

SITE ANALYSIS MEMORANDUM OF UNDERSTANDING

THIS SITE ANALYSIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered as of [_____], 2017 by _____ (“Landowner”), the **Housing Authority for the City of Laredo** (the “Laredo Housing Authority” or the “LHA”), and the **City of Laredo** (the “CITY”).

P R E A M B L E

The LHA’s and CITY’s intended purpose is to positively respond to a community concern resulting from the condition of the property known as the “Former Hospital Building, 1500 Logan” and to search for options and interventions that could result in improving the neighborhood conditions, and the health, safety, and general welfare of its residents. In this instance, the LHA’s and CITY’s mission is to promote and work diligently, where possible and appropriate, to provide public services that lead to increased and improved living conditions and the quality of life of all residents.

RECITALS

A. Landowner is the owner of the real property generally described as the “Former Hospital Building, 1500 Logan” and legally described on EXHIBIT A attached hereto and incorporated herein (“Landowner Property”). The Landowner Property is not currently in use and has not been in use for approximately 17 years. The Landowner recognizes that, due to its dormancy, the Landowner Property has become a blight to the neighborhood, and the Landowner therefore acknowledges the need to explore any possible prospects that may ameliorate negative impacts to the health, safety, and general welfare of the neighborhood and community as a whole.

Therefore, the Landowner is interested in cooperating with the LHA and the CITY to provide complimentary copies of all of Landowner’s available information relative to the Landowner Property to assist the LHA and the CITY to determine the Landowner Property’s condition, value, and potential uses that could result in a community benefit. The Landowner information should include, if it exists, all property analyses, including feasibility studies or work conducted, including surveys, appraisals, environmental testing and remediation, engineering and architectural plans or studies, construction estimates, financial studies or projects, and any other relevant studies. The Landowner also agrees and hereby authorizes third parties, which have prepared Landowner reports, to discuss, communicate and meet with the LHA and the CITY over any reports they may have prepared for the Landowner, but at no cost to the Landowner. The Landowner acknowledges, agrees and hereby authorizes the LHA and the CITY to release such information to any third-parties as the LHA and the CITY

determine reasonably necessary to discuss and analyze property-related studies and information. Finally, the Landowner acknowledges and agrees that any such documents shared by the Landowner with the LHA and the CITY may become public information available to any member of the public who requests such documents of the LHA or the CITY.

The Landowner also agrees to permit the LHA and the CITY, including their employees, agents and consultants, free and open access to the Landowner Property and records related to the Landowner Property to assist the LHA and the CITY. Such access includes granting permission to the LHA and the CITY to conduct, at the sole cost (if any) to the LHA and CITY, any inspections, preliminary tests, surveys, any project feasibility work, or other technical analyses and reviews to better assess any options – including demolition, reuse or redevelopment opportunities.

Add that any costs associated with the site analysis are to be shared by the LHA and the City of Laredo, however, the landowner will reimburse the City and LHA at the time the landowner and/or his agents or assigns have reconstructed, rehabilitated, sold, conveyed and/or demolished the building(s).

B. The LHA and the CITY are interested in working with the Landowner to conduct a preliminary site analysis, without a known commitment as to property use or finality. In this regard, the LHA and the CITY agree to provide and review complimentary copies of all available information they obtain or produce relative to the Landowner Property to determine whether the Landowner Property can be used, redeveloped, or demolished. The LHA and the CITY (and others in the community as a whole) are entertaining courses of action that benefit the neighborhood and community.

The LHA and the CITY may, at the sole cost to the LHA and the CITY as determined as necessary by the LHA and the CITY, conduct any preliminary tests, surveys, or other technical analyses and reviews to better assess the property condition and potential reuse or redevelopment opportunities. The LHA and the CITY also agree to provide to the Landowner complimentary copies of such preliminary tests, surveys, or other technical analyses and reviews.

Should the LHA or the CITY receive a public information request for documents related to the Landowner Property, the LHA and the CITY agree to endeavor to protect any confidentiality possible by seeking an opinion from the Texas Attorney General. Additionally, pursuant to section 552.305 of the Government Code, the LHA and the CITY agree to notify the Landowner of such a request so that the Landowner can submit its legal arguments to the Texas Attorney General. In any case, neither the LHA nor the CITY represent that any shared information will be ultimately determined to be confidential by the Texas Attorney General.

ADDITIONAL TERMS

1. **Compliance with Laws, Rules, Restrictions, and Regulations.** The parties to this MOU shall at all times exercise their rights herein in accordance with all applicable statutes, orders, rules, and regulations.
2. **INDEMNIFICATION. THE LANDOWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE OTHER PARTIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), LIENS (INCLUDING MECHANICS' LIENS), DAMAGES, SUITS OR CLAIMS ASSERTED AGAINST OR INCURRED IN CONNECTION WITH, ARISING FROM, OR DUE TO THIS MOU AND ITS RESPECTIVE OBLIGATIONS. THIS INDEMNIFICATION SHALL EXTEND IN EQUAL MEASURE TO THE CITY'S OFFICIALS, COMMITTEE MEMBERS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS MOU.**
3. **No Consequential Damages.** Neither party shall claim or be awarded any incidental, punitive, or consequential damages due to the default of or breach by the other.
4. **Entire Understanding.** The parties hereto hereby agree that the parties have not made any representations, statements, warranties, or agreements to the other with respect to any condition or matters other than as specifically set forth herein. This MOU embodies the entire understanding of the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This MOU may be amended or modified only by an instrument in writing signed by the parties hereto.
5. **Notices.** Notices required to be in writing under this MOU shall be personally served or sent by certified mail return receipt requested or delivery by a recognized national overnight courier which record verification of delivery. Any notice given by hand shall be deemed given when delivered and any notice sent by certified mail return receipt requested or delivery shall be deemed to have been received when three days have elapsed from the time such notice was deposited in the U.S. mail, postage prepaid, and addressed as follows:

If to the Landowner: _____

If to the LHA: _____

If to the CITY: Horacio De Leon, City Manager
P.O. Box 579
Laredo, Texas 78040

Any party may change the address to which notices may be given by giving notice as above provided.

6. No Property Acquisition. It is understood by the parties to this MOU that the MOU does not amount to a conveyance of the Landowner Property or a promise or other obligation to purchase, convey, or lease the Landowner Property. It is also the intention and understanding of the parties that nothing contained in this MOU, expressed or implied, will confer upon any person or entity, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this MOU other than as described herein.

7. Termination. The termination of this MOU shall release the parties (as applicable) from any obligation with respect to any matter occurring prior to such termination.

8. Attorneys' Fees. The parties agree to waive any claims for attorneys' fees should any dispute under this MOU arise.

9. Choice of Law; Venue. This MOU shall be governed by the law of the State of Texas, and venue shall lie in Laredo, Webb County, Texas.

10. Warranty and Representation. The parties each represent to the other that the person or persons executing this MOU have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to entry into this MOU, and the obligations hereunder, have been obtained.

11. Negation of Partnership or Joint Venture. None of the terms or provisions of this MOU shall be deemed to create a partnership between or among the parties, nor shall it cause them to be considered joint ventures, joint venturers, or members of any joint enterprise.

12. Singular and Plural. Whenever required by the context of this MOU, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.

13. Severability. Invalidation of any of the provisions contained in this MOU, or of the application thereof to any person, by judgment or court order shall in no way affect any of the

other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

14. Captions and Capitalized Terms. The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this MOU. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this MOU.

15. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

16. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of respective parties and their respective successors and assigns.

17. Counterparts. This MOU may be executed in counterparts, each of which shall be considered an original, but the counterparts together.

18. Time. Time is of the essence under this MOU.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Site Analysis Memorandum of Understanding as of the date first above written.

LANDOWNER: _____

By: _____

STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on _____, 2017, by _____, on behalf of said nonprofit corporation.

Notary Public, State of Texas
Commission Expires: _____

Laredo Housing Authority: _____

By: _____

STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on _____, 2017, by _____, on behalf of said nonprofit corporation.

Notary Public, State of Texas

Commission Expires: _____

City of Laredo:

By:

Horacio De Leon, City Manager

STATE OF TEXAS

§

§

COUNTY OF WEBB

§

This instrument was acknowledged before me on _____, 2017, by _____, on behalf of said nonprofit corporation.

Notary Public, State of Texas

Commission Expires: _____

EXHIBIT A

Legal Description of the Landowner Property

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