

STATE OF TEXAS §

JOINT USE AGREEMENT

COUNTY OF HIDALGO §

This Agreement is entered into effective the 24th day of July, 2012, by and between Hidalgo County Irrigation District No. 2 (the "District") and the County of Hidalgo (the "County") as follows:

WHEREAS, District has a right of way the legal description of which is more particularly described in Exhibit "A" attached hereto (the "ROW"), and the County desires to make certain drainage improvements on a portion of the ROW; and

WHEREAS, the County desires to jointly use the ROW with District for the purpose of installation, construction, repair and maintenance of a drainage pipeline and District has no objection to County's use;

WHEREAS, in consideration for consideration for District agreeing to this Joint Use Agreement County agrees at County's expense to replace District's water irrigation pipeline that lies within the boundaries of the ROW with a fifteen (15) inch water irrigation pipeline; and

WHEREAS, the parties desire to enter into a Joint use Agreement in order to utilize the ROW described above.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the County and District that each of the parties hereto may use the ROW described above for the purposes expressed under the terms, conditions and covenants as follows:

1. District hereby consents to the use by the County in perpetuity of the ROW so that County may utilize the ROW for the installation, construction, repair and maintenance of drainage improvements within the District's ROW.
2. In consideration of the District's agreement to allow the County to utilize the ROW, County shall replace and only replace at County's expense District's existing irrigation water pipeline located solely within the boundaries of the ROW with a fifteen (15) inch irrigation water pipeline. Upon completion of the replacement of such irrigation water pipeline, District shall repair and maintain at District's expense such replaced irrigation water pipeline and District agrees County shall have no responsibility to repair, replace, reconstruct or maintain such fifteen (15) inch irrigation water pipeline constructed by County.
3. Both District and County, agree that if their joint use of the ROW interferes with each other's use of the ROW and in the event it is necessary for either District or the County to alter, modify, or add to the facilities presently located within the ROW, each party agrees to notify the other party at least sixty (60) days prior to

any such activity and furnish necessary plans, specifications, and sketches showing the location and type of construction. Any such alterations, modifications, or additions shall be at the sole expense of the party conducting the same, and in, in the event it is necessary to relocate, alter, or modify the other party's improvements situated within the ROW, the party conducting the alteration, modification, or addition activities shall pay for all reasonable costs necessarily incurred by the other party in relocating or altering their improvements to accommodate the new alterations, modifications, or additions to the improvements situated within the ROW.

4. If in the opinion of either party, such alteration, modification, or new construction will injure, impair, or adversely affect the other party's use of the ROW premises, such party may prescribe such reasonable regulations as necessary for its protection provided however, that such regulations shall not extend to rerouting or relocation of any lines or improvements outside of the ROW described in Exhibit "A".
5. In the event of any emergency, when immediate action is necessary for the protection of the public and to minimize property damage and loss of investment, either party hereto may make such necessary emergency repairs as required under the circumstances. Immediately following such repairs, the party making same shall notify the other party of its action in writing, as soon as practical.
6. **Conflict with 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 and provision of their 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 latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, reflecting the subject matter 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 District and County, and not otherwise.
9. **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

16. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

17. **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.

18. **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 ninety (90) 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.

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

**HIDALGO COUNTY IRRIGATION DISTRICT
No. 2**

Allen Arnold, Board President

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: _____
Stephen L. Crain



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PEARL, TEXAS 75577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm #156 • Surveying Firm #101650

ENG09.001
MAY 10, 2012
SHEET 1 OF 3

**EXHIBIT-A
SURVEY PLAT
OF
(A 30 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 2
IRRIGATION EASEMENT AND DRAINAGE EASEMENT)
A 0.892-ACRE TRACT OF LAND
BEING 0.444 OF AN ACRE OF LAND OUT OF
PRIMAVERA II SUBDIVISION, PHASE I,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 25, PAGE 9B, M.R.H.C.
AND A 0.448 OF AN ACRE OF LAND
OUT OF LOT 7, BLOCK 8,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 0, PAGE 4, M.R.H.C.**

