

RELOCATION OF ACCESS EASEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Relocation of Access Easement Agreement (the "**Relocation Agreement**") is executed by the **COUNTY OF WEBB**, a political subdivision of the State of Texas ("**Webb County**") and **RODOLFO GARCIA PROPERTIES, LLC** ("**Garcia**").

WHEREAS, Webb County is the owner of a 2.00 acre tract of land located in the western part of Porcion 23, Abstract 1-1544, Webb County, Texas described by metes and bounds in that certain deed dated June 15, 1973, executed by Candelario Solis, recorded in Volume 439, pages 47-48, Webb County Deed Records; and

WHEREAS, access to the 2.00 acre tract is currently by means of the access easement depicted on the attached Exhibit "A"; and

WHEREAS, Garcia is the owner of a 11.1157 acre tract described by metes and bounds in that certain Warranty Deed dated May 30, 2006, executed by Vicente Aldape Garza, et al, recorded in Volume 2106, pages 597-609, Webb County Official Public Records; and

WHEREAS, Garcia has requested Webb County to relocate its access easement from its present location shown on Exhibit "A" to the site shown on the attached Exhibit "B"; and

WHEREAS, Webb County has agreed to relocate the access easement to its 2.00 acre tract to the site shown on Exhibit "B".

NOW THEREFORE, in consideration of the premises and the mutual benefit of both parties, and to effectuate the relocation of the access easement, Webb County and Garcia hereby agree as follows:

- A. Grant of Easement. Garcia (the "**Grantor**") grants and conveys to Webb County (the "**Grantee**") and Grantee's successors and assigns, the access easement described on the attached Exhibit "C" for the benefit of Grantee's 2.00 acre tract together with all and singular the rights and appurtenances thereto in any way belonging (the "**Easement**"), to have and to hold the Easement to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or part thereof subject to the terms and conditions applicable to the Easement granted by this Relocation Agreement.
- B. Terms and Conditions. The following terms and conditions apply to the Easement granted by this Relocation Agreement:
 1. Easement Purpose. The purpose of the Easement is to provide free and uninterrupted pedestrian and vehicular ingress to and egress from the Grantee's 2.00 acre tract from FM 1472 (Mines Road) by means of the Casa Del Lago Road.

2. Character of Easement. The Easement is appurtenant to and runs with all or any portion of the Grantee's 2.00 acre tract, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Grantee's 2.00 acre tract. The Easement is NONEXCLUSIVE and IRREVOCABLE. The Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own the 2.00 acre tract or any interest in the 2.00 acre tract (as applicable, the "Holder").
3. Duration of Easement. The duration of the Easement is perpetual.
4. Reservation of Rights. Grantor reserves for Grantor and Grantor's heirs and assigns the right to continue to use and enjoy the surface of the Easement for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this Relocation Agreement.
5. Improvement and Maintenance of Easement Property. Grantor agrees to clear the Easement of all brush and apply a caliche base to the Easement. After the initial clearing and application of the caliche base, the improvement and maintenance of the Easement Property will be at the expense of Holder and/or any other user of the Easement.
6. Relocation of Security Light. Grantor agrees to bear the expense of moving the security light from its present location on the 2.00 acre tract, if needed, due to the relocation of the access easement.
7. Equitable Rights of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefitted by this Relocation Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or waiver of any other rights or remedies available at law or in equity.
8. Attorney's Fees. If either party retains an attorney to enforce this Relocation Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
9. Binding Effect. This Relocation Agreement binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns.
10. Choice of Law. This Relocation Agreement will be construed under the laws of the state of Texas. Venue is in Webb County.
11. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary

or appropriate to perform the terms, provisions and conditions of this Relocation Agreement.

12. Entire Agreement. This Relocation Agreement and the exhibits are the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this Relocation Agreement and any exhibits.
 13. Legal Construction. If any provision in this Relocation Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Relocation Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Paragraph and section headings in this Relocation Agreement are for reference only and are not intended to restrict or define the text of any section. This Relocation Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
 14. Notices. Any notice required or permitted under this Relocation Agreement must be in writing. Any notice required by this Relocation Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Relocation Agreement. Notice may also be given by personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
- C. Relinquishment of Existing Easement. Grantee releases and relinquishes any and all of its rights, title and interest in the existing easement shown on the attached Exhibit "A". Grantee acknowledges and confirms that the existing easement, upon the execution of this Relocation Agreement, will be null and void, no longer in effect and will no longer burden the property where it is presently located. The access easement to the 2.00 acre tract shall be the Easement depicted on Exhibit "B" and described on Exhibit "C".

