

STATE OF TEXAS

8

INTERLOCAL AGREEMENT

COUNTY OF LAREDO §

THIS AGREEMENT entered into on the last listed approved date below between COUNTY OF WEBB, TEXAS ("County") and the CITY OF LAREDO, TEXAS ("City") by and through their duly authorized officials, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the County acquired approximately 73.4078 acres, more or less, of land ("Property"), from the City as authorized by Ordinance No. 89-0-96, of May 22, 1989, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the County has been utilizing the Property for park purposes and recreation for the pleasure of the general public by leasing the Property to the State of Texas Parks and Wildlife department for use of Property as the "Casa Blanca State Park"; and

WHEREAS, the County has designated about 7.5 acres of land, more or less, of the Property, hereinafter referred to as the "Site", for the construction of a permanent central fire and emergency medical services and air e-vac station to provide fire protection and emergency medical services to the county residents, to include users and customers of the Casa Blanca State Park; and

WHEREAS, the property being designated for the proposed construction of a permanent central fire and emergency medical services and air e-vac station will only be utilized for this purpose, now and in the future;

WHEREAS, this Agreement for Interlocal cooperation between the Parties is to demonstrate that the county will continue providing parks and recreation services at the Casa Blanca State Park while at the same time promoting and protecting the public health and general welfare of the citizens of the county, city and all jurisdictions concerned; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the County and the City mutually agree as follows:

I. SERVICES TO BE PROVIDED

The parties agrees that the County will continue to utilize the Property for the following purpose:

A. The property will continue to be used for park and recreation purposes for enjoyment to the general public.

- **B.** The proposed central fire and emergency medical services and air e-vac station will provide services to protect the public health and general welfare of the citizens of the county, city and all jurisdictions concerned.
- C. The Site is being designated for the construction of a permanent central fire and emergency medical services and air e-vac station and will only be utilized for this purpose, now and in the future. The Site shall be platted and constructed pursuant to the City of Laredo Building and Fire Codes.

II. TERM

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and will remain in full force and effect unless superseded by a supplemental agreement duly approved by the governing body of the City of Laredo and of Webb County.

III. INDEMNIFICATION

To the extent permitted by the laws and Constitution of the State of Texas and with the mutual understanding that the County is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from the current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding the County's liability beyond the statutory limits of the Texas Tort Claims or under existing law, and without waiving the County's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, Webb County shall defend, indemnify and hold harmless the City of Laredo and all its officers, agents, employees and assigns from all suits, actions or other claims of any character brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property of whatever kind or nature sustained by any person, person or property on account of any intentional or negligent act committed by Webb County, its agents or employees arising out of the performance of the services to be rendered under this contract and Webb County shall name the City of Laredo as an additional insured on its general liability insurance.

IV. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

- Danny Valdez, Webb County Judge / 1000 Houston St. / Laredo, TX 78040
- Carlos Villarreal, City Manager of Laredo/ 1110 Houston St./ Laredo, TX 78040
- Marco Montemayor, Webb County Attorney / 1110 Washington St./ Laredo, TX 78040
- Raul Casso, City of Laredo, Attorney / 1110 Houston St. / Laredo, TX 78040

V. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Webb County, Texas.

VI. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

VIII. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding on the parties, as well as the successors and assigns of the parties hereto.

IX. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

X. AGENCY / INDEPENDENT CONTRACTOR

City and County agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. City and County are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between City and County. City and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

XI. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XII. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City and County, as the case may be. It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates

written below. WEBB COUNTY: CITY OF KAREDO: Danny Valdez, Webb County Judge Carlos Villarreal, City Manager As authorized by Laredo City Council in an As authorized by Commissioner's Court in open public meeting on an open public meeting on 05-27-2014 ATTEST: ATTEST: Gustavo Guevara, Jr. Margie Ibarra County Clerk City Secretary APPROVED AS TO BOR APPROVED AS TO FORM

> Marco Montemayor Webb County Attorney

Raul Casso

City Attorney

I, Hanni Finns, Cr., Hy Clark, Webh County, Texas: do heroby certify that this is a true and correct cony as the same oppulare of record in my office. Wonesc my hand and Seri of Office on.

