

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTY WALL EASEMENT AND BOUNDARY LINE AGREEMENT

This AGREEMENT is by and between Webb County, a political subdivision of the State of Texas, whose address is Webb County, Courthouse, 1000 Houston St., Laredo, Texas 78040 ("Webb County") and Frost Bank, Trustee, whose address is PO Box 2590, San Antonio, Texas 78299 ("Frost") and is made on the basis of the following facts and understandings:

RECITALS

A. Webb County owns certain real property known as the "Ortiz House" located at 915 Zaragoza Street in Laredo, Texas ("Property A") that is described as follows:

Lots Two (2), Three (3), Eight (8) and Nine (9), Block Nineteen (19), Western Division of the City of Laredo, Webb County, Texas, and less and except that portion of Lots Eight (8) and Nine (9) of Property A conveyed to the United States of America in 1976, by deed recorded in Volume 516, Page 938, Webb County Real Property Records.

B. Frost owns certain other real property known as the "De La Garza House" located at 907 Zaragoza Street in Laredo, Texas ("Property B") adjoining Property A on its eastern boundary. Property B is described as follows:

All of Lots Four (4), Five (5), Six (6) and Seven (7), less and except that portion of Lots Six (6) and Seven (7) of Property B that was conveyed to the United States of America in 1976 by deed recorded in Volume 516, Page 685, Webb County Real Property Records.

C. Webb County's title to Property "A" is derived from a Warranty Deed (the "Webb County Deed") dated April 4, 2007 from Atlantic Inland Group, Inc., which is recorded in Volume 2331, Pages 240-245, Official Public Records of Webb County, Texas, which deed contains an incorrect property description. Frost's title to Property "B" is derived from a Warranty Deed (the "Frost Deed") dated September 30, 1955, from Soledad M. de Learn, which is recorded in Volume 241, Pages 502-503, Deed Records of Webb County, Texas, which deed purports to include a conveyance of a portion of Property "A". The Webb County Deed creates a cloud upon Frost's title to Property B, and the Frost Deed creates a cloud upon Webb County's title to Property A, and the parties desire by this Agreement to clear the cloud upon their respective titles.

D. Casa Ortiz and the de la Garza House were constructed over a century ago and share a common wall between the two houses. The improvements on Property A and Property B are constructed so that a common wall (the "Party Wall") forms a part of the buildings located upon and forming a physical dividing line on the ground between Property A and Property B. The

Party Wall is constructed, as depicted on the surveys of Property A which is attached hereto as Exhibit "A" and of Property B, which is attached as Exhibit B, along a line within Lots Three (3) and Eight (8), and which line is more particularly described on Exhibits A and B and which wall forms a part of the structure and support of the two houses.

D. Webb County and Frost desire to enter into this Agreement in order to clear the respective clouds upon their title to the properties by the quitclaims and boundary line agreements set forth below, and to formalize the existence of the Party Wall, and the actual boundaries between their respective properties, as it has existed for over 100 years, and to document the rights and respective obligations of the Webb County and Frost as they relate to the Party Wall.

THEREFORE, THE PARTIES AGREE, in consideration of the mutual and reciprocal grants and agreements made here, as follows.

Grant and Agreed Boundary; Quitclaims

1. Webb County grants to Frost, and Frost grants to Webb County an easement to use the Party Wall as a party wall. The rights under this Agreement shall constitute an easement and a covenant running with the land as to both Property A and Property B.

2. Webb County and Frost agree that the common boundary between Property A and Property B is established as the line running north to south shown on Exhibits A and B which begins on the north, approximately 5.69 feet west of the lot line between Lots Three (3) and Four (4), and terminates, on the south, approximately 5.01 feet of the lot line between Lots Seven (7) and Eight (8) (the "Boundary Line") more particularly described and marked "Party Wall" on Exhibits A and B attached hereto.

3. Frost quitclaims to Webb County, all of its right, title and interest in and to all that portion of Lots Three (3) and Eight (8), Block Nineteen (19), Western Division, City of Laredo, Texas which lies west of the Boundary Line, subject to the terms and conditions of this Party Wall Agreement, and Webb County quitclaims all of its right title and interest in and to all that portion of Lots Three (3) and Eight (8), Block Nineteen (19), Western Division, City of Laredo, Texas which lies east of the Boundary Line and all of its right, title and interest in and to Lots Four (4) and Seven (7), Block Nineteen (19), Western Division, City of Laredo, Texas, subject to the terms and conditions of this Party Wall Agreement.

License to Enter

4. For the purpose of erecting, extending, or repairing the Party Wall, each party is licensed by the other to enter upon the other party's premises after giving written notice.

Consideration

5. This Agreement is made in consideration of one dollar paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, including the mutual covenants and agreements contained within this Agreement.

Use of Party Wall

6. Both Webb County and Frost shall have the full right to use the Party Wall for structural support and enclosure purposes in connection with the improvements on their respective properties. However, neither party's use of the Party Wall shall injure the other party nor impair the Party Wall benefits and support enjoyed by each.

Right to Extend

7. Either party shall have the right to extend the Party Wall either horizontally or vertically, or both, as long as the adjoining building is not injured by the extensions and the Party Wall benefits and support to which the adjoining building is entitled are not impaired by the extensions. Either party shall also have the right to add thickness to the wall, as long as any added thickness is not placed on the land of the other party without that party's written consent.

Repairs and Maintenance

8. If it becomes necessary to repair or rebuild the wall as constructed or extended, the cost of repairing or rebuilding those portions of the wall used by both parties at the time of repair shall be borne by both parties equally. The cost of repairing or rebuilding any remaining portion of the wall shall be wholly borne by the party that exclusively uses that portion of the wall.

Destruction of Party Wall

9. If the Party Wall is totally or partially destroyed by fire or other cause, either of the parties shall have the right to reconstruct the wall at that party's own expense if that party alone intends to continue the use of the Party Wall, or at the expense of both parties if both parties intend to continue the use of the Party Wall.

Duration of Agreement; Agreement to Run with the Land

10. The duration of this Agreement shall be perpetual. This agreement is intended to benefit Property A and Property B, and all of the rights and obligations of this Agreement shall run with the land and the title to Property A and Property B.

Binding Effect

11. This Agreement shall bind and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

Arbitration

12. Any dispute under this Agreement shall first be submitted to mediation under the supervision of the district courts of Webb County, Texas, and, should mediation not result in agreement, shall be submitted to arbitration under the rules of the American Arbitration Association.

Miscellaneous

13. Notices. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) two (2) days after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

14. Entire Agreement. This Agreement, and its exhibits, constitutes the entire agreement of the parties concerning the matters addressed herein. There are no oral representations, warranties, agreements, or promises between the parties not incorporated in writing in this Agreement.

15. Dispute Expenses and Attorneys' Fees. If any controversy, claim, or dispute arises relating to this instrument or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

16. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.

17. Survival. The obligations of this Agreement shall survive any additional transactions between the parties hereto and any changes in corporate ownership or status of the individual, trust, or corporate ownership of shares to which this agreement applies.

18. Choice of Law; Venue. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Webb County.

19. Waiver of Default. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

20. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

21. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

22. Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

23. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

24. Counterparts. If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

25. Captions. Captions are for convenience of reference only and are not to be considered as defining or limiting in any way the scope of intent of the provision hereof.

Done at Laredo, Texas on _____, 2017.

Frost Bank, Trustee

By: _____

Name: _____

Its: _____

Webb County, a political subdivision of
the State of Texas

By: _____

Name: Tano E. Tijerina

Its: Webb County Judge

Acknowledgment

This instrument was acknowledged before me, the undersigned authority, on _____, 2017, by _____, _____ of Frost Bank, Trustee, on behalf of said Trust.

Notary Public, State of Texas

Acknowledgment

This instrument was acknowledged before me, the undersigned authority, on _____, 2017, by Tano E. Tijerina, in his capacity as Webb County Judge for and on behalf of Webb County, a political subdivision of the State of Texas.

Notary Public, State of Texas