

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2026, and is made by and between THE CITY OF LAREDO, a municipal corporation (“City”), and AGAVE INVESTMENTS, L.L.C., a Texas limited liability company (“Agave”). City and Agave are sometimes collectively referred to herein as the “Parties”.

### Preliminary Statement

Agave is the owner of that certain 0.93 Acre tract of land located in Laredo, Webb County, Texas, which is described as follows:

A tract of land containing 0.93 Acres, more or less, out of a tract of land conveyed to Agave Investments, LLC, described in Deed recorded in Volume 5227, Pages 41-54, Webb County Official Public Records, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

City has advised Agave of the need it has for the Property as part of the City’s Los Presidentes Right of Way Extension Project (“Los Presidentes ROW Extension Project Phase 2B”) which it has plans to initiate in the future for the purpose of alleviating vehicular and pedestrian traffic in the areas adjacent to or in the vicinity of Los Presidentes and residential and commercial developments serviced by the Los Presidentes right of way. As part of the discussions between the City and Agave, City advised Agave of its intent in the future to potentially acquire the Property through initiation of condemnation proceedings covering the Property should the Parties fail to negotiate the terms for the proposed sale and purchase of the Property. After discussions and negotiations, the Parties entered into that certain Sale and Purchase Agreement of even or near even date herewith whereby City agreed to purchase the Property from Seller, as part of and including certain material terms that forms a part of the consideration set forth therein. The Sale and Purchase Agreement covering the Property is incorporated herein by reference as if fully set forth verbatim.

As part of the purchase of the Property from Agave, Agave has agreed to donate and pay to the City of Laredo the amount of \$\_\_\_\_\_ as its proportionate share of the construction costs incident to the extension of the Los Presidentes ROW Extension Project Phase 2B upon the Property (“Agave’s Contribution”), as set forth in a signed and sealed Engineering Estimate prepared by Crane Engineering Corporation/Edward D. Garza \_\_\_\_\_, P.E., attached hereto as Exhibit B, and incorporated herein by reference. In exchange, City has agreed to forever relinquish and waive any right or request for contribution or payment by Agave for and incident to the construction of the Los Presidentes ROW Extension Project Phase 2B covering all real property and the Property forming such Project, as part of the project, or in the future and after the closing of the sale of the Property to City of Laredo (collectively the “ROW Improvements”).

Through this Agreement, City and Agave wish to memorialize the terms and conditions under which Agave has agreed to sell the Property to City, and City construct the Los Presidentes ROW Extension Project Phase 2B, upon the Property and other real property, as part of the Agreement and consideration tendered by Agave to the City for certain construction costs for the ROW Improvements of Phase 2B upon the Property, more fully described in Exhibit B.

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

1. At the Closing under the above Sale and Purchase Agreement, Agave will convey title to the Property through Special Warranty Deed, for the purpose of construction of the Los Presidentes ROW Extension Project Phase 2B upon the Property.
2. Conceptual Engineering and Design Plans for Los Presidentes ROW Extension Project Phase 2B upon Property. Prior to construction of the Los Presidentes ROW Extension Project Phase 2B upon the Property, Agave shall deliver to the City one (1) full set of the Engineering and Construction Plans and Specifications for the Los Presidentes ROW Extension Project Phase 2B (including the entire concrete pavement section along and across the 0,93 acre tract) for City's review and consideration. Agave shall be responsible to deliver to the City of Laredo one (1) full set of the Engineering and Construction Plans and Specifications (including but not limited to drainage report, drainage calculations, floodplain development permit application and estimates) for the remainder of the full cross section (South Bound lane from approximately STA: 9+33.09 to STA: 14+62.51) for City's review and consideration. The City shall have a period of not less than thirty (30) days within which to provide approval or disapproval of the proposed plans for the Los Presidentes ROW Extension Project Phase 2B. If not approved, Agave and City will undertake good faith efforts to reach an agreement regarding the design, plans and specifications for the extension.
3. City shall bear all cost and expense incident to the Los Presidentes ROW Extension Project Phase 2B, including upon the Property and available funding, as well as all costs and expense for construction for all improvements comprising the Los Presidentes ROW Extension Project Phase 2B, subject to Agave's contribution to this cost. As part of the construction, City shall be required to construct: (a) Road improvements in accordance with the Section 2 above of the Los Presidentes ROW Extension Project Phase 2B; (b) Drainage Improvements in accordance with the related drainage report; (c) Such other customary and standard improvements incident to a standard right of way extension project in accordance with the requirements of the City of Laredo, and as designed by Crane Engineering Corporation/Edward D. Garza, P.E. (Engineers) (the "Work"). City shall also be responsible for all costs and expenses incident to the repair, maintenance, reconstruction, and replacement of the improvements constructed upon the Property beyond acceptance of the project and one (1) year warranty as part of the Los Presidentes ROW Extension Project Phase 2B. City of Laredo shall ensure that it will address and handle post development runoff within the Work. Agave shall not be required to accept any post development runoff as a result of the Project and Work.
4. Subject to available funding, the Work upon the Property shall commence on or before thirty-six (36) calendar months from the Effective Date, with the Work being completed for use by the general public within forty eight (48) calendar months from the Effective Date (the "Construction Deadline"). Should City fail to complete the Work by the Construction Deadline, it shall return Agave's Contribution to

Agave within thirty (30) days from the Construction Deadline, without demand from Agave. By mutual agreement, the construction deadline may be extended an additional twelve (12) calendar months.

5. For the consideration set forth herein, and the consideration recited and included in the Sale and Purchase Agreement covering the Property. In addition, City does hereby waive, release and relinquish any claim of contribution

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from Agave, its successors and assigns, for any ROW Improvements upon the Property, whether required concurrently as part of the Work, or in the future, forever, whether for maintenance, repair or replacement cost of any and all ROW Improvements upon the Property comprising the Los Presidentes ROW Extension Project. This covenant shall survive the Closing of the sale of the Property by Agave to City and not be incorporated into the Deed delivered by Agave to City.

6. Performance of Construction.

(a) All Work shall be performed using good construction practices in compliance with all laws and legal regulatory requirements of the City of Laredo relating to the construction and the performance of similar projects as the Work. All construction shall be performed in a good and workmanlike manner in accordance with sound professional construction standards. City shall be responsible for the supervision of such construction work and, upon request, shall advise Agave as to the progress of the Work.

(b) The Work shall be deemed “Completed” on the date that City’s engineer certifies that the Work has achieved substantial completion (“Substantial Completion”) thereby permitting uninterrupted and free flow vehicular and pedestrian ingress and egress over the Los Presidentes ROW Extension Phase 2B, and through the existing Los Presidentes right of way to the general public.

7. A material consideration for entry by Agave into this Agreement, and the Sale and Purchase Agreement, is City’s representation to Agave that Agave shall never be requested by City or held responsible by City for payment or contribution of any amount necessary for any ROW Improvements upon the Property, that comprises the Los Presidentes ROW, Extension Project Phase 2B.

8. Indemnity and Insurance.

(a) Prior to initiation of construction, and continuing until the Work is completed, City shall cause to be maintained in force by its contractor a general commercial public liability policy or policies of insurance written by one or more responsible insurance carriers licensed to do business in the State of Texas insuring against liability for injury to and/or death of any/or damage to property of any person or persons in connection with the Work, with single limit liability coverage of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate. Such policy or policies shall provide, among other things, that (i) the insurer(s) specifically recognize and insure the obligations undertaken by the City pursuant to this Agreement and shall name Agave as an additional insured, and (ii) provide that the same may not be canceled or amended without at least thirty (30) days, prior written notice being given by the insurer to City and Agave. City agrees to deliver to Agave a certificate of insurance evidencing the existence in force of such policy or policies of insurance prior to the commencement of construction of the Work.

