



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
March 17, 2015
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. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. **AI -48858** 2013 Bond Series:
 - A. Approval of Amendment No. 1 to Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and Hidalgo County (LJ Drain)
 - B. Approval of Closing documents for Sale of certain real property known as LJ Drain and Authority for Chairman of the Board to execute same
6. **AI -48919** 2013 Bond Series
Request approval to issue manual payment after review and audit procedures are completed on the following items:

Application for Payment No. 2-in the amount of \$25,115.40 from Texas Cordia Construction, LLC related to Construction contract no. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. PO#625452.
7. **AI -48896** A.) Requesting approval to advertise for the following:
 - 1.) RFQ No. HCDD1-15-004-04-15 "Real Estate Appraisal Services - Pool"
 - 2.) RFQ No. HCDD1-15-005-04-16 "Extension of Professional Engineering Services - Pool"

B.) Requesting approval to utilize the District's option to extend Service Contract No. HCDD1-14-005-03-25 "Hauling Services - Stone Rip Rap" for (1) one year under the same rates, terms and agreements.

C.) Pursuant to Texas Water Code Section 49.273 (I) and in the interest of expediting a project's progress, requesting authority/approval for the Drainage District General Manager or designee to execute change orders that involves and increase or decrease of \$50,000.00 or less.

8. **AI -48899** Approval of Interlocal Cooperation Agreement between City of Palmview and Hidalgo County Drainage District No. 1 for Drainage Improvements for La Homa Road; the District's participation is in the amount of \$128,133.33 from its General Fund-Aid To Other Governments

9. **AI -48925** Request approval of Budget Amendment from the District's General Fund in the amount of \$211,802.71; monies are for the District's participation through Aid to Other Governments for two interlocal agreements:
 - 1.) Interlocal Agreement with City of Palmview in the amount of \$128,133.33 for Drainage Improvements for La Homa Road.
 - 2.) Interlocal Agreement with Pct.2 for the Hike & Bike Trail Project.

10. **AI -48935** A. Approval to create one full-time Administrative Assistant Position; Slot No. 16, Budgeted Salary \$43,500.00, Effective 03-23-2015.

B. Approval of Salary Schedule and Budget Amendment to fund salary and fringes of the above-mentioned position.

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 -48858

5.

DRAINAGE DISTRICT

Meeting Date: 03/17/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 Bond Series:

A. Approval of Amendment No. 1 to Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and Hidalgo County (LJ Drain)

B. Approval of Closing documents for Sale of certain real property known as LJ Drain and Authority for Chairman of the Board to execute same

BACKGROUND

Fiscal Impact

Attachments

settlement

deed

amended ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/11/2015 11:50 AM
Final Approval	Monica Badillo	03/13/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 03/11/2015 11:34 AM
Final Approval Date: 03/13/2015		



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: GF No. 798592	7. Loan Number: N/A	8. Mortgage Insurance Case Number: N/A
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
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: Twelve (12) tracts of land totaling 25,508 acres South of Owassa Road, North of Minnesota Road, and in between Cesar Chavez Road and Tower Road in Hidalgo County, Texas. See Exhibit A attached hereto			H. Settlement Agent: Atlas, Hall & Rodriguez, LLP Place of Settlement: 818 Pecan Blvd., McAllen, Texas 78501		I. Settlement Date: March 17, 2015

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$1,326,948.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$106.00
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	\$1,327,054.00
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	
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	
302. Less amounts paid by/for borrower (line 220)	()
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$1,327,054.00

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$1,326,948.00
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	\$1,326,948.00
500. Reductions in Amount Due to seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$8,103.67
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. Delinquent Taxes	\$2,075.81
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$1,326,948.00
602. Less reductions in amounts due seller (line 520)	(\$10,179.48)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$1,316,768.52

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 OMB 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					
Division of commission (line 700) as follows :				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
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 Edwards Abstract and Title Co.				(from GFE #5)	\$7,590.00
1104. Lender's title insurance		\$			
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$					
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 Edwards Abstract and Title Co.					
1110. Tax Service Fee to Edwards Abstract and Title Co.					\$513.67
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges to Hidalgo County Clerk				(from GFE #7)	
1202. Deed \$ 106.00	Mortgage \$		Release \$		\$106.00
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)		\$			POC
1303. Taxes to Hidalgo County Tax Assessor-Collector		\$			
1304. Taxes to Hidalgo County Irrigation District No. 2 (See Exhibit "B" for breakdown of lines 1303 and 1304)					
1305. Attorney's fees to Purdue Brandon Fielder Collins & Mott (Tax Suit No. T-226-02-A)					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					
				\$106.00	\$8,103.67

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

(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, County Judge

BUYER:

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By: _____
Ramon Garcia, Chair of the Board of
Directors

EXHIBIT "A"

Legal Description

TRACT I:

Being a 1.321-acre tract of land out of a 10.0-acre tract being the East 1/2 of the East 1/2 of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0 acre tract of land is vested to: Ludivina C. Gonzalez and husband, Jose Ramon Gonzalez from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003 by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.136-acres of land, more or less.

TRACT II:

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 18.21-acre tract of land is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1182770, Official

Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-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 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the East line of said Lot 6, a distance of 174.44 feet to the POINT OF BEGINNING, containing 2.643-acres, of which 0.37-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.273-acres of land, more or less.

TRACT III:

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0 acres of the North 1/2 of the East 20.0 acres, and Tract 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North 1/2 of the East 20.0-acres, both out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales, from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales by virtue of a Warranty Deed with Vendor's Lien, dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. SAVE AND EXCEPT: a tract of land

containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North 1/2 of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northeast corner of Lot 6, THENCE, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the existing West right-of-way line of Alamo Road (F.M. 907), for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the existing West right-of-way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0 acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0 acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the POINT OF BEGINNING, containing 2.483-acres, of which 0.348-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.135-acres of land, more or less.

TRACT IV:

Being 5.065-acre tract of land out of a 10.0-acre tract being the North 1/2 of the North 1/2 of Lot Five (5), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, Said 10.0-acre tract of land is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2, a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northwest corner of said Lot 5; THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the existing East right-of-way line of Alamo Road (F.M. 907), for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

THENCE, North 82 degrees 30 minutes 58 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the existing East right-of-way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the existing East right-of-way line of said Alamo Road (907), a distance of 174.85 feet to the POINT OF BEGINNING, containing 5.065-acres, of which 0.812-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 4.253-acres of land, more or less.

TRACT V:

A 3.947-acre tract of land out of a 27.5-acre tract out of the West 1/2, and the West 1/2 of the East 1/2 of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron, Independent Executor of the Estate of Iris V.O. Cron, Deceased, and Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 886, Official Records of Hidalgo County, Texas. LESS AND EXCEPT: 2 1/2 acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-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 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the POINT OF BEGINNING, containing 3.947-acres, of which 0.59-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.357-acres of land, more or less.

TRACT VI:

Being a 1.32-acre tract of land out of the East 10-acres of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas. as per map or plat thereof recorded in Volume 1, Pages 2426, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Texas Slate Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.32-acres, of which 0.236-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.084-acres of land, more or less.

TRACT VII:

Being a 0.008-acre tract of land out of Lot Thirteen (13), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 13, 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 13, a distance of 25.00 feet to a No. 4 rebar set at the proposed North right-of-way line of said L. J. Drainage Lateral for the Northwest corner of this tract of land:

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres of which 0.008-acres lies in the existing swale easement.

TRACT VIII:

Being a 0.012-acre tract of land out of Lot Twelve (12), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.012-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

THENCE, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at 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 the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

TRACT IX:

Being a 0.12-acre tract of land out of Lot Eleven (11), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 11, a distance of 25.00 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 this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land;

THENCE, South 36 degrees 23 minutes 56 seconds East, with the East line of said Lot 11, a distance of 35.31 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

TRACT X:

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot One (1), Block Fifty (50), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION. Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife, Annie Obst, by virtue of Warranty Deeds dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503, Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acres tract, a distance of a 100.00 feet to a No. 4 rebar set at 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 right-of-way line, a distance of 660.00 feet to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a proposed net taking of 0.708-acres of land, more or less.

TRACT XI:

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife, Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-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 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 82 degrees 13 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 14 minutes 23 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the POINT OF BEGINNING, containing 3.978-acres, of which 0.603-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the existing Tennessee Gas Transmission Right-of-Way Easement, leaving a proposed net taking of 2.944-acres of land, more or less.

