

2. San Juan agrees to reimburse County for any and all costs associated with acquisition of right-of-way within the San Juan city limits and ETJ within thirty (30) days of receipt of invoice from County by San Juan.

2. The paragraph numbered 3 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

3. San Juan further agrees to reimburse County under the same terms and conditions set forth in paragraph 2 above, for any and all expenses incurred by County directly or indirectly related to right-of-way acquisition for the Project, including but not limited to, cost of land; title policies; appraisals; recording fees; closing costs; any necessary legal services; and other associated expenses related to acquisition or condemnation of right-of-way within the city limits and ETJ of San Juan.

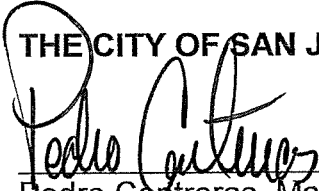
3. The paragraph numbered 4 of the Agreement is deleted in its entirety.

4. The paragraph numbered 5 of the Agreement is deleted in its entirety and replaced with the following:

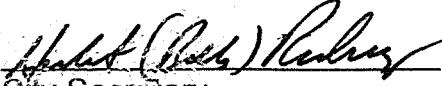
5. The parties will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

5. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the City of San Juan and the County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

THE CITY OF SAN JUAN

Pedro Contreras, Mayor

ATTEST:


City Secretary

COUNTY OF HIDALGO

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain