



**AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
August 12, 2014
9:00 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Open Forum**
3. **Approval of Consent Agenda**
4. **AI-45813** A.) Public meeting to allow public comments on the District's proposed Water Conservation Plan and Drought Contingency Plan.
B.) Discussion and possible action on the order adopting the Water Conservation Plan and Drought Contingency Plan.
5. **AI-45867** Discussion and action to approve Interlocal Agreement between Hidalgo County Drainage District No. 1 & Hidalgo County, as it relates to the maintenance of existing drainage facilities, particularly in Precinct No. 3 as outlined on the attached agreement as per Board of Director's authorization on June 17, 2014.
6. **AI-45896** A.) Requesting approval to advertise for RFB No. HCDD1-14-026-09-10 "Stone Rip Rap Material".

B.) Requesting approval of amended and restated Interlocal Cooperation Agreement between the County of Hidalgo, The Edinburg Consolidated Independent School District, The City of McAllen and Hidalgo County Drainage District No.1 as it relates to improvements to portion of Mile 17 1/2 Road.

2013 BOND SERIES
C.) Requesting approval of Work Authorization No.4 in the amount of \$644,447.48; with L&G Engineering as it relates to Design, Getechnical, Survey and R.O.W. Acquisition services to advance Phase I of the La Joya Watershed Improvement Master Plan.

D.) Requesting approval of Change Order No. 2 with IPR South Central to extend contract time as it relates to Pct. 2 Rado Drain Re-Route Project.

Total Contract price to date has not changed.

E.) Requesting approval of Supplemental Agreement No.1 to Professional Agreement North Main Drain Weir No.1 and Main Floodwater Channel Weir No. 4 (Willacy Co.) with Halff Associates to introduce sub-consultant and rates to provide Geotechnical Services and Construction Material Testing.

7. **AI-45919** 2013 Bond Series-Payments:
Approval to issue payment on the following item after review and audit procedures are completed for estimate No. 6 to IPR South Central, LLC in the amount of \$1,097,843.75 pertaining to Contract No. TP07-13 through the District's membership with HGAC-Buy Member No. 07-149 approved by Board on 11-12-2013 for the construction of the Rado Drain Reroute Rehabilitation. Total amount of construction contract \$5,600.044.80, after this approval, project will be 74% complete as per payments.

8. **AI-45939** A. Approval to issue manual check in the amount of \$1,067,349.00 for the purchase of Pct.2 LJ Drainage Project as approved by Board on 07-22-2014
B. Approval of line item transfer from 2013 Bond Series to cover for the acquisition of Pct.2 LJ Drainage Pond as approved on Item A.

9. **AI-45920** 2013 Bond Series:
Approval to issue payment on the following item after review and audit procedures are completed: Application for Payment No. 2 in the amount of \$24,390.00 from Texas Cordia Construction, LLC related to Contract no. HCDD1-14-004-02-05-Pct.4 Edinburg Drain Stub-Out to South Main Control Structure, BOD 02-11-14. Total Contract amount is \$193,085; after this approval the project will be 50% complete as per payments.

10. **AI-45965** Approval to issue payment after review and audit procedures are completed: Application for Payment no.3 in the amount of \$45,000. from FJW Construction, LLC pertaining pertaining to Construction Contract no. 13-023-11-19C- J09 Drain Improvements PO#624028

11. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**

12. **Open Session:**
 - A. **Real Estate Acquisition**

B. Pending and/or Potential Litigation

- 13. Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
- 14. Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
- 15. Adjourn**

AI-45813

4.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Public meeting to allow public comments on the District's proposed Water Conservation Plan and Drought Contingency Plan.

B.) Discussion and possible action on the order adopting the Water Conservation Plan and Drought Contingency Plan.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:29 PM
Final Approval	Monica Badillo	08/08/2014 05:10 PM
Form Started By: Sylvia Sanchez		Started On: 08/01/2014 02:00 PM
	Final Approval Date: 08/08/2014	

AI-45867

5.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and action to approve Interlocal Agreement between Hidalgo County Drainage District No. 1 & Hidalgo County, as it relates to the maintenance of existing drainage facilities, particularly in Precinct No. 3 as outlined on the attached agreement as per Board of Director's authorization on June 17, 2014.

BACKGROUND

Attachments

interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 11:36 AM
Final Approval	Monica Badillo	08/08/2014 05:10 PM
Form Started By: Sylvia Sanchez		Started On: 08/06/2014 10:16 AM
	Final Approval Date: 08/08/2014	

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of August, 2014, by and between the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "Drainage" and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County owns a right of way located in Precinct 3 of County more particularly described in Exhibit "A" attached hereto and incorporated herein at this point for all purposes (the "Right of Way"); and

WHEREAS, within the Right of Way are located drainage ditches which have become overgrown with grass and brush;

WHEREAS, County desires to have the Right of Way shredded and cleaned in order to improve drainage in the vicinity;

WHEREAS, it is in the best of Drainage to have the ditches located in the Right of Way clear of grass and brush for drainage water to flow into Drainage's ditches.

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

1. Drainage agrees to shred and clean the ditch(es) located in the Right of Way with equipment and labor of Drainage;
2. County with its equipment and labor will collect all shredded material and debris resulting from the cleaning of the ditch(es) on the Right of Way and haul such materials to a disposal area located offsite of such Right of Way.

3. County, to the extent allowable by law, agrees to hold Drainage harmless from any and all damages and expenses arising out of the shredding and cleaning of the ditch(es) located within the Right of Way.
4. **Conflict of 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 any 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
5. **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.
6. **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 District and County, and not otherwise.
7. **TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**
8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to District: Hidalgo County Drainage District No. 1
Attention: Manager
902 N. Doolittle
Edinburg, Texas 78541

With copy to: Commissioner, Precinct No. 3
Attention: Joe Flores, Commissioner
724 North Breyfogle
Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
14. **Authority to Execute.** The execution and performance of this Agreement by Drainage and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage and County in accordance with its terms.
15. **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.

16. 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

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2014 by _____ in the capacity therein stated.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2014 by Ramon Garcia in the capacity therein stated.

Notary Public, State of Texas

EXHIBIT A
DESCRIPTION OF RIGHT OF WAY

AI-45896

6.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to advertise for RFB No. HCDD1-14-026-09-10 "Stone Rip Rap Material".

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2013 BOND SERIES

C.) Requesting approval of Work Authorization No.4 in the amount of \$644,447.48; with L&G Engineering as it relates to Design, Getechnical, Survey and R.O.W. Acquisition services to advance Phase I of the La Joya Watershed Improvement Master Plan.

D.) Requesting approval of Change Order No. 2 with IPR South Central to extend contract time as it relates to Pct. 2 Rado Drain Re-Route Project. Total Contract price to date has not changed.

E.) Requesting approval of Supplemental Agreement No.1 to Professional Agreement North Main Drain Weir No.1 and Main Floodwater Channel Weir No. 4 (Willacy Co.) with Halff Associates to introduce sub-consultant and rates to provide Geotechnical Services and Construction Material Testing.

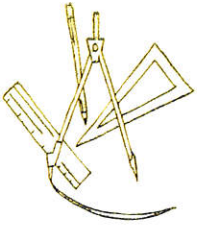
BACKGROUND

Attachments

WA No. 4 L&G Engineering
Change Order No. 2 IPR
Amendment to Interlocal Mile 17 1/2
agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 08:44 AM
Final Approval	Monica Badillo	08/08/2014 05:10 PM
Form Started By: Jaime Salazar		Started On: 08/06/2014 04:59 PM
	Final Approval Date: 08/08/2014	



August 6, 2014

Mr. Godfrey Garza, District Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78541

RE: La Joya Watershed Improvements Project – Work Authorization No. 4

Dear Mr. Garza,

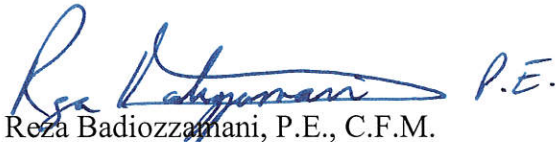
Attached for your review and approval, please find in duplicate a partially executed work authorization to provide the necessary Design, Geotechnical, Survey and ROW Acquisition services to advance Phase I of the La Joya Watershed Improvement master plan.

Attached you will find the following:

- Two partially signed originals of Work Authorization No. 4 with the following attachments:
 - Project Location Map
 - Exhibit “A” – Services to be provided by the Owner
 - Exhibit “B” – Services to be provided by the Engineer
 - Exhibit “D” – Fee Schedule

A detailed summary of the work to be completed is included in the Exhibit “B” Scope of Services (Services to be provided by the Engineer) section of this work authorization. If you have any questions or comments regarding this work authorization please feel free to contact me at any time.

Sincerely,



Reza Badiozamani, P.E., C.F.M.

Project Manager – L&G Engineering

Attachments

cc: Honorable Joe Flores – Commissioner Pct #3

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and L&G Engineering, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is to provide the necessary Design, Geotechnical, Survey and ROW Acquisition services to advance Phase I of the La Joya Watershed Improvement master plan.

The scope of work for said services is better defined in the following and attached hereto:

EXHIBIT "A" – Services to be provided by the Owner

EXHIBIT "B" – Services to be provided by the Engineer

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$644,447.48. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D" – Fee Schedule*.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of the scopes of this work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Mr. Armando J. Sandoval, P.E. of L&G Engineering as to content and detail of this Work Authorization No. 4.

BY: Armando J. Sandoval, P.E.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and L&G Engineering as indicated below and effective as of ____ day of _____, 20__.

THE ENGINEER:

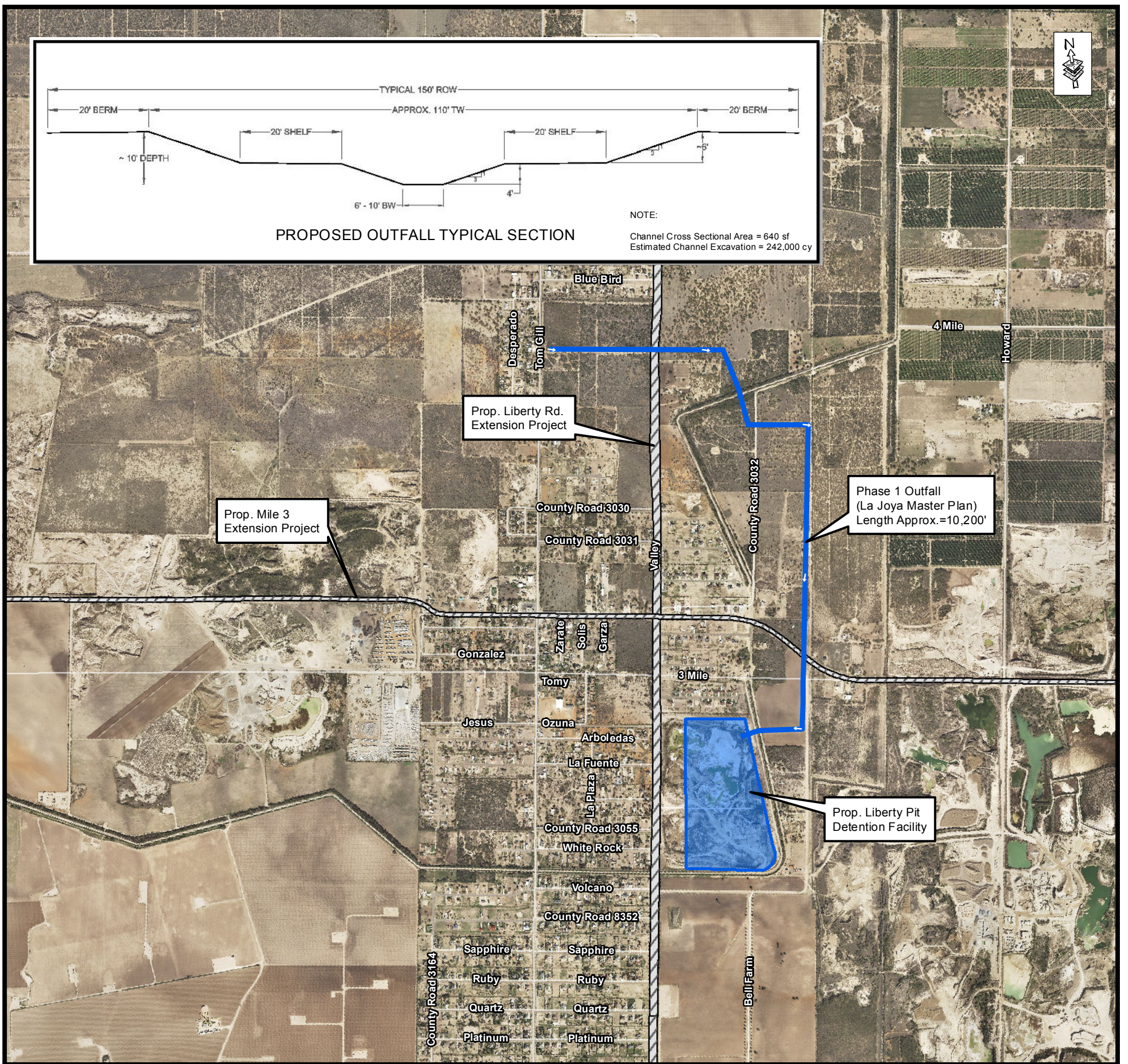
THE OWNER:

Armando J. Sandoval, P.E.
Mr. Armando J. Sandoval, P.E.
Vice-President – L&G Engineering

Chairman of the Board
Hidalgo County Drainage District No. 1

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

Exhibits:
Location Map
Exhibit “A” – Services to be provided by the Owner
Exhibit “B” – Services to be provided by the Engineer
Exhibit “D” – Fee Schedule



Location Map
LA JOYA WATERSHED IMPROVEMENT PROJECT - WA#4
DEVELOPMENT & ACQUISITION OF LIBERTY PIT & SOUTH DETENTION BASIN
&
SCHEMATIC DEVELOPMENT FOR PHASE 1 OUTFALL

L&G Engineering
 Transportation Consulting Engineers
 3100 W. Big Country St. Suite 100
 Mesquite, TX 75049
 Phone: (972) 562-9113
 Fax: (972) 562-9114
 Email: info@lge.com
 Texas Registered Engineering Firm No. 1-1135

EXHIBIT “A”

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the La Joya Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as the **Project**.

The **Owner** will provide to the **Engineer** the following:

- (1) Authorization to the **Engineer** to begin work in accordance with Section 3 of the Agreement.
- (2) Payment for work performed by the **Engineer**, and accepted by the **Owner** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.
- (5) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Attend the Preliminary Concept Conference coordinated and conducted by the **Engineer**.
- (8) Review and approve the **Project** design criteria.
- (9) Review and approve change orders as required and prepared by the **Engineer**.

EXHIBIT “B”

Services to be provided by the Engineer

GENERAL SCOPE OF WORK:

The work to be performed by the **Engineer** under this Work Authorization shall consist of providing the needed Engineering, Surveying, and Geotechnical Services required for the below referenced sites within the “La Joya Watershed ~ Peñitas Basin”.

- Site #1 – Liberty Pit Detention Facility
- Site #2 – South Basin Pit Detention Facility
- Site #3 – Phase I Outfall Adopted in La Joya Watershed Improvement Master Plan
 - Approx 10,200 ft of new channel construction from Tom Gil Rd. to the proposed Liberty Pit Detention Facility (see attached Location Map)

At each of the above referenced locations, the scope of work incorporated into this Work Authorization shall include in general terms; the preparation of a Schematic, Property Ownership, Hydraulic Analysis for Proposed Outfall & Structure Sizing, Support to Hidalgo Co. Pct #3 & HCDD#1 on Project Development, Limited Public Involvement w/ Affected Land Owners, Design Survey, ROW Survey (Parcel Sketches and Field Notes), Geotechnical Engineering, PS&E Development, and ROW Acquisition Services (Administrative Services).

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, “Services to be Provided by the Owner”.

GENERAL SCOPE OF WORK:

Note that the Scope of Work for each of the three site locations identified above is similar in nature and has been consolidated in the below detailed narrative. The Scope of Work for this Work Authorization applies to each of the sites equally except where specified within the body of this Exhibit B, and is identified as follows:

- 1) **Conceptual Site Plan Identifying 60% of Recovered ROW & Design Surveys**
 - a. **Schematic for Outfall**
- 2) **PS&E Development for Needed Facilities**
- 3) **Right of Way Acquisition Services (Administrative Services)**

Additional “Scope of Services” from SUBCONSULTANTS attached as follows:

Exhibit B – 1:

R.O.W. Surveying Services, LLC –
Liberty Pit Detention Facility

Exhibit B – 2:

L&G Engineering Laboratory, LLC –
Liberty Pit Detention Facility

Exhibit B – 3:

R.O.W. Surveying Services, LLC –
South Basin Pit Detention Facility

Exhibit B – 4:

L&G Engineering Laboratory, LLC - South Basin Pit
Detention Facility

Exhibit B – 5:

R.O.W. Surveying Services, LLC - Phase I Outfall Develop.
of La Joya Watershed Drainage Master Plan

Exhibit B – 6:

L&G Engineering Laboratory, LLC - Phase I Outfall
Develop. of La Joya Watershed Drainage Master Plan

1) Conceptual Site Plan Identifying 60% of Recovered ROW & Design Surveys

The **Engineer** will develop an exhibit at both; Site #1 ~ Liberty Pit Detention Facility & Site #2 ~ South Basin Detention Facility, that clearly identifies in both Plan and Profile the overall site plan. This exhibit will identify access roads, interconnected structures, bleeder lines, areas to be re-built within the detention facilities, proposed cross-slopes, etc. The **Engineer** will work with the recovered ROW and Design Surveys in producing this exhibit to ensure that the proposed facilities are within the limits of the take.

The **Engineer** will coordinate with HCDD#1 and Hidalgo Co. Pct #3 on obtaining approval of the conceptual site plan prior to commencing the PS&E phase of this project.

a. SCHEMATIC FOR OUTFALL

After the proposed centerline is approved by HCDD#1, the **Engineer** will develop a design schematic for use in the Public Meetings for Liberty Rd. Extension and Mile 3, as well as a formal submittal to HCDD#1.

Design Criteria

- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The **Engineer** will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The **Engineer** will prepare a preliminary construction cost estimate and submit it to HCDD #1.

Design Schematic

- The **Engineer** will develop a preliminary design schematic, based on the alignment previously selected, and submit to HCDD #1 for review.
- The **Engineer** will revise the schematic to incorporate HCDD #1's comments.
- The **Engineer** will meet with HCDD #1 to discuss modifications, if any, to the design schematic. The **Engineer** will incorporate the changes agreed upon, into the schematic and submit the revised schematic to HCDD #1.
- After receiving approval of the design schematic from HCDD #1, the **Engineer** will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to HCDD#1's requirements.

Irrigation Structures

- The **Engineer** will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

OFFICE SURVEYS FOR SCHEMATIC

- During the development of the Schematic, the **Engineer** will research the existing property owners along the proposed route. This information will be the latest available from Hidalgo County Appraisal District.

HYDRAULIC ANALYSIS FOR PROPOSED OUTFALL AND STRUCTURE SIZE

- The **Engineer** shall review and comment on the hydraulic analysis for each of the proposed structure location utilizing the HEC-RAS computer program; utilizing Manning’s Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (a) through (e) below.
 - a. The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the Owner. This will be developed from the field survey, aerial photogrammetry, and topographic mapping data in the development of a point table.
 - b. The **Engineer** shall create 2-D lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map.
 - c. The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-D cross-section theme.
 - d. For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.
 - e. After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

LIMITED PUBLIC INVOLVEMENT FOR VETTING OF LOCATION OF THE OUTFALL WITH AFFECTED PROPERTY OWNERS

The **Engineer** will coordinate meetings with affected land owners on this project. The **Engineer** will work to obtain concurrence of the affected landowners with respect to the alignment of the proposed outfall. The **Engineer** will also coordinate meetings at the Hidalgo County Pct #3 Conference Room with all affected parties if needed so that a final decision can be made moving forward.

2) PS&E DEVELOPMENT FOR NEEDED OUTFALLS & STRUCTURE CROSSINGS

- DESIGN

- A. The **Engineer** shall prepare contract drawings, specifications, and estimates for construction of the Project or portions of the Project as authorized by the **Owner**. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable City, County, State and/or Federal agencies for approval.
- B. All final plan sheets shall be developed, by the **Engineer**, on 11” x 17” reproducible, paper copies
- C. Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

- D. **Plan Sheets:** Plan sheets developed by the **Engineer** shall include, but not limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan & profile, channel details, roadway details (as applicable), bridge and culvert details, irrigation structure crossings, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)
- E. **Specifications:** Whenever possible, the **Engineer** shall use the Texas Department of Transportation’s 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.
- F. **Estimates:** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

- STORM WATER POLLUTION PREVENTION PLAN (SW3P)

The **Engineer** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet**
- **Details & Standards**

The **Engineer** shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

3) Right of Way Acquisition Services (Administrative Services)

Services

Provided By:

ENGINEER COUNTY

- | | | |
|------------|------------|--|
| <u>YES</u> | <u>YES</u> | 1) PROJECT ADMINISTRATION |
| | | a) Negotiation of Scope of Services for Work Authorization |
| | | i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| <u>YES</u> | <u>NO</u> | b) Project Presence at L&G Consultant Office Headquarters |
| | | i) Full Project Office |
| | | (1) No Joint Use of COUNTY facilities |
| | | (2) Open during normal COUNTY work hours |
| | | (3) Personnel available to answer questions |
| | | (4) Availability of Project Files |
| | | (5) At least one office staff member is required to be a current commissioned notary public. |
| <u>YES</u> | <u>NO</u> | c) Overhead Costs |
| | | (i) Administrative costs |

Services
 Provided By:
ENGINEER COUNTY

<u>YES</u>	<u>NO</u>	d) Communication <ul style="list-style-type: none"> i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
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<u>YES</u>	<u>NO</u>	e) File Management <ul style="list-style-type: none"> i) Project and parcel files will be kept in the COUNTY’s Office, if necessary. Working files will be kept in the Acquisition Provider’s project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
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2) TITLE SERVICES

YES	NO	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider’s scope of work for payment and paid as a separate item.
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YES	NO	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider’s scope of work and paid as a separate item.
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YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.
-----	----	--

1) APPRAISAL

YES	NO	a) Appraiser may be selected from City’s list of state approved fee appraisers.
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YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY. Maintain permission letters with appraisal reports.
-----	----	---

YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY forms.
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YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of subject property. Maintain record of contact in file.
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La Joya Watershed Improvement Project – WA#4

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|-----|----|---|
| YES | NO | e) Prepare complete appraisal report for each parcel to be acquired utilizing the appropriate forms. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| YES | NO | f) As necessary, prepare written notification to COUNTY of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| YES | NO | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by COUNTY. |
| YES | NO | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or COUNTY. |
| YES | NO | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| YES | NO | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |

2) APPRAISAL REVIEW

- | | | |
|-----|----|---|
| YES | NO | a) Review Appraiser may be selected from COUNTY’s list of approved fee appraisers. |
| YES | NO | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| YES | NO | c) Prepare and submit the appropriate forms, for each appraisal. |
| YES | NO | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |

1) APPRAISAL UPDATES

- | | | |
|-----|----|--|
| YES | NO | a) Prepare complete appraisal update for the parcel to be acquired utilizing the appropriate forms. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| YES | NO | b) As necessary, prepare written notification to COUNTY of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by COUNTY. |

La Joya Watershed Improvement Project – WA#4

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|---------------------------------------|----|---|
| YES | NO | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY. |
| YES | NO | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser’s expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| YES | NO | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
| 2) NEGOTIATION, TASKS AND FEES | | |
| YES | NO | a) Analyze appraisal and appraisal review reports and confirm the COUNTY’s approved value prior to making offer for each parcel. |
| YES | NO | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| YES | NO | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY on applicable COUNTY forms. |
| YES | NO | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| YES | NO | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| YES | NO | f) Respond to property owner inquiries verbally and in writing within two business days. |
| YES | NO | g) Prepare a separate negotiator contact report for each parcel per contact. |
| YES | NO | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| YES | NO | i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY policy and procedures. |
| YES | NO | j) Prepare final offer letter, documents of conveyance as necessary. |
| YES | NO | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| YES | NO | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |

Services
 Provided By:
ENGINEER COUNTY

- | | | |
|-----|-----|---|
| YES | NO | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| YES | NO | n) The consultant shall, as part of this proposal, estimates 20% of the parcels identified on Page 13-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| YES | NO | 3) CLOSING SERVICE FEES
a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| YES | NO | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| N/A | N/A | 4) RELOCATION ASSISTANCE SERVICES – N/A
a) The amount of relocations or displacements is identified on Page 13-1. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| N/A | N/A | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| N/A | N/A | c) COUNTY will review, approve and pay for all relocation costs as per the Agreement. |
| YES | YES | 5) CONDEMNATION SUPPORT
a) Pre-Hearing Support
i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. <u>Spouses of owners must also be joined.</u>
iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator’s Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney’s office.
v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk’s Office.
viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files. |

Services
Provided By:
ENGINEER COUNTY

YES YES

- ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
- x) The COUNTY shall file all originals with the court and send copies marked “copy” to L & G Engineering.
- xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
- xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY’s provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
- xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
- xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner’s hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
- xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped “copy” to L&G Engineering ROW Office.
- xvi) The COUNTY’s Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
- b) Post Hearing Support (by COUNTY Attorney)
 - i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the COUNTY clerk’s office.
 - ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge’s signatures within 48 hours of the Hearing.
 - iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
 - iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
 - v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
 - vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
 - viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
 - ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
 - x) All acquisition negotiations file indicating all “due diligence” provided by the Acquisition Provider will be directed to the COUNTY Attorney’s office for his further handling in accordance to the Eminent Domain process by the COUNTY.

6) COMPENSABLE UTILITIES – N/A

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design,

Services
 Provided By:
ENGINEER COUNTY

acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- | | | |
|-----|-----|---|
| N/A | N/A | <ul style="list-style-type: none"> a) Preliminary Design Consultations i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers. |
| N/A | N/A | <ul style="list-style-type: none"> b) Field Observations and Verifications i) Provide maps to Utility providers to “redline” and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service. |
| N/A | N/A | <ul style="list-style-type: none"> c) Exchange of Information with Utility Providers i) Provide project schedule. ii) Request schedules for utility adjustments. iii) Identify who is responsible for utility process. |
| N/A | N/A | <ul style="list-style-type: none"> d) Confirmation of Property Interests i) Request Documents. ii) Coordination of data on maps and citation of property interest documents. iii) Confirm utilities are within easements. |
| N/A | N/A | <ul style="list-style-type: none"> e) Coordination of Agreements i) Identify utilities that are compensable. ii) Determine parties and agreements necessary to complete compensable process. iii) Coordinate execution and processing of Standard Utility Agreements. |
| N/A | N/A | <ul style="list-style-type: none"> f) Utility Meetings throughout project development i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases. ii) Attend and participate in meetings by other parties. |

7) PAYMENT SCHEDULE

- | | | |
|-----|-----|--|
| YES | YES | <ul style="list-style-type: none"> a) Project Administration <ul style="list-style-type: none"> a) Payment and Milestones <ul style="list-style-type: none"> i) Full Project Office <ul style="list-style-type: none"> (1) Lump Sum Basis (assume 8 year project presence) (2) Initial payment of 25% upon establishment of a project office. (3) Remainder paid out in equal monthly installments of 15% starting the following month. (4) Monthly billing to HIDALGO COUNTY DRAINAGE DISTRICT #1 will be required. b) Title Services <ul style="list-style-type: none"> i) Payment <ul style="list-style-type: none"> (a) Per Parcel basis. ii) Milestones <ul style="list-style-type: none"> (a) 100% upon securing initial title commitment. |
|-----|-----|--|

La Joya Watershed Improvement Project – WA#4

- c) Appraisal Services
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% paid upon delivery of complete and acceptable appraisal report
- d) Appraisal Review
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon submission of ROW-A-10
- e) Appraisal Update
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon delivery of complete and acceptable appraisal update.
- f) Negotiation, Task, and Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 80% upon presentation of initial offer.
 - (b) 20% upon successful negotiation and all instruments are recorded.
- g) Closing Service Fees
 - i) Payment
 - (a) Per Parcel Basis
 - ii) Milestones
 - (a) 100% upon recordation of instrument of conveyance.
- h) Relocation Assistance (N/A)
 - i) Payment
 - (a) Per Relocation
 - ii) Milestones
 - (a) 100% upon issuance of 90-day vacancy letter.
- i) Compensable Utilities (N/A)
 - i) Payment
 - (a) By percent complete

ADDITIONAL RESPONSIBILITIES

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer and one Right-of-Way Acquisition Manager to be responsible throughout the project for project management and all communications, including billing, with the COUNTY’s Director. Any replacements to the ENGINEER’s designated Project Manager/Engineer must be approved by the COUNTY.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed here:

<u>Service</u>	<u>Office Location</u>
Administration	Mercedes Office
ROW Acquisition Services	Mission Office

The work effort will be managed out of the _____ Mercedes _____
(City)
office located at _____ 2100 West Expressway 83 _____,
(Address)
_____ Mercedes _____, _____ Texas _____
(City) (State)

PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Liberty Rd. Caliche Pit

LENGTH: _____

HIGHWAY: N/A

LIMITS: Liberty Rd. Caliche Pit

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an “X” in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTE

RIGHT-OF-WAY DATA

(Function Code 130)

Services

Provided By:

SURVEYOR ENGR

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by HCDD #1.

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 1. Ownership Data in a .dgn file
a. The entire project limits (Liberty Rd. Caliche Pit)
b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
c. For each drainage outfall property
d. For each irrigation structure pipe. |
| <u>YES</u> | <u>NO</u> | 2. Parcel plats & Right-of-Way Map
a. A ROW map, parcel plats and field notes shall be prepared and furnished.
b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
c. ROW map must depict all improvements affecting ROW. |
| <u>YES</u> | <u>NO</u> | 3. Utilities (Compensable)
a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility. |
| <u>YES</u> | <u>NO</u> | 4. Field Notes
a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
b. Computation Sheets for Survey Closure and Area for Each Parcel.
c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| <u>YES</u> | <u>NO</u> | 5. Survey and Stake Right-of-Way |
| <u>YES</u> | <u>NO</u> | 6. Records as Required by the County and State
a. Records used to establish ownership |
| <u>YES</u> | <u>NO</u> | 7. General Guidelines for Preparation of Right-of-Way Maps
<i>(Sample ROW Maps and Parcel Plats and field notes attached)</i> |

GENERAL SPECIFICATIONS

- a. All data submitted by the surveyor will be legible, organized and well documented.
- b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
- c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
- d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
- e. The surveyor will be required to complete the attached “Right-of-Way Map Checklist” and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Reports.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all proposed exterior boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the SURVEYOR.

- l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

SUBMITTALS

- a. ROW Map Submittal Requirements:
 - (1) Two (2) paper sets of half-size ROW maps (11"x 17")
 - (2) Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
 - (3) One (1) electronic copy of the ROW Map on a CD, and
 - (4) One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD.
- b. After Preliminary Approval of the ROW Maps by HCDD#1 (REVISIONS) Submittal Requirements:
 - (1) Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
 - (2) Four (4) sets of any Revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
 - (3) One (1) electronic copy of the Revised ROW Map sheets on a CD, and
 - (4) One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the Revised ROW Map sheets and the DGN file can be on one CD.

ATTACHMENT “B”

Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the La Joya Watershed – Phase I (Liberty Pit Detention Pond) project hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

The **Laboratory** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT “C”**.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Four (4) Borings will be drilled at pit elevations of approx. +205 ft (Borings will be advanced to a depth of approximately 45 feet below the existing top of natural ground)
- Four (4) Borings will be drilled at pit elevations of approx. +180 ft (Borings will be advanced to a depth of approximately 20 feet below the existing top of natural ground)
- Two (2) Borings will be drilled at pit elevations of approx. +190 ft (Borings will be advanced to a depth of approximately 30 feet below the existing top of natural ground)

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)

This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)

This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)

This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- [Develop Plan View of Boring Logs and Classification of Soil Strata](#)
 - Plan view and location scheme of borings will be developed based on preliminary site investigations. Laboratory classification testing and inspection of the soil samples will be reviewed by a Geotechnical Engineer to provide soil classification for engineering purposes in accordance with ASTM D2487 (United Soil Classification System – USCS).
- [Strength Parameters and Structural Evaluation of Soil Borings](#)
 - A detailed structural evaluation of the borings will be done so that soil strength parameters can be quantified for usage in overall global stability calculations and estimation of consistency of in-situ strata. In addition, strength parameters will be correlated based on field strength testing for usage in recommendations of construction efforts.
- [Soil Slope Stability Analysis \(GSTABL\) for Detention Pond Side Slopes](#)
 - A geometric model will be constructed for each of the proposed pond side slope cross-sections to ensure accurate modeling of the proposed configuration. A limit equilibrium slope stability analysis will be conducted to ensure adequate Factor of Safety on the proposed slopes.
- [Analysis of Proposed Excavation Soils for Future Usage](#)
 - Soils will be investigated through rigorous laboratory testing to establish properties. An analysis of consistency of soils (grid based) will be conducted to determine approximate quantities. Soils will be analyzed for future usage as potential select fill (TxDOT specifications).
- [Pond Recommendations – Geometry, Geotech. Issues, Limits, Construction](#)
 - The **Laboratory** will consolidate all information, calculations and analyses to provide overall recommendations on overall pond design and construction.

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: TRESS DETENTION

LENGTH: _____

HIGHWAY: N/A

LIMITS: TRESS DETENTION

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an “X” in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTE

RIGHT-OF-WAY DATA

(Function Code 130)

Services

Provided By:

SURVEYOR ENGR

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by HCDD #1.

- | | | |
|------------|-----------|--|
| <u>YES</u> | <u>NO</u> | 1. Ownership Data in a .dgn file |
| | | a. The entire project limits (TRESS Detention @ HCID#1) |
| | | b. Compensable utility ownership that has property rights on ROW shall be researched and provided. |
| | | c. For each drainage outfall property |
| | | d. For each irrigation structure pipe. |
| <u>YES</u> | <u>NO</u> | 2. Parcel plats & Right-of-Way Map |
| | | a. A ROW map, parcel plats and field notes shall be prepared and furnished. |
| | | b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). |
| | | c. ROW map must depict all improvements affecting ROW. |
| <u>YES</u> | <u>NO</u> | 3. Utilities (Compensable) |
| | | a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility. |
| <u>YES</u> | <u>NO</u> | 4. Field Notes |
| | | a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map |
| | | b. Computation Sheets for Survey Closure and Area for Each Parcel. |
| | | c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps. |
| <u>YES</u> | <u>NO</u> | 5. Survey and Stake Right-of-Way |
| <u>YES</u> | <u>NO</u> | 6. Records as Required by the County and State |
| | | a. Records used to establish ownership |
| <u>YES</u> | <u>NO</u> | 7. General Guidelines for Preparation of Right-of-Way Maps |
| | | <i>(Sample ROW Maps and Parcel Plats and field notes attached)</i> |

GENERAL SPECIFICATIONS

- a. All data submitted by the surveyor will be legible, organized and well documented.
- b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
- c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
- d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
- e. The surveyor will be required to complete the attached “Right-of-Way Map Checklist” and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Reports.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all proposed exterior boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
 - a. Month(s) and year abstracting was performed upon which the map is based.
 - b. Month(s) and year field surveys were conducted upon which the map is based.
 - c. Month and year map was completed by the SURVEYOR.

- l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

- a. The field note description will begin with a general description that will include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning on proposed R.O.W. line.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
 - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
 - (6) Note referencing parcel plat.

SUBMITTALS

- a. ROW Map Submittal Requirements:
 - (1) Two (2) paper sets of half-size ROW maps (11"x 17")
 - (2) Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
 - (3) One (1) electronic copy of the ROW Map on a CD, and
 - (4) One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD.
- b. After Preliminary Approval of the ROW Maps by HCDD#1 (REVISIONS) Submittal Requirements:
 - (1) Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
 - (2) Four (4) sets of any Revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
 - (3) One (1) electronic copy of the Revised ROW Map sheets on a CD, and
 - (4) One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the Revised ROW Map sheets and the DGN file can be on one CD.

ATTACHMENT “B”

Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the La Joya Watershed – Phase I (South Basin Detention Pit) project hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

The **Laboratory** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT “C”**.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Nine (9) Borings will be drilled at throughout the proposed pond location (Borings will be advanced to a depth of approximately 25 feet below the existing top of natural ground)

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

- (1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.
- (2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.
- (3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

Laboratory: L&G Engineering Laboratory, LLC

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III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- [Develop Plan View of Boring Logs and Classification of Soil Strata](#)
 - Plan view and location scheme of borings will be developed based on preliminary site investigations. Laboratory classification testing and inspection of the soil samples will be reviewed by a Geotechnical Engineer to provide soil classification for engineering purposes in accordance with ASTM D2487 (United Soil Classification System – USCS).
- [Strength Parameters and Structural Evaluation of Soil Borings](#)
 - A detailed structural evaluation of the borings will be done so that soil strength parameters can be quantified for usage in overall global stability calculations and estimation of consistency of in-situ strata. In addition, strength parameters will be correlated based on field strength testing for usage in recommendations of construction efforts.
- [Soil Slope Stability Analysis \(GSTABL\) for Detention Pond Side Slopes](#)
 - A geometric model will be constructed for each of the proposed pond side slope cross-sections to ensure accurate modeling of the proposed configuration. A limit equilibrium slope stability analysis will be conducted to ensure adequate Factor of Safety on the proposed slopes.
- [Analysis of Proposed Excavation Soils for Future Usage](#)
 - Soils will be investigated through rigorous laboratory testing to establish properties. An analysis of consistency of soils (grid based) will be conducted to determine approximate quantities. Soils will be analyzed for future usage as potential select fill (TxDOT specifications).
- [Pond Recommendations – Geometry, Geotech. Issues, Limits, Construction](#)
 - The **Laboratory** will consolidate all information, calculations and analyses to provide overall recommendations on overall pond design and construction.

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

CITY/COUNTY: HIDALGO COUNTY/PENITAS

CONTROL: _____

PROJECT/DESCRIPTION: DESIGN AND CONSTRUCTION SURVEYS, AND
RIGHT-OF-WAY MAPPING FOR THE
LA JOYA WATERSHED PROJECT

LENGTH: 2.1 MILES

HIGHWAY: LA JOYA WATERSHED PROJECT

LIMITS: FROM 3 ½ MI N TOM GIL TO LIBERTY RD. CALICHE PIT

PROJECT CLASSIFICATION

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

COUNTY shall mean the Hidalgo County Drainage Dist. No. 1.

ROUTE AND DESIGN STUDIES

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN AND CONSTRUCTION SURVEYS
(Function Code 150)

B. DESIGN AND CONSTRUCTION SURVEYS:

1. PURPOSE:

The purpose of a “design survey” is to provide field information in support of drainage systems design.

The purpose of a “construction survey” is to provide field data in support of drainage system construction.

2. DEFINITIONS:

A “design survey” is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A “construction survey” is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

3. WORK TO BE PERFORMED:

3.1. Design Surveys:

In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

YES N/A

3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.

YES N/A

3.1.2. Locate all existing utilities, overhead and underground.
Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down.

N/A N/A

3.1.3. Locate topographical features and existing improvements.

YES N/A

3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

N/A N/A

3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES N/A

3.1.6. Profile and cross section intersecting streets for ties into project (100ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

YES N/A

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:		
<u>ENGINEER</u>	<u>COUNTY</u>	
<u>YES</u>	<u>N/A</u>	3.1.7. Cross section irrigation crossings for a distance of 20-ft beyond the <u>proposed</u> ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
<u>YES</u>	<u>N/A</u>	3.1.8. Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
<u>N/A</u>	<u>N/A</u>	3.1.9. Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
<u>N/A</u>	<u>N/A</u>	3.1.10. Inventory signs, mailboxes, and large trees within the proposed ROW.
<u>N/A</u>	<u>N/A</u>	3.1.11. Locate wetlands.
<u>YES</u>	<u>N/A</u>	3.1.12. Establish additional control points.
<u>YES</u>	<u>N/A</u>	3.1.13. Locate existing right-of-ways.
<u>YES</u>	<u>N/A</u>	3.1.14. Review right-of-way maps.
<u>N/A</u>	<u>N/A</u>	3.1.15. Locate boreholes.
<u>N/A</u>	<u>N/A</u>	3.1.16. Perform hydrographic surveys.
<u>YES</u>	<u>N/A</u>	3.1.17. Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set.
		3.2. <u>Construction Surveys:</u> In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
<u>N/A</u>	<u>N/A</u>	3.2.1. Stake existing and/or proposed right-of-ways.
<u>N/A</u>	<u>N/A</u>	3.2.2. Stake existing and/or proposed baseline/centerline.
<u>N/A</u>	<u>N/A</u>	3.2.3. Stake proposed bridge structures.
<u>N/A</u>	<u>N/A</u>	3.2.4. Stake proposed drainage structures, such as manholes, culverts, etc.
<u>N/A</u>	<u>N/A</u>	3.2.5. Set grade stakes.
<u>N/A</u>	<u>N/A</u>	3.2.6. Recover and check existing control points.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- | | | | |
|------------|------------|--------|--|
| <u>N/A</u> | <u>N/A</u> | 3.2.7. | Establish additional control points. |
| <u>N/A</u> | <u>N/A</u> | 3.2.8. | Check elevations and locations of structures. |
| <u>N/A</u> | <u>N/A</u> | 3.2.9. | Determine and resolve conflicts associated with survey data. |

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

- | | | | |
|------------|------------|-------|---|
| <u>YES</u> | <u>N/A</u> | 4.1. | Digital Terrain Models (DTM) in a format acceptable by the ENGINEER. |
| <u>YES</u> | <u>N/A</u> | 4.2. | Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys. |
| <u>YES</u> | <u>N/A</u> | 4.3. | Computer printouts or other tabulations summarizing the results of field surveys. |
| <u>YES</u> | <u>N/A</u> | 4.4. | Digital files or media acceptable by the ENGINEER containing field survey data. |
| <u>YES</u> | <u>N/A</u> | 4.5. | Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey. |
| <u>YES</u> | <u>N/A</u> | 4.6. | Field survey notes hard copies. |
| <u>YES</u> | <u>N/A</u> | 4.7. | An 11 inch by 17 inch survey control data sheet for construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor. |
| <u>YES</u> | <u>N/A</u> | 4.8. | Final set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines. |
| <u>YES</u> | <u>N/A</u> | 4.9. | A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder. |
| <u>YES</u> | <u>N/A</u> | 4.10. | Survey report summary in a format requested by the ENGINEER. |
| <u>YES</u> | <u>N/A</u> | 4.11. | Items indicated under the Automation Requirements Section 6. |

5. GENERAL REQUIREMENTS:

- 5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.
- 5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE OF TEXAS.
Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
 - 5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
 - 5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
 - 5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
 - a. Bridges and other roadway structures: less than 0.1 of one foot.
 - b. Utilities and improvements: less than 0.2 of one foot.
 - c. Cross-sections and profiles: less than 1 foot.
 - 5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
 - a. Bridges and other roadway structures: less than 0.02 of one foot.
 - b. Utilities and improvements: less than 0.1 of one foot.
 - c. Cross-sections and profiles: less than 0.2 of one foot.
- 6. AUTOMATION REQUIREMENTS:**
- 6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.
 - 6.2. Electronically collected and processed field survey data files shall be fully compatible with the County's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE OF TEXAS.
 - 6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER
ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) or his designated Texas Professional Engineer (PE) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) or (PE) shall be accessible at all times and working from the local office.

ATTACHMENT “B”

Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the La Joya Watershed – Phase I (Outfall Section) project hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

The **Laboratory** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT “C”**.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Ten (10) Borings will be drilled at throughout the proposed outfall alignment at approximate 1,000 ft spacing and at proposed structures (Borings will be advanced to a depth of approximately 30 feet below the existing top of natural ground)

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

- (1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.
- (2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

- (3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.
- (4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422)
This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve. Full gradation curve can be utilized to extract D50 and D90 soil particle diameters for use in scour analysis and prediction for foundation design.
- (5) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized to determine whether or not a subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option. Additionally, high presence of sulfates in soils can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- [Develop Plan View of Boring Logs and Classification of Soil Strata](#)
 - Plan view and location scheme of borings will be developed based on preliminary site investigations. Laboratory classification testing and inspection of the soil samples will be reviewed by a Geotechnical Engineer to provide soil classification for engineering purposes in accordance with ASTM D2487 (United Soil Classification System – USCS).
- [Strength Parameters and Structural Evaluation of Soil Borings](#)
 - A detailed structural evaluation of the borings will be done so that soil strength parameters can be quantified for usage in overall global stability calculations and estimation of consistency of in-situ strata. In addition, strength parameters will be correlated based on field strength testing for usage in recommendations of construction efforts and shallow structural foundation design.
- [Bearing Capacity at Structure Locations \(Culvert Crossings\)](#)
 - Shallow foundation analyses will include calculation of site specific allowable bearing capacities and evaluation of settlement parameters (as applicable). The **Laboratory** shall, as a function of this task, provide assistance to the **Engineer** in the design of final shallow foundations. If soft soils or problematic geotechnical conditions are found, the **Laboratory** will document locations and provide recommendations.

Laboratory: L&G Engineering Laboratory, LLC

Engineer: L&G Consulting Engineers, Inc.

- Soil Slope Stability Analysis (GSTABL) for Channel
 - A geometric model will be constructed for each of the proposed pond side slope cross-sections to ensure accurate modeling of the proposed configuration. A limit equilibrium slope stability analysis will be conducted to ensure adequate Factor of Safety on the proposed slopes.
- Soil Scourability and Establishment of D50-D90 Values
 - Results of full sieve and hydrometer analyses and soil classifications will be used to provide soil scour parameters for use in Scour Analysis at structure locations. Determination of extent of scour will be of importance at locations of structure foundations.
- Analysis of Proposed Excavation Soils for Future Usage
 - Soils will be investigated through rigorous laboratory testing to establish properties. An analysis of consistency of soils (alignment based) will be conducted to determine approximate quantities. Soils will be analyzed for future usage as potential select fill (TxDOT specifications).
- Channel/Culvert Recommendations – Geometry, Geotech. Issues, Limits, Construction
 - The **Laboratory** will consolidate all information, calculations and analyses to provide overall recommendations on both culvert locations and channel cross sections. Recommendations will cover geometry, design, issues noted through the investigation process and construction.

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

**EXHIBIT D - WA #4
FEE PROPOSAL**

**La Joya Watershed Improvement Project
HIDALGO COUNTY DRAINAGE DISTRICT #1**

TASK	MANHOURS								L&G TOTAL HOURS	Lump Sum and/or Sub-Contract Amounts
	Senior Project Manager	Senior Engineer	Design Engineer	Senior Engineering Technician	ROW Administrator	Senior Environmental Scientist	Environmental Scientist	Admin / Clerical		
Task A - Construction Plans for Liberty Pit Detention Facility										
1a	Coordination & Management of ROW and Design Survey, & Geotechnical	20	24					40	84	
2a	SUB: Field and Design Survey (Utility Locates) - #3 (FC 150)								0	\$27,168.00
3a	SUB: ROW Map, Parcel Sketches, & Field Notes - #3 (FC 130)								0	\$22,400.00
4a	Acquisition of ROW for Proposed Facility; Negotiation with Land Owner(s) - #1 (L&G ROW)								0	\$28,100.00
5a	SUB: Geotechnical Exploration & Analyses for Proposed Facility - #2								0	\$27,538.64
6a	Conceptual Site Plan Identifying 60% of Recovered ROW & Design Surveys (Prior to PS&E Release)	14		40	50			2	106	
7a	Plans, Specifications & Estimates (PS&E) for Proposed Facility & 400ft. Zone for Commercial Development	30	90	120	180			12	432	
									0	
Task B - Construction Plans for South Basin Pit Detention Facility										
1b	Coordination & Management of ROW and Design Survey, & Geotechnical	14	18					32	64	
2b	SUB: Field and Design Survey (Utility Locates) - #3 (FC 150)								0	\$24,935.00
3b	SUB: ROW Map, Parcel Sketches, & Field Notes - #3 (FC 130)								0	\$7,488.00
4b	Acquisition of ROW for Proposed Facility; Negotiation with Land Owner(s) - #1 (L&G ROW)								0	\$14,800.00
5b	SUB: Geotechnical Exploration & Analyses for Proposed Facility - #2								0	\$21,162.28
6b	Conceptual Site Plan Identifying 60% of Recovered ROW & Design Surveys (Prior to PS&E Release)	10		32	40			2	84	
7b	Plans, Specifications & Estimates (PS&E) for Proposed Facility	20	60	80	120			8	288	
									0	
Task C - Phase I Outfall Development of La Joya Watershed Drainage Master Plan										
1c	Coordination & Management of ROW Base Map, Design Survey & Geotechnical	26	30					40	96	
2c	SUB: Design Survey (Utility Locates) - #3 (FC 150)								0	\$67,062.00
3c	SUB: Geotechnical Exploration & Analyses for Proposed Outfall Facility - #2								0	\$29,301.96
4c	Preliminary Detailed Schematic for Proposed Phase I Outfall	20	50	70	200			24	364	
5c	Plans, Specifications & Estimates (PS&E) for Proposed Outfall	100	280	540	860			40	1820	
	Subtotal Hours	254	552	882	1450	0	0	0	200	3338
	Contract Hourly Rate (including Overhead Rate : 171.00%, Profit Rate: 12.00%, and FY 2014 Escalation Rate: 3.00%)	\$ 212.59	\$ 175.07	\$ 112.55	\$ 78.16	\$ 106.29	\$ 134.43	\$ 78.16	\$ 56.27	
	Total Labor Costs	\$ 53,997.86	\$ 96,638.64	\$ 99,269.10	\$ 113,332.00	\$ -	\$ -	\$ -	\$ 11,254.00	\$ 374,491.60

Project Team Cost Proposals - Sub Consultants

- 1). Right of Way Acquisition (By L&G Engineering - ROW Group)
- 2). L&G Engineering Laboratory, LLC
- 3). R.O.W. Surveying Services, LLC

Cost Proposal

- \$42,900.00 (See detailed break-down of fee on Exhibit D-7, & D-8)
- \$78,002.88 (See detailed break-down of fee on Exhibit D-2, D-4, & D-6)
- \$149,053.00 (See detailed break-down of fee on Exhibit D-1, D-3, & D-5)

Grand Total

\$ 644,447.48

**Attachment D-2
Estimated Cost Proposal**

Geotechnical Engineering, Report & Summary



L&G ENGINEERING LABORATORY

La Joya Watershed - Phase I - Liberty Pit Detention Pond L&G Consulting Engineers, Inc.		MANHOURS					Total
		Senior Project Manager	Senior Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical	
TASK							
1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			4			4
2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			4			4
3	Soil Slope Stability Analysis (GSTABL) for Detention Pond Side Slopes		2	10			12
4	Analysis of Prop. Excavation Soils for Future Usage		2	10			12
5	Pond Recommendations - Geometry, Geotech. Issues, Limits, Const.		2	10			12
6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	2	4	16	4	2	28
7	Meeting and Coordination	2					2
							0
							0
							0
	Subtotal	4	10	54	4	2	74
Labor Hours		4	10	54	4	2	74
Contract Rate w/ Audited Overhead Rate of 217.19% & 12% Profit & 3% FY14 Escalation Rate		\$ 248.64	\$ 204.76	\$ 131.63	\$ 76.79	\$ 65.82	
Total Labor Costs		\$ 994.56	\$ 2,047.60	\$ 7,108.02	\$ 307.16	\$ 131.64	\$ 10,588.98

LINE ITEM EXPENSES

Printing Reproduction (Estimated 3 Reports x 40 Pages per Report x \$1.00 per Page)

\$ 120.00

*L&G Engineering Laboratory (Sub-Total for Geo. Field & Lab Services)

\$ 16,829.66

* - (Please see page 2, for detailed estimates of testing)

Total Expenses

\$ 16,949.66

L&G Laboratory Total Cost

\$ 27,538.64

Attachment D-2
Estimated Cost Proposal
Geotechnical Field and Laboratory Services
La Joya Watershed - Phase I - Liberty Pit Detention Pond
 Prepared for L&G Consulting Engineers, Inc.

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Geotechnical Engineer (Staff)		Hours	2	\$ 204.76	\$ 409.52
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	Utility Clearances / Boring Locates					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	\$ 58.50	\$ 117.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	80	\$ 0.55	\$ 44.00
	F. Survey Locate Borings (X,Y,Z)		LS			\$ -
III.	Field Exploration					
A	Mobilization/Demobilization		Day	4	\$ 250.00	\$ 1,000.00
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Samp (SS)		Feet	320	\$ 18.00	\$ 5,760.00
	1b. ASTM Drill & SPT/Tube Samp (Mud)		Feet		\$ 27.00	\$ -
	1c. TxDOT Drill St incl/ Tube Samp (SS)		Feet		\$ 18.00	\$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.		\$ 15.00	\$ -
	3. Field Logger / Engineering Tech		Hour	40	\$ 58.50	\$ 2,340.00
	4. 24 Hr. Water Level Observations		Hour	2	\$ 58.50	\$ 117.00
	5. Piezometers		Each			\$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	320	\$ 2.00	\$ 640.00
	7. Vehicle Charge		Mile	400	\$ 0.55	\$ 220.00
C	Miscellaneous Field Services					
IV.	Engineering Data Analysis / Report					
	1. Staff Engineer		Hours			
	2. Engineering Spec. (Soil Classification)		Hours	7	\$ 117.01	\$ 819.07
	3. Engineering Spec. (Logs & Summaries)		Hours	7	\$ 117.01	\$ 819.07
	4. Moisture Content		Ea.	64	\$ 8.50	\$ 544.00
	5. Atterberg Limits		Ea.	32	\$ 65.00	\$ 2,080.00
	6. -200 Determination		Ea.	32	\$ 60.00	\$ 1,920.00
	7. Sieve Analysis (w/ Hydrometers)		Ea.		\$ 85.00	\$ -
	8. UC Testing (w/ Unit Weight)		Ea.		\$ 50.00	\$ -
	9. Consolidation Testing		Ea.		\$ 475.00	\$ -
	10. Dry Unit Weight		Ea.			\$ -
	11. Soils Sulfate Content (Bridge/Culv.)		Ea.		\$ 95.00	\$ -
	12. Determination of Soil pH		Ea.		\$ 70.00	\$ -
Project Sub-Total (Geo Field and Lab)						\$ 16,829.66

**Attachment D-4
Estimated Cost Proposal**

Geotechnical Engineering, Report & Summary



L&G ENGINEERING LABORATORY

La Joya Watershed - Phase I - South Basin Detention Pond L&G Consulting Engineers, Inc.		MANHOURS					Total
		Senior Project Manager	Senior Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical	
TASK							
1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			2			2
2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
3	Soil Slope Stability Analysis (GSTABL) for Detention Pond Side Slopes		2	8			10
4	Analysis of Prop. Excavation Soils for Future Usage		2	8			10
5	Pond Recommendations - Geometry, Geotech. Issues, Limits, Const.		2	8			10
6	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	2	4	12	4	2	24
7	Meeting and Coordination	2					2
							0
							0
							0
	Subtotal	4	10	40	4	2	60
Labor Hours		4	10	40	4	2	60
Contract Rate w/ Audited Overhead Rate of 217.19% & 12% Profit & 3% FY14 Escalation Rate		\$ 248.64	\$ 204.76	\$ 131.63	\$ 76.79	\$ 65.82	
Total Labor Costs		\$ 994.56	\$ 2,047.60	\$ 5,265.20	\$ 307.16	\$ 131.64	\$ 8,746.16

LINE ITEM EXPENSES

Printing Reproduction (Estimated 3 Reports x 30 Pages per Report x \$1.00 per Page)

\$ 90.00

*L&G Engineering Laboratory (Sub-Total for Geo. Field & Lab Services)

\$ 12,326.12

* - (Please see page 2, for detailed estimates of testing)

Total Expenses

\$ 12,416.12

L&G Laboratory Total Cost

\$ 21,162.28

Attachment D-4
Estimated Cost Proposal
Geotechnical Field and Laboratory Services
La Joya Watershed - Phase I - South Basin Detention Pond
 Prepared for L&G Consulting Engineers, Inc.