10. Miscellaneous.

(a) City may not assign its rights, or delegate its responsibilities under this Agreement, without the written consent of Agave, which consent may be withheld by Agave in its sole and absolute discretion.

(b) All notices hereunder shall be in writing and addressed as follows:

City of Laredo

Attn: \_\_\_\_\_

1110 Houston Street

Laredo, Texas 78040

Agave Investments, LLC

Attn: Mr. Gerardo G.S. Salinas and

Mr. Juan Salinas

5904 West Drive, Ste. 12

Laredo, Texas 78041

Telephone: (956) 724-8649

Email: [gerry@ggsalinasenterprises.com](mailto:gerry@ggsalinasenterprises.com)

[johnnysalinas@gmail.com](mailto:johnnysalinas@gmail.com)

With a copy to:

Kazen, Meurer & Perez, LLP

Attn: Mr. Sigifredo Perez, III

211 Calle del Norte, Ste. 100

Laredo, Texas 78041

Telephone: (956) 712-1600

Facsimile: (956) 712-1628

Email: [sperez@kmp-law.com](mailto:sperez@kmp-law.com)

(c) The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the Parties.

(d) In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party in such action a reasonable sum as attorneys' fees and court costs, to be fixed by the court in such action.

(e) The captions heading the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of their respective sections.

(f) This Agreement shall be construed in accordance with the laws of the State of Texas.

(g) This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

(h) The “**Effective Date**” of this Agreement shall be the date first written above. If the time period by which any right, option, or election under this Agreement must be exercised, or which any act required hereunder must be performed expires on a Saturday, Sunday, or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

(i) The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(j) Time is of the essence of this Agreement. This Agreement, together with all covenants, duties, and obligations, is binding upon City and Agave, their respective successors, legal representatives, and assigns.

Nothing in this Agreement shall be construed to limit or waive the City’s governmental or police powers, including but not limited to the authority to impose future development requirements, infrastructure participation, fees, or compliance with ordinances and regulations.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, City and Agave have executed this Agreement as of the date first above written.

