

**COUNTY OF WEBB**

**NEIGHBORHOOD EMPOWERMENT ZONE (NEZ),  
NUMBER ONE, TAX ABATEMENT AND  
INCENTIVE AGREEMENT**

This Agreement is made and entered into by and between Francisco B. Rodriguez III duly authorized to transact business in Texas, and the County of Webb, a political subdivision of the State of Texas, (the "County"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

**WHEREAS**, the County of Webb pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, Francisco B. Rodriguez III is the owner of the land located within said Neighborhood Empowerment Zone, NUMBER ONE and described as 902 Laredo St., ("Property") which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the County desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the County and Francisco B. Rodriguez III have this day entered into the following contract and agreement:

**I.  
TERM**

This agreement shall be for a period of five 5 years beginning January 1, 2015 and ending December 31, 2019

**II. FRANCISCO B. RODRIGUEZ III COVENANTS**

**A. Project**

Francisco B. Rodriguez III shall cause to be constructed a new project located at 902 Laredo St., Lot8A, Block 555, Eastern Division that consists of a new 4 residential living units Multi-Family with an estimated value of at least \$245,000. Francisco B. Rodriguez III agrees to limit the use of the property described herein for said, Multi-Family development use as that term is defined in the Zoning Ordinance of the City of Laredo.

## **B. Completion Date**

Francisco B. Rodriguez III certifies that the project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Francisco B. Rodriguez III reasonable control as determined by the County of Webb in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

## **C. Use of Property**

Francisco B. Rodriguez III covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a Multi-Family Development.

## **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the County hereby grants to Francisco B. Rodriguez III a real property tax abatement of County of Webb imposed taxes on the Property for a period of five (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$5,080.08.

## **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the County hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$N/A.

## **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

### **A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Francisco B. Rodriguez III the County shall have and Francisco B. Rodriguez III shall provide access to the Property in order for the County to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Francisco B. Rodriguez III shall cooperate fully with the County during any such inspection and/or evaluation.

## **B. Certification**

Francisco B. Rodriguez III shall certify annually to the County that it is in compliance with each applicable term of this Agreement. The County shall have the right to audit the Property. Francisco B. Rodriguez III shall make all applicable records available to the County following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

## **VI. DEFAULT AND RECAPTURE**

Francisco B. Rodriguez III shall be in default of this Agreement if Francisco B. Rodriguez III for any reason fails to substantially comply with the development of the property, discontinues the as required by the terms of this Agreement, or if any representation made by Francisco B. Rodriguez III is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the County to Francisco B. Rodriguez III. If the County terminates this Agreement as a result of default by Francisco B. Rodriguez III, the tax abatement shall be immediately abolished and the County shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Francisco B. Rodriguez III, and Francisco B. Rodriguez III hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if Francisco B. Rodriguez III fails to timely pay the bill. Nothing in this Agreement shall preclude Francisco B. Rodriguez III from disputing the bill.

## **VII. TERMINATION AT WILL**

If the County and Francisco B. Rodriguez III mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the County and may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

## **VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the County of Webb. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

## **IX. SEVERABILITY**

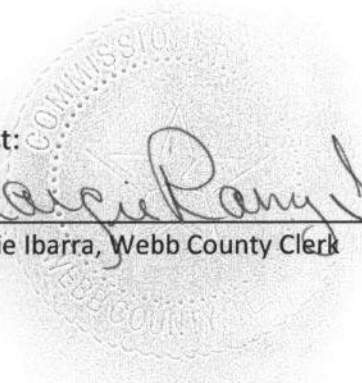

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**X. BINDING EFFECT**

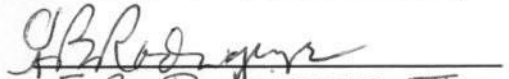
This agreement shall insure to the benefit of and be binding upon the County of Webb and Francisco B. Rodriguez III and their affiliated, subsidiaries, successors and assigns.

Executed this 7 day of January 2015, by County of Webb.