TRACT XII:

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot Seven (7), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume I, Pages 24-25, Map Records, Hidalgo County, Texas. Said 10.0-acre tract is vested to: Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 80 degrees 49 minutes 35 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-

acres lies in the existing Hidalgo County Irrigation. District No. 2 Easement, leaving a proposed net taking of 3.116-acres of land, more or less.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

SIGNATURE:

DATE:

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Stewart Title Guaranty Company ("Title Insurer")
Edwards Abstract and Title Co. ("The Company")
RE: County of Hidalgo to Hidalgo County Drainage District No. 1
GF (File) Number: 798592

Land: TRACT I:

Being a 1.321-acre tract of land out of a 10.0-acre tract being the East 1/2 of the East 1/2 of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0 acre tract of land is vested to: Ludivina C. Gonzalez and husband, Jose Ramon Gonzalez from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003 by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.136-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT II:

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 18.21-acre tract of land is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1182770, Official Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-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 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the East line of said Lot 6, a distance of 174.44 feet to the POINT OF BEGINNING, containing 2.643-acres, of which 0.37-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.273-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT III:

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0 acres of the North 1/2 of the East 20.0 acres, and Tract II: 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North 1/2 of the East 20.0-acres, both out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales, from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales by virtue of a Warranty Deed with Vendor's Lien, dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. SAVE AND EXCEPT: a tract of land containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North 1/2 of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northeast corner of Lot 6, THENCE, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the existing West right-of-way line of Alamo Road (F.M. 907), for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the existing West right-of-way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0 acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0 acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the POINT OF BEGINNING, containing 2.483-acres, of which 0.348-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.135-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT IV:

Being 5.065-acre tract of land out of a 10.0-acre tract being the North 1/2 of the North 1/2 of Lot Five (5), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2, a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northwest corner of said Lot 5; THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the existing East right-of-way line of Alamo Road (F.M. 907), for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

THENCE, North 82 degrees 30 minutes 58 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the existing East right-of-way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the existing East right-of-way line of said Alamo Road (907), a distance of 174.85 feet to the POINT OF BEGINNING, containing 5.065-acres, of which 0.812-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 4.253-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT V:

A 3.947-acre tract of land out of a 27.5-acre tract out of the West 1/2, and the West 1/2 of the East 1/2 of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron, Independent Executor of the Estate of Iris V.O. Cron, Deceased, and Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 886, Official Records of Hidalgo County, Texas. LESS AND EXCEPT: 2 1/2 acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-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 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the POINT OF BEGINNING, containing 3.947-acres, of which 0.59-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.357-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT VI:

Being a 1.32-acre tract of land out of the East 10-acres of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.32-acres, of which 0.236-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.084-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT VII:

Being a 0.008-acre tract of land out of Lot Thirteen (13), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 13, 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 13, a distance of 25.00 feet to a No. 4 rebar set at the proposed North right-of-way line of said L. J. Drainage Lateral for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres of which 0.008-acres lies in the existing swale easement.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT VIII:

Being a 0.012-acre tract of land out of Lot Twelve (12), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.012-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

THENCE, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at 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 the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT IX:

Being a 0.12-acre tract of land out of Lot Eleven (11), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 11, a distance of 25.00 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 this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land;

THENCE, South 36 degrees 23 minutes 56 seconds East, with the East line of said Lot 11, a distance of 35.31 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT X:

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot One (1), Block Fifty (50), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife, Annie Obst, by virtue of Warranty Deeds dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503, Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acres tract, a distance of a 100.00 feet to a No. 4 rebar set at 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 right-of-way line, a distance of 660.00 feet to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a proposed net taking of 0.708-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct..

TRACT XI:

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife, Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien

recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-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 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 82 degrees 13 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 14 minutes 23 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the POINT OF BEGINNING, containing 3.978-acres, of which 0.603-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the existing Tennessee Gas Transmission Right-of-Way Easement, leaving a proposed net taking of 2.944-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

TRACT XII:

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot Seven (7), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 10.0-acre tract is vested to: Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 80 degrees 49 minutes 35 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.116-acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature:

Hidalgo County Drainage District No. 1

BOUNDARY PROTECTION ELECTION

We are informed that we may secure insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements (unless the title company adds an exception to a specific item) provided that we: (1) provide a satisfactory existing survey; and, (2) pay an additional **5 % of the Basic Rate for the Residential Owner Policy.**

If we purchase this insurance, the title insurer also must hire an attorney if we are sued over these matters existing at the Date of our Policy.

If we do not purchase this insurance, we must hire our own attorney and surveyor if necessary, and we will not be protected under our Residential Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.

_____ Yes. We want to be protected and we elect to buy this additional insurance coverage.

_____ No. We do not want to be protected, and we will not have any protection, including attorney's fees or survey costs in a future controversy. We acknowledge that our policy will except to "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."

Hidalgo County Drainage District No. 1

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: March 17, 2015

SELLER:

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

BUYER:

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

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

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: March 17, 2015

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.

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: March 17, 2015

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 1.321-acre tract of land out of a 10.0-acre tract being the East 1/2 of the East 1/2 of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 10.0 acre tract of land is vested to: Ludivina C. Gonzalez and husband, Jose Ramon Gonzalez from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003 by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.321-acres, of which 0.185-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.136-acres of land, more or less.

TRACT II:

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 18.21-acre tract of land is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 1182770, Official Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-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 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the East line of said Lot 6, a distance of 174.44 feet to the POINT OF BEGINNING, containing 2.643-acres, of which 0.37-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.273-acres of land, more or less.

TRACT III:

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0 acres of the North 1/2 of the East 20.0 acres, and Tract 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North 1/2 of the East 20.0-acres, both out of Lot Six (6), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales, from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales by virtue of a Warranty Deed with Vendor's Lien, dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. SAVE AND EXCEPT: a tract of land containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North 1/2 of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northeast corner of Lot 6, THENCE, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the existing West right-of-way line of Alamo Road (F.M. 907), for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the existing West right-of-way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, fur the Southeast corner of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0 acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0 acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the POINT OF BEGINNING, containing 2.483-acres, of which 0.348-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 2.135-acres of land, more or less.

TRACT IV:

Being 5.065-acre tract of land out of a 10.0-acre tract being the North 1/2 of the North 1/2 of Lot Five (5), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, Said 10.0-acre tract of land is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2, a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a cotton picker spindle set at the Northwest corner of said Lot 5; THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the existing East right-of-way line of Alamo Road (F.M. 907), for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the proposed South right-of-way line of L. J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

THENCE, North 82 degrees 30 minutes 58 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the existing East right-of-way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the existing East right-of-way line of said Alamo Road (907), a distance of 174.85 feet to the POINT OF BEGINNING, containing 5.065-acres, of which 0.812-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 4.253-acres of land, more or less.

TRACT V:

A 3.947-acre tract of land out of a 27.5-acre tract out of the West 1/2, and the West 1/2 of the East 1/2 of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 27.5-acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron, Independent Executor of the Estate of Iris V.O. Cron, Deceased, and Cron Citrus Acres, by virtue of a Warranty Deed dated May 13, 1987, recorded in 2447, Page 886, Official Records of Hidalgo County, Texas. LESS AND EXCEPT: 2 1/2 acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.947-acre tract of land being more particularly described by metes and bounds as follows

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 8, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 8, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 27.5-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 27.5-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 22 minutes 07 seconds West, continuing with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 173.21 feet to the POINT OF BEGINNING, containing 3.947-acres, of which 0.59-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.357-acres of land, more or less.

TRACT VI:

Being a 1.32-acre tract of land out of the East 10-acres of Lot Eight (8), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas. as per map or plat thereof recorded in Volume 1, Pages 2426, Map Records, Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Texas Slate Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the proposed South right-of-way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the POINT OF BEGINNING, containing 1.32-acres, of which 0.236-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 1.084-acres of land, more or less.

TRACT VII:

Being a 0.008-acre tract of land out of Lot Thirteen (13), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez, Sr.. from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 13, 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 13, a distance of 25.00 feet to a No. 4 rebar set at the proposed North right-of-way line of said L. J. Drainage Lateral for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

THENCE, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the POINT OF BEGINNING, containing 0.008-acres of which 0.008-acres lies in the existing swale easement.

TRACT VIII:

Being a 0.012-acre tract of land out of Lot Twelve (12), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez, Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.012-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

THENCE, North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at 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 the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

TRACT IX:

Being a 0.12-acre tract of land out of Lot Eleven (11), SITIO OWASSA SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 11, a distance of 25.00 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 this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the proposed North right-of-way line of said L. J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land:

THENCE, South 36 degrees 23 minutes 56 seconds East, with the East line of said Lot 11, a distance of 35.31 feet to the POINT OF BEGINNING, containing 0.12-of an acre, of which 0.12-acres lies in the existing swale easement.

TRACT X:

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot One (1), Block Fifty (50), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife, Annie Obst, by virtue of Warranty Deeds dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503. Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acres tract, a distance of a 100.00 feet to a No. 4 rebar set at 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 right-of-way line, a distance of 660.00 feet to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 1, a distance of 100.00 feet to the POINT OF BEGINNING, containing 1.515-acres, of which 0.807-acres lies in the existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a proposed net taking of 0.708-acres of land, more or less.

