

AGREEMENT

This Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2024, by HAPO Development, LLC., Inc. (herein after referred to as “HAPO Development, LLC.”) and City of Laredo, (herein after referred to as “City”).

I. RECITALS

1.01. HAPO Development, LLC., is the Developer of real property described as follows:

Santa Elena Subdivision, Phase II

1.02. HAPO Development, LLC. is developing the herein described property into a subdivision known as Santa Elena Subdivision, Phase II.

1.03. Santa Elena Subdivision sewer master plan includes a 12” offsite sewer main to service its development.

1.04. The “City” is requesting that HAPO Development, LLC. upgrade the proposed 12” (twelve inch) gravity sewer line with dual 8” (eight inch) siphon lines, (Collectively called the “12” Offsite Sewer”), to a 15” (fifteen inch) gravity sewer line with dual 10” (ten inch) siphon lines (Collectively called the “15” Offsite Sewer”) as were proposed for the 12” Offsite Sewer line originally. The parties are entering into this Agreement in order to clarify that the “City” will pay to HAPO Development, LLC. the cost of upgrading the 12” Offsite Sewer wastewater line to a 15” Offsite Sewer wastewater line upon the terms and conditions as set forth below.

II. AGREEMENT

The parties agree as follows:

2.01 For the consideration as set out in section 1.04 of this agreement HAPO Development, LLC. agrees to install the 15” (fifteen inch) Offsite Sewer line as shown on plans and profile sheets attached as Exhibits for Santa Elena Subdivision, Phase II (see attached P&P plans).

2.02 The “City” will pay HAPO Development, LLC. for the upgrade of the 12” (twelve inch) Offsite Sewer line to 15” (fifteen inch) Offsite Sewer line the amount up to \$101,685.00 (One Hundred One Thousand Six Hundred Eighty Five dollars) for Santa Elena Subdivision, Phase II.

III. INDEMNITY, WARRANTIES AND REPRESENTATIONS

3.01. In entering into this Agreement, both parties warrant and represent:

- (a) that the terms of this “Agreement” have been completely read by both parties and,

- (b) that the terms of this Agreement” are fully understood and voluntarily accepted by both parties and,
- (c) that no promises or representations of any kind have been made to either party except as is expressly stated in this “Agreement”.
- (d) that nothing in this agreement shall create any agency relationship between the City of Laredo and HAPO Development, LLC..

3.02. HAPO Development, LLC. will and does hereby agree to indemnify, protect, defend with counsel approved by the city, and hold harmless the city from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending, or settling any of the foregoing.

The city shall not be held liable for claims or demands of any nature or for damages, whether monetary or otherwise, that may grow out of or arise from HAPO Development, LLC.’ activities in conducting and carrying out their work whether under this contract or generally. HAPO Development, LLC. agrees to, and does hereby indemnify, defend, and hold harmless the city from any and all claims, damages, loss, costs, expenses or liability of any kind whatsoever occasioned by any act, error or omission of HAPO Development, LLC., its officers, members, agents, representatives and employees in the conduct and operation of its business, services and activities, whether under this contract or generally.

IV. SEVERABILITY CLAUSE

If, at any time, any part of this Agreement is found or held to be void, invalid, unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless survive and continue in full force and effect.

V. DEFAULT

When the construction of the 15” Offsite Sewer is completed and tested according to “City” standards, tested, and checked to be free of workmanship defects and accepted by the City of Laredo Utilities Department, the “City” should pay HAPO Development, LLC. the amount up to \$101,685.00. In the event “City” should fail to pay HAPO Development, LLC. the difference of all labor and materials costs associated with the installation of the 15” Offsite Sewer described herein within five (5) days from written notice, then HAPO Development, LLC. may seek all remedies allowed at law or equity.

VI. TIME

Time is of the essence of this Agreement.

VII. NOTICE

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth herein below for the party to whom the notice is given, (ii) delivered in person at the Closing (if such party is present at the Closing), or (iii) placed in the United States mail, certified mail, return receipt requested, addressed to such party at the address hereinafter specified. Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service; all other notices shall be effective upon receipt.

The address of HAPO Development, LLC. for all purposes under this Agreement and for all notices hereunder shall be:

HAPO Development, LLC.,
Attn: Richard M. Hachar
3302 Cuatro Vientos Drive, Suite 23B
Laredo, Texas 78046
Email: rmh861@gmail.com

The address of "City" for all purposes under this Agreement and for all notices hereunder shall be:

CITY OF LAREDO
Attn: Arturo Garcia, Jr., P.E. – Utilities Director
3302 Cuatro Vientos Dr.
Laredo, Texas 78046
Email: rmh861@gmail.com

With a copy to:

City Attorney's Office
Attn: Nguyen, Doanh "Zone" T.
1110 Houston St.
Laredo, Texas 78040
Email: dnguyen@ci.laredo.tx.us

From time to time, either party may designate another address for all purposes of this Agreement by giving the other party not less than 30 days advance written notice of such change of address in accordance with the provisions hereof.

VIII. VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event of a contractual dispute hereunder, the parties do hereby AGREE and STIPULATE that VENUE shall lie in Webb County, Texas, and such venue shall not be contested or disputed.

IX. LITIGATION

In the event it shall become necessary for any party hereto to file a lawsuit to enforce this Agreement or any provision herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees pertaining to such lawsuit.

X. ENTIRE AGREEMENT

This Agreement, along with its exhibits, identified herein and the Exhibits attached hereto or to be attached hereto, contain the entire agreement between the parties and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

EXECUTED THIS ____ DAY OF _____, 2024.

City of Laredo, Texas

HAPO Development, LLC., LLC

Joseph Neeb
City Manager

Richard M. Hachar
Manager

Approved As To Form Only

ATTESTED

Nguyen, Doanh "Zone" T.
City Attorney

Jose A. Valdez, Jr.
City Secretary

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the ____ day of _____, 2024, by, _____, _____, HAPO Development, LLC., a Texas limited liability company on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS