

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2  
AND COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the 4th day of June, 2009, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, hereinafter referred to as "Holder" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Holder is a political subdivision created under the laws of the State of Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, Holder holds a right of way more particularly described in "Exhibit "A" attached hereto and incorporated herein at this point for all purposes (the "Right of Way");

**WHEREAS**, the County desires to locate a drainage line in the Right of Way for its use and the use of Holder in order to improve drainage in the vicinity.

**NOW, THEREFORE**, Holder and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Holder agrees to allow County to construct, reconstruct, excavate, dig, maintain and operate a drainage line (the "Line") necessary for the disposal of accumulated and excessive rainfall and/or flood water together with free ingress and egress at all reasonable times to and from the Right of Way for the doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing, excavating, digging, maintaining and operating the Line in along, over and across the Right of Way. County agrees to include in its plans and specifications and in the construction of the Line interconnections (tie-ins) to existing subsurface drain laterals that County encounters when installing the Line when, the Line intersects such subsurface drain laterals and plug existing inlets of such laterals drains into the existing drainage pipeline of Holder which runs parallel with the Line, provided such laterals are at or above the depth of the Line. County agrees to connect any subsurface drain laterals that the Line intersects, to the Line provided that

County encounters such subsurface drain laterals in the construction of the Line and such subsurface drain laterals are at a depth no deeper than the Line.

2. If either Holder or County damages any asset or improvement of the other within the Right of Way, Holder or County so damaging such asset or improvement of the other within the Right of Way shall pay all costs of such of the damage so caused to the other.
3. The parties agree that , COUNTY IS UTILIZING THE RIGHT OF WAY "AS IS," "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF HOLDER AND COUNTY TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE RIGHT OF WAY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS, (BOTH SURFACE AND SUBSURFACE); DRAINAGE OR OTHER CONDITIONS EXISTING AT THE RIGHT OF WAY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL, POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE RIGHT OF WAY, AND (VI) ALL OTHER WARRANTIES, AND REPRESENTATIONS WHATSOEVER.
4. For value received, Holder of Right of Way represents to County that Holder has utilized the Right of Way rights to the Right of Way for more than thirty (30) years.
5. The parties agree that this Interlocal Cooperation Agreement shall be filed and recorded in the official records of Hidalgo County, Texas.
6. Holder grants to County, all and singular, the right to utilize the Right of Way and all rights appurtenant thereto, unto County, its successors or assigns until the Line is declared permanently abandoned by the County, in which event said rights to utilize the Right of Way by County shall cease and terminate and revert appurtenant thereto to Holder, or Holder's successor and assigns.

7. County, to the extent allowable by law, agrees to hold Holder harmless from any and all damages and expenses arising out of the construction and maintenance of the Line with respect to claims of third parties, which arise out of the construction and maintenance of the Line.
8. **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.
9. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and 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 the Holder and County, and not otherwise.
10. **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.
11. **Authority to Execute.** The execution and performance of this Agreement by Holder and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Holder and County in accordance with its terms.
12. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for 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 IRRIGATION  
DISTRICT NO. 2**

Printed: ALLEN ARNOLD  
Name: Allen Arnold  
Title: PRESIDENT- BOARD OF DIRECTORS

**HIDALGO COUNTY**

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J. D. Salinas, III  
County Judge

ATTEST:

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Arturo Guajardo, Jr., County Clerk

Approved as to Form:

ATLAS & HALL, LLP

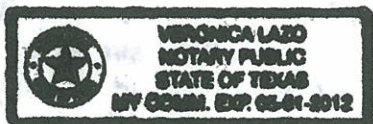
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By: Stephen L. Crain

**ACKNOWLEDGMENT**

STATE OF TEXAS     §  
                                  §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 4<sup>th</sup> day of JUNE 2009 by ALLEN ARNOLD, in the capacity therein stated.



*Veronica Lazo*  
Notary Public, State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS     §  
                                  §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2009 by **J.D. Salinas, III**, in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:

HIDALGO COUNTY IRRIGATION  
DISTRICT NO. 2  
Attention: President



DESCRIPTION OF 2.952 ACRES OF LAND  
OUT OF BLOCK 39, ALAMO LAND AND  
SUGAR COMPANY SUBDIVISION  
HIDALGO COUNTY, TEXAS

Being 2.952 acres of land situated in Hidalgo County, Texas, and being out of Loma Linda Estates I, as per map recorded in Volume 27, Page 119, Loma Linda Estates II, as per map recorded in Volume 27, Page 117, Loma Linda Estates III, as per map recorded in Volume 29, Page 94, Chula Vista Estates, Phase I, per map recorded in Volume 24, page 47B, Country Palms RV Park per map recorded in Volume 50, Page 145, Citriana Village as per map recorded in Volume 21, Page 97, and out of Lots 2, 3 and 7, Block 39 of the Alamo Land and Sugar Company Subdivision as per map recorded in Volume 1, Page 24 of the Hidalgo County Map Records, and said 2.952 acre tract being more particularly described by metes and bounds as follows:

COMMENCING for reference at the southwest corner of said Loma Linda Estates I and the southwest corner of Lot 1, Block 39 of the said Alamo Land and Sugar Company Subdivision; THENCE, South 81°30' East, 145.00 feet, with the south line of said Loma Linda Estates I, to a ½-inch iron rod found for the southwest corner of Lot 24 of said Loma Linda Estates I and the POINT OF BEGINNING of said tract herein described;

THENCE, North 08°30' East, 25.00 feet, with the east line of a drain ditch right of way and with the west line of Lot 23 of said Loma Linda Estates I to a point for the northwest corner of said tract herein described;

THENCE, South 81°30' East, with the north line of a 25 feet wide irrigation easement, at a distance of 255.00 feet pass the common line of Loma Linda Estates I and Loma Linda Estates II, at a distance of 515.00 feet pass the common line of said Loma Linda Estates II and Loma Linda Estates III, and continuing for a total distance of 1835.00 feet to a point for corner;

THENCE, South 08°30' West, 5.00 feet, with the east line of said Loma Linda Estates III to a ½-inch iron rod found for the southeast corner of said Loma Linda Estates III and an interior corner of said tract herein described;

THENCE, South 81°30' East, with a line that is parallel to the south line of said Lots 2 and 3, at a distance of 660.00 feet pass the common line of said Lots 2 and 3, and continuing for a total distance of 1980.00 feet to a point for the northeast corner of said tract herein described;

THENCE, South 08°30' West, with the east line of said Lot 3, at a distance of 20.00 feet pass a ½-inch iron rod found for the southeast corner of said Lot 3 and continuing for a

Page 2  
2.952 acres

total distance of 30.00 feet to a point for the southeast corner of said tract herein described;

THENCE, North 81°30' West, 330.00 feet, with a line that is parallel to the north line of said Lot 6 to a point for corner;

THENCE, South 08°30' West, 5.00 feet, with the east line of said Citriana Village to a point for corner;

THENCE, North 81°30' West, with the south line of a 15 feet wide utility easement, at a distance of 700.00 feet pass the common line of said Citriana Village and Country Palms RV Park, and continuing with the south line of a 15 feet wide H.C.I.D. #2 easement for a total distance of 990.00 feet to a point for corner;

THENCE, North 08°30' East, 5.00 feet, with the west line of said Country Palms RV Park to a point for corner;

THENCE, North 81°30' West, with a line that is parallel to and located 10 feet south of the north line of said Lots 7 and 8, at a distance of 1320.00 feet pass the common line of said Lots 7 and 8, at a distance of 1730.00 feet pass the east line of said Chula Vista Estates, Phase I, and continuing with the south line of a 10 feet wide field drain easement for a total distance of 2495.00 feet to a point for the southwest corner of said tract herein described;

THENCE, North 08°30' East, 10.00 feet, with the east line of a drain ditch right of way to the POINT OF BEGINNING and containing 2.952 acres of land more or less.

Surveyed: December 17, 2009

Basis of bearings: south line of Loma Linda Estates I, II and III

16932  
3-04-09

  
Reynaldo Robles, R.P.L.S. #4032

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2. If either Holder or County damages any asset or improvement of the other within the Right of Way, Holder or County so damaging such asset or improvement of the other within the Right of Way shall pay all costs of such of the damage so caused to the other.
3. The parties agree that , COUNTY IS UTILIZING THE RIGHT OF WAY "AS IS," "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF HOLDER AND COUNTY TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE RIGHT OF WAY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS, (BOTH SURFACE AND SUBSURFACE); DRAINAGE OR OTHER CONDITIONS EXISTING AT THE RIGHT OF WAY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL, POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE RIGHT OF WAY, AND (VI) ALL OTHER WARRANTIES, AND REPRESENTATIONS WHATSOEVER.
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DISTRICT NO. 2**

Printed: ALLEN ARNOLD  
Name:   
Title: PRESIDENT- BOARD OF DIRECTORS

**HIDALGO COUNTY**

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J. D. Salinas, III  
County Judge

ATTEST:

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Arturo Guajardo, Jr., County Clerk

Approved as to Form:

ATLAS & HALL, LLP

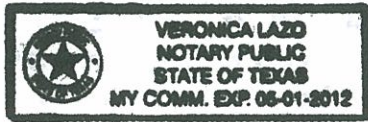
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By: Stephen L. Crain

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
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*Veronica Lazd*  
\_\_\_\_\_  
Notary Public, State of Texas

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Surveyed: December 17, 2009

Basis of bearings: south line of Loma Linda Estates I, II and III

16932  
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Reynaldo Robles, R.P.L.S. #4032