

THREE POINTS VILLAGE SUBDIVISION MEMORANDUM OF UNDERSTANDING (MOU)

This agreement shall be effective as of the date of execution of the Agreement by the last of the Parties to do so, by and between NHS LAREDO HOLDING CORPORATION, DBA NEIGHBORWORKS OF LAREDO, (hereinafter "NHS") and the City of Laredo, (hereinafter "City"), relating to a 2.5938 Acre tract, as described below:

A 113,159.62 Sq. ft. (2.5978 acres) tract of land. Being all of Block No. 1713. Part of block No. 1782 and the right-of-way of New York Ave., between these two blocks, in the eastern division, City of Laredo, Webb County, Texas. The City of Laredo will retain 15' wide easement along New York Avenue. This will support the creation of Affordable Housing. **EXHIBIT "A" AND "B"**.

A. RECITALS

Whereas, On September 6, 2016, the City of Laredo Council approved Ordinance No. 2016-O-133, authorizing the conveyance of a 2.5978-acre tract of land, including all of Block No. 1713, part of Block No. 1782, and the right-of-way of New York Avenue between said blocks, to Laredo-Webb Neighborhood Housing Services Inc., D/B/A NeighborWorks Laredo, for the purpose of supporting the development of affordable housing, and

Whereas, The City of Laredo recognizes the importance of promoting flexible and equitable housing strategies that address the evolving needs of the community; and

Whereas, in order to better align with funding programs and inclusive housing goals, the NeighborWorks Laredo intends to broaden the stated purpose of the project to encompass the creation of affordable housing generally, rather than limit to a specific household type; and

Whereas, the proposed developmental plan by NeighborWorks Laredo has been modified from an initial forty (40) units to a twenty-four (24) units; and

Whereas, NeighborWorks Laredo has requested for a waiver of the Park Developmental fees estimated to be \$11,000, in connection with this project, and the City of Laredo finds it appropriate to approve waiver to NeighborWorks Laredo for such fees as a condition of this amended conveyance.

NOW, THEREFORE, contingent upon the approval of the City of Laredo and NHS satisfying all building requirements by the City of Laredo, for and in consideration of the above and foregoing recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Laredo and NHS do hereby agree as follows:

1. Term. This agreement shall be effective as of the date of execution of the Agreement by the last of the Parties to do so (the "Effective Date") until June 2027. This agreement shall remain in full force and effect from the Effective Date until the City and NHS have completed their respective obligations hereunder or has been earlier terminated by the mutual agreement in writing or otherwise set forth in this agreement.
2. Obligations.
 - a) NHS shall ensure that the development is for affordable housing as proposed by **EXHIBIT "C"**.
 - b) NHS shall develop twenty-four (24) affordable housing units.

- c) NHS is estimating to develop twenty-four (24) affordable housing units by June 2027.
- d) NHS will ensure properties are sold to first time homebuyers, owner-occupants, and to low-moderate income families, and City of Laredo residents.

B. INDEMNIFICATION

1. NHS SHALL, AND HEREBY DOES, INDEMNIFY CITY, AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTIONS, SUITS AND LIABILITIES (COLLECTIVELY "CLAIMS") RAISED BY THIRD PARTIES ARISING OUT OF ACTIONS RELATED TO THE PERFORMANCE OF THIS AGREEMENT AND THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS BY DEVELOPER AND DEVELOPER'S CONTRACTORS, SUBCONTRACTORS, BUT NOT OTHERWISE.

NHS shall also require each of its contractors and subcontractors working on this project to indemnify the City and their respective officials and employees from and against any and all claims, losses, damages, causes of actions, suits and liabilities arising out of their actions related to the performance of this agreement, utilizing the same indemnification language contained herein, in its entirety, or to carry insurance to contractually transfer such risk under policies naming the City as a named additional insured.

C. TERMINATION

1. Either party (the "non-defaulting party") may terminate this Agreement in the event of default of this Agreement by the other party (the "defaulting party") and a failure by the defaulting party to cure such default after receiving notice thereof from the non-defaulting party. Default shall occur if a party fails to observe or perform any of its duties under this Agreement. Should such a default occur, the non-defaulting party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 10th day following receipt of the notice; but if the default cannot with diligence be cured within the said 10-day period, if within such 10-day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, not to exceed 25 days following the occurrence of the default. The non-defaulting party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default to the non-defaulting party's satisfaction, the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, the non-defaulting party may terminate this Agreement, and the obligations of the parties hereunder shall end.

2. In addition to the provisions of subsection 1 of Section D, the City may terminate this Agreement without notice or any opportunity to cure for any of the following reasons:

- a. Insolvency of, the making of a transfer in fraud of creditors by, or the making of an assignment for the benefit of creditors by NHS.
- b. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United State or any State thereof by NHS, or adjudication as a bankrupt or insolvent in proceedings filed against the NHS.

- c. Appointment of a receiver or trustee for all or substantially all of the assets of NHS.
- d. Abandonment by NHS for a period often (10) days of the improvement project.

3. In the event this agreement is terminated due to default of NHS or for any of the reasons set forth in subsection 2 of this Section, or if NHS abandons the improvement project for a period of ten (10) days, either of which event is before NHS completes the construction of the improvements, the City reserves the right to continue the contract and utilize bond funds required of this Agreement to reimburse the Contractor. In such event, NHS shall have no claim for any other funds from the City.

D. REVERSION OF ASSETS

In the event that the property is not used, maintained, or operated for its intended purpose of developing and maintaining affordable housing, as mentioned on **EXHIBIT "C"** and/or meet the obligation on this agreement, NHS shall be considered in default of this Agreement. Upon such default, and after the City of Laredo provides written notice, the City of Laredo shall have the right to require the reversion of title to the property and any improvements thereon, at no cost, back to the City of Laredo. NHS agrees to execute any and all documents necessary to effectuate such reversion upon request by the City of Laredo. This right of reversion shall survive the termination of this Agreement and shall be binding upon NHS, its successors, assigns, and any subsequent holders of the property.

