

ORDER CONFIRMING SALE**C-13-026-03-20**

On this the 20th day of March, 2013, came on to be heard the sale of real property filed with the Commissioners Court of Hidalgo County, Texas, regarding the sale of that certain real property more particularly described on Exhibit A which is attached hereto and incorporated herein by reference for all purposes (hereinafter "the Property") by sealed bid; the said sale being to the effect that after duly advertising the time and place of sale for the length of time and in the manner provided by law, subject to the terms and conditions and requirements set forth as follows:

1. The Property shall be conveyed with special warranty of title;
2. The Property and all improvements located thereon shall be conveyed "AS IS";
3. The Property shall be conveyed subject to any and all existing easements, rights of way or encumbrances, recorded or unrecorded, which affect or may affect the Property, including any roadway or other easements, rights of way or encumbrances in favor of the County;
4. The Property shall be conveyed subject to any prior reservation of oil gas or other minerals, oil, gas and mineral leases of record, any encroachments or shortage in existing boundaries and any zoning restrictions or other restrictions promulgated by any city in which each tract of land is situated, if any;
5. All persons bidding on the Property shall inspect the premises prior to submitting a bid in order to determine whether or not the Property is suitable for the purpose desired by the bidder for that Property;
- 6a. The conveyance of the Property shall be for cash or other immediately available funds, with closing of the sale to occur within thirty (30) days following the acceptance of a bid for the purchase of the Property;
- 6b. The County of Hidalgo will follow the statutory requirements set forth under the Texas Local Government Code, Chapter 272.001; and will obtain a Fair Market Value

Appraisal.

7. Hidalgo County shall reserve all oil, gas and other minerals in, on and under the Property;
8. The successful bidder(s) shall be required to pay all County's costs associated with the sale of the Property, including but not limited to the cost of advertising the Property for sale, the cost of the appraisal of the Property, the cost of the Environmental Study, the cost of a title report, the cost of a survey (if requested by the purchaser) and the cost of an owner and/or mortgagee policy of title insurance (if requested by the purchaser);
9. The Hidalgo County Commissioner's Court may reject any or all bids submitted;
10. The conveyance of the Property shall be subject to any recorded or unrecorded leases which may be in effect at the time of sale, to conflicts or shortages in area or boundaries, and to rights of parties in possession;
11. The successful bidder may select a title company located in Hidalgo County.
12. No facsimile or telegraphic bids will be accepted.

WHEREAS, on the appointed date, after publication of Notice in the Monitor, a newspaper published in Hidalgo County, Texas, I received sealed bids for the Property and at said sale, the highest bid for the Property was received as follows:

I, **Sonia Trevino and Augustin Pruneda**, offered to pay the County the sum of:

Tract I: \$182,955.00 Dollars cash or cash equivalent and agreed to fully and completely comply with all the terms, requirements and conditions set forth above;

Tract II: \$0.00 Dollars cash or cash equivalent and agreed to fully and completely comply with all the terms, requirements and conditions set forth above

IT IS, THEREFORE, ORDERED by the Hidalgo County Commissioners Court that said sale of the Property be, and the same is hereby in all things, approved and confirmed, and it is further ordered that the County Judge of Hidalgo County, Texas be and is hereby authorized and directed to execute and deliver a proper deed of conveyance of the Property to the highest bidder named above,

such instrument of conveyance to be in accordance with and subject to the terms, requirements and conditions specified above, and to deliver such other documents as are reasonably required in connection with the sale of said Property.

WHEREUPON Commissioner Pct. 1, A.C. Cuellar, moved for the adoption of said Order and Order Confirming Sale, which motion was seconded by Commissioner Pct. 4, Joseph Palacios, and Passed, Approved and Ordered this by all members present voting "AYE", a quorum being present.

DATED ON THIS the ____ day of March, 2013.

Ramon Garcia
Ramon Garcia, Hidalgo County Judge

Attested:

Arturo Guajardo Jr.

Arturo Guajardo Jr. County Clerk

Approved by Commissioners' Court

on 3/20/13 RD

Approved as to form:
Atlas, Hall and Rodriguez, L.L.P.

By: [Signature]

EXHIBIT A

HIDALGO COUNTY

“Sale of Real Property”-Precinct #3

Bid No.: 2013-026-02-27-CGA

Track I: “A 1.40 acre tract of land being all of Lots 1 thru 9, and the former alley lying east of Lots 1, 2, 3, west of Lots 4 thru 9, Block 212. The original town site of Mission, Hidalgo County, Texas, according to the map or Plat thereof recorded in Volume 2, pages 21 & 22, Map Records, Hidalgo County, according to Warranty Deed record in Volume 2095, Page 903, and Warranty Deed Recorded Under County Clerk’s Document Number 361424, Official Records, Hidalgo County, Texas;

- **Improvements:** The subject property, as a whole, is (Tract 1) A 1.40 Acre commercial use tract of land located along the northern frontage of West 13th Street, east of Kika De La Garza Street. The subject property is improved with several building improvements. The primary building structure is a 25,146 square foot warehouse area, and a 280 square foot office area, leaving a total of 21, 716 square feet of warehouse space.

Track II: “A 1.033 acre tract of land being all of Lots 4 thru 9, Block 205. The original town site of Mission, Hidalgo County, Texas, according to the map or Plat thereof recorded in Volume 2, pages 21 & 22, Map Records, Hidalgo County, Texas, according to Warranty Deeds recorded in Volume 250, page 506, in Volume 598, page 327 and in volume 594, page 51, Official Records, Hidalgo County, Texas;

- **Improvements:** The subject property, as a whole, is a 1.033 Acre tract of land consisting of two separate tracts of land, each tract is indicated to be: (Tract 2) 0.5165 acres, located at the corner of West 12th Street and Kika De La Garza Street. The subject property is improved with a 3, 916’ square foot warehouse constructed of concrete block pillars and sheet metal for siding and roofing. (Tract No. 3) A 150 lineal foot by 150 lineal foot tract square shaped tract located along the northern frontage of West 12th Street. The subject property is improved with a 1,800 square foot metal canopy, in addition to the canopy a 400 square foot concrete slab is located on site.

BID PAGE

**HIDALGO COUNTY
"SALE OF REAL PROPERTY"- PCT. 3
BID NO.: 2013-026-02-27-CGA**

Pursuant to action approved by the Hidalgo County Commissioner's Court regarding the method of disposition of "Sale of Real Property", under the Texas Local Government Code, Chapter 272, Section 272.001 (based on the Fair Market Value Appraisal), the minimum bid amount is: Tract-1- \$182,952.00 and Tract II- \$149,388.00, plus all other related costs and/or expenses incurred by Hidalgo County.

- 1.) BIDDER MAY OFFER BID ON THE FOLLOWING TRACT(S), MORE PARTICULARLY DESCRIBED IN EXHIBIT A.
- 2.) BIDDER ACKNOWLEDGES THE FOLLOWING ADDITIONAL COSTS ASSOCIATED WITH THE SALE OF REAL PROPERTY AND AS DETAILED IN THE NOTICE, ORDER AND ORDER CONFIRMING SALE (ITEM #), INCLUDING BUT NOT LIMITED TO,
 - a. Cost of Advertising;
 - b. Cost of Fair Market Value Appraisal;
 - c. Cost of the Environmental Study;
 - d. Cost of a Survey (if requested by the purchaser);
 - e. Cost of the Owner and/or Mortgage Title Insurance (if applicable or requested by the purchaser)

OPENED
9.47
2-27-13
Witnessed

3.) BIDDER OFFERS AND AGREES TO PAY HIDALGO COUNTY THE SUM OF:
Tract I: \$ 182,955.⁰¹ DOLLARS CASH OR CASH EQUIVALENT; AND/OR
Tract II: \$ _____ DOLLARS CASH OR CASH EQUIVALENT;
(PLUS ANY ADDITIONAL COSTS STATED ABOVE) FOR THE PROPERTY AND AGREE TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

WRITTEN AMOUNT: TRACT I: One hundred Eighty Two thousand Nine hundred Fifty Five

AND/OR TRACT II: _____

AUTHORIZED SIGNATURE: *Augustin Pruneda*

PRINTED NAME: Sonia Treviño Augustin Pruneda

TITLE: _____ EMAIL ADDRESS: augustinpruneda@

DATE: 2-26-2013 PHONE NUMBER: 956-624-4203

Zimbra

cris.ayala@co.hidalgo.tx.us

Fwd: Sale of Real Property for Pct. 3-Revised

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Mar 11, 2013 04:50 PM
Subject : Fwd: Sale of Real Property for Pct. 3-Revised
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Way to go Ms. Cris.

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, March 11, 2013 4:47:07 PM
Subject: RE: Sale of Real Property for Pct. 3-Revised

The Order Confirming Sale is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 11, 2013 4:41 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Sale of Real Property for Pct. 3-Revised

Mr. Crain:
Hope our revision is what you meant.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, March 11, 2013 4:23:53 PM
Subject: Fwd: Sale of Real Property for Pct. 3-Revised

Okay Ms. Marty,
I made the changes as per legal's request. Please forward for his review.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "cris villarreal" <cris.villarreal@co.hidalgo.tx.us>
Cc: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
Sent: Monday, March 11, 2013 4:06:01 PM
Subject: Fwd: Sale of Real Property for Pct. 3

OK

- 1. AI-37719
 - a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
 - b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services at Penitas Landfill project;

TOTAL	HINOJOSA ENGINEERING, INC.	R. GUTIERREZ ENGINEERING CORP.	QUINTANILLA, HEADLEY, AND ASSOC.
EVALUATOR 1	99	94	93
RANKING	1	2	3

- c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of Hinojosa Eng. for: the provision of professional surveying services at Penitas Landfill project.

APPROVED

- 2. AI-37511 Acceptance of sole bid received and approval of Order Confirming Sale document for request for bids for "Sale of Real Property"-Pct. 3. (Bid No.: 2013-026-02-27-CGA).

Dr. Sonia Treviño
minimum bid \$ 182,955.00

D. Pct. 4

OK

- 1. AI-37393
 - A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;
 - B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural service providers for the Linn -San Manuel Emergency Services Project located in Pet No. 4;

Donations
250,000.
75,000.
46,000 Land
donation
Fire Dept

Evaluator	Negrete & Associates	Naismith Engineering Company	Mata & Garcia Architects
Evaluator	96	95	98
Ranking	2	3	1

- c. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of Mata & Garcia for: the provision of professional architectural services for Linn - San Manuel Emergency Service project located in Pet No. 4.

- 2. AI-37485 Requesting approval for payment of invoice no. 11846 for Dubose Interests dba Performance Grade Asphalt through PO No. 682505 dated 10/16/12 in the amount of \$6,550.40 for the purchase of MS-1 Emulsified Asphalt through Hidalgo County contract (E-12-254-09-25).

- 3. AI-37690
 - A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 01/15/13) with

RANKING	1	2	3
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On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, the Court made a UNANIMOUS vote to approve in the order of their scores.

Vote: 4 - 0 - Unanimously

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of Hinojosa Engineering, Inc. for: the provision of professional surveying services at Penitas Landfill project.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Acceptance of sole bid received and approval of Order Confirming Sale document for request for bids for "Sale of Real Property"-Pct. 3. (Bid No.: 2013-026-02-27-CGA).

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve the sole bid received by Dr. Sonia Trevino.

Vote: 3 - 0 - Unanimously

D. Pct. 4

1. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.

Vote: 3 - 0 - Unanimously

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural service providers for the Linn – San Manuel Emergency Services Project located in Pct No. 4;

Evaluator	Negrete & Associates	Naismith Engineering Company	Mata & Garcia Architects
Evaluator	96	95	98
Ranking	2	3	1

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve in the order of their scores.

Vote: 3 - 0 - Unanimously

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of Mata & Garcia Architects for: the provision of professional architectural services for Linn – San Manuel Emergency Service project located in Pct No. 4.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2013, 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 District currently owns a tract of land situated in the City of Mission, 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");

WHEREAS, the County desires to acquire the Tract in fee simple title;

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

WHEREAS, Subsection 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. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land;

WHEREAS, an appraisal was prepared by a certified appraiser, who appraised the Tract at \$ 22,216.00; and

WHEREAS, District agrees to sell 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; and

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 County ("Closing") shall take place at the offices of ATLAS, HALL & RODRIGUEZ, LLP, 818 Pecan, McAllen, Texas, on or before November 29, 2013, or at such earlier time, date and place as District and County may agree upon.

4. At Closing, City shall pay the District the sum of \$22,216.00 and recording fees.

5. At Closing, District shall deliver to County:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tract in fee simple determinable 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. County shall pay the cost of recording instruments presented by the

District and the cost of an Owner's Policy of Title Insurance for the Tract.

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 Tract, 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.

23. 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.

Executed the day and date first written above.

HIDALGO COUNTY

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

HIDALGO COUNTY DRAINAGE DISTRICT
NO. ONE

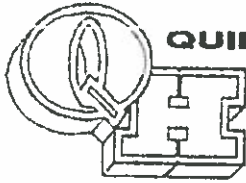
By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

EXHIBIT "A"



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Afonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-8480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS

A 0.17 OF AN ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 3, BLOCK 212, ORIGINAL TOWNSITE OF MISSION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 21 AND 22, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 361424, 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 PLASTIC CAP STAMPED RPLS 4856 FOUND AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST 13th STREET AND THE EAST RIGHT OF WAY LINE OF KIKA DE LA GARZA LOOP FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°41' E, ALONG THE WEST LINE OF LOT 3 AND THE EAST RIGHT OF WAY LINE OF KIKA DE LA GARZA LOOP, A DISTANCE OF 26.20 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE NORTHWEST LINE OF BLOCK 212 AND THE SOUTHEAST LINE OF AN HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT No.14 CANAL RIGHT OF WAY (KNOWN AS DAVIS CANAL) FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 51°41' E, ALONG THE NORTHWEST LINE OF BLOCK 212 AND THE SOUTHEAST LINE OF SAID HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT No.14 CANAL RIGHT OF WAY, A DISTANCE OF 142.23 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE HIDALGO COUNTY TRACT (THE EAST 53.0 FEET OF LOTS 1, 2 AND 3, AND ALL OF LOTS 4 THRU 9, AND THAT FORMER CITY ALLEY LYING EAST OF LOTS 1, 2 AND 3 AND WEST OF LOTS 4 THRU 8, BLOCK 212, ORIGINAL TOWNSITE, MISSION, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2095, PAGE 903, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°41' W, ALONG THE WEST LINE OF THE HIDALGO COUNTY TRACT, A DISTANCE OF 130.22 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 3 AND ON THE NORTH RIGHT OF WAY LINE OF WEST 13th STREET FOR THE SOUTHWEST CORNER OF THE HIDALGO COUNTY TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.


THENCE; N 81°19' W, ALONG THE SOUTH LINE OF LOT 3 AND THE NORTH RIGHT OF WAY LINE OF WEST 13th STREET, A DISTANCE OF 97.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.17 OF AN ACRE OF LAND MORE OR LESS.


BEARINGS ARE IN ACCORDANCE WITH MISSION CENTER SUBDIVISION, RECORDED IN VOLUME 26, PAGE 131, 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.

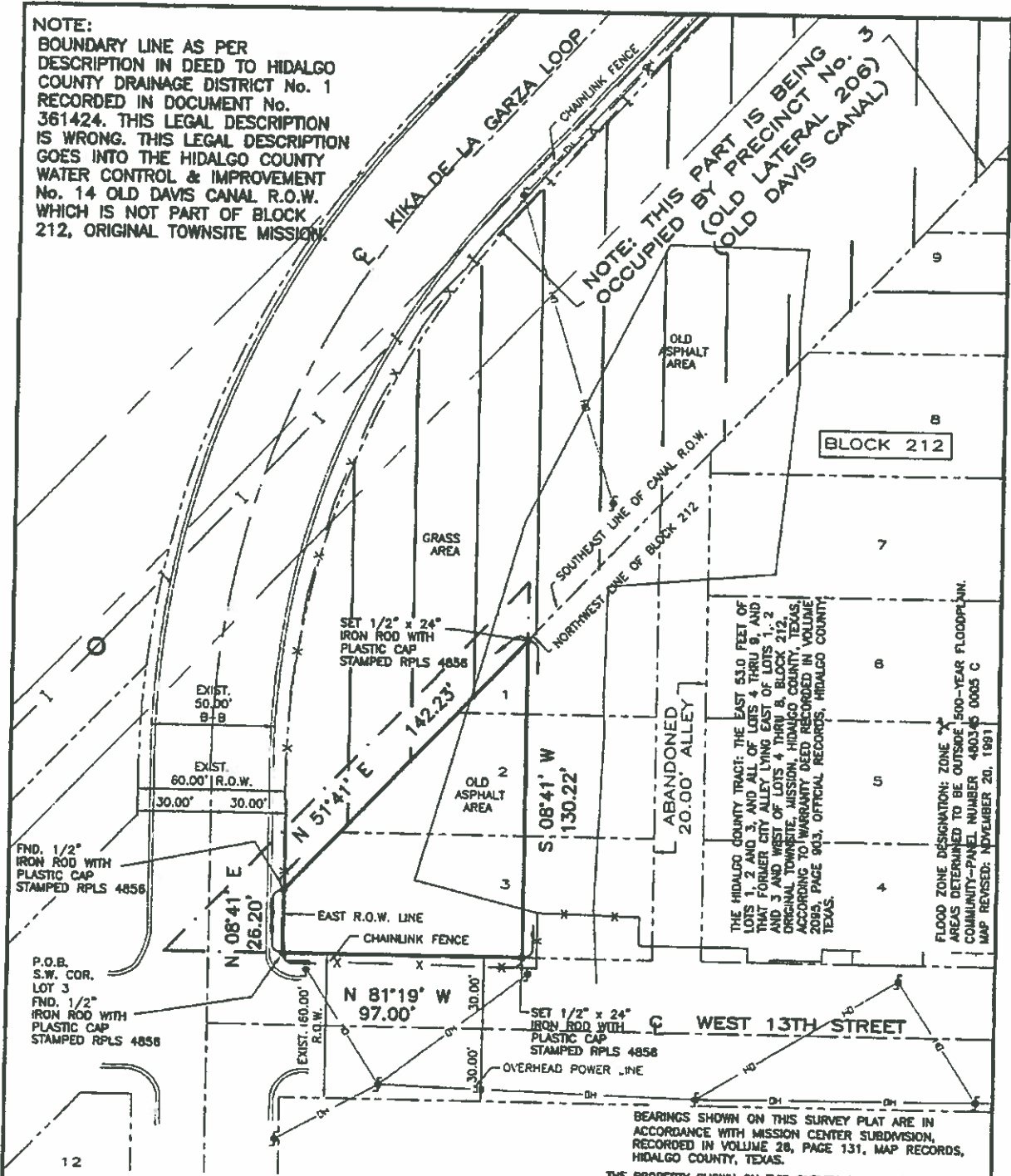
DATE PREPARED: September 16, 2013


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTE:
 BOUNDARY LINE AS PER DESCRIPTION IN DEED TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RECORDED IN DOCUMENT No. 361424. THIS LEGAL DESCRIPTION IS WRONG. THIS LEGAL DESCRIPTION GOES INTO THE HIDALGO COUNTY WATER CONTROL & IMPROVEMENT No. 14 OLD DAVIS CANAL R.O.W. WHICH IS NOT PART OF BLOCK 212, ORIGINAL TOWNSITE MISSION.

NOTE: THIS PART IS BEING OCCUPIED BY PRECINCT No. 3 (OLD LATERAL 206) (OLD DAVIS CANAL)



THE HIDALGO COUNTY TRACT: THE EAST 63.0 FEET OF LOTS 1, 2 AND 3, AND ALL OF LOTS 4 THRU 9, AND THAT FORMER CITY ALLEY LYING EAST OF LOTS 1, 2 AND 3 AND WEST OF LOTS 4 THRU 8, BLOCK 212, ORIGINAL TOWNSITE, MISSION, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2005, PAGE 903, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE X
 AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
 COMMUNITY-PANEL NUMBER 480346 0005 C
 MAP REVISED: NOVEMBER 20, 1981

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH MISSION CENTER SUBDIVISION, RECORDED IN VOLUME 28, PAGE 131, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT 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, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.



Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4856

PLAT SHOWING

A 0.17 OF AN ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 3, BLOCK 212, ORIGINAL TOWNSITE OF MISSION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 21 AND 22, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 361424, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 2 PAGES 21-22
 SURVEYED SEPTEMBER 18, 2013
 ADDRESS _____

OWNER
 HIDALGO COUNTY DRAINAGE DISTRICT
 NUMBER ONE
 JOB No. G.F. No. 785564



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
 124 E. STUBBS ST. PHONE 956-381-6480
 EDINBURG, TEXAS 78539 FAX 956-381-0527
 REGISTRATION NUMBER F-1513

Z:\data\PROJECTS\2-HIDALGO COUNTY\PRECINCT 3\ Old Administrative Office and Shop Complex Survey\0.17AC

Zimbra

martha.salazar@co.hidalgo.tx.us

Administration Building - Mission**From :** Leonel Garza III <leonel3@garza-associates.com>

Thu, Oct 17, 2013 10:21 AM

Subject : Administration Building - Mission

1 attachment

To : scrain@atlashall.com**Cc :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Steve:

Based on our brief conversation yesterday the following is the break-down of market value of for the subject property based on the new surveys provided:

Ownership	Acreage Division	Value per square foot	Market Value of Land	Improvement Value	Total Appraised Value
Hidalgo County Drainage District	0.17 Acres	\$ 3.00	\$ 22,216	\$ -	\$ 22,216
Hidalgo County	1.23 Acres	\$ 3.00	\$ 160,736	\$ -	\$ 160,736
	1.40 Acres		\$ 182,952		\$ 182,952

*Valuation of Improvements: Due to the overall condition of the improvements located on the subject property, no contributory value was indicated for the structural improvements found within the subject property. This is due to the high level of differed maintenance found throughout the structure. The warehouse / office area has extensive roofing damage as most of the main roofing structure is dilapidated. Foundation issues are evident throughout the office area as the ceramic tile is cracked and lifted, thus showing of foundation settling. Lastly, there is concerns of mold like substance found throughout the office areas. The cost associated with the correction of these issues would exceeds the overall value of the improvements, thus the subject property is being valued as a vacant tract of land. The land unit rate shall consider the demolition of the subject improvements indicated to be approximately \$2.50 per square foot of building area This was performed in the way of an adjustment made within the analysis grid for site utility. This valuation is subject to an estimate provided by a structural engineer and also an environmental assessment of the subject property. This report has been performed under the hypothetical condition that no environmental concerns are indicated on the subject property and the subject property is clear of any environmental contaminants. In the event, an environmental concern is found, this appraiser reserves the right to re-evaluate the subject properties valuation at an additional cost to the client.

As you mentioned last night a full appraisal is not, if so let me know.

Leonel Garza III
 Leonel Garza Jr. & Associates LLC
 1419 Dove Avenue, McAllen, Texas
 Office (956) 687-7295
 Leonel3@garza-associates.com