

THREE POINTS VILLAGE SUBDIVISION
PUBLIC IMPROVEMENTS DEVELOPER PARTICIPATION DRAFT CONTRACT

This agreement shall be effective as of the date of execution of the Agreement by the last of the Parties to do so, by and between NHS LAREDO HOLDING CORPORATION, DBA NEIGHBORWORKS OF LAREDO., (hereinafter "NHS") and the City of Laredo, (hereinafter " City"), relating to a 2.5978 Acre tract presently owned by the City, as described below:

A tract of land to containing 2.5978 acres, more or less, situated in Survey No, 799 Abstract No. 239 Original Laredo Town Tract, City of Laredo, Webb, County, Texas, being all of Block 1713, part of Block 178, and the right-of-way of New York Avenue between the south right-of-way line of Chacon Street and the north right-of-way line of Piedra China Street in the Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 2.5978 acres, more or less, being more particularly described by metes and bounds.

A. RECITALS

WHEREAS, The City is the owner of a 14,753.14 sq. ft., more or less, strip of property located within the City and further described in the survey attached as **EXHIBIT" A"**; and

WHEREAS, NHS is developing the property described in **EXHIBIT "B"** into a residential development to be known as "Three Points Village Subdivision." In order to develop the property, NHS is requesting that the City partner with NHS's for the proposed subdivision plat. In exchange, NHS will pay for and construct all improvements necessary to develop the 2.5978 acres, specifically described in **EXHIBIT "B"**. This agreement is entered into in order to clarify what improvements are required on the City property, as well as to set forth all terms and conditions.

NOW, THEREFORE, contingent upon the approval of the Laredo Planning and Zoning Commission and NHS satisfying all platting requirements stated in the City of Laredo Subdivision Ordinance, for and in consideration of the above and foregoing recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Laredo and NHS do hereby agree as follows:

1. Term. This agreement shall be effective as of the date of execution of the Agreement by the last of the Parties to do so (the "Effective Date"). This agreement shall remain in full force and effect from the Effective Date until the City and NHS have completed their respective obligations hereunder or has been earlier terminated by the mutual agreement in writing or otherwise set forth in this agreement.
2. Improvements. In consideration for the City consenting to its property being platted by NHS, NHS agrees as follows :

NHS will, within one (1) year, construct a 31 ft. back to back road and a 50 ft. right of way on the property herein described, to serve as a public road for the City. NHS also agrees to construct curbs, gutters, and sidewalks as required, and to the standards set by, the Laredo Subdivision Ordinance, to serve as public infrastructure for the City. NHS will provide a copy of design plans to the City for reference.

- a) NHS shall be responsible for the construction and costs of all improvement required by this agreement.
- b) NHS shall construct the stated improvements as described in the agreement in accordance with and subject to all federal, state, and local ordinances, laws, statutes, standards, rules, regulations, codes, orders, permits, plans or policies.
- c) NHS shall be responsible for the construction and costs of all improvement required by this agreement.

- d) NHS shall construct the stated improvements as described in the agreement in accordance with and subject to all federal, state, and local ordinances, laws, statutes, standards, rules, regulations, codes, orders, permits, plans or policies.

3. Obligations.

- a) Prior to any work on the stated improvements, NHS shall secure the proper permits and request a preconstruction meeting from the City of Laredo Engineering Department. Upon the faithful completion of the work, an authorized representative from the City Engineering Department shall inspect and test the construction to ensure that it meets all standards established by the parties in accordance with the City of Laredo Subdivision Ordinance standards. Once the work done satisfies all standards established herein, the City shall accept the subdivision improvements with a warranty period and allow for the recordation of the plat.
- b) The City of Laredo shall be named as an additional insured on all liability insurance policies provided by the Contractor and any subcontractor.
- c) To the extent any of the improvements are located within public right-of way or property owned by the City, the City hereby grants to NHS a license to enter upon such public right-of-way or property for the sole and limited purpose of constructing the improvements. NHS shall coordinate with the City and utility providers to minimize the possibility of damage to utilities and any disruption to users within proximity of the construction area. Upon completion of the improvements, NHS shall ensure that the improvements and the property on which the improvements were constructed are free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests, to the extent arising by, through or under Company, any Contractor, or any subcontractor or material suppliers.
- d) Should it be deemed necessary by NHS, and NHS will coordinate with AEP Texas and other utilities to relocate any existing facilities that would interfere with the widening of the road, as described in this agreement.
- e) The City has a right to inspect, test, measure or verify the construction work on the improvements, as the City deems necessary.
- f) NHS shall not commence any land clearing or construction of the improvements without receiving the written approval by the City Engineering Department of the design, material and construction plan, which approval shall not be unreasonably withheld or delayed.
- g) NHS shall be responsible for all costs associated with the improvements and this Agreement and shall request reimbursement from the City not to exceed \$240,000.00 with appropriate documentation as deemed necessary by department of Community Development.
- h) From and after the time of the City's final acceptance of the improvements stated herein, the City will continue to own, operate, maintain each improvement and shall be responsible for all costs associated with same upon warranty expiration.

- 4. Estimated Cost. The estimated costs for the improvements is as shown in **Exhibit "C"** attached and incorporated herein by reference for all purposes, such as being a total amount not to exceed Two Hundred and Forty Thousand (\$240,000.00) including General Requirements (\$2,730.50), Paving (\$102,004.50), Water Distribution System (\$135,265.00).

B. INSURANCE

- 1. At all times, Company shall maintain minimum insurance coverages, described below. Company may satisfy this requirement through insurance provided by its Contractor.
 - a) Commercial general liability standard ISO insurance at minimum combined single limits of

\$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

- b) Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- c) Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
- d) Professional liability applies to professional services which include but are not limited to design build contractors, engineers, and architects at minimum limits of \$1,000,000 per-claim/\$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.
- e) With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
 - 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. The additional insured coverage in the COL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
 - 7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum A.M. Best financial rating of A-VII.
 - 10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.
- f) All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract. The City of Laredo shall be the certificate holder. The certificates of insurance shall contain provisions representing and warranting the following:
 - 1. Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo .
3. Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

A. INDEMNIFICATION

1. NHS SHALL, AND HEREBY DOES, INDEMNIFY CITY, AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTIONS, SUITS AND LIABILITIES (COLLECTIVELY "CLAIMS") RAISED BY THIRD PARTIES ARISING OUT OF ACTIONS RELATED TO THE PERFORMANCE OF THIS AGREEMENT AND THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS BY DEVELOPER AND DEVELOPER'S CONTRACTORS, SUBCONTRACTORS, BUT NOT OTHERWISE.

