

FILED 09/03 20 21
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Arsal Huello DEPUTY
@ 3:42 P.M

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of the date set forth below, by and between **TYOMAX SERVICES, INC., MANUEL GARCIA, JR., AND MARIA GUADALUPE GARCIA** (hereafter collectively referred to as "**Seller**"), and **WEBB COUNTY, TEXAS**, a Texas Municipal Corporation (hereinafter referred to as "**Purchaser**").

ARTICLE I PROPERTY

Subject to the terms and provisions hereof, and for the consideration herein set forth, Seller agrees to sell, and Purchaser agrees to purchase, the **SURFACE ESTATE**, only, of the following described property situated in Webb County, Texas, to-wit (the "**Property**"):

The Surface Only of Tract Nos. Eighteen (18), Nineteen (19), Twenty (20), Twenty One (21), and Twenty Two (22), Tanquecitos South Acres Subdivision, out of Abstract 296, Porcion 32, Webb County, Texas.

ARTICLE II PURCHASE PRICE

2.01 Purchase Price. The purchase price (the "**Purchase Price**") for the sale and purchase of the Property is THREE MILLION FOUR HUNDRED AND NINETY EIGHT THOUSAND AND NO/100THS DOLLARS (\$3,498,000.00), to be paid or credited as herein provided at Closing.

ARTICLE III ESCROW

3.01 Escrow of Agreement. Promptly upon execution of this Agreement by Purchaser and Seller, an original fully executed counterpart hereof shall be escrowed with Laredo Title & Abstract, Ltd., Attn: Ms. Leticia G. Martinez, 401 Shiloh Drive, Laredo, Texas 78045 (herein referred to as the "**Title Company**"). The "**Effective Date**" of this Agreement shall be the date that the Title Company acknowledges receipt of the fully executed original counterpart hereof.

3.02. Earnest Money. Purchaser shall deliver Purchaser's check in the amount of FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) (herein referred to as the "**Earnest Money**") to Seller to bind this Agreement with Seller on the Effective Date. If the transaction contemplated hereby closes, then on the Closing Date (as hereinafter defined), the Earnest Money shall be applied to the Purchase Price. If the Closing does not occur for any other reason, the Earnest Money shall be disbursed in accordance with the terms hereof.

ARTICLE IV SURVEY, TITLE COMMITMENT & FEASIBILITY PERIOD

4.01 Survey. Purchaser may, at its sole cost and expense, obtain an on the ground survey (the "**Survey**") of the Property to be completed on or before twenty (20) days from the

Effective Date (as herein defined). The Survey plat (i) shall be in form and substance acceptable to the Title Company as a basis for deleting to the maximum extent permitted by applicable title insurance regulations the standard printed exceptions from the Owner's Policy (as hereinafter defined), and (ii) shall certify the actual dimensions of the area within the Property and all easements, roads, rights-of-way and other encumbrances thereupon, by acre (rounded to the nearest one one-thousandth [1/1000] of an acre) and square foot (rounded to the nearest one one-hundredth [1/100] of square feet).

4.02 Title Commitment. Seller shall cause the Title Company to furnish Purchaser a current owner's title policy commitment (the "Title Commitment") prepared and issued by the Title Company describing and covering the Property, listing Purchaser as the prospective name insured, showing title to the Property in Seller (or in third parties subject to an option in favor of Seller), committing to issue an Owner Policy of Title Insurance (the "Title Policy") to Purchaser subject to the following matters (herein called the "Permitted Encumbrances"):

- (a) the standard printed exception pertaining to restrictive covenants affecting the Property;
- (b) the standard printed exception pertaining to discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
- (c) the standard printed exception for taxes for the year of closing and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
- (d) current zoning under the City of Laredo Zoning Ordinance, and the City of Laredo Subdivision Ordinance and any matters acceptable to or waived by Purchaser as provided in Paragraph 4.03;
- (e) all regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, and actually affect the hereinabove described property;
- (f) the standard printed exception relating to rights of parties in possession; and,
- (g) all matters that would be revealed by a current and accurate survey and inspection of the Property and waived or not timely objected to by Purchaser.