A 0.892-acre tract of land being 0.444 of an acre of land out of Primavera II Subdivision, Phase I, Hidalgo County, Texas, as per map recorded in Volume 25, Page 9B, Map Records of Hidalgo County, Texas, and a 0.448 of an acre of land out of Lot 7, Block 8, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 0.892-acre tract of land being more particularly described by metes and bounds follows;

Commencing at a 60 D nail found at the Northwest corner of Primavera II Subdivision, Phase I, **Thence** South 08 degrees 35 minutes 00 seconds West (South 08 degrees 26 minutes 18 seconds West), with the common line of the West line of Primavera II Subdivision, Phase I and the East line of Lot 7, Block 8, John Closner et. al. Subdivision, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEN) for the most Northerly Northeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing South 08 degrees 35 minutes 00 seconds West, with the common line of the West line of said Primavera II Subdivision, Phase I and the East line of said Lot 7, Block 8, a distance of 7.92 feet to a No. 4 rebar set (with a plastic cap stamped RGEN) at the South Right of Way line of Minnesota Road for an interior corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the South Right of Way line of said Minnesota Road, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEN) for the most Southerly Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, with the East line of an Irrigation Easement of said Primavera II Subdivision, Phase I, a distance of 1290.00 feet to a No. 4

rebar set (with a plastic cap stamped RGEC) at the South line of said Primavera II Subdivision, Phase I for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 00 seconds West, with the South line of said Primavera II Subdivision, Phase I, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southeast corner of said Primavera II Subdivision, Phase I and the East line of said Lot 7, Block 8, for an interior corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 West, with East line of said Lot 7, Block 8, a distance of 2.09 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southeast corner of said Lot 7, Block 8, for an exterior corner of this tract of land;

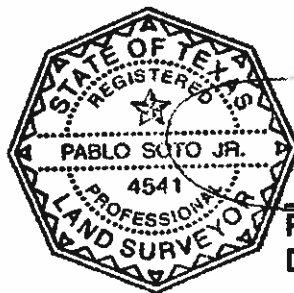
THENCE, North 81 degrees 21 minutes 18 seconds West (North 81 degrees 31 minutes 00 seconds West), with the South line of said Lot 7, Block 8, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East (North 08 degrees 26 minutes 18 seconds East), parallel to the East line of said Lot 7, Block 8, a distance of 1300.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the South Right of Way line of said Minnesota Road for the Northwest corner of this tract of land;

THENCE, South 81 degrees 21 minutes 18 seconds East (South 81 degrees 31 minutes 00 seconds East, with the South Right of Way line of said Minnesota Road, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.892 of an acre of land, more or less.

Note: Bearing basis as per Alamo Land and Sugar Company, bearing in parenthesis are as per John Closner et. al. Subdivision bearing basis.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr.
Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 6/26/12

MINNESOTA ROAD

S 08°35'00" W
(S 08°26'18" W)
20.00'

P.O.C.
FND. 60 D NAR.
S W.W. CORNER OF
PRIMAVERA II SUBD.
PHASE I.
VOL. 25, PG 9B, M.R.H.C.

40.00' ROAD
R.O.W.
20.00'

JOHN CLOSNER et. al.
SUBDIVISION
VOL. 0, PAGE 4, M.R.H.C.

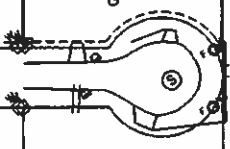
LOT 7, BLOCK 8

Scale: 1" = 100'

Bearing Basis as per A 0mo
Land & Sugar Company Subd.
Bearings in Parenthesis are as
per John Closner et al. Subd
bearing basis.

SUNSET ESTATES
VOL. 26, PAGE 43, M.R.H.C.

7 8



SUNSET ESTATES No. 2
VOL. 26, PAGE 197A, M.R.H.C.

7 8

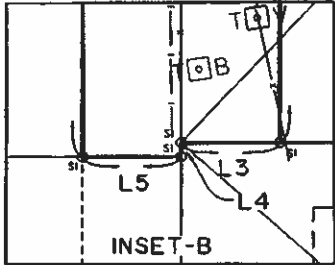
30.0' H.C.I.D. No. 2
IRRIGATION EASEMENT

500' IRRIGATION
EASEMENT

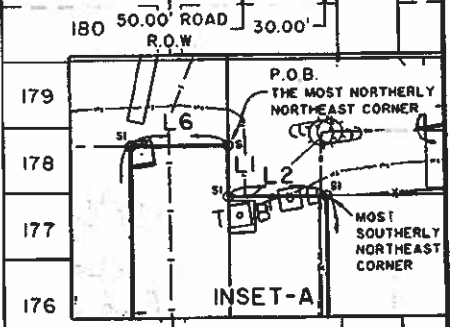
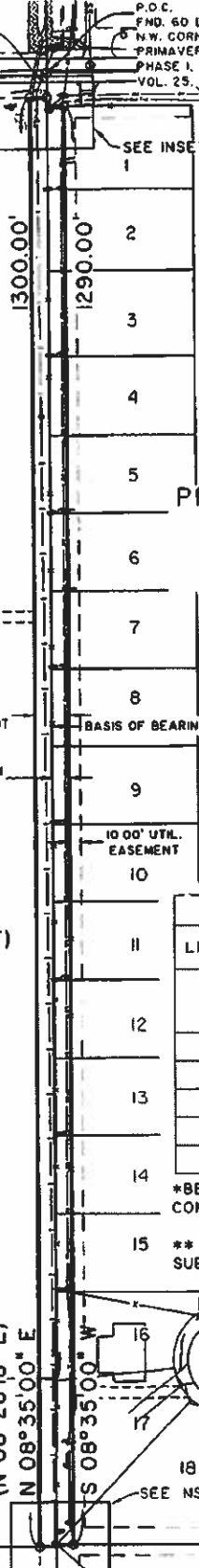
EXHIBIT-A
SURVEY PLAT
OF

(A 30 FOOT H.C.I.D. No. 2 IRRIGATION
EASEMENT AND DRAINAGE EASEMENT)
A 0.892 ACRE TRACT OF LAND
BEING 0.444 OF AN ACRE OF LAND
OUT OF PRIMAVERA II SUBDIVISION,
PHASE I,

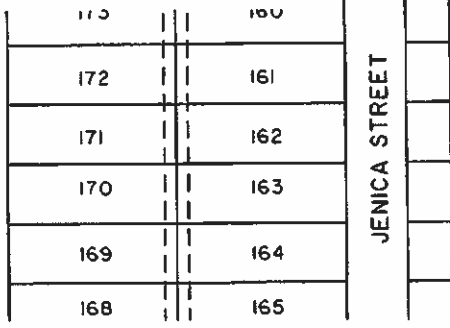
AS PER MAP RECORDED IN
VOLUME 25, PAGE 9B, M.R.H.C.
AND 0.448 OF AN ACRE OF LAND
OUT OF LOT 7, BLOCK 8,
JOHN CLOSNER et. al., SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME 0, PAGES 4, M.R.H.C.



S1 - SET No. 4 REBAR WITH A PLASTIC CAP STAMPED
RQEC UNLESS OTHERWISE NOTED



PRIMAVERA II SUBDIVISION,
PHASE I
VOL. 25, PAGE 9B, M.R.H.C.