TRACT XI:

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot Seven (7), Block Forty-eight (48), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-25, Map Records, Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife, Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-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 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 81 degrees 26 minutes 51 seconds West, with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 82 degrees 13 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 14 minutes 23 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the POINT OF BEGINNING, containing 3.978-acres, of which 0.603-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the existing Tennessee Gas Transmission Right-of-Way Easement, leaving a proposed net taking of 2.944-acres of land, more or less.

TRACT XII:

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot Seven (7), Block Forty-nine (49), ALAMO LAND AND SUGAR COMPANY'S, Hidalgo County, Texas, as per map or plat thereof recorded in Volume I, Pages 24-25, Map Records, Hidalgo County, Texas. Said 10.0-acre tract is vested to: Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the POINT OF BEGINNING of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

THENCE, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the proposed South right-of-way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

THENCE, North 80 degrees 49 minutes 35 seconds West, with the proposed South right-of-way line of said L. J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

THENCE, North 81 degrees 25 minutes 01 seconds West, continuing with the proposed South right-of-way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the POINT OF BEGINNING, containing 3.804-acres, of which 0.688-acres lies in the existing Hidalgo County Irrigation District No. 2 Easement, leaving a proposed net taking of 3.116-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, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2015, by Ramon Garcia, County Judge, of Hidalgo County, Texas, a governmental agency, on behalf of said governmental agency.

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:

- a) Mineral and/or royalty grant and/or reservation in instrument dated October 20, 2003, recorded under Clerk's File No. 1259746, Official Records, and dated November 5, 2009, recorded under Clerk's File No. 2060486, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- b) Oil, Gas and Mineral Lease(s) dated December 13, 1934, recorded in Volume 20, Page 349, dated January 25, 1934, recorded in Volume 28, Page I 89, dated January 3, 1964, recorded in Volume 284, Page 480, dated September 8, 1976, recorded in Volume 362, Page 589, dated September 7, 1976, recorded in Volume 362, Page 680, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- c) Oil, Gas and Mineral Lease(s) and dated January 29, 1982, recorded in Volume 411, Page 451, Oil and Gas Records, and extended in instrument dated January 29, 1982, recorded in Volume 2083, Page 468, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- d) Oil, Gas and Mineral Lease(s) dated June 15, 1998, recorded under Clerk's File No. 715251, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- e) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- f) Subject to any portion of the land described herein lying within canal right of way.
- g) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- h) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- i) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted. I)

As to Tract II:

- j) Mineral and/or royalty grant and/or reservation in instrument dated June 24, 1938, recorded in Volume 443, Page 454, Deed Records, and dated November 8, 2010,

recorded under Clerk's File No. 2161192, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

- k) Oil, Gas and Mineral Lease(s) dated September 26, 1952, recorded in Volume 133, Page 432, dated December 27, 1963, recorded in Volume 284, Page 611, and dated September 7, 1976, recorded in Volume 362, Page 680, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- l) Oil, Gas and Mineral Lease(s) dated September 3, 1998, recorded under Clerk's File No. 730095, Official Records, and extended in instrument dated August 10, 2001, recorded under Clerk's File No. 999905, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- m) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- n) Subject to any portion of the land described herein lying within canal right of way.
- o) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- p) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- q) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tract III:

- r) Mineral and/or royalty grant and/or reservation in instrument dated January 13, 2010, recorded under Clerk's File No. 2085304, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- s) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, dated December 27, 1963, recorded in Volume 284, Page 619, Oil and Gas Records, and dated September 7, 1976, recorded in Volume 362, Page 680, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- t) Oil, Gas and Mineral Lease(s) dated June 30, 1999, recorded under Clerk's File No. 801492, Official Records, and extended in instrument dated May 15, 2002, recorded

under Clerk's File No. 1084554, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

- u) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- v) Subject to any portion of the land described herein lying within canal right of way.
- w) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- x) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

As to Tract IV:

- y) Mineral and/or royalty grant and/or reservation in instrument dated February 10, 1954, recorded in Volume 793, Page 93, Deed Records, and dated July 19, 2010, recorded under Clerk's File No. 2135043, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- z) Oil, Gas and Mineral Lease(s) dated January 16, 1964, recorded in Volume 283, Page 562, Oil and Gas Records; and amended in instrument dated July 23, 1965, recorded in Volume 300, Page 594, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- aa) Oil, Gas and Mineral Lease(s) dated October 22, 1999, recorded under Clerk's File No. 835963, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- bb) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- cc) Subject to any portion of the land described herein lying within canal right of way.
- dd) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- ee) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

As to Tract V:

- ff) Mineral and/or royalty grant and/or reservation in instrument dated July 19, 2010, recorded under Clerk's File No. 2135005, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- gg) Oil, Gas and Mineral Lease(s) dated January 21, 1935, recorded in Volume "R", Page 327 and dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- hh) Oil, Gas and Mineral Lease(s) dated October 22, 1999, recorded under Clerk's File No. 826603, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- ii) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- jj) Subject to any portion of the land described herein lying within canal right of way.
- kk) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- ll) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- mm) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tract VI:

- nn) Mineral and/or royalty grant and/or reservation in instrument(s) dated August 23, 1974, recorded in Volume 1420, Page 517, Deed Records, and dated March 4, 2011, recorded under Clerk's File No. 2198642, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- oo) Oil, Gas and Mineral Lease(s) dated February 15, 2000, recorded under Clerk's File No. 880770, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- pp) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto,

appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

- qq) Subject to any portion of the land described herein lying within canal right of way.
- rr) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- ss) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- tt) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tracts VII and VIII:

- uu) Mineral and/or royalty grant and/or reservation in instrument dated November 6, 1951, recorded in Volume 732, Page 379, Deed Records, and dated December 30, 2005, recorded under Clerk's File No. 1564106, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- vv) Oil, Gas and Mineral Lease(s) dated February 4, 2000, recorded under Clerk's File Nos. 850167 and 854922 and dated February 7, 2000, recorded under Clerk's File No. 850164, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- ww) Reservation of water rights and/or other rights if any, as set forth in Deed dated December 30, 2005, recorded under Clerk's File No. 1564106, Official Records, Hidalgo County, Texas. Title to the herein described water rights interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- xx) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- yy) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- zz) All rights, title, and interest in, and to the canal right-of-way on said property owned or claimed by Hidalgo County Irrigation District No. 2.
- aaa) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- bbb) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tract IX:

- ccc) Mineral and/or royalty grant and/or reservation in instrument(s) dated November 6, 1951, recorded in Volume 732, Page 379, Deed Records, and dated November 23, 2005, recorded under Clerk's File No. 1549281, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- ddd) Oil, Gas and Mineral Lease(s) dated February 4, 2000, recorded under Clerk's File Nos. 850167 and 854922 and dated February 7, 2000, recorded under Clerk's File No. 850164, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- eee) Reservation of water rights and/or other rights if any, as set forth in Deed dated November 23, 2005, recorded under Clerk's File No. 1549281, Official Records, Hidalgo County, Texas. Title to the herein described water rights interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- fff) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- ggg) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- hhh) All rights, title, and interest in, and to the canal right-of-way on said property owned or claimed by Hidalgo County Irrigation District No. 2.
- iii) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- jjj) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tract X:

- kkk) Mineral and/or royalty grant and/or reservation in instrument(s) dated October 27, 2009, recorded under Clerk's File No. 2055533, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- lll) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, and dated April 16, 1951, recorded in Volume 114, Page 127, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

- mmm) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- nnn) Easement and/or other rights, if any, as set forth in untitled instrument dated June 14, 1956, recorded in Volume 866, Page 284, Deed Records, Hidalgo County, Texas.
- ooo) Subject to any portion of the land described herein lying within canal right of way.
- ppp) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- qqq) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- rrr) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tract XI:

- sss) Mineral and/or royalty grant and/or reservation in instrument dated March 15, 2010, recorded under Clerk's File No, 2097855, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- ttt) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, dated May 4, 1935, recorded in Volume 20, Page 151; dated January 25, 1964, recorded in Volume 284, Page 532; dated September 7, 1976, recorded in Volume 362, Page 680; dated September 7, 1976, recorded in Volume 362, Page 701; and dated February 14, 1983, recorded in Volume 428, Page 67, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- uuu) Oil, Gas and Mineral Lease(s) dated August 26, 1998, recorded under Clerk's File No. 722893, Official Records, and extended in instrument dated July 19, 2001, recorded under Clerk's File No. 991576, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- vvv) Memorandum of Oil and Gas Lease dated March 4, 1999, recorded under Clerk's File No. 773520, Official Records, and corrected under Clerk's File No. 819759, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

- www) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule Bar not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- xxx) Easement and/or other rights, if any, as set forth in untitled instrument dated April 10, 1950, recorded in Volume 688, Page 332, Deed Records, and amended under Clerk's File No. 885739, Official Records, Hidalgo County, Texas.
- yyy) Easement and/or other rights, if any, as set forth in untitled instrument dated January 24, 1985, recorded in Volume 2285, Page 875, Official Records, Hidalgo County, Texas.
- zzz) Subject to any portion of the land described herein lying within canal right of way.
- aaaa) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- bbbb) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

As to Tract XII:

- cccc) Mineral and/or royalty grant and/or reservation in instrument(s) dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records, and dated August 18, 2010, recorded under Clerk's File No. 2131623, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- dddd) Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
- eeee) AU leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- ffff) Subject to any portion of the land described herein lying within canal right of way.
- gggg) Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
- hhhh) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

- iii) Lack of right of access to and from the land. Insuring provision number 4 is hereby deleted.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT NUMBER ONE TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO
COUNTY**

This **AMENDMENT** to INTERLOCAL AGREEMENT is made this 17th day of March, 2105 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** ("District") and **HIDALGO COUNTY, TEXAS** ("County").

WHEREAS, District and County entered into that certain Interlocal Agreement dated December 15, 2014 (the "Interlocal") by and between District and County to transfer thirteen (13) tracts of real property to District;

WHEREAS, County and District subsequently agreed to eliminate from the transfer the only easement tract from the transfer leaving twelve (12) fee simple tracts to transfer to the District;

WHEREAS, the County obtained a revised appraisal appraising the twelve (12) fee simple tracts at \$1,326,948.00; and

WHEREAS, County and District desire to amend the Interlocal to reflect the transfer is only a transfer of the fee simple tracts to the District.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following amendment to the Agreement:

1. The easement tract described in Exhibit A shall be deleted from Exhibit A.
2. The dollar amount in the seventh **WHEREAS** clause and in numbered paragraph 4 of the Interlocal shall be deleted and the dollar figure of \$1,326,948.00 shall be substituted in lieu thereof;
3. The date of December 31, 2014 shall be deleted in numbered paragraph 3 and the date of April 1, 2015 shall be substituted in lieu thereof.
4. Except as modified herein, all terms and conditions of the

Agreement, as amended, remain in full force and effect and District and County ratify and confirm the terms and provisions of the Agreement as amended.

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

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

By: _____
Ramon Garcia, Chair, Board of Directors

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

APPROVED BY COMMISSIONERS COURT: _____

AI -48919

6.

DRAINAGE DISTRICT

Meeting Date: 03/17/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series

Request approval to issue manual payment after review and audit procedures are completed on the following items:

Application for Payment No. 2-in the amount of \$25,115.40 from Texas Cordia Construction, LLC related to Construction contract no. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain. PO#625452.

BACKGROUND

Fiscal Impact

Attachments

TxCordia Pmt#2-Alamo Exp Drain

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2015 05:01 PM
Final Approval	Monica Badillo	03/13/2015 05:20 PM
Form Started By: Claudette Guerrero		Started On: 03/13/2015 11:23 AM
Final Approval Date: 03/13/2015		

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Hidalgo County Drainage District No. 1
 902 N. Doolittle Rd
 Edinburg TX 78542



PROJECT: PCT. 2 Alamo Expressway Drain
 HCDD1-14-008-07-08

FROM CONTRACTOR: Texas Cordia Construction, LLC
 3149-A Center Point Dr
 Edinburg TX 78539

ENGINEER: Dos Logistics, Inc.
 1002 E. Expressway 83
 Weslaco, TX 78596

CONTRACT FOR: PCT. 2 Alamo Expressway Drain *Rosa Arce*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----- \$ 920,573.00
 2. Net change by Change Orders----- \$
 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 920,573.00
 4. TOTAL COMPLETED & STORED TO DATE-\$
 A. MATERIALS ON HAND 127,906.00
 (Column G on Continuation Sheet)

5. RETAINAGE:
 a. 10.0% of Completed Work \$
 (Column O on Continuation Sheet)
 b. 10.0% of Stored Material \$ 12,790.60
 (Column O on Continuation Sheet)

Total Retainage (Line 5a + 5b or Total in Column O of Continuation Sheet-----
 6. TOTAL EARNED LESS RETAINAGE----- \$ 12,790.60
 (Line 4 less Line 5 Total) \$ 115,115.40

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)----- \$ 90,000.00

8. CURRENT PAYMENT DUE----- \$ 25,115.40
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 805,457.60

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Total approved this Month	TOTALS		
NET CHANGES by Change Order			

APPLICATION #: 2
APPLICATION DATE: 1/28/2015
PERIOD TO: 1/26/2015
PROJECT NO: 14-008-07-08
P.O. No.: 625452
CONTRACT DATE: 7/8/2014
CONTRACT DAYS: 120
CONTRACT FIRST WORK DAY: 8/27/2014
15-123-433-320-47330

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:
 By: *[Signature]* Date: 1/28/15

State of: Texas
 County of: Hidalgo
 Subscribed and sworn to before me this 28th day of Jan., 2015



Notary Public: *[Signature]*
 My Commission expires: 12/3/17
CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED----- \$ 25,115.40

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Dos Logistics, Inc.
 By: *[Signature]* Date: 2-19-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

February 19, 2015

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

FEB 25 2015

11:57 AM PM

BY: *Rosa Arce*

Mr. Jaime Salazar, Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, TX. 78542

Re: Pay Application and Certificate No. 2
Project: PCT. 2 Alamo Expressway Drain
H added-14-008-07-08
Contractor: Texas Cordia Construction, LLC

Mr. Salazar
Attached for payment is Pay Application No. 2 for the aforementioned project.
The application has been reviewed and approved by Dos Logistics Inc. for further
processing as follows:

Original Contract...\$ 920,573.00
Pay Application Amount...\$ 25,115.40

For the work period ending on February 17, 2014.
If you should have any questions or comments please feel free to contact us at
956.968.8800.

Respectfully Submitted,



Oscar Cancino, P.E.
Principal
Dos Logistics, Inc.

Attach: Application and Certificate
Continuation Sheet(s)
Revised continuation memo

MID-TEX ENTERPRISES, LLC.

dba MID-TEX
470 CR # 3823



PHONE # 830-538-9332
FAX # 830-538-9277

SAN ANTONIO, TEXAS 78253

TOLL FREE # 1-888-663-3112

INVOICE

INVOICE NO: 01-3562

PAGE: 1 OF 2

DATE: JANUARY 20, 2015

CUSTOMERS P.O.#AL2401
ORDERED BY: LYDIA RODRIGUEZ

[SOLD TO:] TEXAS CORDIA CONSTRUCTION 3149-A CENTER POINTE DRIVE EDINBURG, TX 78539	[SHIP TO:] TEXAS CORDIA CONSTRUCTION 3149-A CENTER POINTE DRIVE EDINBURG, TX 78539 TAG:PO#AL2401	[RENDER INVOICE TO:] TEXAS CORDIA CONSTRUCTION 3149-A CENTER POINTE DRIVE EDINBURG, TX 78539 TAG:PO#AL2401
---	--	--

TERMS: SEE INCLUDED MID-TEX ENTERPRISES, LLC. dba MID-TEX VALVE SALES TERMS & CONDITIONS ON PAGE

MARKED FORM MTVS#1.

SHIP VIA: BEST WAY

FREIGHT CHARGES: PREPAY AND CHARGE

FOR: FACTORY X SAN ANTONIO, TX

ITEM	QTY.	QTY.	SIZE:	DESCRIPTION:	NET EACH PRICE---EXTENSION
1	2	0	2	60 x 60 Inch Stainless Steel Slide Gate (Model SS-2511)	\$13,253.00
				Frame F Std Flangeback Stainless Steel Type 304L Gate Mounted on Grout Pad (Grout by Others)	
				Frame Seal Neoprene Cover Stainless Steel Type 304L Gate Seats UHMW Top of Wall to Invert = 27.67 Ft	
				Gate Designed for 22 ft. Seating and 22 ft. Unseating Lift & Stem based on Operating heads 22 ft.	
				Seating and 22 ft. Unseating	
				Stem Stainless Steel Type 304 Geared Lift	
				Lift mounted to Pedestal Stem Cover Clear Plastic	
				Mounting hardware Stainless Steel Type 304	
				Submittal Drawings	

\$26,506.00

FREIGHT \$1,400.00

TOTAL \$27,906.00

ORDER IS COMPLETE
MATERIAL SHIPPED: 1/20/2015
TAX EXEMPT # CERTIFICATION
THANK YOU FOR THIS ORDER

NOTE: PLEASE REMIT ALL PAYMENTS TO MID-TEX ENTERPRISES DBA MID-TEX VALVE SALES, 470 CR#3823, SAN ANTONIO, TEXAS 78253.

