

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE
AND HIDALGO COUNTY**

THIS Agreement is made on this the _____ day of _____, 2008 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Irrigation District has rights and interest in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas as more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

WHEREAS, Irrigation District has rights and interest in property consisting of drainage facilities and adjacent land to such drainage facilities (the "Ditches") adjacent to or relatively near the Irrigation Facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

WHEREAS, Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

WHEREAS, Irrigation District desires for Hidalgo County to initially jointly use, maintain and improve all of its Ditches and later convey to Hidalgo County the Ditches for drainage purposes;

WHEREAS, Irrigation District desires to grant an easement to Hidalgo County in, over and across its Irrigation Facilities to the extent Hidalgo County deems it advisable or necessary to access the Ditches over, across and through the Irrigation Facilities or utilize such easement for the expansion, repair maintenance or operation of the Ditches (the "Easement");

WHEREAS, Hidalgo County desires to utilize the Ditches and in some instances acquire additional right of way in the name of the Hidalgo County

for the purpose of expanding the width and depth of the Ditches to provide better drainage for areas of Hidalgo County;

WHEREAS, Hidalgo County will expand the Ditches in accordance with plans and specifications;

WHEREAS, Hidalgo County further desires to maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

WHEREAS, Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof;

WHEREAS, Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair maintain and operate the Ditches described above;

NOW, THEREFORE, Hidalgo County and Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation District grants Hidalgo County an easement to utilize jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches for drainage and shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement.
2. Within six months of the date of this Agreement, Hidalgo County, will, at the sole expense of Hidalgo County begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. Hidalgo County will have a period of five (5) years to complete the surveys and legal descriptions.
3. Irrigation District, during such five (5) year period described in numbered paragraph 2 upon presentation by Hidalgo County of surveyed metes and bound descriptions of various phases of the Ditches shall grant, sell, transfer and convey to Hidalgo County the Ditches and shall execute for each such phase of the Ditches so surveyed and described a Quit claim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2.
4. Irrigation District will execute the documents attached hereto as Exhibits D-1, D-2, E and F within ten (10) days of the date of presentment by Hidalgo County of such metes and bounds

description for that phase of the Ditches surveyed thereby transferring and conveying the Ditches to Hidalgo County.

5. Irrigation District shall locate and find at least four (4) persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Hidalgo County of Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.
6. Irrigation District in many areas owns or has rights to adjacent property to the Ditches utilized by Irrigation District for irrigation purposes and Irrigation District grants, and conveys an easement over and across the Irrigation Facilities to Hidalgo County for access to and use of such Irrigation Facilities for any purpose relating to the expansion, construction, repair, maintenance and operation of the Ditches. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to Drainage District for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities on the Irrigation Facilities within ten (10) days following the date of presentment of same by Hidalgo County.
7. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities adjacent to Ditches to any party without first offering, in writing, the Irrigation Facility and/or Irrigation Properties to Hidalgo County at no cost. Hidalgo County shall have sixty (60) days to determine whether Hidalgo County desires to accept or reject such offer of the Irrigation Facility that Irrigation District desires to transfer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 7 within sixty (60) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility.
8. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of Hidalgo County.

9. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such filed drain or agricultural or sub soil drain is draining only agricultural lands and no part of any such land is used for any non agricultural use. Upon any subdivision of any such agricultural property, applicable subdivision regulations at the time of such subdivision shall govern the continued availability and/or use of such drains.
10. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County.
11. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches and/or any Irrigation Facilities or Irrigation Properties conveyed by Irrigation District to Hidalgo County.
13. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
14. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Hidalgo County, and not otherwise.
16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty

(60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

17. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

18. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78541

If to Irrigation District: Hidalgo County Irrigation District No.
2
Attention: Board of Directors
P. O. Box 870
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

19. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

20. **Successors.** This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

21. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.
22. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
24. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Irrigation District in accordance with its terms.
25. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY IRRIGATION DISTRICT ONE

By: _____
Robert L. Bell, Jr., BOARD PRESIDENT

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

All irrigation facilities and adjacent property, including but not limited to irrigation ditches, pipelines, pumps and gates as depicted on the map attached hereto as Exhibit A.

