

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act  
Community Resiliency Program**

**CFDA:** 14.228 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**Awarding Federal Agency:** U.S. Department of Housing and Urban Development

**Federal Award Number(s):** B-20-DW-48-0001

**Federal Award Year:** 2020

**Pass Through Entity:** Texas Department of Housing and Community Affairs

**HUD Entity Type:** Subrecipient

**Unique Entity Identifier Number:** 052767030

**LAND USE RESTRICTION AGREEMENT**  
**(Public Facilities)**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF WEBB**             §

THIS LAND USE RESTRICTION AGREEMENT ("Agreement") is made and entered into to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WEBB COUNTY**, a political subdivision of the State of Texas ("Owner"), and **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("Department"), a public and official department of the State of Texas, together, (the "Parties").

**RECITALS**

WHEREAS, The United States Department of Housing and Urban Development awarded the Department funds under the **Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV") for the Community Resiliency Program ("CRP")** to allocate via contract to political subdivisions to assist in preparing, preventing, and responding to the COVID-19 pandemic by constructing new public facilities;

WHEREAS, the Owner owns certain real property (the "Land"), located at 1301 Paseo de los Santos in the City of Laredo, County of Webb, State of Texas, more fully described in **Exhibit "A"**, attached hereto and incorporated herein by reference, which has been improved upon by Owner, pursuant to the Contract defined below and improvements are further described as: Construction of an approximately 10,585 square foot health center and parking lot, (the "Project") and more fully described in (the "Project Description"). The Land and Project are hereinafter collectively referred to as the "Property;"

WHEREAS, on October 1, 2022, the Department awarded Owner \$4,600,000.00 to be utilized for construction for publicly owned facilities on the Property in accordance with that certain FY 2020 Community Development Block Grant – CDBG-CV Contract Number 70800001013 executed by and between the Parties (the “Contract”), which funds shall be used by Owner for the construction and operation of public facilities on the Property to prevent, prepare for or respond to the spread of coronavirus pandemic or “COVID-19”) and further defined herein as, (“Public Facilities and Improvements”).

In consideration of the Owner’s promise to use CDBG-CV funding for the construction and operation of public facilities on the Property to prevent, prepare for or respond to the spread COVID-19, owner shall comply with certain requirements to benefit certain populations and use restrictions on the Property. The Parties have entered into this Agreement to evidence Owner's agreement to comply with such requirements and restrictions during the Term (hereinafter defined).

NOW THEREFORE, in consideration of the premise and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE I** **Definitions**

**Section 1.1. General.** Capitalized terms used in this Agreement shall have the meanings specified in this Article I, unless the context clearly requires otherwise. Certain additional terms may be defined elsewhere in this Agreement. Any capitalized terms not specifically mentioned in this Article I of the Agreement shall have the meaning as defined in the CDBG and CDBG-CV Regulations, the State Act and the Federal Act, as applicable.

- (a) **"Act"** means the State Act and the CDBG and CDBG-CV Regulations.
- (b) **"Agreement"** means this Land Use Restriction Agreement, as it may from time to time be amended.
- (c) **"Department Compliance Monitoring Procedures"** means procedures and requirements adopted or imposed by the Department for the purpose of monitoring the Property for compliance with this Agreement, CDBG and CDBG-CV Regulations, Federal Act and State Act.
- (d) **"CDBG-CV Program"** means the federally funded program which provides funds to states, insular areas, and local governments to prevent, prepare for, and respond to the spread of COVID-19 and established pursuant to the Coronavirus Aid, Relief, and Economic Security Act, State Act and the CDBG Regulations.
- (e) **"CDBG and CDBG-CV Regulations"** means the regulations applicable to the CDBG Program as set forth in the following: the Coronavirus Aid, Relief, and Economic

Security Act (Public Law 116-136) ("CARES ACT"); Chapter 2105 of the Texas Government Code; Administration of Block Grants, Housing and Community Development Act of 1974, as amended and codified at 42 U.S.C. § 5301; the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) Subpart I; and the CDBG-CV notice found at FR-6218-N-01 ("Notice") and FAQs: Program Rules, Waivers, and Alternative Requirements under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs; 24 CFR Parts 58 and 75; 2 CFR Part 200, Texas Grant Management Standards (TxGMS), Texas Department of Housing and Community Affairs 2019 Annual Action Plan, as amended, and Chapters 1 and 2 of Title 10, Part 1 of the Texas Administrative Code.