Lift Assembly & Brackets



Picture # 3



Picture # 4

2 - Stainless Steel Slide Gate – Side View



Picture # 1



Picture # 2



Picture # 7

Lift Mounted & Pedestal Stem



Picture # 5



Picture # 6

Stem and Water Measurement Device



ANALYSIS OF GATE SLIDE

THE SLIDE IS A STAINLESS STEEL WELDMENT CONSISTING OF A FLAT PLATE, REINFORCED WITH HORIZONTAL AND VERTICAL STIFFENERS, RIGIDLY WELDED TO PLATE, UNDER NORMAL HYDROSTATIC LOADING CONDITIONS, THE WELDMENT WILL DEVELOP BOTH SHEAR AND BENDING STRESS.

DESIGN PARAMETERS

FLUID ACTING ON GATE: WATER @ 62.4 $\frac{lb}{ft^3}$
 DESIGN HEAD TO CENTER LINE OF GATE: $H = 22$ ft
 MATERIAL: STAINLESS STEEL PER ASTM A-276
 TYPE 304L OR 316L, ANNEALED CONDITION

MATERIAL PROPERTIES:

$F_{ULT} = 75,000$ psi
 $F_y = 30,000$ psi
 $E = 27,600,000$ psi

ALLOWABLE STRESS:

A MINIMUM SAFETY FACTOR OF 4 WITH RESPECT TO TENSILE STRENGTH IS USED AND ALLOWABLE SHEAR STRENGTH DOES NOT EXCEED 0.40 F_y .

$$F^T = \frac{1}{4} \bullet F_{ULT} = \frac{1}{4} \bullet 75,000 \text{ psi} = 18,750 \text{ psi}$$

$$F^S = 0.40 \bullet F_y = 0.40 \bullet 30,000 \text{ psi} = 12,000 \text{ psi}$$

ALLOWABLE DEFLECTIONS:

GENERAL $\frac{L}{720}$
 SLIDE: SEATING SECTION: 0.030 inch

DESIGN ASSUMPTIONS

- a) SLIDE IS ASSUMED TO BE SLIGHTLY OPENED, SO SLIDE IS ONLY SUPPORTED ALONG SIDE SEATING SURFACES, WITH FULL DIFFERENTIAL HEAD ON GATE.
- b) SLIDE HEIGHT IS BROKEN DOWN INTO A SERIES OF LOAD AREAS AS SHOWN IN FIGURE 1, THE LOAD IS EQUALLY DIVIDED INTO THE LOAD AREAS WITH THE TOP LOAD AREA BEING 1/2 OF THE OTHERS, THE NEUTRAL AXIS OF EACH SUPPORT RIB IS LOCATED AT THE CENTROID OF EACH LOAD AREA, EACH SECTION IS THEN ANALYZED AS AN INDIVIDUAL BEAM WHICH TRANSMITS THE HYDROSTATIC LOAD TO SIDES
- c) EACH SECTION IS ASSUMED TO BE A SIMPLY SUPPORTED BEAM WITH UNIFORMLY DISTRIBUTED LOAD OVER LENGTH.

REACTIONS:

$$R_1 = R_2 = \frac{P}{2}$$

SHEAR:

$$V_x = \frac{P}{2} \left[\frac{L}{2} - x \right]$$

$$V_{MAX} = R_1 = R_2 = \frac{P}{2}$$

BENDING STRESS:

$$S_x = \frac{PXL}{2IZ} [L - X]$$

$$S_{MAX} = \frac{PL}{8Z} \text{ @ CENTER}$$

MAXIMUM DEFLECTION:

$$D = \frac{5PL^3}{384EI} \text{ @ CENTER}$$

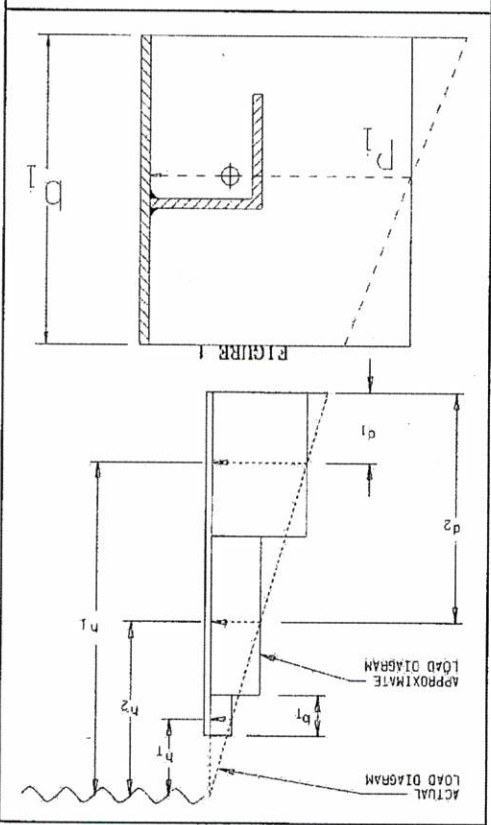


FIGURE 1

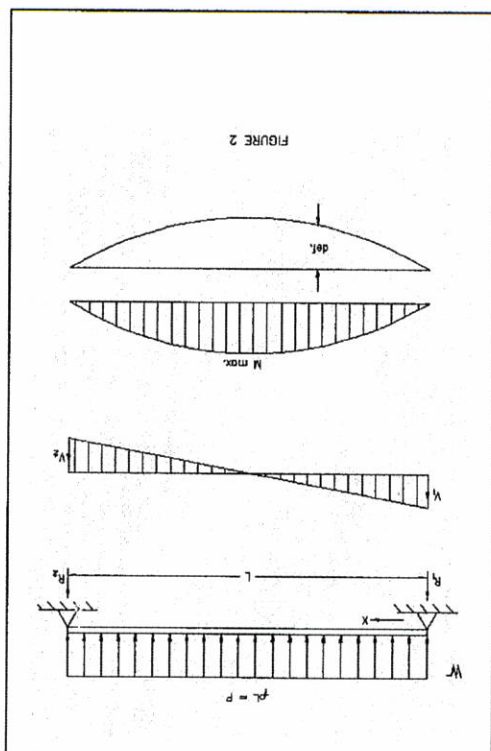


FIGURE 2

GATE CHARACTERISTICS

GATE SIZE: 60 X 60
 MODEL NO.: QSS-251-1
 DWG. RB-14-0535

DATE: 02/12/15
 BY: REM
 SHEET 2 OF 5

LOAD / SUPPORT DISTRIBUTION

THE GATE HEIGHT IS DIVIDED INTO 4 LOAD AREAS. THE LOAD OF THE TOP LOAD AREA IS REDUCED SO AS TO LIMIT DEFLECTION IN SEAT AREA. PLEASE NOTE THAT THE ADDITIONAL SMALL AREA BETWEEN NOMINAL TOP OF GATE OPENING AND SEAT SURFACE IS INCLUDED IN CALCULATION. THIS IS THE ONLY PROGRAM TO DO SO, AS ALL OTHERS USE NOMINAL GATE SIZE ONLY.

SECTIONS ARE IDENTIFIED FROM BOTTOM (INVERT) AND RESULTS ARE TABULATED IN TABLE 1.

b_1 = HEIGHT OF INDIVIDUAL LOAD AREA.
 d_1 = DISTANCE FROM INVERT TO LOAD AREA CENTER OF PRESSURE. THIS IS ALSO LOCATION OF RESULTANT LOAD AND SUPPORT NEUTRAL AXIS.
 h_1 = HEAD FROM WATER SURFACE TO CENTROID OF AREA.
 F_1 = HYDROSTATIC LOAD ON EACH AREA

$$F_1 = w A_1 h_1$$

$$w = .0361 \frac{lb}{m^3}$$

$$A_1 = A \cdot b_1$$

SECTION	b_1	d_1	h_1	F_1
	(m)	(m)	(ft)	(lbs)
1	15.82	7.88	23.84	9,806
2	16.77	24.13	22.48	9,806
3	17.93	41.50	21.04	9,806
TOP	9.48	59.75	19.89	4,903

Table 1

Item Description	Size
1. SLIDE	3/8 INCH THICK
2. STEM BRACKET	106230-41
3. TOP RIB	6 x 3 x 1/4 (107321) Angle
4. BOTTOM RIB	6 x 3 x 1/4 (107321) Angle
5. INTERMEDIATE RIB	6 x 3 x 1/4 (107321) Angle
6. VERTICAL RIB	1/4 x 5-3/4 BAR
7. SIDE SUPPORT	1/4 x 6 BAR

CHECK BENDING STRESS AND DEFLECTION AT CENTER OF PLATE

ONLY ANALYSIS FOR BOTTOM AND TOP SECTION WILL BE SHOWN HERE
 TABULATED RESULTS FOR ALL SECTIONS ARE SHOWN IN TABLE 2.

BOTTOM SECTION (NO. 1)

$L = A = 60.00 \text{ in}$
 $T = 0.38 \text{ in}$
 $b_1 = 15.82 \text{ in}$
 $b_1 \text{ EXCEEDS } e, \text{ WHERE}$
 $e = \frac{2 \cdot 95 \cdot T}{\sqrt{F_y}} = 13.01$

ELEMENT	AREA	Y	a · Y	a · Y ²	Io
0.38 x 13.01 PLATE	4.88	0.19	0.91	0.17	0.06
6 x 3 x 1/4 (107321) Angle	2.22	4.19	9.29	38.88	8.61
TOTALS:	7.10	7.10	10.21	39.05	8.67

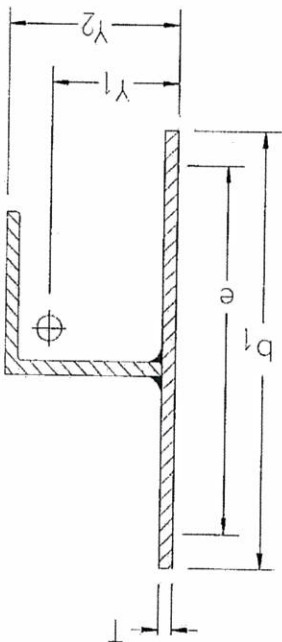
$\bar{Y} = \frac{\sum a \cdot Y}{\sum a} = \frac{10.21 \text{ in}^3}{7.10 \text{ in}^2} = 1.44 \text{ in}$

$I_{NA} = \sum Io + \sum a \cdot Y^2 - \sum a \cdot \bar{Y}^2 = 8.67 \text{ in}^4 + 39.05 \text{ in}^4 - 7.10 \text{ in}^2 \cdot (1.44 \text{ in})^2 = 33.05 \text{ in}^4$

$Z = \frac{I_{NA}}{Y^2 - Y} = \frac{33.05 \text{ in}^4}{6.38 \text{ in} - 1.44 \text{ in}} = 6.69 \text{ in}^3$

MAX STRESS: $S_{MAX} = \frac{PL}{8Z} = \frac{9806 \text{ lbs} \cdot 60.00 \text{ in}}{8 \cdot 6.69 \text{ in}^3} = 10,988 \text{ psi} < F_T = 18,750 \text{ psi}$

MAX DEFLECTION: $D_{MAX} = \frac{5PL^3}{384EI} = \frac{5 \cdot 9806 \text{ lbs} \cdot (60.00 \text{ in})^3}{384 \cdot 27,600,000 \text{ psi} \cdot 33.05 \text{ in}^4} = 0.030 \text{ in} < 1/720 = 0.083 \text{ in}$



TOP SECTION (NO. 4)

$L = A = 60.00 \text{ in}$
 $T = 0.38 \text{ in}$
 $b_2 = 9.48 \text{ in}$
 $e = \frac{2 \cdot 95 \cdot T}{\sqrt{F_y}} = 13.01$

ELEMENT	AREA	Y	a · Y	a · Y ²	Io
0.38 x 9.48 PLATE	3.56	0.19	0.67	0.12	0.04
6 x 3 x 1/4 (107321) Angle	2.22	4.19	9.29	38.88	8.61
TOTALS:	5.78	5.78	9.96	39.01	8.65

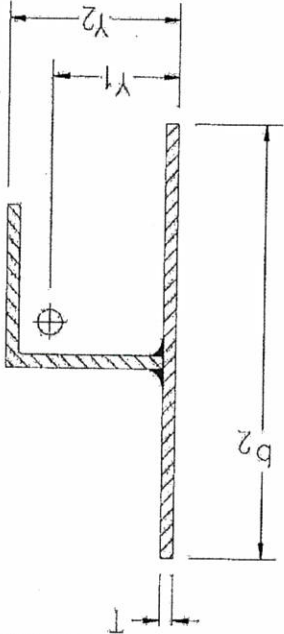
$\bar{Y} = \frac{\sum a \cdot Y}{\sum a} = \frac{9.96 \text{ in}^3}{5.78 \text{ in}^2} = 1.72 \text{ in}$

$I_{NA} = \sum Io + \sum a \cdot Y^2 - \sum a \cdot \bar{Y}^2 = 8.65 \text{ in}^4 + 39.01 \text{ in}^4 - 5.78 \text{ in}^2 \cdot (1.72 \text{ in})^2 = 30.49 \text{ in}^4$

$Z = \frac{I_{NA}}{Y^2 - Y} = \frac{30.49 \text{ in}^4}{6.38 \text{ in} - 1.72 \text{ in}} = 6.56 \text{ in}^3$

MAX STRESS: $S_{MAX} = \frac{PL}{8Z} = \frac{4903 \text{ lbs} \cdot 60.00 \text{ in}}{8 \cdot 6.56 \text{ in}^3} = 5,609 \text{ psi} < F_T = 18,750 \text{ psi}$

MAX DEFLECTION: $D_{MAX} = \frac{5PL^3}{384EI} = \frac{5 \cdot 4903 \text{ lbs} \cdot (60.00 \text{ in})^3}{384 \cdot 27,600,000 \text{ psi} \cdot 30.49 \text{ in}^4} = 0.016 \text{ in} < 0.030 \text{ in}$



BENDING STRESS & DEFLECTION

Section	I_x (in ⁴)	Z_x (in ³)	S_{MAX} (psi)	D_{MAX} (in)
1	33.05	6.69	10988	0.030
2	33.05	6.69	10988	0.030
3	33.05	6.69	10988	0.030
TOP	30.49	6.56	5609	0.016

Table 2
 CHECK BENDING STRESS AT EDGE OF VERTICAL STIFFENER
 BOTTOM SECTION

$$Z_x = \frac{1}{6} \cdot b_1 \cdot T^2 = \frac{1}{6} \cdot 15.82 \text{ in} \cdot (0.38 \text{ in})^2 = 0.371 \text{ in}^3$$

$$I_x = \frac{1}{12} \cdot b_1 \cdot T^3 = \frac{1}{12} \cdot 15.82 \text{ in} \cdot (0.38 \text{ in})^3 = 0.070 \text{ in}^4$$

$$S_{X1} = \frac{I_x \cdot X}{L - X} = \frac{9.806 \text{ lbs} \cdot 0.50 \text{ in}}{2 \cdot 60.00 \text{ in} \cdot 0.371 \text{ in}^3} \cdot (60.00 \text{ in} - 0.50 \text{ in})$$

$$S_{X1} = 6.557 \text{ psi} < F_{T1} = 18,750 \text{ psi}$$

CHECK SHEAR AT EDGE (SUPPORT)
 BOTTOM SECTION

$$F_{VS1} = \frac{V_1}{I_x} = \frac{A_s \cdot T}{b_1 \cdot T} = \frac{0.50 \cdot 9,806 \text{ lbs}}{15.82 \text{ in} \cdot 0.38 \text{ in}} = 826 \text{ psi} < F_{VS} = 12,000 \text{ psi}$$

WELD STRENGTH

BOTTOM SECTION

CHECK TO INSURE WELDS AT RIB / PLATE INTERFACE ARE ADEQUATE SIZE AND OF SUFFICIENT LENGTH SO THAT THE PLATE ACTS IN CONJUNCTION WITH THE BEAM.

$$Y_3 = Y - T = 1.44 \text{ in} - 0.38 \text{ in} = 1.06 \text{ in}$$

$$q = \frac{I_{NA}}{V \cdot X} \cdot \bar{Q}$$

$$\bar{Q}^{(PLATE)} = e \cdot T \cdot \left(Y_3 + \frac{T}{2} \right) = 13.01 \cdot 0.38 \text{ in} \cdot (1.06 \text{ in} + 0.188 \text{ in}) = 6.10 \text{ in}^3$$

FROM FIGURE 2, SHEAR VARIES FROM MAXIMUM AT END TO ZERO AT CENTER. @ X = 1/2

$$V_{END} = \frac{P}{L} \cdot X = \frac{9806 \text{ lbs}}{60.00 \text{ in}} \cdot \left(30.0 \text{ in} - \frac{1}{2} \right) = 4821 \text{ lbs}$$

$$q_{END} = \frac{V_{END}}{I_{NA}} \cdot \bar{Q}^{(PLATE)} = \frac{4821 \text{ lbs} \cdot 6.10 \text{ in}^3}{33.05 \text{ in}^4} = 890 \text{ lb/in}$$

WELDS USED ARE 1/4 FILLET WELDS. THE ENDS OF THE HORIZONTAL RIBS ARE WELDED TO VERTICAL STIFFENER ALONG SIDE & TOP OF HORIZONTAL STIFFENER LEG, AND TO PLATE FOR 2.00 in ON EACH LEG. ACROSS REMAINDER OF PLATE, A STAGGERED WELD PATTERN OF 1.50 in LONG WELDS, SPACED 9.00 in CENTER TO CENTER IS USED. ASSUME ALLOWABLE SHEAR STRESS OF WELD TO BE SAME AS THAT OF PLATE MATERIAL. $F_S = 12,000 \text{ psi}$

