

**2024-R-138**  
**License Agreement**  
**between**  
**U.S. Customs and Border Protection**  
**and**  
**City of Laredo**  
**within**  
**Laredo Border Patrol Sector**

WHEREAS City of Laredo with a mailing address of P.O. Box 579, Laredo, TX, 78042 ("Licensor") is the lawful owner of the Properties located in the Webb County, Texas, and more particularly shown as Subject Parcels 182603, 182360, 182361, 182362, 175165 on Exhibit A attached hereto and made a part hereof, including any appurtenant rights in and to access roads located adjacent to or connecting to said parcels and/or accretion areas (said parcels and appurtenant rights together hereinafter, the "Properties");

WHEREAS, U.S. Customs and Border Protection ("CBP"), through the United States Border Patrol, is responsible for securing the United States border;

WHEREAS, from time to time, CBP, its officers, employees, agents and contractors (collectively, the "Licensees") desire to enter upon the Properties to maintain, repair and/or improve existing roadways, control vegetation, and perform site survey and assessment activities related to such maintenance, repair, improvement and/or vegetation control, to ensure that CBP is able to safely and effectively patrol the United States border;

WHEREAS, Licensor understands and acknowledges that this License Agreement does not affect the authority of CBP to access properties, as authorized by law, in the course of performing its border security and enforcement mission;

WHEREAS, this License Agreement expresses Licensor's permission for the Licensees to access the Properties for the purposes as set forth below; and

WHEREAS, Licensor acknowledges that well-maintained roadways and vegetation control on the Properties provide a benefit to Licensor;

**NOW THEREFORE**, effective as of the date of full execution of this License Agreement, the undersigned parties agree as follows:

1. Permitted Use. The Licensees are permitted to enter upon the Properties to maintain, repair and/or improve existing roadways, including but not limited to the roadways or portions thereof highlighted on Exhibit A, control vegetation, and perform site survey and assessment activities (the "Permitted Use"). The Permitted Use includes, but is not limited to, the following activities: (a) removing hazards (to include replacing or modifying fences, gates or other items that obstruct or impede access to or maintenance, repair and/or improvement of existing roadways), graveling, grading, removing debris, filling in potholes, controlling drainage, and correcting weather-related damage to roadway surfaces; (b) visually inspecting, marking, mowing, cutting, clipping, trimming, pruning and/or shredding carrizo cane and salt cedars; removing cut vegetation and/or other debris; and/or implementing erosion control measures such as re-seeding,

re-planting, mulching and/or placement of silt screen, hay bales and/or erosion control blankets; (c) performing site surveys, site assessments, test borings, and other such exploratory work related to the aforesaid activities; (d) access for, and temporary storage of, the equipment, materials and supplies necessary for the aforesaid activities, provided that said temporary storage shall be allowed only for so long as the Properties are being used for the Permitted Use and that no permanent storage will be allowed; and (e) access for the purpose of accessing and performing work on adjacent properties.

2     Authority. Licensor affirms its lawful ownership of the Properties and its authority to execute this License Agreement to permit the Licensees to access and use the Properties for the Permitted Use.

3     Revocability. Although this License Agreement will not automatically terminate upon a date certain, Licensor retains the right to revoke the License Agreement at any time and for any reason. NOTICE: In the event Licensor decides to revoke this License Agreement, Licensor agrees to provide written notice of revocation to CBP at least sixty (60) days prior to the date of revocation by delivering the notice to the License Administrator at the following address:

U.S. Customs and Border Protection  
ATTN: License Administrator  
USBP PMOD, 6.5E STOP 1039  
1300 Pennsylvania Avenue NW  
Washington, D.C. 20229

The License Administrator can also be reached via email at [LicenseAdministrator@cbp.dhs.gov](mailto:LicenseAdministrator@cbp.dhs.gov)

4     Contact for Questions, Concerns or Changes of Ownership Information. After executing this License Agreement, should the Licensor have any questions or concerns regarding this License Agreement or the Permitted Use that is undertaken pursuant to this License Agreement, CBP invites the Licensor to contact the License Administrator noted above. CBP is committed to being responsive to any and all correspondence received from Licensor. Additionally, as set forth in Paragraph 8, the Licensor should notify the License Administrator of any changes in land ownership. Further, Licensor should notify the License Administrator if there are any changes to the Licensor's contact information (name, address, phone, etc.).

5     Restoration. Considering the nature of the use authorized by this License Agreement, in the event of revocation, or in the event CBP determines that it is no longer necessary to access the Properties for the Permitted Use, CBP will remove any equipment or other property stored upon the Properties by the Licensees in connection with this License Agreement, but CBP will not otherwise cause the Properties to be restored to its earlier condition.

6     Costs. Licensor acknowledges that this License Agreement is being granted without cost or monetary compensation to Licensor. CBP acknowledges that it is responsible for all costs associated with the Licensees' use of the Properties for the Permitted Use.

7     Non-Exclusivity. The Licensees' use of the Properties for the Permitted Use pursuant to this License Agreement does not limit Licensor's ability to use the Properties. However,

Licensor understands that this License Agreement in no way restricts CBP from conducting any statutorily authorized activities on the Properties.

8 Permission Specific to Licensor. This License Agreement is effective only insofar as Licensor retains ownership of the Properties. Licensor agrees to provide written notice to the address set forth in Paragraph 3 in the event Licensor transfers its ownership of the Properties.

9 No Assignment or Transfer. The rights of Licensees to use the Properties pursuant to this License Agreement is restricted solely to Licensees and shall not be assigned, transferred, sublicensed, encumbered, or subject to any security interest without the written authorization of Licensor. Any attempted assignment will be void and of no effect.

10 Modification or Amendment. This License Agreement may only be modified or amended by a written agreement, signed by Licensor and an authorized representative of CBP.

11 No Waiver of Federal Tort Claims Act Remedies. Licensor does not waive any right to seek remedies for any damages that may result from this License Agreement. Licensor understands that its exclusive remedy for damage claims is pursuant to the Federal Tort Claims Act.

12 Availability of Funds. The obligations of CBP under this License Agreement, if any, shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License Agreement.

13 No Obligation to Perform Work. Licensor acknowledges that although this License Agreement authorizes the Licensees to perform work on the Properties, the Licensees are under no obligation to do so.

14 Entire Agreement. This License Agreement constitutes the entire agreement between Licensor and CBP with respect to the Licensees' use of the Properties for the Permitted Use; provided, however, that if the Properties or any portion thereof is subject to an existing lease, license, right of entry, or other agreement with CBP or any other branch of the federal government, then the terms and provisions of this License Agreement shall not alter or otherwise affect the terms and provisions of such existing document.

15 Counterparts and Facsimile Signatures. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original of equal dignity with the other, but all of which together shall constitute but one and the same instrument, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The execution of this License Agreement by the signature of any party electronically transmitted as a facsimile or scan shall have the same force and validity as an original signature. The exchange of copies of this License Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("PDF") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this License as to the parties and may be used in lieu of the original License Agreement or all purposes.

**IN WITNESS WHEREOF**, Licensor and an authorized representative of CBP have caused this License Agreement to be executed.

**For Licensor:**

**City of Laredo**

By: \_\_\_\_\_ on \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

**For U.S. Customs and Border Protection:**

\_\_\_\_\_ on \_\_\_\_\_  
David Bell Date  
Real Estate Lead-Infrastructure Program  
Program Management Office Directorate  
United States Border Patrol

**Licensor requires notification prior to entry.    Yes        No    (please circle one)**

If yes, please provide point of contact for entry notification:

Name (print): \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

# Exhibit A



**CERTIFICATE OF AUTHORITY**  
*(Applicable for Corporations and Organizations)*

I, \_\_\_\_\_ (*name*), certify that I am the  
\_\_\_\_\_ (*position held in*  
*organization*) of City of Laredo duly organized and registered in the State of Texas;  
that \_\_\_\_\_ (*executor of instrument*), who signed the foregoing instrument on  
behalf of the Licensor, was then \_\_\_\_\_ (*position of executor of*  
*instrument*) of said City of Laredo, I further certify that the said officer was acting within the scope  
of powers delegated to this officer by the governing body of the grantee in executing said  
instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand, and the seal of City of  
Laredo, this \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENT OF TENANT  
(if applicable)

I hereby consent to the use of the Properties by the Government in accordance with this license agreement.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Printed Name

Tenant's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

\_\_\_\_\_

**Tenant requires notification prior to entry.    Yes            No    (please circle one)**