NHS shall also require each of its contractors and subcontractors working on this Project to indemnify the City and their respective officials and employees from and against any and all claims, losses, damages, causes of actions, suits and liabilities arising out of their actions related to the performance of this agreement, utilizing the same indemnification language contained herein, in its entirety, or to carry insurance to contractually transfer such risk under policies naming the City as a named additional insured.

C. TERMINATION

1. Either party (the "non-defaulting party") may terminate this Agreement in the event of default of this Agreement by the other party (the "defaulting party") and a failure by the defaulting party to cure such default after receiving notice thereof from the non-defaulting party. Default shall occur if a party fails to observe or perform any of its duties under this Agreement. Should such a default occur, the non-defaulting party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 10th day following receipt of the notice; but if the default cannot with diligence be cured within the said 10-day period, if within such 10-day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, not to exceed 25 days following the occurrence of the default. The non-defaulting party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default to the non-defaulting party's satisfaction, the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, the non-defaulting party may terminate this Agreement, and the obligations of the parties hereunder shall end.

2. In addition to the provisions of subsection 1. of Section D, the City may terminate this Agreement without notice or any opportunity to cure for any of the following reasons:

- a. Insolvency of, the making of a transfer in fraud of creditors by, or the making of an assignment for the benefit of creditors by NHS.
- b. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United State or any State thereof by NHS, or adjudication as a bankrupt or insolvent in proceedings filed against the NHS.
- c. Appointment of a receiver or trustee for all or substantially all of the assets of NHS.
- d. Abandonment by NHS for a period often (10) days of the improvement project.

3. In the event this agreement is terminated due to default of NHS or for any of the reasons set forth in subsection 2 of this Section, or if NHS abandons the improvement project for a period of ten (10) days, either of which event is before NHS completes the construction of the improvements, the City reserves the right to continue the contract and utilize bond funds required of this Agreement to reimburse the Contractor. In such event, NHS shall have no claim for any other funds from the City.

D. MISCELLANEOUS

2. 1.NHS is an independent contractor, and NHS shall accomplish all of its obligations and services provided for herein in such capacity, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties; provided always however that the obligations and services of NHS hereunder shall be provided in a manner consistent with all applicable standards and regulations governing the same. The City shall have no control or supervisory powers as to the detailed manner or method of NHS's performance of the subject matter of this Agreement. All officers, employees, personnel, contractors, subcontractors, agents, and representatives supplied or used by NHS shall be deemed employees or subcontractors of NHS and shall not be considered employees, agents or subcontractors of the City for any purpose whatsoever. NHS shall be solely responsible for the compensation of all such persons, for the withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits.

3. Neither party shall have the authority to or shall assign, convey, pledge, or otherwise transfer in any manner this Agreement, or any of the privileges, rights, or duties set forth herein, to any other person or entity, without the express prior written approval and consent of the other party. Any assignment, conveyance, pledge, or other transfer in violation of this provision shall be null and void ab initio and cause for immediate termination (no period of cure) by the other party.

4. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

5. Except as otherwise provided for in this Agreement, all obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between the parties shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either or them may have in law, in equity, or otherwise.

6. All exhibits referenced in this Agreement are incorporated herein and made a part hereof for all purposes.

E. ENTIRE AGREEMENT

1. This written Agreement embodies the final and entire agreement between the Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

2. The Exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an Exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the Exhibit.

F. CHANGES AND AMENDMENTS

1. Any waivers, alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by City, Board, and Developer and evidenced by passage of a subsequent City Resolution or Ordinance, as to City's approval.

G. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future

federal, state or local laws, including but not limited to City Code, Regulations, or Ordinances of the City, then and in that event, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, a clause or provision as similar as may be possible to such invalid, illegal or unenforceable clause or provision that is legal, valid and enforceable to effectuate the original purposes, rights and obligations of this Agreement.

H. VENUE AND GOVERNING LAW

This contract shall be construed under and in accordance with the laws of the state of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Webb County, Texas

I. NOTICE

Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed with sufficient postage, sent by certified mail, return receipt requested, or delivered personally to an officer of the receiving Party at the following addresses:

City:

City of Laredo Attn: City
Manager 1110 Houston
St.
Laredo, Texas 78040
Ph: (956) 791-7304
Fax: (956) 791-7498

NEIGHBORWORKS OF LAREDO

216 Bob Bullock Loop
Laredo, Texas 78043

2. Each Party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when such transmission is made if during normal business hours or at the beginning of the next business day if the transmission is made after normal business hours. Any communication delivered in person shall be deemed received when receipted for by or actually received by an officer of the Party to whom the communication is properly addressed.

SIGNED by the parties, in triplicate originals on the _____ day of _____, 20_____.