**THE CITY OF LAREDO,**  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

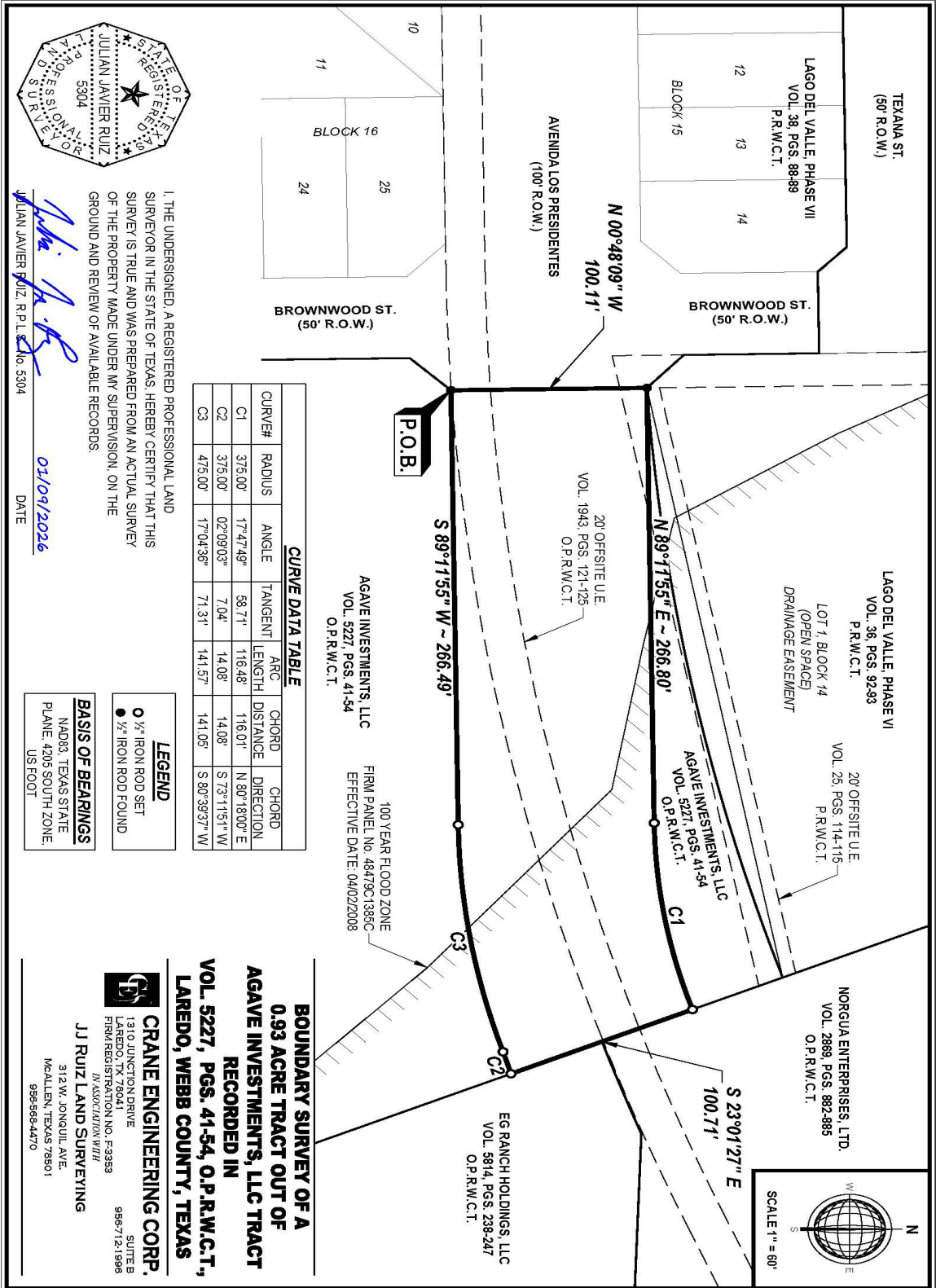
**AGAVE INVESTMENTS, L.L.C.,**  
a Texas limited liability company

By: \_\_\_\_\_  
GERARDO G.S. SALINAS  
Title: Manager

By: \_\_\_\_\_  
JUAN SALINAS  
Title: Manager

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**EXHIBIT A**



**CURVE DATA TABLE**

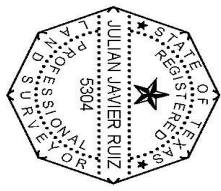
CURVE#	RADIUS	ANGLE	TANGENT LENGTH	ARC LENGTH	CHORD DISTANCE	CHORD DIRECTION
C1	375.00'	17°47'49"	58.71'	116.48'	116.01'	N 80°18'00" E
C2	375.00'	02°09'03"	7.04'	14.08'	14.08'	S 73°11'51" W
C3	475.00'	17°04'36"	71.31'	141.57'	141.05'	S 80°39'37" W

**LEGEND**

- 0 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND

**BASIS OF BEARINGS**

NAD83, TEXAS STATE PLANE, 4205 SOUTH ZONE, US FOOT



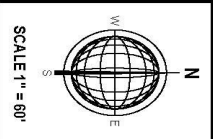
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND AND REVIEW OF AVAILABLE RECORDS.

