

ASSIGNMENT OF TEMPORARY CONSTRUCTION EASEMENT

This **ASSIGNMENT OF TEMPORARY EASEMENT** ("Assignment") is made and entered into as of the Effective Date (as defined below) by and between the Seguin Economic Development Corporation, a Type A Economic Development Corporation incorporated in the State of Texas, ("Assignor"), and the City of Seguin, a Texas home-rule municipality ("Assignee").

RECITALS

WHEREAS, Assignor is the grantee and holder of a certain Temporary Construction Easement ("Temporary Construction Easement") dated _____, and recorded in the Official Public Records of Guadalupe County, Texas, as Document No. _____; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title, and interest in and to the Temporary Construction Easement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Temporary Construction Easement, as provided in Exhibit "AA-1" to this Assignment, and subject to all terms and conditions set forth in the Temporary Construction Easement.
2. **Acceptance.** Assignee hereby accepts the assignment of the Temporary Construction Easement and agrees to assume the rights, duties, and responsibilities imposed on Assignor under the Temporary Construction Easement to the extent applicable during the term of this Assignment.
3. **Term.** This Assignment shall remain in effect until the expiration or termination of the Temporary Construction Easement, unless earlier terminated by mutual written agreement of the parties.
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.
5. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

EXECUTED to be effective as of _____, 2025.

ASSIGNOR:

SEGUIN ECONOMIC DEVELOPMENT CORPORATION

Signature: _____
By: Joshua Schneuker, Executive Director

**STATE OF TEXAS
COUNTY OF GUADALUPE**

This instrument was acknowledged before me on this ____ day of _____, 2025, by Joshua Schneuker, in their capacity as Executive Director of the Seguin Economic Development Corporation.

Notary Public, State of Texas
My Commission Expires: _____

ASSIGNEE:

CITY OF SEGUIN, TEXAS

Signature: _____
By: Steve Parker, City Manager

**STATE OF TEXAS
COUNTY OF GUADALUPE**

This instrument was acknowledged before me on this ____ day of _____, 2025, by Steve Parker, in their capacity as City Manager of the City of Seguin.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT AA-1

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

§

COUNTY OF GUADALUPE

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EFFECTIVE DATE: January 1, 2025

GRANTOR: BGO-YUKON SEGUIN LLC, a Delaware limited liability company

GRANTOR'S MAILING ADDRESS: 205 N. River Street, Guadalupe County, Seguin, Texas 78155

GRANTEE: SEGUIN ECONOMIC DEVELOPMENT CORPORATION

GRANTEE'S MAILING ADDRESS: 211 North River Street, Seguin, Texas 78155

TEMPORARY EASEMENT PROPERTY: Being land containing 1.96 acres of land (85,500 square feet), being more particularly described and depicted in Exhibit "A" to this Temporary Construction Easement, which is incorporated herein for all purposes.

CONSIDERATION: Ten and no/100 Dollars and other good and valuable consideration, the receipt of which GRANTOR acknowledges.

EASEMENT PURPOSES: Any and all activities reasonably necessary for the installation and construction of a public road within the existing Lawson Street right of way, as such right of way may be expanded pursuant to that certain .07069 acre tract of land conveyed to the City of Seguin and recorded under Document No. 2024990032123 of the Real Property Records of Guadalupe County, Texas, in connection with the Lawson Street Reconstruction Project, as such project was approved by the City of Seguin's City Council on or about August 20, 2024 (the "Lawson Street Reconstruction Project"), together with the right of ingress and egress in, through, upon, over, and across said Temporary Easement Property for the purpose of installing and constructing the adjacent public road.

DURATION: Beginning on the Effective Date, and terminating nine (9) months from the Effective Date, at which time this Temporary Construction Easement shall automatically expire without the necessity of the execution of any document or the taking of any further action.

Notwithstanding the foregoing, to the extent that the Temporary Construction Easement has terminated by its own terms, upon GRANTOR's written request, GRANTEE shall execute and record an instrument confirming the termination of the Temporary Construction Easement in form reasonably satisfactory to GRANTOR. In further consideration of this grant, said GRANTEE expressly agrees that it will not utilize any of GRANTOR's adjacent property for any construction, storage or staging of materials or equipment, access, or parking; and GRANTOR expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that, during the term of this Temporary Construction Easement, no building or other obstruction of any kind will be placed by or for GRANTOR or its legal representatives, successors and/or assigns, within the Temporary Easement Property.

