

To the extent permitted by law, Grantee agrees to restore the Easement to its condition prior to the construction of any Facilities including (i) restoring the grade of the Easement and (ii) removing the top 12” of topsoil from any area affected as part of such construction (the “Removed Topsoil”), removing any clay Spoils from the surface of the Easement, and replacing the top 12” of such affected portion of the Easement with the Removed Topsoil.

Grantee shall provide Grantor with no less than twenty four (24) hours verbal notice prior to entering onto the Easement for purposes of constructing or maintaining the Facilities. No notice will be required in the event of exigent circumstances.

To the extent of the law, Grantee shall pay Grantor reasonable property damages to Grantor’s adjoining property damaged by Grantee in its exercise of its rights under this Easement. Grantor shall begin to enforce 90 days after the completed construction of said Drainage Easement.

Grantor shall have the right to tap into the Facilities located in the Easement for the drainage needs of any development of Grantor’s adjoining land, provided that Grantor complies with (i) the subdivision regulations and all other laws and ordinances governing the development of such property, and (ii) the permitting requirements of Grantee in effect at that time.

Grantors reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the Easement, with the rights of ingress, and egress, thereto, together with all and singular the rights and appurtenances thereto, in any wise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind themselves, and their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the Easement premises unto the Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants it is sole owner and holds fee simple title to the property on which the Easement is located. Grantor has the unrestricted rights and authority and has taken all necessary action to authorize Grantor to execute the Easement and to grant to Grantee the rights granted hereunder.

This Easement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns. The parties intend that this Easement creates a valid and present interest in the property on which the Easement is located in favor of Grantee and therefore this Easement will be deemed an interest in and encumbrance upon the property on which the Easement is located which will run with the property on which the easement is located. Parties agree that this easement contributes to the Grantee’s public purpose of managing, redirecting, and relieving County drainage systems to

mitigate flooding events. Grantee may assign all and/or part of its interest or rights in the Easement.

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This Easement may only modified in a separate writing signed by both parties. This easement shall be governed by and construed under the laws of the State of Texas excluding any choice of law provisions thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2024.

Grantor:

Reynaldo Garcia/ Trugar Enterprises, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Reynaldo Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public, State of Texas