- (f) **"Public Facilities and Improvements"** means all facilities and improvements that are publicly owned, or that are owned by a subrecipient open to the general public as defined by the Housing and Community Development Act of 1974 Section 101(c), Section 104(b), Section 105(e)(2), Section 105(c), and implementing regulations 24 CFR §570.201(c), §570.207, and §570.208.
- (g) **"Owner"** means Webb County, Texas, a political subdivision of the State of Texas, as set forth at the beginning of this Agreement, or any eligible successor in title to the Property.
- (h) **"Project"** means the CDBG-CV Public Facilities and Improvements Project located on the Land, including Owner's activities concerning the acquisition, ownership, construction, rehabilitation and operation of the Land.
- (i) **"State Act"** means Chapters 2105 and 2306 of the Texas Government Code, as amended from time to time.
- (j) **"Term"** means the period commencing on the date the project is complete for period that is the later of:
  - (1) five (5) years after the close-out of the Contract or
  - (2) Five years after project completion.

**Section 1.2. Generic Terms.** Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined in this Article I and/or the terms otherwise used in this Agreement their proper meanings.

## **ARTICLE II**

### **Use and Occupancy of the Property**

**Section 2.1. Use of the Property.** During the Term, Owner shall maintain the public facility located on the Land in accordance with the Project Description as maintaining a

National Objective and Eligible Activity and serving the beneficiaries identified in the Contract.

**Project Description:** “Webb County will build a new 10,585 square foot health center and parking lot located at 1301 Paseo de los Santos in the city of Laredo approximately one mile north of the City of Rio Bravo. The center shall include exam rooms, lab areas and a conference room. This health center will respond to the COVID-19 pandemic by providing testing and vaccinations. The health center will also create a more sustainably healthy community by providing general health care services to an underserved area. The center will be operated by the Webb County Health Department who will provide medical and health services to area residents.”

**Section 2.2. Project Beneficiaries.** During the Term, the Owner shall provide services for the following beneficiaries: low- to moderate-income persons.

**Section 2.3 Nondiscrimination.** Owner shall accept qualified eligible participants without regard as to race, color, family composition, national origin, disability, age or sex.

### **ARTICLE III** **Administration**

**Section 3.1. Yearly Report by Owner.** During the term of this Agreement, Owner, at least yearly or as the Department may otherwise approve, submit to the Department in a form prescribed by the Department, a yearly report of continuing compliance with all occupancy standards, terms and provisions of this Agreement. The yearly report will also include statistical data relating to race, ethnicity, income and fair housing opportunities. Owner shall report for five (5) years after the Contract is closed.

**Section 3.2. Maintenance of Documents.** All documents, applications, owner reports, advertising records, and programs relating to the activities of the Property shall at all times be kept maintained, as required by the Department, in a reasonable condition for proper audit and subject to examination and photocopying during business hours by representatives of the Department.

**Section 3.3. Compliance Review.** During the Term of this Agreement, Owner agrees to permit Department, or its designated representative, access to the Property, including all parts thereof, for the purpose of performing Department Compliance Monitoring Procedures. The Department periodically will monitor Owner's compliance with the requirements of this Agreement in accordance with Department Compliance Monitoring Procedures. In conducting its compliance review, the Department will rely primarily on information obtained from Owner's records and reports, findings from on-site monitoring, and audit reports. The Department may also consider relevant information gained from other sources, including litigation and citizen complaints.