E. CONFLICT OF INTEREST

To avoid the appearance and/or risk of impropriety, an official or organizations employee shall not take any action that he or she knows is likely to affect the economic interests of:

- (1) the official or employee;
- (2) his or her parent, child, spouse, or other family member within the third degree of affinity or within the third degree of consanguinity;
- (3) his or her outside client;
- (4) a member of his or her household;
- (5) any outside employer of the official or employee or of his or her parent, child, spouse, or member of the household;
- (6) a business entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) of this Section holds an economic interest as that term is defined in Section 1.02 (Definitions);
- (7) a business entity which the official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in Subsection (a)(1) or (a)(2) of this Subsection holds an economic interest as defined in Section 1.02 (Definitions);
- (8) a business entity or nonprofit entity for which the city official or organizations employee serves as an official or director or in any other policy making position; or
- (9) a person or business entity with whom, within the past twelve months:

(A) the official or employee, or his or her spouse, directly or indirectly has
(i) solicited an offer of employment for which the application is pending;
(ii) received an offer of employment which has not been rejected,
(iii) accepted an offer of employment, or
(B) the official or employee, or his or her spouse, directly or indirectly, engaged in negotiations pertaining to business opportunities, where negotiations are pending or not terminated.

F. ENTIRE AGREEMENT

1. This written Agreement embodies the final and entire agreement between the Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

2. The Exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an Exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the Exhibit.

G. CHANGES AND AMENDMENTS

1. Any waivers, alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by City, Board, and Developer and evidenced by passage of a subsequent City Resolution or Ordinance, as to City's approval.

H. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state or local laws, including but not limited to City Code, Regulations, or Ordinances of the City, then and in that event, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement, a clause or provision as similar as may be possible to such invalid, illegal or unenforceable clause or provision that is legal, valid, and enforceable to effectuate the original purposes, rights, and obligations of this Agreement.

I. VENUE AND GOVERNING LAW

This contract shall be construed under and in accordance with the laws of the state of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Webb County, Texas

L. NOTICE

Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed with sufficient postage, sent by certified mail, return receipt requested, or delivered personally to an officer of the receiving Party at the following addresses:

City:
City of Laredo Attn:
City Manager
1110 Houston St.

Laredo, Texas 78040
Ph: (956) 791-7304
Fax: (956) 791-7498

NEIGHBORWORKS OF LAREDO
216 Bob Bullock Loop
Laredo, Texas 78043

2. Each Party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when such transmission is made if during normal business hours or at the beginning of the next business day if the transmission is made after normal business hours. Any communication delivered in person shall be deemed received when receipted for by or actually received by an officer of the Party to whom the communication is properly addressed.

SIGNED by the parties, in triplicate originals on the _____ day of _____, 20_____.

CITY OF LAREDO

ORGANIZATION

BY: _____
Joseph W. Neeb
City Manager

BY: _____
Board Chair

BY: _____
Executive Director

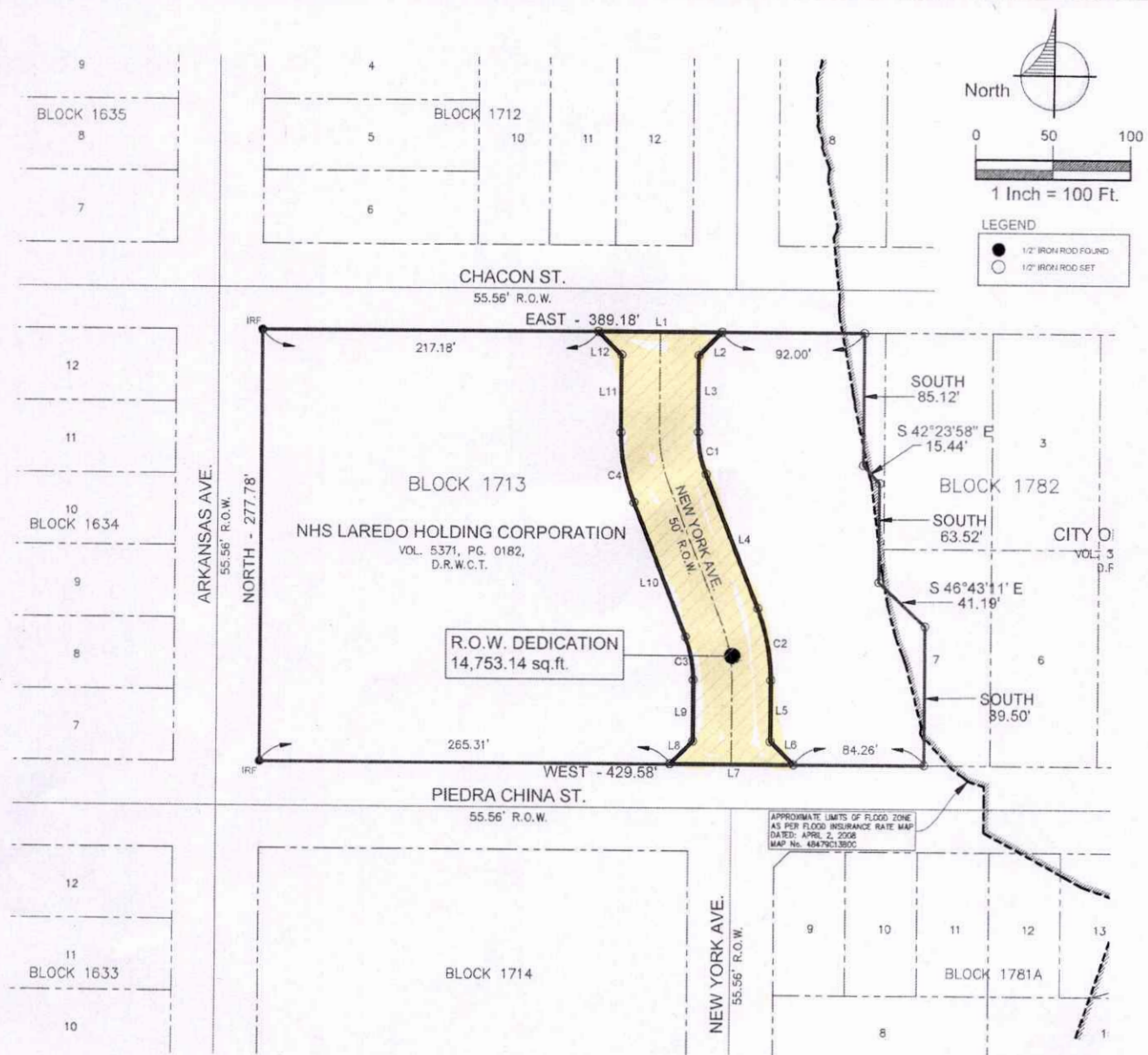
APPROVED AS TO FORM

CERTIFIED

BY: _____
Doanh "Zone" T. Nguyen
City Attorney

BY: _____
Mario I. Maldonado.
City Secretary

EXHIBIT A



NEW YORK AVE. - R.O.W. DEDICATION

SCALE: 1" = 100'

NOTES:

1. Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.
2. This sketch of a 14,753.14 sq. ft. tract was prepared by SECA Engineering, LLC on December 07, 2023 from office records and field information available and NOT from an actual survey made on the ground.

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	28.31'	75.00'	021°37'42"	14.33'	S10°21'57"E	28.14'
C2	47.13'	125.00'	021°36'05"	23.85'	S10°22'46"E	46.85'
C3	28.28'	75.00'	021°36'05"	14.31'	N10°22'45"W	28.11'
C4	47.18'	125.00'	021°37'52"	23.86'	N10°21'52"W	46.91'

Line Table		
Line #	Length	Direction
L1	80.00'	S89°32'56"E
L2	21.21'	S45°27'04"W
L3	46.73'	S00°26'54"W
L4	92.29'	S21°10'48"E
L5	39.60'	S00°25'17"W
L6	21.22'	S44°39'50"E
L7	80.00'	N89°32'54"W
L8	21.21'	N45°26'10"E
L9	39.58'	N00°25'17"E
L10	92.30'	N21°10'48"W
L11	46.72'	N00°27'04"E
L12	21.21'	N44°32'56"W

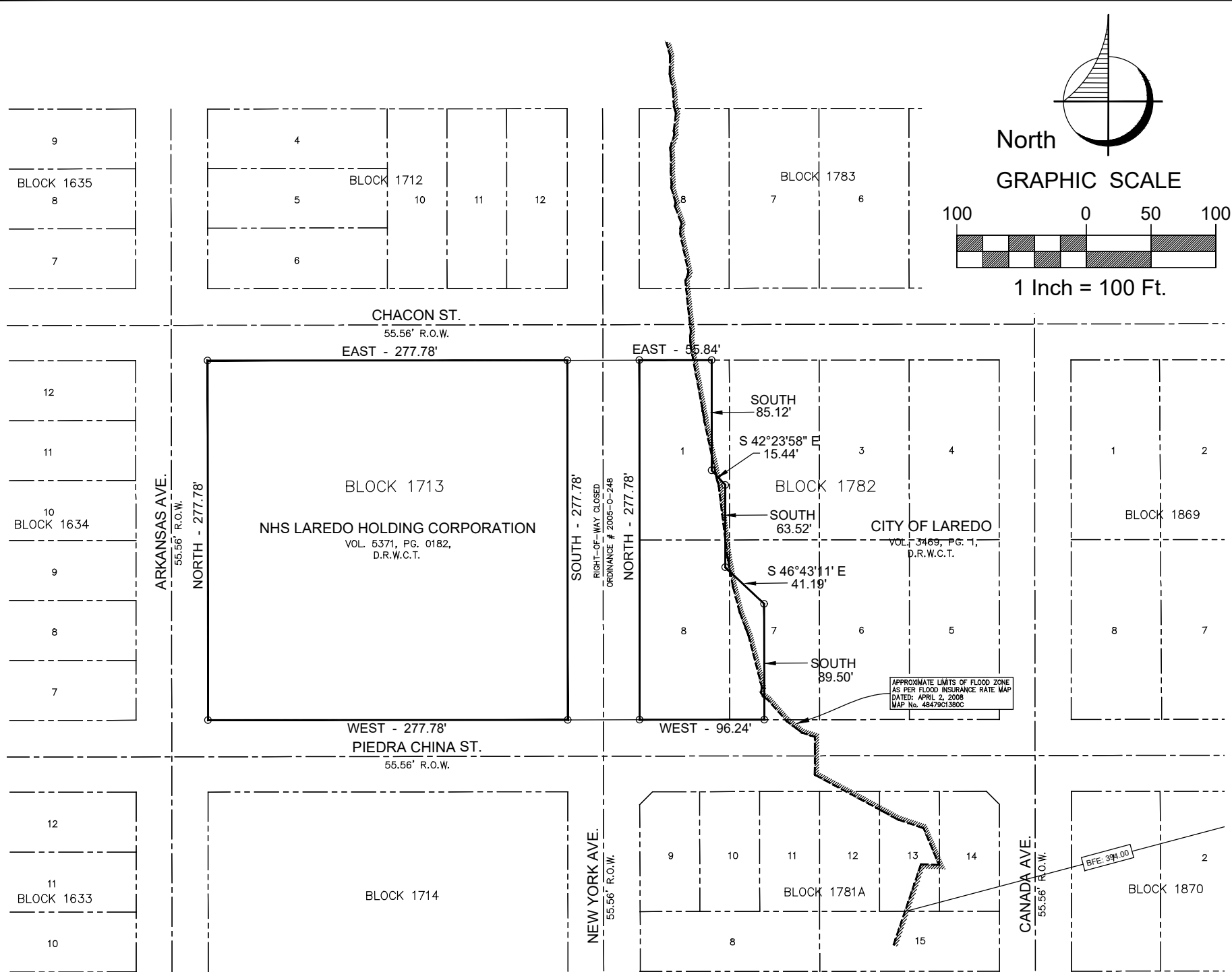
DRAWN BY: J.L.B.
CHECKED BY: H.S.
JOB No. SECA-202310
FILENAME: 14,753.14 S.F.
DATE: 12-07-2023
SCALE: 1" = 100'
SHEET: 1 OF 1

SKETCH SHOWING A TRACT OF LAND CONTAINING 14,753.14 SQ.FT.