BY:   
Hon. Tano Tijerina, Webb County Judge

Attest:   
  
Margie Ibarra, Webb County Clerk

Executed this 31<sup>st</sup> day of December 2014, by Francisco B. Rodriguez III

BY:   
Name: F. B. Rodriguez III  
Title: GENERAL PARTNER

COUNTY OF WEBB

NEIGHBORHOOD EMPOWERMENT ZONE (NEZ),  
NUMBER ONE, TAX ABATEMENT AND  
INCENTIVE AGREEMENT

This Agreement is made and entered into by and between Laredo Centro Properties LTD duly authorized to transact business in Texas, and the County of Webb, a political subdivision of the State of Texas, (the "County"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

**WHEREAS**, the County of Webb pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, Laredo Centro Properties LTD is the owner of the land located within said Neighborhood Empowerment Zone, NUMBER ONE and described as 901 Iturbide St., ("Property") which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the County desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the County and Laredo Centro Properties LTD have this day entered into the following contract and agreement:

**I. TERM**

This agreement shall be for a period of 10 years becoming effective on January 1 of the year following the year in which a Certificate of Occupancy is issued.

**II. Laredo Centro Properties LTD COVENANTS**

**A. Project**

Laredo Centro Properties LTD shall cause to be constructed a commercial project located at 901 Iturbide St, N6' of 5 & N'6 of the E37.25' of 4 & allof 6-7 Block 25 Western Division that consists of rehabilitation of the existing structure for a proposed restaurant and bar with outdoor patio with an estimated value of at least \$472,262.73. Laredo Centro Properties LTD agrees to limit the use of the property described herein for said, restaurant and bar with outdoor patio use as that term is defined in the Zoning Ordinance of the City of Laredo.

## **B. Completion Date**

**Laredo Centro Properties LTD** certifies that the project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond **Laredo Centro Properties LTD's** reasonable control as determined by the County of Webb in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

## **C. Use of Property**

**Laredo Centro Properties LTD** covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a **restaurant and bar with outdoor patio**.

## **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the County hereby grants to **Laredo Centro Properties LTD** a real property tax abatement of County of Webb imposed taxes on the Property for a period of **10** ten years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$**19,584.74**.

## **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the County hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **N/A**.

## **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

### **A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to **Laredo Centro Properties LTD** the County shall have and **Laredo Centro Properties LTD** shall provide access to the Property in order for the County to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. **Laredo Centro Properties LTD** shall cooperate fully with the County during any such inspection and/or evaluation.



## B. Certification

Laredo Centro Properties LTD shall certify annually to the County that it is in compliance with each applicable term of this Agreement. The County shall have the right to audit the Property. Laredo Centro Properties LTD shall make all applicable records available to the County following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

## VI. DEFAULT AND RECAPTURE

Laredo Centro Properties LTD shall be in default of this Agreement if Laredo Centro Properties LTD for any reason refuses, fails, or neglects to substantially comply with the development of the property, or discontinues the restaurant and bar with outdoor patio operation as required by the terms of this Agreement, or if any representation made by Laredo Centro Properties LTD is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the County to Laredo Centro Properties LTD. If the County terminates this Agreement as a result of default by Laredo Centro Properties LTD, the tax abatement shall be immediately abolished and the County shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Laredo Centro Properties LTD, and Laredo Centro Properties LTD hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if Laredo Centro Properties LTD fails to timely pay the bill. Nothing in this Agreement shall preclude Laredo Centro Properties LTD from disputing the bill.

## VII. TERMINATION AT WILL

If the County and Laredo Centro Properties LTD mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the County and Laredo Centro Properties LTD may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

## VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the County of Webb. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

**IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the County of Webb and Laredo Centro Properties LTD and their affiliated, subsidiaries, successors and assigns.

Executed this 29 day of April 2015, by County of Webb.