**Section 3.4. Release.** Upon expiration of the Term stated herein and full and total satisfaction of the Contract and this Agreement, the Owner may submit a written request to the Department to release and terminate the Agreement, the Department may execute such documents as may be required to evidence release of the Property from the covenants and restrictions as stated in this Agreement. Recording and recording costs are the Owner's responsibilities.

**ARTICLE IV**  
**Representations and Warranties of Owner**

**Section 4.1. Representations and Warranties.** Owner represents and warrants to the Department that:

(a) **Valid Execution.** Owner has validly executed this Agreement and the same constitutes the binding obligation of Owner. Owner has full power, authority and capacity (i) to enter into this Agreement, (ii) to carry out Owner's obligations as described in this Agreement and (iii) to assume responsibility for compliance with all applicable State and Federal rules and regulations including, without limitation, the CDBG and CDBG-CV Regulations.

(b) **No Conflict or Contractual Violation.** To the best of Owner's knowledge, the making of this Agreement and Owner's obligations hereunder:

- (i) will not violate any contractual covenants or restrictions (A) between Owner or any third party or (B) affecting the Property;
- (ii) will not conflict with any of the instruments that create or establish Owner's authority;
- (iii) will not conflict with any applicable public or private restrictions;
- (iv) do not require any consent or approval of any public or private authority which has not already been obtained; and
- (v) are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against (A) Owner, without regard to capacity, (B) any person with whom Owner may be jointly or severally liable, or (C) the Property or any part thereof.

(c) **No Litigation.** No litigation or proceedings are pending or, to the best of Owner's knowledge, threatened against Owner which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.

- (d) Conflicting Agreements. Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof. In any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- (e) Consideration. Owner has freely and without reservation placed itself under the obligations of this Agreement and acknowledges that the receipt of assistance from the Department is an essential part of the consideration for this Agreement.

**Section 4.2. INDEMNIFICATION. ONLY TO THE EXTENT THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE ALLOWS, OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT FROM AND AGAINST ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) INCURRED BY THE DEPARTMENT AS A RESULT OF ANY MATERIAL INACCURACY OR BREACH IN ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 HEREOF.**

**ARTICLE V**  
**Enforcement and Remedies**

**Section 5.1. Remedies of the Department.**

- (a) If Owner defaults in the performance of any of its obligations under this Agreement or breaches any covenant, agreement or restriction set forth herein, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the Department (or for an extended period approved by the Department if the default or breach stated in such notice can be corrected, but not within such 30-day period, unless Owner does not commence such correction or commences such correction within such 30-day period but thereafter does not diligently pursue the same to completion within such extended period), the Department in its sole discretion may (i) apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement, or (ii) take any and all other action at law, in equity or otherwise for such other relief as may be appropriate, it being acknowledged that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default. The Department shall be entitled to its reasonable attorneys' fees in any such judicial action in which the Department shall prevail. The Department shall also be compensated for fees associated with additional compliance monitoring during corrective periods of non-compliance upon default by Owner hereunder.

- (b) Each right, power and remedy of the Department provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Department of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Department of any or all such other rights, powers or remedies.

**ARTICLE VI**  
**Miscellaneous**

**Section 6.1. Amendments.** This Agreement may not be amended or modified except by written instrument signed by Owner and the Department which instrument shall not be effective until it is recorded in the Real Property Records of the county in which the Property is located. This Agreement may be amended in accordance and subject to the requirements under 10 TAC §7.4(e), as amended from time to time.

**Section 6.2. Notices.** All notices required or permitted to be given under this Agreement must be in writing. Notice will be deemed effective three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, and properly addressed to the party to be notified. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

Department: 221 E. 11<sup>th</sup> Street, Austin, Texas 78701 or  
P.O. Box 13941, Austin, Texas 78711-3941  
Attention: Rudy Bentancourt, Director of CDBG CARES  
Telephone: (512) 475-4063  
rudy.bentancourt@tdhca.state.tx.us

with copy to: Texas Department of Housing and Community Affairs  
221 E. 11<sup>th</sup> Street, Austin, Texas 78701 or  
P.O. Box 13941, Austin, Texas 78711-3941  
Attention: Director of Subrecipient Monitoring

Owner:  
Webb County, Texas  
1000 Houston Street  
Laredo, TX 78040  
Attention: Tano Tijerina, County Judge  
Telephone: 956-523-4000 Email: judge\_tano@webbcountytexas.gov

Any Party may change its address for notice purposes by giving notice to the other Parties in accordance with this Section 6.2.