MORE OR LESS, BEING OUT OF A TRACT OF LAND CONTAINING 2.5978 ACRES,
RECORDED IN VOLUME 5371, PAGE 182, O.P.R.W.C.T.,
SITUATED IN SURVEY 799, ORIGINAL LAREDO TOWN TRACT, ABSTRACT 239,
WEBB COUNTY, TEXAS

SECA
ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 JACAMAN ROAD, STE. 11, LAREDO, TEXAS 78041
OFFICE: (956) 753-3014 • FAX: (956) 316-2265
TBPB FIRM REGISTRATION No. F-10071
TBLPS FIRM REGISTRATION No. 100138-00



PLAT OF BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.)
RECORDED IN VOL. 7, PAGE 15, PLAT RECORD OF WEBB COUNTY, TX.
SITUATED IN CITY OF LAREDO, WEBB COUNTY, TX.

LEGEND	
● IRF	IRON ROD FOUND
○ IRS	IRON ROD SET
○	POINT
● XDOT	XDOT R.O.W. MON. FOUND
—	BOUNDARY LINE
---	BUILDING SETBACK
----	CENTERLINE
-----	COMMENCEMENT LINE
----	DEED LINE
-----	MAJOR CONTOURS
-----	MINOR CONTOURS
-----	PORCION CONTOUR
----	LOT LINE
----	UTILITY EASEMENT
----	LAREDO CITY LIMITS

REPLAT NOTES

- 1.- THE PURPOSE OF THIS REPLAT IS TO RECONFIGURE ALL OF BLOCK 1713, NEW YORK AVE. AND PART OF LOTS 1,7, & 8 INTO LOTS OF DIFFERENTS SIZES AND THE EXTENSION OF NEW YORK AVE.
- 2.- THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.
- 3.- COMMENCING POINT FOR LOT 1, BLOCK 1713-A, THREE POINTS VILLAGE, A R.O.W. MARKER ON THE NORTH SIDE OF PIEDRA CHINA ST. (GPS: 17071191,1832, E, 670487,9323).
- 4.- BY GRAPHICALLY PLOTTING, THIS PARCEL WAS DETERMINED TO BE WITHIN A 100-YEAR FREQUENCY FLOOD ZONE AS PER FLOOD INSURANCE RATE MAPS FOR WEBB COUNTY, TX COMMUNITY PANEL No. 48479C1219C WITH AN EFFECTIVE DATE: APRIL 2, 2008.
- 5.- ANY IMPROVEMENTS OR LOWEST STRUCTURAL MEMBER FOR LOTS WITHIN A FLOOD ZONE SHALL BE 18" ABOVE THE BASE FLOOD ELEVATION.
- 6.- DRIVEWAYS, SIDEWALKS AND TREES WILL BE INSTALLED AT THE TIME OF ISSUANCE OF BUILDING PERMITS IN ACCORDANCE WITH THE CITY OF LAREDO LAND DEVELOPMENT CODE.
- 7.- ALL CURB CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN.
- 8.- THE PROPERTY OWNER SHALL ADHERE TO THE CITY OF LAREDO LAND DEVELOPMENT CODE BOOK SECTION 24.59.3 DRAINAGE STANDARDS LATEST REVISION INCLUDING SECTION 24.59.7 MAINTENANCE RESPONSIBILITY.
- 9.- THE BUILDING SETBACKS SHALL BE DETERMINED BASED ON THE ZONNING IN ACCORDANCE TO SECTION 24.77.1 OF THE CITY OF LAREDO DEVELOPMENT CODE.

CERTIFICATE OF OWNER:

STATE OF TEXAS:
COUNTY OF WEBB:

I, **ELIZABETH ALONZO - VILLARREAL**, AS PRESIDENT AND CEO OF **NHS LAREDO HOLDING CORPORATION** OF THE UNDERSIGNED OWNER OF THE LAND, SHOWN ON THIS REPLAT, AND DESIGNATED HEREIN AS **REPLAT OF BLOCK 1713, PARTS OF LOTS 1,7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. INTO THREE POINTS VILLAGE SUBDIVISION** IN THE CITY OF LAREDO, COUNTY OF WEBB, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERE TO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ELIZABETH ALONZO - VILLARREAL
EXECUTIVE DIRECTOR

STATE OF TEXAS:
COUNTY OF WEBB:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **RADCLIFFE KILLAM II**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC AND FOR THE WEBB COUNTY, TEXAS

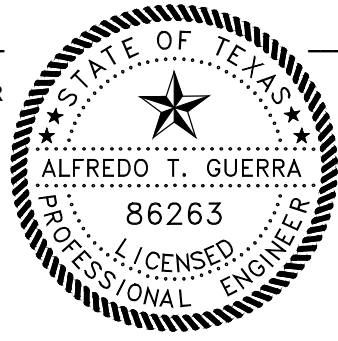
MY COMMISSION EXPIRES: _____

CERTIFICATE OF ENGINEER:

STATE OF TEXAS:
COUNTY OF WEBB:

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, DRAINAGE, WATER, SEWER, AND APURTENANCES LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

ALFREDO GUERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
TEXAS No. 86263

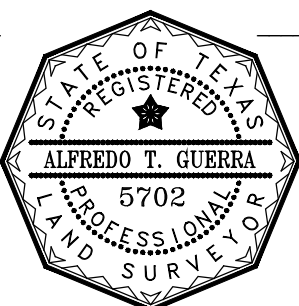


CERTIFICATE OF SURVEYOR:

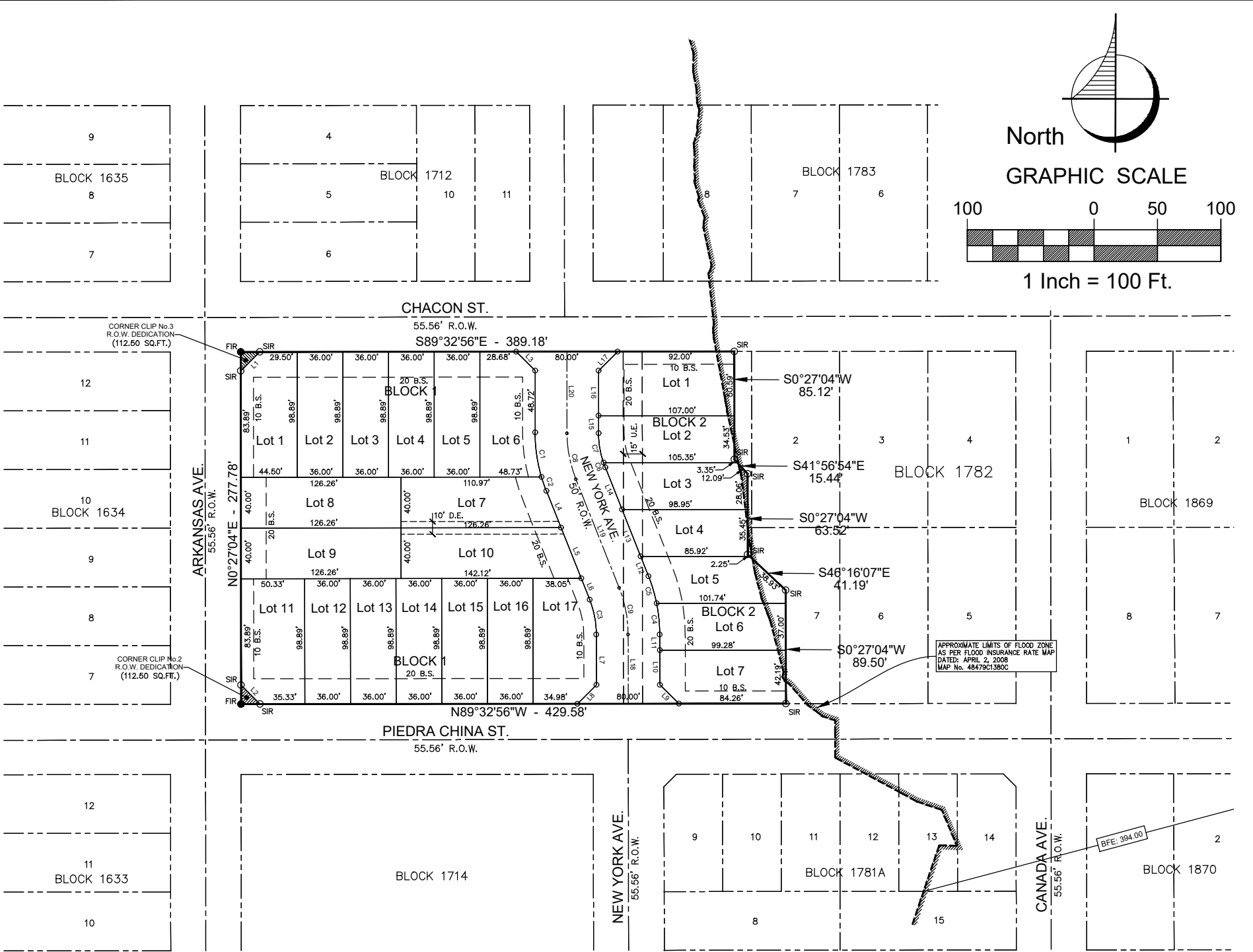
STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT THE CORNER MONUMENTS SHOWN THEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION.

ALFREDO GUERRA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS No. 5702



REPLAT OF BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.)
INTO
THREE POINTS VILLAGE SUBDIVISION



CURVE TABLE						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C5	22.38'	125.00'	010°15'23"	11.22'	N16°03'07"W	22.35'
C6	4.02'	75.00'	003°04'18"	2.01'	S19°38'39"E	4.02'
C2	11.54'	125.00'	005°17'20"	5.77'	S18°32'08"E	11.53'
C9	37.70'	100.00'	021°36'05"	19.08'	N10°22'46"W	37.48'
C8	37.75'	100.00'	021°37'52"	19.10'	S10°21'52"E	37.53'
C1	35.65'	125.00'	016°20'32"	17.95'	S07°43'12"E	35.53'
C3	28.28'	75.00'	021°36'05"	14.31'	N10°22'46"W	28.11'
C7	24.29'	75.00'	018°33'34"	12.25'	S08°49'43"E	24.19'
C4	24.75'	125.00'	011°20'42"	12.42'	N05°15'04"W	24.71'

PLAT APPROVAL - CITY ENGINEER:

I HAVE REVIEWED THIS REPLAT AND ACCOMPANYING CONSTRUCTION DRAWINGS IDENTIFIED AS **REPLAT OF BLOCK 1713, PARTS OF LOTS 1,7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. INTO THREE POINTS VILLAGE SUBDIVISION**, PREPARED BY **ALFREDO GUERRA**, REGISTERED PROFESSIONAL ENGINEER NO. 86263, AND DATED THE ____ DAY OF _____, 2023 WITH THE LAST REVISED DATE ON ____ 2023, AND HAVE FOUND THEM IN COMPLIANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF LAREDO, TEXAS.

RAMON E. CHAVEZ, P.E.
CITY ENGINEER

ATTESTMENT OF PLANNING COMMISSION APPROVAL:

THE CITY OF LAREDO PLANNING COMMISSION APPROVED THE FILING FOR RECORD OF THIS PLAT OF **BLOCK 1713, PARTS OF LOTS 1,7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. INTO THREE POINTS VILLAGE SUBDIVISION**, AT A PUBLIC MEETING HELD ON THE ____ DAY OF _____, 2023. THE MINUTES OF SAID MEETING REFLECT SUCH APPROVAL.

ORLANDO D. NAVARRO
DIRECTOR PLANNING & ZONING DEPT.

CERTIFICATION OF COUNTY CLERK:

I, **MARJORIE R. IBARRA**, CLERK OF THE COUNTY COURT IN AND FOR THE WEBB COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE ____ DAY OF _____, 2023, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2023, AT ____ O'CLOCK ____ M. IN VOLUME ____ PAGE(S) ____ OF THE PLAT RECORDS OF SAID COUNTY.

DEPUTY COUNTY CLERK
WEBB COUNTY, TEXAS

CERTIFICATION OF COUNTY CLERK:

FILED FOR RECORD AT ____ O'CLOCK ____ M. ON THE ____ DAY OF _____, 2023.

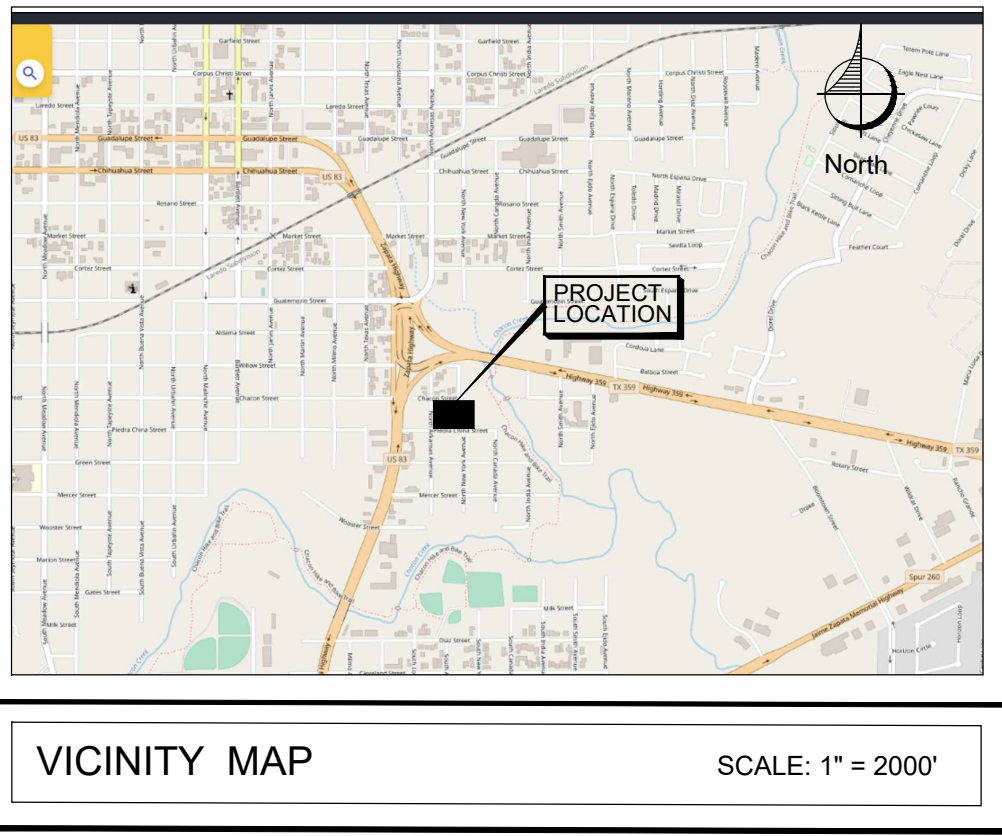
DEPUTY: _____

COUNTY CLERK
WEBB COUNTY, TEXAS

LOT TABLE AREA (SQ.FT.)		
LOT #	BLOCK	BLOCK AREA (sq.ft.)
1	1	4,288.11
2	1	3,560.05
3	1	3,560.05
4	1	3,560.05
5	1	3,560.05
6	1	4,265.75
7	1	4,735.25
8	1	5,050.40
9	1	5,050.40
10	1	5,367.65
11	1	4,637.15
12	1	3,560.03
13	1	3,560.03
14	1	3,560.03
15	1	3,560.03
16	1	3,560.03
17	1	4,864.62

LOT TABLE AREA (SQ.FT.)		
LOT #	BLOCK	BLOCK AREA (sq.ft.)
1	2	5,300.74
2	2	3,931.16
3	2	3,896.25
4	2	3,391.21
5	2	3,593.88
6	2	3,693.83
7	2	4,075.90

LINE TABLE		
Line #	Length	Direction
L11	12.41'	N00° 25' 17"E
L13	39.80'	N21° 10' 48"W
L14	35.74'	N21° 10' 48"W
L16	35.59'	N00° 27' 04"E
L5	43.03'	S21° 10' 48"E
L6	17.97'	S21° 10' 48"E
L18	54.59'	N00° 25' 17"E
L19	92.30'	N21° 10' 48"W
L20	63.72'	N00° 27' 04"E
L3	21.21'	S44° 32' 56"E
L4	31.30'	S21° 10' 48"E
L7	39.58'	S00° 25' 17"W
L8	21.21'	S45° 26' 10"W
L12	16.75'	N21° 10' 48"W
L15	13.13'	N00° 27' 04"E
L17	21.21'	N45° 27' 04"E
L9	21.22'	N44° 33' 50"W
L10	27.19'	N00° 25' 17"E
L1	21.21'	N45° 27' 04"E
L2	21.21'	N44° 32' 56"W



LEGAL DESCRIPTION NO. 1
A TRACT OF LAND, containing 2.5978 acres, more or less,
situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, Eastern Division,
City of Laredo, Webb, County, Texas

A tract of land containing 2.5978 acres, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, City of Laredo, Webb, County, Texas, being all of Block 1713, part of Block 178, and the right-of-way of New York Avenue between the south right-of-way line of Chacon Street and the north right-of-way line of Piedra China Street in the Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 2.5978 acres, more or less, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a 1/2" iron rod found at the southwest corner of Block 1713, Eastern Division, City of Laredo, Texas, same being at the intersection of the north right-of-way line of Piedra China Street and the east right-of-way line of Arkansas Avenue, the southwest corner hereof;