EXHIBIT "B"

All drainage facilities and adjacent land thereto, other than Irrigation Facilities, whether held by fee or easement, by Hidalgo County Irrigation District No. One located in the following described two areas:

Area 1: An area described as Rogers Road for the northern boundary of Area 1 Mile 17½ for the southern boundary of Area 1, Rooth Road for the western boundary of Area 1, and McColl Road for the eastern boundary of Area 1; and

Area 2: An area described as Monte Christo Road for the northern boundary of Area 2, Curve Road for the southern boundary of Area 2, Doolittle Road for the western boundary of Area 2 and FM 493 for the eastern boundary of Area 2.

EXHIBIT "C"

STATE OF TEXAS §

COUNTY OF HIDALGO §

That Hidalgo County Irrigation District No. One for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, have Granted, Bargained and Conveyed and by these presents do Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas, described as follows, to wit:

See Exhibit A incorporated herein at this point for all purposes.

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT BUT NOT TO INCLUDE THE BERM AREAS TO BE ESTABLISHED BY GRANTEE.

CROPS EXISTING IN THE PROPOSED RIGHT OF WAY ON THE DATE OF EXECUTION SHALL BE PERMITTED TO BE HARVESTED. NO COMPENSATION WILL BE PAID FOR CROPS WHICH ARE PLANTED AFTER THE DATE OF EXECUTION.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO THE OWNERS OF SUCH OIL, GAS AND OTHER MINERALS OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME.

WITNESS our hands this the ____ day of _____, 2008.

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 2008.

Notary Public State of Texas

Quitclaim

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.

Date: _____, 200__

Grantor: Hidalgo County Irrigation District No. One

Grantor's Mailing Address: P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Grantee: Hidalgo County

Grantee's Mailing Address: 100 E. Cano, 2nd Floor
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements): See Exhibit A attached hereto and incorporated herein at this point for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

Hidalgo County Irrigation District No. One

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 200__
by _____, of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE,
in the capacity therein stated.

Notary Public, State of Texas

**EXHIBIT
D-1**

TRANSFER OF EASEMENTS

Date: _____, 2008

Holder of Easements: Hidalgo County Irrigation District No. One

Holder's Mailing Address: Board of Directors
P. O. Box 870
Edinburg, Texas 78540

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's
Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder of Easements as shown by map attached hereto as Exhibit A.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder of Easements sells, transfers, conveys and quit claims to Transferee, all of Holder's of Easements right, title and interests in the Easements effective as of the Date stated above.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____

ACCEPTED:

HIDALGO COUNTY

By: _____
Juan De Dios ("J.D.") Salinas, III, Chairman
Board of Directors

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ____ day of _____, 2008 by of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity stated therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

AFFIDAVIT

DATE: _____, 2008

AFFIANT: _____

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant has personal knowledge that the real property known as _____ and as identified in the attached Exhibit "A" has been used as a drainage ditch ("Drainage Ditch") by Hidalgo County Irrigation District No. One for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Hidalgo County Irrigation District No. One for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Hidalgo County Irrigation District No. One and to the best of his/her knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch, other than Hidalgo County Irrigation District No. One.

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Hidalgo County Irrigation District No. One to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Hidalgo County Irrigation District No. One has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than 10 years and that the use of the Drainage Ditch by Hidalgo County Irrigation District No. One has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

SUBSCRIBED AND SWORN TO before me on _____ by _____

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____,
2008 by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "E"

EASEMENT AND ACCESS AGREEMENT

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.

Date:

First Party: Hidalgo County Irrigation District No. One

First Party's Mailing Address: Hidalgo County Irrigation District No. One
P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Hidalgo County, Texas 78541

First Party's Property: See Exhibit "A" attached hereto and incorporated herein at this point for all purpose.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None

Exceptions to Warranty of First Party's Property: None

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's successors, and assigns forever. First Party binds First Party and First Party's,

successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under First Party but not otherwise.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.
2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere with improvements to the Easements made by Second Party.
3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First party's Properties without interference except as set forth in this Agreement and to use any portion of First Party's Properties in exercising the Easements. Second Party may make improvements to First Party's Properties, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.
4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.
5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference

and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and

are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Hidalgo County Irrigation District No. One

By: _____

Its: _____

Hidalgo County

By: _____

Its: _____

ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2008
by _____, of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE,
in the capacity therein stated.

Notary Public, State of Texas

EXHIBIT "F"

EXHIBIT A

Easement and Access Agreement

All rights, title and interests in and to all easements held by Hidalgo County Irrigation District No. One in and to all drainage ditches of Hidalgo County Irrigation District No. One as shown by the map attached hereto as Exhibit A.