CITY OF LAREDO

ORGANIZATION

BY: _____
Joseph W. Neeb
City Manager

BY: _____
Board Chair

BY: _____
Executive Director

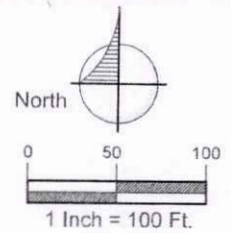
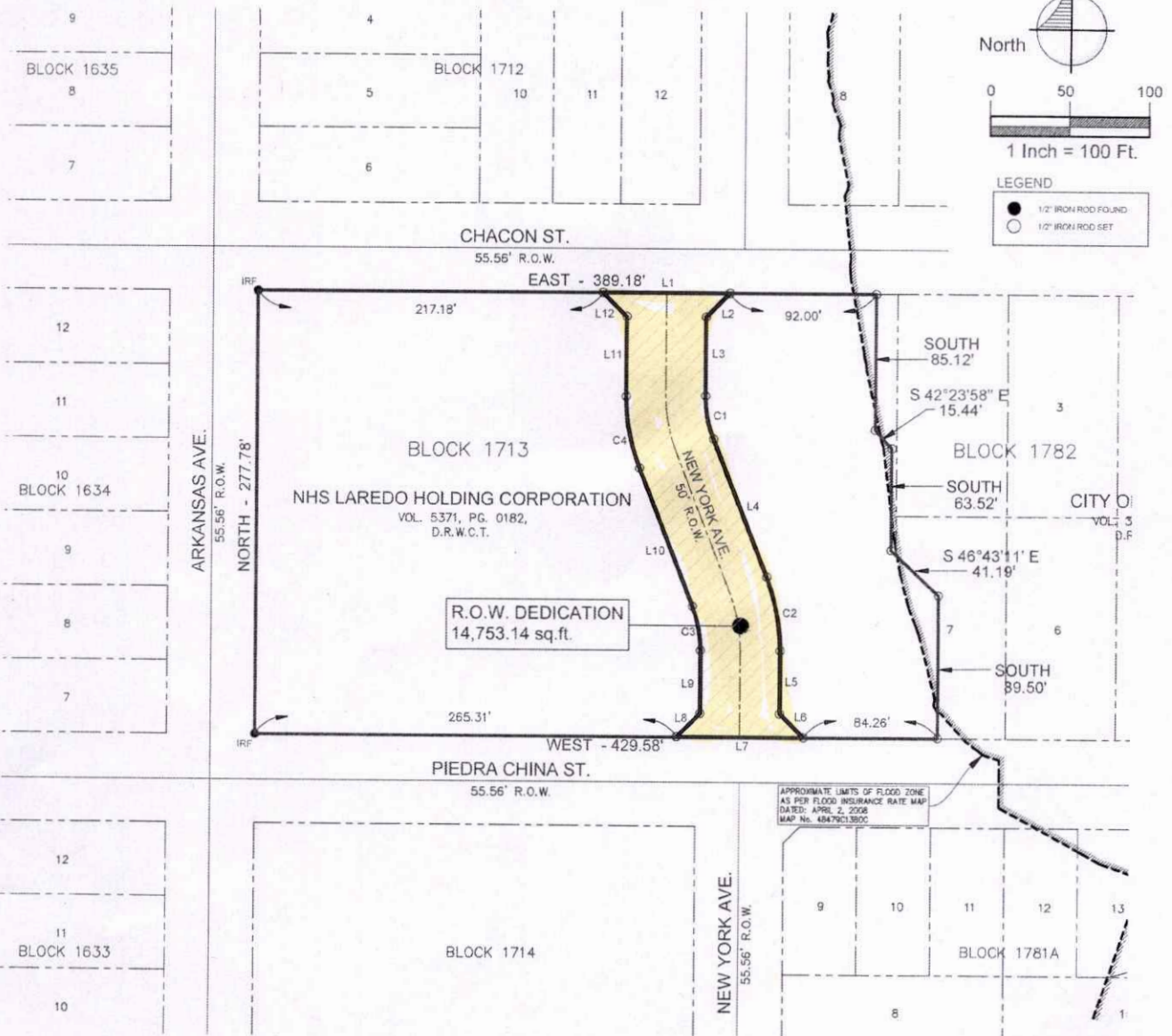
APPROVED AS TO FORM

CERTIFIED

BY: _____
Doanh “Zone” T. Nguyen
City Attorney

BY: _____
Jose A. Valdez Jr.
City Secretary

EXHIBIT A



NEW YORK AVE. - R.O.W. DEDICATION

SCALE: 1" = 100'

NOTES:

1. Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.
2. This sketch of a 14,753.14 sq. ft. tract was prepared by SECA Engineering, LLC on December 07, 2023 from office records and field information available and NOT from an actual survey made on the ground.

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	28.31'	75.00'	021°37'42"	14.33'	S10°21'57"E	28.14'
C2	47.13'	125.00'	021°36'05"	23.85'	S10°22'46"E	46.85'
C3	28.28'	75.00'	021°36'05"	14.31'	N10°22'45"W	28.11'
C4	47.18'	125.00'	021°37'52"	23.86'	N10°21'52"W	46.91'

Line Table		
Line #	Length	Direction
L1	80.00'	S89°32'56"E
L2	21.21'	S45°27'04"W
L3	46.73'	S00°26'54"W
L4	92.29'	S21°10'48"E
L5	39.60'	S00°25'17"W
L6	21.22'	S44°39'50"E
L7	80.00'	N89°32'54"W
L8	21.21'	N45°26'10"E
L9	39.58'	N00°25'17"E
L10	92.30'	N21°10'48"W
L11	46.72'	N00°27'04"E
L12	21.21'	N44°32'56"W

DRAWN BY: J.L.B.

CHECKED BY: H.S.

JOB No. SECA-202310

FILENAME: 14,753.14 S.F.

DATE: 12-07-2023

SCALE: 1" = 100'

