

PARKLAND DEDICATION AGREEMENT

This Agreement is made this _____ day of _____, 2024, by and between HFK Development, LLC, a Texas limited partnership, hereinafter referred to as the “Developer” and the City of Laredo, a Texas home rule municipal corporation, hereinafter referred to as the “City.”

RECITALS

WHEREAS, HFK Development, LLC is the developer of Vista Del Sur Subdivision; and

WHEREAS, the City of Laredo Parkland Ordinance, Section 24.56.2 of the City of Laredo Land Development Code Article III requires Developer to dedicate land to the City to satisfy the parkland site dedication requirements; and

WHEREAS, the Vista Del Sur Subdivision Master Plan for the developments of Vista Del Sur, requires the Developer to dedicate **0.5616 acres** of parkland to the City; and

WHEREAS, the Developer proposes to dedicate **0.8217 acres** of parkland to the City in accordance with the City of Laredo Land Development Code to comply with the parkland requirements for the developments of Vista Del Sur Phase I and Phase II, and

WHEREAS, the City Council has authorized this Agreement and directed the execution of the same by the City Manager.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of the Agreement.

1. Location of Parkland: As per the attached Master Plan, attached hereto as Exhibit A and incorporated herein by reference as if set out in full for all intents and purposes, Developer has set out **0.8217 acres** of land within the development of Vista Del Sur Subdivision for public recreational and municipal use.
2. Conveyance of Parkland: Developer will convey to the City, at no cost to the City, the **0.8217 acres** of land Set above in Section 1 above through Special Warranty Deed, attached hereto as Exhibit B and incorporated herein by reference as if set out in full for all intents and purposes.
3. City and Developer agree that the donation of **0.8217 acres** of parkland will satisfy City parkland requirements, per the City of Laredo Parkland Dedication Ordinance, for the following: Vista Del Sur Phase I and Phase II, and the proposed Vista Del Sur Phase I and Phase II.

4. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
5. The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
6. To its current, actual knowledge, Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
7. Developer shall timely and fully comply with all of the terms and conditions of this Agreement.
8. Developer shall cooperate with City and provide all necessary information to City in complying with this Agreement.
9. 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.
10. 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.
11. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
12. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
13. 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. Notices shall be sent to:

If to City of Laredo:

Mr. Joseph Neeb, City Manager
C/O City Manager 1110 Houston St.
Laredo, Texas 78040

With a copy to:

Juan J. Gomez, Jr., Director
Parks and Leisure Department
2201 Piedra China
Laredo, Texas 78043

If to Developer:

HFK Development LLC
3301 Chacota St. #23B
Laredo, Texas 78046

With a copy to:

Richard M. Hachar
3301 Chacota St. #23B
Laredo, Texas 78046

14. 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.
15. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
16. 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.
17. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
18. 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.

19. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

20. Immunity. City of Laredo does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

21. Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO

HFK Development, LLC

Joseph Neeb
City Manager

Richard M. Hachar
Manager

ATTEST:

Mario. I Maldonado, Jr.
City Secretary

APPROVED AS TO FORM:

Mario I. Maldonado
City Attorney

[illegible]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. TEX. PROP. CODE § 11.008.

COUNTY OF WEBB §

That **HFK Development LLC, a Texas limited liability company**, (“Grantor”), has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto the CITY OF LAREDO, TEXAS, a Home Rule City, (“Grantee”), whose mailing address is **1110 Houston St., Laredo, Webb County, Texas 78040**, the following described real property consisting of approximately 0.8217 acres situated in Webb County, Texas (collectively the “Subject Property”):

This conveyance of the real property is made subject to the following reservations, exceptions and conditions, to-wit:

1. This conveyance is made upon the express condition that the Subject Property be used for municipal parkland purposes (the “Permitted Purpose”).
2. Grantee hereby acknowledges the express condition of this conveyance and expressly represents and warrants that its sole purpose for accepting the Subject Property is to have the right to use the Subject Property for the Permitted Purpose, and that the use of the Subject Property shall be restricted to the Permitted Purpose only.
3. This conveyance is of the Surface Estate Only, that is, in addition to other reservations, exceptions and other matters set out herein. Grantor reserves and

excepts from this conveyance all oil, gas and other minerals lying in, on and under the Subject Property.

4. Grantee accepts the Subject Property "AS IS", i.e. in its present condition.
5. Any visible and apparent roadway or easement over or across the Subject Property, the existence of which does not appear of record.
6. Any leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
7. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, relating to the hereinabove described property, or any part thereof.
8. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, protrusions or any overlapping of improvements.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Subject Property unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise, and except as to the matters to which this conveyance is expressly made subject, including but not limited to the express condition of this conveyance.

EXECUTED this _____ day of **October, 2024**.

GRANTOR:

**HFK Development LLC,
a Texas limited liability company**

By:_____

Name: Richard M. Hachar

Title: Manager

STATE OF TEXAS §
COUNTY OF WEBB §

This instrument was acknowledged before me on this _____ day of **October, 2024**, by **Richard M. Hachar, Manager of HFK Development LLC, a Texas limited liability company.**

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF LAREDO

By: _____

Name: Joseph W. Neeb

Title: City Manager

Date: _____, 2024

ATTEST:

By: _____

Name: Mario I. Maldonado, Jr.

Title: City Secretary

Date: _____, 2024