

Juan Francisco Farias Residence

Juan Francisco Farias Residence Soldier and Laredo alcalde Jose Andres Farias and his wife Guadalupe Sanchez married at San Agustin Church in 1803 and had seven children; the oldest, Juan Francisco Manuel de la Trinidad Farias, was born in January 1807. He followed the family tradition of civic duty, serving as alderman and mayor of Laredo. Juan Francisco was also named secretary to the Republic of the Rio Grande, formed in Laredo in January 1840. Juan Francisco married Maria de los Inocentes Benavides on June 15, 1832. His bride was a widow born in Parras, Coahuila in December 1810. Juan Francisco and Inocentes had eleven children. Family oral tradition states that their home on this site dates from July 1840. The earliest historical reference is an 1864 deed when the property, along with a stone building and water well, was sold by Juan Francisco Farias to his daughter, Encarnacion Farias de Herrera. The builder of the Farias residence is unknown. The modified rectangular plan house is built of locally fabricated brick clad with stucco. Rooms directly access the exterior, facing the street or patio area. The house has two-foot wide walls of brick and stone along with four fireplaces. A projecting cornice features distinctive rectangular, tooled stone projections, with similar craftsmanship seen on the lintels. Truncated Corinthian wooden columns support the south entrance porch. The site historically included stables and a cart house, water well and cistern. During the Civil War many strategic planning meetings were held in the house. Colonel Santos Benavides and select members of the Benavides Regiment along with then-mayor Juan Francisco Farias planned for the defense of Laredo against the Union Army. Five generations of the Farias family lived here continuously until 1974.

Recorded Texas Historic Landmark - 2009

Details for Juan Francisco Farías Residence

Historical Marker — Atlas Number 5507015800

Data

Marker Number	15800
Atlas Number	5507015800
Marker Title	Juan Francisco Farías Residence
Index Entry	Farías, Juan Francisco, Residence
Address	409 San Bernardo Ave.
City	Laredo
County	Webb
UTM Zone	14
UTM Easting	450175
UTM Northing	3042314
Subject Codes	
Year Marker Erected	2009
Designations	Recorded Texas Historic Landmark
Marker Location	
Marker Size	27" x 42"

Marker Text

Juan Francisco Farías Residence Soldier and Laredo alcalde Jose Andres Farías and his wife Guadalupe Sanchez married at San Agustin Church in 1803 and had seven children; the oldest, Juan Francisco Manuel de la Trinidad Farías, was born in January 1807. He followed the family tradition of civic duty, serving as alderman and mayor of Laredo. Juan Francisco was also named secretary to the Republic of the Rio Grande, formed in Laredo in January 1840. Juan Francisco married Maria de los Inocentes Benavides on June 15, 1832. His bride was a widow born in Parras, Coahuila in December 1810. Juan Francisco and Inocentes had eleven children. Family oral tradition states that their home on this site dates from July 1840. The earliest historical reference is an 1864 deed when the property, along with a stone building and water well, was sold by Juan Francisco Farías to his daughter, Encarnacion Farías de Herrera.

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Recorded Texas Historic Landmark - 2009

ATLAS_NUM='5507015800'

Location Map





LAREDO, TEXAS
1755

CITY OF LAREDO

Office of the City Manager

October 27, 2010

Honorable Danny Valdez
Webb County Judge
1000 Houston St.
Laredo, Texas 78040

VIA HAND DELIVERY

Dear Judge Valdez:

It has come to our attention that the County is concerned with the City's performance with regards to the above referenced contract. Specifically, we understand that the County has engaged an architect for the design of the Veteran's Museum, and the Commissioner's Court is concerned about the City's share of payment of invoices.

To reiterate the terms of the contract, a copy of which we attach herewith for your convenience, before the City may expend any monies for the construction of the museum, the County must first convey an appropriate property interest to the City. Recall that the funds that the City will be devoting to this joint project are from Certificates of Obligation (series 2007). The bond covenants governing those certificates of obligation require such a property interest. Paragraph 1.5 of our agreement recognizes this. For your convenience, we attach a proposed deed for your consideration.