BY:   
Hon. Tano E. Tijerina, Webb County Judge

Executed this 29 day of April 2015, by Laredo Centro Properties LTD

BY: Elizabeth R. Sames  
Name: Elizabeth R. Sames  
Title: owner

Attest:

Margie Ramirez Ibarra  
Margie Ibarra, Webb County Clerk





**COUNTY OF WEBB**

**NEIGHBORHOOD EMPOWERMENT ZONE (NEZ),  
NUMBER ONE, TAX ABATEMENT AND  
INCENTIVE AGREEMENT**

This Agreement is made and entered into by and between Rodolfo Camarena duly authorized to transact business in Texas, and the County of Webb, a political subdivision of the State of Texas, (the "County"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

**WHEREAS**, the County of Webb pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, Rodolfo Camarena is the owner of the land located within said Neighborhood Empowerment Zone, NUMBER ONE and described as 2219 Gustavus St., ("Property") which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the County desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the County and Rodolfo Camarena have this day entered into the following contract and agreement:

**I. TERM**

This agreement shall be for a period of 5 years becoming effective on January 1 of the year following the year in which a Certificate of Occupancy is issued.

**II. Rodolfo Camarena COVENANTS**

**A. Project**

Rodolfo Camarena shall cause to be constructed a new project located at 2219 Gustavus St., Lots 5 and 6 Block 1269, Eastern Division that consists of new single family residence with an estimated value of at least \$236,522.13. Rodolfo Camarena agrees to limit the use of the property described herein for said, single family residential unit development use as that term is defined in the Zoning Ordinance of the City of Laredo.

## **B. Completion Date**

Rodolfo Camarena certifies that the project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Rodolfo Camarena's reasonable control as determined by the County of Webb in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

## **C. Use of Property**

Rodolfo Camarena covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a single family residential development.

## **III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the County hereby grants to Rodolfo Camarena a real property tax abatement of County of Webb imposed taxes on the Property for a period of 5 years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$4,904.29.

## **IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the County hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately N/A.

## **V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

### **A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Rodolfo Camarena the County shall have and Rodolfo Camarena shall provide access to the Property in order for the County to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. Rodolfo Camarena shall cooperate fully with the County during any such inspection and/or evaluation.

## **B. Certification**

[Rodolfo Camarena] shall certify annually to the County that it is in compliance with each applicable term of this Agreement. The County shall have the right to audit the Property. [Rodolfo Camarena] shall make all applicable records available to the County following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

## **VI. DEFAULT AND RECAPTURE**

[Rodolfo Camarena] shall be in default of this Agreement if [Rodolfo Camarena] for any reason refuses, fails, or neglects to substantially comply with the development of the property, or discontinues the [single family residential] as required by the terms of this Agreement, or if any representation made by [Rodolfo Camarena] is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the County to [Rodolfo Camarena]. If the County terminates this Agreement as a result of default by [Rodolfo Camarena], the tax abatement shall be immediately abolished and the County shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to [Rodolfo Camarena], and [Rodolfo Camarena] hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if [Rodolfo Camarena] fails to timely pay the bill. Nothing in this Agreement shall preclude [Rodolfo Camarena] from disputing the bill.

## **VII. TERMINATION AT WILL**

If the County and [Rodolfo Camarena] mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the County and [Rodolfo Camarena] may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

## **VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the County of Webb. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

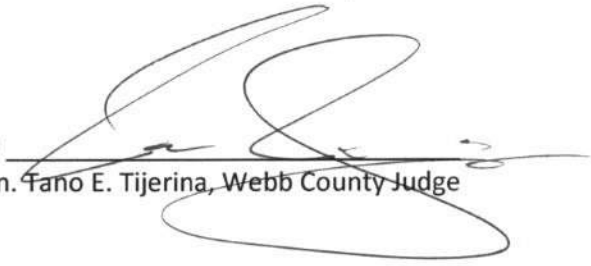
## **IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

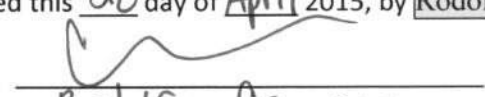
**X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the County of Webb and Rodolfo Camarena and their affiliated, subsidiaries, successors and assigns.

Executed this 29 day of April 2015, by County of Webb.

BY:   
Hon. Fano E. Tijerina, Webb County Judge

Executed this 28 day of April 2015, by Rodolfo Camarena

BY:   
Name: Rodolfo Camarena  
Title: owner

Attest:

  
Margie Barra, Webb County Clerk



**COUNTY OF WEBB**

**NEIGHBORHOOD EMPOWERMENT ZONE (NEZ),  
NUMBER ONE, TAX ABATEMENT AND  
INCENTIVE AGREEMENT**

This Agreement is made and entered into by and between Irma C. Ortega duly authorized to transact business in Texas, and the County of Webb, a political subdivision of the State of Texas, (the "County"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

**RECITALS**

**WHEREAS**, the County of Webb pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

**WHEREAS**, Irma C. Ortega is the owner of the land located within said Neighborhood Empowerment Zone, NUMBER ONE and described as 2215 E. Musser St., ("Property") which exhibit is incorporated herein by reference for all purposes; and

**WHEREAS**, the County desires to promote and encourage the development of the community and the expansion and growth of the Property;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the County and Irma C. Ortega have this day entered into the following contract and agreement:

**I.  
TERM**

This agreement shall be for a period of five 5 years beginning January 1, 2015 and ending December 31, 2019

**II. Irma C. Ortega COVENANTS**

**A. Project**

Irma C. Ortega shall cause to be constructed a new project located at 2215 E Musser St, Lot 4A, Block 1270, Eastern Division that consists of a Single Family Residence with an estimated value of at least \$161,251.27. Irma C. Ortega agrees to limit the use of the property described herein for said, residential development use as that term is defined in the Zoning Ordinance of the City of Laredo.

**B. Completion Date**

Irma C. Ortega certifies that the project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Irma C. Ortega reasonable control as determined by the County of Webb in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

**C. Use of Property**

Irma C. Ortega covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a Residential Development.

**III. TAX ABATEMENT**

Subject to and in accordance with this Agreement, the County hereby grants to Irma C. Ortega a real property tax abatement of County of Webb imposed taxes on the Property for a period of five (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately \$3,343.55.

**IV. WAIVER OF PERMIT FEES**

Subject to and in accordance with this Agreement, the County hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately \$N/A.

**V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS**

**A. Inspection of Property**

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Irma C. Ortega the County shall have and Irma C. Ortega shall provide access to the Property in order for the County to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement Irma C. Ortega shall cooperate fully with the County during any such inspection and/or evaluation.



## **B. Certification**

Irma C. Ortega shall certify annually to the County that it is in compliance with each applicable term of this Agreement. The County shall have the right to audit the Property Irma C. Ortega shall make all applicable records available to the County following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

## **VI. DEFAULT AND RECAPTURE**

Irma C. Ortega shall be in default of this Agreement if Irma C. Ortega for any reason fails to substantially comply with the development of the property, discontinues the residential as required by the terms of this Agreement, or if any representation made by Irma C. Ortega is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the County to Irma C. Ortega. If the County terminates this Agreement as a result of default by Irma C. Ortega, the tax abatement shall be immediately abolished and the County shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Irma C. Ortega, and Irma C. Ortega hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorneys fees will accrue if Irma C. Ortega fails to timely pay the bill. Nothing in this Agreement shall preclude Irma C. Ortega from disputing the bill.

## **VII. TERMINATION AT WILL**

If the County and Irma C. Ortega mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the County and Irma C. Ortega may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

## **VIII. VENUE AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the County of Webb. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

## **IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.


**X. BINDING EFFECT**

This agreement shall insure to the benefit of and be binding upon the County of Webb and Irma C. Ortega and their affiliated, subsidiaries, successors and assigns.

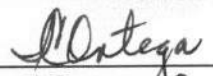
Executed this 7 day of January 2015, by County of Webb.

BY:   
Hon. Tano Tijerina, Webb County Judge

Attest:

  
Margie Ibarra, Webb County Clerk

Executed this 31 day of DECEMBER 2014, by Irma C. Ortega

BY:   
Name: IRMA C. ORTEGA  
Title: OWNER