*Julian Javier Ruiz*  
**JULIAN JAVIER RUIZ, R.P.L.S. No. 5304**  
 DATE: **01/09/2026**

**BOUNDARY SURVEY OF A 0.93 ACRE TRACT OUT OF AGAVE INVESTMENTS, LLC TRACT RECORDED IN VOL. 5227, PGS. 41-54, O.P.R.W.C.T., LAREDO, WEBB COUNTY, TEXAS**

**CRANE ENGINEERING CORP.**  
 1916 DUNSTON DRIVE  
 LAREDO, TEXAS 77901  
 FIRM REGISTRATION NO. F3353  
 9567121986

**JJ RUIZ LAND SURVEYING**  
 312 W. JONGUIL AVE.  
 McALLEN, TEXAS 78501  
 95659654470





**Field Notes**  
**for a 0.93 acre tract of land**  
**out of a tract of land conveyed to**  
**Agave Investments, LLC**  
**Webb County, Texas**

Being a 0.93-acre tract of land out of a tract of land conveyed to Agave Investments, LLC, described in deed recorded in Volume 5227, Pages 41-54, Official Public Records, Webb County, Texas, and being more particularly described by metes and bounds as follows, to wit:

**BEGINNING** at a  $\frac{1}{2}$ " **iron rod** found at the intersection of the southeast southeasterly Right of Way line of Avenida Los Presidentes and the northerly Right of Way line of Brownwood Street, shown on plat recorded with Lago Del Valle Subdivision, Phase VII, in Volume 38, Pages 88-89, Plat Records, Webb County, Texas, for the southwest corner hereof;

**THENCE**, with the easterly Right of Way line of Brownwood Street, **North 00 degrees 48 minutes 09 seconds West, 100.11 feet** to a  $\frac{1}{2}$ " **iron rod found** at the most southerly southwest corner of Lot 1, Block 14, Lago Del Valle Subdivision, Phase VI, recorded in Volume 36, Pages 92-93, Plat Records, Webb County, Texas, for the northwest corner hereof;

**THENCE**, through the interior of the said Agave Investments, LLC tract, **North 89 degrees 11 minutes 55 seconds East, 266.80 feet** to a  $\frac{1}{2}$ " **iron rod set** at the beginning of a curve to the left with a radius of **375.00 feet**, for a point of curvature hereof;

**THENCE**, With said curve to the left a distance of **116.48 feet** (Chord bearing **North 80 degrees 18 minutes 00 seconds East, 116.01 feet**) to a  $\frac{1}{2}$ " **iron rod set** at the westerly line of the Norgua Enterprises, Ltd. tract, described in deed recorded in Volume 2869, Pages 882-885, Official Public Records, Webb County, Texas, for the northeast corner hereof;

**THENCE**, with the westerly line of said Norgua Enterprises, Ltd. tract, **South 23 degrees 01 minutes 27 seconds East**, passing the most westerly northwest corner of EG Ranch Holdings, LLC tract, described in deed recorded in Volume 5814, Pages 238-247, Official Public Records, Webb County, Texas, in all a total distance of **100.71 feet**, to a  $\frac{1}{2}$ " **iron rod set** at the beginning of a curve to the left with a radius of **375.00 feet**, for the southeast corner hereof;

**THENCE**, through with said curve to the left a distance of **14.08 feet** (Chord bearing **South 73 degrees 11 minutes 51 seconds West, 14.08 feet**) to a  $\frac{1}{2}$ " **iron rod set** at the beginning of a curve to the right with a radius of **475.00 feet**, for a point of reverse curvature hereof;


**THENCE**, with said curve to the right a distance of **141.57 feet** (Chord bearing **South 80 degrees 39 minutes 37 seconds West, 141.05 feet**) to a  $\frac{1}{2}$ " **iron rod set** for a point of tangency hereof;

**THENCE**, **South 89 degrees 11 minutes 55 seconds West, 266.49 feet** to the POINT OF BEGINNING and containing **0.93 acres** of land, more or less.

**Basis of Bearings:** Texas South Zone – 4205 – NAD83

**State of Texas:**  
**County of Hidalgo:**

I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" were prepared from an actual Survey performed on the ground under my supervision.

  
R.P.L.S. No. 5304 – Texas



01/09/2026  
Current Date

**EXHIBIT B**

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