Once the County conveys an appropriate property interest to the City as stipulated in the contract, the City is prepared to follow through with its contractual commitment to fund its share of the undertaking. We look forward to working together with you on this most important community project.

Should you have any questions or concerns, or if you wish to discuss this, please do not hesitate to contact me.

Sincerely,

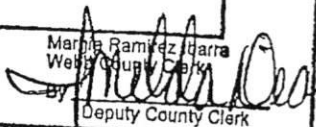

Carlos R. Villarreal
City Manager


Attachments:

1. Copy of Interlocal Agreement
2. Proposed General Warranty Deed

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office,
Witness my hand and seal of office on

JUN 18 2010

Margie Ramirez Ibarra
Webb County Clerk
By 
Deputy County Clerk



STATE OF TEXAS §

COUNTY OF WEBB §

**INTERLOCAL GOVERNMENT
AGREEMENT BETWEEN THE CITY OF
LAREDO AND THE COUNTY OF WEBB
FOR A DEDICATED PUBLIC VETERANS
MUSEUM**

This Interlocal Government Agreement (the "Agreement") is made and entered into pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act by and between the City of Laredo, a municipal corporation (hereinafter referred to as "CITY"), acting herein by its City Manager, Carlos R. Villarreal, as authorized by the City Council of the City of Laredo and WEBB COUNTY, a political subdivision of the State of Texas, acting herein by Danny Valdez, Webb County Judge, as authorized by its Commissioners Court, (hereinafter referred to as "COUNTY").

WHEREAS, CITY and COUNTY are each units of local government, as such term is defined in the Interlocal Cooperation Act, Section 791.003 Texas Government Code and each governmental entity has the authority to provide the services herein described individually, pursuant to Section 791.011 of the Texas Government Code and each is encouraged by such Interlocal Cooperation Act to contract with one another for governmental functions and services; and

WHEREAS, CITY wishes to partner with COUNTY in creating a dedicated public Veterans Museum within Webb County Precinct 1 and City of Laredo Council District 8 for the use and enjoyment by all of the citizens of the City of Laredo and Webb County; and

WHEREAS, CITY and COUNTY seek to set forth their Agreement regarding their obligations and responsibilities as more particularly set forth below:

NOW, THEREFORE, in consideration, CITY and COUNTY agree as follows:

1. CREATION AND DEVELOPMENT OF A VETERANS MUSEUM

1.1. CITY will contribute an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in current CITY funds from Certificates of Obligation Series 2007 for the restoration and remodeling of the museum. The COUNTY, using current COUNTY funds, shall contribute an equal amount. Should costs for restoration or remodeling of the Museum, whether due to change orders, cost overruns, or otherwise, such that the overall costs for the restoration and remodeling of the Museum exceed one-million dollars (\$1,000,000.00), the City's contribution remains at a maximum of \$500,000.00, unless otherwise agreed to by the parties in writing. The CITY shall pay one-half (50%) of the cost of remodeling and restoration within thirty (30) days of receipt of an invoice from COUNTY, including any supporting documentation required by CITY until the contribution ceiling as herein specified is met.

1.2. All of CITY funds shall be used solely for the purpose of restoration and remodeling of the property described as:

TRACT I: Situated in Webb County, Texas, and being Lot Number ONE (1), and the North One-half of Lot Number TEN (N. 1/2 of 10) and the North One-half of the West Eighteen Varas of Lot Number NINE (N. 1/2 of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

And

TRACT 11: Situated in Webb County, Texas, and being the South One half of Lot Number TEN (S. 1/2 of 10) and the South One-half of the West Eighteen Varas of Lot Number NINE (S. 1/2 of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

1.3. It is agreed and acknowledged by both parties hereto that the CITY's contribution, as specified in §1.1, supra, shall be used exclusively for the project.

1.4. The hereinabove property is to be used as military museum (hereinafter referred to as "MUSEUM") with a primary purpose of exhibiting and honoring the contributions of Laredo and Webb County citizens and families in the service of their country and no other purpose. COUNTY shall provide CITY with a monthly accounting of the expenditure of said funds until all such funds have been expended at which time a final accounting shall be made and submitted to CITY.