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Geotechnical Engineer (Staff)		Hours	2	\$ 204.76	\$ 409.52
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	Utility Clearances / Boring Locates					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	\$ 58.50	\$ 117.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	80	\$ 0.55	\$ 44.00
	F. Survey Locate Borings (X,Y,Z)		LS			\$ -
III.	Field Exploration					
A	Mobilization/Demobilization		Day	3	\$ 250.00	\$ 750.00
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Samp (SS)		Feet	225	\$ 18.00	\$ 4,050.00
	1b. ASTM Drill & SPT/Tube Samp (Mud)		Feet		\$ 27.00	\$ -
	1c. TxDOT Drill St incl/ Tube Samp (SS)		Feet		\$ 18.00	\$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.		\$ 15.00	\$ -
	3. Field Logger / Engineering Tech		Hour	30	\$ 58.50	\$ 1,755.00
	4. 24 Hr. Water Level Observations		Hour	2	\$ 58.50	\$ 117.00
	5. Piezometers		Each			\$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	240	\$ 2.00	\$ 480.00
	7. Vehicle Charge		Mile	320	\$ 0.55	\$ 176.00
C	Miscellaneous Field Services					
IV.	Engineering Data Analysis / Report					
	1. Staff Engineer		Hours			
	2. Engineering Spec. (Soil Classification)		Hours	5	\$ 117.01	\$ 585.05
	3. Engineering Spec. (Logs & Summaries)		Hours	5	\$ 117.01	\$ 585.05
	4. Moisture Content		Ea.	45	\$ 8.50	\$ 382.50
	5. Atterberg Limits		Ea.	23	\$ 65.00	\$ 1,495.00
	6. -200 Determination		Ea.	23	\$ 60.00	\$ 1,380.00
	7. Sieve Analysis (w/ Hydrometers)		Ea.		\$ 85.00	\$ -
	8. UC Testing (w/ Unit Weight)		Ea.		\$ 50.00	\$ -
	9. Consolidation Testing		Ea.		\$ 475.00	\$ -
	10. Dry Unit Weight		Ea.			\$ -
	11. Soils Sulfate Content (Bridge/Culv.)		Ea.		\$ 95.00	\$ -
	12. Determination of Soil pH		Ea.		\$ 70.00	\$ -
Project Sub-Total (Geo Field and Lab)						\$ 12,326.12

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No.4

	A	B	C	D	E	F	G	H	I	J
1	Project: HCID#1 La Joya Watershed Outfall					R.O.W. Surveying Services, LLC				
2	County: Hidalgo County, Texas									
3	From: 4 1/2 Mile Tom Gil to Caliche Pit									
4	Description of Work: ROW Map and Design Survey									
5										
6	TASK AND DESCRIPTION	Survey PM	RPLS	Survey Technician	4-man Survey Crew	3-man Survey Crew	2-man Survey Crew	Admin/ Clerical	Total Hours	Cost
7										
8	HOURLY RATE	\$124.00	\$125.00	\$82.00	\$175.00	\$155.00	\$130.00	\$50.00		
9										
10										
11	PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)									
12	A. Primary Project Control									
13	a. Establish Primary Control	2	5	10	0	0	20	0	37	\$ 4,293.00
14	B. Secondary Project Control							0		
15	a. Set additional secondary control points as needed	0	3	5	0	0	8	0	16	\$ 1,825.00
16	b. Horizontal values established with RTK or VRS	0	4	5	0	0	8	0	17	\$ 1,950.00
17	c. Vertical values established with digital level	0	4	5	0	0	20	0	29	\$ 3,510.00
18	C. Setting Benchmarks									
19	a. Setting Benchmarks @ 1500'(ft) interval	2	0	0	0	0	15	0	17	\$ 2,198.00
20	Subtotal Hours	4	16	25	0	0	71	0	116	
21	Subtotal Cost - Phase 1	\$496.00	\$2,000.00	\$2,050.00	\$0.00	\$0.00	\$9,230.00	\$0.00		\$13,776.00
22	PHASE 2 - DTM Topography and Cross sections									
23	A. Topographic & Crossections	4	0	45	0	0	100	0	149	\$ 17,186.00
24	B. Locate Visible Utilities	4	0	10	0	0	40	0	54	\$ 6,516.00
25	C. Utilities	3	0	10	0	0	25	0	38	\$ 4,442.00
26	D. Proposed Centerline	1	0	5	0	0	25	0	31	\$ 3,784.00
27	E. Profile and Cross section Intersecting Streets	1	0	10	0	0	20	0	31	\$ 3,544.00
28	F. Irrigation Crossings	2	0	10	0	0	30	0	42	\$ 4,968.00
29	G. Existing Storm Drain	2	0	5	0	0	8	0	15	\$ 1,698.00
30	C. Cross Culverts, Driveway Culverts, Inverts	0	0	0	0	0	0	0	0	\$ -
31	I. Outfalls	4	0	10	0	0	15	0	29	\$ 3,266.00
32	J. Driveways and Turnouts	2	0	5	0	0	8	0	15	\$ 1,698.00
33	Subtotal Hours	23	0	110	0	0	271	0	404	
34	Subtotal Cost - Phase 2	\$2,852.00	\$0.00	\$9,020.00	\$0.00	\$0.00	\$35,230.00	\$0.00		\$ 47,102.00
35	PHASE 3 - FINAL REPORT & DELIVERABLES									
36	A. CADD file (2D & 3D) for limits of project	0	0	16	0	0	0	4	20	\$ 1,512.00
37	B. Final Report and Deliverables	16	0	0	0	0	0	6	22	\$ 2,284.00
38	Subtotal Hours	16	0	16	0	0	0	10	42	
39	Subtotal Cost - Phase 3	\$1,984.00	\$0.00	\$1,312.00	\$0.00	\$0.00	\$0.00	\$500.00		\$ 3,796.00
40	PROJECT MANAGEMENT & OVERSIGHT									
41	A. Meeting & Coordination w/ Engineers	4		0	0	0	0	2	6	\$ 596.00
42	B. QC/QA Survey	8	6	0	0	0	0	1	15	\$ 1,792.00
43	Subtotal Hours	12	6	0	0	0	0	3	21	
44	Subtotal Cost - PM & Oversight	\$1,488.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00		\$ 2,388.00
45										
46										
47	Total Fee FC 150	\$6,820.00	\$2,750.00	\$12,382.00	\$0.00	\$0.00	\$44,460.00	\$650.00	583	\$67,062.00
48										
49	Grand Total FC 150									\$67,062.00

**Attachment D-6
Estimated Cost Proposal**

Geotechnical Engineering, Report & Summary



L&G ENGINEERING LABORATORY

La Joya Watershed - Phase I - Outfall Section L&G Consulting Engineers, Inc.		MANHOURS					Total
		Senior Project Manager	Senior Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical	
TASK							
1	Develop Plan View of Boring Logs, Location Scheme, Graphic Files			2			2
2	Structural Evaluation of Borings (Soil Strength & Compress Analysis)			2			2
3	Bearing Capacity at Structure Locations (Culvert Crossings)		2	8			10
4	Soil Slope Stability Analysis (GSTABL) for Channel		2	12			14
5	Scourability (D50-D90 Value Establish)		2	4			6
6	Analysis of Prop. Excavation Soils for Future Usage		2	8			10
7	Channel/Culvert Recommendations - Geometry, Geotech. Issues, Limits, Const.		4	10			14
8	Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	4	4	18	6	4	36
9	Meeting and Coordination	2					2
							0
	Subtotal	6	16	64	6	4	96
Labor Hours		6	16	64	6	4	96
Contract Rate w/ Audited Overhead Rate of 217.19% & 12% Profit & 3% FY14 Escalation Rate		\$ 248.64	\$ 204.76	\$ 131.63	\$ 76.79	\$ 65.82	
Total Labor Costs		\$ 1,491.84	\$ 3,276.16	\$ 8,424.32	\$ 460.74	\$ 263.28	\$ 13,916.34

LINE ITEM EXPENSES

Printing Reproduction (Estimated 3 Reports x 50 Pages per Report x \$1.00 per Page)

\$ 150.00

*L&G Engineering Laboratory (Sub-Total for Geo. Field & Lab Services)

\$ 15,235.62

* - (Please see page 2, for detailed estimates of testing)

Total Expenses

\$ 15,385.62

L&G Laboratory Total Cost

\$ 29,301.96

Attachment D-6
Estimated Cost Proposal
Geotechnical Field and Laboratory Services
La Joya Watershed - Phase I - Outfall Section
 Prepared for L&G Consulting Engineers, Inc.

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Geotechnical Engineer (Staff)		Hours	2	\$ 204.76	\$ 409.52
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	Utility Clearances / Boring Locates					
	A. Technician (Locate Borings)(Util Clr)		Hours	4	\$ 58.50	\$ 234.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	80	\$ 0.55	\$ 44.00
	F. Survey Locate Borings (X,Y,Z)		LS			\$ -
III.	Field Exploration					
A	Mobilization/Demobilization		Day	3	\$ 250.00	\$ 750.00
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Samp (SS)		Feet	300	\$ 18.00	\$ 5,400.00
	1b. ASTM Drill & SPT/Tube Samp (Mud)		Feet		\$ 27.00	\$ -
	1c. TxDOT Drill St incl/ Tube Samp (SS)		Feet		\$ 18.00	\$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.		\$ 15.00	\$ -
	3. Field Logger / Engineering Tech		Hour	30	\$ 58.50	\$ 1,755.00
	4. 24 Hr. Water Level Observations		Hour	2	\$ 58.50	\$ 117.00
	5. Piezometers		Each			\$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	240	\$ 2.00	\$ 480.00
	7. Vehicle Charge		Mile	320	\$ 0.55	\$ 176.00
C	Miscellaneous Field Services					
IV.	Engineering Data Analysis / Report					
	1. Staff Engineer		Hours			
	2. Engineering Spec. (Soil Classification)		Hours	5	\$ 117.01	\$ 585.05
	3. Engineering Spec. (Logs & Summaries)		Hours	5	\$ 117.01	\$ 585.05
	4. Moisture Content		Ea.	60	\$ 8.50	\$ 510.00
	5. Atterberg Limits		Ea.	30	\$ 65.00	\$ 1,950.00
	6. -200 Determination		Ea.	20	\$ 60.00	\$ 1,200.00
	7. Sieve Analysis (w/ Hydrometers)		Ea.	10	\$ 85.00	\$ 850.00
	8. UC Testing (w/ Unit Weight)		Ea.		\$ 50.00	\$ -
	9. Consolidation Testing		Ea.		\$ 475.00	\$ -
	10. Dry Unit Weight		Ea.			\$ -
	11. Soils Sulfate Content (Bridge/Culv.)		Ea.	2	\$ 95.00	\$ 190.00
	12. Determination of Soil pH		Ea.		\$ 70.00	\$ -
Project Sub-Total (Geo Field and Lab)						\$ 15,235.62

EXHIBIT "D-7"
FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

La Joya Watershed Improvement Project
 Liberty Caliche Pit

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Estimated Number of Easements	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	(*) Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Residential/ Business)	Grand Total of Task
2		\$5,800.00	\$600.00	\$2,700.00	\$800.00	0.00	\$3,500.00	\$200.00		
	1	\$500.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00		
Sub Total of Tasks		\$12,100.00	\$1,200.00	\$5,400.00	\$1,600.00	\$400.00 *	\$7,000.00	\$400.00	\$0.00	\$28,100.00

NOTE: Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

\$28,100.00

EXHIBIT "D-8"
FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

La Joya Watershed Improvement Project
 South Detention Basin

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Estimated Number of Easements	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	(*) Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Residential/Business)	Grand Total of Task
1		\$5,800.00	\$600.00	\$2,700.00	\$800.00	0.00	\$3,500.00	\$200.00		
	2	\$500.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00		
Sub Total of Tasks		\$6,800.00	\$600.00	\$2,700.00	\$800.00	\$200.00 *	\$3,500.00	\$200.00	\$0.00	\$14,800.00

NOTE: Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

\$14,800.00



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

July 25, 2014

Godfrey Garza, Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, Texas 78541

RE: Rado Drain

Dear Godfrey:

IPR SC, LLC. (contractor) is requesting an additional 30 calendar days to prepare pipe (EcoCast Application) for this project. Please be advised of the following information:

Original contract time ends:	May 26, 2014
Change Order #1:	July 26, 2014
Rain/weather days:	August 13, 2014
30 days additional request with Change Order #2:	Sept. 12, 2014

If you have additional questions, please contact me at my office at 381-0981

Sincerely,

Fred L. Kurth, P.E.
President

cc: Attachments

CONTRACT CHANGE ORDER

Contract No. 07129.01 Date July 25, 2014

Change Order No. 2 Project: Rado Drain Reroute

To: IPR SC, LLC. Location Edinburg, Texas

You are hereby requested to comply with the following changes from the contract plans and/or specifications:

Item No. (1)	Description of Changes- Quantities, Units, Unit Prices, Change in Completion Schedule, Etc. (2)	Decrease in Contract (3)	Increase in Contract (4)
1	Extension of contract time add 30 days		0
	Total Increase		0
	Net Increase in Contract Price		0

The sum of **\$0.00** is hereby **added to** the total contract price of **\$5,600,044.80** and the total adjusted contract price to date thereby is not changed. The time for completion of the contract is 240 calendar days + 18 calendar days (rain days) + 30 calendar days (additional time to prepare pipe) = 288 calendar days extending contract time to Sept. 12, 2014. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____ Date: _____

IPR SC, LLC.

Recommended by: _____ Date: _____

Melden and Hunt, Inc.

Approved by: _____ Date: _____

HCDD #1



7/25/2014

Attn: Fred Kurth
Melden & Hunt Inc.
115 West McIntyre
Edinburg, Texas 78541

RE: Hidalgo County Drainage District # 1 RADO Drain Reroute Rehab Project - Extension of Contract Days Request

Mr. Kurth,

Inland Pipe Rehab South Central is requesting an extension of contract days for the above mentioned project. The request is for 30 days for preparing pipe for the ECO CAST application .

18 days is due to bad weather days.

Weather days that effected production is as follows , also see attached:

May- 21, 24, 25,26,27,28

June-24, 25, 26, 27

July-5, 9,10,11,12,18,19,20

Regards,

A handwritten signature in cursive script, appearing to read "Gerald Hoffpauir".

Gerald Hoffpauir – Sr. Project Manager IPR SC

« Previous Month	2013	May 2014				2015 »	Next Month ?
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1 Actual: 79 64 Precip: 0.00 Average: 89 69 Precip: 0.06	2 Actual: 82 59 Precip: T Average: 89 70 Precip: 0.07	3 Actual: 88 55 Precip: 0.00 Average: 89 70 Precip: 0.06	
4 Actual: 87 54 Precip: 0.00 Average: 89 70 Precip: 0.07	5 Actual: 87 63 Precip: 0.00 Average: 90 70 Precip: 0.08	6 Actual: 91 69 Precip: 0.00 Average: 90 70 Precip: 0.07	7 Actual: 88 74 Precip: 0.01 Average: 90 71 Precip: 0.08	8 Actual: 88 78 Precip: T Average: 90 71 Precip: 0.07	9 Actual: 94 70 Precip: 0.26 Average: 90 71 Precip: 0.07	10 Actual: 92 66 Precip: 0.00 Average: 90 71 Precip: 0.07	
11 Actual: 93 72 Precip: 0.00 Average: 91 71 Precip: 0.07	12 Actual: 93 79 Precip: T Average: 91 72 Precip: 0.07	13 Actual: 80 63 Precip: 0.23 Average: 91 72 Precip: 0.08	14 Actual: 79 61 Precip: 0.00 Average: 91 72 Precip: 0.07	15 Actual: 84 54 Precip: 0.00 Average: 91 72 Precip: 0.08	16 Actual: 86 53 Precip: 0.00 Average: 92 72 Precip: 0.08	17 Actual: 87 59 Precip: 0.00 Average: 92 72 Precip: 0.08	
18 Actual: 88 66 Precip: 0.00 Average: 92 73 Precip: 0.07	19 Actual: 89 67 Precip: 0.00 Average: 92 73 Precip: 0.07	20 Actual: 91 67 Precip: 0.00 Average: 93 73 Precip: 0.07	21 Actual: 92 75 Precip: T Average: 93 73 Precip: 0.07	22 Actual: 92 76 Precip: T Average: 93 73 Precip: 0.07	23 Actual: 91 75 Precip: 0.00 Average: 93 73 Precip: 0.06	24 Actual: 92 77 Precip: T Average: 93 74 Precip: 0.07	
25 Actual: 92 77 Precip: 0.00 Average: 94 74 Precip: 0.08	26 Actual: 94 78 Precip: T Average: 94 74 Precip: 0.07	27 Actual: 95 78 Precip: T Average: 94 74 Precip: 0.07	28 Actual: 97 73 Precip: 0.30 Average: 94 74 Precip: 0.08	29 Actual: 97 71 Precip: 0.00 Average: 94 74 Precip: 0.08	30 Actual: 97 74 Precip: 0.00 Average: 95 74 Precip: 0.07	31 Actual: 99 72 Precip: 0.00 Average: 95 75 Precip: 0.09	

Month **Precipitation** - Actual month total: 0.80 Normal month total: 2.25

Calendar Key

Sunny Clear	Cloudy Partly Sunny	Mostly Sunny Partly Cloudy	Cloudy	Rain	Snow
Hail Flurries	Thunderstorms	Hazy Fog	Sleet	denotes 'chance of'	Unknown

	Data Category
Actual: 90 58	Condition
Precip: 0.00	High Temp.
Average: 71 53	Lo Temp.
Precip: 0.03	Precip. (in inches)
	Daily Avg. Temp.
	Temps in °F
	60 30 0 30 60 90 120

« Previous Month	« 2013	June 2014					2015 »	Next Month »
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
1 Actual: 95 74 Precip: 0.00 Average: 95 75 Precip: 0.08	2 Actual: 96 72 Precip: 0.00 Average: 95 75 Precip: 0.08	3 Actual: 95 76 Precip: 0.00 Average: 95 75 Precip: 0.08	4 Actual: 96 75 Precip: 0.00 Average: 95 75 Precip: 0.08	5 Actual: 96 75 Precip: 0.00 Average: 96 75 Precip: 0.08	6 Actual: 94 75 Precip: 0.00 Average: 96 75 Precip: 0.09	7 Actual: 96 76 Precip: 0.00 Average: 96 75 Precip: 0.08		
8 Actual: 95 77 Precip: 0.01 Average: 96 75 Precip: 0.09	9 Actual: 96 77 Precip: 0.00 Average: 96 75 Precip: 0.08	10 Actual: 101 78 Precip: 0.00 Average: 96 76 Precip: 0.09	11 Actual: 100 77 Precip: 0.00 Average: 96 76 Precip: 0.09	12 Actual: 101 79 Precip: 0.00 Average: 96 76 Precip: 0.08	13 Actual: 99 79 Precip: 0.00 Average: 96 76 Precip: 0.08	14 Actual: 99 76 Precip: 0.00 Average: 96 76 Precip: 0.07		
15 Actual: 98 77 Precip: 0.00 Average: 96 76 Precip: 0.08	16 Actual: 98 79 Precip: 0.00 Average: 97 76 Precip: 0.09	17 Actual: 99 80 Precip: 0.00 Average: 97 76 Precip: 0.08	18 Actual: 98 80 Precip: 0.00 Average: 97 76 Precip: 0.09	19 Actual: 98 78 Precip: 0.00 Average: 97 76 Precip: 0.09	20 Actual: 98 78 Precip: 0.00 Average: 97 76 Precip: 0.10	21 Actual: 98 77 Precip: 0.00 Average: 97 76 Precip: 0.10		
22 Actual: 96 78 Precip: 0.00 Average: 97 76 Precip: 0.09	23 Actual: 95 81 Precip: 0.00 Average: 97 76 Precip: 0.09	24 Actual: 94 76 Precip: 0.16 Average: 97 76 Precip: 0.10	25 Actual: 92 72 Precip: 0.08 Average: 97 76 Precip: 0.10	26 Actual: 93 74 Precip: 0.05 Average: 97 76 Precip: 0.09	27 Actual: 97 78 Precip: T Average: 97 76 Precip: 0.09	28 Actual: 102 80 Precip: 0.00 Average: 97 76 Precip: 0.09		
29 Actual: 99 80 Precip: 0.00 Average: 97 76 Precip: 0.08	30 Actual: 98 78 Precip: 0.00 Average: 97 76 Precip: 0.07							

Month Precipitation - Actual month total: 0.30 Normal month total: 2.58

Calendar Key

		Mostly				
Sunny Clear	Cloudy Partly Sunny		Mostly Sunny Partly Cloudy	Cloudy	Rain	Snow
Hail Flurries	Thunderstorms	Hazy Fog	Sleet	denotes 'chance of'	Unknown	

Actual: 90 58 Precip: 0.00 Average: 71 53 Precip: 0.03	 Data Category Condition High Temp. Lo Temp. Precip. (in inches) Daily Avg. Temp. Temps in °F -80 -30 0 30 60 90 120
---	--

« Previous Month	« 2013	July 2014					2015 »	Next Month »
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
		<u>1</u> Actual: 97 76 Precip: 0.00 Average: 97 76 Precip: 0.07	<u>2</u> Actual: 100 75 Precip: 0.00 Average: 97 76 Precip: 0.08	<u>3</u> Actual: 99 74 Precip: T Average: 97 76 Precip: 0.08	<u>4</u> Actual: 95 74 Precip: 0.04 Average: 97 76 Precip: 0.07	<u>5</u> Actual: 93 75 Precip: 0.28 Average: 97 76 Precip: 0.08		
<u>6</u> Actual: 97 74 Precip: 0.00 Average: 97 76 Precip: 0.07	<u>7</u> Actual: 97 74 Precip: 0.00 Average: 97 76 Precip: 0.08	<u>8</u> Actual: 96 76 Precip: 0.00 Average: 97 76 Precip: 0.07	<u>9</u> Actual: 94 75 Precip: T Average: 97 76 Precip: 0.08	<u>10</u> Actual: 82 72 Precip: 0.28 Average: 97 76 Precip: 0.07	<u>11</u> Actual: 94 75 Precip: 0.00 Average: 97 76 Precip: 0.08	<u>12</u> Actual: 96 75 Precip: T Average: 97 76 Precip: 0.08		
<u>13</u> Actual: 99 73 Precip: 0.00 Average: 97 76 Precip: 0.08	<u>14</u> Actual: 100 74 Precip: 0.00 Average: 97 76 Precip: 0.08	<u>15</u> Actual: 101 77 Precip: 0.00 Average: 97 76 Precip: 0.07	<u>16</u> Actual: 101 77 Precip: 0.00 Average: 97 76 Precip: 0.07	<u>17</u> Actual: 99 79 Precip: 0.00 Average: 97 76 Precip: 0.06	<u>18</u> Actual: 96 79 Precip: T Average: 97 76 Precip: 0.06	<u>19</u> Actual: 101 80 Precip: T Average: 97 76 Precip: 0.06		
<u>20</u> Actual: 101 80 Precip: 0.00 Average: 97 76 Precip: 0.06	<u>21</u> Actual: 100 80 Precip: 0.00 Average: 97 76 Precip: 0.05	<u>22</u> Actual: 102 80 Precip: 0.00 Average: 97 76 Precip: 0.05	<u>23</u> Actual: 102 79 Precip: 0.00 Average: 98 76 Precip: 0.06	<u>24</u> Actual: 103 78 Precip: 0.00 Average: 98 77 Precip: 0.05	<u>25</u> Actual: 102 79 Precip: 0.00 Average: 98 77 Precip: 0.05	<u>26</u> Actual: 101 79 Precip: 0.00 Average: 98 77 Precip: 0.05		
<u>27</u> Actual: 100 80 Precip: 0.00 Average: 98 77 Precip: 0.05	<u>28</u> Actual: 102 79 Precip: 0.00 Average: 98 77 Precip: 0.05	<u>29</u> Actual: 81 75 Precip: 0.00 Average: 97 75 Precip: 0.03	<u>30</u> Forecast: 101 79 Partly Cloudy Average: 98 77 Precip: 0.05	<u>31</u> Forecast: 101 79 Partly Cloudy Average: 98 77 Precip: 0.04				

Month **Precipitation** - To date: 0.60 Normal to date: 1.02 Normal month total: 2.00

Calendar Key

Sunny Clear	Cloudy Partly Sunny	Mostly Sunny Partly Cloudy	Cloudy	Rain	Snow
Hail Flurries	Thunderstorms	Hazy Fog	Sleet	denotes 'chance of'	Unknown

	Data Category
	Condition
	High Temp.
	Lo Temp.
	Precip. (in inches)
	Daily Avg. Temp.
	Temps in °F
Actual: 90 58	
Precip: 0.00	
Average: 71 53	
Precip: 0.03	
	-60 -30 0 30 60 90 120

STATE OF TEXAS §

COUNTY OF HIDALGO §

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF
McALLEN AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

This First Amendment to Interlocal Cooperation Agreement is made on the 14th day of July 2014, by and among Hidalgo County, Texas hereinafter referred to as "County", the Edinburg Consolidated Independent School District, hereinafter referred to as "ECISD", the City of McAllen hereinafter referred to as "McAllen" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "Drainage District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about April 2, 2014 County, ECISD, McAllen and Drainage District entered into an Amended and Restated Interlocal Cooperation Agreement ("Interlocal Agreement") regarding improvements to a portion of Mile 171/2 Road; and

WHEREAS, the parties hereto now desire to amend the Interlocal Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the parties hereto and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon First Amendment to the Interlocal Agreement, the parties hereto hereby agree to the following amendment to the Interlocal Agreement:

1. The following shall be added as the last sentence of numbered paragraph 2:

County shall pay to Drainage District the labor only cost to install the 60 inch drainage storm sewer pipe for the Project.

2. The first sentence of numbered paragraph 3 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

McAllen has contributed to County a fixed amount of Four Hundred Ninety One Thousand Five Hundred Seventy Eight and no/100ths dollars (\$491,578.00) for the Project.

3. The second sentence of numbered paragraph 4 shall be deleted in its entirety and the following substituted in lieu thereof:

ECISD further agrees to reimburse Drainage District at Drainage District's cost for all expenses incurred by Drainage District in the preparation of bids and all expenses incurred by Drainage District from the successful bidder to construct the canal siphon, 200 feet of road construction crossing the Hidalgo County Irrigation District # 1 canal right of way in the ECISD portion and ECISD shall pay the cost of and provide all engineering plans and specifications to County and/or Drainage District for the design of the placement of the 60 inch drainage storm sewer pipe for the Project.

4. Except as modified herein all terms and conditions of the Interlocal Agreement as amended, remain in full force and effect and the parties here to ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
Juan "Sonny" Palacios, President, Board of
Trustees

ATTEST:

Jaime R. Solis, Secretary, Board of Trustees



ATTEST:

Annette Villarreal
Annette Villarreal, City Secretary

CITY OF McALLEN, TEXAS

By: Jim Darling
Jim Darling, Mayor

HIDALGO COUNTY DRAINAGE DISTRICT NO.
1

By: _____
Ramon Garcia, Chair, Board of Directors

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

By: _____
Stephen L. Crain

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS **SUPPLEMENTAL AGREEMENT No. 1** is made pursuant to the terms and conditions of **Article 8** of the Agreement by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Halff Associates, Inc., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 26th day of November, 2013 concerning **Engineering** services for the **North Main Drain Weir No. 1 and Main Floodwater Channel Weir No. 4 (Willacy Co.) Project**, (hereinafter referred to as the "**Project**"); and

WHEREAS, **Article 8** of the Agreement, (Supplemental Agreements), establishes that the terms of the agreement can be amended by a supplemental agreement; and WHEREAS, it has become necessary to amend the contract as denoted in "A. Agreement".

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

- I. To add Raba Kistner as a sub consultant to provide Geotechnical Services and Construction Materials Testing, to Lump Sum EXHIBIT "D"**
-

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 1 to the Agreement for Professional Services to be executed as of the ___ day of _____, 20__.

ENGINEER:
Halff Associates, Inc.

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Robert L. Saenz, PE, CFM\ Vice President

BY: _____
Ramon Garcia, Chairman

Attest as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:
EXHIBIT C -Work Schedule
EXHIBIT D -Lump sum Fee Proposal

EXHIBIT C

-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

Professional Geotechnical Services for the preparation of Construction Documents and Construction materials for North Main Drain Weir No. 1 and Main Floodwater Channel Weir No. 4 (Willacy Co.) Project.

Geotechnical Report Sub- Consultant Raba Kistner	\$10,100.00
Construction Materials Testing Sub –Consultant Raba Kistner	\$28,000.00

Total Fee \$38,100.00



Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 : 682 : 5332
F 956 : 682 : 5427
FBPE Firm F-3257

Proposal No. PMA13-091-00 (Revised)
February 19, 2014

Mr. Robert L. Saenz, P.E., C.F.M., Vice President
Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, Texas 78503

**Re: Proposal for Geotechnical Engineering Services
Proposed Weir Slope Repair Project
About 2,600 ft Southwest of the Intersection of
Mile 19 Road and Filegonia Road
North of Elsa
Hidalgo County, Texas**

Dear Mr. Saenz:

On the basis of the information received by our office via electronic-mail attachment on Friday, October 4, 2013 and on Monday, October 7, 2013, **Raba Kistner Consultants, Inc. (RKCI)** is thankful for being selected to provide Geotechnical Engineering Services to Halff Associates, Inc. (CLIENT) for the above-referenced project. Please note that our original proposal has been revised in order to increase our scope of services, based on our telephone conversation held with Mr. Raul Garcia, P.E., with your office on Wednesday, February 19, 2014. The broad objectives of our study will be to determine subsurface conditions along a section of the existing main floodwater channel located in close proximity to the failed weir structure, to perform slope stability analyses, and to provide guidelines for the design of the proposed repair and reconstruction of a section of the existing main floodway channel's east and west banks located downstream of the existing weir structure. Described in this letter are:

- our understanding of currently perceived project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

Based on the documents received via electronic-mail attachment from the CLIENT on Friday, October 4, 2013 and on Monday, October 7, 2013, we understand that the proposed project consists of the repair and reconstruction of a failed section of the existing main floodway channel's east and west banks located just south of the existing weir structure. The existing weir structure is located about 1,150 ft west of Filegonia Road and about 2,400 ft south of Mile 19 road, north of Elsa in Hidalgo County, Texas.

O:\Active Proposals\McAllen\2013\PMA13 - McAllen\PMA13-091-00\PMA13-091-00 (Revised).doc



San Antonio • Austin • Brownsville • Dallas • El Paso • Houston • McAllen • Mexico • Salt Lake City

FIELD STUDY

On the basis of geologic evidence and our past experience with subsurface conditions in the vicinity of this site, we propose to conduct the following drilling scheme along the existing main floodway channel:

Structure	Number of Borings	Depth, ft. *
Main Floodway Channel – East Bank	1	40
Main Floodway Channel – West Bank	1	40

* below the existing ground surface elevation, or auger refusal, whichever occurs first.

In addition to the borings listed in the previous table, we have been asked by the CLIENT to collect two soil samples (one sample from each bank) from approximately middle portion of the bank's slope.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT.

Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations, and grouted with a cement-bentonite mixture and flushed with the adjacent ground surface elevation.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. The testing program is anticipated to include moisture content determinations, Atterberg limits (plasticity) tests, unconfined compressive strength tests, dry unit weight determinations, grain size analyses to include D50 and D95 computations, percent passing a No. 200 sieve tests, a permeability test, and consolidated undrained (CU-bar) triaxial shear strength tests. The laboratory testing will be performed in general accordance with applicable ASTM standards.

ENGINEERING ANALYSIS AND REPORT

The field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be guidelines concerning the repair and reconstruction of the

failed section of the main floodwater channel's banks, and our geotechnical analyses pertaining to the slope stability of the subject section of the main floodwater channel based on the main floodwater channel's slope cross-section(s) to be provided by the CLIENT. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program,
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
 - allowable soil-bearing capacities;
 - settlement estimations, where applicable;
 - groundwater considerations; and
 - slope stability analyses.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - potential reuse of on site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction requirements.
- Seismic region condition evaluations.

Since site grading plans can result in changes in the bank's slope subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within three working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rig, and the CLIENT has supplied us with necessary permits and all available information regarding existing utilities and below-grade structures on site. The field exploration and laboratory testing phases of the study are expected to take approximately twelve working

days to complete. The engineering report will be submitted within an additional twelve working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is \$9,200.00. Should unusual subsurface conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RLS

~~RLCI has been provided with a site plan of the subject main floodway channel's bank repair and reconstruction project, as well as other preliminary project information. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig, and underground utility clearance will be provided by the CLIENT prior to our field exploration services.~~

It should be noted that our study scope (and project cost) does not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

RLS

~~It should also be noted that our study scope (and project cost) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.~~

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

RLS

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

RLS


Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted By: _____
(Signature)


Saul Cruz
Graduate Engineer

(Typed or Printed Name)



Katrin M. Leonard, P.E.
Associate

(Title)

(Date)

Copies submitted: Above (2)

SC/KML

Attachments

Project No. AMA14-013-00
 June 20, 2014
 Invoice No. R024741

MILE 19 ROAD and FILEGONIA ROAD WEIR STRUCTURE
 INVOICE BREAKDOWN

TO: HALFF ASSOCIATES, INC. PROPOSAL NO.: PMA13-091-00
 5000 W. MILITARY, STE. 100
 McALLEN, TEXAS 78503

	Number	Depth	Soil	Total
WEIR STRUCTURE	2	40	40	80
				0
ATTN: ROBERT L. SAENZ, PE, CFM				0
Totals	2	40	40	80

FIELD OPERATIONS

	QUANTITY	UNIT PRICE	TOTAL
Mobilization - Truck-Mounted Rig, Drill Crew and Support	1 l.s.	\$225.25	\$225.25
Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary-Including Sampling)			
Soil (Existing Ground Surface to 50 ft.)	80 l.f.	\$11.50	\$920.00
Mobilization - Field Logger Trip Charge	73 miles	\$1.00	\$73.00
Field Logging Services - Licensed Professional Engineer (P.E.)	1 hrs.	\$161.00	\$161.00
Field Logging Services - Engineering Technician	9 hrs.	\$47.75	\$429.75

Field Operations Subtotal: **\$1,809.00**

LABORATORY TESTS

	QUANTITY	UNIT PRICE	TOTAL
Atterberg Limits - ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	6 ea.	\$81.50	\$489.00
Amount Finer Than No. 200 Sieve	10 ea.	\$55.00	\$550.00
Triaxial - Consolidated Undrained (CU) Bar Test	2 ea.	\$780.00	\$1,560.00
Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	2 ea.	\$301.75	\$603.50
Water Content and Visual Classification	22 ea.	\$14.25	\$313.50
Flexible Wall Constant Head Permeability	1 ea.	\$457.00	\$457.00

Laboratory Testing Subtotal: **\$3,973.00**

ENGINEERING AND REPORT

	QUANTITY	UNIT PRICE	TOTAL
Principal Engineer (P.E.)	2 hrs.	\$205.00	\$410.00
Licensed Professional Engineer (P.E.)	6 hrs.	\$161.00	\$966.00
Staff Engineer, E.I.T.	15 hrs.	\$110.00	\$1,650.00
Secretarial	8 hrs.	\$49.00	\$392.00

Laboratory Testing Subtotal: **\$3,418.00**

TOTAL CHARGES: \$9,200.00

Half Associates, Inc.
Standard Subcontract for Engineering Services

Half Associates, Inc. Office Address 5000 West Military Highway, Suite 100, McAllen TX 78503
Project Name Mile 19 Road and Filegonia Road Weir Structure Project Number 29945
Subcontractor Raba Kistner Consultants, Inc.
Subcontractor's Address 800 East Hackberry, McAllen, Texas 78501

Half Associates, Inc. has entered into a written agreement with Hidalgo Country Drainage District No. 1
(hereinafter referred to as "Client") dated Nov. 26, 2013 (the "Prime Agreement") to provide services for the
Mile 19 Road and Filegonia Road Weir Structure (Project).

Half Associates, Inc. and Subcontractor have agreed that Subcontractor will perform the following services, which are part of the Prime Agreement identified above. The services covered by this Subcontractor Agreement will be performed in accordance with the terms and conditions stated herein, together with any attachments or schedules. This subcontract, when signed by both parties, shall become effective at final execution by both parties, and supersedes all prior agreements or understandings regarding this project. This Subcontract may only be changed by written amendment executed by both parties. It is understood and agreed that should a conflict arise between the Prime Agreement and these Terms and Conditions that such conflict will be resolved in favor of the Prime Agreement which is incorporated fully herein.

Scope of Services

Subcontractor shall perform the services described in Attachment 2, dated Feb. 19, 2014 and consisting of 5 pages.

Compensation

Compensation for the work shall be on a lump sum basis. The maximum fee for the Scope of Services shall not exceed \$ 9,200 without prior written authorization from Half Associates, Inc.

Time of Completion

The Scope of Services shall be completed within 35 calendar days following the effective date of this Subcontract indicated above.

General Terms and Conditions

Terms and Conditions are set forth on pages 2-3 of this Subcontract.

Other Attachments

Attachment 1 – Raba Kistner Consultants Proposal dated Feb. 19, 2014 and consisting of 5 pages;

The parties hereto execute this Subcontract effective as of the date shown above.

Raba Kistner Consultants, Inc.

Half Associates, Inc.

By: 

By: 

Printed Name: Katrina M. Leonard, P.E.

Printed Name: Robert L. Saenz, PE, CFM

Title: Associate

Title: Vice President

Subcontractor's Social Security or Federal ID number 74-1611534

AI-45919

7.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series-Payments:

Approval to issue payment on the following item after review and audit procedures are completed for estimate No. 6 to IPR South Central, LLC in the amount of \$1,097,843.75 pertaining to Contract No. TP07-13 through the District's membership with HGAC-Buy Member No. 07-149 approved by Board on 11-12-2013 for the construction of the Rado Drain Reroute Rehabilitation. Total amount of construction contract \$5,600,044.80, after this approval, project will be 74% complete as per payments.

BACKGROUND

Meldon and Hunt is the Project Engineer,

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 04:10 PM
Final Approval	Monica Badillo	08/08/2014 05:10 PM
Form Started By: Claudette Guerrero		Started On: 08/07/2014 08:53 PM
	Final Approval Date: 08/08/2014	

AI-45939

8.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Claudette Guerrero, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Approval to issue manual check in the amount of \$1,067,349.00 for the purchase of Pct.2 LJ Drainage Project as approved by Board on 07-22-2014
- B. Approval of line item transfer from 2013 Bond Series to cover for the acquisition of Pct.2 LJ Drainage Pond as approved on Item A.

BACKGROUND

Attachments

- LJ-HUD1-Settlement Stmt
- LJ-Affidavit of Debts & Liens
- LJ-Special Warranty Deed
- LJ-Appraisal Report-Leonel Garza
- LJ-Interlocal Agreemt Pct2 & DD1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 04:11 PM
Final Approval	Monica Badillo	08/08/2014 05:10 PM
Form Started By: Claudette Guerrero		Started On: 08/08/2014 02:25 PM
	Final Approval Date: 08/08/2014	



A. Settlement Statement (HUD-1)

B. Type of Loan						
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:	
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		GF No. 139192	N/A	N/A	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. Name & Address of Borrower: Hidalgo County Drainage District No. 1 900 N. Doolittle Road Edinburg, Texas 78541			E. Name & Address of Seller: Hidalgo County, Texas P. O. Box 1356 Edinburg, Texas 78540		F. Name & Address of Lender: N/A	
G. Property Location: See Exhibit "A" attached hereto			H. Settlement Agent: Atlas, Hall & Rodriguez, LLP Place of Settlement: 818 Pecan Blvd., McAllen, Texas 78501		I. Settlement Date: July 23, 2014	

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$1,067,275.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$74.00
104.	
105.	
Adjustment for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$1,067,349.00
200. Amount Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$0.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	
302. Less amounts paid by/for borrower (line 220)	(\$0.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$1,067,349.00

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$1,067,275.00
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$1,067,275.00
500. Reductions in Amount Due to seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$28,833.89
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$28,833.89
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	
602. Less reductions in amounts due seller (line 520)	(\$28,833.89)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$1,038,441.11

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid CMB control number. No confidentiality is assured, this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows :					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable in Connection with Loan					
801. Our origination charge		\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)		
803. Your adjusted origination charges				(from GFE #A)	
804. Appraisal fee to				(from GFE #3)	
805. Credit report to				(from GFE #3)	
806. Tax service to				(from GFE #3)	
807. Flood certification to				(from GFE #3)	
808.					
809.					
810.					
811.					
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from	to	@ \$	/day	(from GFE #10)	
902. Mortgage insurance premium for				months to	(from GFE #3)
903. Homeowner's insurance for				years to	(from GFE #11)
904.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account				(from GFE #9)	
1002. Homeowner's insurance	months @ \$		per month \$		
1003. Mortgage insurance	months @ \$		per month \$		
1004. Property Taxes	months @ \$		per month \$		
1005.	months @ \$		per month \$		
1006.	months @ \$		per month \$		
1007. Aggregate Adjustment					
1100. Title Charges					
1101. Title services and lender's title insurance				(from GFE #4)	
1102. Settlement or closing fee				\$	
1103. Owner's title insurance to Valley Land Title Co.				(from GFE #5)	\$6,168.00
1104. Lender's title insurance				\$	
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$ 1,067,275.00					
1107. Agent's portion of the total title insurance premium to				\$	
1108. Underwriter's portion of the total title insurance premium to				\$	
1109. Guaranty Assessment Recoupment Fee to Valley Land Title Co.					\$1.80
1110. Tax Service Fee to Valley Land Title Co.					\$297.69
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges to Hidalgo County Clerk				(from GFE #7)	\$74.00
1202. Deed \$ 74.00 Mortgage \$ Release \$					
1203. Transfer taxes				(from GFE #8)	
1204. City/County tax/stamps Deed \$ Mortgage \$					
1205. State tax/stamps Deed \$ Mortgage \$					
1206.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for				(from GFE #6)	
1302. Attorney's fees to Atlas, Hall & Rodriguez, LLP (POC-Seller)				\$	
1303. Taxes to Hidalgo County Tax Assessor-Collector				\$	\$19,529.97
1304. Taxes to Hidalgo County Irrigation District No. 2 (See Exhibit "B" for breakdown of lines 1303 and 1304)					\$2,661.43
1305. Attorney's fees to Purdue Brandon Fielder Collins & Mott (Tax Suit No. T-226-02-A)					\$175.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$74.00	\$28,833.89

CERTIFICATION

(continued from HUD-1)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Date: July 22, 2014

SELLER:

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/22/14

BUYER:

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By: Ramon Garcia
Ramon Garcia, ~~President~~ of the
~~Board of Directors~~ Chair
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 7/22/14

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: July 22, 2014

SETTLEMENT AGENT:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Partner

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code section 1001 and Section 1010.

ADDENDUM TO SETTLEMENT STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas, Hall & Rodriguez, LLP has assembled the information for this settlement statement from third parties utilizing the best information available; however, Atlas, Hall & Rodriguez, LLP cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the settlement statement is insufficient to satisfy the item in full, the responsible party will pay to Atlas, Hall & Rodriguez, LLP in McAllen, Texas such additional amount within five (5) days of a written request for payment;

(3) according to information obtained by Atlas, Hall & Rodriguez, LLP from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction;

(4) Atlas, Hall & Rodriguez, LLP may be required to report certain information concerning this transaction to the Internal Revenue Service;

(5) Atlas, Hall, & Rodriguez, LLP will be paid 40% of the loan policy insurance premium by ~~Edwards Abstract and Title Co.~~ for closing the transaction between Lender and Borrower; and ~~Valley Land and Title Co.~~

(6) Atlas, Hall & Rodriguez, LLP is authorized to make the expenditures and disbursements reflected in this settlement statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the settlement statement, and the receipt of a copy of the settlement statement.

SELLER:

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

BUYER:

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By: Ramon Garcia
Ramon Garcia, President of the
Board of Directors

Exhibit "A"

Description of the Property

Tract I:

Being a 10.015-acre tract of land, more or less, out of the East 20-acres of Lot 4, Block 49, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Juan Villanueva, from Howard W. Steele and wife, Violet E. Steele, by virtue of a Warranty Deed, dated September 5, 1969, recorded in Volume 1239, Page 841, Deed Records, Hidalgo County, Texas. Said 10.015-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 4, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 4, a distance of 661.00 feet to the Southwest corner of said 20-acre tract and Southeast corner of Sitio Owassa Subdivision, recorded in Volume 49, Page 46, Map Records, Hidalgo county. Texas, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 20 acre tract and East line of said Sitio Owassa Subdivision, a distance of a 660.00 feet to the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed Right of Way line, a distance of 661.00 feet to the East line of Lot 4 and West line of Azure Subdivision, recorded in Volume 28, Page 16B, Map Records, Hidalgo County, Texas, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line Lot 4 and West line of said Azure Subdivision, a distance of 660.00 feet to the POINT OF BEGINNING, containing 10.015 acres, of which 0.837 acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a Proposed Net Taking of

9.178 acres of land, more or less.

Tract II:

Being a 0.466-acre tract of land, more or less, out of a 6.15-acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, said 6.15-acre tract of land is vested to Antonia Dominguez and Manuel Plata III, from Homer Gomez, by virtue of a Warranty Deed with Vendor's Lien, dated June 8, 1999, recorded in Document Number 782147, Official Records of Hidalgo County, Texas, reference to which is here made for all purposes, said 0.466-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, with the West line of said Lot 2, a distance of 100.00 feet to a No. 4 rebar found on the proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, with said proposed North right of way line, a distance of 202.95 feet to a No. 4 rebar set at the East line of said 6.15 acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, with the East line of said 6.15 acre tract, a distance of 100.00 feet to the South line of said Lot 2, for the Southeast corner of this tract of land;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, with the South line of said Lot 2, a distance of 202.95 feet to the POINT OF BEGINNING, of which 0.244-acres lie in the existing Hidalgo County Irrigation District No. 2 easement, and 0.086-acres lies in the existing Texas Eastern Transmission Co. right of way.

Tract III:

Being a 1.25 acre tract of land, more or less, out of a 5.00 acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24 thru 28, Map Records, Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Lupita Villa, from Sarah Monique Ruiz, by virtue of a Warranty Deed, dated August 22, 2008, recorded in Document Number 1930802, Official Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 202.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed right of way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.00 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.00 acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, of which 0.1966 acres lies in the

Existing Hidalgo County Irrigation District No. 2 Easement and 0.0004-acres lies in the Existing Texas Eastern Transmission Co. Right of Way Easement.

Tract IV:

Being a 1.25-acre tract of land, more or less, out of a 5.00 acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24 thru 28, Map Records, Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Maria Celia Gonzalez Martinez wife of Javier Martinez Gonzalez, as her separate property, from Javier Martinez Gonzalez, husband of Maria Celia Gonzalez Martinez, as his community property, by virtue of a Correction Warranty Deed and Deed of Partition of Community Property, dated February 3, 2003, recorded in Document Number 1168010, Official Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 367.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Propose right of way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, of which 0.196 acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement.

Tract V:

Being a 1.25-acre tract of land, more or less, out of a 5.0-acre tract out of the West 26.15-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 532.95 feel to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to a point on the South line of lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25-acres of land, more or less.

Tract VI:

Being a 1.25-acre tract of land, more or less, out of the West 26.15-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas.

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 697.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed Right of Way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING.

Tract VII:

Being a 4.994-acre tract of land, more or less, out of a the East 20-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 4.994-acre tract being more particularly described by metes and bounds as follows;

BEGINNING at the Southeast corner of said Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 659.01 feet to the Southwest corner of said East 20 acres of Lot 2, Block 50, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said the East 20 acres of Lot 2, Block 50, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, parallel to the South line of said Lot 2, a distance of 659.50 feet to a point on the East line of Lot 5, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 37 minutes, 00 seconds West, along the East line of Lot 2, a distance of 330.00 feet to the POINT OF BEGINNING.

Tract VIII:

Being the South 10 acres Lot 3, Block 49, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, Save and Except: a 1.00-acre tract previously conveyed to Jose L. Garcia, Recorded in Document No. 715370. Official Records, Hidalgo County, Texas. Said 10-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of said Lot 3, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of Lot 3, in Tower Road Right of Way, at a distance of 40.00 feet pass a Cotton Picker Spindle found at the Southwest corner of A.R.C. Subdivision, Recorded in Volume 42, Page 28, Map Records, Hidalgo County, Texas, at a distance of 248.71 feet pass a Cotton Picker Spindle found at the Northwest corner of said A.R.C. Subdivision, and at a total distance of a 330.00 feet to a Cotton Picker Spindle set at the Southwest corner of L.J. Subdivision, Number one, recorded in volume 23, page 173, Map Records, Hidalgo County, Texas, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of said L.J. Subdivision, at a distance of 30.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1,320.00 feet to a No. 4 rebar found at the Southwest corner of said L.J. Subdivision and East line of Lot 3, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 31 minutes 51 seconds West, along the East line of Lot 3, a distance of 330.00 feet to the Southeast corner of Lot 3, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 3, at a distance of 1,290.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1,320.00 feet to the POINT OF BEGINNING, containing 10.0 acres.

Save and Except: said 1 .00 acre tract, leaving a gross area of 9.0 acres of which 0.084 acres lies on Tower Road Right of Way, leaving a net area of 8.916 acres of land more or less.

Exhibit "B"

LINE 1303 - TAXES DUE TO HIDALGO COUNTY TAX ASSESSOR-COLLECTOR:

Account Number	Tract	Amount
A1800-00-050-0002-20	II	65.72
A1800-00-050-0002-16	V	93.19
A1800-00-049-0003-00	VIII	8,035.94
A1800-00-049-0003-13	VIII	2,102.41
A1800-00-049-0003-14	VIII	2,146.60
A1800-95-050-0002-03	III	5,704.83
A1800-95-050-0002-00	VII	1,381.28
TOTAL		\$19,529.97

LINE 1304 - TAXES DUE TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 2:

Account Number	Tract	Amount
635	II	94.33
1026	VI	487.56
285	VIII	2,079.54
TOTAL		\$2,661.43

AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

GF # 139192

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is the owner of the following described property, to-wit:

Tract 1:

Being a 10.015-acre tract of land, more or less, out of the East 20-acres of Lot 4, Block 49, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Juan Villanueva, from Howard W. Steele and wife, Violet E. Steele, by virtue of a Warranty Deed, dated September 5, 1969, recorded in Volume 1239, Page 841, Deed Records, Hidalgo County, Texas. Said 10.015-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 4, for the Southeast corner of the tract herein described;

1. THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 4, a distance of 661.00 feet to the Southwest corner of said 20-acre tract and Southeast corner of Sitio Owassa Subdivision, recorded in Volume 49, Page 46, Map Records, Hidalgo county. Texas, for the Southwest corner of the tract herein described;

2. THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 20 acre tract and East line of said Sitio Owassa Subdivision, a distance of a 660.00 feet to the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

3. THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed Right of Way line, a distance of 661.00 feet to the East line of Lot 4 and West line of Azure Subdivision, recorded in Volume 28, Page 16B, Map Records, Hidalgo County, Texas, for the Northeast corner of the tract herein described;

4. THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line Lot 4 and West line of said Azure Subdivision, a distance of 660.00 feet to the POINT OF BEGINNING, containing 10.015 acres, of which 0.837 acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a Proposed Net Taking of 9.178 acres of land, more or less.

Tract 2:

Being a 0.466-acre tract of land, more or less, out of a 6.15-acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, said 6.15-acre tract of land is vested to Antonia Dominguez and Manuel Plata III, from Homer Gomez, by virtue of a Warranty Deed with Vendor's Lien, dated June 8, 1999, recorded in Document Number 782147, Official Records of Hidalgo County, Texas, reference to which is here made for all purposes, said 0.466-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, with the West line of said Lot 2, a distance of 100.00 feet to a No. 4 rebar found on the proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, with said proposed North right of way line, a distance of 202.95 feet to a No. 4 rebar set at the East line of said 6.15 acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, with the East line of said 6.15 acre tract, a distance of 100.00 feet to the South line of said Lot 2, for the Southeast corner of this tract of land;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, with the South line of said Lot 2, a distance of 202.95 feet to the POINT OF BEGINNING, of which 0.244-acres lie in the existing Hidalgo County Irrigation District No. 2 easement, and 0.086-acres lies in the existing Texas Eastern Transmission Co. right of way.

Tract 3:

Being a 1.25 acre tract of land, more or less, out of a 5.00 acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,, Hidalgo County, Texas, as recorded in Volume 1, Page 24 thru 28, Map Records, Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Lupita Villa, from Sarah Monique Ruiz, by virtue of a Warranty Deed, dated August 22, 2008, recorded in Document Number 1930802, Official Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 202.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed right of way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.00 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.00 acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, of which 0.1966 acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement and 0.0004-acres lies in the Existing Texas Eastern Transmission Co. Right of Way Easement.

Tract 4:

Being a 1.25-acre tract of land, more or less, out of a 5.00 acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24 thru 28, Map Records, Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Maria Celia Gonzalez Martinez wife of Javier Martinez Gonzalez, as her separate property, from Javier Martinez Gonzalez, husband of Maria Celia Gonzalez Martinez, as his community property, by virtue of a Correction Warranty Deed and Deed of Partition of Community Property, dated February 3, 2003, recorded in Document Number 1168010, Official Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 367.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Propose right of way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, of which 0.196 acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement.

Tract 5:

Being a 1.25-acre tract of land, more or less, out of a 5.0-acre tract out of the West 26.15-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 532.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet 10 a point on the South line of lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25-acres of land, more or less.

Tract 6:

Being a 1.25-acre tract of land, more or less, out of the West 26.15-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas.

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 697.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed Right of Way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING.

Tract 7:

Being a 4.994-acre tract of land, more or less, out of a the East 20-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 4.994-acre tract being more particularly described by metes and bounds as follows;

BEGINNING at the Southeast corner of said Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 659.01 feet to the Southwest corner of said East 20 acres of Lot 2, Block 50, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said the East 20 acres of Lot 2, Block 50, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, parallel to the South line of said Lot 2, a distance of 659.50 feet to a point on the East line of Lot 5, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 37 minutes, 00 seconds West, along the East line of Lot 2, a distance of 330.00 feet to the POINT OF BEGINNING.

Tract 8:

Being the South 10 acres Lot 3, Block 49, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, Save and Except: a 1.00-acre tract previously conveyed to Jose L. Garcia, Recorded in Document No. 715370. Official Records, Hidalgo County, Texas. Said 10-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of said Lot 3, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of Lot 3, in Tower Road Right of Way, at a distance of 40.00 feet pass a Cotton Picker Spindle found at the Southwest corner of A.R.C. Subdivision, Recorded in Volume 42, Page 28, Map Records, Hidalgo County, Texas, at a distance of 248.71 feet pass a Cotton Picker Spindle found at the Northwest corner of said A.R.C. Subdivision, and at a total distance of a 330.00 feet to a Cotton Picker Spindle set at the Southwest corner of L.J. Subdivision, Number one, recorded in volume 23, page 173, Map Records, Hidalgo County, Texas, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of said L.J. Subdivision, at a distance of 30.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1,320.00 feet to a No. 4 rebar found at the Southwest corner of said L.J. Subdivision and East line of Lot 3, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 31 minutes 51 seconds West, along the East line of Lot 3, a distance of 330.00 feet to the Southeast corner of Lot 3, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 3, at a distance of 1,290.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1,320.00 feet to the POINT OF BEGINNING, containing 10.0 acres.

Save and Except: said 1 .00 acre tract, leaving a gross area of 9.0 acres of which 0.084 acres lies on Tower Road Right of Way, leaving a net area of 8.916 acres of land more or less.

2. Affiant is desirous of selling the above described property and has requested Valley Land Title Co., agent for First American Title Insurance Company, to issue a title policy guarantying the title of same to his purchaser.

3. In connection with the issuance of such policy, Affiant makes the following statement of facts:

- a. That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant.
- b. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against said property.
- c. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.
- d. That no paving assessments or lien has been filed against the hereinabove described property, and Affiant owes no paving charges.
- e. That there are no judgment liens filed against Affiant.
- f. That there are no suits pending against Affiant in Federal or State Court.
- g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
- h. That there are no outstanding home improvements loans, recorded or unrecorded, except as follows:

- i. That Affiant has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- j. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party	Approximate Amount
_____	_____
_____	_____

- k. No loans of any kind on such property except the following:

Creditor	Approximate Amount
_____	_____
_____	_____

4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property Valley Land Title Co. would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

Witness my hand this 22nd day of July, 2014.

HIDALGO COUNTY

BY: Ramon Garcia
SELLER — RAMON GARCIA, COUNTY JUDGE

SWORN TO AND SUBSCRIBED BEFORE ME, by the said, The County of Hidalgo, at McAllen, Hidalgo County, Texas, this 22nd day of July, 2014.



Monica Badillo
NOTARY PUBLIC STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 22nd day of July, 2014, by The County of Hidalgo.



Monica Badillo
NOTARY PUBLIC STATE OF OF TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: July 22, 2014

Grantor: Hidalgo County, Texas

Grantor's Mailing Address:

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

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

Hidalgo County Drainage District No. 1
Attention: Manager
900 N. Doolittle Road
Edinburg, Hidalgo County, Texas 78541

Consideration:

Cash and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Tract I:

Being a 10.015-acre tract of land, more or less, out of the East 20-acres of Lot 4, Block 49, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Juan Villanueva, from Howard W. Steele and wife, Violet E. Steele, by virtue of a Warranty Deed, dated September 5, 1969, recorded in Volume 1239, Page 841, Deed Records, Hidalgo County, Texas. Said 10.015-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 4, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 4, a distance of 661.00 feet to the Southwest corner of said 20-acre tract and Southeast corner of Sitio Owassa Subdivision, recorded in Volume 49, Page 46, Map Records, Hidalgo county. Texas, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 20 acre tract and East line of said Sitio Owassa Subdivision, a distance of a 660.00 feet to the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed Right of Way line, a distance of 661.00 feet to the East line of Lot 4 and West line of Azure Subdivision, recorded in Volume 28, Page 16B, Map Records, Hidalgo County, Texas, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line Lot 4 and West line of said Azure Subdivision, a distance of 660.00 feet to the POINT OF BEGINNING, containing 10.015 acres, of which 0.837 acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a Proposed Net Taking of 9.178 acres of land, more or less.

Tract II:

Being a 0.466-acre tract of land, more or less, out of a 6.15-acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, said 6.15-acre tract of land is vested to Antonia Dominguez and Manuel Plata III, from Homer Gomez, by virtue of a Warranty Deed with Vendor's Lien, dated June 8, 1999, recorded in Document Number 782147, Official Records of Hidalgo County, Texas, reference to which is here made for all purposes, said 0.466-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 2, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, with the West line of said Lot 2, a distance of 100.00 feet to a No. 4 rebar found on the proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, with said proposed North right of way line, a distance of 202.95 feet to a No. 4 rebar set at the East line of said 6.15 acre tract, for the Northeast corner of this tract of land;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, with the East line of said 6.15 acre tract, a distance of 100.00 feet to the South line of said Lot 2, for the Southeast corner of this tract of land;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, with the South line of said Lot 2, a distance of 202.95 feet to the POINT OF BEGINNING, of which 0.244-acres lie in the existing Hidalgo County Irrigation District No. 2 easement, and 0.086-acres lies in the existing Texas Eastern Transmission Co. right of way.

Tract III:

Being a 1.25 acre tract of land, more or less, out of a 5.00 acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24 thru 28, Map Records, Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Lupita Villa, from Sarah Monique Ruiz, by virtue of a Warranty Deed, dated August 22, 2008, recorded in Document Number 1930802, Official Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 202.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed right of way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.00 acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.00 acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, of which 0.1966 acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement and 0.0004-acres lies in the Existing Texas Eastern Transmission Co. Right of Way Easement.

Tract IV:

Being a 1.25-acre tract of land, more or less, out of a 5.00 acre tract out of the West 26.15 acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24 thru 28, Map Records, Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Maria Celia Gonzalez Martinez wife of Javier Martinez Gonzalez, as her separate property, from Javier Martinez Gonzalez, husband of Maria Celia Gonzalez Martinez, as his community property, by virtue of a Correction Warranty Deed and Deed of Partition of Community Property, dated February 3, 2003, recorded in Document Number 1168010, Official Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 367.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North right of way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Propose right of way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, of which 0.196 acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement.

Tract V:

Being a 1.25-acre tract of land, more or less, out of a 5.0-acre tract out of the West 26.15-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 532.95 feel

to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to a point on the South line of lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING, containing 1.25-acres of land, more or less.

Tract VI:

Being a 1.25-acre tract of land, more or less, out of the West 26.15-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas.

COMMENCING at the Southwest corner of Lot 2, THENCE, South 81 degrees, 28 minutes, 09 seconds East, along the South line of Lot 2, a distance of 697.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, along said Proposed Right of Way line, a distance of 165.00 feet to a No. 4 rebar set on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 31 minutes, 51 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the POINT OF BEGINNING.

Tract VII:

Being a 4.994-acre tract of land, more or less, out of a the East 20-acres of Lot 2, Block 50, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 4.994-acre tract being more particularly described by metes and bounds as follows;

BEGINNING at the Southeast corner of said Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees, 28 minutes, 09 seconds West, along the South line of Lot 2, a distance of 659.01 feet to the Southwest corner of said East 20 acres of Lot 2, Block 50, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees, 31 minutes, 51 seconds East, along the West line of said the East 20 acres of Lot 2, Block 50, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees, 28 minutes, 09 seconds East, parallel to the South line of said Lot 2, a distance of 659.50 feet to a point on the East line of Lot 5, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees, 37 minutes, 00 seconds West, along the East line of Lot 2, a distance of 330.00 feet to the POINT OF BEGINNING.

Tract VIII:

Being the South 10 acres Lot 3, Block 49, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, Save and Except: a 1.00-acre tract previously conveyed to Jose L. Garcia, Recorded in Document No. 715370. Official Records, Hidalgo County, Texas. Said 10-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of said Lot 3, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of Lot 3, in Tower Road Right of Way, at a distance of 40.00 feet pass a Cotton Picker Spindle found at the Southwest corner of A.R.C. Subdivision, Recorded in Volume 42, Page 28, Map Records, Hidalgo County, Texas, at a distance of 248.71 feet pass a Cotton Picker Spindle found at the Northwest corner of said A.R.C. Subdivision, and at a total distance of a 330.00 feet to a Cotton Picker Spindle set at the Southwest corner of L.J. Subdivision, Number one, recorded in volume 23, page 173, Map Records, Hidalgo County, Texas, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of said L.J. Subdivision, at a distance of 30.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1,320.00 feet to a No. 4 rebar found at the Southwest corner of said L.J. Subdivision and East line of Lot 3, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 31 minutes 51 seconds West, along the East line of Lot 3, a distance of 330.00 feet to the Southeast corner of Lot 3, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 3, at a distance of 1,290.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1,320.00 feet to the POINT OF BEGINNING, containing 10.0 acres.

Save and Except: said 1 .00 acre tract, leaving a gross area of 9.0 acres of which 0.084 acres lies on Tower Road Right of Way, leaving a net area of 8.916 acres of land more or less.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Those certain items being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/22/14

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on July 22, 2014, by Ramon Garcia, County Judge, of Hidalgo County, Texas, a governmental agency, on behalf of said governmental agency.



Monica Badillo
Notary Public, State of Texas

AFTER RECORDING RETURN:

Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "A"

To the extent that such matters are valid and enforceable against the Property:

As to Tract I:

1. Mineral and/or royalty reservation contained in deed dated October 15, 1954, recorded in Volume 809, Page 489, and dated September 5, 1969, recorded in Volume 1239, page 841, Deed Records of Hidalgo County, Texas.
2. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 4, 2000, by and between Theresa K. Sanders: Eva Louise Wimberly; Mary Frances McMhan; Robert John Fromm, as Lessor, and Jamex, Inc., as Lessee, filed on March 15, 2000, under Document Number 854928 Official Records of Hidalgo County, Texas.
3. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 14, 2000, by and between Abigail Villanueva, as Lessor, and Jamex, Inc., as Lessee, filed on March 15, 2000, under Document Number 854929 Official Records of Hidalgo County, Texas.

As to Tract II:

4. Right of Way easement as shown by instrument recorded in Volume 25, Page 312, Deed Records of Hidalgo County, Texas.
5. Easements for roadways and canals as shown by instrument dated November 10, 1917, recorded in Volume 67, Page 274, Deed Records of Hidalgo County, Texas.
6. Right of way easement in favor of Texas Eastern Transmission Corporation as shown by instrument dated June 21, 1956, recorded in Volume 866, Page 287 and amended by instrument dated February 3, 1982, recorded in Volume 1767, Page 747, Deed Records of Hidalgo County, Texas.
7. Right of way easement in favor of Texas Eastern Transmission Corporation as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.
8. Mineral and/or royalty reservation contained in deed dated June 16, 1986, recorded in Volume 2315, Page 634, Official Records of Hidalgo County, Texas.
9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, executed by W.H. Younkin and wife, Grace C. Younkin to Hale Schaleben, dated April 25, 1973, recorded in Volume 345, Page 547, Oil and Gas Records of Hidalgo County, Texas.

10. Terms, stipulations and conditions contained in Affidavit executed by Manuel Plata, III, dated May 4, 2007, filed May 4, 2007 under Document Number 1754812, Official Records of Hidalgo County, Texas.

As to Tract III:

11. Easements for drainage ditch and right of way in favor of Hidalgo County Irrigation District No. 2 as shown by instrument recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas.
12. Right of way easement in favor of Texas Eastern Transmission Corporation as shown by instrument dated June 21, 1956 recorded in Volume 866, Page 287, and amendment as shown by instrument dated February 3, 1982, recorded in Volume 1767, Page 747, Deed Records of Hidalgo County, Texas.
13. Right of way in favor of Texas Eastern Transmission Corporation as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.
14. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, executed by W.H. Younkin and wife, Grace C. Younkin to Hale Schaleben, dated April 25, 1973, recorded in Volume 345, Page 547, Oil and Gas Records of Hidalgo County, Texas.
15. Mineral and/or royalty reservation contained in deed dated June 16, 1986, recorded in Volume 2315, Page 634, Official Records of Hidalgo County, Texas.

As to Tract IV:

16. Easements for drainage ditch and right of way in favor of Hidalgo County Irrigation District No. 2 as shown by instrument recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas.
17. Right of way easement in favor of Texas Eastern Transmission Corp. as shown by instrument dated June 21, 1956, recorded in Volume 866, Page 287, Deed Records of Hidalgo County, Texas. Amendment as shown by instrument dated February 3, 1982, recorded in Volume 1767, Page 747, Deed Records of Hidalgo County, Texas.
18. Right of way easement in favor of Texas Eastern Transmission Corp. as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.
19. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, executed by W.H. Younkin and wife, Grace C. Younkin to Hale Schaleben, dated April 25, 1973, recorded in Volume 345, Page 547, Oil and Gas Records of Hidalgo County, Texas.

20. Mineral and/or royalty reservations as set forth in Deed dated June 16, 1986, recorded in Volume 2315, Page 634, in the Official Records of Hidalgo County, Texas.

As to Tract V:

21. Easement for drainage ditch and right of way in favor of Hidalgo County Irrigation District No. 2 as shown by instrument recorded in Volume 19, page 201 in the Deed Records of Hidalgo County, Texas.

22. Right of way easement in favor of Texas Eastern Transmission Corporation as shown by instrument dated June 21, 1956, recorded in Volume 866, Page 287, and amendment dated February 3, 1982, recorded in Volume 1767, page 747, both in the Deed Records of Hidalgo County, Texas.

23. Right of way in favor of Texas Eastern Transmission Corporation as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.

24. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, executed by W.H. Younkin and wife, Grace C. Younkin to Hale Schaleben, dated April 25, 1973, recorded in Volume 345, Page 547, Oil and Gas Records of Hidalgo County, Texas.

25. Mineral and/or royalty reservation contained in deed dated June 16, 1986, recorded in Volume 2315, Page 634, Official Records of Hidalgo County, Texas.

As to Tract VI:

26. Subject to rights of way, easements and conditions, recorded in Volume 19, Page 161, Deed Records of Hidalgo County, Texas.

27. Easements for roadways, canals, drainage ditches, etc. in favor of Alamo Land and Sugar Company as shown by instrument dated November 10, 1917, recorded in Volume 67, Page 274, Deed Records of Hidalgo County, Texas.

28. Right of way easement in favor of Texas Eastern Transmission Corporation as shown by instrument dated June 21, 1956 recorded in Volume 866, Page 287, and amendment as shown by instrument dated February 3, 1982, recorded in Volume 1767, Page 747, Deed Records of Hidalgo County, Texas.

29. Right of way in favor of Texas Eastern Transmission Corporation as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.

30. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, executed by W.H. Younkin and wife, Grace C. Younkin to Hale Schaleben, dated April 25, 1973, recorded in Volume 345, Page 547, Oil and Gas Records of Hidalgo County, Texas.
31. Mineral and/or royalty reservation contained in deed dated June 16, 1986, recorded in Volume 2315, Page 634, Official Records of Hidalgo County, Texas.

As to Tract VII:

32. Easements for roadways and canals as shown by instrument dated December 11, 1917, recorded in Volume 71, Page 507, Deed Records of Hidalgo County, Texas.
33. Right of way easement in favor of Texas Eastern Transmission Corp. as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.
34. Right of way easement in favor of Magic Valley Electric Coop, Inc. as shown by instrument dated February 1, 1983, recorded in Volume 1822, Page 577, Deed Records of Hidalgo County, Texas.
35. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, Hobby H. McCall to Hale Schaleben, dated August 16, 1973, recorded in Volume 346, Page 191, Oil and Gas Records of Hidalgo County, Texas.
36. Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated March 4, 1978, recorded in Volume 373, Page 185, Oil and Gas Records of Hidalgo County, Texas.
37. Mineral and/or royalty reservation contained in deed dated September 29, 1949, recorded in Volume 672, Page 5 and dated September 16, 1975, recorded in Volume 1457, Page 172, Deed Records of Hidalgo County, Texas.

As to Tract VIII:

38. Roadway and canal easements as shown by instrument dated July 23, 1917, recorded in Volume 62, Page 153, Deed Records of Hidalgo County, Texas.

As to Tracts I through VIII:

39. Rights of parties in possession.
40. Visible and apparent easements on or across the property herein described.
41. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

42. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
43. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

June 10, 2014

Leonel Garza Jr & Associates LLC
Real Estate Appraisal Services

Appraisal Report of a (8) eight vacant tracts of land totaling 28.00 acres South of Tower Road between Minnesota Road and Owassa Road in Hidalgo County, Texas, known as the LJ Drainage Project

Prepared For Hidalgo County Precinct No. 2
C/o: Jaime Salinas, Right of Way Agent
300 West Hall Acres, Suite G
Pharr, Texas 78577



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Leonel Garza Jr. & Associates LLC

Real Estate Appraisal Services

June 10, 2014

Hidalgo County Precinct No. 2
C/o: Jaime Salinas
300 West Hall Acres, Suite G
Pharr, Texas 78577

Mr. Salinas:

In accordance with your request, we are presenting an appraisal report of the ±28.00 acre tract of land described as the following:

TOTAL LAND ACQUISITION VALUE + SITE IMPROVEMENTS PURCHASED	\$ 479,637
Materials / Engineering	\$ 7,455
Boundary Survey - Detention Pond	\$ 14,400
Labor / Equipment Cost of Construction	\$ 565,783
TOTAL MARKET VALUE OF DETENTION PONDS "AS BUILT"	\$ 1,067,275

The subject properties are located along an existing drainage canal known as the LJ Drainage Project. The project limits for the above properties are "South of Tower Road between E. Minnesota Road and Owassa Road in Hidalgo County. The subject is a series of (8) Tracts that were purchased for the expansion of an existing drainage canal in 2009 thru 2010. The above tracts were originally appraised for the acquisition of said tracts from (8) individual property owners of which the current owner of record is Hidalgo County Precinct No. 2. The scope of the assignment is to appraise each of said tracts in the present fee simple value with the associated cost of construction of said drainage project as provided by the client. This report is for the sole use by the client Hidalgo County Precinct No. 2 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) and that of Hidalgo County, Texas.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, General Certified Real Estate Appraiser, personally inspected the subject property on May 28, 2014 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value as per scope. Information provided by the client was utilized for the determination of market value of the part to be acquired and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Precinct No. 2. The report has been developed based on the knowledge that the proposed acquisition of said parcels are part of the "LJ Drainage Project". These tracts were acquired utilizing eminent domain for said tracts of which agents of Hidalgo County Precinct No. 2 were utilized in the negotiations of said tract based on appraisals performed by Leonel Garza Jr. & Associates LLC in 2009 thru 2010. The combined land area identified is ±28.236 acres associated with this project purchased in both fee simple and easement from the original owner of record of said tracts. This appraisal report is limited to the on-site inspection of the proposed acquisition area and information provided by Precinct No. 2. If further information is required, please contact appraiser Leonel Garza III at (956) 687-7295 or 1419 Dove Avenue, McAllen, Texas.

CERTIFICATION OF VALUE

I, Leonel Garza III, hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is **\$1,067,275** as of as of the most recent inspection (visit) of the subject on May 28, 2014, based upon my independent appraisal and the exercise of my professional judgment; on May 28, 2014, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County Precinct No. 2, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on June 2, 2014. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Precinct No. 2 until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,



Leonel Garza III
State Certified General
Real Estate Appraiser
License No. TX-1328375-General

SUMMARY OF SALIENT FACTS – TRACT No. 1

Client of Report _____ Hidalgo County Precinct No. 2

Right of Way Project _____ LJ Drainage Project

Parcel No. _____ 16

Type of Property _____ Existing Detention Pond

Original Owner of Record _____ Juan Villanueva

Current Owner of Record _____ Hidalgo County, Texas

Property Rights Appraised _____ Fee Simple and Easement Value

Date of On-Site Visit _____ May 28, 2014

Legal Description _____ A 10.015 Acre tract of land out of the East 20 acres of Lot 4, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 20 acre tract of land is vested to Juan Villanueva, from Howard W. Steele and wife, Violet E Steele, by Virtue of a Warranty Deed, dated September 5, 1969, recorded in Volume 1239, Page 841, Deed Records, Hidalgo County, Texas.

LAND DATA

Land Area _____ ± 10.015 Acres (9.178 Acres - Fee Simple / 0.837 Acres - HCID Easement)

GENERAL LAND USE DATA

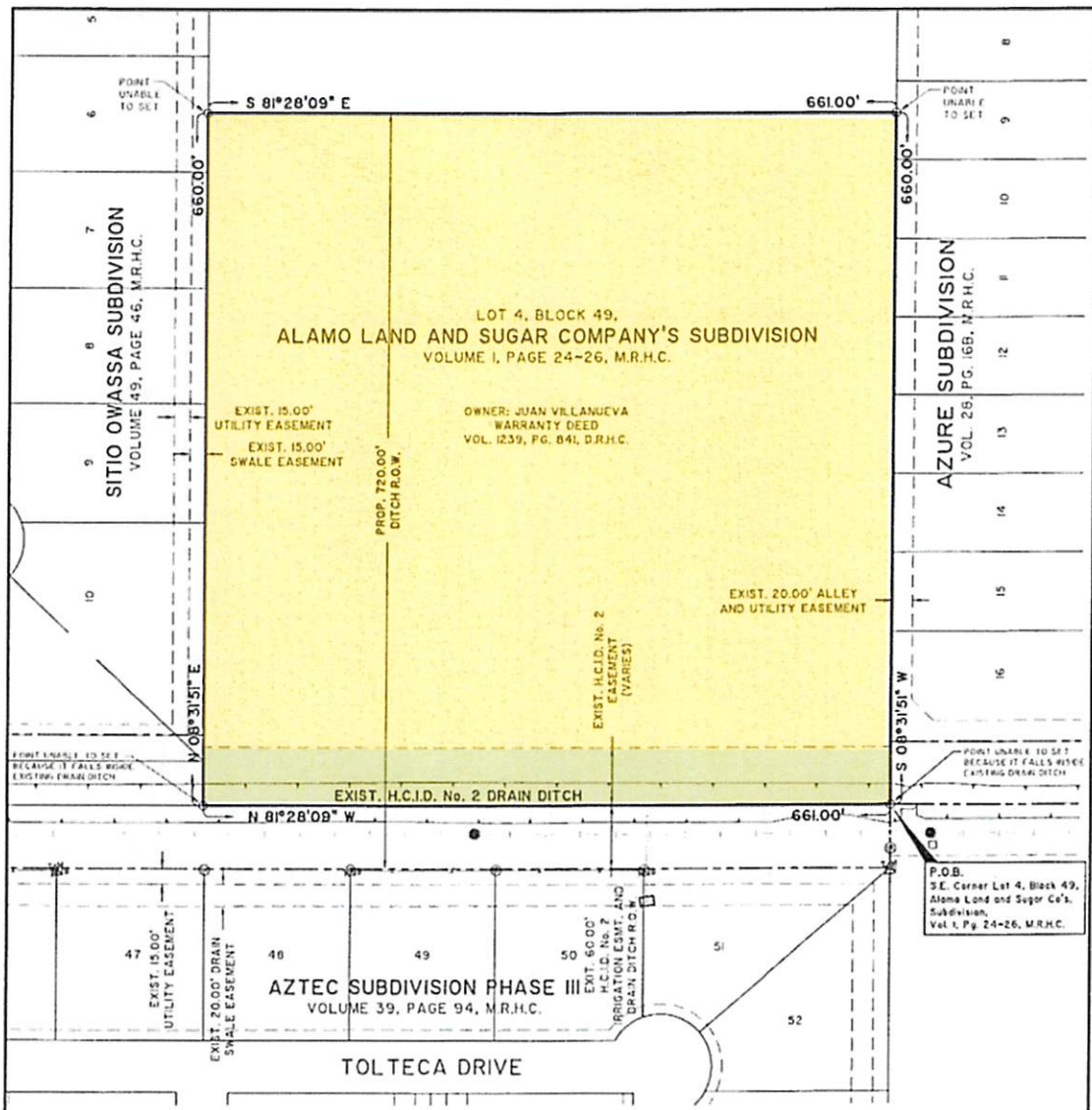
Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond

City Zoning Ordinance _____ Not Applicable

Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Juan Villanueva, as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subject's ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerk's Office confirmed the current owner of record to be Juan Villanueva. The subject property was transferred from Howard W. Steele & Violet E. Steele (Grantor) to Juan Villanueva (Grantee) on September 5, 1969. The subject has been in the name of Juan Villanueva for over forty (45) years prior to the acquisition by the County of Hidalgo.

SURVEY OF TRACT No. 1



PARCEL 16

OWNER: Juan Villanueva, by a Warranty Deed, recorded in Volume 1239, Page 841, Deed Records, Hidalgo County, Texas.

DESCRIPTION: The East 20-acres of Lot 4, Block 49, Alamo Land & Sugar Company's Subdivision, recorded in Vol. 1, Pgs. 24-26, Map Records, Hidalgo County, Texas.

Total acreage: 20.05 ac.
To be acquired: 10.015 ac.
Exist H.C.I.D. No. 2
Drain Ditch Esmt: 0.037 ac.
Net Taking: 9.178 ac.
Remainder: 6.57 ac.
Document:

PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 16
A 10.015-ACRE TRACT OF LAND
OUT OF THE EAST 20-ACRES OF
LOT 4, BLOCK 49,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME I, PAGES 24~26, M.R.H.C.

The undersigned hereby certifies 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.

SCALE: 1"=100'
BEARING BASIS AS PER
RHCN DEL VALLE SUBD
VOL. 29, PG. 122, M.R.H.C.



Noel Garza
NOE GARZA - R.P.L.S. No. 2589
Date: 22 May 09



R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: ENG08 024J DATE: 5/20/09
DRAWN BY: JHF. PAGE: 3 OF 3

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chaves Rd. to Alamo Lateral Drain

Eng08.024J

May 21, 2009

Parcel 16

Page 1 of 2

FIELD NOTES FOR PARCEL - 16

Being a 10.015-acre tract of land out of the East 20-acres of Lot 4, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Juan Villanueva, from Howard W. Steele and wife, Violet E. Steele, by virtue of a Warranty Deed, dated September 5, 1969, recorded in Volume 1239, Page 841, Deed Records, Hidalgo County, Texas. Said 10.015-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 4, for the Southeast corner of the tract herein described;

1. **THENCE**, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 4, a distance of 661.00 feet to the Southwest corner of said 20-acre tract and Southeast corner of Sitio Owassa Subdivision, recorded in Volume 49, Page 46, Map Records, Hidalgo county, Texas, for the Southwest corner of the tract herein described;
2. **THENCE**, North 08 degrees 31 minutes 51 seconds East, along the West line of said 20-acre tract and East line of said Sitio Owassa Subdivision, a distance of a 660.00 feet to the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of the tract herein described;
3. **THENCE**, South 81 degrees 28 minutes 09 seconds East, along said Proposed Right of Way line, a distance of 661.00 feet to the East line of Lot 4 and West line of Azure Subdivision, recorded in Volume 28, Page 16B, Map Records, Hidalgo County, Texas, for the Northeast corner of the tract herein described;
4. **THENCE**, South 08 degrees 31 minutes 51 seconds West, along the East line Lot 4 and West line of said Azure Subdivision, a distance of 660.00 feet to the **POINT OF BEINNING**, containing 10.015-acres, of which 0.837-acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a Proposed Net Taking of 9.178-acres of land, more or less.



Noe Garza
NOE GARZA - R.P.L.S. No. 2589
Date: 22 May 09

SUMMARY OF SALIENT FACTS – TRACT No. 2

Client of Report _____ Hidalgo County Precinct No. 2
Right of Way Project _____ LJ Drainage Project
Parcel No. _____ 20
Type of Property _____ Vacant Land
Owner of Record _____ Hidalgo County Precinct No. 2
Property Rights Appraised _____ Fee Simple Estate & Easement Value
Date of On-Site Visit _____ May 28, 2014
Legal Description _____ A 0.466 acre tract of land out of a 6.15 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24 - 26, Map Records, Hidalgo County, Texas.

LAND DATA

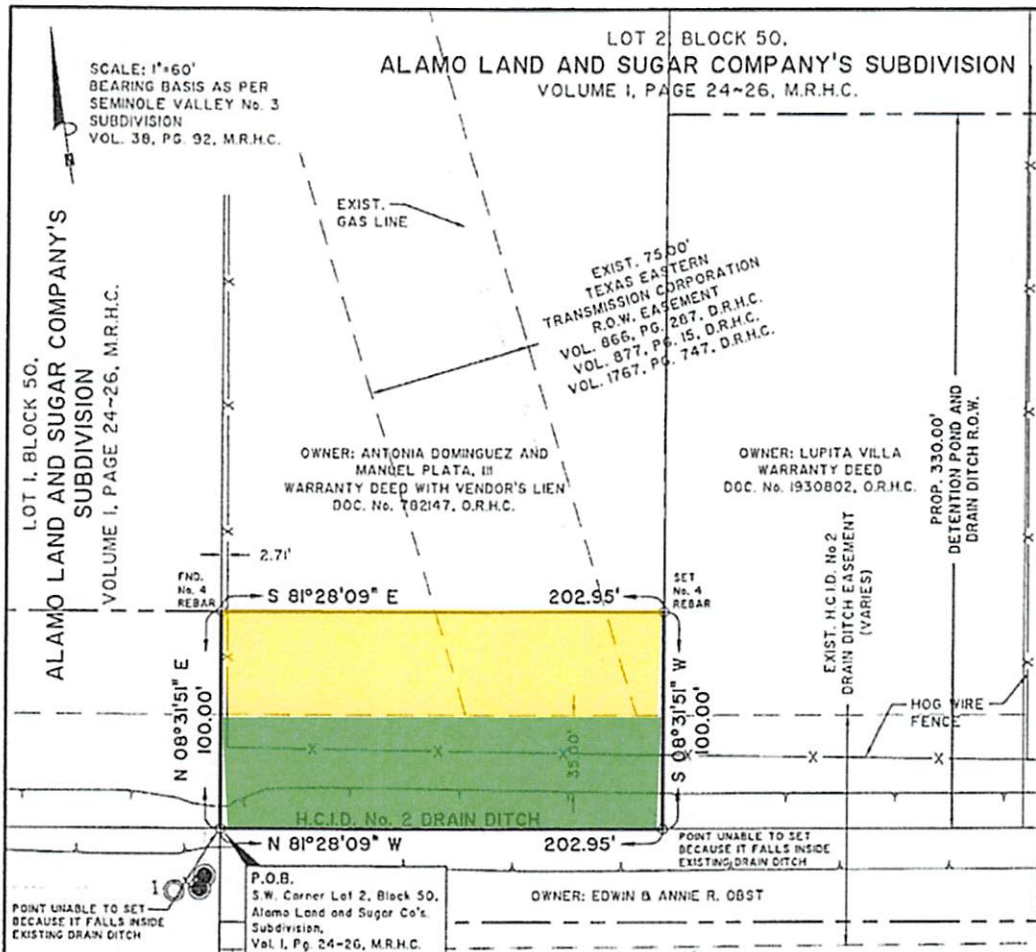
Land Area _____ ± 0.466 Acres (0.1360 Acres - Fee Simple / 0.330 Acres - HCID Easement)

GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond
City Zoning Ordinance _____ Not Applicable
Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership Antonia Dominguez & Manuel Plata III, as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subject's ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerk's Office confirmed the current owner of record to be Antonia Dominguez & Manuel Plata III. The subject property was transferred from Homer Gomez (Grantor) to Antonia Dominguez & Manuel Plata III (Grantee) on June 8, 1999 as recorded in Doc# 782147, Official Records of Hidalgo County, Texas. The subject has been in the name of Antonia Dominguez & Manuel Plata III for over ten (10) years prior to the acquisition by the County of Hidalgo.

SURVEY OF TRACT No. 2



LOT 7, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
VOLUME I, PAGE 24-26, M.R.H.C.

EXHIBIT "A"
PROPOSED L.J. DRAINAGE LATERAL
PARCEL 20
A 0.466-ACRE TRACT OF LAND,
OUT OF A 6.15-ACRE TRACT
OUT OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOL. I, PG. 24-26, M.R.H.C.

PARCEL 20

OWNER: Antonia Dominguez and Manuel Plata III, by a Warranty Deed with Vendor's Lien, recorded in Document No. 782147, Official Records, Hidalgo County, Texas.

DESCRIPTION: A 6.15-acre tract out of the West 26.15-acres of Lot 2, Block 50, Alamo Land & Sugar Company's Subdivision, recorded in Vol. I, Pgs. 24-26, Map Records, Hidalgo County, Texas.

Total acreage: 6.15 ac.
To be acquired: 0.466 ac.
Exist. H.C.I.D. No. 2
Drain Ditch Easement: 0.244 ac.
Exist. Texas Eastern Transmission Co. R.O.W. Easement: 0.086 ac.
Proposed Net taking: 0.136 ac.
Remainder: 5.684 ac.
Document: _____

The undersigned hereby certifies 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: 6/30/09

R. Gutiérrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: EN608.024J DATE: 5/27/09
DRAWN BY: J.H.F. PAGE: 2 OF 2

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 1, 2009
Parcel 20
Page 1 of 2

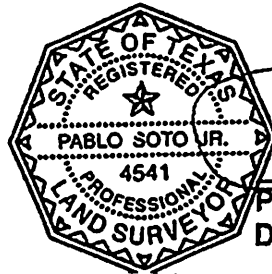
FIELD NOTES FOR PARCEL - 20

Being a 0.466-acre tract of land out of a 6.15-acre tract out of the West 26.15-acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 6.15-acre tract of land is vested to Antonia Dominguez and Manuel Plata III, from Homer Gomez, by virtue of a Warranty Deed with Vendor's Lien, dated June 8, 1999, recorded in Document No. 782147, Official Records of Hidalgo County, Texas. Said 0.466-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of Lot 2, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

1. THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 2, a distance of a 100.00 feet to a No. 4 rebar found on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;
2. THENCE, South 81 degrees 28 minutes 09 seconds East, with said Proposed North Right of Way line, a distance of 202.95 feet to a No. 4 rebar set at the East line of said 6.15-acre tract, for the Northeast corner of this tract of land;
3. THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said 6.15-acre tract, a distance of 100.00 feet to the South line of said Lot 2, for the Southeast corner of this tract of land;
4. THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 2, a distance of 202.95 feet to the POINT OF BEGINNING, containing 0.466-acres, of which 0.244-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, 0.086-acres lies in the Existing Texas Eastern Transmission Co. Right of Way Easement, leaving a Proposed Net Taking of 0.136-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is 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: 6/30/09

SUMMARY OF SALIENT FACTS – TRACT No. 3

Client of Report _____ Hidalgo County Precinct No. 2
Right of Way Project _____ LJ Drainage Project
Parcel No. _____ 21
Type of Property _____ Vacant Land
Owner of Record _____ Hidalgo County Precinct No. 2
Property Rights Appraised _____ Fee Simple Estate & Easement Value
Date of On-Site Visit _____ May 28, 2014
Legal Description _____ A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lots 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas.

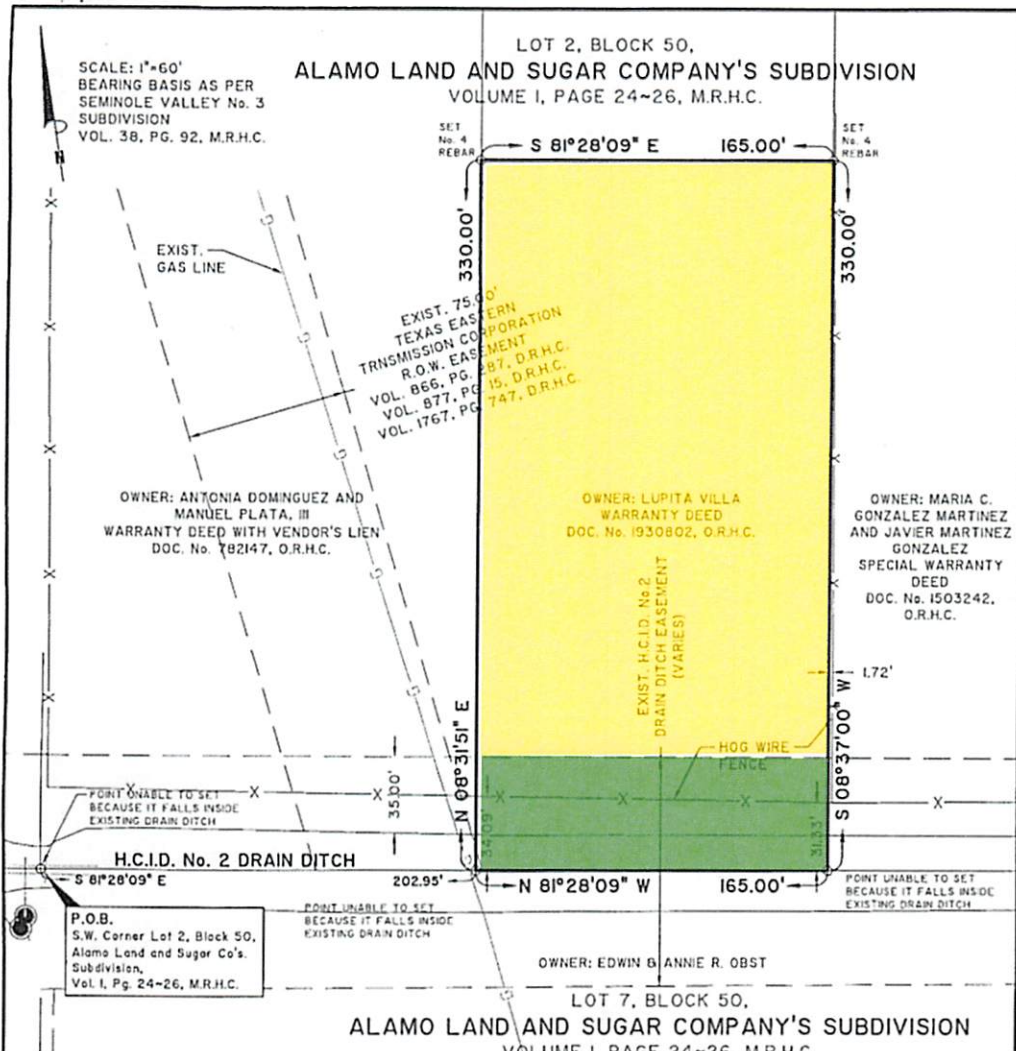
LAND DATA

Land Area _____ ±1.25 Acres (1.061 Acres – Fee Simple / 0.189 Acres – HCID No. 2 Easement)

GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond
City Zoning Ordinance _____ Not Applicable
Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Lupita Villa, as indicated by survey and field notes provided by R. Gutierrez Engineering Corporation. Further investigation of the subjects ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerk's Office confirmed the current owner of record to be Lupita Villa. The subject property was transferred from Sarah Monique Ruiz (Grantor) to Lupita Villa (Grantee) on September 23, 2008. The subject has been in the name of Lupita Villa for over eight (8) months prior to the acquisition by the County of Hidalgo.



SURVEY PLAT
OF
A 1.25-ACRE TRACT OF LAND,
OUT OF A 5.0-ACRE TRACT OUT OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOL. I, PG. 24~26, M.R.H.C.

SOUTH TEXAS LAND
 INVESTIGATIONS
 TITLE REPORT No:
 1930802

Any certification expressed or implied herein is invalid without the original signature and seal of Noe Garza Alteration of this document, except by a licensed land surveyor is illegal.

I, Noe Garza, hereby certify that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

FLOOD ZONE <input type="checkbox"/> A <input type="checkbox"/> AO <input checked="" type="checkbox"/> C <input type="checkbox"/> X <input type="checkbox"/> AH <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> OTHER	Com.-Panel No.: 480334 0425 C Map Revised: NOVEMBER 16, 1982
---	---

Description: Areas of minimal flooding.

Client: HIDALGO COUNTY RIGHT OF WAY DEPT.	Mailing Address: 509 E. EARLING RD.	City: SAN JUAN	State: TX	Zip Code: 78589
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R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHARR, TEXAS 78577
 (TEL) 956 782-2557 • (FAX) 956 782-2558



NOE GARZA - R.P.L.S. No. 2589
 Date: 23 April 09

NOE GARZA ENGINEERS, INC.
 208 W. FERGUSON AVE., UNIT 2, PHARR, TX 78577, PH (956) 782-1207

Job No.: ENG08.0241-D	FB: 507	Drawn By: J.H.F.
Date: 4/02/09	PG: 69	Checked By: NG

**METES AND BOUNDS DESCRIPTION
OF
A 1.25-ACRE TRACT OF LAND
OUT OF A 5.0-ACRE TRACT OUT OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.**

Being a 1.25-acre tract of land out of a 5.0-acre tract out of the West 26.15-acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, **THENCE**, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 202.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and **POINT OF BEGINNING** of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the **POINT OF BEINNING**, containing 1.25-acres of land, more or less.



Noe Garza, PE

NOE GARZA - R.P.L.S. No. 2589
Date: 16 April 09

SUMMARY OF SALIENT FACTS – TRACT No. 4

Client of Report _____ Hidalgo County Precinct No. 2
Right of Way Project _____ LJ Drainage Project
Parcel No. _____ 22
Type of Property _____ Vacant Land
Owner of Record _____ Hidalgo County Precinct No. 2
Property Rights Appraised _____ Fee Simple Estate & Easement Value
Date of On-Site Visit _____ May 28, 2014
Legal Description _____ A 1.25 Acre tract of land out of a 5.0 Acre tract out of the West 26.15 Acres of Lot 2, Block 50, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas.

LAND DATA

Land Area _____ ±1.25 Acres (1.061 Acres – Fee Simple / 0.189 Acres – HCID No. 2 Easement)

GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond
City Zoning Ordinance _____ Not Applicable
Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Maria C Gonzalez & Javier Martinez, as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subjects ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Maria C Gonzalez & Javier Martinez. The subject property was transferred from Maria Celina Gonzalez Martinez (Grantor) to Maria C Gonzalez & Javier Martinez (Grantee) on July 18, 2005. The subject has been in the name of Maria C Gonzalez & Javier Martinez for over four (4) years prior to the acquisition by the County of Hidalgo.

METES AND BOUNDS DESCRIPTION
OF
A 1.25-ACRE TRACT OF LAND
OUT OF A 5.0-ACRE TRACT OUT OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.

Being a 1.25-acre tract of land out of a 5.0-acre tract out of the West 26.15-acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, **THENCE**, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 367.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and **POINT OF BEGINNING** of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the **POINT OF BEINNING**, containing 1.25-acres of land, more or less.



Noe Garza, PE
NOE GARZA - R.P.L.S. No. 2589
Date: 15 April 09

SUMMARY OF SALIENT FACTS – TRACT No. 5

Client of Report _____ Hidalgo County Precinct No. 2
Right of Way Project _____ LJ Drainage Project
Parcel No. _____ 23
Type of Property _____ Vacant Land
Owner of Record _____ Hidalgo County Precinct No. 2
Property Rights Appraised _____ Fee Simple Estate and Easement Value
Date of On-Site Visit _____ May 28, 2014
Legal Description _____ A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.

LAND DATA

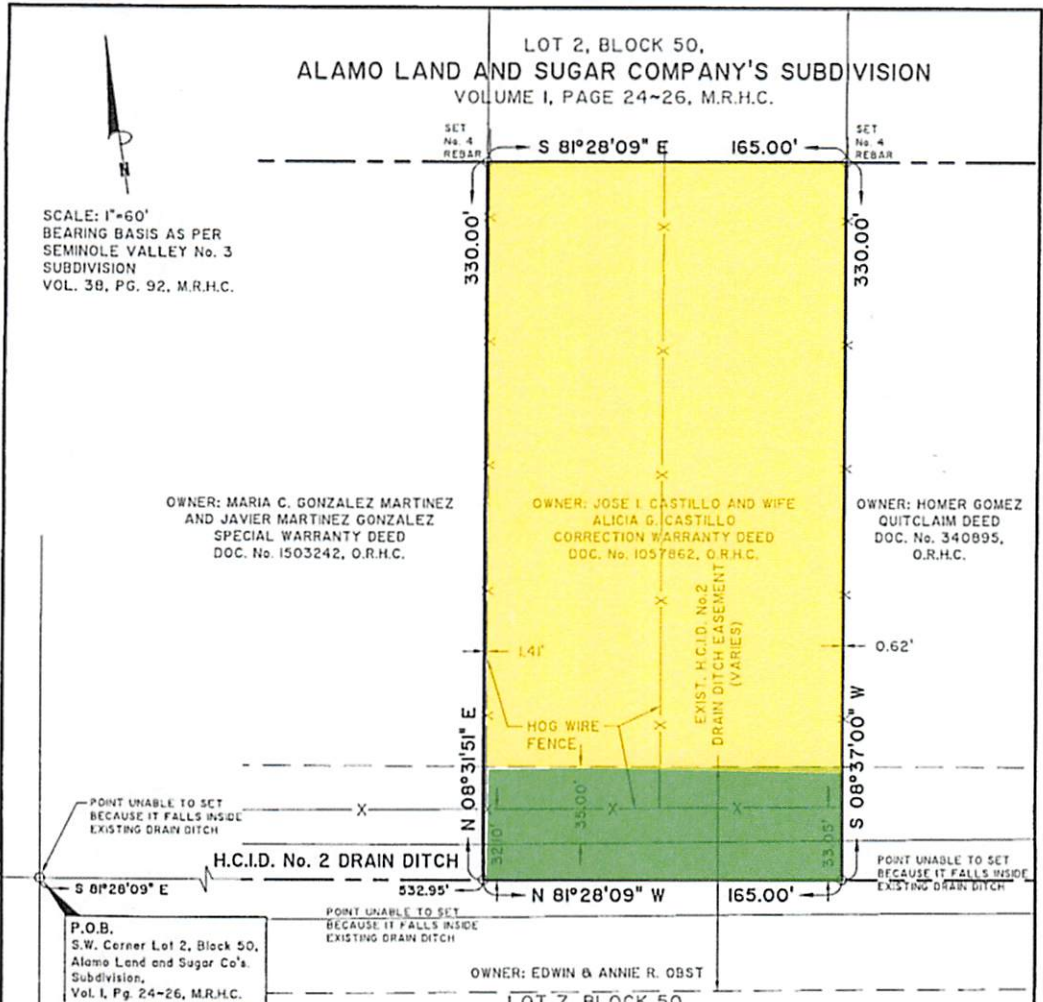
Land Area _____ ±1.25 Acres (1.061 Acres – Fee Simple / 0.189 Acres – HCID No. 2 Easement)

GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond
City Zoning Ordinance _____ Not Applicable
Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Jose I Castillo & Alicia G Castillo, as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subjects ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Jose I Castillo & Alicia G Castillo. The subject property was transferred from Homer Gomez (Grantor) to Jose I Castillo & Alicia G Castillo (Grantee) on February 1, 2002. The subject has been in the name of Jose I Castillo & Alicia G Castillo for over seven (7) years prior to the acquisition by the County of Hidalgo.

SURVEY OF TRACT No. 5



SCALE: 1"=60'
BEARING BASIS AS PER
SEMINOLE VALLEY No. 3
SUBDIVISION
VOL. 38, PG. 92, M.R.H.C.

OWNER: MARIA C. GONZALEZ MARTINEZ
AND JAVIER MARTINEZ GONZALEZ
SPECIAL WARRANTY DEED
DOC. No. 1503242, O.R.H.C.

OWNER: JOSE I. CASTILLO AND WIFE
ALICIA G. CASTILLO
CORRECTION WARRANTY DEED
DOC. No. 1057862, O.R.H.C.

OWNER: HOMER GOMEZ
QUITCLAIM DEED
DOC. No. 340895,
O.R.H.C.

P.O.B.
S.W. Corner Lot 2, Block 50,
Alamo Land and Sugar Co.'s
Subdivision,
Vol. I, Pg. 24-26, M.R.H.C.

OWNER: EDWIN & ANNIE R. OBST

**LOT 7, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
VOLUME I, PAGE 24-26, M.R.H.C.**

**SURVEY PLAT
OF
A 1.25-ACRE TRACT OF LAND,
OUT OF A 5.0-ACRE TRACT OUT OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOL. I, PG. 24-26, M.R.H.C.**

SOUTH TEXAS LAND
INVESTIGATIONS
TITLE REPORT No:
1057862



Any certification expressed or implied herein is invalid without the original signature and seal of Noe Garza Alteration of this document, except by a licensed land surveyor is illegal.

I, Noe Garza, hereby certify that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

FLOOD ZONE	<input type="checkbox"/> A <input type="checkbox"/> AO <input checked="" type="checkbox"/> C <input type="checkbox"/> X	Com.-Panel No.: 480334 0425 C
	<input type="checkbox"/> AH <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> OTHER	Map Revised: NOVEMBER 16, 1982

Description: Areas of minimal flooding.

Client: HIDALGO COUNTY RIGHT OF WAY DEPT.	Mailing Address: 509 E. EARLING RD.	City: SAN JUAN	State: TX	Zip Code: 78589
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Noe Garza
NOE GARZA - R.P.L.S. No. 2589
Date: 23 Apr. 09



**R. Gutierrez
Engineering
Corporation** Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Job No.: ENG08.0241-F	FB: 507	Drawn By: J.H.F.
Date: 4/02/09	PG: 69	Checked By: NG



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Eng08.0241-F
April 15, 2009

**METES AND BOUNDS DESCRIPTION
OF
A 1.25-ACRE TRACT OF LAND
OUT OF A 5.0-ACRE TRACT OUT OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.**

Being a 1.25-acre tract of land out of a 5.0-acre tract out of the West 26.15-acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, **THENCE**, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 532.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and **POINT OF BEGINNING** of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the **POINT OF BEINNING**, containing 1.25-acres of land, more or less.



Noe Garza PE

NOE GARZA - R.P.L.S. No. 2589
Date: 16 April 09

SUMMARY OF SALIENT FACTS – TRACT No. 6

Client of Report _____ Hidalgo County Precinct No. 2
Right of Way Project _____ LJ Drainage Project
Parcel No. _____ 24
Type of Property _____ Vacant Land
Owner of Record _____ Hidalgo County Precinct No. 2
Property Rights Appraised _____ Fee Simple Estate & Easement Value
Date of On-Site Visit _____ May 28, 2014
Legal Description _____ A 1.25 acre tract of land out of a 5.0 acre tract out of the West 26.15 acres of Lot 2, Block 50, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.

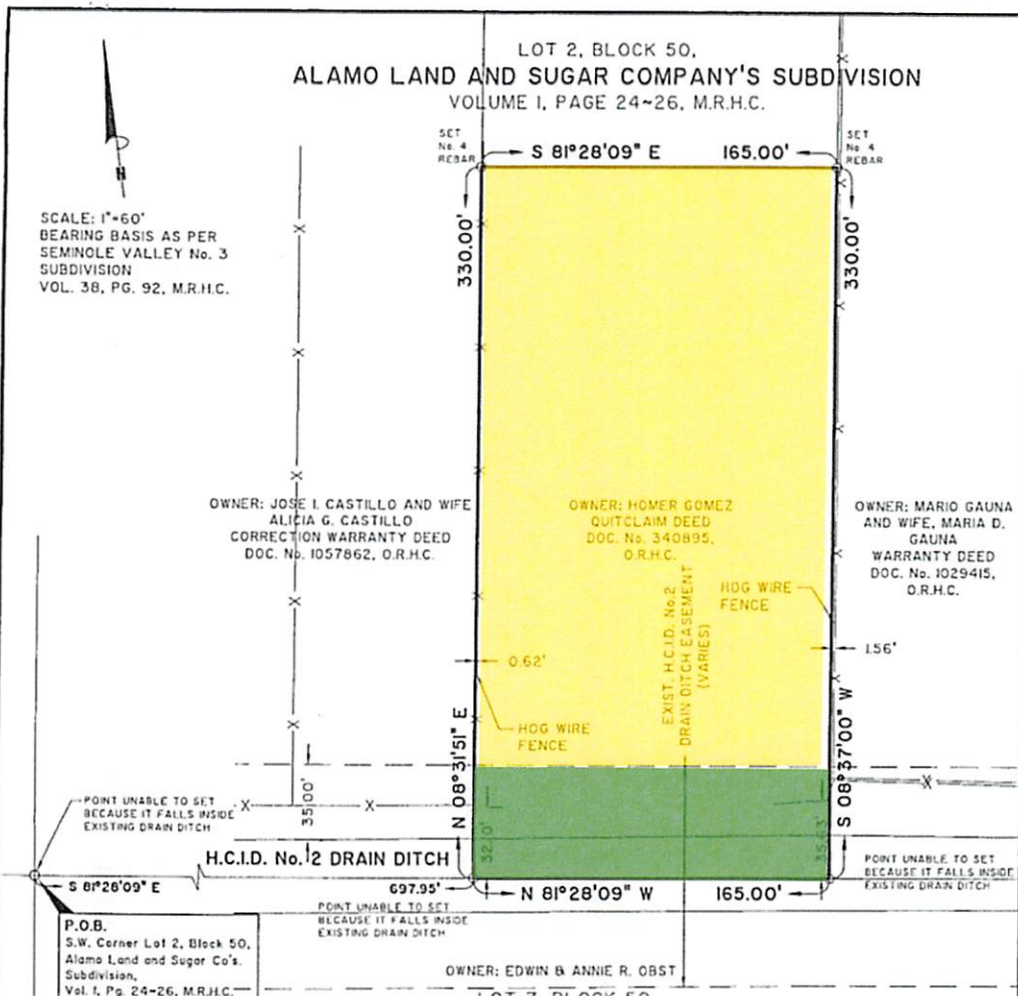
LAND DATA

Land Area _____ ±1.25 Acres (1.061 Acres – Fee Simple / 0.189 Acres – HCID No. 2 Easement)

GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond
City Zoning Ordinance _____ Not Applicable
Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Homer Gomez, as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subject's ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerk's Office confirmed the current owner of record to be Homer Gomez. The subject property was transferred from Carl & Lynette Jensen (Grantor) to Homer Gomez (Grantee) on January 12, 1993. The subject has been in the name of Homer Gomez for over sixteen (16) years prior to the acquisition by the County of Hidalgo.



LOT 7, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
VOLUME I, PAGE 24-26, M.R.H.C.

**SURVEY PLAT
OF
A 1.25-ACRE TRACT OF LAND,
OUT OF THE EAST 5.0-ACRES OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOL. I, PG. 24-26, M.R.H.C.**

SOUTH TEXAS LAND
INVESTIGATIONS
TITLE REPORT No:
340895

Any certification expressed or implied herein is invalid without the original signature and seal of Noe Garza. Alteration of this document, except by a licensed land surveyor is illegal.

I, Noe Garza, hereby certify that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.



FLOOD ZONE	<input type="checkbox"/> A <input type="checkbox"/> AD <input checked="" type="checkbox"/> C <input type="checkbox"/> X	Com.-Panel No.: 480334 0425 C
	<input type="checkbox"/> AH <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> OTHER	Map Revised: NOVEMBER 16, 1982
Description: Areas of minimal flooding.		
Client: HIDALGO COUNTY RIGHT OF WAY DEPT.	Mailing Address: 509 E. EARLING RD.	City: SAN JUAN State: TX Zip Code: 78589

Noe Garza
NOE GARZA - R.F.L.S. No. 2589
Date: 23 April 09



R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Job No.: ENG08.0241-G	FB: 507	Drawn By: J.H.F.
Date: 4/02/09	PG: 69	Checked By: NG



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 950 782-2557 • (FAX) 956 782-2558

**Eng08.0241-G
April 15, 2009**

**METES AND BOUNDS DESCRIPTION
OF
A 1.25-ACRE TRACT OF LAND
OUT OF THE WEST 5.0-ACRES OF THE WEST 26.15-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.**

Being a 1.25-acre tract of land out of the West 5.0-acres of the West 26.15-acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 1.25-acre tract being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 2, **THENCE**, South 81 degrees 28 minutes 09 seconds East, along the South line of Lot 2, a distance of 697.95 feet to the Southwest corner of said 5.00-acre tract, for the Southwest corner and **POINT OF BEGINNING** of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said 5.0-acre tract, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 165.00 feet to a No. 4 rebar set for a point on the East line of said 5.0-acre tract, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of said 5.0-acre tract, a distance of 330.00 feet to a point on the South line of Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 165.00 feet to the **POINT OF BEINNING**, containing 1.25-acres of land, more or less.



Noe Garza, P.E.

NOE GARZA - R.P.L.S. No. 2589
Date: 16 April 09

SUMMARY OF SALIENT FACTS – TRACT No. 7

Client of Report _____ Hidalgo County Precinct No. 2

Right of Way Project _____ LJ Drainage Project

Parcel No. _____ A

Type of Property _____ Vacant Land

Owner of Record _____ Hidalgo County Precinct No. 2

Property Rights Appraised _____ Fee Simple Estate

Date of On-Site Visit _____ May 28, 2014

Legal Description (Whole) _____ A 5.00 acre tract of land out of the east 20 acres of Lot 2, Block 50, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 24 thru 26, inclusive, of the Map Records of Hidalgo County, Texas. (Subject To Survey)

LAND DATA

Land Area _____ ± 5.00 Acres

GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond

City Zoning Ordinance _____ Not Applicable

Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Mario Gauna & Maria D. Gauna, as indicated by the Hidalgo County Appraisal District. Further investigation of the subject's ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Mario Gauna & Maria D. Gauna. The subject property was transferred from Andy Bermudez (Grantor) to Mario Gauna & Maria D. Gauna (Grantee) on November 30, 2001. The subject has been in the name of Mario Gauna & Maria D. Gauna for over eight (8) years prior to the acquisition by the County of Hidalgo.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Eng08.0241-A
March 26, 2009

**METES AND BOUNDS DESCRIPTION
OF
A 4.994-ACRE TRACT OF LAND
OUT OF THE EAST 20-ACRES
WEST 10-ACRES
OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGE 25, M.R.H.C.**

Being a 4.994-acre tract of land out of a the East 20-acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 25, Map Records, Hidalgo County, Texas. Said 4.994-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of said Lot 2, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 2, a distance of 659.01 feet to the Southwest corner of said East 20-acres of Lot 2, Block 50, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of said the East 20-acres of Lot 2, Block 50, a distance of a 330.00 feet to a No. 4 rebar set, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South line of said Lot 2, a distance of 659.50 feet to a point on the East line of Lot 5, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 37 minutes 00 seconds West, along the East line of Lot 2, a distance of 330.00 feet to the **POINT OF BEINNING**, containing 4.994-acres of land, more or less.

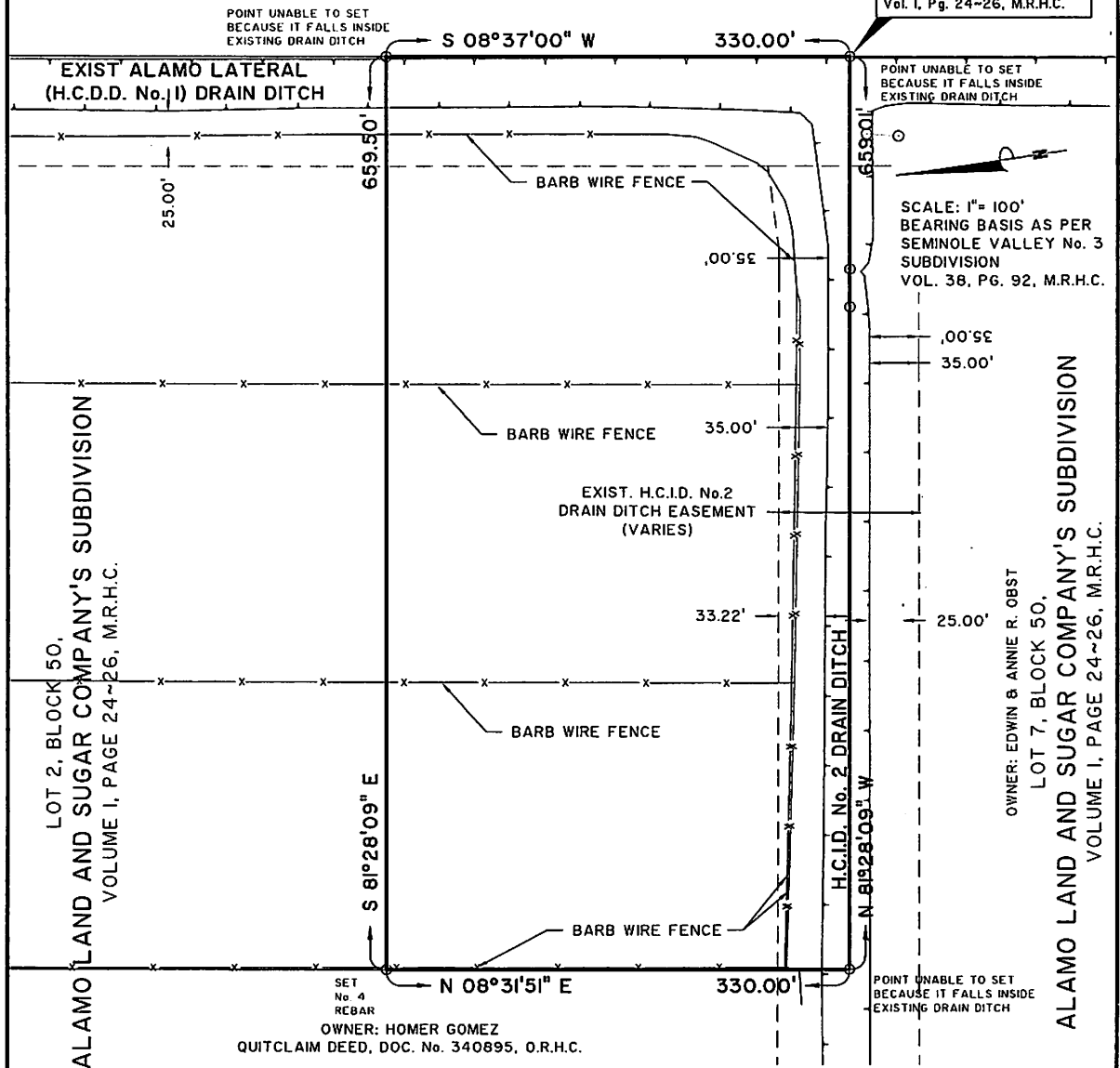


Noe Garza P.E.
NOE GARZA - R.P.L.S. No. 2589
Date: 27 Mar 09

OWNER: MARIA ANA DE LEON
SPECIAL WARRANTY DEED,
DOC. No. 1500993, O.R.H.C.

BLOCK 116,
HALL-FIFIELD SUBDIVISION
VOLUME I, PAGE 53, M.R.H.C.

P.O.B.
S.E. Corner Lot 2, Block 50,
Alamo Land and Sugar Co's.
Subdivision,
Vol. I, Pg. 24-26, M.R.H.C.



SURVEY PLAT
OF
A 4.994-ACRE TRACT OF LAND,
OUT OF THE EAST 20-ACRES OF LOT 2, BLOCK 50,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOL. I, PG. 24~26, M.R.H.C.

GF NUMBER:
115321



Any certification expressed or implied herein is invalid without the original signature and seal of Noe Garza Alteration of this document, except by a licensed land surveyor is illegal.

I, Noe Garza, hereby certify that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

FLOOD ZONE	<input type="checkbox"/> A <input type="checkbox"/> AO <input checked="" type="checkbox"/> C <input type="checkbox"/> X	Com.-Panel No.: 480334 0425 C
	<input type="checkbox"/> AH <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> OTHER	Map Revised: NOVEMBER 16, 1982

Description: Areas of minimal flooding.

Noe Garza
NOE GARZA - R.P.L.S. No. 2589
Date: 3/27/09 Rev.: 27 April 09

Client: HIDALGO COUNTY RIGHT OF WAY DEPT.	Mailing Address: 509 E. EARLING RD.	City: SAN JUAN	State: TX	Zip Code: 78589
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NOE GARZA ENGINEERS, INC.
208 W. FERGUSON AVE., UNIT 2, PHARR, TX. 78577, PH.(956) 783-1207

R. Gutierrez Engineering Corporation Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Job No.: ENG08.0241-A	FB: 508	Drawn By: J.H.F.
Date: 3/05/09	PG: 64	Checked By: NG

NO SURVEY PROVIDED BY CLIENT

SUMMARY OF SALIENT FACTS – TRACT No. 8

Client of Report _____ Hidalgo County Precinct No. 2

Right of Way Project _____ LJ Drainage Project

Parcel No. _____ B

Type of Property _____ Vacant Land

Owner of Record _____ Hidalgo County Precinct No. 2

Property Rights Appraised _____ Fee Simple Estate

Date of On-Site Visit _____ May 28, 2014

Legal Description (Whole) _____ Being the south Ten (10.00) acres Lot 3, Block Forty-nine (49), of the Alamo Land And Sugar Company Subdivision of lands out of Porcion 72, Los Torritos, Santa Ana and El Gato Grant, Hidalgo County, Texas, Recorded in Volume 1, Page 24 thru 26, Map Records of Hidalgo County

LAND DATA

Land Area _____ ± 10.02 Acres (**8.9160 Acres Net**) At the time of original appraisal performed on April 16, 2009, Mr. Jose Pena, Director of the Right of Way Department indicated the subject to be appraised as Net Acreage only as the remainder portion of land owned by H.C.I.D No. shall be acquired by inter-local agreement. Hence the property was appraised under the net acreage as indicated by scope.