SHEET: 1 OF 1

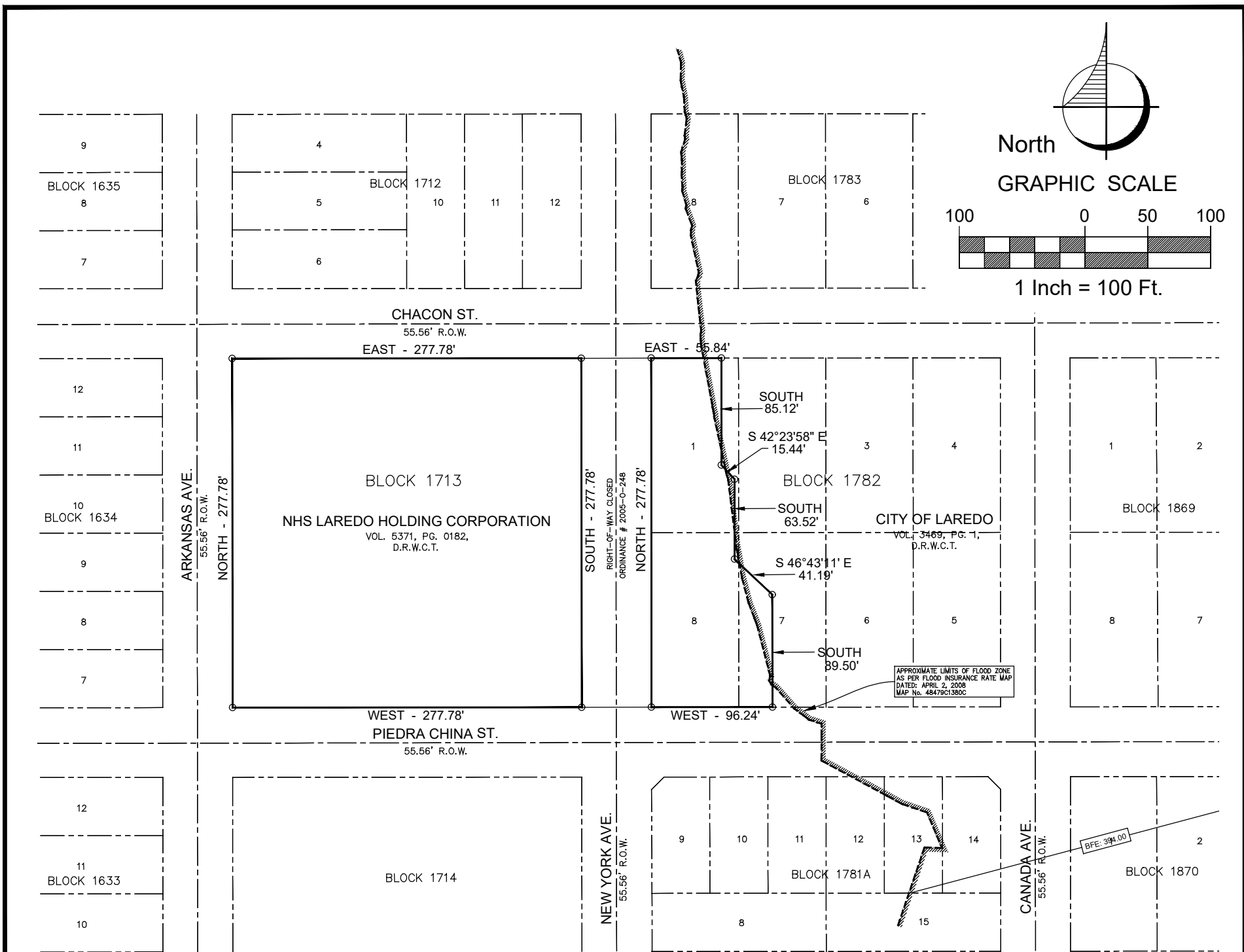
SKETCH SHOWING A TRACT OF LAND CONTAINING 14,753.14 SQ.FT.

MORE OR LESS, BEING OUT OF A TRACT OF LAND CONTAINING 2.5978 ACRES,
RECORDED IN VOLUME 5371, PAGE 182, O.P.R.W.C.T.,
SITUATED IN SURVEY 799, ORIGINAL LAREDO TOWN TRACT, ABSTRACT 239,
WEBB COUNTY, TEXAS

SECA
ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 JACAMAN ROAD, STE. 11, LAREDO, TEXAS 78041
OFFICE: (956) 753-3014 • FAX: (956) 316-2265
TBPB FIRM REGISTRATION No. F-10071
TBLPS FIRM REGISTRATION No. 100138-00

EXHIBIT B



PLAT OF BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782 E.D.
AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.)
RECORDED IN VOL. 7, PAGE 15, PLAT RECORD OF WEBB COUNTY, TX.
SITUATED IN CITY OF LAREDO, WEBB COUNTY, TX.

LEGEND	
● IRF	IRON ROD FOUND
○ IRS	IRON ROD SET
○	POINT
● XDOT	XDOT R.O.W. MON. FOUND
—	BOUNDARY LINE
---	BUILDING SETBACK
---	CENTERLINE
---	COMMENCEMENT LINE
---	DEED LINE
---	MAJOR CONTOURS
---	MINOR CONTOURS
---	PORCION CONTOUR
---	LOT LINE
---	UTILITY EASEMENT
---	LAREDO CITY LIMITS

- REPLAT NOTES
- 1.- THE PURPOSE OF THIS REPLAT IS TO RECONFIGURE ALL OF BLOCK 1713, NEW YORK AVE. AND PART OF LOTS 1,7, & 8 INTO LOTS OF DIFFERENTS SIZES AND THE EXTENSION OF NEW YORK AVE.
 - 2.- THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.
 - 3.- COMMENCING POINT FOR LOT 1, BLOCK 1713-A, THREE POINTS VILLAGE, A R.O.W. MARKER ON THE NORTH SIDE OF PIEDRA CHINA ST., (GPS: 17071191,1832, E, 670487,9323).
 - 4.- BY GRAPHICALLY PLOTTING, THIS PARCEL WAS DETERMINED TO BE WITHIN A 100-YEAR FREQUENCY FLOOD ZONE AS PER FLOOD INSURANCE RATE MAPS FOR WEBB COUNTY, TX COMMUNITY PANEL No. 48479C1219C WITH AN EFFECTIVE DATE: APRIL 2, 2008.
 - 5.- ANY IMPROVEMENTS OR LOWEST STRUCTURAL MEMBER FOR LOTS WITHIN A FLOOD ZONE SHALL BE 18" ABOVE THE BASE FLOOD ELEVATION.
 - 6.- DRIVEWAYS, SIDEWALKS AND TREES WILL BE INSTALLED AT THE TIME OF ISSUANCE OF BUILDING PERMITS IN ACCORDANCE WITH THE CITY OF LAREDO LAND DEVELOPMENT CODE.
 - 7.- ALL CURB CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN.
 - 8.- THE PROPERTY OWNER SHALL ADHERE TO THE CITY OF LAREDO LAND DEVELOPMENT CODE BOOK SECTION 24.59.3 DRAINAGE STANDARDS LATEST REVISION INCLUDING SECTION 24.59.7 MAINTENANCE RESPONSIBILITY.
 - 9.- THE BUILDING SETBACKS SHALL BE DETERMINED BASED ON THE ZONNING IN ACCORDANCE TO SECTION 24.77.1 OF THE CITY OF LAREDO DEVELOPMENT CODE.

CERTIFICATE OF OWNER:

STATE OF TEXAS:
COUNTY OF WEBB:

I, **ELIZABETH ALONZO - VILLARREAL**, AS PRESIDENT AND CEO OF **NHS LAREDO HOLDING CORPORATION** OF THE UNDERSIGNED OWNER OF THE LAND, SHOWN ON THIS REPLAT, AND DESIGNATED HEREIN AS **REPLAT OF BLOCK 1713, PARTS OF LOTS 1,7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. INTO THREE POINTS VILLAGE SUBDIVISION** IN THE CITY OF LAREDO, COUNTY OF WEBB, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERE TO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ELIZABETH ALONZO - VILLARREAL
EXECUTIVE DIRECTOR

STATE OF TEXAS:
COUNTY OF WEBB:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **RADCLIFFE KILLAM II**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC AND FOR THE WEBB COUNTY, TEXAS

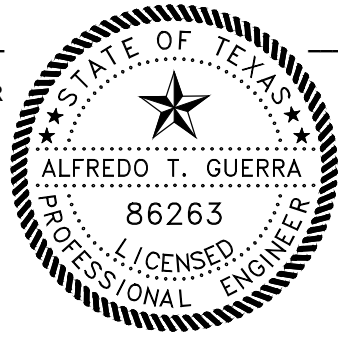
MY COMMISSION EXPIRES: _____

CERTIFICATE OF ENGINEER:

STATE OF TEXAS:
COUNTY OF WEBB:

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, DRAINAGE, WATER, SEWER, AND APURTENANCES LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

ALFREDO GUERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
TEXAS No. 86263

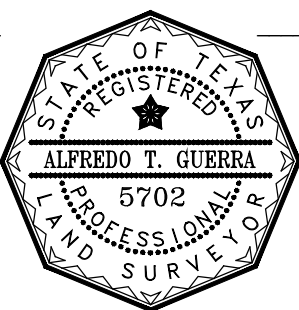


CERTIFICATE OF SURVEYOR:

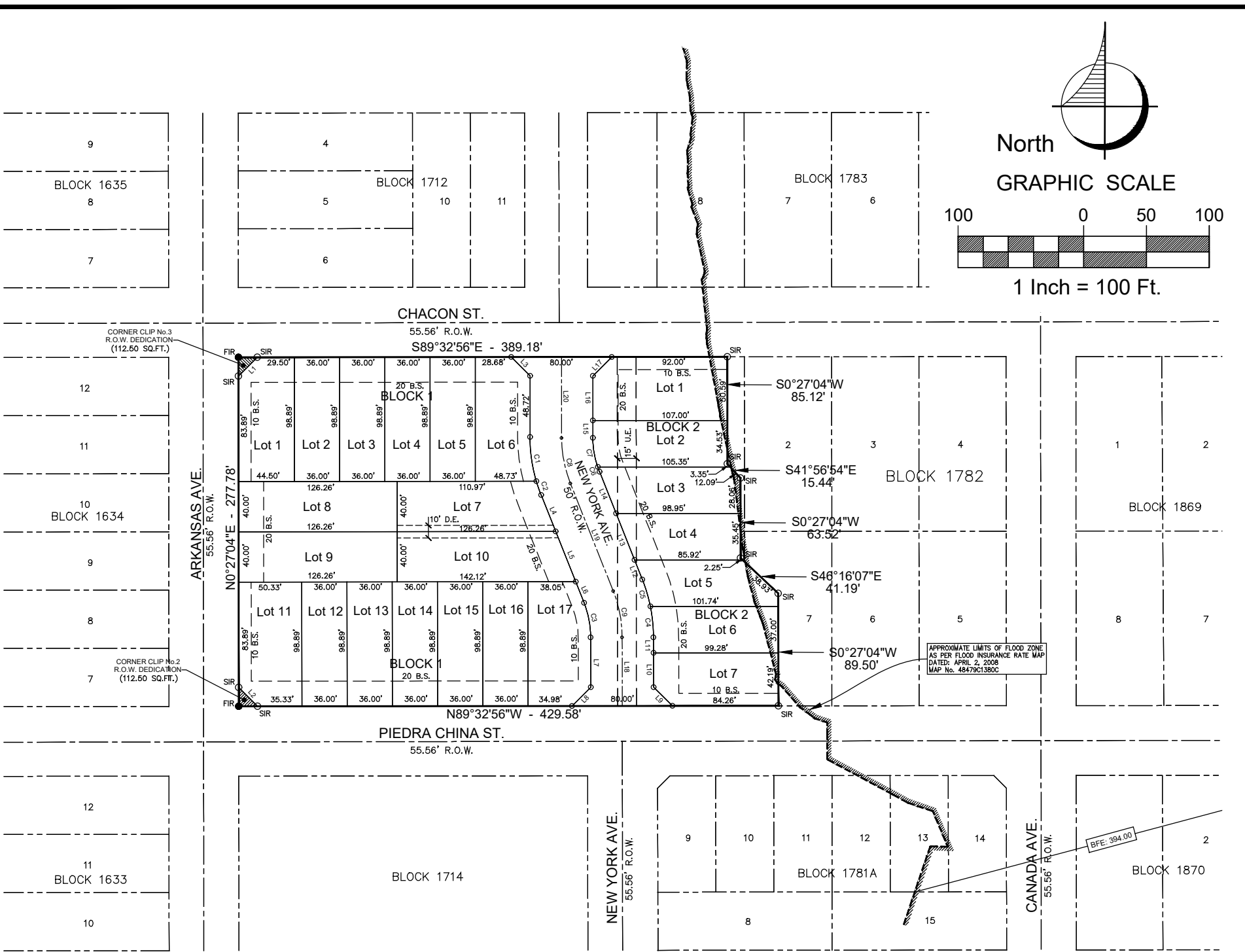
STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT THE CORNER MONUMENTS SHOWN THEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION.