RESERVATIONS: Notwithstanding anything herein to the contrary, GRANTOR herein retains, reserves and shall continue to use the surface and subsurface of the Temporary Easement Property, for any and all purposes which do not unreasonably interfere with and prevent the use of the Temporary Easement Property, for the benefit of GRANTOR and GRANTOR's successors and assigns. GRANTOR further reserves for itself and its heirs, successors, and assigns the right to convey to others the right to use all or part of the Temporary Easement Property in conjunction with GRANTEE, but only if such use does not unreasonably interfere with or prevent the use of the Temporary Easement Property for the Easement

Purposes to be undertaken by GRANTEE. GRANTEE acknowledges and agrees that its use of the Temporary Easement Property and the grant of the Temporary Construction Easement as set forth herein will not adversely impact the ability of GRANTOR to access or enter the GRANTOR's adjacent property.

EXCEPTIONS: This Temporary Construction Easement and other rights of the GRANTEE hereunder are granted and subject to any and all agreements, restrictions, covenants, easements, rights-of-way, lines, encumbrances and/or other matters affecting title of record that affect the Temporary Easement Property, whether or not they are shown of record in Guadalupe County, Texas, and all zoning laws, regulations and ordinance or municipal and other governmental authorities relating to the Temporary Easement Property, but only to the extent that they are still in force and effect.

EASEMENT GRANTED:

GRANTOR, for the Consideration and subject to the Reservations and Exception set forth herein, grants, sells and conveys to GRANTEE, a temporary, non-exclusive, construction easement pursuant to the terms hereof over, upon and across the Temporary Easement Property for the Easement Purposes (the "Temporary Construction Easement"); to have and to hold it to GRANTEE, GRANTEE's permitted successors or assigns forever, for use subject to the terms hereof.

GRANTEE expressly agrees that it will remove from the Temporary Easement Property all surplus materials impediments, and debris upon the earlier of the completion of work related to this Temporary Construction Easement or the termination hereof, and will cause the Temporary Easement Property and GRANTOR's adjacent land to be left as nearly as is possible in the condition as it existed prior to the initial entry and use thereof by GRANTEE and/or any representatives, contractors, or agents on its behalf.

GRANTEE shall have the right to remove from said Temporary Easement Property all trees and other vegetation in whole or in parts thereof which may interfere with exercise of the rights granted hereunder in accordance with applicable regulations relating thereto and utilizing industry standard vegetative management practices; GRANTEE shall not damage, destroy or remove any trees within the Temporary Easement Property with a trunk diameter greater than four inches (4") without the prior written approval of GRANTOR.

ASSIGNMENT: GRANTEE may not assign this Temporary Construction Easement or any of the rights granted herein without the prior written consent of GRANTOR; provided however, that GRANTEE shall be permitted to assign its rights hereunder to the City of Seguin, a Texas home-rule municipality, without GRANTOR's consent, so long as the City of Seguin assumes the obligations and liabilities of GRANTEE hereunder; and further provided that GRANTEE shall not be released or relieved of the GRANTEE's duties or obligations under this Temporary Construction Easement in connection with any such assignment. The provisions of this Temporary Construction Easement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the parties hereto. The provisions of this Temporary Construction Easement shall be construed as a whole and not strictly for or against any party. This Temporary Construction Easement shall not be deemed, and is not intended, to effect a public dedication of any part of the Temporary Easement Property and, further, does not otherwise create any rights in any third party.

INSURANCE: GRANTEE, without waiving any applicable governmental immunity, agrees to maintain adequate intergovernmental risk management fund coverage and shall require its contractor(s) to maintain general liability insurance with not less than \$2M in policy limits during all periods of use of the Temporary Easement Property and to be responsible for any damage or injury resulting from GRANTEE's or its contractor's activities on the Temporary Easement Property. GRANTEE and its contractors shall be responsible for any damage or injury to person or property resulting from its contractor's activities on the Temporary Easement Property, and in furtherance of the foregoing, GRANTEE will cause its contractors to indemnify, hold harmless, and defend GRANTOR from any and all claims relating to the use of the

Temporary Construction Easement by GRANTEE and its contractors. GRANTOR shall be a named additional insured under the policies, and shall be furnished with certificates of insurance evidencing the same.

