

STATE OF TEXAS       §

COUNTY OF WEBB     §

**DONATION AGREEMENT**  
**Buena Vista Ranch Land Development Co., LLC**  
**And**  
**City of Laredo**  
**For the Extension of Concord Hills to Lomas del Sur**

This Agreement ("Agreement"), which has been approved by the Laredo City Council on \_\_\_\_\_, 2025, is made between Buena Vista Ranch Land Development Co. LLC, ("BVR") and the City of Laredo ("City"), relating to the extension of Concord Hills Boulevard ("Concord Hills") across the tract of land owned by BVR and other properties, and as further depicted on the attached Exhibit A, which is incorporated herein as if set out in full for all intents and purposes ("Project").

The parties agree as follows:

BVR is the owner of a 11.76 acre tract which will used by the City exclusively as part of the future ROW for Concord Hills (the "Property"); and

BVR further intends to donate civil design construction documents prepared by Top Site Civil Group, LLC, and a geotechnical report dated July 18, 2024, prepared by Castle Engineering and Testing, LLC, for the construction of the Project, which Project shall extend Concord Hills from a location adjacent to the Southern-most point of Los Presidentes Boulevard (the location where Concord Hills currently ends) in a Southerly direction to a point where Concord Hills would connect /intersect with the currently existing Lomas del Sur / the Realignment of Wormser Road as further depicted on the attached Exhibit A; and

The City shall use the engineering plans prepared by Top Site Civil Group, LLC to procure a contractor to build the Project; and

The City stipulates and agrees that the Project will at least consist of one-half of the ultimate roadway section (with sidewalk) of Concord Hills, drainage crossings sufficient to cross the post development flows generated to comply with City standards and drainage procedures, streetlights as per City standards, and reasonable crossings for future water, sanitary sewer, and conduits for dry utilities.

The coordination of the Project and the right-of-way acquisition and construction of the proposed extension of Concord Hills necessitates CITY's active involvement and the parties further agree as follows:

1. BVR represents and warrants to the City that:

- a. BVR is the sole owner in full and complete fee simple title of the Property and the sections of right-of-way identified therein and as further depicted on Exhibit A.

- b. BVR shall donate to the City the engineering design and construction documents prepared by Top Site Civil Group, LLC.
- c. BVR has full and complete fee simple title to the Property, free and clear of all other easements, restrictions, conditions, exceptions or reservations.
- d. There are no lawsuits pending or, to the best of BVR'S knowledge, threatened, against or involving BVR or the Property.
- e. There is no pending or threatened claim affecting the Property.
- f. The Property has not been used for the storage or disposal of any hazardous or toxic materials.
- g. There are no third parties in possession of the Property as lessees, tenants at sufferance, or trespassers; there are no leases, licenses or other agreements relating to the use, occupancy or possession of the Property.
- h. The signatories to this Agreement have the authority to execute this Agreement on the terms herein set forth and to dedicate the right-of-way to the City pursuant hereto.

2. The City represents and warrants to BVR and shall:

- a. Within a reasonable period of time, not to exceed one (1) year from the effective date of this Agreement, begin construction of the Project.
- b. Within a reasonable period of time, not to exceed thirty (30) days from the effective date of this Agreement, acquire all additional right-of-ways necessary to construct the entirety of the Project.
- c. Within a reasonable period of time, not to exceed two (2) years from the effective date of this Agreement, complete construction of the entirety of the Project.
- d. Be fully responsible for all costs and oversight of the construction of the Project.
- e. The City stipulates and agrees that the Project will at least consist of one-half of the ultimate roadway section (with sidewalk) of Concord Hills, drainage crossings sufficient to cross the post development flows generated to comply with City standards and drainage procedures, streetlights as per City standards, and reasonable crossings for future water, sanitary sewer, and conduits for dry utilities.

3. Each of the obligations and representations of BVR and City are a material part of the consideration of this Agreement. The failure of City or BVR to timely comply with any and all of these obligations shall be considered a breach of and default of this Agreement. Upon a breach of this Agreement, the parties' hereby reserve and shall be entitled to any and all remedies available at law, including but not limited to the filing of a lawsuit for specific performance of this Agreement.

4. Where there exists any inconsistency between this Agreement and any other provision of any other collateral contractual agreement that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

5. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

6. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

7. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid to the following:

**City of Laredo**

Attn: City Manager  
1110 Houston St.  
Laredo, Texas 78040

With a copy to:

**City of Laredo**

City Attorney  
1110 Houston St.  
Laredo, Texas 78040

**Buena Vista Ranch Land Development Co., LLC**

Attn: Mr. Raul Valdez  
8600 San Lorenzo Dr.  
Laredo, Texas 78045

With a copy to:

Donato Ramos, Jr.  
donatoramosjr@ddrlex.com

8. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

9. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

10. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

11. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies of the parties provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

12. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

13. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

14. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

15. This Agreement becomes effective when signed by the last party whose signing makes this Agreement fully executed.

Buena Vista Ranch Land Development Co., LLC:      The City of Laredo:

\_\_\_\_\_  
Raul Valdez  
Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title: City Manager

Dated: \_\_\_\_\_

AGREED:

\_\_\_\_\_  
Jose A. Valdez, Jr.  
City Secretary

APPROVED:

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Name:  
City Attorney

Draft