**Section 6.3. Entire Agreement.** This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof. There are no representations, oral or otherwise, other than those expressly set forth herein. Time is of the essence of this Agreement.

**Section 6.4. Cooperation.** Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Department which arise out of any of the matters relating to this Agreement, Owner shall cooperate fully by giving Department all pertinent information and reasonable assistance in the defense or other disposition thereof.

**Section 6.5. Choice of Law.** In the event the enforceability or validity of any provision of this Agreement is challenged or questioned, such provision shall be governed by, and shall be construed in accordance with, the laws of the State of Texas or the federal laws, whichever may be applicable.

**Section 6.6. Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**Section 6.7. Binding Effect; Covenants Running with the Land.** During the Term, this Agreement and the covenants, reservations and restrictions contained herein shall be deemed covenants running with the land for the benefit of the Department and its successors, and shall pass to and be binding on the Owner, assigns and successors in title to the Property, or if the Property shall not include title to land, but shall include a leasehold interest in land, this Agreement and the covenants, restrictions and reservations shall bind the leasehold interest as well as the Property, assigns and successors to such interests; provided, however, that upon expiration of the Term in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property. Owner, at its cost and expense, shall cause this Agreement to be duly recorded or filed and re-recorded or refiled in such places, and shall pay or cause to be



paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law, in the opinion of qualified counsel, in order to establish, preserve and protect the ability of the Department to enforce this Agreement.

**Section 6.8. Counterparts.** This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

**Section 6.9. Section Titles.** Section titles and the table of contents are for descriptive purposes only and shall not control or limit the meaning of this Agreement as set forth in the text.

**Section 6.10. Change in Neighborhood.** A substantial or radical change in the character of the neighborhood surrounding the Property will not extinguish the restrictive covenants of this Agreement. The restrictive covenants shall survive any and all changed circumstances, including but not limited to the following: housing pattern changes; zoning amendments; the issuance of variances affecting the immediate or surrounding area; increased traffic or road conditions; enhancement of the value of the Land or Property; growing industrial activity; encroachment of business areas; development of natural resources; financial downturn of the Owner; or commercialization of the neighborhood in question.

EXECUTED to be effective on the date first written above.

**OWNER:**

**WEBB COUNTY, TEXAS**, a political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: Tano Tijerina  
Title: County Judge

**THE STATE OF TEXAS**        §  
   §  
**COUNTY OF WEBB**        §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Tano Tijerina, Judge of **WEBB COUNTY, TEXAS**, a political subdivision of the State of Texas, on behalf of said political subdivision.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

**DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS**, a public and official agency  
of the State of Texas

By: \_\_\_\_\_  
Name: Brooke Boston  
Title: Duly authorized officer or representative

**THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §**

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Brooke Boston, Deputy Executive Director of Programs, duly authorized officer or representative of the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas, on behalf of such agency.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2024

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED BY:**  
Texas Department of Housing  
and Community Affairs  
Legal Services  
221 E. 11<sup>th</sup> Street  
Austin, Texas 78701

**AFTER RECORDING RETURN TO:**  
Texas Department of Housing  
and Community Affairs  
P.O. Box 13941  
CDBG CARES  
Austin, Texas 78711-3941

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
Coronavirus Aid, Relief, and Economic Security Act  
Community Resiliency Program**

**EXHIBIT "A"**

**LAND**

**Situated in Webb County, Texas and being the surface only of Lot Number ONE (1), in Block Number ONE (1), SAN RAFAEL SUBDIVISION, PHASE 2, a subdivision in the City of Laredo, as per Plat recorded in Volume 42, Page 13, Webb County Plat Records.**