

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF SAN JUAN TEXAS**

THIS AGREEMENT (the Interlocal Cooperation Agreement) is made by and between the County of Hidalgo Texas, hereinafter referred to as “County” and the City of San Juan, Texas, hereinafter referred to as “City”, pursuant to the provisions of the Texas Interlocal Cooperation Act. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and is in effect as follows:

WHEREAS, a portion of the expansion (the project) of Nolana Loop requires right of way acquisition within the corporate limits of City

WHEREAS, the Texas Transportation Commission passed Minute Order 110266 authorizing the State to undertake a highway improvement generally described as the Nolana Loop Project FM 1426 to FM 88 (project length 51,829.5 feet of which 8,123.5 feet is inside the San Juan City Limits 8,123.5/51,829.5 is 15.7%) in Hidalgo County, Texas; (Exhibit B)

WHEREAS, Hidalgo County, Precinct 2 is available and willing to assist City by providing the required technical assistance and expertise and the initial funding for the required right of way acquisition and acquisition related costs for the Project:

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County, through Precinct 2, shall assist City with compliance and acquisition of right of way for the Project within the corporate limits of City as more particularly described in Exhibit A attached hereto. All property acquisitions and real estate matters shall be conducted in the usual and customary manner of County on an as needed basis for the Project, and all property for the project shall be acquired for (in the name of) the City. County will be solely responsible for engineering and other

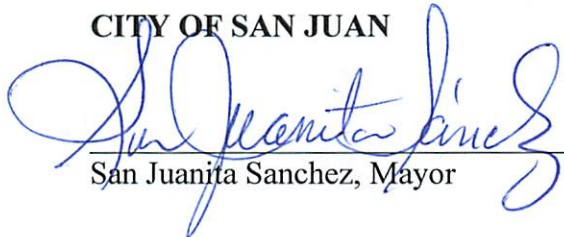
related costs. Maintenance of the existing road within the corporate limits of City shall remain the responsibility of City for the purpose of this agreement.

2. City agrees to compensate (reimburse) County against invoice for all costs (real estate, appraisals, review appraisals, title policy, recording fees, etc.) associated with such right of way acquisitions within the corporate limits of City for the Project and remit all such costs within sixty (60) days of the date of the County invoice.
3. The County may provide, upon written request from City, additional services upon such terms and conditions as may be mutually agreed to between City and County.
4. The County will inform the City of the final negotiated parcel values prior to County Commissioners' Court approval of payment/closing.
5. This Agreement shall terminate the latter of (1) year from the date first written above or completion of the acquisition of all right of way within the corporate limits of City required for the Project.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
7. **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.
8. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties 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 City and County, and not otherwise.
10. **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 created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

17. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
18. **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.
19. **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.

CITY OF SAN JUAN


 San Juanita Sanchez, Mayor

ATTEST:


 Humberto Rudy Rueda
 City Secretary

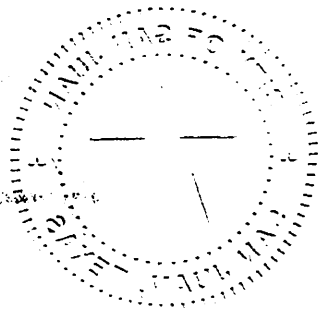
HIDALGO COUNTY


 Ramon Garcia, County Judge

APPROVED BY
 COMMISSIONERS' COURT
 ON: 9/4/12

City Managers' Office

RECEIVED
OCT 03 2012
City Manager's Office



ATTEST:


Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

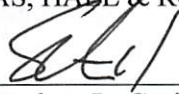
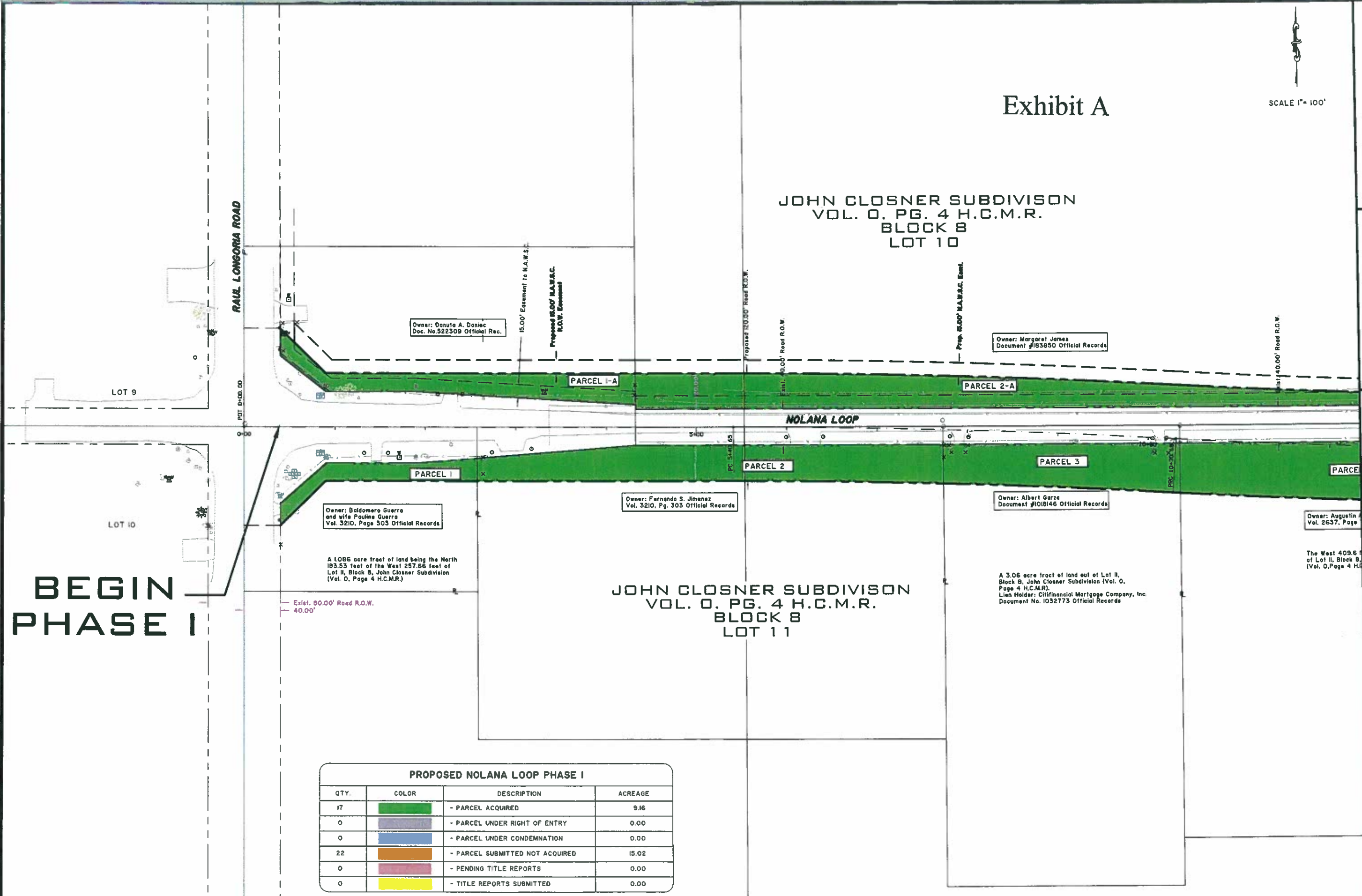
BY: 
Stephen L. Crain

Exhibit A

SCALE 1" = 100'

R. Gutierrez
Engineering Corporation
 Professional Engineers & Land Surveyors
 130 E PARK AVENUE - PHARR, TEXAS 76577
 (TEL) 361-762-2557 - (FAX) 361-762-2558
 FRM No. 488



