

EASEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

THIS EASEMENT PURCHASE AGREEMENT (this “Agreement”) is between **9G Investments, Ltd**, a General partnership (“Seller”), and the **City of Laredo**, a home rule municipal corporation located in Webb County, State of Texas (“Buyer” or “City”).

I.

Sale, Purchase Donation; Easement

1.01 Sale and Purchase. Seller agrees to sell and Buyer agrees to purchase

(i) An access Easement on or across the following described real property (the “Access Easement”):

1.3944 acre tract out of 9G Investments, LTD as recorded in Volume 5088, Pages 780-785 of Webb County Deed Records, City of Laredo and Webb County , more particularly described within **Exhibit “A”** attached and incorporated for all purposes; and

(ii) a Water Line Easement on or across the following described real property (the “Water Line Easement”):

1.3944 acre tract out of 9G Investments, LTD as recorded in Volume 5088, Pages 780-785 of Webb County Deed Records, City of Laredo and Webb County , more particularly described within **Exhibit “B”** attached and incorporated for all purposes; and

(iii) a Temporary Construction Easement on or across the following described real property (the “Temporary Construction Easement”):

2.0799 acre tract out of 9G Investments, LTD as recorded in Volume 5088, Pages 780-785 of Webb County Deed Records, City of Laredo and Webb County, more particularly described within **Exhibit “C”** attached and incorporated for

all purposes; and

1.02 Easements. Buyer and Seller agree the Access Easement will be in the form attached as **Exhibit “A”**, Water Line Easement will be in the form attached hereto as **Exhibit “B”** Temporary Construction Easement will be in the form attached hereto as **Exhibit “C”**, (the Access Easement, Water Line Easement and the Temporary Construction Easement collectively called, the “Easements”), which are incorporated for all purposes. The Temporary Construction Easement shall expire automatically without further notice or action after completion of the installation and/or construction.

1.03 Larger Rubble Size. The Buyer agrees to use larger rubble for fill.

1.04 Caliche Road. The Buyer further agrees to construct a caliche road on the property in accordance with city specifications.

1.05 Gates. Buyer further agrees to construct two galvanized steel gates.

1.06 Erosion Control Blankets. Buyer further agrees to install erosion control blankets where necessary to protect disturbed vegetation.

1.07 Excess Soil. Any excess soil that is excavated during any and all installation and/or Construction will be retained by 9G Investments, LTD.

1.08 Fences. The City agrees that it will repair and/or replace any fence damaged by the City or any of its contractors, during the installation or construction.

II. Consideration

201 Purchase Price. The Buyer agrees to pay the Seller the sum of **\$105,675** (one hundred and five thousand, six hundred seventy five dollars and no cents), the receipt and sufficiency of which are hereby acknowledged by the Seller

202 Eminent Domain. Seller and the Buyer agree that the Easements are being sold and conveyed to the City under the imminence of condemnation, as that term is used in the Internal Revenue Code, Title 26, United States Code.

III.
Closing

301 Closing. Seller will execute and deliver the Easements in the form attached as **Exhibits “A”, “B” and “C”** to Buyer, and sign and deliver all documents that are reasonably required to close the sale and purchase of the Easements by Buyer. Buyer will deliver all documents that are required to close the sale and purchase of the Easements. Seller and the City will finalize the transaction by closing on or before sixty (60) days after the effective date of this Agreement, which date is hereinafter referred to as the “Closing Date”. The Closing Date may be extended upon agreement by the Seller and the City. The Purchase Price shall be paid by Buyer to Seller on the Closing Date in good funds.

302 Closing Costs. At the Closing, Buyer will pay all closing costs. Seller will pay Seller’s legal expenses, if any.

303 Joinder by Tenant. To the knowledge of Seller, there are no leasehold interests affecting the real property comprising the Easements. If necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

IV.
Miscellaneous

401 Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

402 Binding. This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller. The validity of this Agreement is contingent upon City Council approval.

403 Effective Date. This Agreement is effective on the last date that both Seller and Buyer have executed this Agreement.

404 Addresses. The addresses of Buyer and Seller are:

Seller:

9G Investments, LTD
Attn: Sigifredo Perez
6425 Polaris Dr. Unit 9
Laredo, Texas 78041

Buyer:

City of Laredo
1110 Houston St., 3rd Floor
Laredo, Webb County, Texas 78040
Attn: Office of Real Estate Division

405 Law and Venue. This Agreement is governed by the laws of the State of Texas, and is performable in Webb County, Texas.

This Agreement has been signed by Buyer and Seller on the dates appearing below each signature.

SELLER:

HILL TOP FARM, LTD
A LIMITED LIABILITY COMPANY

By: _____
Name: Ismael O. Salinas

Title: _____

BUYER:

CITY OF LAREDO, a Texas home rule
municipal corporation

By: _____
Name: Joseph Neeb
Title: City Manager