

**Exchange of Property in Lieu of Condemnation  
Webb County and Patricia L. Villarreal  
Tract 24 Roadway Right-of-Way, Drainage and Utility Easement**

This Agreement, hereinafter referred to as "Agreement" is between Webb County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and Patricia L. Villarreal hereinafter referred to as "VILLARREAL".

**WHEREAS**, COUNTY has identified a roadway right-of-way, drainage and utility easement across tract 24 in Las Lomas Subdivision as necessary for a the Las Lomas Drainage and Emergency Evacuation Route Project; and

**WHEREAS**, COUNTY has entered an Order to acquire said property by purchase, or condemnation; and

**WHEREAS**, the parties desire to settle the matter without condemnation proceedings; and

**WHEREAS**, COUNTY and VILLARREAL have, in good faith, negotiated the transfer of the easement to COUNTY in lieu of condemnation.

**NOW THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. The representations set out above are true and correct and included herein by reference as if set out in full.
2. VILLARREAL, will upon signing this Agreement, allow COUNTY access to the property (Tract 24) and the right to construct thereon certain improvements (including the clearing of the property of brush, construction of a drainage infrastructure across the property).
3. VILLARREAL will upon receipt of Seven Thousand Two Hundred Dollars (\$7200.00) sign and deliver to COUNTY a Roadway Right-of-Way, Drainage and Utility Easement the form of which is attached hereto as Exhibit A.
4. VILLARREAL shall simultaneously convey a Roadway Right-of-Way, Drainage and Utility Easement across the front of Tract 24.
5. COUNTY shall in addition to paying the sum of \$7200.00 for the easement replace the fence along the front of the property with like kind fencing and like kind gate once construction of the roadway and drainage has been completed.
6. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.


7. 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.
8. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
9. 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.
10. 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.
11. 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.
12. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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 hereto.

18. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
19. No rights created. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.
20. This Agreement becomes effective (effective date) when signed by the last party whose signing makes the Agreement fully executed.

WEBB COUNTY

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge  
Date: \_\_\_\_\_

VILLARREAL  
  
\_\_\_\_\_  
Patricia L. Villarreal  
Date: 1-31-19

ATTEST:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

Approved as to Form:

\_\_\_\_\_  
Nathan R. Bratton  
General Counsel  
Civil Legal Division\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of 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).

Date: \_\_\_\_\_