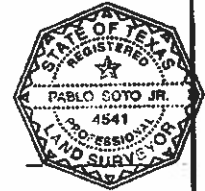


LINE DATA			
LINE No.	* BEARING	** BEARING	DISTANCE
L1	S 08°35'00" W	-	7.92'
L2	S 81°25'00" E	-	15.00'
L3	N 81°25'00" W	-	15.00'
L4	S 08°35'00" W	-	2.09'
L5	N 81°21'18" W	N 81°31'00" W	15.00'
L6	S 81°21'18" E	S 81°31'00" E	15.00'

*BEARING BASIS AS PER ALAMO LAND AND SUGAR
COMPANY SUBDIVISION

** BEARING BASIS AS PER JOHN CLOSNER
SUBDIVISION

The undersigned hereby state that this survey,
as described hereon, was made on the ground
and that the only improvements on the ground
are as shown and that there are no visible
encroachments, visible overlapping, apparent
conflicts, or visible easements, except as shown
hereon. This Survey substantially conforms to the
Minimum Standards of Practice as approved by
the Texas Board of Professional Land Surveyors.



Pablo Soto Jr.
PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/12

R. Gutierrez
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ENGINEERING F.R.M No. 486 • SURVEYING F.R.M No.: 101650-00

JOB No.: ENG09.001 DATE: 03 09 2012
DRAWN BY: RG PAGE: 3 OF 3



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Engineering Firm #486 • Surveying Firm #101650

ENG09.001
October 11, 2011
SHEET 1 OF 3

**EXHIBIT-A
SURVEY PLAT
OF
(15.00 FOOT HIDALGO COUNTY IRRIGATION
DISTRICT No. 2 EASEMENT AND PROPOSED DRAINAGE EASEMENT)
A 0.472 ACRE OF LAND OUT OF LOT 8, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26, M.R.H.C.**

A 0.472 acre of land out of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.472 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a 60 D nail found at the Southwest corner of Lot 8, Block 47, Alamo Land and Sugar Company; **Thence**, North 08 degrees 35 minutes 00 seconds East with the West line of Lot 8, Block 47, Alamo Land and Sugar Company, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the North Right of Way line of Minnesota Road for the Southwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing North 08 degrees 35 minutes 00 seconds East, with the West line of said Lot 8, Block 47, a distance of 1300.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northwest corner of said Lot 8, Block 47 for the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 8, Block 47, a distance of 44.37 feet to a No. 2 rebar set (with a plastic cap stamped RGEC) at the East line of a 20.00 foot City of San Juan Utility Easement (Document No. 1277962, O.R.H.C.) for the Northeast corner of this tract of land;

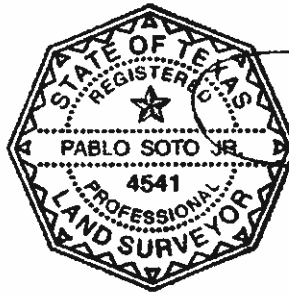
THENCE, South 08 degrees 35 minutes 00 seconds West, with the existing East line of said City of San Juan Utility Easement, a distance of 31.53 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for an exterior corner of this tract of land;

THENCE, South 82 degrees 09 minutes 20 seconds West, with a clip, a distance of 30.62 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the existing East 30.00 foot line of Hidalgo County Irrigation District No. 2 Drainage Easement for an interior corner of this tract of land;

THENCE, South 08 degree 35 minutes 00 seconds West, with the existing East line of said Hidalgo County Irrigation District No. 2 Drainage Easement, a distance of 1259.81 feet to a No. 4 rebar set (with a plastic cap stamped RGE) at the existing North Right of Way line of Minnesota Road for the Southeast corner of this tract of land;