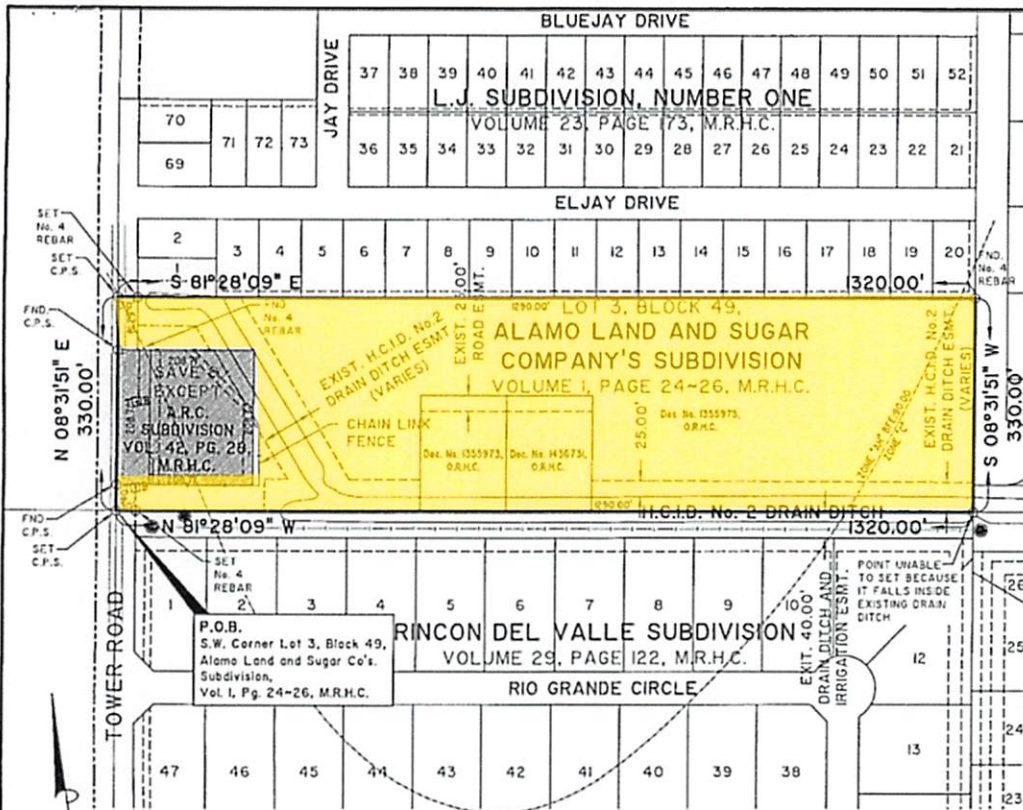
GENERAL LAND USE DATA

Highest & Best Use _____ Public Use As Existing Drainage/Detention Pond

City Zoning Ordinance _____ Not Applicable

Utilities Available _____ Potable Water / Electricity / Phone

Ownership History _____ The subject property was indicated to be under the ownership of Richard W Breinholt & Susan L Breinholt, as indicated by the Hidalgo County Appraisal District. Further investigation of the subject's ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerk's Office confirmed the current owner of record to be Richard W Breinholt & Susan L Breinholt. The subject property was transferred from Roberto Vargas (Grantor) to Richard W Breinholt & Susan L Breinholt (Grantee) on July 9, 2004. The subject has been in the name of Richard Breinholt & Susan L Breinholt for over four (4) years prior to the acquisition by the County of Hidalgo.



SCALE: 1" = 200'
 BEARING BASIS AS PER
 RINCON DEL VALLE SUBDIVISION
 VOL. 29, PG. 122, M.R.H.C.

10.000 Ac. Gross
 1.000 Ac. Save and Except
 0.084 Ac. Tower Rd. R.O.W.
 8.916 Ac. Net

LEGEND

- TELEPHONE BOX
- STAND PIPE
- I- IRRIGATION LINE

GF NUMBER:
 15322

**SURVEY PLAT
 OF
 THE SOUTH 10-ACRES OF LOT 3, BLOCK 49,
 ALAMO LAND AND SUGAR COMPANY'S
 SUBDIVISION,
 HIDALGO COUNTY, TEXAS
 VOL. I, PG. 24~26, M.R.H.C.
 SAVE AND EXCEPT: A 1.00-ACRE TRACT
 PREVIOUSLY CONVEYED TO JOSE L. GARCIA,
 RECORDED IN DOCUMENT No. 715370, O.R.H.C.**

Any certification expressed or implied herein is invalid without the original signature and seal of Noe Garza Alteration of this document, except by a licensed land surveyor is illegal.

I, Noe Garza, hereby certify that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

FLOOD ZONE	<input type="checkbox"/> A <input type="checkbox"/> AO <input checked="" type="checkbox"/> C <input type="checkbox"/> X	Com.-Panel No.: 480334 0425 C
	<input checked="" type="checkbox"/> AH <input type="checkbox"/> B <input type="checkbox"/> D <input type="checkbox"/> OTHER	Map Revised: NOVEMBER 16, 1982
Description: Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. (ZONE "AH") Areas of minimal flooding. (ZONE "C")		
Client: HIDALGO COUNTY RIGHT OF WAY DEPT.	Mailing Address: 509 E. EARLING RD.	City: SAN JUAN State: TX Zip Code: 78589



Noe Garza
 NOE GARZA - R.P.L.S. No. 2589
 Date: 1 April 09

NGE
 NOE GARZA ENGINEERS, INC.
 200 W. FERGUSON AVE., UNIT 2, PHARR, TX 77577, PH (361) 783-1207

R. Gutierrez Engineering Corporation
 Professional Engineers & Land Surveyors
 130 E. PARK AVENUE • PHARR, TEXAS 77577
 (TEL) 956 782-2557 • (FAX) 956 782-2558

Job No.: ENG08.0241-B	FB: 507	Drawn By: J.H.F.
Date: 3/26/09	PG: 67	Checked By: NG



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Eng08.024I-B
March 31, 2009
Page 1 of 2

**METES AND BOUNDS DESCRIPTION
OF
THE SOUTH 10-ACRES OF LOT 3, BLOCK 49,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGE 24~26, M.R.H.C.
SAVE AND EXCEPT: A 1.00-ACRE TRACT
PREVIOUSLY CONVEYED TO JOSE L. GARCIA
RECORDED IN DOCUMENT No. 715370. O.R.H.C.**

Being the South 10-acres Lot 3, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24~26, Map Records, Hidalgo County, Texas, Save and Except: a 1.00-acre tract previously conveyed to Jose L. Garcia, Recorded in Document No. 715370. Official Records, Hidalgo County, Texas. Said 10-acre tract being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of said Lot 3, for the Southwest corner of the tract herein described;


THENCE, North 08 degrees 31 minutes 51 seconds East, along the West line of Lot 3, in Tower Road Right of Way, at a distance of 40.00 feet pass a Cotton Picker Spindle found at the Southwest corner of A.R.C. Subdivision, Recorded in volume 42, Page 28, Map Records, Hidalgo County, Texas, at a distance of 248.71 feet pass a Cotton Picker Spindle found at the Northwest corner of said A.R.C. Subdivision, and at a total distance of a 330.00 feet to a Cotton Picker Spindle set at the Southwest corner of L.J. Subdivision, Number one, recorded in volume 23, page 173, Map Records, Hidalgo County, Texas, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 28 minutes 09 seconds East, along the South line of said L.J. Subdivision, at a distance of 30.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1320.00 feet to a No. 4 rebar found at the Southwest corner of said L.J. Subdivision and East line of Lot 3, for the Northeast corner of the tract herein described;

THENCE, South 08 degrees 31 minutes 51 seconds West, along the East line of Lot 3, a distance of 330.00 feet to the Southeast corner of Lot 3, for the Southeast corner of the tract herein described;

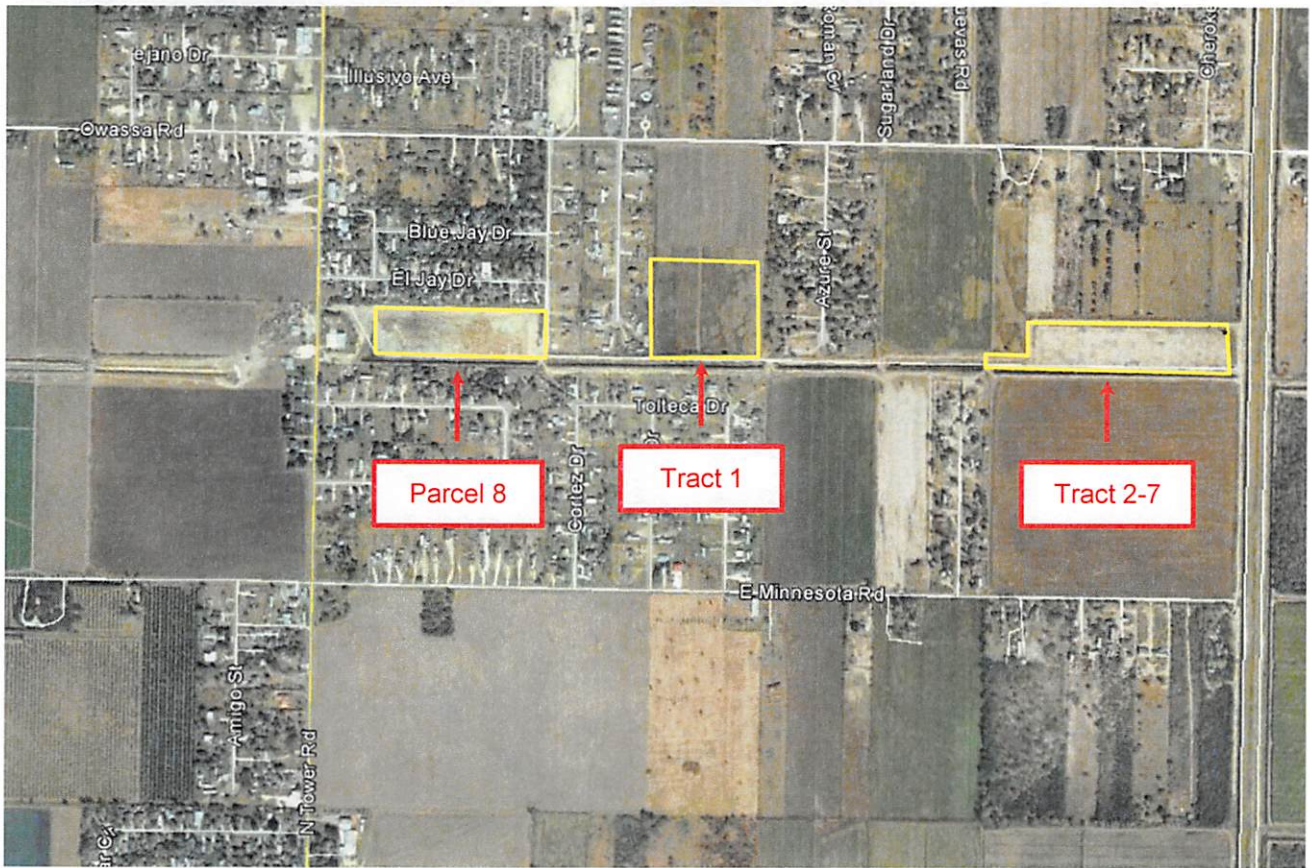
THENCE, North 81 degrees 28 minutes 09 seconds West, along the South line of Lot 3, at a distance of 1290.00 feet pass a No. 4 rebar set on a point on the East Right of Way line of Tower Road, and at a total distance of 1320.00 feet to the **POINT OF BEINNING**, containing 10.0-acres, Save and Except: said 1.00-acre tract, leaving a gross area of 9.0-acres of which 0.084-acres lies on Tower Road Right of Way, leaving a net area of 8.916-acres of land more or less.





NOE GARZA - R.P.L.S. No. 2589
Date: 1 April 09

AERIAL MAP OF SUBJECT PROPERTIES



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED.

PHOTOS OF SUBJECT

Parcel No.: 1
Date Taken: June 02, 2014

Local Address:
Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Canal ROW
Photo 2: Canal ROW

Looking: Photo 1: Western View
Photo 2: Northwestern View



Photo 1

General view of the subject property along the southern boundary on a Canal ROW.



Photo 2

Another general view of the subject property along the eastern boundary on a Canal ROW.

Point which taken: Photo 3: Canal ROW
Photo 4: Canal ROW

Looking: Photo 3: Western View
Photo 4: Eastern View



Photo 3

View of the canal ROW Road along the southern boundary of the subject property. The subject is on the right side of this photo.



Photo 4

View of the canal ROW Road along the southern boundary of the subject property. The subject is on the left side of this photo.

PHOTOS OF SUBJECT

Parcel No.: 2-7

Date Taken: June 2, 2014

Point which taken: Photo 5: Canal ROW
Photo 6: Canal ROW



Photo 5

General view of the subject property along the southern boundary of the subject property on a canal ROW Road.

Local Address: Owassa Road (S/S), 0.75 miles east of North Tower Road, Alamo, Texas
Taken By: Leonel Garza Jr. & Associates LLC

Looking: Photo 5: Northwestern View
Photo 6: Northern View



Photo 6

General view of the subject property along the eastern boundary of the subject property on a canal ROW Road.

Point which taken: Photo 7: Canal ROW
Photo 8: Canal ROW



Photo 7

View of the canal ROW Road along the eastern boundary of the subject property. The subject is on the left side of this photo.

Looking: Photo 7: Northern View
Photo 8: Southern View



Photo 8

View of the canal ROW Road along the eastern boundary of the subject property. The subject is on the right side of this photo.

PHOTOS OF SUBJECT

Parcel No.: 8

Date Taken: June 2, 2014

Point which taken: Photo 9: Canal ROW Road
Photo 10: Canal ROW Road



Photo 9

General view of the subject property along the southeastern boundary of the subject property on a canal ROW Road.

Point which taken: Photo 11: Teresa Barrera Road
Photo 12: Teresa Barrera Road



Photo 11

Street view of Teresa Barrera Road along the eastern boundary of the subject property. The subject is on the left side of this photo.

Local Address: Teresa Barrera (W/S), 0.19 miles south of Owassa Road, Alamo, Texas
Taken By: Leonel Garza Jr. & Associates LLC

Looking: Photo 9: Northeastern View
Photo 10: Eastern View



Photo 10

Another general view of the subject property along the southeastern boundary of the subject property on a canal ROW Road.

Looking: Photo 11: Northern View
Photo 12: Southern View



Photo 12

Street view of Teresa Barrera Road along the eastern boundary of the subject property. The subject is on the right side of this photo.

PURPOSE OF THE APPRAISAL

This appraisal is prepared for the purpose of estimating the market value of the fee simple estate of the surface rights of the subject property and to include improvements performed for the purposes of a detention pond, as defined within the scope of the assignment as of April 11, 2014. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements.

CLIENT AND INTENDED USER

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others involved with the potential sale of said tracts as defined by legal description.

INTENDED USE

The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent and others involved with the project, for future negotiations of selling said tracts to the Hidalgo County Drainage District No. 2 in the Fee Simple Estate currently in the name of Hidalgo County Precinct No. 2. This report is not intended for any other use, unless specified by the client. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be involved with the potential sale of said property. Jaime Salinas is the right-of-way agent for Hidalgo County Precinct No. 2, which has a local office located at 300 West Hall Acres, Suite G, Pharr, Texas and whom can be contacted at (956) 787-1891.

SCOPE OF ASSIGNMENT

By work order dated April 11, 2014, on behalf of Hidalgo County Precinct No. 2, a request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation associated with the "LJ Drainage Project" for Parcels 1 thru 8. The scope of the assignment is to appraise the area in the fee simple estate as improved based on the on-site inspection of said property as an existing detention pond. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way and or canal and drainage right of way.

- Leonel Garza III most recent inspection of the subject property was performed on May 28, 2014. This inspection is limited to photographing, measuring and visually observing the subject for any existing site and or structural improvements (if any).
- The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired.
- The subject market area shall be researched in order to identify comparable sales to the subject property in order to determine the market unit rate of the part to be acquired.
- Determine the most applicable approach to market value for the determination of the compensable value of the whole, part to be acquired, and the remainder before and after acquisition (As required by scope)

- The subjects overall highest and best use shall be determined for the subject as a whole, part to be acquired and remainder before and after acquisition. In the event a change in highest and best use, the appraiser is to determine if any diminution (damages) shall be assessed to the remainder after acquisition.
- In the event damages are indicated for site improvements (i.e. fences, driveways) a cost to cure may be required. This may be required to restore functional utility of said property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

ACCESSIBILITY OF APPRAISER

In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PERSONAL PROPERTY

No personal property was included nor indicated as per scope of the assignment.

DATE OF REPORT

The effective date of report is May 28, 2014

EFFECTIVE DATE OF APPRAISAL

The date at which the value opinion is an appraisal applies, which may or may not be the date of inspection; the date of the market conditions that provide the context for the value opinion. Current appraisals occur when the effective date of the appraisal is contemporaneous with the date of the report. The effective date of appraised is based on the most recent on-site or off-site visit to said property which is indicated to be, May 28, 2014.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property on May 28, 2014 and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza Jr. & Associates LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment. It is noted that the subject is currently being utilize for an existing "detention pond" of which does not appear to have any environmental concerns as per off-site inspection.

MUNICIPAL ZONING

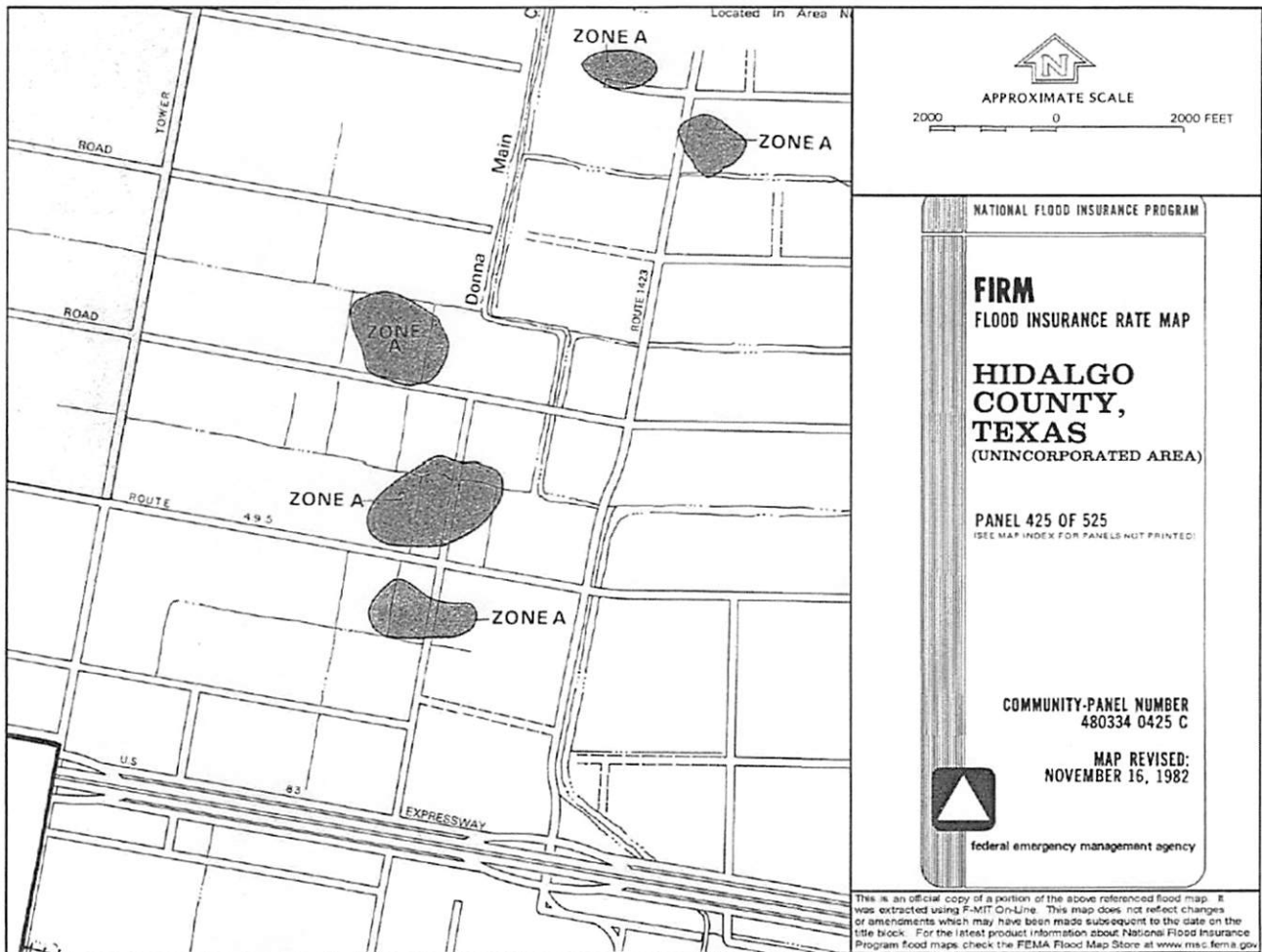
Based on the overall location of the subject properties, no municipal zoning is indicated for these tracts.

EASEMENTS / ENCROACHMENTS

Based on the on-site inspection of the subject property no adverse easements nor encroachments were indicated.

FEMA FLOOD PLANEL

Based on the exhibits provided by the client of the location of the proposed easement, it appears that the subject is located within a Flood Zone "C" of which is not a flood prone area. As per FIRM Rate Map 480334-0425-C.



HIGHEST & BEST USE

"The highest and best use is the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use, that is adequately supported and results in the highest and present value."

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements." Definitions are from The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

The highest and best use analysis for the subject property is based on the site "As Vacant". Based on the on-site inspection of the subject property on May 28, 2014 the overall highest and best use is for municipal and or county use as existing detention ponds and or drainage improvement structures.

Legally Permissible (Zoning)

The subject property is located outside the extraterritorial jurisdiction of a municipality and therefore is not subject to zoning. Based on the subjects existing use as a detention pond, the subject appears to be legally permissible as the site is for public drainage and detention.

Physically Possible

All general utilities are available to the site which allows for single family residential development of the site as per County Standards. The subject has sufficient land area which would allow for a variety of types of development, however, with the existing excavation of said tract for detention, the overall highest and best use shall continue to be for public drainage and detention and outfall of flood waters.

Financially Feasible

The financially feasible use of the subject site examines the possible uses of the site remaining after elimination of any uses which are not physically or legally permissible. Given the location and the existing exaction of said tracts the only financially feasible use of said tracts is for public detention and drainage of flood waters for the public.

Maximally Productive

The subject property is currently being utilized at its Maximally Productive use as a public detention pond.

CONCLUSION OF H&B USE:

Based on the overall location and land area of the subject property, the use "as if vacant" and "as improved" meets each of the analytical tests of highest and best use for a continued use as public drainage and detention pond for County and or municipal use.

SALES COMPARISON APPROACH

DEFINITION OF MARKET VALUE

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from <http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#%2034.42%20Definitions>.

The following land sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.

Land Sale No. 1



Property Identification

Record ID 258
Address 8209 W. Alberta Road, Edinburg, Hidalgo County, Texas 78539
Location North on Val Verde, Left on Alberta
Tax ID A1800-00-054-0007-01

Sale Data

Grantor Eduardo Vela and Berta Vela
Grantee Martin Contreras
Sale Date January 7, 2011
Deed Book/Page 2168428
Financing Cash To Seller
Verification Other sources: A130292S

Sale Price \$155,000

Land Data

Topography Level
Utilities Electric, Public Water, Telephone
Fencing None

Land Size Information

Gross Land Size 9.500 Acres

Indicators

Sale Price/Gross Acre \$16,316
Sale Price/Gross SF \$0.37

Legal

TRACT ONE HUNDRED FIFTEEN (115), OF GREEN VALLEY FARMS SUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO MAP RECORDED IN CABINET I. PAGES 206-A THRU 207-A, MAP RECORD OF CAMERON COUNTY, TEXAS.

Land Sale No. 2



Property Identification

Record ID	259
Property Type	Improved
Address	E Trenton Road, Donna, Hidalgo County, Texas 78537
Location	From FM 107 go South on Val Verde Rd to Trenton Road
Tax ID	H3475-00-068-0000-02

Sale Data

Grantor	Little Women, Inc.
Grantee	Texas Green Nursery, LLC
Sale Date	April 15, 2013
Deed Book/Page	2402082
Financing	Cash To Seller
Verification	Other sources: A153524S

Sale Price	\$225,000
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Land Data

Topography	Level
Utilities	Electric, Public Water, Septic
Fencing	Smooth Wire, Cross Fence

Land Size Information

Gross Land Size	15.000 Acres
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Indicators

Sale Price/Gross Acre	\$15,000
Sale Price/Gross SF	\$0.34

Legal

A 15.00 acre tract of land, being the East 15.00 acre of Lot Sixty-eight (68), Hill-Halbert Tract, Hidalgo County, Texas.

Land Sale No. 3



Property Identification

Record ID	272
Property Type	Unimproved, Farmland
Address	Minnesota Road, Donna, Hidalgo County, Texas 78537
Location	Northeast Corner of Valverde and Minnesota Road
Tax ID	H3475-00-119-0000-00

Sale Data

Grantor	Larry Earl Peacock and Adonna Lynn Peacock
Grantee	Buena Tierra Holdings, LLC
Sale Date	September 18, 2012
Deed Book/Page	2343226
Financing	Cash To Seller
Verification	Other sources: A150245S

Sale Price	\$734,506
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Land Data

Topography	Level
Utilities	None
Fencing	Other-See Remarks

Land Size Information

Gross Land Size	45.910 Acres
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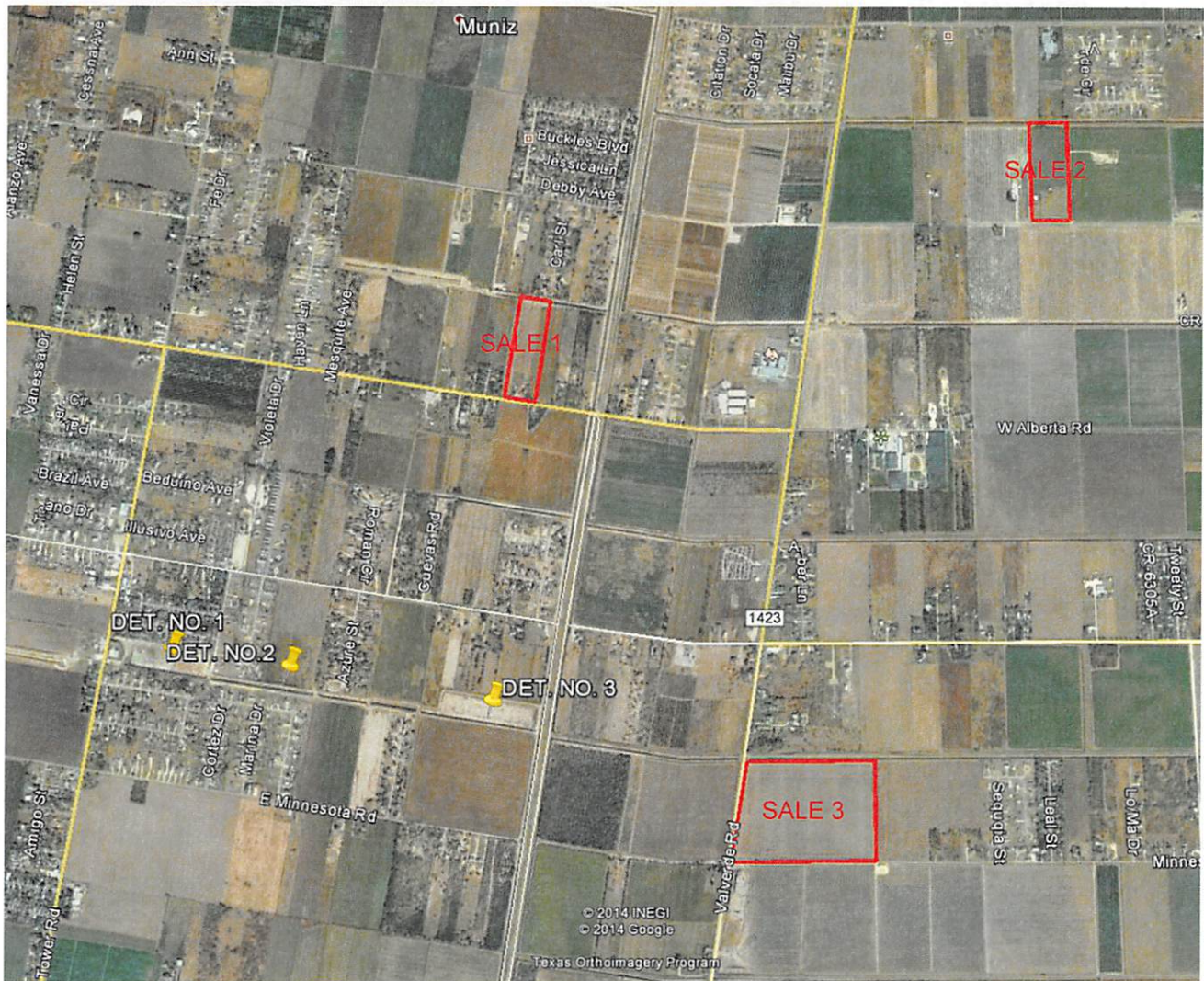
Indicators

Sale Price/Gross Acre	\$15,999
Sale Price/Gross SF	\$0.37

Legal

Blocks One Hundred Nineteen (119) and One Hundred Twenty (120), Hill Halbert Tract, Hidalgo County, Texas as per map or plat thereof recorded in Volume 1, Page 35, Map Records, Hidalgo County, Texas.