ALFREDO GUERRA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS No. 5702



REPLAT OF BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782 E.D.
AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.)
INTO
THREE POINTS VILLAGE SUBDIVISION



REPLAT OF BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782 E.D.
AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.)
INTO
THREE POINTS VILLAGE SUBDIVISION

CURVE TABLE						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C5	22.38'	125.00'	010°15'23"	11.22'	N16°03'07"W	22.35'
C6	4.02'	75.00'	003°04'18"	2.01'	S19°38'39"E	4.02'
C2	11.54'	125.00'	005°17'20"	5.77'	S18°32'08"E	11.53'
C9	37.70'	100.00'	021°36'05"	19.08'	N10°22'46"W	37.48'
C8	37.75'	100.00'	021°37'52"	19.10'	S10°21'52"E	37.53'
C1	35.65'	125.00'	016°20'32"	17.95'	S07°43'12"E	35.53'
C3	28.28'	75.00'	021°36'05"	14.31'	N10°22'46"W	28.11'
C7	24.29'	75.00'	018°33'34"	12.25'	S08°49'43"E	24.19'
C4	24.75'	125.00'	011°20'42"	12.42'	N05°15'04"W	24.71'

PLAT APPROVAL - CITY ENGINEER:

I HAVE REVIEWED THIS REPLAT AND ACCOMPANYING CONSTRUCTION DRAWINGS IDENTIFIED AS **REPLAT OF BLOCK 1713, PARTS OF LOTS 1,7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. INTO THREE POINTS VILLAGE SUBDIVISION**, PREPARED BY **ALFREDO GUERRA**, REGISTERED PROFESSIONAL ENGINEER NO. 86263, AND DATED THE ____ DAY OF _____, 2023 WITH THE LAST REVISED DATE ON ____ 2023, AND HAVE FOUND THEM IN COMPLIANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF LAREDO, TEXAS.

RAMON E. CHAVEZ, P.E.
CITY ENGINEER

ATTESTMENT OF PLANNING COMMISSION APPROVAL:

THE CITY OF LAREDO PLANNING COMMISSION APPROVED THE FILING FOR RECORD OF THIS PLAT OF **BLOCK 1713, PARTS OF LOTS 1,7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. INTO THREE POINTS VILLAGE SUBDIVISION**, AT A PUBLIC MEETING HELD ON THE ____ DAY OF _____, 2023. THE MINUTES OF SAID MEETING REFLECT SUCH APPROVAL.

ORLANDO D. NAVARRO
DIRECTOR PLANNING & ZONING DEPT.

CERTIFICATION OF COUNTY CLERK:

I, **MARJORIE R. IBARRA**, CLERK OF THE COUNTY COURT IN AND FOR THE WEBB COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE ____ DAY OF _____, 2023, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2023, AT ____ O'CLOCK ____ M. IN VOLUME ____ PAGE(S) ____ OF THE PLAT RECORDS OF SAID COUNTY.

DEPUTY COUNTY CLERK
WEBB COUNTY, TEXAS

CERTIFICATION OF COUNTY CLERK:

FILED FOR RECORD AT ____ O'CLOCK ____ M. ON THE ____ DAY OF _____, 2023.

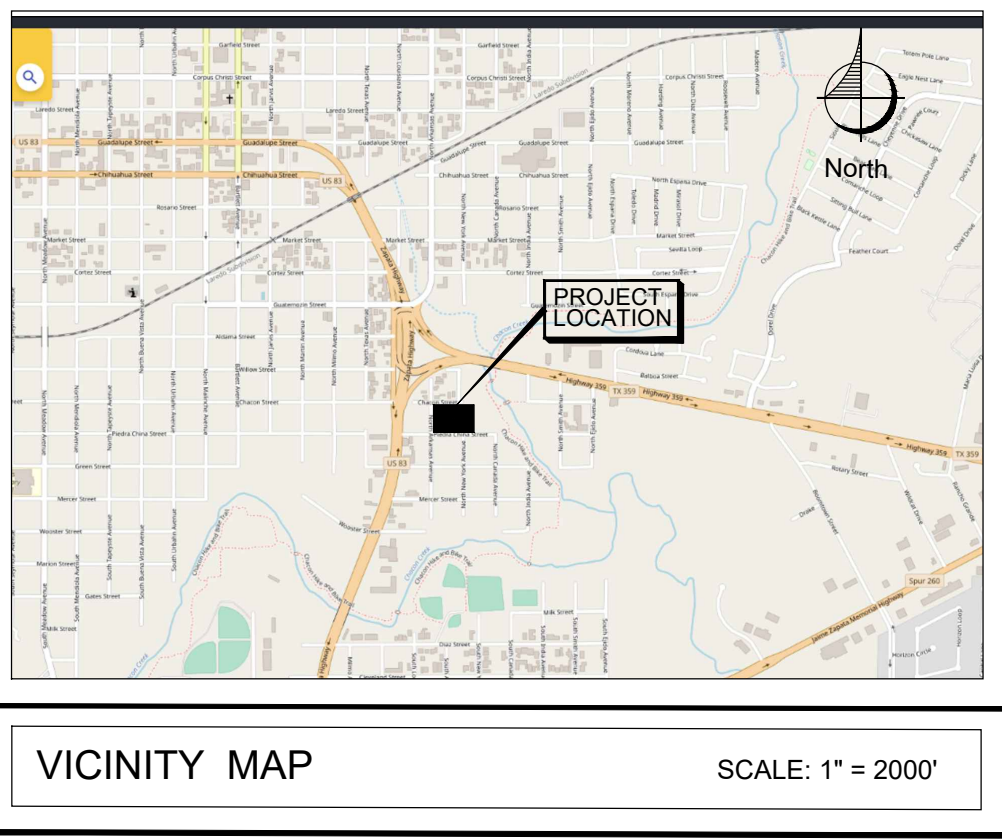
DEPUTY: _____

COUNTY CLERK
WEBB COUNTY, TEXAS

LOT TABLE AREA (SQ.FT.)		
LOT #	BLOCK	BLOCK AREA (sq.ft.)
1	1	4,288.11
2	1	3,560.05
3	1	3,560.05
4	1	3,560.05
5	1	3,560.05
6	1	4,265.75
7	1	4,735.25
8	1	5,050.40
9	1	5,050.40
10	1	5,367.65
11	1	4,637.15
12	1	3,560.03
13	1	3,560.03
14	1	3,560.03
15	1	3,560.03
16	1	3,560.03
17	1	4,864.62

LOT TABLE AREA (SQ.FT.)		
LOT #	BLOCK	BLOCK AREA (sq.ft.)
1	2	5,300.74
2	2	3,931.16
3	2	3,896.25
4	2	3,391.21
5	2	3,593.88
6	2	3,693.83
7	2	4,075.90