BEGIN PHASE I

PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17	Green	- PARCEL ACQUIRED	9.16
0	Purple	- PARCEL UNDER RIGHT OF ENTRY	0.00
0	Blue	- PARCEL UNDER CONDEMNATION	0.00
22	Orange	- PARCEL SUBMITTED NOT ACQUIRED	15.02
0	Pink	- PENDING TITLE REPORTS	0.00
0	Yellow	- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

PRELIMINARY-FOR REVIEW ONLY
 These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:
 RAMIRO GUTIERREZ 65948

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST
OF ALAMO ROAD

SCALE	DATE	FB No.	SURVEY BY	DRAWN BY	PREPARED BY

SHEET 1
OF 6

SCALE 1" = 100'

ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 47
LOT 16

LAS PALMAS ESTATES
SUBDIVISION
VOL. 24 PG. 167
H.C.M.R.







LOT 1
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 43

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST
OF ALAMO ROAD
EXHIBIT "A"

Owner: Jose V. Gonzalez, Sr.
and wife Leticia G. Gonzalez
Document #749636 Official Records
A 1.20 acre tract of land out of Lot II,
Block 6, John Closer Subdivision (Vol. 0,
Page 4 H.C.M.R.)
Lien Holder: Rio National Bank
Document #749640

Owner: Juan F. Villegas
and wife Rosalia G. Villegas
Document #939769 Official Records
The West 1/2 of Lot One (I), Block Forty-three
(43), Alamo Land and Sugar Company's Subdivision.
(Vol. 1, Page 24 H.C.M.R.)

Owner: Duane C. Snowden
Document #829150 Official Records

PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

Professional Engineers & Land Surveyors
R. Gutierrez
Engineering
Corporation
130 E PARK AVENUE - PHARR, TEXAS 78777
(TEL) 361-782-2557 - (FAX) 361-782-2558
PE# 10000
P.E.#

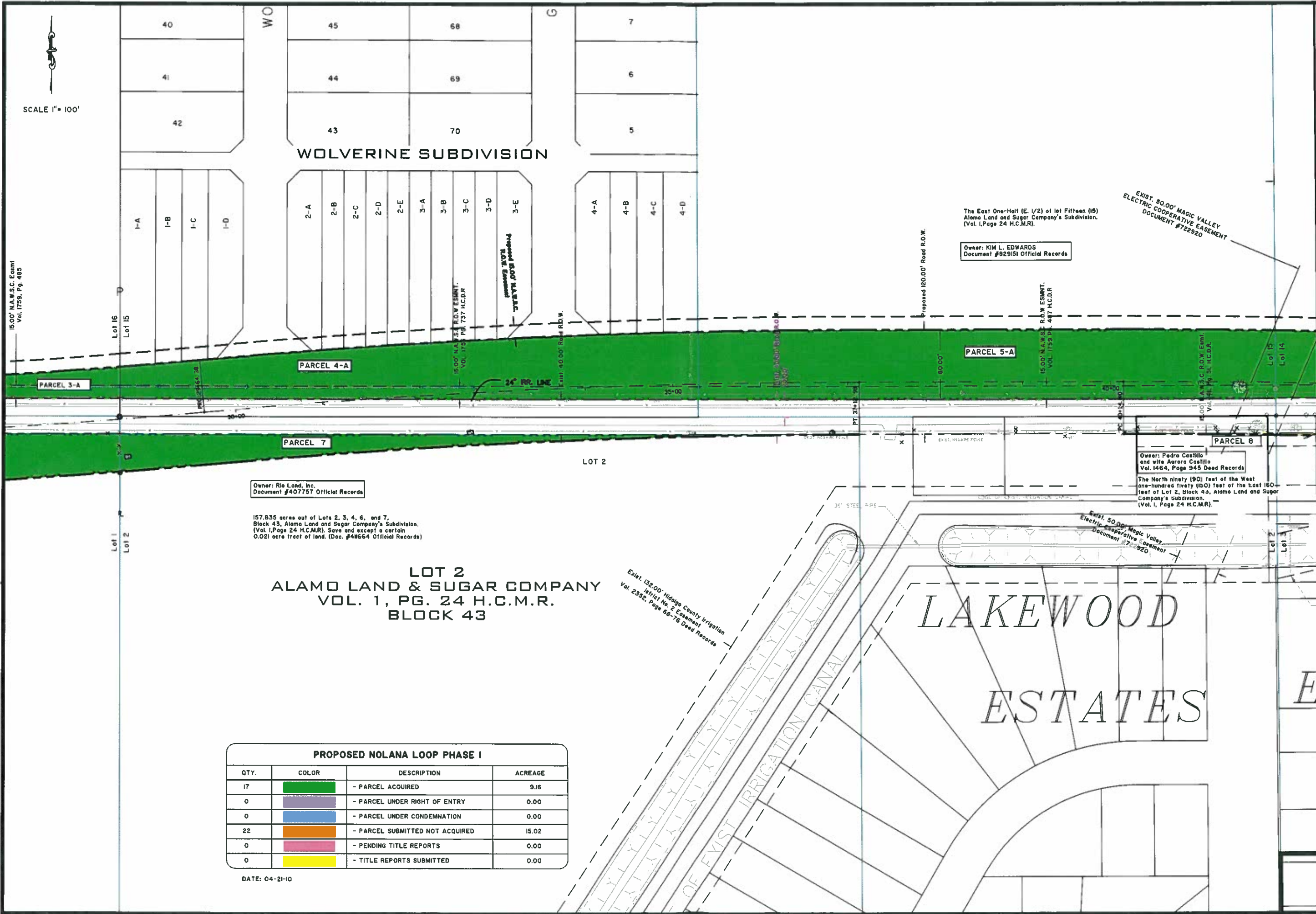
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by, or under the supervision of:
RAMIRO GUTIERREZ, 65548
P.E.#

Date

SCALE	DATE	REVISION	DATE	BY

User: MIKEH
 File Path: F:\2001\Eng\001-Nolana\PHASE 1_RawMap\PHASE 1_StripMap\strip-100.sc.dwg

SCALE 1" = 100'



Owner: Rio Land, Inc.
 Document #407757 Official Records

157.835 acres out of Lots 2, 3, 4, 6, and 7,
 Block 43, Alamo Land and Sugar Company's Subdivision,
 (Vol. 1, Page 24 H.C.M.R.) Save and except a certain
 0.021 acre tract of land. (Doc. #48664 Official Records)

**LOT 2
 ALAMO LAND & SUGAR COMPANY
 VOL. 1, PG. 24 H.C.M.R.
 BLOCK 43**

The East One-Half (E. 1/2) of lot Fifteen (15)
 Alamo Land and Sugar Company's Subdivision,
 (Vol. 1, Page 24 H.C.M.R.)

Owner: KIM L. EDWARDS
 Document #829151 Official Records

EXIST. 50.00' MAGIC VALLEY
 ELECTRIC COOPERATIVE EASEMENT
 DOCUMENT #722920

Owner: Pedro Castillo
 and wife Aurora Castillo
 Vol. 1464, Page 345 Deed Records
 The North ninety (90) feet of the West
 one-hundred twenty (120) feet of the East 160
 feet of Lot 2, Block 43, Alamo Land and Sugar
 Company's Subdivision.
 (Vol. 1, Page 24 H.C.M.R.)

PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17	Green	- PARCEL ACQUIRED	9.16
0	Purple	- PARCEL UNDER RIGHT OF ENTRY	0.00
0	Blue	- PARCEL UNDER CONDEMNATION	0.00
22	Orange	- PARCEL SUBMITTED NOT ACQUIRED	15.02
0	Pink	- PENDING TITLE REPORTS	0.00
0	Yellow	- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez
 Professional Engineers & Land Surveyors
 130 E PARK AVENUE - PHARR, TEXAS 76677
 (TEL) 361 782-2557 - (FAX) 361 782-2558
 FIRM No. 68

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 by, or under the supervision of:
 RAMMO GUTIERREZ 65948 PEF Date

**NOLANA LOOP PHASE I
 RIGHT OF WAY STATUS MAP
 RAUL LONGORIA TO 1320.00 FEET EAST
 OF ALAMO ROAD**
 EXHIBIT "A"

REVISION	DATE	BY

SCALE: DATE: FB No: SURVEY BY: DRAWN BY: PREPARED BY: CHECKED BY:

**SHEET 3
 OF 6**

User: MIKEH
 File Path: F:\2008\Eng\00-Nolana\PHASE 1_RoadMap\PHASE 1_Stripmap\strip1-100cc.dwg

PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17	Green	- PARCEL ACQUIRED	9.16
0	Purple	- PARCEL UNDER RIGHT OF ENTRY	0.00
0	Blue	- PARCEL UNDER CONDEMNATION	0.00
22	Brown	- PARCEL SUBMITTED NOT ACQUIRED	15.02
0	Pink	- PENDING TITLE REPORTS	0.00
0	Yellow	- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10



**LOT 13
 ALAMO LAND & SUGAR COMPANY
 VOL. 1, PG. 24 H.C.M.R.
 BLOCK 47**

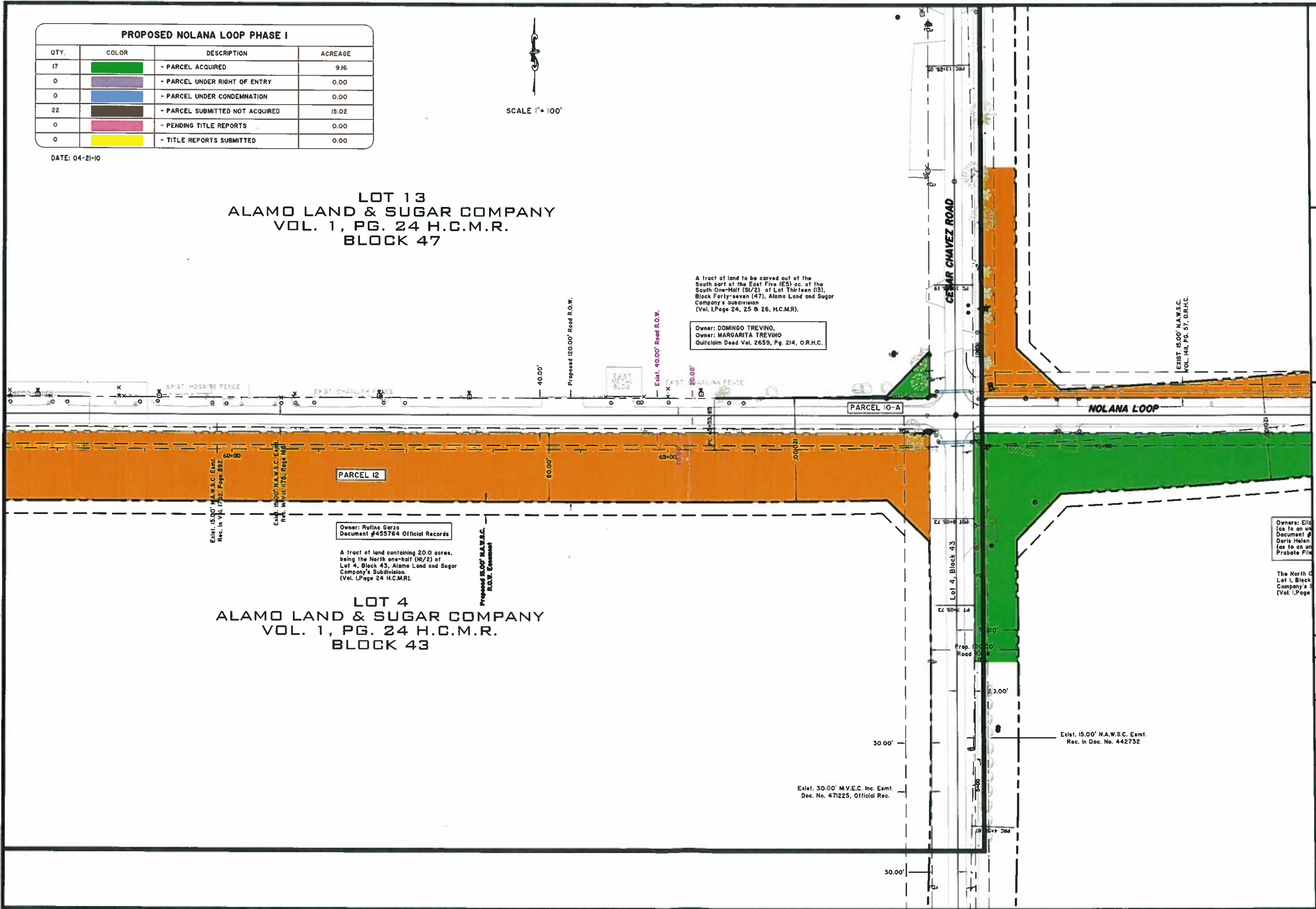
A tract of land to be carved out of the South part of the East Five (E5) ac. of the South One-Half (S1/2) of Lot Thirteen (13), Block Forty-seven (47), Alamo Land and Sugar Company's Subdivision (Vol. 1, Page 24, 25 & 26, H.C.M.R.).