WARRANTY DEED

JUN 4 - 1998

DATE:

June 26, 1995

GRANTOR: THE CITY OF LAREDO, a home rule city chartered pursuant to the Constitution and laws of the State of Texas, by authority of Ordinance No. 89-0-96, of May 22, 1989, a copy of which is attached hereto as Exhibit A.

GRANTOR'S MAILING ADDRESS: 1110 Houston

Laredo, Webb County, Texas 78040

GRANTEE:

WEBB COUNTY, a political subdivision of the State of

Texas.

GRANTEE'S MAILING ADDRESS: 1110 Victoria

Laredo, Webb County, Texas 78040

CONSIDERATION: Cash and other valuable consideration including

agreement of June 2, 1989, between Grantor and

Grantee.

PROPERTY:

PARCEL 1:

The SURFACE ONLY of a tract of land containing 70.53 acres, more or less, out of Porcion 27, and Survey 1284, Webb County, Texas, said tract being the same 70.53 acres, described in special warranty deed dated, July 19, 1955, and recorded in Volume 243, pp. 473-477 of the Webb County Deed Records, said tract is more particularly described by metes and bounds as follows:

BEGINNING at the most easterly southeast corner of Laredo International Airport as per Indenture dated, February 21, 1975 and identified as Property "A", recorded in Volume 478, pages 479-481 of the Webb Records, for the northeast corner and POINT-OF-BEGINNING of this 70.53 acre tract;

THENCE, South, a distance of 798.62 feet to a point on the north line of Porcion 27, also being the south line of Survey 1284, and at 1,798.62, feet the southeast corner of this tract;

THENCE, N 89° 03' 00" W, a distance of 1,358.34 feet to a point of deflection of this tract;

THENCE, N 64° 38' 00" W, a distance of 1,360.76 feet to a point on the southerly line of Laredo International Airport, for a most westerly corner of this tract;

THENCE, N 56° 46' 00" E, along a southerly line of said airport, a distance of 155.19 feet to a point of deflection;

THENCE, N 67° 07' E, along as southerly line of said airport a distance of 276.511 feet to a point of deflection;

THENCE, N 56° 47' 00" E, along a southerly line of said airport, a distance of 1,836.76 feet to a point for the northwest corner of this tract;

THENCE, S 89° 31' 00" E, along a south line of said airport a distance 666.54 feet to the POINT-OF-BEGINNING of this tract containing 70.53 acres of land in Webb County, Texas.

SAVE AND EXCEPT AND THERE IS HEREBY EXCLUDED FROM SAID PARCEL THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2

Being 1.8037 acres of land, more or less, out of and a part of the City of Laredo, Texas 70.53 acre tract (V.243, P. 477-82), out of the Casa Blanca Country Club, out of Survey 1714, Abstract 517 and out of Porcion 27, Abstract 284, Original Grantee, Dora Maria Gertrudes Sanchez; said 1.8037 acres of land, more or less, being more particularly described by metes and bounds as follows;

BEGINNING at an iron rod found in the existing fence line, said line being the South Line of the said 70.53 acre tract, same being the North Line of the County of Webb Tract, which point bears South 50° 38' 03" West, a distance of 2373.59 feet from the Southeast corner of the International Airport Tract (V. 478, P. 479-81), for the Southeast corner of this parcel having surface coordinates of X = 1691558.59 and Y = 681897.25, said corner being on the East Right of Way line of Inner Loop 20 and being on a curve and an arc having a 1909.86 foot radius curve to the Left;

