

STATE OF TEXAS §

COUNTY OF HDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2012, by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**, hereinafter referred to as "District," and the **COUNTY OF HIDALGO**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County currently owns two certain tracts of land situated in the Hidalgo County, Texas, more fully described on Exhibit "A" and Exhibit "B" respectively attached hereto and made a part hereof for ail purposes (hereinafter collectively referred to as the "Tracts"); and

WHEREAS, the District desires to acquire the Tracts in fee, for District purposes; and

WHEREAS, this Agreement for the proposed acquisition of the Tracts is in lieu of condemnation; and

WHEREAS, Section 272.001(b) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to a real property interest conveyed to a governmental entity that has the power of eminent domain. Such real property interests may not be conveyed, sold, or exchanged for less than the fair market value of the land. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land; and

WHEREAS, the Tracts are real property interest owned by a political subdivision;

WHEREAS, District is a governmental entity that has the power of eminent domain;

WHEREAS, an appraisal was prepared by a certified appraiser, who appraised the Tracts at \$295,663.00 (Exhibit A tract) and \$89,933.00 (Exhibit B tract) respectively; and

WHEREAS, County agrees to sell to District, who agrees to purchase, the Tracts upon the terms and conditions set forth herein.

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

1. County will convey the Tracts to District by Special Warranty Deed, together with all and singular the rights and appurtenances pertaining to the Tracts, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways, together with any improvements.

2. The conveyance of the Tracts are subject to the following exceptions (collectively the "Permitted Exceptions"):

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions as shown by title commitment.

3. Closing of the transfer of the Tract to the District ("Closing") shall take place at the offices of Atlas, Hall & Rodriguez, LL.P., 818 Pecan, McAllen, Texas, on or before September 1, 2012, or at such earlier time, date and place as County and District may agree upon.

4. At Closing, District shall pay the County the sum of \$385,596.00 and recording fees.

5. At Closing, County shall deliver to District:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tracts in fee simple free and clear of any and all liens and encumbrances,

except the Permitted Exceptions as defined in numbered paragraph 2 above (the "Deed"); and

b. Possession of the Tract.

6. All costs, adjustments and expenses of Closing shall be borne as follows:

a. Each party shall pay its own attorney's fees; and

b. District shall pay the cost of recording instruments presented by the County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. If either party fails to comply with the obligations as set out in this Agreement, the other party may terminate this Agreement.

9. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

10. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered by the transferring party at the Closing, together with recording or filing fees.

12. This Agreement may not be assigned without prior written consent executed by both parties hereto.

13. Any representations, warranties, or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

14. Time shall be of the essence of this Agreement.

15. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. This Agreement shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

17. in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One
Attention: Manager
900 N. Doolittle Road
Edinburg, Texas 78541

19. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

20. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any

real estate broker or other person or entity because of the transactions contemplated herein.

21. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

22. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

The date of this Agreement is the ____ day of _____, 2012.

HIDALGO COUNTY

By: Ramon Garcia, County Judge
Print Name: _____
Title: _____

HIDALGO COUNTY DRAINAGE DISTRICT
NO. ONE

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

EXHIBIT A

METES AND BOUNDS
TRACT No.1

A 5.43 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 464.47 FEET FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 544.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF A 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 45°18'23" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 367.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 30°04'48", RADIUS = 536.24 FEET), A DISTANCE OF 281.52 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 15°13'35" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 124.61 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 35.20 FEET TO A POINT IN THE CENTERLINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 15°13'35" W, ALONG THE CENTERLINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 48.38 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE OSCAR L. GARZA TRACT (REMAINDER OF A 25.0 ACRE TRACT OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1355, PAGE 505, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.



THENCE; N 80°55' W, ALONG THE NORTH LINE OF THE OSCAR L. GARZA TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 213.51 FEET FOR THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A TOTAL DISTANCE OF 243.51 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF LOT 15 AND IN THE CENTERLINE OF DOOLITTLE ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.


THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 15 AND THE CENTERLINE OF DOOLITTLE ROAD, A DISTANCE OF 727.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.43 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



EXHIBT B

METES AND BOUNDS
TRACT No.3

A 3.33 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1302, PAGE 965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT (A 4.85 ACRE TRACT OUT OF LOTS 9, 10, 15 AND 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1229613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05' W, 40.00 FEET, AND S 80°55' E, 358.00 FROM THE NORTHWEST CORNER OF LOT 15.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE ROMAN VERA, JR. TRACT, A DISTANCE OF 495.68 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF A 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 08°59'40", RADIUS = 101.58 FEET), A DISTANCE OF 15.95 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 45°18'23" W, ALONG THE WEST LINE OF SAID 70.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 509.37 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55' W, A DISTANCE OF 186.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

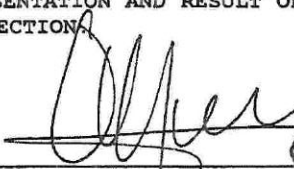
THENCE; N 09°05' E, A DISTANCE OF 424.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.33 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSES FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 7, 2012


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