Owner: DOMINGO TREVINO,
 Owner: MARGARITA TREVINO
 Quitclaim Deed Vol. 2659, Pg. 214, O.R.H.C.

Owner: Rufino Garza
 Document #455764 Official Records

A tract of land containing 20.0 acres, being the North one-half (N1/2) of Lot 4, Block 43, Alamo Land and Sugar Company's Subdivision. (Vol. 1, Page 24 H.C.M.R.).

**LOT 4
 ALAMO LAND & SUGAR COMPANY
 VOL. 1, PG. 24 H.C.M.R.
 BLOCK 43**



R. Gutierrez
 Engineering Corporation
 Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHOENIX, TEXAS 76077
 (TEL) 953 782-2557 • (FAX) 953 782-2558
 FRM No. 488

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 RAMIRO GUTIERREZ PE# 65540 Date

**NOLANA LOOP PHASE I
 RIGHT OF WAY STATUS MAP
 RAUL LONGORIA TO 1320.00 FEET EAST
 OF ALAMO ROAD
 EXHIBIT "A"**

SCALE:	DATE:	FB No.:	SURVEY BY:	DRAWN BY:	PREPARED BY:	CHECKED BY:	REVISION	DATE	BY

Exhibit B

CSJ # 0921-02-169

District # Pharr (021)

Code Chart 64 # 50109

Project: Nolana Loop

ATTACHMENT B Location Map Showing Project



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to undertake a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88 (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on Sept. 04, 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, County Clerk

**APPROVED BY
COMMISSIONERS' COURT**
ON: 9/4/12

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain
Stephen L. Crain



San Juanita Sanchez
MAYOR

Armando Garza, Jr.
MAYOR PRO-TEM

Roberto "Bob" Garza
COMMISSIONER

Luis Ramos
COMMISSIONER

Eddie Suarez
COMMISSIONER

October 10, 2012

Raul Lozano, Executive Assistant
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, Texas 78577

Dear Mr. Lozano:

Enclosed you will find a signed original Interlocal Cooperation Agreement between the County of Hidalgo and the City of San Juan for Right-of-Way acquisition on Nolana Loop between Raul Longoria Road and Cesar Chavez Road. This was approved at our City Commission meeting on Tuesday, September 11, 2012. Should you need any additional information, do not hesitate to call me at (956) 223-2206.

Sincerely,

Juan J. Rodriguez
City Manager

JJR/sgr