IN THE FIRST 7.50 in OF HORIZONTAL RIB THERE ARE 4.00 OF WELD SECURING THE RIB TO THE PLATE

$$F_{WE} = F_S \cdot A_w = 12,000 \text{ psi} \cdot (7.07 \cdot 0.250 \text{ in} \cdot 4.00 \text{ in}) = 8484 \text{ lbs} > Q_{END} = 7.50 \text{ in} \cdot 890 \text{ lbs} \cdot 7.50 \text{ in} = 6673 \text{ lbs}$$

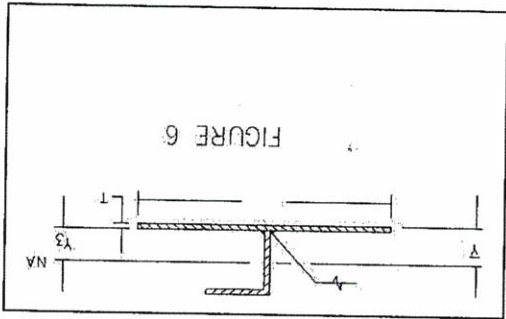


FIGURE 6

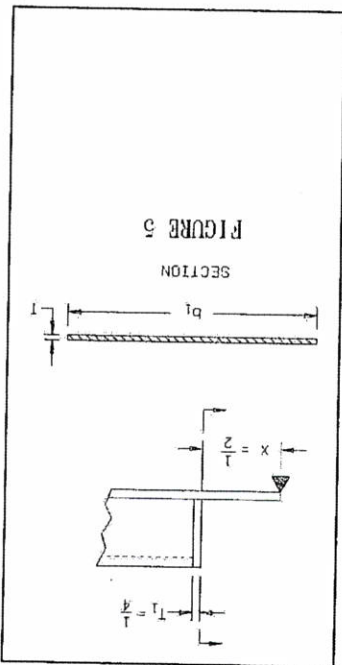


FIGURE 5

SECTION

WELD STRENGTH (CONT)

AT NEXT 9.00 in SECTION, BEGINNING AT X = 7.50 in, THERE ARE 3.00 OF WELD HOLDING RIB TO PLATE.

$$V_{7.5} = \frac{P}{L} \cdot \left(\frac{L}{2} - X \right) = \frac{9806 \text{ lbs}}{60.00 \text{ in}} \cdot \left(30.0 \text{ in} - 7\frac{1}{2} \right) = 3677 \text{ lbs}$$

$$V_{7.5} \cdot Q_{PLATE} = \frac{I_{NA}}{I_{RIB}} \cdot q_{7.5} = \frac{3677 \text{ lbs} \cdot 6.10 \text{ in}^3}{33.05 \text{ in}^4} = 679 \text{ lb/in}$$

$$F_{W7.5} = F_s \cdot A_w = 12,000 \text{ psi} \cdot (.707 \cdot 0.250 \text{ in} \cdot 3.00 \text{ in})$$

$$F_{W7.5} = 6363 \text{ lbs} > Q_{7.5} \cdot 9.00 \text{ in} = 679 \text{ lbs} \cdot 9.00 \text{ in} = 6108 \text{ lbs}$$

SINCE SHEAR STRESS WILL CONTINUE TO DECREASE WHILE LENGTH OF WELD PER LENGTH OF SECTION REMAINS CONSTANT, FURTHER SECTIONS NEED NOT BE CHECKED. WELDS ARE ADEQUATE TO RIGIDLY SECURE HORIZONTAL RIBS TO PLATE.

PLATE STRESS ANALYSIS

THE PLATE SPANS THE DISTANCE BETWEEN SUPPORT RIBS, TRANSMITTING FORCE TO THEM. THE CENTER SECTION CAN BE CONSIDERED A SEMI-RIGID PLATE SUPPORTED ON ALL FOUR SIDES, WHILE TOP AND LOWERMOST SECTIONS ARE SUPPORTED ON THREE SIDES.

THE STRESS COEFFICIENT, k , VARIES AS A FUNCTION OF THE RATIO A_{21}/r_1 . HOWEVER, TO EASE CALCULATIONS WE CONSERVATIVELY SET k FOR BOTH CASES AS FOLLOWS:

$$k = .38 \text{ WHERE } A_{21} \leq 1.2 \cdot r_1$$

$$k = .62 \text{ WHERE } A_{21} > 1.2 \cdot r_1$$

$$S_{MAX} = \frac{k \cdot p \cdot r_1^2}{J^2} = \frac{.433 \cdot k \cdot h_1 \cdot r_1^2}{J^2}$$

$$p = \frac{.433 \text{ psi}}{r_1} \cdot f_{head}$$

h_1 = HEAD TO CENTER OF PLATE
 T = PLATE THICKNESS

TABLE 3 - PLATE STRESS
 TABULATION OF RESULTS

Section	k	r	h	S _{MAX} (psi)
0-1	0.62	7.88	24.17	2865
1-2	0.62	16.25	23.17	11678
2-3	0.62	17.37	21.77	12537
3-4	0.62	18.25	20.28	12895
4-TOP	0.62	4.75	* 0	0

* ZERO DIFFERENTIAL HEAD AS WATER IS ON BOTH SIDES OF THIS PORTION OF GATE.

SLIDE WEIGHT

ITEM	DESCRIPTION	QTY	UNIT WEIGHT	WEIGHT (lbs)
1. SLIDE	3/8 INCH THICK	1	0.1088 lb/in ²	443
2. STEM BRACKET	106230-41	2	0.5438 lb/in	7
3. TOP RIB	6 x 3 x 1/4 (107321) Angle	1	0.6438 lb/in	38
4. BOTTOM RIB	6 x 3 x 1/4 (107321) Angle	1	0.6438 lb/in	38
5. INTERMEDIATE RIB	6 x 3 x 1/4 (107321) Angle	2	0.6438 lb/in	76
6. VERTICAL RIB	1/4 x 5-3/4 BAR	1	0.3987 lb/in	25
7. SIDE SUPPORT	1/4 x 6 BAR	2	0.4350 lb/in	28
Misc. 5%			0.0000 lb/in	33
TOTAL				687

LIFT & STEM CALCULATIONS

CONTRACTOR'S NAME: MID TEX
 JOB SITE: HIDALGO COUNTY TX
 QUOTE #: W014-D-23870
 JOB #: W023870
 ITEM #: 1
 DATE: 2/10/2015
 BY: CI

GATE IDENTIFICATION: RB-14-0535

GATE DESCRIPTION: 60 X 60 SS-251-1; GATE WEIGHT: 650 LBS (APPROX)

MAXIMUM OPERATING HEADS: SEATING = 22 FT; UNSEATING = 22 FT

SOURCE OF OPERATING HEADS: GATE CAPACITY

STEM DIAMETER: 2.000 IN; APPROX. STEM LENGTH: 312.00 IN; STEM WEIGHT: 278 LBS

LIFTING FORCE CALCULATIONS & OPERATING SPECIFICATIONS

$$\text{REQUIRED OPERATING FORCE: } F_o = W \cdot A \cdot H \cdot f_o + (40 \frac{\text{lbs}}{\text{in}} \cdot GH) + W_g + W_s$$

$$F_o = 62.4 \frac{\text{lbs}}{\text{ft}^3} \cdot 25.00 \text{ ft}^2 \cdot 22.00 \text{ ft} \cdot 0.15 + (40 \cdot 60.00) + 650 \text{ LBS} + 278 \text{ LBS} = 8176 \text{ LBS}$$

LIFT USED: 3R5-4:1 WITH A 15 INCH HANDCRANK

RATED LIFT CAPACITY: 10,965 LBS AT 40 POUNDS PULL

STEM CAPACITY CALCULATIONS

$$\text{CALCULATED FROM EULERS EQUATION, } P_c = \frac{2\pi^2 EA}{(L/r)^2}$$

SOLID PORTION:

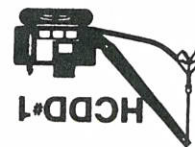
DIA. = 2.000 in; AREA = 3.14 in²; LG = 100.00; L/r = 200; Pc = 44959 lbs (MAX SPACING)

THREADED PORTION:

DIA. = 1.820 in; AREA = 2.60 in²; LG = 91.00; L/r = 200; Pc = 37231 lbs (MAX SPACING)

$$\text{SAFETY FACTOR: } Sf = \frac{P_{cMIN}}{37231 \text{ LBS}} = \frac{10965 \text{ LBS}}{37231 \text{ LBS}} = 3.40$$

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE



GODFREY GARZA, JR., C.F.M.
DISTRICT MANAGER

March 5, 2015

Lora Briones
Financial Officer
Re: Invoice

1.) Texas Cordia Construction, LLC/Invoice# Application #2 / 01-28-2015 / \$25,115.40

The above referenced invoice has already been reviewed and certified by Dos Logistics, Inc. The invoice is not for final payment, therefore it does not require my approval. If you should have any questions, please feel free to contact me.

Thank you,

J. Noe Saldívar, P.E.
Hydraulic Engineer

Date: 02/06/15 Time: 9:00 AM
Cc: Raul E. Sesin, PE, CFM

JS
3/4/2015

TEDSI INFRASTRUCTURE	PCT. 1 2012 BOND REF. W/A #8 GENERAL ENGINEERING MANGT. FOR LRGRWMP	20152222	02/18/15	\$1,670.08	R. ARCE	02/24/15	PO #623578 ATTACHED
TEXAS CORDIA CONST.	PCT. 2 ALAMO EXPRESSWAY DRAIN CONSTRUCTION CONTRACT NO. HCDD1-14- 008-07-08	APPLICATION #2	01/28/15	\$25,115.40	R. ARCE	02/25/15	PO #625452 ATTACHED <i>ARJ</i> <i>03/06/15</i>

AI -48896

7.

DRAINAGE DISTRICT

Meeting Date: 03/17/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to advertise for the following:

1.) RFQ No. HCDD1-15-004-04-15 "Real Estate Appraisal Services - Pool"

2.) RFQ No. HCDD1-15-005-04-16 "Extension of Professional Engineering Services - Pool"

B.) Requesting approval to utilize the District's option to extend Service Contract No. HCDD1-14-005-03-25 "Hauling Services - Stone Rip Rap" for (1) one year under the same rates, terms and agreements.

C.) Pursuant to Texas Water Code Section 49.273 (I) and in the interest of expediting a project's progress, requesting authority/approval for the Drainage District General Manager or designee to execute change orders that involves and increase or decrease of \$50,000.00 or less.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/12/2015 04:52 PM
Final Approval	Monica Badillo	03/13/2015 05:20 PM
Form Started By: Jaime Salazar		Started On: 03/12/2015 03:14 PM
Final Approval Date: 03/13/2015		

AI -48899

8.

DRAINAGE DISTRICT

Meeting Date: 03/17/2015

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Interlocal Cooperation Agreement between City of Palmview and Hidalgo County Drainage District No. 1 for Drainage Improvements for La Homa Road; the District's participation is in the amount of \$128,133.33 from its General Fund-Aid To Other Governments

BACKGROUND

Fiscal Impact

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2015 05:01 PM
Final Approval	Monica Badillo	03/13/2015 05:20 PM
Form Started By: Lora Briones		Started On: 03/12/2015 04:07 PM
Final Approval Date: 03/13/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, 2015 by and between the City of Palmview, Texas hereinafter referred to as "City" and Hidalgo County Drainage District No. 1 hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSTH:

WHEREAS, US 83 Expressway between Showers Road and Inspiration Road was built in cooperation and coordination with Hidalgo County and Drainage, to facilitate and improve both roadway and drainage improvements within the water shed identified in Exhibit A.

WHEREAS, US Business 83 highway located South of US 83 Expressway and in City was also coordinated with Hidalgo County and District to facilitate and improve both roadway and drainage improvements within the water shed identified in Exhibit B.

WHEREAS, La Homa Road is to be extended to Business 83 to the north and aligning La Homa Road with Scott Lane to the South.

WHEREAS, such improvements to La Homa Road will require La Homa Road to cross over Hidalgo County Irrigation District No. 1 Canal with two 10 x 4 Box Culverts and connect to an existing drainage outfall (the "Work") that ties into Perezville drain which is a facility owned and operated by District that provides outfall for the water shed delineated in Exhibit A.

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

1. City agrees through its own forces or by third party contractor(s) shall construct two 10 x 4 Box Culverts in accordance with the specifications prepared by Sames Engineering dated February 4, 2015 as described in Exhibit D (the "Work") District agrees to pay City a lump sum of One Hundred Twenty Eight Thousand One Hundred Thirty Three with 33/100ths Dollars (128,133.33 within fifteen (15) days of City's invoice to Drainage for performance of the Work (the "District Payment").

2. The parties agree that all other costs associated with the Work shall be the responsibility of City in their entirety.
3. **Term.** The term of this Agreement shall be for the time period required to accomplish the Work which shall not exceed one (1) year from the date City receives the District Payment.
4. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
5. Following the District Payment, the District shall have no further obligation or responsibility for the Work.
6. **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 this 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 later 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.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto 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 both parties, and not otherwise.
9. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. 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. Section 271.903.

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 City: City of Palmview
Attention: Gerardo Perez, Mayor
400 W. Veterans Blvd.
Mission, Texas 78572

If to District: Hidalgo County District No. 1
Attention: Raul Sesin
902 N. Doolittle Road
Edinburg, Texas 78541

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.

11. **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.

12. **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.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the

meaning or interpretation of any provision of paragraph hereof.

14. **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.

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

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

CITY OF PALMVIEW

By: _____
Gerardo Perez, 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

AI -48925

9.

DRAINAGE DISTRICT

Meeting Date: 03/17/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Budget Amendment from the District's General Fund in the amount of \$211,802.71; monies are for the District's participation through Aid to Other Governments for two interlocal agreements:

- 1.) Interlocal Agreement with City of Palmview in the amount of \$128,133.33 for Drainage Improvements for La Homa Road.
- 2.) Interlocal Agreement with Pct.2 for the Hike & Bike Trail Project.

BACKGROUND

Note: Interlocal Agreement w/Pct.2 -Hike & Bike Trail is currently being drafted by legal; once item is cleared as to form from legal, it would be presented in the next available agenda for Board approval.

Fiscal Impact

Attachments

Interlocal Agreement City of Palmview La Homa Rd
Budget Amendment-M&O Bdgt 006

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2015 01:42 PM
Final Approval	Monica Badillo	03/13/2015 05:20 PM
Form Started By: Claudette Guerrero		Started On: 03/13/2015 01:10 PM
Final Approval Date: 03/13/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, 2015 by and between the City of Palmview, Texas hereinafter referred to as "City" and Hidalgo County Drainage District No. 1 hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

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

CITY OF PALMVIEW

By: _____
Gerardo Perez, 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

AI -48935

10.

DRAINAGE DISTRICT

Meeting Date: 03/17/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Approval to create one full-time Administrative Assistant Position; Slot No. 16, Budgeted Salary \$43,500.00, Effective 03-23-2015.

B. Approval of Salary Schedule and Budget Amendment to fund salary and fringes of the above-mentioned position.

BACKGROUND

Fiscal Impact

Attachments

Slot 16-Job Description

Salary Schedule

Budget Amendment -Salaries

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2015 05:01 PM
Final Approval	Monica Badillo	03/13/2015 05:20 PM
Form Started By: Claudette Guerrero		Started On: 03/13/2015 04:13 PM
Final Approval Date: 03/13/2015		

ADMINISTRATIVE ASSISTANT

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

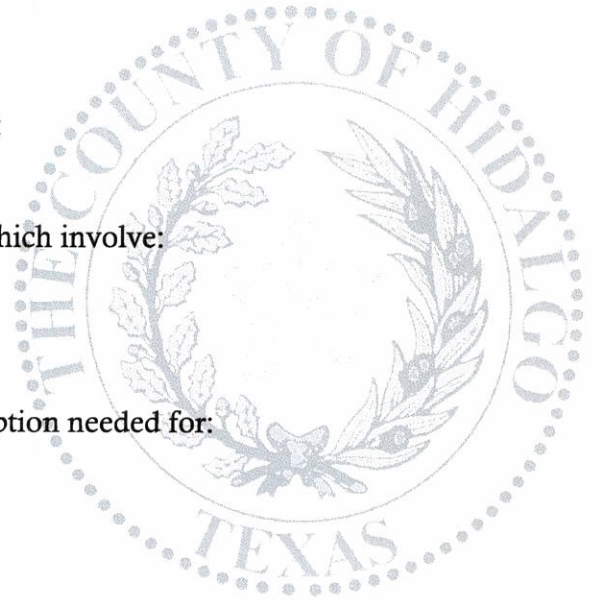
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



**HIDALGO COUNTY DRAINAGE DISTRICT #1
ADMINISTRATION - EMPLOYEES
2015 BUDGETED SALARIES ACCOUNT NO. 110-415-003**

Slot #	CLASSIFICATION	2015
1	FINANCIAL OFFICER	79,512.28
2	CONTRACTS MANAGER / AP CLERK	39,601.75
3	ACCOUNTING CLERK	32,869.71
4	ACCOUNTANT - PAYROLL	43,594.51
5	ACCOUNTANT - FUNDS	47,694.15
6	GIS OPERATOR	55,140.28
7	CUSTODIAN	22,101.70
8	SECRETARY	40,022.50
9	BUYER	56,142.83
10	HYDRAULIC ENGINEER	70,000.00
11	DISTRICT ADMINISTRATIVE ASSISTANT	70,677.58
12	CLERK	23,690.00
13	INFORMATION TECHNOLOGY TECHNICIAN	41,200.00
14	ADMINISTRATIVE CLERK	37,142.11
15	GENERAL MANAGER	180,000.00
16	ADMINISTRATIVE ASSISTANT	43,500.00

882,889.40