EXECUTED this _____ day of _____, 2014.

GRANTOR:

RODOLFO GARCIA PROPERTIES, LLC

By: _____
RODOLFO GARCIA, Manager

P. O. Box 116
Laredo, Texas 78042-0116
Fax No. (956) 722-4931

GRANTEE:
COUNTY OF WEBB

By: _____
DANNY VALDEZ, County Judge

Address: _____

Fax: _____

THE STATE OF TEXAS §

COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2014 by RODOLFO GARCIA, Manager of RODOLFO GARCIA PROPERTIES, LLC, a Texas limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2014 by DANNY VALDEZ, Webb County Judge.

Notary Public in and for the State of Texas

FM 1472 (MINES ROAD)

(± 200' ROW)

82' B/B

S 15°08'20" E 1006.63'

GATE
SHARE ACCESS ESM'T
50'

7.04 Acs.

N 22°52'26" W 923.64'

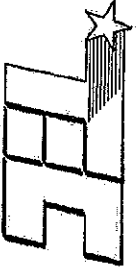
BARBED WIRE FENCE

Webb County
2.0 Acre Tract

30' ACCESS ESM'T

0.25 Acs.

SHARE ACCESS ESM'T
50'



TEC ENGINEERS & CONSULTANTS INC.
TEXAS REGISTERED ENGINEERING FIRM F-0097148
807 GUADALUPE ST. SUITE 101 LAREDO, TX 77040
PH. (956) 91-1220 FAX (956) 73-7687

PRELIMINARY SKETCH

ALTERNATIVE 5



NORTH
SCALE 1"=100'

EXHIBIT "A"

Legal Description
A 0.230 Acres Out of Porcion 23
Leonardo Sánchez Original Grantee, Abstract 283,
City of Laredo, Webb County, Texas

A tract of land containing 0.230 acres out of Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283, Webb County Texas and out of 11.115 acre tract as per warranty deed to Rodolfo Garcia recorded in Volume 2106, Pages 597-609, of the Webb County Texas Official Public Records. Said 0.230 acre tract is being more particularly described by metes and bounds as follows;

Commencing at the southeast corner of a tract of a 2.00 acre tract conveyed to County of Webb a political subdivision (A.K.A: U.S.D.A. Tract) as per warranty deed recorded in Volume 439, Page 47, of the Webb Texas, County Deed Records.

THENCE; S 64° 02' 18" W, a distance of 168.73 feet to the POINT of BEGINNING of a tract of land containing 0.230 acres more or less.

THENCE; S 26° 00' 46" E, a distance of 172.38 feet to a point of deflection left hereof;

THENCE; S 71° 00' 46" E, a distance of 28.28 feet to a point on the existing curb & gutter on north line of Casa Del Lago Road (Unrecorded) for the southeasterly corner hereof;

THENCE; S 63° 59' 14" W, along the existing curb & gutter on north line of Casa Del Lago Rd., a distance of 90.00 feet to a point for the southwesterly corner hereof;

THENCE; N 18° 59' 14" E, a distance of 28.28 feet to a point of deflection left hereof;

THENCE; N 26° 00' 46" W, a distance of 172.43 feet to a point on the south line of the U.S.D.A tract aforementioned for the northwest corner hereof;

THENCE; N 64° 02' 18", a distance of 50.00 feet to the POINT OF BEGINNING of a tract of land containing 0.230 acres more or less.

Surveyor's Certificate

State of Texas:
County of Webb:

I, David Barrera, RPLS No. 5286, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat of survey was prepared from a field survey of the subject property conducted on the ground under my supervision. Bearings shown hereon are referenced to grid Texas South Zone 4205, NAD 83



David Barrera, RPLS No. 5286, June 24, 2014



SEAL

EXHIBIT "C"

ATTEST:

Danny Valdez
Webb County Judge

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**