1.5. COUNTY shall convey to the City an undivided interest in the property which is the subject of this agreement. The undivided interest conveyed shall be equal to the proportion that the City's maximum contribution as specified in §1.1, supra, is in relation to the overall cost of the project including the County's purchase price of the property. The form of conveyance shall be the same as that which the County originally acquired the Museum property. It is understood by the County that the City cannot contribute the funds for restoration and remodeling of the Museum unless and until this conveyance is made.

1.6. Acknowledgement of Contribution. A placard acknowledging the CITY's cooperation and contribution will be attached to the building.

I, Margie Ramirez Ibarra, County Clerk, Webb County, Texas, do hereby certify that the above is a true and correct copy, as the same appears of record in my office.

Witness my hand and seal of office on

JUN 18 2010



Margie Ramirez Ibarra
Webb County Clerk

By: *[Signature]*
Deputy County Clerk

2. INSURANCE

COUNTY shall at all times during the term of this Agreement, maintain general public liability insurance insuring against such claims. The costs for such insurance shall be shared by the City and the County on an equal basis. Such insurance shall name CITY as an additional insured. This insurance shall have an aggregate limit in the minimum amount of \$1,000,000.00. The City shall pay 50% of the insurance cost within 30 days after invoiced by the County.

3. MUSEUM NAMING

3.1. The Museum shall be named the **Juan Francisco Farias Veteran's Museum**.

4. MUSEUM MAINTENANCE

4.1. The City and COUNTY shall share equally all costs for maintenance of the property and operation of MUSEUM exclusive of personnel.

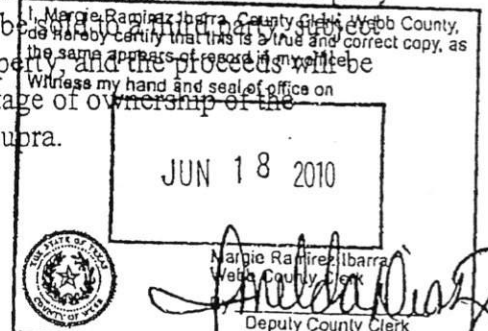
4.2. CITY shall pay one-half of the monthly cost of water, sewer, garbage, electricity and gas, within thirty (30) days of receipt of an invoice from COUNTY which said invoice shall include copies of the monthly utility bills.

5. MUSEUM USE AND TERMINATION OF USE

5.1. It is the understanding and agreement of COUNTY and CITY that all property subject to this agreement shall be dedicated to the public as a MUSEUM. Furthermore, the parties agree that the Museum shall never be used for political events, such as meetings held by or for candidates for any political office whether local, state or federal. When requested by CITY, COUNTY shall advise CITY of the scope of activities and events occurring on the Premises. Further the premises shall not be used for the sole benefit of any person, for profit corporation, for profit business entity or any non-charitable purpose. A Museum gift shop that benefits the continued operation of the Museum shall constitute a Museum function. The City and the County agree that all revenues generated by the Museum Gift Shop shall be dedicated to the Museum's needs.

5.2. It is the understanding and agreement of the parties hereto that the covenants and conditions set forth herein shall continue for so long as any property acquired under this agreement is used as a MUSEUM. In the event the property acquired or any portion of property acquired with CITY funds shall ever cease being a MUSEUM, the property shall be appraised, by an appraiser mutually agreeable to CITY and COUNTY, and either party may purchase the other parties interest in the property.

5.3. In the event the parties cannot agree on who will purchase the interest or if neither party desires to purchase the others interest, the property will be sold pursuant to any statutory requirements for the sale of County property, and the proceeds will be split between CITY and COUNTY based on the percentage of ownership of the premises as will have been arrived at pursuant to §1.5, supra.



