

STATE OF TEXAS X

COUNTY OF HIDALGO X

MEMORANDUM OF UNDERSTANDING

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE** located in Hidalgo County, Texas; hereinafter called “HIDTA”, and **HIDALGO COUNTY PRECINCT TWO** of Hidalgo County, Texas; hereinafter called “PRECINCT TWO”.

- I. Parties heretofore mentioned desire to enter into this Agreement for purposes of allowing PRECINCT TWO to use and utilize a tract of real property owned and under the control of HIDTA for purposes of dumping and/or storing dirt and soil that PRECINCT TWO has removed, or will remove, from locations of several jobsites;
- II. In exchange for PRECINCT TWO being allowed to use and utilize the property, PRECINCT TWO shall clear the subject property of existing debris and brush, etc.;
- III. This Agreement shall become effective on the date it is signed and shall remain in effect for one (1) year from said date. This Agreement shall expire one (1) year from that date, unless one or the other parties terminate this Agreement in writing prior to that date, and the parties must enter into a new Agreement upon the expiration of this Agreement.

THEREFORE, this MEMORANDUM OF UNDERSTANDING is hereby made and entered into by
HIDTA and PRECINCT TWO for the mutual considerations stated herein.

The real property in question is more particularly identified by its legal description as follows:

A tract of land situated in Hidalgo County, Texas containing 10.00 acres being all of Lot 3, Block 53, lying east of First Terrace and the West 10.00 feet of Lot 4, Block 53, Alamo Land and Sugar Company Subdivision, a resubdivision of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas

HIDTA as the owner of the above-described property, agrees to allow PRECINCT TWO to use and utilize said property for the dumping and/or storage of dirt and soil that PRECINCT TWO shall remove from the jobsites of one or more projects currently underway or contemplated.

In exchange, PRECINCT TWO agrees that it shall clear the property of all debris and brush during the duration of this Agreement.

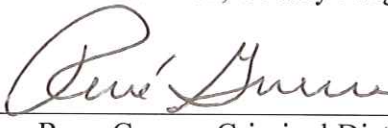
PRECINCT TWO further agrees that it will use the property in a safe and resourceful manner and will not cause damage to any structure or attachment located on or under said property.

PRECINCT TWO shall be solely responsible for the safekeeping and security of any and all property or equipment that it places or stores on said property, including any equipment, machinery and/or vehicles and agrees to indemnify and hold harmless HIDTA from any claims for personal injury and/or property damage that relate to or concern the activities described in this Agreement.

Executed and effective this the _____ day of _____, 2010.

County of Hidalgo:

By: _____
Rene Ramirez, County Judge

By: 
Rene Guerra, Criminal District Attorney

Hidalgo County Precinct Two:

By: _____
Hector "Tito" Palacios, Commissioner
Precinct Two

Hidalgo County HIDTA Task Force:

By:  2/9/2010
Dora L. Munoz, Commander/

Approved as to Form:

By: 

Date: 2/9/2010