

THE STATE OF TEXAS
COUNTY OF WEBB

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AGREEMENT FOR THE DONATION OF REAL PROPERTY

The parties to this Donation Agreement are **City of Laredo**, a Texas home rule municipal corporation (hereafter "CITY"), whose address is 1110 Houston St., Laredo, Texas 78040 and **Webb County**, a political subdivision of the State of Texas (hereafter "COUNTY"), whose address is 1000 Houston St., Laredo, Texas 78040.

WITNESSETH:

WHEREAS, City owns an undivided Forty-Five percent (45%) interest in (including any existing improvements) in the following property ("Donated Land"):

TRACT I: Situated in Webb County, Texas, and being lot Number ONE (1), and the North One-half of Lot Number TEN (N. ½ OF 10) and the North One-half of the West Eighteen Varas of Lot Number NINE (N. ½ of W. 18 Varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

And

TRACT II: Situated in Webb County, Texas, and being the South One-half of Lot Number TEN (S. ½ OF 10) and the South One-half of the West Eighteen Varas of Lot Number NINE (S. ½ of W. 18 Varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

WHEREAS, COUNTY owns the other Fifty-Five percent (55%) of the Donated Land; and

WHEREAS, COUNTY is restoring the building (Farias Building) located thereon and constructing and will operate a Veteran's Service Facility (which will include a veteran's museum) to serve Webb County veterans and the public; and

WHEREAS, CITY wishes to donate one million dollars and all of its interest in the property described in this Agreement (the "Donated Land") to COUNTY and COUNTY wishes to accept the donation of said funds and real property.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

The recitations set forth above are true and correct and incorporated herein by reference as if set out in full for all intents and purposes.

1. CITY represents and warrants to COUNTY that it owns a 45% undivided interest in the Donated Land which it shall convey to COUNTY.
2. CITY will contribute \$1,000,000.00 to the construction of a Veteran's Service Facility to be located on the Donated Land.
3. Upon delivery of the executed deed conveying CITY's undivided interest in the Donated Land to COUNTY and the one million dollar donation all previous interlocal agreements between CITY and COUNTY related to the joint operation of a veteran's museum are hereby dissolved and terminated.
4. CITY will deliver all necessary transfer documents (warranty deed) and payment of the \$1,000,000.00 to COUNTY within thirty (30) days of the effective date of this agreement.
5. CITY further represents and warrants to COUNTY that:
 - a. To the best of CITY's knowledge the Donated Land is not subject to any liens or encumbrances.
 - b. CITY owns a 45% undivided interest in the Donated Land, and to the best of CITY's knowledge is free and clear of all other easements, restrictions, conditions, exceptions or reservations, except those set forth and filed in the Official Public Records of Webb County, Texas.
 - c. To the best of CITY's knowledge there are no lawsuits pending or threatened against or involving the Donated Land.
 - d. To the best of CITY's knowledge there are no pending claims affecting the Donated Land.
 - e. To the best of CITY's knowledge the Property has not been used by CITY for the storage or disposal of any hazardous or toxic materials.
 - f. To the best of CITY's knowledge there are no third parties in possession of the Donated Land 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.
 - g. The CITY signatories to this Agreement have the authority to execute this Agreement on the terms herein set forth and to give, grant and convey the Donated Land and funds to the COUNTY pursuant hereto.
 - h. All representations herein set forth shall expressly survive the conveyance of the Donated Land to the COUNTY.
6. CITY will donate by conveying a fee simple, surface only interest by warranty deed to COUNTY of the Donated Land, as set forth in Exhibit A.
7. 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 prior agreement, understanding, 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 hereto and/or embodied herein.

8. Severability: Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
9. No rights created. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.
10. Effective Date: This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO

WEBB COUNTY

Joseph Neeb
City Manager

Tano E. Tijerina
County Judge

Signed by Joseph Neeb
on this ____ day of _____, 2025.

Signed by Tano E. Tijerina
on this ____ day of _____, 2025.

ATTEST:

Mario Maldonado
City Secretary

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Approved as to Form:

Xavier Charles
Assistant City Attorney

Nathan R. Bratton
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).