- (1) THENCE, North 61° 39' 48" West, a distance of 155.55 feet to an iron pin found for the Southwest corner hereof, same point being curve and an arc of a 2029.86 foot radius curve to the Right having a central angle of 16° 11' 43" and a tangent of 288.81 feet, said point bears South 80° 14' 16" West from the radius center point;
- (2) THENCE, Northerly, along the arc of said 2029.86 foot radius curve to the Right, and arc distance of 573.76 feet to an iron rod set for the Northwest corner hereof;
- (3) THENCE, North 56° 47' 00" East, along an existing fence line, a distance of 157.92 feet to an iron rod set for the Northeast corner hereof;
- (4) THENCE, South 07° 32' 27" West, a distance of 63.86 feet to an iron rod found for the point of curvature and an arc of a 1909.86 foot radius curve to the Left having a central angle of 20° 11' 01" and a tangent of 339.91 feet, said point bears North 87° 27' 33" West from the radius center point;
- (5) THENCE, Southerly along the arc of said 1909.86 foot radius curve to the Left, and arc distance 672.78 feet to the POINT OF BEGINNING, and containing 1.8037 acres of land, more or less.

Note: Basis of bearings taken from the Inner Loop 20 R-O-W Acquisition Plans.

SAVE AND EXCEPT AND THERE IS HEREBY EXCLUDED FROM SAID PARCEL THE FOLLOWING DESCRIBED PARCEL OF LAND:

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JUN 4 - 1998

PARCEL 3

Being 0.3507 acres of land, more or less, out of the City of Laredo, Texas 70.53 acre tract, as per Vol. 243, Page 477-82, Deed Records of Webb County, Texas, out of the Casa Blanca Country Club, out of Porcion 27, Abstract 284, Original Grantee, Dora Maria Gertrudes Sanchez; said 0.3507 acres of land, more or less, being more particularly described by metes and bounds as

BEGINNING at an iron rod found along the North Line of the said 70.53 acre tract, said point intersects the West ROW Line of Inner Loop 20, said point bears South 66° 36' 42" West, a distance of 2166.59 feet from the Southeast corner of the International Airport Tract, Vol. 478, Pages 479-81, same point also being on a curve and an arc of a 2029.86 foot radius curve to the Left, having a central angle of 00° 57' 53" and a tangent of 17.09 feet, for the most Northerly corner of this 30' wide Right of Way Tract;

- THENCE, Southerly along the arc of said 2029.86 foot radius curve to the Left, same line being the West R-O-W Line of Inner Loop 20, an arc distance of 34.18 feet to an iron rod set for an exterior corner hereof;
- (2) THENCE, South 56° 47' 00" West, a distance of 237.31 feet to an iron rod set for a deflection Right;
- THENCE, South 67° 07' 00" West, a distance of 276.51 feet to an iron rod set for a deflection
- (4) THENCE, South 56° 46' 00" West, a distance of 44.83 feet to an iron rod set along the South Line of the mentioned 70.53 acre tract, same line being the North Line of a County of Webb, 1161.66 acre tract (V. 209, P. 487-489, Webb County Deed Records), for the most Southerly corner hereof;
- (5) THENCE, North 61° 39' 48" West, along the North Line of the mentioned 1161.66 acre tract, a distance of 30.13 feet to an iron rod set along a fence, the Northwest corner of said 70.53 acre tract, for the most Westerly corner hereof;
- (6) THENCE, North 56° 46' 00" East, along the North Line of said 70.53 acre tract, a distance of 61.57 feet to an iron rod set adjacent to a fence corner, a deflection Right;
- (7) THENCE, North 67° 07' 00" East, continuing along the North Line of said 70.53 acre tract, a distance of 276.51 feet to an iron rod set for a deflection
- (8) THENCE, North 56° 47' 00" East, continuing along the North Line of said 70.53 acre tract, a distance of 256.50 feet to the POINT OF BEGINNING, and containing 0.3507 acres of land, more or less.

Note: Basis of bearings were taken from the Proposed Inner Loop 20 Right of Way Plans. Bearing are based on the Lambert Projection Grid bearings, Texas Coordinate System South Zone.