6. ADDRESSES FOR NOTICES

6.1. Any notices or plan approval required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

Webb County

City of Laredo

ATTN.: Webb County Judge

ATTN.: City Manager

1000 Houston, Suite 100

1110 Houston

Laredo, TX 78040

Laredo, Texas 78040

7. GENERAL PROVISIONS

7.1. 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.

7.2. 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.

7.3. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

7.4. 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 the Webb County, Texas.

7.5. 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.

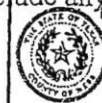
7.6. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, 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.

7.7. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

7.8. 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.

7.9. 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

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears on the original file.
Witness my hand and seal of office on
JUN 8 2010
Margie Ramirez Ibarra
Webb County Clerk
By: [Signature]
Deputy County Clerk



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.

7.10. 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.

7.11. 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.

7.12. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement.

7.13. Immunity. Neither Webb County nor the City of Laredo, waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

7.14. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. This agreement is subject to all applicable present and future valid laws governing COUNTY and CITY. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office,

Witness my hand and seal of office on

JUN 18 2010



Margie Ramirez Ibarra
Webb County Clerk
Deputy County Clerk

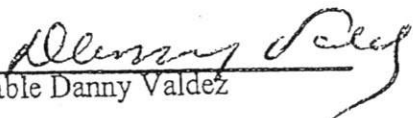
This contract was approved by the Commissioners Court of Webb County on the 3rd day of May, 2010 and by the City Council of the City of Laredo, on the ___ day of ___, 2010.

Signed on this _____ day of _____

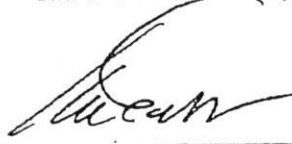
2010.

COUNTY OF WEBB
corporation

CITY OF LAREDO, a Texas municipal



Honorable Danny Valdez



Carlos R. Villarreal

County Judge

City Manager

ATTESTED:

ATTESTED:



Honorable Margarita Ibarra



Gustavo Guevara, Jr.

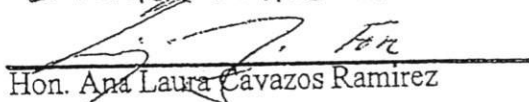
County Clerk

City Secretary


APPROVED AS TO FORM:

APPROVED AS TO FORM:

ENRIQUE PELLEERIN



Hon. Ana Laura Cavazos Ramirez




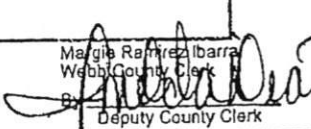
Raul Casso

Webb County Attorney

City Attorney

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office,
Witness my hand and seal of office on

JUN 18 2010

 Margie Ramirez Ibarra
Webb County Clerk
By 
Deputy County Clerk

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

General Warranty Deed

Date: November ____, 2010
Grantor: Webb County, a political subdivision of the State of Texas
Grantor's Mailing Address: 1000 Houston Street
Laredo, Webb County, Texas 78040

Grantee: City of Laredo, a municipal corporation
Grantee's Mailing Address: 1110 Houston Street
Laredo, Webb County, Texas 78040

Consideration: TEN AND NO/100 DOLLARS
(\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

A _____ undivided interest in and to:

TRACT I: Situated in Webb County, Texas, and being Lot Number ONE (1), and the North One-half of Lot Number TEN (N. 1/2 of 10) and the North One-half of the West Eighteen Varas of Lot Number NINE (N. 1/2 of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

And

TRACT II: Situated in Webb County, Texas, and being the South One-half of Lot Number TEN (S. 1/2 of 10) and the South One-half of the West Eighteen Varas of Lot Number NINE (S. 1/2 of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Easements, rights of way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property, any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, but only to the extent that they are still in effect, relating to the herein above described property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

WEBB COUNTY
A political subdivision of the State of Texas

Danny Valdez
Webb County Judge

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the _____ day of November, 2010 by Danny Valdez, in his capacity as Webb County Judge, for and on behalf of Webb County, a political subdivision of the State of Texas, and as authorized by the Webb County Commissioners Court.

Notary Public, State of Texa
My commission expires: _____

Notary's Printed Name