THENCE, N 89° 28' 35" W, with the said east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., a distance of 277.78 feet to a found 1/2" iron rod, same being the northwest corner of said Block 1713, E.D. and on the intersection of the south right-of-way line of Chacon Street and the east right-of-way line of Arkansas Avenue, the northwest corner hereof;

THENCE, N 00° 31' 13" E, with the said south right-of-way line of Chacon Street, at 277.78 feet past the northeast corner of said Block 1713, E.D., thence, across the New York Avenue right-of-way, at 333.34 feet past the northwest corner of said Block 1782, E.D., thence along the north boundary line of said Block 1782, E.D., a total distance of 389.18 feet to a set 1/2" iron rod, the northeast corner hereof;

THENCE across Lots 1, 8, and 7, Block 1782, E.D., the following bearing and distances:

THENCE, S 85° 22' 18" E, a distance of 85.12 feet to a set 1/2" iron rod, an interior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 15.44 feet to a set 1/2" iron rod, an exterior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 63.52 feet to a set 1/2" iron rod, an interior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 41.19 feet to a set 1/2" iron rod, an exterior corner hereof;

THENCE, S 85° 22' 18" E, a distance of 89.50 feet to a set 1/2" iron rod, same being on the north right-of-way line of Piedra China Street, the south boundary line of said Block 1782, E.D., the southeast corner hereof;

THENCE, N 01° 09' 31" W, with the said north right-of-way line of Piedra China Street, the south boundary line of said Block 1782, E.D., at 84.26 feet past the southwest corner of said Block 1782, E.D., thence, across the New York Avenue right-of-way, at 80 feet past the southeast corner of said Block 1713, E.D., thence along the south boundary line of said Block 1713, E.D., a total distance of 429.58 feet to the **POINT OF BEGINNING** of this tract of land containing 2.5978 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

LEGAL DESCRIPTION NO. 2
CORNER CLIP R.O.W DEDICATION, containing 112.50 square feet, more or less,
situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, Eastern Division,
City of Laredo, Webb, County, Texas

A tract of land containing 112.50 square feet, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, City of Laredo, Webb, County, Texas, and being out of Block 1713, Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 112.50 square feet, more or less, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a 1/2" iron rod found at the southwest corner of Block 1713, Eastern Division, City of Laredo, Texas, same being at the intersection of the north right-of-way line of Piedra China Street and the east right-of-way line of Arkansas Avenue, the southwest corner hereof;

THENCE, N 00° 27' 04" E, along the east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., a distance of 15.00 feet to a set 1/2" iron rod, the north corner hereof;

THENCE, S 44° 32' 56" E, across said Block 1713, E.D., a distance of 21.21 feet to a set 1/2" iron rod, same being on the north right-of-way line of Piedra China Street, the south boundary line of Block 1713, E.D., the east corner hereof;

THENCE, N 89° 32' 56" W, along the said north right-of-way line of Piedra China Street, the south boundary line of said Block 1713, E.D., a distance of 15.00 feet to the **POINT OF BEGINNING** of this tract of land containing 112.50 square feet, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

LEGAL DESCRIPTION NO. 3
CORNER CLIP R.O.W DEDICATION, containing 112.50 square feet, more or less,
situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, Eastern Division,
City of Laredo, Webb, County, Texas

A tract of land containing 112.50 square feet, more or less, situated in Survey No. 799, Abstract No. 239, Original Laredo Town Tract, City of Laredo, Webb, County, Texas, and being out of Block 1713, Eastern Division, City of Laredo, Texas, as recorded in Volume 7, Page 15, Plat Records of Webb County, Texas, this tract of land containing 112.50 square feet, more or less, being more particularly described by metes and bounds as follows to wit:

BEGINNING at a 1/2" iron rod found at the northwest corner of Block 1713, Eastern Division, City of Laredo, Texas, same being at the intersection of the south right-of-way line of Chacon Street and the east right-of-way line of Arkansas Avenue, the northwest corner hereof;

THENCE, S 89° 32' 56" E, along the south right-of-way line of Chacon Street, the north boundary line of said Block 1713, E.D., a distance of 15.00 feet to a set 1/2" iron rod, the east corner hereof;

THENCE, S 45° 27' 04" W, across said Block 1713, E.D., a distance of 21.21 feet to set 1/2" iron rod, same being on the east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., the south corner hereof;

THENCE, N 00° 27' 04" E, with the east right-of-way line of Arkansas Avenue, the west boundary line of said Block 1713, E.D., a distance of 15.00 feet to the **POINT OF BEGINNING** of this tract of land containing 112.50 square feet, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

GUERRA ENGINEERING & SURVEYING CO.
LAREDO, TX. 78041 956-718-2600 fred_ges@cglobbal.net
ENGR FIRM # F-9484, SURV. FIRM # 100173-00

NHS LAREDO HOLDING CORPORATION
216 BOB BULLOCK LOOP
LAREDO TEXAS

OWNER/DEVELOPER:

BLOCK 1713, PARTS OF LOTS 1, 7 & 8, BLOCK 1782 E.D. AND NEW YORK AVE. (CHACON ST. - PIEDRA CHINA ST.)
INTO
THREE POINTS VILLAGE SUBDIVISION

REPLAT OF

CITY OF LAREDO, WEBB COUNTY, TEXAS

REVISED DATE:

DRAWN BY:	J.L.B.
CHECKED BY:	H.S.
APPROVED BY:	H.S.
JOB NO.:	
FILENAME:	
DATE:	07 - 12 - 2023

SCALE:	FOR	1" = 100'
24 X 36	VER	
SCALE:	FOR	
11 X 17	VER	



Exhibit C

HUD Certified HomeOwnership Center

216 Bob Bullock Loop – Laredo, Texas 78043 – 956-712-9100 – www.nwlaredo.org

November 17, 2023

Ms. Maria “Tina” Martinez
Director
Community Development Department
1301 Farragut St., 3rd Floor
Laredo, Texas 78042

Re: Requesting **\$240,000** in CDBC Funding Assistance to Develop a **24 Affordable Home Project** at 300 N. Arkansas, Laredo, Webb County Texas.

Dear Ms. Martinez:

This is an updated letter from the original letter dated February 17, 2023, regarding the **Affordable Housing Project** that we are planning to develop on the 2.59-acre tract of land that the City of Laredo transferred to our organization in 2018.

What is “**Affordable Housing**”? This term has a broad meaning to everyone from all income and socio-economic brackets. For this project, it is what the working class; the low-moderate income families can afford to also be part of the American Dream of Homeownership.

We believe “**Affordable Homes**” are where families are not faced with extremely expensive current prices of homes which now average \$240,000 or more. These market homes are accessible but only to those households with higher incomes. For a family of four, that averages \$50,000 per year, let’s face it; homebuying is but a dream. Everyone talks about “**Affordable Housing**,” yet there are no true affordable homes for low to moderate income families to own without some type of subsidy.

NeighborWorks Laredo is developing a project that will construct 24 new “**Affordable Homes**” with a different strategy in mind. We plan to construct starter homes averaging 1,000 square feet that are situated in lots ranging from 3,560 to 5,368 square feet. The City of Laredo has approved our request zone change to an R-1B to construct starter homes. Homes including the land would average \$180,000 or less; now that is “**affordable**” especially for low to moderate income families. It will be even more “**affordable**” if clients can also access Down Payment Assistance Programs. In addition, we would be creating wealth equity to these 24 families giving them an opportunity to build wealth equity to whereas time passes, the equity can be used for any number of situations including sending their kids to college, making improvements, or other life milestones. Eventually,

the homes can be passed on to their next generation. We are estimating the proposed project to be in \$3.8 to \$4.0 million dollar range, but we must start now as development costs continue to increase.

We would like to note that this project is situated in a low-income tract of land, Census Tract GEOID: 48479000101 or click for more socioeconomic information on:
<https://www.citivelocity.com/citybuilder/eppublic/cb/us/cities/5807/tracts/48479000101>

Proposal: NeighborWorks Laredo is respectfully requesting that the proposed new street improvements as well as water and sewer improvements to the project be funded by CDBG in the amount of **\$240,000**, *the* Engineer's Probable Cost is attached for your review. These estimates increased by 7% from five months back as construction and development costs are increasing daily.

This request would be a major CDBG investment to create 24 **"affordable homes"** that will bring jobs, tax, water & sewer revenue to the City of Laredo, remove the illegal dumping hazards and most important align with the City of Laredo Consolidation Plan addressing **"New Construction of Affordable Homes"** and creating Home Equity Wealth.

A last point: I am attaching the potential tax revenue that this project would create for the City of Laredo and all other local entities. These numbers are conservative based on construction costs and are subject to change based on appraisals and tax entity rates.

Please feel free to share the proposed project design and probable costs with your City Engineers and if they have any questions, please let me know as we can get a meeting going with the engineer. I can be reached at my office at 956-712-9100 or on my mobile number at 956-740-3233.

Thank you.

Sincerely,

A handwritten signature in blue ink, reading "Elizabeth Alonzo-Villarreal".

Elizabeth Alonzo-Villarreal
Chief Executive Officer

Xc: NeighborWorks Laredo Board of Directors

NEIGHBORWORKS LAREDO

CDGB REQUEST \$240,000

FOR REFERENCE SEE ENGINEER'S ESTIMATES

GENERAL REQUIREMENTS		
	Mobilization & Permits	2,730.50
	Sub Total	2,730.50
PAVING		
	Street Excavation/Embankment	7,005.00
	8" Moisture Conditioned Subgrade	5,629.50
	5" Flexible Base under the curb	3,390.00
	10" Flexible Base	30,750.00
	Curb & Gutter type "A"	12,543.00
	Prime Coat	4,764.00
	2" Hot-Mix Asphalt Type "D" TXDOT Item	33,348.00
	5-ft Concrete Valley Gutter.	4,575.00
	Sub Total	102,004.50
WATER DISTRIBUTION SYSTEM		
	8" dia C-900 Water Main	37,695.00
	12" "X12X8" MJ Tee	5,250.00
	8" Gate Valve and Box	4,500.00
	8" 22.5 deg Elbow	5,000.00
	Tie to Existing Water Line	4,500.00
	Fire Hydrant and Accessories	18,500.00
	2" Single Service and Meter Box	21,570.00
	2" Double Service and Meter Box	38,250.00
	Subtotal	135,265.00
TOTAL CDBG REQUEST:		240,000.00



HUD Certified HomeOwnership Center

216 Bob Bullock Loop – Laredo, Texas 78043 – 956-712-9100 – www.nwlaredo.org

July 28, 2025

Ms. Maria “Tina” Rodriguez
Director
Community Development Department
1301 Farragut St., 3rd Floor
Laredo, Texas 78042

Re: Modification Request to letter dated November 17, 2025 regarding Three Points Village Affordable Home Project

Dear Ms. Rodriguez:

As you know, Phase 1 of this project is already complete and we are transitioning to Phase 2 which is the start of the actual construction of five homes. This 24-home project will be in approximately 4 to 5 phases. The City of Laredo approved a contribution of CDBG funding for \$240,000 towards Phase 1 for street improvement and water distribution.

We are requesting an edit be made to the November 17, 2025 letter I submitted to you reflecting current more accurate home data and price ranges for construction materials, supplies, workforce, and construction related soft costs, but staying within other program guidelines.

Therefore, we are modifying previous letter language to “Homes will average \$210,000, but in no case will exceed the maximum price permitted under the HOME program in effect during this project”.

Housing is a basic human right and NeighborWorks Laredo staff and board of directors are committed to constructing affordable housing for low to moderate income households.

We would like to thank the City of Laredo again for partnering with us to help develop more affordable homes for our community.

Please consider our request. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Alonzo-Villarreal".

Elizabeth Alonzo-Villarreal
Chief Executive Officer