NON-EXCLUSIVE

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §

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COUNTY OF WEBB \$ KNOW ALL MEN BY THESE PRESENTS:

- 1. Hill Top Farm, Ltd., an individual, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor and paid by the City of Laredo, Texas, a Texas home-rule municipal Corporation, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee, a temporary construction easement in the location (hereinafter referred to as "TEMPORARY EASEMENT") across Grantor's property (the "Property"). Such Temporary Easement is more particularly identified as the access area shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- 2. The TEMPORARY EASEMENT shall be for the purpose of providing ingress and egress by general clearing and grading to allow for the installation and construction of potable water lines, and performance of related work and facilities ("Temporary and Permanent Improvements") on Grantee's property.
- 3. Grantee shall have the right to use and occupy the Temporary Easement during the construction and installation of the Temporary and Permanent Improvements. Such Temporary Easement shall expire automatically without further notice or action after the completion and final inspection of the Temporary and Permanent Improvements.
- 4. Immediately following the installation of the Permanent Improvements, if Grantee has removed or damaged existing improvements within said easement area or otherwise on Grantor's property, Grantee shall, at its expense, restore said property to substantially the same condition as existed before Grantee's entry upon easement property.
- 5. There are no liens, attachments, or other encumbrances which will affect the right of Grantor to convey this easement to Grantee for the purposes described herein.
- 6. Neither Grantee nor Grantee's successors or assigns shall have, claim, or demand any right or title to with respect to the herein conveyed temporary easement, or any part of it, except as expressly provided herein.

7. To the extent permitted by the laws of the State of Texas, Grantee agrees to indemnify the Grantor for damages to person and property arising from Grantee's exercise of this Easement except, Grantee shall not indemnify Grantor for such damages to person and property caused by the negligence or willful acts of Grantor, its employees, agents, invitees or guests.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement.

GRANTOR:		
By:	Date:	
	ACKNOWLEDO	SMENT
STATE OF TEXAS	§ § §	
COUNTY OF WEBB	§ §	
This instrument was ack	nowledged before m	ne on the day of, 2025, by
		Notary Public, State of Texas My Commission Expires:
ACCEPTED BY THE CITY O	F LAREDO, TEXA	AS, GRANTEE:
By:	Date:	
Joseph W. Neeb City Manager		
ATTEST:		
Mario Maldonado		
City Secretary		
APPROVED AS TO FORM:		
Rodolfo Morales III		
Assistant City Attorney		