> I. Henry Flores, Cr., sty Clark, Webb County, TaxisS, do hereby contify that this is a true and correct copy as the same appears of record in my office.
> Whose my light and Social Office on

SAVE AND EXCEPT AND THERE ARE HEREBY EXCLUDED FROM SAID PARCELS THE FOLLOWING DESCRIBED EASEMENTS:

PARCEL 4

Being 0.4236 acres of land, more or less, out of the City of Laredo, Texas 70.53 acre tract, as per Vol. 243, Page 477-82, Deed Records of Webb County, Texas, out of the Casa Blanca Country Club, out of Porcion 27, Abstract 284, Original Grantee, Dora Maria Gertrudes Sanchez; said 0.4236 acres of land, more or less, being more particularly described by metes and bounds as follows;

BEGINNING at an iron rod set along the North Line of the County of Webb, Texas 1161.66 acre tract (V. 209, P. 487-489, Webb County Deed Records), same being the South Line of said 70.53 acre tract, said point bears South 37° 57' 15" West, a distance of 2184.58 feet from the Southeast corner of the International Airport Tract, Vol. 478, Pages 479-81, for the most Southerly Southwest corner of this 30' wide easement tract;

- (1) THENCE, North 08° 35' 44" West, a distance of 13.44 feet to an iron rod set for a deflection Left;
- (2) THENCE, North 61° 37' 19" West, a distance of 572.21 feet to an iron rod set for a point on a curve and an arc of a 1909.86 foot radius curve to the Right having a central angle of 01° 08' 52" and a tangent of 19.13 feet;
- (3) THENCE, Northerly along the arc of said 1909.86 foot radius curve to the Right, same line being the East R-O-W Line of Inner Loop 20, an arc distance of 38.26 feet to an iron rod set for the most Northerly corner hereof;
- (4) THENCE, South 61° 37' 19" East, a distance of 610.92 feet to an iron rod set for a deflection Right;
- (5) THENCE, South 08° 35' 44" East, a distance of 33.45 feet to a set iron rod, said rod being a point on the South Line of said 70.53 acre tract, for the most Easterly corner hereof;
- (6) THENCE, North 89° 03' 00" West, along the South Line of said 70.53 acre tract, a distance of 30.42 feet to the POINT OF BEGINNING, and containing 0.4236 acres of land, more or less.

Note: Basis of bearings were taken from the Proposed Inner Loop 20 Right of Way Plans. Bearing are based on the Lambert Projection Grid bearings, Texas Coordinate System South Zone.

SAVE AND EXCEPT AND THERE ARE HEREBY EXCLUDED FROM SAID PARCELS THE FOLLOWING DESCRIBED EASEMENTS:

PARCEL 5

Being 0.2998 acres of land, more or less, out of the City of Laredo, Texas 70.53 acre tract, as per Vol. 243, Page 477-82, Deed Records of Webb County, Texas, out of the Casa Blanca Country Club, out of Porcion 27, Abstract 284, Original Grantee, Dora Maria Gertrudes Sanchez; said 0.2998 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set along the West R-O-W Line of Inner Loop 20, said point bears South 55° 26' 30" West, a distance of 2406.96 feet from the Southeast corner of the International Airport Tract, Vol. 478, Pages 479-81, said rod being a point on a curve and an arc of a 2029.86 foot radius curve to the Left for the most Southerly corner of this 30' wide easement tract;