COMPARABLE LAND SALES MAP



COMPARABLE LAND SUMMARY

	SALES PRICE	SIZE OF TRACT (SF)	UNIT PRICE	DATE OF SALE
SALE No. 1	\$ 155,000	9.50	\$ 16,316 / AC	January 7, 2011
SALE No. 2	\$ 225,000	15.00	\$ 15,000 / AC	April 15, 2013
SALE No. 3	\$ 734,506	45.91	\$ 15,999 / AC	September 18, 2012

COMPARABLE NO.	SUBJECT	SALE No. 1		SALE No. 2		SALE No. 3	
SALES PRICE	#REF!	\$ 155,000		\$ 225,000		\$ 734,506	
UNIT PRICE		\$ 16,316 / AC		\$ 15,000 / AC		\$ 15,999 / AC	
FINANCING TERMS	Conventional	Cash	0%	Cash	0%	Cash	0%
CONDITIONS OF SALE	Arm's Length	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
TIME / MARKETING COND.	Average	Similar	0%	Similar	0%	Similar	0%
SUBTOTAL PRICE/SF		\$ 16,316	0%	\$ 15,000	0%	\$ 15,999	0%
LOCATION	Average	Inferior	5%	Inferior	5%	Similar	0%
MUNICIPAL ZONING	Average	Similar	0%	Similar	0%	Similar	0%
TOPOGRAPHY	Average	Similar	0%	Similar	0%	Similar	0%
FRONTAGE / STREET ACCESS	Average	Similar	0%	Similar	0%	Similar	0%
SITE UTILITY (Corner/Interior)	Average	Similar	0%	Similar	0%	Similar	0%
UTILITIES:	Water / Electricity	Similar	0%	Similar	0%	Similar	0%
TOTAL ADJUSTMENTS		\$ 816	5%	\$ 750.00	5%	\$ -	0%
ADJUSTED UNIT RATE		\$ 17,132 / AC		\$ 15,750 / AC		\$ 15,999 / AC	

LAND UNIT RATE CONCLUSION

MEAN UNIT RATE	\$ 16,294 / Acre
SELECTED FEE SIMPLE LAND UNIT RATE	\$ 16,250 / Acre
SELECTED EASEMENT LAND UNIT RATE (50% OF FS)	\$ 8,125 / Acre

EXPLANATION OF SALES ADJUSTMENTS

During the analysis of the acquisition area, the value for the subject property as a whole and or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and or Grantees, Appraisers and local Realtors. Each of these sales occurred within the past three (3) years of the date of this report, and is deemed reliable. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract. Each of these tracts sold under similar highest and best use as the subject property.

PART TO BE ACQUIRED

The proposed acquisition is comprised of fee land and easement land of which was purchased from the original owner of record for the construction of the existing drainage canals. Site improvements were included in the following analysis that were part of the original purchase of said parcels and previously appraised as per scope of the assignment. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the sales comparison approach to value. The subject shall be valued based on the highest and best use as a single family residential tract of land currently constructed into an existing drainage pond as per scope.

CONCLUSION OF MARKET VALUE PLUS CONSTRUCTION COST							
PARCEL NO	LAND AREA			LAND UNIT RATE		MARKET VALUE	
PARCEL No. 16	9.178	Acres	x	\$ 16,250	Acre	=	\$ 149,143
PARCEL 16 Easement	0.837	Acres	x	\$ 8,125	Acre	=	\$ 6,801
PARCEL No. 20	0.136	Acres	x	\$ 16,250	Acre	=	\$ 2,210
PARCEL 20 Easement	0.330	Acres	x	\$ 8,125	Acre	=	\$ 2,681
PARCEL No. 21	1.061	Acres	x	\$ 16,250	Acre	=	\$ 17,241
PARCEL 21 Easement	0.189	Acres	x	\$ 8,125	Acre	=	\$ 1,536
PARCEL No. 22	1.061	Acres	x	\$ 16,250	Acre	=	\$ 17,241
PARCEL 22 Easement	0.189	Acres	x	\$ 8,125	Acre	=	\$ 1,536
PARCEL No. 23	1.061	Acres	x	\$ 16,250	Acre	=	\$ 17,241
PARCEL 23 Easement	0.189	Acres	x	\$ 8,125	Acre	=	\$ 1,536
PARCEL No. 24	1.061	Acres	x	\$ 16,250	Acre	=	\$ 17,241
PARCEL 24 Easement	0.189	Acres	x	\$ 8,125	Acre	=	\$ 1,536
PARCEL No. A	5.000	Acres	x	\$ 16,250	Acre	=	\$ 81,250
PARCEL No. B	8.916	Acres	x	\$ 16,250	Acre	=	\$ 144,885
Land Market Value							\$ 462,078
Land Acquisition Improvement Cost / Site Improvements							\$ 17,559
TOTAL LAND ACQUISITION VALUE + SITE IMPROVEMENTS PURCHASED							\$ 479,637
Materials / Engineering							\$ 7,455
Boundary Survey - Detention Pond							\$ 14,400
Labor / Equipment Cost of Construction							\$ 565,783
TOTAL MARKET VALUE OF DETENTION PONDS "AS BUILT"							\$ 1,067,275

IMPROVEMENT VALUATION (SITE OR STRUCTURAL)

As per scope of the assignment, items of construction identified by Hidalgo County Precinct No. 2 were included in the overall valuation of said tracts. The purpose of said inclusion, is to determine the overall market value of the underlying fee simple and easement land area with the total construction cost of the existing drainage facility. This is performed for the future negotiations of selling said parcels of land included within the construction of the existing detention pond as per surveys provided.



Hidalgo County Precinct #2 Asset Fact Sheet

LJ POND SYSTEM

Asset:

LJ Pond System

Asset Description:

Three detention ponds on 28 acres of land located in North Alamo which will provide drainage relief to the northeast part of Precinct 2 and surrounding areas.



Project Cost:

Expenditure Category	Funding Source	Amount Expended
Land Acquisition & Related Costs	Fund 1200 & 1339	\$462,984
Materials & Engineering	Fund 1339	\$7,455
Force Account: Labor/Equipment Cost	Fund 1200	\$565,783
	Total:	\$1,036,222

REMAINDER BEFORE & AFTER

As per scope of the assignment, no remainder shall exist as the subject is to be sold in its entirety as purchased for said project.

TOTAL COMPENSATION

The following is a summary of the estimated total compensation for the part to be acquired as of the date of most recent visit; May 28, 2014 is \$1,067,275.

Sincerely,



Leonel Garza III
State Certified General Real Estate Appraiser
TX-1328375-General

EXHIBITS

1. APPRAISAL DISTRICT DATA
2. FLOOD ZONE MAP
3. MUNICIPAL ZONING MAP
4. ASSUMPTIONS AND LIMITING CONDITIONS
5. GENERAL ASSUMPTIONS
6. DEFINITIONS
7. QUALIFICATIONS OF APPRAISER

APPRAISAL DISTRICT DATA

During the analysis of the subject property, the real property tax information was gathered from the Hidalgo County Appraisal District. The following information was verified as per the date of this report thru the District's web site www.hidalgoad.org, which is updated regularly. Once the subject is identified, the Hidalgo County Tax Office is also contacted in order to determine the status of property tax payments on said property. According to the Hidalgo Tax Office located at 2804 S US Highway 281, Edinburg, Texas 78539, the subject property does appear to be current with property tax payments. It appears without doing a title search the subject property is under the ownership of Hidalgo County and has been for over five (5) years.

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	112951
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 113,670
ASSESSED VALUE	\$ 113,670
EXEMPTIONS	EX-XV

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	820172
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 135,270
ASSESSED VALUE	\$ 135,270
EXEMPTIONS	EX-XV

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	790039
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 67,500
ASSESSED VALUE	\$ 67,500
EXEMPTIONS	EX-XV

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	20406965
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 16,875
ASSESSED VALUE	\$ 16,875
EXEMPTIONS	EX-XV

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	20822508
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 40,500
ASSESSED VALUE	\$ 40,500
EXEMPTIONS	EX-XV

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	20830358
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 20,260
ASSESSED VALUE	\$ 20,260
EXEMPTIONS	EX-XV

OWNER OF RECORD	HIDALGO COUNTY
PROPERTY TAX IDENTIFICATION NO.	800018
IMPROVEMENT VALUE	\$ 0
LAND VALUE	\$ 25,672
ASSESSED VALUE	\$ 25,672
EXEMPTIONS	EX-XV

Below are the associated property tax accounts found under said ownership for the parent tract of which an easement is to be acquired as per information provided by client.

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$135,270	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$135,270	\$0	\$0.00
FD4	EMS DIST #04	0.026700	\$135,270	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$135,270	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$135,270	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$135,270	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$135,270	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$135,270	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$135,270	\$0	\$0.00
Total Tax Rate:		2.169800			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$2,935.09

Below is the Roll Value History of the subject parent tract. Note, this time of year the Appraisal District is re-assessing values throughout the County. Said assessed values are subject to change by the District prior to property tax roll certification of which is typically within the months of either July or August of each year.

Hidalgo CAD

Property Search Results > 112951 HIDALGO COUNTY TEXAS for Year 2014

Property

Account

Property ID: 112951 Legal Description: ALAMO LAND & SUGAR CO S330' EXC N208.71'-S248.71'-W208.71' LOT 3 BLK 49 9.0 AC GR 8.42 AC NET
 Geographic ID: A1800-00-049-0003-00 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: TOWER RD TX Mapsco:
 Neighborhood: Map ID: 26H VOL 1 PG 24
 Neighborhood CD:

Owner

Name: HIDALGO COUNTY TEXAS Owner ID: 960141
 Mailing Address: 100 E CANO ST % Ownership: 100.000000000000%
 FL 2
 EDINBURG, TX 78539-4582
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$113,670 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0
 (+) Timber Market Valuation: + \$0 \$0
 (=) Market Value: = \$113,670
 (-) Ag or Timber Use Value Reduction: - \$0
 (=) Appraised Value: = \$113,670
 (-) HS Cap: - \$0
 (=) Assessed Value: = \$113,670

Taxing Jurisdiction

Owner: HIDALGO COUNTY TEXAS
 % Ownership: 100.000000000000%
 Total Value: \$113,670

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$113,670	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$113,670	\$0	\$0.00
FD4	EMS DIST #04	0.026700	\$113,670	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$113,670	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$113,670	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$113,670	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$113,670	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$113,670	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$113,670	\$0	\$0.00
Total Tax Rate:		2.169800			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$2,486.41

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	El/ Front	El/ Depth	Market Value	Prod. Value
1	AC	ACREAGE	8.4200	366775.20	0.00	0.00	\$113,670	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	\$0	\$113,670	0	113,670	\$0	\$113,670
2013	\$0	\$101,040	0	101,040	\$0	\$101,040
2012	\$0	\$101,040	0	101,040	\$0	\$101,040
2011	\$0	\$101,040	0	101,040	\$0	\$101,040
2010	\$0	\$93,840	0	93,840	\$0	\$93,840
2009	\$0	\$93,840	0	93,840	\$0	\$93,840
2008	\$0	\$93,840	0	93,840	\$0	\$93,840
2007	\$0	\$66,470	0	66,470	\$0	\$66,470
2006	\$0	\$66,470	0	66,470	\$0	\$66,470
2005	\$0	\$66,470	0	66,470	\$0	\$66,470
2004	\$0	\$66,470	0	66,470	\$0	\$66,470
2003	\$0	\$57,086	0	57,086	\$0	\$57,086

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/21/2011 12:00:00 AM	CTOR	COURT ORDERS	THE BRENHOLT FAN	HIDALGO COUNTY T			CCD-0011-E
2	3/30/2009 12:00:00 AM	QCD	QUITCLAIM DEED	BRENHOLT RICHAR	BRENHOLT RICHAR			1984095
3	7/9/2004 12:00:00 AM	WD	WARRANTY DEED	VARGAS ROBERTO	BRENHOLT RICHAR			1355975

Property Search Results > 820172 HIDALGO COUNTY for Year 2014

Property

Account

Property ID: 820172 Legal Description: ALAMO LAND & SUGAR S660'-E661' LOT 4 BLK 49 10.02 AC NET
 Geographic ID: A1800-00-049-0004-05 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: Mapsco:
 Neighborhood: Map ID: VOL 1 PG25
 Neighborhood CD:

Owner

Name: HIDALGO COUNTY Owner ID: 116115
 Mailing Address: 100 E CANO ST STE 302 % Ownership: 100.0000000000%
 EDINBURG, TX 78539-4548
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$135,270 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$135,270
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$135,270
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$135,270

Taxing Jurisdiction

Owner: HIDALGO COUNTY
 % Ownership: 100.0000000000%
 Total Value: \$135,270

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$135,270	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$135,270	\$0	\$0.00
FD4	EMS DIST #04	0.026700	\$135,270	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$135,270	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$135,270	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$135,270	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$135,270	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$135,270	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$135,270	\$0	\$0.00
Total Tax Rate:		2.169800			

Taxes w/Current Exemptions:	\$0.00
Taxes w/o Exemptions:	\$2,935.09

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	10.0200	438471.20	0.00	0.00	\$135,270	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	\$0	\$135,270	0	135,270	\$0	\$135,270
2013	\$0	\$120,240	0	120,240	\$0	\$120,240
2012	\$0	\$120,240	0	120,240	\$0	\$120,240

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/5/2011 12:00:00 AM	DOC	DOCUMENT		HIDALGO COUNTY			CCD-0022-A

Hidalgo CAD

Property Search Results > 790039 HIDALGO COUNTY for Year 2014

Property

Account

Property ID: 790039 Legal Description: ALAMO LAND & SUGAR CO E560'-S330 4.99AC NET
 Geographic ID: A1800-00-050-0002-12 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: OWASSA RD Mapsco:
 TX
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

Name: HIDALGO COUNTY Owner ID: 86623
 Mailing Address: PO BOX 1356 % Ownership: 100.0000000000%
 EDINBURG, TX 78540-1356
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$67,500 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$67,500
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$67,500
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$67,500

Taxing Jurisdiction

Owner: HIDALGO COUNTY
 % Ownership: 100.0000000000%
 Total Value: \$67,500

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$67,500	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$67,500	\$0	\$0.00
FD4	EMS DIST #04	0.026700	\$67,500	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$67,500	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$67,500	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$67,500	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$67,500	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$67,500	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$67,500	\$0	\$0.00

Total Tax Rate:	2.169800	Taxes w/Current Exemptions:	\$0.00
		Taxes w/o Exemptions:	\$1,464.62

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	5.0000	217600.00	0.00	0.00	\$67,500	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		\$0	\$67,500	0	67,500	\$0 \$67,500
2013		\$0	\$60,000	0	60,000	\$0 \$60,000
2012		\$0	\$60,000	0	60,000	\$0 \$60,000
2011		\$0	\$60,000	0	60,000	\$0 \$60,000
2010		\$0	\$35,000	0	35,000	\$0 \$35,000

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/23/2009 12:00:00 AM	DOC	DOCUMENT	GAUNA MARIO & M ^W	HIDALGO COUNTY			2019263

Property Search Results > 20406965 HIDALGO COUNTY IRR DIST #2 for Year 2014

Property

Account

Property ID: 20406965 Legal Description: ALAMO LAND & SUGAR CO E165'-W862.95'- S330' L J DRAINAGE LATERAL LOT 2 BLK 50 1.25 AC
 Geographic ID: A1800-00-050-0002-14 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: MINNESOTA RD Mapsco:
 TX
 Neighborhood: Map D: 26H
 Neighborhood CD:

Owner

Name: HIDALGO COUNTY IRR DIST #2 Owner ID: 61530
 Mailing Address: PO BOX 6 % Ownership: 100.0000000000%
 SAN JUAN, TX 78589-0006
 Exemptions: EX-XV

Values

(+) Improvement Homestead Value: + \$0
 (+) Improvement Non-Homestead Value: + \$0
 (+) Land Homestead Value: + \$0
 (+) Land Non-Homestead Value: + \$16,875 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0
 (=) Market Value: = \$16,875
 (-) Ag or Timber Use Value Reduction: - \$0
 (=) Appraised Value: = \$16,875
 (-) HS Cap: - \$0
 (=) Assessed Value: = \$16,875

Taxing Jurisdiction

Owner: HIDALGO COUNTY IRR DIST #2
 % Ownership: 100.0000000000%
 Total Value: \$16,875

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$16,875	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$16,875	\$0	\$0.00
FD4	EMS DIST #04	0.026700	\$16,875	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$16,875	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$16,875	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$16,875	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$16,875	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$16,875	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$16,875	\$0	\$0.00
Total Tax Rate:		2.169800			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$366.15

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eft Front	Eft Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.2500	54450.00	0.00	0.00	\$16,875	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	\$0	\$16,875	0	16,875	\$0	\$16,875
2013	\$0	\$15,000	0	15,000	\$0	\$15,000
2012	\$0	\$15,000	0	15,000	\$0	\$15,000
2011	\$0	\$15,000	0	15,000	\$0	\$15,000
2010	\$0	\$8,750	0	8,750	\$0	\$8,750

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/21/2009 12:00:00 AM	DEED	DEED	LARA FELIX & NORA	HIDALGO COUNTY II			2036382

Hidalgo CAD

Property Search Results > 20822508 HIDALGO COUNTY for Year 2014

Property

Account

Property ID: 20822508 Legal Description: ALAMO LAND & SUGAR CO E165'-W697.95'-S330' LOT 2 BLK 50 1.25AC NET
 Geographic ID: A1800-00-050-0002-16 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: Mapsco:
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

Name: HIDALGO COUNTY Owner ID: 933183
 Mailing Address: 2401 N MOOREFIELD RD % Ownership: 100.000000000000%
 MSSION, TX 78574-7043
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$40,500 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$40,500
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$40,500
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$40,500

Taxing Jurisdiction

Owner: HIDALGO COUNTY
 % Ownership: 100.000000000000%
 Total Value: \$40,500

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$40,500	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$40,500	\$0	\$0.00
FD4	EMS DIST #04	0.026700	\$40,500	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$40,500	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$40,500	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$40,500	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$40,500	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$40,500	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$40,500	\$0	\$0.00
Total Tax Rate:		2.169800			

Taxes w/Current Exemptions: \$0.00

Taxes w/o Exemptions: \$878.77

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.2500	54450.00	0.00	0.00	\$40,500	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	\$0	\$40,500	0	40,500	\$0	\$40,500
2013	\$0	\$40,500	0	40,500	\$0	\$40,500
2012	\$0	\$40,500	0	40,500	\$0	\$40,500
2011	\$0	\$40,500	0	40,500	\$0	\$40,500
2010	\$0	\$27,143	0	27,143	\$0	\$27,143

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/1/2010 12:00:00 AM	DEED	DEED	CASTILLO JOSE I & /	HDALGO COUNTY			2071473

Hidalgo CAD

Property Search Results > 20830358 COUNTY OF HIDALGO for Year 2014

Property

Account

Property ID: 20830358 Legal Description: ALAMO LAND & SUGAR CO E165'-W532.95' S330' LOT 2 BLK 50 1.25 AC NET
 Geographic ID: A1800-00-050-0002-18 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: OWASSA RD TX Mapsco:
 Neighborhood: Map ID: 26H VOL 1 PG 24-28
 Neighborhood CD:

Owner

Name: COUNTY OF HIDALGO Owner ID: 728875
 Mailing Address: PO BOX 178 % Ownership: 100.000000000000%
 EDINBURG, TX 78540-0178
 Exemptions: EX-XV

Values

(+) Improvement Homosite Value: + \$0
 (+) Improvement Non-Homosite Value: + \$0
 (+) Land Homosite Value: + \$0
 (+) Land Non-Homosite Value: + \$20,260 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0
 (=) Market Value: = \$20,260
 (-) Ag or Timber Use Value Reduction: - \$0
 (=) Appraised Value: = \$20,260
 (-) HS Cap: - \$0
 (=) Assessed Value: = \$20,260

Taxing Jurisdiction

Owner: COUNTY OF HIDALGO
 % Ownership: 100.000000000000%
 Total Value: \$20,260

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$20,260	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$20,260	\$0	\$0.00
FD4	EVS DIST #04	0.026700	\$20,260	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$20,260	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$20,260	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$20,260	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$20,260	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$20,260	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$20,260	\$0	\$0.00
Total Tax Rate:		2.169800			

Taxes w/Current Exemptions:	\$0.00
Taxes w/o Exemptions:	\$439.60

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.2500	54450.00	0.00	0.00	\$20,260	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	\$0	\$20,260	0	20,260	\$0	\$20,260
2013	\$0	\$20,260	0	20,260	\$0	\$20,260
2012	\$0	\$20,260	0	20,260	\$0	\$20,260
2011	\$0	\$20,260	0	20,260	\$0	\$20,260

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/12/2010 12:00:00 AM	DEED	DEED	MARTINEZ MARIA CI	COUNTY OF HIDALG			2145562

Hidalgo CAD

Property Search Results > 800018 COUNTY OF HIDALGO for Year 2014

Property

Account

Property ID: 800018 Legal Description: ALAMO LAND & SUGAR CO W202.95'-S100' LOT 2 BLK 50 0.466AC AKA PARCEL 20
 Geographic ID: A1800-00-050-0002-20 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: Mapsco:
 Neighborhood: ALAMO LAND & SUGAR CO. Mbp ID: VOL 1 PG 24-26
 Neighborhood CD: A180000

Owner

Name: COUNTY OF HIDALGO Owner ID: 729450
 Mailing Address: 2401 N MOOREFIELD RD % Ownership: 100.000000000000%
 MISSION, TX 78574-7043
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$25,672 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0
 (=) Market Value: = \$25,672
 (-) Ag or Timber Use Value Reduction: - \$0
 (=) Appraised Value: = \$25,672
 (-) HS Cap: - \$0
 (=) Assessed Value: = \$25,672

Taxing Jurisdiction

Owner: COUNTY OF HIDALGO
 % Ownership: 100.000000000000%
 Total Value: \$25,672

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	AFFRAISAL DISTRICT	0.000000	\$25,672	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	\$25,672	\$0	\$0.00
FD4	BVS DIST #04	0.026700	\$25,672	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$25,672	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$25,672	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	\$25,672	\$0	\$0.00
R14	ROAD DIST 14	0.000000	\$25,672	\$0	\$0.00
SDN	DONNA ISD	1.258200	\$25,672	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$25,672	\$0	\$0.00
Total Tax Rate:		2.169800			
Taxes w /Current Exemptions:					\$0.00
Taxes w /o Exemptions:					\$557.03

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eft Front	Eft Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.4660	20288.96	0.00	0.00	\$25,672	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014		\$0	\$25,672	0	25,672	\$0 \$25,672
2013		\$0	\$23,105	0	23,105	\$0 \$23,105
2012		\$0	\$23,105	0	23,105	\$0 \$23,105
2011		\$0	\$5,033	0	5,033	\$0 \$5,033

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/16/2011 12:00:00 AM	DEED	DEED	COUNTY OF HDALG	COUNTY OF HDALG			2206862

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and belief;

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

The Office of Leonel Garza Jr. & Associates LLC has not performed an appraisal on the subject property within the last (3) three years. However, this appraiser has appraised the subject properties for the County of Hidalgo Precinct No. 2 for the acquisition of said tracts for the "LJ Drainage Project" of which appraisals were performed with the time period of 2009 thru 2010.



Leonel Garza III
State Certified General Real Estate Appraiser
TX - 1328375-GeneralL

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.
10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. Any sketch of the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.
12. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements

applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.
14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
16. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
17. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
18. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
19. This appraisal report has been prepared for the exclusive benefit of Hidalgo County Precinct No. 2 and their assigns. It may not be used or relied upon by any other party. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
20. We have not been provided with any evidence or documentation as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal
21. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested to the client, Hidalgo County Precinct No. 2 and the Office of Leonel Garza Jr. & Associates LLC.
22. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
23. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

Qualifications of Appraiser – Leonel Garza III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. The company was founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years. Leonel Garza Jr. was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 and was appointed by Governor George W. Bush to this position for two (2) terms.

Leonel Garza III has continued the family business, concentrating on general commercial properties and right-of-way acquisition projects for more than 15 years. The office of Leonel Garza Jr. & Associates LLC contains General Certified Appraisers and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

EDUCATION

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas


LICENCES & CERTIFICATIONS

State Certified General Real Estate Appraiser

Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2014 (Active)

State Certified Property Tax Consultant

Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2014 (Active)

Texas Appraiser Licensing and Certification Board P.O. Box 12188 Austin, Texas 78711-2188 Certified General Real Estate Appraiser		
Number:	TX 1328375 G	
Issued:	01/03/2013	Expires: 12/31/2014
Appraiser:	LEONEL GARZA III	
<small>Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.</small>		
		 Douglas E. Olden Commissioner

PUBLIC & PROFESSIONAL SERVICE

Associate Member of the Appraisal Institute

Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers

Designated as a Master Senior Appraiser in 2006 by the national Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA)

(Member # 7899430)

City of McAllen Planning and Zoning Board (Chairman & Member)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Current Chairman & Member)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments Board (Current Chairman & Member)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

City of McAllen Traffic Board (Member)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

The McAllen Palm City Lions Club (Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. The club raises funds to feed 50-60 families throughout the City of McAllen every year.

City of McAllen Zoning Board of Adjustments and Appeals (Former Chairman & Former Member)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

City of McAllen Ambulance Advisory Committee (Former Vice Chairman & Former Member)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

City of McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Pharr Municipal Park Charter Committee (Former Member)

Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

DEFINITIONS

The definitions included in this Addendum have been extracted, solely or in combination, from definitions and descriptions printed in:

The Uniform Standards of Professional Appraisal Practice 2013-2014 Edition (USPAP);

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, Chicago, Illinois, 2010 (Dictionary);

The Appraisal of Real Estate, Thirteenth, Appraisal Institute, Chicago, Illinois, 2008 (Thirteenth Edition); and/or Appraisal

The act or process of developing an opinion of value; an opinion of value. (*USPAP*)

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made effective the 18th day of Feb., 2014, by and between HIDALGO COUNTY, hereinafter referred to as "County" and the Hidalgo County Drainage District No. 1, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the District has declared surplus that certain excavator described on Exhibit A attached hereto (the "Excavator");

WHEREAS, Section 49.226 of the Texas Water Code provides district property may be transferred to a county upon terms and conditions deemed necessary or advantageous to the district;

WHEREAS, Hidalgo County, Precinct 2 is desirous of acquiring the Excavator;

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; and

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

1. The District shall transfer the Excavator to Hidalgo County for the benefit of Hidalgo County Precinct 2 for the sum of Forty Seven Thousand Nine Hundred and Ninety Six and 80/100ths Dollars \$47,996.80.
2. County shall be entitled to full title and all ownership interests in the Excavator.
3. At closing or delivery, the District shall deliver to County such titles, termination statements, bills of sale and other documents and instruments as County shall reasonably require to evidence the transfer of all right, title and interest of the District in such Excavator to the County free and clear of all liens and encumbrances created by or arising directly or indirectly through the District.
4. Except for representations, warranties and service contracts relating to the Excavator made or entered into by the manufacture or suppliers of the Excavator, all of which are hereby assigned to the County, (to the extent

assignable) the District has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Excavator for any particular purpose or the conformity of the Excavator to specifications or purchase order, its design, delivery, or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the County, at its sole expense.

5. Immediately, or as soon as practicable to provide time for testing, upon receipt of the Excavator, the County shall inspect the Excavator. Unless the County gives the District written notice of each defect or other proper objection to the Excavator before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the County has fully inspected and acknowledged that the Excavator is in good condition, and repair, and is performing satisfactorily, and that the County is satisfied with and has accepted the Excavator in such good condition and repair.
6. The Chairman of the Board of Directors of District and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.
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 a 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 District 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.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County District No. 1
Attention: Chairman of the Board
900 N. Doolittle Road
Edinburg, Texas 78541

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

With copy to: Commissioner Hector "Tito" Palacios, Precinct No.2
300 W. Hall Acres, Suite G
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

14. **Assignment.** This Agreement shall not be assignable.

15. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

17. **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 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.

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

Ramon Garcia

Ramon Garcia, Chairperson, Board of
Directors

HIDALGO COUNTY

Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: Stephen L. Crain
Stephen L. Crain

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 2/18/14

AI-45920

9.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Claudette Guerrero, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series:

Approval to issue payment on the following item after review and audit procedures are completed:
Application for Payment No. 2 in the amount of \$24,390.00 from Texas Cordia Construction, LLC
related to Contract no. HCDD1-14-004-02-05-Pct.4 Edinburg Drain Stub-Out to South Main Control
Structure, BOD 02-11-14. Total Contract amount is \$193,085; after this approval the project will be 50%
complete as per payments.

BACKGROUND

Mgt 07-28-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 04:52 PM
Final Approval	Monica Badillo	08/08/2014 05:10 PM
Form Started By: Claudette Guerrero		Started On: 08/07/2014 09:12 PM
	Final Approval Date: 08/08/2014	

AI-45965

10.

DRAINAGE DISTRICT

Meeting Date: 08/12/2014

Submitted By: Claudette Guerrero, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to issue payment after review and audit procedures are completed:
Application for Payment no.3 in the amount of \$45,000. from FJW Construction, LLC pertaining
pertaining to Construction Contract no. 13-023-11-19C- J09 Drain Improvements PO#624028

BACKGROUND

Eng Clr Only

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	08/08/2014 05:47 PM
Form Started By: Claudette Guerrero		Started On: 08/08/2014 05:39 PM
	Final Approval Date: 08/08/2014	