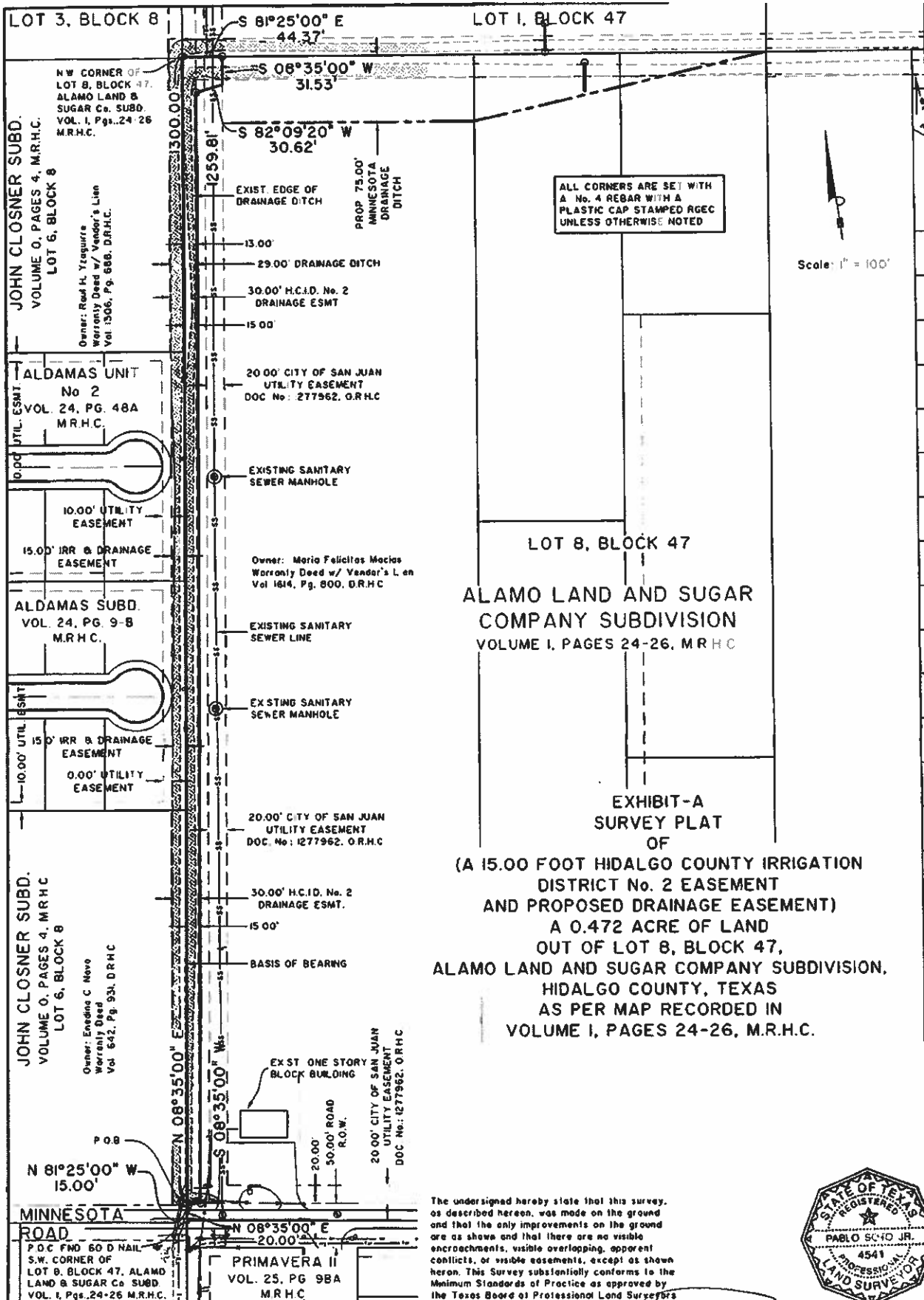
THENCE, North 81 degrees 25 minutes 00 seconds West, with the existing North Right of Way line of said Minnesota Road, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing **0.472** of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

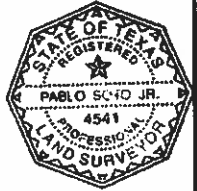


Pablo Soto, Jr.
Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 10-11-2011

Revised: 6/25/12



The undersigned hereby state that this survey, as described herein, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



Pablo Soto, Jr.
 PABLO SOTO, JR. - R.P.L.S. No. 4541
 Date: 10-11-2011 Revised 6/25/12

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 ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101653 00

JOB No.: ENG09 001	DATE: OCT. 11, 2011
DRAWN BY: RG	PAGE: 3 OF 3