- (1) THENCE, North 61° 37' 19" West, a distance of 191.94 feet to an iron rod set for a deflection Right;
- (2) THENCE, North 04° 52' 31" West, along the West Line of this 0.2998 acre tract, a distance of 262.30 feet for the Northwest corner hereof;
- (3) THENCE, North 56° 47' 00" East, along the North Line of said 70.53 acre tract, a distance of 34.09 feet to an iron rod set for the most Northerly corner hereof;
- (4) THENCE, South 04° 52' 31" East, a distance of 262.28 feet to an iron rod set for a deflection Left:
- (5) THENCE, South 61° 37' 19" East, a distance of 154.17 feet to an iron rod set for a point on a curve and an arc of a 2029.86 foot radius curve to the Left having a central angle of 01° 02' 35" and a tangent of 18.48 feet;
- (6) THENCE, Southerly along the arc of said 2029.86 foot radius curve to the Left, same line being the West R-O-W Line of Inner Loop 20, an arc distance of 36.95 feet to the POINT OF BEGINNING, and containing 0.2998 acres of land, more or less.

Note: Basis of bearings were taken from the Proposed Inner Loop 20 Right of Way Plans. Bearing are based on the Lambert Projection Grid bearings, Texas Coordinate System South Zone.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

 There is excluded from this conveyance, all of the oil, gas and other minerals in and under and that may be produced from the said property.

SAVE AND EXCEPT AND THERE ARE HEREBY EXCLUDED FROM SAID CONVEYANCE PARCELS 2, 3, 4, AND 5 BEING MORE PARTICULARLY DESCRIBED HEREIN:

- 2. This conveyance is made to the Grantee under the stipulation and condition that the property is used by Grantee, its successors and assigns for park purposes only as herein defined, and for so long as the property is used for park purposes, and if the property shall ever cease to be used for park purposes, Grantor, its successors or assigns shall have the right to reenter and retake the premises and enjoy the same in its former estate. "Park Purposes" shall man a pleasure ground set aside for the recreation of the public, and shall include concession use for a recreation vehicle park, for food concessions, for park rental facilities and/or similar park uses or concessions.
- 3. Grantor reserves the continuing right and privilege to have or obtain such easement or easements over said tract for the installation of utilities, effluent lines, drainage, and/or access roads, as any such may become necessary from time to time, as determined by agreement of Grantor and Grantee, for

serving International Airport, of the industrial park, or any other property or purpose which Grantor may determine requires such easement or easements through and across said tract, or any part thereof; provided, however, that Grantor shall also agree to compensate Grantee for any damages done to, or sustained by, the facilities of Grantee located on said tract, by any such installation of utilities, effluent lines, drainage and/or access roads and shall agree to restore the tract, or that part of it worked upon, to the same condition as existed prior to the installation of any such utilities, effluent lines, drainage lines or access road to City.

- 4. Grantor, City of Laredo, reserves unto itself, its successors and assigns, for the use and benefit of the public, its right of flight for the passage of aircraft in the airspace above the surface of the property herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Laredo International Airport.
- 5. Grantor, City of Laredo, reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the land herein conveyed to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at Laredo International Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of Federal Aviation Regulations.
- 6. By his acceptance of this conveyance Grantee expressly covenants and agrees for himself, his successors and assigns, to prevent any use of the real property herein conveyed which would interfere with landing or taking off of aircraft at the Laredo International Airport, or which would otherwise constitute an airport hazard.

Grantors, for the consideration and subject to the reservations from the exceptions to conveyance and warranty, grant, sell, and convey the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, to Have and to Hold to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantors binds Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from the exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

CITY OF LAREDO, a municipal corporation

PETER H. VARGAS CITY MANAGER

Henry Clyrex Or - By Clerk, Webb County, Tiesas, do heroby certily that this is a true and correct edgy as the same appairs of record in my office.

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JUN 4 - 1998

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STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on the 26 day of 1995, by Peter H. Vargas, City Manager for the City of Varedo, a municipal corporation.

S. J. De Los Reyes Hetery Public My Comm. Exp. 4-22-97

Notary Public in and for State of Texas My commission expires:

AFTER RECORDING PLEASE RETURN TO:

f. Henry Strine. Fire By Clerk, Wisibh County, Yexas, do harrily centry that the is a true and correct convince on a sub-instance of record in my office.

MEDIAN my fight that the Dank of Other ans

JUN 4 - 1998