and Agreement to Hold Harmless: To the extent authorized by the laws of the State of Texas and Texas Constitution, the Grantee (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the Grantor and its officials, employees and agents (the "Indemnified Party") against any and all claims, losses, or damages, expenses and other liabilities, including without limitation reasonable attorneys' fees, arising from any claim by the employees, agents, representatives, licensees, invitees, contractors or subcontractors of the Grantee pertaining to any property, personal injury or death claim and any third party claims, to the extent pertaining to a third party claim for physical damage to property or physical injury or death to any person, resulting from or arising out of (i) the use of the Sanitary Sewer Easement by the Grantee or any improvements thereon, or its grantees, assignees, employees, agents, representatives, lessees, contractors, subcontractors, invitees or licensees (ii) any negligent act or negligent failure to act or willful misconduct on the part of the Grantee or anyone else engaged in doing work for the Grantee such as representatives, agents, assignees, transferees, contractors, subcontractors, invitees or licensees, (iii) any breach of this Agreement by the Grantee or its representatives, agents, contractors, subcontractors, invitees or licensees. The Grantee shall defend, in good faith and at its own expense, any claim or demand against the Grantor as set forth herein and as prescribed by Texas law.

2. This Sanitary Sewer Easement shall not be assignable without the consent of the Grantor, which the Grantor may withhold without cause and in its sole discretion.

3. Insurance: Grantee shall ensure that all agents, representatives, contractors, subcontractors, licensees, and invitees shall procure and provide at their sole cost and expense insurance for general liability coverage in amounts not less than a combined single limit of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, insuring against any and all liability to the extent obtainable for property damage, bodily injury or death occasioned by or arising out of or in connection with the use of the Sanitary Sewer Easement by Grantee or any improvements thereon, or its employees, agents, contractors, subcontractors, licensees or invitees. In addition, the Grantee shall ensure that its agents, representatives, contractors, subcontractors, invitees and licensees will maintain or cause to be maintained during periods in which Grantee, its employees, officers, owners, agents, contractors, subcontractors, licensees and invitees are utilizing the Sanitary Sewer Easement, have (i) comprehensive automobile liability insurance to the extent applicable with bodily injury and property damage covering vehicles owned, hired, or non-owned as

required by Grantor; (ii) workers' compensation and employer's liability insurance insuring against and satisfying the insured's obligations and liabilities under the workers compensation laws of the State of Texas; and (iii) an excess/umbrella liability policy of at least $10,000,000.00. The insurance dollar limits provided above shall be increased by ten percent (10%) on every fifth (5th) anniversary date of this Agreement and shall at all times be sufficient to qualify for the limitation of liability provided under the Texas Property Code.

The Grantee shall ensure that its employees, assignees, transferees, grantees, agents, representatives, contractors, subcontractors, invitees, and licensees do not leave the Sanitary Sewer Easement and travel on any of the adjoining real property of Grantor and that they follow all safety and notice protocols of Grantor and all regulations of Grantor. Any person traveling on any of the adjoining real property or violating any of the safety protocols, the notice protocols or regulations of Grantor may be denied entry upon the Sanitary Sewer Easement by Grantor.

The Grantor may move the location of the section of the Easement Property within the SAC Plat as long as the Grantee continues to have reasonable access to the improvements located outside of the SAC Plat as reflected in Exhibit B.

TO HAVE AND TO HOLD the above-described property for said drainage easement, utility and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby binds itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on this _____ day of _____, 2024.

Grantor: United Independent School District

By: _____
Ramiro Veliz, III
President of the Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2024, by Ramiro Veliz, III, President of the Board of Trustees.

_____
Notary Public, State of Texas
[Seal] My commission expires: _____