CITY OF LAREDO
PLANNING DEPARTMENT

LAREDO, TEXAS
1755

July 20, 2018

Mr. Oscar Dominguez
Director of Land Development
Armadillo Homes
3602 Paesanos Parkway, suite 200
San Antonio, Texas 78231

Ref: Springfield Avenue Extension Agreement

Mr. Dominguez:

Enclosed, please find one signed original of the above referenced agreement between the City of Laredo and Armadillo Construction Company, Ltd. As you know, within ten days of the recording of the Shiloh Highland Subdivision the payment of $172,658.20 should be forwarded to the City. Thank you for your patience and partnership in this matter.,

Respectfully,

Nathan R. Bratton

Nathan R. Bratton
Director

Encl.

Cc: Mr. Buck Benson
Benson Jones PLLC
745 E. Mulberry, Suite 550
San Antonio, Texas 78212

STATE OF TEXAS §

COUNTY OF WEBB §

AGREEMENT
Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave. North of International Blvd.

Pursuant to 3-2.A of the City of Laredo Subdivision Ordinance

This Agreement, which has been approved by the Laredo City Council on June 18th., 2018 is made between Armadillo Construction Company, Ltd., (hereinafter "ARMADILLO") and CITY OF LAREDO (hereinafter "CITY"), relating to the Shiloh Highland Subdivision Master Plan presently owned by ARMADILLO, and as depicted in the attached Exhibit A, incorporated herein as if set out in full for all intents and purposes.

WHEREAS, ARMADILLO is the owner of a 25.29 acre tract known as the Shiloh Highland Subdivision (the "Property"); and

WHEREAS, ARMADILLO has submitted to the CITY a plat for Property; and

WHEREAS, a portion of the Property contains the future roadway extension of Springfield Ave.; and

WHEREAS, ARMADILLO does not own all of the right-of-way necessary to extend Springfield Ave., and

WHEREAS, Springfield Ave. is recognized as a minor arterial requiring a 90 foot right-of-way; and

WHEREAS, Section 3-2A of the Laredo Subdivision Ordinance provides:

> If the right-of-way or pavement width or base required by the City Comprehensive Plan is in excess of the minimum right-of-way or pavement width, then the subdivider may request the participation of the City in the additional cost of street construction over and above the costs which would be required for residential street construction. In any such instance, a written contract with the City is required as part of the application for final plat approval. Said written contract shall be considered as part of the application for final plat along with the other information and data required by the Subdivision Ordinance.

WHEREAS, ARMADILLO has requested City participation in the construction of the proposed extension of Springfield Ave.; and

WHEREAS, coordination of the right-of-way acquisition and construction of the proposed extension of Springfield necessitates CITY's active involvement.

NOW THEREFORE, the parties agree as follows:

1. ARMADILLO shall:

    a. Within ten (10) days of the plat recordation of the Property by City, ARMADILLO shall deposit with the CITY one hundred seventy two thousand six hundred fifty eight and 20/100 dollars ($172,658.20) which said sum represents one-half of the construction cost (inclusive of labor and materials and a 2% yearly inflation factor for 5 years) (the "Escrowed Funds") for the construction of a local street being 1670 linear feet of 31' curb back to curb back roadway (the "Roadway") as said costs are set out in the attached Exhibit B.

The funds set forth in this section are hereinafter referred to as the "Escrowed Funds" and will be deposited in a separate project account of the CITY.

    b. Cooperate with City in the granting of easements that may be needed on land solely owned by ARMADILLO prior to final subdivision plat approval.

2. ARMADILLO further represents and warrants to CITY that:

    a. ARMADILLO is the sole owner in full and complete fee simple title of the Property and the sections of right-of-way identified therein.

    b. The Property is not subject to any liens or encumbrances.

    c. ARMADILLO 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 ARMADILLO'S knowledge, threatened, against or involving ARMADILLO 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.

3. CITY shall:

   a. Within a reasonable time, not to exceed two (2) year from the effective date of this agreement, place the construction of the extension of the portion of the Springfield referred to herein (the "Springfield Extension") in the City of Laredo's Capital Improvement Program (CIP).

   b. Be responsible for the acquisition of additional right-of-way necessary to construct the Springfield Extension.

   c. Be responsible for the engineering, design and the construction of the Springfield Extension.

   d. In its sole discretion determine the length and specification, as well as the phasing, of the Springfield Extension but in no event shall the street be shorter than the extension of Shiloh Rock or, should the developer decide to move the subdivisions east/west connection to the proposed Springfield further south, to Rockpile Creek.

   e. Use its best efforts to complete the construction of the Springfield Extension.

   f. Use the Escrowed Funds for the sole purpose of engineering, design and construction of the Springfield Extension and which will be deposited in a separate project account of the CITY.