WARRANTY: Subject to the Reservations and Exceptions, GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns to warrant and defend all and singular the above-described Temporary Construction Easement and rights unto GRANTEE, its permitted successors and assigns during the term hereof, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by through or under GRANTOR, but not otherwise.

(Signature page follows)

GRANTOR: BGO-YUKON SEGUIN LLC

Signature: _____

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, on this _____ day of _____, 2025, by _____, in their capacity as _____ of BGO-YUKON SEGUIN LLC.

Notary Public for the
State of _____

**GRANTEE:
SEGUIN ECONOMIC
DEVELOPMENT CORPORATION**

Signature: _____

By: Joshua Schneuker, Executive Director

**STATE OF TEXAS
COUNTY OF GUADALUPE**

This instrument was acknowledged before me, the undersigned authority on this _____ day of _____, 2025, by Joshua Schneuker, Executive Director of the Seguin Economic Development Corporation.

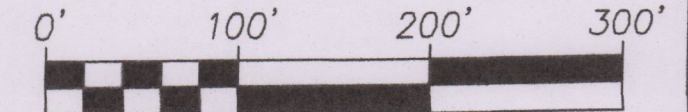
Notary Public for the
State of Texas

A FINAL PLAT CONSISTING OF: 15.859 ACRE (690,800 SQUARE FEET) TRACT OF LAND SITUATED IN THE HUMPHRIES BRANCH SURVEY NUMBER 17, ABSTRACT NUMBER 6, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING ALL OF THAT CERTAIN CALLED 12.370 ACRE TRACT DESCRIBED IN INSTRUMENT TO US 90 WEST VENTURE GROUP, LLC RECORDED IN VOLUME 4131, PAGE 39 OF THE GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS; BEING ALL OF THAT CERTAIN CALLED 3.3910 ACRE TRACT DESCRIBED IN INSTRUMENT TO SEGUIN MEDIA GROUP, LTD RECORDED IN VOLUME 4131, PAGE 39 OF THE GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS.

1 - LOT 1-BLOCK



SCALE: 1" = 100'



**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PRINT: May 6, 2022

LEGEND

AC	ACRE(S)	VOL	VOLUME
BLK	BLOCK	PAGE(S)	PAGE(S)
DR	DEED RECORDS OF BEXAR COUNTY, TEXAS	RIGHT-OF-WAY	RIGHT-OF-WAY
GCOPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS	SURVOR (TYPE I, II OR III)	FOUND 1 1/2" IRON ROD (UNLESS NOTED OTHERWISE) SET 1/2" IRON ROD (PD) FOUND INOT MONUMENTATION FOUND MONUMENTATION

— ~~1140~~ — EXISTING CONTOURS

- 1 15' PUBLIC UTILITY EASEMENT
- 2 7.5' RIGHT-OF-WAY DEDICATION (0.30 ACRES)
- 3 VARIABLE WIDTH RIGHT-OF-WAY DEDICATION (0.073 ACRES)
- 1 30' GAS EASEMENT
PNG UTILITY COMPANY
(VOL 1619, PG 508, GCOPR)
- 2 20' ELECTRIC EASEMENT
CITY OF SEGUIN
DATED 12/12/13 (UNRECORDED)

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5789.60'	002°51'29"	S58°23'07"W	288.77'	288.80'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°46'43"E	158.01'
L2	S11°30'43"E	159.65'
L3	S56°09'29"W	81.89'
L4	N00°53'57"W	180.27'
L5	N88°46'43"E	5.00'
L6	S18°58'16"E	49.23'


Maximum disturbed area limits
Temporary Construction easement
1.96 Acres (85,500 SF)

20' TCE
Doc.

CERTIFIED TO BE A TRUE
AND CORRECT COPY,
Guadalupe County Clerk

PAGE 2 OF 2 MA

STATE OF TEXAS
COUNTY OF GUADALUPE
I do hereby certify that the foregoing is a true
and correct copy as the same appears on FILE
AND RECORDED in the Official Public Record
of Guadalupe County, Texas, on the date and
time stamped thereon.


 JESSA KIEL
 TERESA KIEL
 Guadalupe County Clerk
 By Malissa A. [Signature] Deputy

FEB 08 2023

SHEET 2 OF 2