4.03 Disclosure of Exceptions by the Survey or Title Commitment. Purchaser shall have ten (10) days after the date of receipt of the Title Commitment to notify Seller in writing of any easements, rights-of-way, encroachments, conflicts, protrusions, liens, encumbrances, restrictions, conditions, covenants or other matters creating a cloud on title to the Property (hereinafter collectively called the "Exceptions") with respect to the Property revealed thereby which are unacceptable to Purchaser ("Purchaser's Title Objections"). Seller shall have ten (10) days from the date such notice is received to cure such objections to the satisfaction of Purchaser in Purchaser's sole and absolute discretion, but Seller shall have no obligation to do

so. If Seller cannot or elects not to cure Purchaser's Title Objections within such period, Purchaser shall have the option to:

- (a) cancel this Agreement and have the Earnest Money returned, in which event the parties shall have no further obligations hereunder; or
- (b) waive any uncured Purchaser's Title Objections and proceed to close the transaction contemplated hereby, in which event any uncured Purchaser's Title Objections shall be additional Permitted Exceptions.

Any matter or exception contained in the Survey or the Title Commitment not timely objected to in writing by Purchaser shall constitute a Permitted Exception.

4.04 Feasibility Studies. Purchaser shall have until the expiration of sixty (60) days after the Effective Date of this Agreement (the "Feasibility Period") to determine the feasibility of the Property for Purchaser's intended use thereof and review various reports, satisfactory to Purchaser, in Purchaser's sole discretion, of inspections and investigations relating to the Property, including, without limitation, environmental, geological, engineering, soil and feasibility reports. The cost of all such investigation shall be borne by Purchaser. Seller agrees to grant Purchaser and Purchaser's agents and representatives access to the Property for the purpose of conducting its inspection and investigation of the Property for Purchaser's purposes as described in this Article. All such inspections shall be at Purchaser's sole expense and risk and Purchaser shall indemnify and hold Seller harmless in connection with any resulting damage to person or property; provided, however that Purchaser shall not be liable for any claim of Seller, its successors or assigns, for merely discovering any pre-existing condition or for any claim of diminution in value of any portion of the Property. Purchaser, at its expense, shall restore the Property to the condition in which it was found, and will not allow any liens of any kind to attach to the Property.

4.05 In the event that Purchaser terminates this Agreement under the provisions of this Article IV, Purchaser shall restore the Property to its condition prior to the conducting of the tests, if any, at Purchaser's sole expense. Purchaser hereby indemnifies Seller against, and agrees to defend and hold Seller harmless, from any and all claims, demands, causes of action and suits of any kind or nature, including attorneys' fees, arising out of the inspections or tests upon the Property conducted by Purchaser pursuant hereto. Purchaser acknowledges that it is relying on its own investigations, engineers and attorneys in determining whether or not to purchase the Property.

4.06 Termination Right. If the results of such determination of feasibility and of the inspections and investigations are unsatisfactory to Purchaser for any reason in Purchaser's sole and absolute discretion, Purchaser, at its election, may terminate this Agreement by giving written notice to Seller at any time on or prior to the last day of the Feasibility Period, whereupon the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability to the other hereunder. In the absence of such notice on or by such date, the inspections and investigations shall be deemed to have been approved by Purchaser and the conditions under this paragraph shall be deemed to have been satisfied.

ARTICLE V
CLOSING

5.01 Closing Date. Provided that all conditions to closing shall have been satisfied, Purchaser and Seller shall consummate and close the transactions contemplated hereby in the offices of the Title Company on or before ten (10) days from expiration of the Feasibility Period (the "Closing Date"), and the actual consummation and closing of the purchase and sale contemplated by this Agreement is herein referred to sometimes as the "Closing." In the event the Closing does not take place by the Closing Date, it is understood that Seller shall not be obligated to extend the Closing Date and this Contract shall terminate, entitling Seller to the remedies set forth herein. The sale of the Property contemplated by this Agreement shall be on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis as more fully set forth below.

5.02 Seller's Obligations at Closing. At the Closing, Seller shall deliver to Purchaser:

- (a) A Special Warranty Deed which shall convey to Purchaser good and indefeasible fee simple title to the Property, free and clear of all exceptions other than the Permitted Exceptions.
- (b) A "bills paid affidavit" in form and substance reasonably satisfactory to Purchaser verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Property prior to the Closing Date, and by which affidavit Seller indemnifies and holds Purchaser and the Title Company harmless from any loss, liability, cost or expense (including, without limitation, attorney's fees and court costs) of Purchaser or the Title Company resulting from or incident to claims against the Property for any such matters.
- (c) The Title Policy.
- (d) Possession of the Property.
- (e) The Special Warranty Deed provided by Seller to Purchaser shall contain the following disclaimer and exception to conveyance of the Property by Seller:

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY (AND IMPROVEMENTS), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL

ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND IMPROVEMENTS; GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, GRANTEE, FOR ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR SOIL CONDITION ON OR ABOUT THE PROPERTY, INCLUDING ANY CONTAMINATION, HEREBY AGREEING TO INDEMNIFY GRANTOR AGAINST, AND HOLD GRANTOR HARMLESS FROM, ANY AND ALL CLAIMS, COSTS (INCLUDING ATTORNEY'S FEES), DEMANDS AND CAUSES OF ACTION ASSERTED BY ANY PERSON WITH RELATION TO THE PROPERTY OR ANY IMPROVEMENTS CONSTRUCTED THEREON, INCLUDING ALL SUCH CLAIMS, DEMANDS AND/OR CAUSES OF ACTION WHICH ARISE OR RESULT FROM, OR ARE ALLEGED TO ARISE OR HAVE RESULTED FROM GRANTOR'S NEGLIGENCE, IN WHOLE OR IN PART IF SUCH CLAIM RESULTS FROM AN INCOMPLETE REMEDIATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY; OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" CONDITION AND BASIS AND WITH "ALL FAULTS."

5.03 Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to Seller, on forms to be provided by Seller's counsel, the following:

- (a) The Purchase Price (after credit of the Earnest Money).

- (b) Such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing. All documents to be prepared shall be as accepted by Purchaser as recommended by Seller's counsel.

5.04 Closing Costs and Attorneys' Fees. On the Closing Date, Seller shall pay the cost of the Title Policy, the cost of the conveyancing documents, ½ of the cost of the escrow fee, any other costs incurred by Seller, and all other closing costs necessary to consummate this agreement. Purchaser shall pay its attorneys' fees, the cost of recording the Deed, ½ of the cost of the escrow fee, the cost of the survey, if any, any other costs incurred by Purchaser, and other costs as specifically agreed in other parts of this Agreement.

5.05 Prorations. Ad valorem taxes for the Property shall be prorated as of the date of Closing. Purchaser shall be responsible for all taxes accruing against the Property for periods of time subsequent to the Closing Date. If Closing shall occur before the actual taxes for the then current year are known, the apportionment of taxes shall be upon the basis of taxes for the Property for the immediately preceding year, provided that, if the taxes for the current year are thereafter determined to be more or less than the taxes for the preceding year (after any appeal of the assessed valuation thereof is concluded), Seller and Purchaser promptly shall adjust the proration of such taxes and Seller or Purchaser, as the case may be, shall pay to the other any amount required as a result of such adjustment, and this covenant shall not merge with the deed delivered hereunder, but shall survive the Closing. The adjustments described herein shall be paid on the Closing Date, or, to the extent that the amounts thereof are not ascertainable on the Closing Date, such shall be paid as soon thereafter as may be reasonably practicable. Rollback taxes, if any, shall be the responsibility of Purchaser.

ARTICLE VI **REAL ESTATE COMMISSIONS**

Purchaser hereby represents and warrants that it has not employed any agents, brokers or other such parties in connection with this transaction and agrees that it shall hold the Seller harmless from and against any and all claims of all agents, brokers or other such parties claiming by, through or under Purchaser. The provisions of this Article VI shall survive the Closing.

ARTICLE VII
NOTICES

Any notice, demand or request that may be permitted, required, or desired to be given in connection herewith shall be in writing and directed to Seller and Purchaser by certified mail, return receipt requested, postage prepaid, at their respective addresses set forth below. In the event such notice or other communication is effected by personal delivery or by an overnight express delivery courier, the date and hour of actual delivery shall fix the time of notice. Absent a postal strike or other stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following three (3) business days after the date and hour at which the sealed enveloped containing the notice is deposited in the United States mail, properly addressed and with postage prepaid, shall fix the time of notice. Each party shall have the right to change their address, for purposes of notice, by giving notice to the other party hereto as provided above.

If to Purchaser, to: Webb County, Texas
 Attn.: Mr. Ray Rodriguez, Attorney
 Webb County Civil Legal Division
 1000 Houston, St. 2nd Floor
 Laredo, Texas 78040
 (956) 523-4613 – Telephone
 (956) 523-5938 – Facsimile
 rayr@webbcountytexas.gov

If to Seller, to: Tyomax Services, Inc.
 Mr. Manuel Garcia, Jr.
 Mrs. Maria Guadalupe Garcia
 P.O. Box 451284
 Laredo, Texas 78045

with a copy to: Sigifredo Perez, III
 Kazen, Meurer & Perez, L.L.P.
 211 Calle Del Norte, Suite 100
 Laredo, Texas 78041
 (956) 712-1600 – Telephone
 (956) 712-1628 – Facsimile
 sperez@kmp-law.com

ARTICLE VIII
DEFAULTS AND REMEDIES

8.01 Seller's Remedies on Purchaser's Default. If Purchaser shall fail to consummate the purchase of the Property on or before the Closing Date for any reason other than Seller's default, then Seller shall, either: (i) retain the Earnest Money and terminate this Agreement; and/or (ii) enforce specific performance.

8.02 Purchaser's Remedies on Seller's Default. If Seller shall fail or refuse to fully and timely perform any of its obligations hereunder, or shall fail or refuse to consummate the sale of the Property for any reason not set forth in this Agreement, except Purchaser's default,

Purchaser may either: (i) retain the Earnest Money and terminate this Agreement; and/or (ii) enforce specific performance.

ARTICLE IX

SELLER'S DISCLOSURES

9.01 Condemnation. If prior to Closing, less than ten percent (10%) of the Property is condemned or taken by eminent domain by any authority (herein a "Condemnation"), this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall assign or pay to Purchaser at Closing, Seller's interest in and to any condemnation award actually received by Seller. In the event of taking a condemnation or similar proceeding of ten percent (10%) or more of the Property (or any threat thereof), or if any such condemnation adversely affects the access or visibility of the Property or any part thereof, Seller agrees to promptly notify Purchaser thereof, and either Seller or Purchaser may terminate this Agreement by giving written notice thereof to the other party prior to the Closing Date. If neither party terminates the Agreement because of a condemnation, Seller shall assign or pay to Purchaser, at Closing, Seller's interest in and to any condemnation award actually received by Seller.

9.02 Notice Regarding Title. The Texas Real Estate License Act requires a real estate agent to advise Purchaser that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance policy should be obtained. Notice to that effect is hereby given to Purchaser.

9.03 Notice Regarding Possible Liability for Additional Taxes (Texas Property Code-Sections 5.010). If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located. Affixed

ARTICLE X

MISCELLANEOUS

10.01 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

10.02 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, but Seller shall have the option to terminate this Agreement.

10.03 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

10.04 Assignability. Purchaser shall not have the right to assign this Agreement without Seller's written consent.

10.05 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and assigns.

10.06 No Public Disclosure. Seller shall make no public disclosure of the terms of this transaction without the prior written consent of Purchaser.

10.07 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

10.08 Attorney's Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10.09 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

10.10 Time. Time is of the essence in this Agreement; however, if the last day of any time period specified herein falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Texas, then such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.11 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10.12 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum or notice with respect hereto.

10.13 Prior Agreements Terminated. Seller and Purchaser hereby mutually agree that this Agreement replaces and supersedes in its entirety all prior Contracts, discussions or agreements relating to the Property, all of which are merged herein.

10.14 Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

10.15 Facsimile Transmission. This Agreement, addendums and any future modifications may be transmitted by facsimile. All parties agree that their facsimile signatures on copies of the transmitted documents shall be binding to the same extent as if they were original signatures. Upon request, each party agrees to fully execute with original signatures all

original documents following execution of facsimiles.

10.16 Construction. The parties acknowledge that their attorneys have reviewed and revised this Agreement and 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 hereto.

10.17 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 exclusively in Laredo, Webb County, Texas, and such venue shall not be contested or disputed.

10.18 Waiver of Deceptive Trade Practices Act. THE PURCHASER EXPRESSLY WAIVES ALL RIGHTS AND REMEDIES UNDER THE PROVISIONS OF SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS & COMMERCE CODE, OTHERWISE KNOWN AS THE DECEPTIVE TRADE PRACTICES ACT, TO THE FULL EXTENT SUCH WAIVER IS PERMITTED THEREUNDER. Purchaser specifically acknowledges that the Seller and Purchaser did not have disparate bargaining position in the negotiation of the terms of this waiver and that Purchaser was represented by counsel in such negotiations.

10.19 Expiration of Offer. The offer represented hereby shall expire if not accepted by Purchaser, as hereafter provided, by 5:00 p.m. Laredo time on **July 7, 2021**. Purchaser shall accept this Agreement by executing a counterpart hereof and delivering the same to Seller's counsel, together with the Earnest Money, prior to the aforesaid time.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date shown to the left of their respective signatures to be effective as of the Effective Date.

[Signature page follows]

SELLER:

TYOMAX SERVICES, INC.

Date: July 1, 2021

By: 
MANUEL GARCIA, JR., President

Date: July 1, 2021


MANUEL GARCIA, JR.


Date: July 1, 2021


MARIA GUADALUPE GARCIA

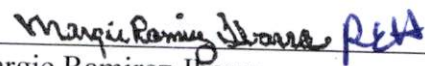
PURCHASER(S):

WEBB COUNTY, TEXAS

Date: July 1, 2021

By: 
Title: County Judge
Name printed: Patricia J. Janna

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk

ACKNOWLEDGMENT BY TITLE COMPANY

The undersigned Title Company hereby acknowledges receipt of the Earnest Money in the amount of \$5,000.00, and a copy of this Agreement.

Date: July 1, 2021

Laredo Title & Abstract, Ltd.

By:

A handwritten signature in blue ink, appearing to read "A. Rojas", is written over a horizontal line. The signature is cursive and stylized.

THIS DOCUMENT HAS A PRISMATIC VOID PANTOGRAPH, MICROPRINTING, A COIN REACTIVE ARTIFICIAL WATERMARK AND THERMOCHROMATIC INK.

RAUL REYES, M.P.A., C.T., C.I.O.
WEBB COUNTY TREASURER
P.O. BOX 593 • LAREDO, TEXAS 78042-0593

Falcon International Bank
Laredo, Texas
88-1580-1149

DATE

AMOUNT

ACCOUNTS PAYABLE
CHECK NO.

07/07/2021

\$5,000.00

25510

PAY

Five Thousand and 00/100 Dollars

TO
THE
ORDER
OF

LAREDO TITLE & ABSTRACT LTD
ATTN: MS. LETICIA G MARTINEZ
401 SHILOH DRIVE
LAREDO, TX 78045

VOID AFTER 90 DAYS



⑈025510⑈ ⑆114915803⑆ 000054404⑈

SC-9172899

LITRO BUSINESS FORMS, INC. (956) 727-7593

SELLER:

Trymax Services, Inc. Manuel Garcia Jr. & Maria Guadalupe Garcia

BUYER:

Webb County Texas

**EMC - 1
ESCROW RECEIPT**

LAREDO TITLE & ABSTRACT ACKNOWLEDGES RECEIPT OF \$ 5000.00 EARNEST MONEY IN THE FORM OF CR # 25510 Falcon REPRESENTING EARNEST MONEY AND \$ — 0 — OPTION FEE IN THE FORM OF — REPRESENTING OPTION FEE BEING PURSUANT TO THE ATTACHED EARNEST MONEY CONTRACT.

ESCROW AGENT:

- (I) Is not a party to the Earnest Money Contract and shall not be called upon to interpret, revise, or review the terms of the contract;
- (II) Has no liability on a check until the check has cleared and the funds have been received and deposited in its account;
- (III) Shall not be liable for any interest or other charge on the Earnest Money and shall be under no duty to invest or re-invest funds held by it at any time;
- (IV) Does not represent the allowable use or activity on the property;
- (V) Does not promise to deliver the commitment within the time stated in the earnest money contract;
- (VI) Requires that buyer make written request of the escrow agent for copies and covenants and documents;
- (VII) At its option, may require the receipt, release and authorization in writing of all parties before paying the deposit to either party;
- (VIII) Shall not be liable for any loss, cost or damage which it may incur as a result of serving as escrow agent, except for loss or costs arising out of its willful default or cross negligence;
- (IX) In the event of a dispute between any of the parties to the contract sufficient in its sole discretion to justify interpleader, escrow agent shall be entitled to tender into the registry of any court of competent jurisdiction all money or property in its hand held under the terms of this agreement, together with such legal pleadings as it may deem appropriate, recover its costs and attorney's fees incurred in the proceedings, and thereupon be discharged;
- (X) Agent escrowing EMC is requested to distribute copies received to all parties;
- (XI) In the event that the transaction contemplated by the earnest money does not close at escrow agent's office for any reason, escrow agent, prior to releasing any portion of the earnest money, shall be entitled to deduct a reasonable amount for escrow services rendered an actual expense incurred by escrow agent in connection with this deposit.

DATED THIS 7th DAY OF July, 20 21.

LAREDO TITLE & ABSTRACT, LTD.

BY: [Signature] Agent

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE FOREGOING ESCROW RECEIPT.

Agent Escrowing EMC