4. Each of the obligations and representations of ARMADILLO and CITY are a material part of the consideration of this agreement. The failure of CITY or ARMADILLO to timely comply with any and all of these obligations shall be considered a breach of and default of this agreement. The parties' only recourse for breach hereunder is the filing of a law suit for specific performance of this agreement.

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

6. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

7. 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.

8. 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

   Armadillo Construction Company, Ltd.
   Attn: Mr. Oscar Dominguez
   Director of Land Development
   Armadillo Construction Company, Ltd.
   3602 Paesanos Parkway, Suite 200
   San Antonio, Texas 78231

9. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and a0ll 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.

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

11. 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.

12. 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 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 provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

13. 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.

14. 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.

15. 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.

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

ARMADILLO CONSTRUCTION CO. LTD.:

By: Armadillo Management, LLC
General Partner

_____
Robert P. Gutierrez
Manager

Dated: July 10, 2018

THE CITY OF LAREDO:

By: _____

Name: Horacio De Leon
Title: City Manager

Dated: July 18, 2018

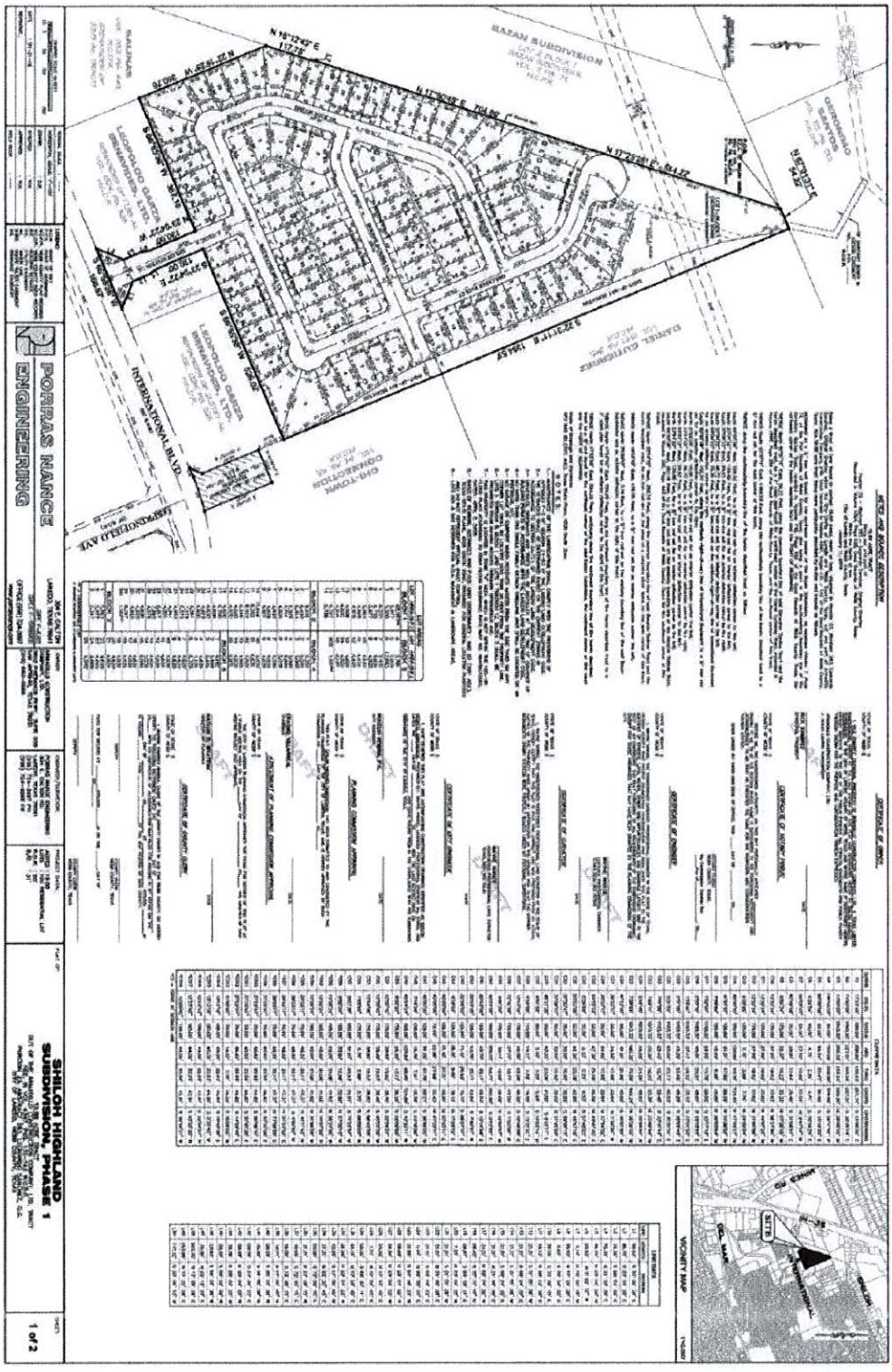
ATTEST:

Jose A. Valdez, Jr.
City Secretary

APPROVED:

Kristina Laurel Hale
City Attorney

EXHIBIT A



Armadillo Construction Company, Ltd
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City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

EXHIBIT B

TABLE 1: PRELIMINARY Estimate of Probable Construction Cost

Springfield Ave North - International Blvd. to Santos South Line

~1670 LF of Local Street (31' B-B)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	STREET SYSTEM				
1	Clearing & Grubbing (Haul or Burn) / Remove Fences	2	Acres	$ 1,000	$ 2,000
2	Excavation (at natural state)	6,200	C.Y.	$ 3.50	$ 21,700
3	Fill w/compaction (for street system)	2,000	C.Y.	$ 4.50	$ 9,000
4	2" Type "D" Hot Mix Asphalt Surface	5,000	S.Y.	$ 8.50	$ 42,500
5	5" Caliche Flexible Base (1st Lift)	6,100	S.Y.	$ 7.00	$ 42,700
6	5" Caliche Flexible Base (2nd Lift)	5,000	S.Y.	$ 7.00	$ 35,000
7	Prime Coat (MC-30)	5,000	S.Y.	$ 1.50	$ 7,500
8	Subgrade Preparation	6,100	S.Y.	$ 1.50	$ 9,150
9	5' Concrete Valley Gutter (C&G sep. pay item)	2	Ea.	$ 3,500	$ 7,000
10	2' Concrete Curb & Gutter - Type "A" (6")	3,340	L.F.	$ 13.20	$ 44,088
				SUB-TOTAL	*$ 220,638*
	SIDEWALKS				
11	Concrete Sidewalks, 4" thickness (crossing at drains included), 4-ft width	4,400	S.F.	$ 6.50	$ 28,600
12	Concrete Handicap Ramps, 4" thickness (including detectable warnings, as per City Specs) Single	2	Ea.	$ 1,000	$ 2,000
				SUB-TOTAL	*$ 30,600*
	STORM DRAINAGE SYSTEM				
13	Silt Barrier Fence	1,700	L.F.	$ 4	$ 6,800
14	Stabilized Construction Entrance	1	Ea.	$ 1,500	$ 1,500
				SUB-TOTAL	*$ 8,300*
	STREET SIGNS/LIGHTS				
15	Street Lights - AEP Cost	3	Ea.	$ 3,500.00	$ 10,500
16	Stop Sign w/ Street Name	2	Ea.	$ 600.00	$ 1,200
17	Type III Barricade w/Dead End Sign	1	Ea.	$ 450.00	$ 450
18	Traffic Signs	2	Ea.	$ 300.00	$ 600
				SUB-TOTAL	*$ 12,750*
	MISCELANEOUS				
19	4" PVC Conduit Crossings	600	L.F.	$ 9.20	$ 5,520
				SUB-TOTAL	*$ 5,520*
				TOTAL ESTIMATED CONSTRUCTION	$ 277,808
				Testing & Quality Control (3%)	$ 8,334
				Engineering (10%)	$ 27,781
				TOTAL ESTIMATED PROJECT COST	**$ 313,923**
				Springfield North Subdivision Frontage Share (50%)	*$ 156,962*

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