

STATE OF TEXAS       §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO  
AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the, **COUNTY OF HIDALGO** hereinafter referred to as "County," and the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

WHEREAS, the District currently owns a tract of land situated in the Hidalgo County, Texas, more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Tract"); and

WHEREAS, the County desires to acquire the Tract in fee, for park purposes; and

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

WHEREAS, Subsection 272.001(b)(5) 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 unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land; and

WHEREAS, the Tract is to be conveyed to a governmental entity that has the power of eminent domain;

WHEREAS, an appraisal was prepared by a certified appraiser Leonel Garza, Jr. & Associates, LLC, who appraised the Tract at \$175,000.00 in fee; and

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

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

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

2. The conveyance of the Tract is 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.

f. The County will be responsible for replacing or paying District the fair market value for any improvements presently existing on the Tract, but not specifically listed in this Interlocal Agreement.

3. Closing of the transfer of the Tract to the County ("Closing") shall take place at the offices of ATLAS, HALL & RODRIGUEZ, LLP, 818 Pecan, McAllen, Texas, on or before May 1, 2013, or at such earlier time, date and place as District and County may agree.

4. At Closing, County shall pay the District the sum of \$175,000.00 (the "Purchase Price") and recording fees, plus the fair market value of any improvements described in number paragraph 2(f) above.

5. At Closing, District shall deliver to County:

- a. A duly executed and acknowledged Special Warranty Deed conveying the Tract 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. An Owner's Policy of Title Insurance issued by Valley Land Title in the amount of the Purchase Price insuring good and indefeasible title to the Tract in County. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Exceptions. The standard survey exception shall be deleted except to shortages in area.
  - c. Tax Certificates from all taxing authorities showing no delinquent taxes.
  - d. 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;
  - b. County shall pay the cost of recording instruments presented by the District; and
  - c. District shall pay all other costs including costs of the Owner's Policy of Title Insurance.

7. This Agreement is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by District in this Agreement. If, prior to Closing, County discovers that one or more of the representations of District herein are materially untrue or inaccurate, or if any part or all of the Tract fails to pass any inspection of any governmental entity, County shall have the option of (i) terminating this Agreement and or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Agreement.

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

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

10. 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.

11. 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.

12. 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.

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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 District:                      Edinburg Consolidated Independent School District  
   Attention: Dr. Rene Gutierrez, Superintendent  
   411 N. 8<sup>th</sup> Street  
   Edinburg, Texas 78541

If to County:                         County of Hidalgo  
   Attention: Ramon Garcia, County Judge  
   302 W. University Dr.  
   Edinburg, Texas 78539

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

21. 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.

22. 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.

23. 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.

24. In the event that this Agreement or any provision hereof is construed or

determined to be ambiguous by any court of law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Agreement and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

The date of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., Hidalgo County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain



**RODRIGUEZ ENGINEERING**  
 CONSULTING ENGINEER - SURVEYOR  
 P O BOX 1830 • EDINBURG TEXAS • 78540  
 PHONE (956) 491-1013 • FIRM No. 101702-00



SCALE: 1" = 100'

NOTES:  
 1. BASIS OF BEARING:  
 SOUTH LINE OF BREWSTER ELEMENTARY CAMPUS,  
 AND NORTH RIGHT-OF-WAY LINE OF F.M. 1017

**LEGEND**  
 ● - FD. 1/2" IRON ROD  
 ○ - SET 1/2" IRON ROD  
 WITH YELLOW CAP  
 STAMPED 2448

BREWSTER ELEMENTARY CAMPUS  
 E.C.I.S.D.  
 D3200-00-084-0000-07

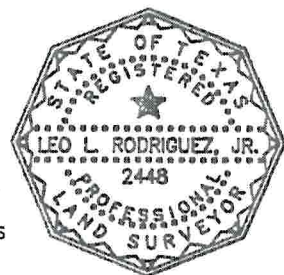
**TRACT "1"**  
 10.00 ACRES GROSS  
 (435600.910)

**PLAT SHOWING FOR TRACT "1"**

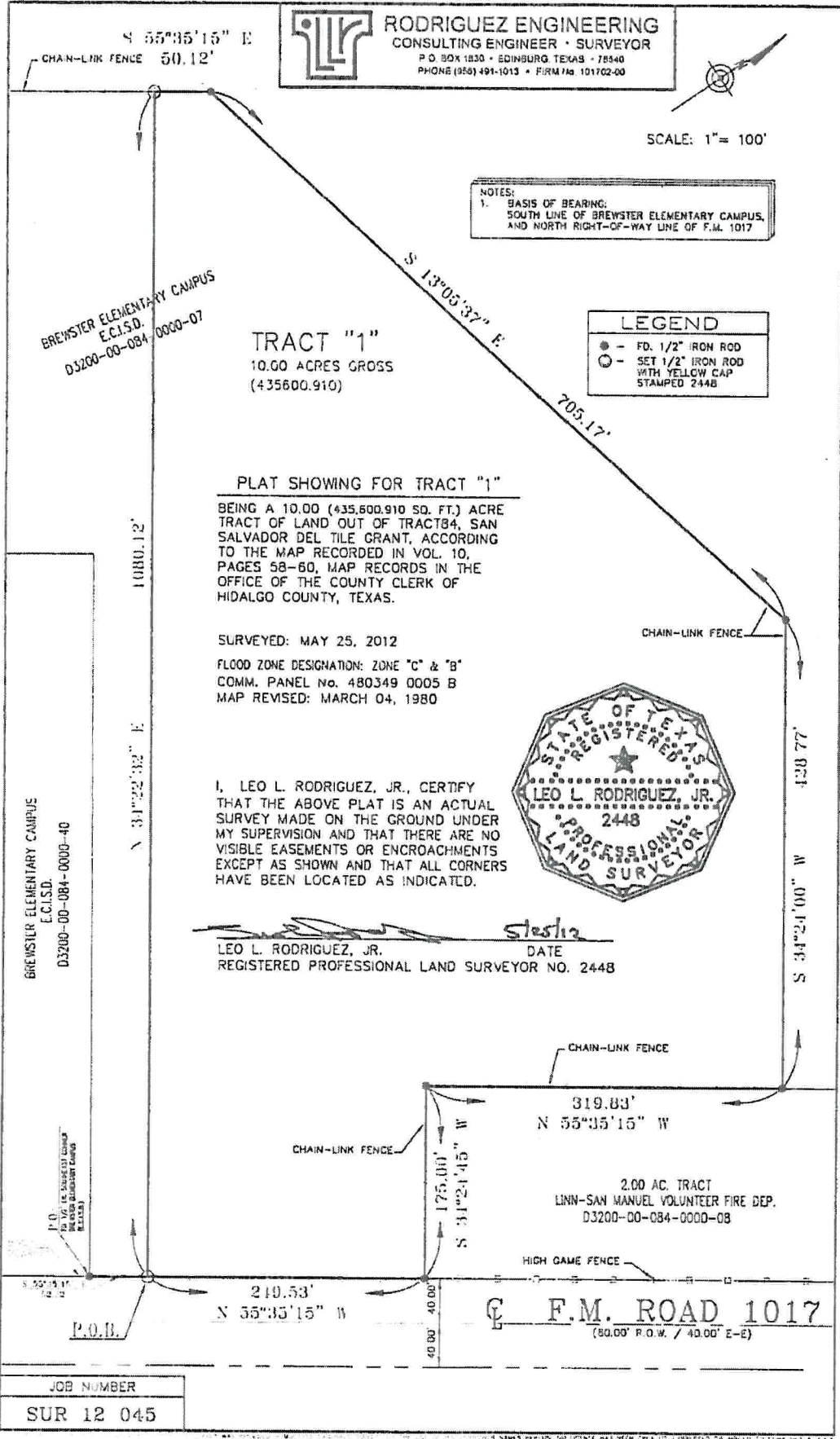
BEING A 10.00 (435,600.910 SQ. FT.) ACRE TRACT OF LAND OUT OF TRACT84, SAN SALVADOR DEL TILE GRANT, ACCORDING TO THE MAP RECORDED IN VOL. 10, PAGES 58-60, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

SURVEYED: MAY 25, 2012  
 FLOOD ZONE DESIGNATION: ZONE "C" & "B"  
 COMM. PANEL No. 480349 0005 B  
 MAP REVISED: MARCH 04, 1980

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



*Leo L. Rodriguez, Jr.*  
 LEO L. RODRIGUEZ, JR. DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



JOB NUMBER  
 SUR 12 045

MARCH 25, 2012

METES AND BOUNDS DESCRIPTION FOR TRACT 1  
A 10.00 AC. OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT,  
AN ADDITION TO THE CITY OF LINN  
HIDALGO COUNTY, TEXAS.

TRACT "1"

BEING A 10.00 (435,600.910 SQ. FT.) ACRE TRACT OF LAND OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT, ACCORDING TO THE MAP RECORDED IN VOL. 10, PAGES 58-60, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND SAID 10.00 ACRES (435,600.910 SQ. FT.) ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND HALF INCH (1/2) IRON ROD, LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 1017 AND THE SOUTHEAST CORNER OF BREWSTER ELEMENTARY CAMPUS, THENCE, SOUTH 55°35'15" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 1017, A DISTANCE OF 52.32 FEET TO A HALF INCH (1/2) IRON ROD, SET FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 34°22'32" EAST, PARALLEL WITH THE EAST LINE OF BREWSTER ELEMENTARY CAMPUS, A DISTANCE OF 1080.12 FEET TO A SET HALF (1/2) INCH IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 55°35'15" EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL A DISTANCE OF 50.12 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 13°05'37" EAST, A DISTANCE OF 705.17 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'00" WEST, A DISTANCE OF 428.77 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH LINE OF A 2.00 ACRE TRACT A DISTANCE OF 319.83 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'45" WEST, ALONG THE WEST LINE OF SAID 2.00 ACRE TRACT, A DISTANCE OF 175.00 FEET TO A HALF INCH (1/2) IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, BEING AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, A DISTANCE OF 249.53 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 ACRES (435,600.910 SQ. FT.) OF LAND, MORE OF LESS.

PREPARED BY:  
RODRIGUEZ ENGINEERING  
CONSULTING ENGINEER, SURVEYOR  
FIRM No. 101702-00

P.O. BOX 1830  
EDINBURG, TEXAS 78540  
(956) 491-1013



JOB NUMBER

SUR 12 045

SHEET 1-1