LINE TABLE		
Line #	Length	Direction
L11	12.41'	N00° 25' 17"E
L13	39.80'	N21° 10' 48"W
L14	35.74'	N21° 10' 48"W
L16	35.59'	N00° 27' 04"E
L5	43.03'	S21° 10' 48"E
L6	17.97'	S21° 10' 48"E
L18	54.59'	N00° 25' 17"E
L19	92.30'	N21° 10' 48"W
L20	63.72'	N00° 27' 04"E
L3	21.21'	S44° 32' 56"E
L4	31.30'	S21° 10' 48"E
L7	39.58'	S00° 25' 17"W
L8	21.21'	S45° 26' 10"W
L12	16.75'	N21° 10' 48"W
L15	13.13'	N00° 27' 04"E
L17	21.21'	N45° 27' 04"E
L9	21.22'	N44° 33' 50"W
L10	27.19'	N00° 25' 17"E
L1	21.21'	N45° 27' 04"E
L2	21.21'	N44° 32' 56"W



LEGAL DESCRIPTION NO. 1
A TRACT OF LAND, containing 2.5978 acres, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, Eastern Division, City of Laredo, Webb, County, Texas

A tract of land containing 2.5978 acres, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, City of Laredo, Webb, County, Texas, being all of Block 1713, part of Block 178, and the right-of-way of New York Avenue between the south right-of-way line of Chacon Street and the north right-of-way line of Piedra China Street in the Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 2.5978 acres, more or less, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a 1/2" iron rod found at the southwest corner of Block 1713, Eastern Division, City of Laredo, Texas, same being at the intersection of the north right-of-way line of Piedra China Street and the east right-of-way line of Arkansas Avenue, the southwest corner hereof;

THENCE, N 89° 28' 35" W, with the said east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., a distance of 277.78 feet to a found 1/2" iron rod, same being the northwest corner of said Block 1713, E.D. and on the intersection of the south right-of-way line of Chacon Street and the east right-of-way line of Arkansas Avenue, the northwest corner hereof;

THENCE, N 00° 31' 13" E, with the said south right-of-way line of Chacon Street, at 277.78 feet past the northeast corner of said Block 1713, E.D., thence, across the New York Avenue right-of-way, at 333.34 feet past the northwest corner of said Block 1782, E.D., thence along the north boundary line of said Block 1782, E.D., a total distance of 389.18 feet to a set 1/2" iron rod, the northeast corner hereof;

THENCE across Lots 1, 8, and 7, Block 1782, E.D., the following bearing and distances:

THENCE, S 85° 22' 18" E, a distance of 85.12 feet to a set 1/2" iron rod, an interior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 15.44 feet to a set 1/2" iron rod, an exterior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 63.52 feet to a set 1/2" iron rod, an interior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 41.19 feet to a set 1/2" iron rod, an exterior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 89.50 feet to a set 1/2" iron rod, same being on the north right-of-way line of Piedra China Street, the south boundary line of said Block 1782, E.D., the southeast corner hereof;

THENCE, N 01° 09' 31" W, with the said north right-of-way line of Piedra China Street, the south boundary line of said Block 1782, E.D., at 84.26 feet past the southwest corner of said Block 1782, E.D., thence, across the New York Avenue right-of-way, at 80 feet past the southeast corner of said Block 1713, E.D., thence along the south boundary line of said Block 1713, E.D., a total distance of 429.58 feet to the **POINT OF BEGINNING** of this tract of land containing 2.5978 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

LEGAL DESCRIPTION NO. 2
CORNER CLIP R.O.W DEDICATION, containing 112.50 square feet, more or less situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, Eastern Division, City of Laredo, Webb, County, Texas

A tract of land containing 112.50 square feet, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, City of Laredo, Webb, County, Texas, and being out of Block 1713, Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 112.50 square feet, more or less, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a 1/2" iron rod found at the southwest corner of Block 1713, Eastern Division, City of Laredo, Texas, same being at the intersection of the north right-of-way line of Piedra China Street and the east right-of-way line of Arkansas Avenue, the southwest corner hereof;

THENCE, N 00° 27' 04" E, along the east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., a distance of 15.00 feet to a set 1/2" iron rod, the north corner hereof;

THENCE, S 44° 32' 56" E, across said Block 1713, E.D., a distance of 21.21 feet to a set 1/2" iron rod, same being on the north right-of-way line of Piedra China Street, the south boundary line of Block 1713, E.D., the east corner hereof;

THENCE, N 89° 32' 56" W, along the said north right-of-way line of Piedra China Street, the south boundary line of said Block 1713, E.D., a distance of 15.00 feet to the **POINT OF BEGINNING** of this tract of land containing 112.50 square feet, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

LEGAL DESCRIPTION NO. 3
CORNER CLIP R.O.W DEDICATION, containing 112.50 square feet, more or less situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, Eastern Division, City of Laredo, Webb, County, Texas

A tract of land containing 112.50 square feet, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, City of Laredo, Webb, County, Texas, and being out of Block 1713, Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 112.50 square feet, more or less, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a 1/2" iron rod found at the northwest corner of Block 1713, Eastern Division, City of Laredo, Texas, same being at the intersection of the south right-of-way line of Chacon Street and the east right-of-way line of Arkansas Avenue, the northwest corner hereof;

THENCE, S 89° 32' 56" E, along the south right-of-way line of Chacon Street, the north boundary line of said Block 1713, E.D., a distance of 15.00 feet to a set 1/2" iron rod, the east corner hereof;

THENCE, S 45° 27' 04" W, across said Block 1713, E.D., a distance of 21.21 feet to set 1/2" iron rod, same being on the east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., the south corner hereof;

THENCE, N 00° 27' 04" E, with the east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., a distance of 15.00 feet to the **POINT OF BEGINNING** of this tract of land containing 112.50 square feet, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

GUERRA ENGINEERING & SURVEYING CO.
LAREDO, TX. 78041 956-718-2600 fred_ges@cglobbal.net
ENGR FIRM # F-9484, SURV. FIRM # 100173-00

NHS LAREDO HOLDING CORPORATION
216 BOB BULLOCK LOOP
LAREDO TEXAS

OWNER/DEVELOPER:

BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782, E.D. AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.) INTO THREE POINTS VILLAGE SUBDIVISION

REPLAT OF

INTO

THREE POINTS VILLAGE SUBDIVISION

CITY OF LAREDO, WEBB COUNTY, TEXAS

REVISED DATE:

DRAWN BY:	J.L.B.
CHECKED BY:	H.S.
APPROVED BY:	H.S.
JOB NO.:	
FILENAME:	
DATE:	07 - 12 - 2023

SCALE:	HOR	1" = 100'
24 X 36	VER	
SCALE:	HOR	
11 X 17	VER	

EXHIBIT C

GUERRA ENGINEERING and SURVEYING**THREE POINTS VILLAGE SUBDIVISION
ENGINEER'S ESTIMATED CONSTRUCTION COST**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL REQUIREMENTS				
1	Mobilization and Permits	1.00	LS	9,500.00	9,500.00
2	Construction Surveying	1.00	LS	12,500.00	12,500.00
	SUBTOTAL				\$ 22,000.00
	SITE PREPARATION/GRADING				
1	Site Preparation - Clearing and Grubbing	2.60	AC	1,850.00	4,810.00
2	Lot Grading Cut/Fill - 90% Compaction	4,870.00	CY	4.75	23,132.50
3	Remove and Dispose of Existing Curb and Gutter	108.00	LF	4.00	432.00
4	Remove and Dispose of Existing Asphalt	220.00	SY	3.00	660.00
5	Remove and Dispose of Existing Retaining Walls	371.00	LF	65.00	24,115.00
6	Remove and Dispose of Existing SS Manhole	1.00	EA	1,750.00	1,750.00
7	Remove and Relocate Existing MBGR at End of Chacon St.	1.00	EA	1,850.00	1,850.00
	SUBTOTAL				\$ 56,749.50
	PAVING				
1	Street Excavation/Embankment	1,401.00	CY	5.00	7,005.00
2	8" Moisture Conditioned Subgrade	1,251.00	SY	4.50	5,629.50
3	5" Flexible Base under the curb	226.00	SY	15.00	3,390.00
4	10" Flexible Base	1,245.00	SY	30.00	37,350.00
5	Curb & Gutter Type "A"	678.00	LF	18.50	12,543.00
6	Prime Coat	1,294.00	SY	4.00	5,176.00
7	2" Hot-Mix Asphalt Type "D" TXDOT Item 341	1,294.00	SY	28.00	36,232.00
8	5-ft. Concrete Valley Gutter	61.00	LF	75.00	4,575.00
	SUBTOTAL				\$ 111,900.50
	SIDEWALKS				
1	Sidewalk	3,290.00	SF	8.00	26,320.00
2	Accessible Ramp	6.00	EA	1,750.00	10,500.00
	SUBTOTAL				\$ 36,820.00
	SANITARY SEWER SYSTEM				
1	8" Dia. SDR 26 Sanitary Sewer Line (0'-8')	268.00	LF	100.00	26,800.00
2	SS Manhole Fiber Glass (0'-8')	1.00	EA	8,750.00	8,750.00
3	8" SS Clean-Out	1.00	EA	2,250.00	2,250.00
4	6" SS Single Service Connection	2.00	EA	3,250.00	6,500.00
5	6" SS Double Service Connection	11.00	EA	3,750.00	41,250.00
6	Trench Protection	268.00	LF	15.00	4,020.00
	SUBTOTAL				\$ 89,570.00
	WATER DISTRIBUTION SYSTEM				
1	8" dia C-900 Water Main	359.00	LF	105.00	37,695.00
2	12"X12X8" MJ Tee	1.00	EA	5,250.00	5,250.00
3	8" Gate Valve and Box	1.00	EA	4,500.00	4,500.00
4	8" 22.5 deg Elbow	2.00	EA	2,500.00	5,000.00
5	Tie to Existing Water Line	2.00	EA	2,250.00	4,500.00
6	Fire Hydrant and Accessories	2.00	EA	9,250.00	18,500.00
7	2" Single Service and Meter Box	6.00	EA	3,595.00	21,570.00
8	2" Double Service and Meter Box	9.00	EA	4,250.00	38,250.00
	SUBTOTAL				\$ 135,265.00

GUERRA ENGINEERING and SURVEYING

	DRAINAGE IMPROVEMENTS				
1	Concrete Channel per Details	127.00	LF	120.00	15,240.00
2	Modified 10-ft. Inlet with Downdrain	1.00	EA	5,500.00	5,500.00
	SUBTOTAL				\$ 20,740.00
	STORM WATER POLLUTION PLAN				
1	Stabilized Entrance	1.00	EA	2,650.00	2,650.00
2	Silt Fence	580.00	LF	4.50	2,610.00
3	Concrete Wash Pit	1.00	EA	3,500.00	3,500.00
4	Dust Control	1.00	LS	5,000.00	5,000.00
5	Trash and Debris Containment	1.00	LS	3,500.00	3,500.00
	SUBTOTAL				\$ 17,260.00
	TRAFFIC CONTROL				
1	Stop Sign with Street Names	1.00	EA	1,250.00	1,250.00
2	Stop Sign	1.00	EA	850.00	850.00
3	Double Arrow Sign	1.00	EA	950.00	950.00
4	Street Lights (BY OTHERS)	5.00	EA	5,000.00	25,000.00
5	Traffic Control during Construction	1.00	LS	10,000.00	10,000.00
6	Blue Buttons	2.00	EA	75.00	150.00
	SUBTOTAL				\$ 38,200.00
	MISCELLANEOUS				
1	4" PVC Conduits Crossings	150.00	LF	18.00	2,700.00
2	Trench Excavation & Backfill: Elec, Phone, Gas and Cable	950.00	LF	14.00	13,300.00
	SUBTOTAL				\$ 16,000.00

	TOTAL ESTIMATED CONSTRUCTION COST			\$ 544,505.00
	Engineering	10.0%		\$ 54,450.50
	Testing Fees	3.0%		\$ 16,335.15
	TOTAL ESTIMATED DEVELOPMENT COST			\$ 615,290.65



ATG, PE

August 18, 2023