

STATE OF TEXAS §

JOINT USE AGREEMENT

COUNTY OF HIDALGO §

This Agreement is entered into this the ____ day of _____, 2017, by and between Hidalgo County acting by and through its Urban County Program (the "County") and Hidalgo County Irrigation District No. Six ("Irrigation") as follows:

WHEREAS, Irrigation has a portion of an Irrigation canal right of way the description of which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "ROW"), and the County desires to make certain drainage improvements on a portion of the ROW;

WHEREAS, the County desires to jointly use the ROW by constructing storm water drainage boxes to cross Irrigation's main canal on the ROW;

WHEREAS, in consideration for Irrigation agreeing to this Joint Use Agreement County agrees at County's expense to maintain the concrete boxes crossing on Irrigation's ROW for County's drainage purposes; and

WHEREAS, the parties desire to enter into a Joint Use Agreement in order to utilize the ROW as described herein below.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the County and Irrigation that each of the parties hereto may use the ROW described above for the purposes expressed under the terms, conditions and covenants as follows:

1. Irrigation hereby consents to the use by the County in perpetuity of the ROW so that County may utilize the ROW for the installation, construction, repair and maintenance of drainage improvements within the Irrigation's ROW for storm water drainage purposes.
2. In consideration of the Irrigation's agreement to allow the County to utilize the ROW, County shall maintain at County's expense the storm water crossing and related County drainage improvements within the ROW.
3. Both Irrigation and County, agree that if their joint use of the ROW interferes with each other's use of the ROW and in the event, it is necessary for either Irrigation or the County to alter, modify, or add to the facilities presently located or to be located within the ROW, each party agrees to notify the other party at least sixty (60) days prior to any such activity and furnish necessary plans, specifications, and sketches showing the location and type of construction. Any such alterations, modifications, or additions shall be at the sole expense of the party conducting the same, and in, in the event it is necessary to relocate, alter, or modify the other party's improvements situated within the ROW, the party conducting the alteration, modification, or addition activities shall pay for all reasonable costs

necessarily incurred by the other party in relocating or altering their improvements to accommodate the new alterations, modifications, or additions to the improvements situated within the ROW.

4. If in the opinion of either party, such alteration, modification, or new construction will injure, impair, or adversely affect the other party's use of the ROW premises, such party may prescribe such reasonable regulations as necessary for its protection provided however, that such regulations shall not extend to rerouting or relocation of any structure or improvements outside of the ROW described in Exhibit "A".
5. In the event of any emergency, when immediate action is necessary for the protection of the public and to minimize property damage and loss of investment, either party hereto may make such necessary emergency repairs as required under the circumstances. Immediately following such repairs, the party making same shall notify the other party of its action in writing, as soon as practical.
6. County may, at County's sole discretion, assign any and all of County's rights and obligations hereunder as well as County's rights and interests in and to this Agreement to Hidalgo County Drainage District No. 1 (the "Drainage District") and Irrigation shall execute upon such assignment such documents reasonably required by Drainage District assuming County's obligations under this Agreement.
7. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
9. **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.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, reflecting the subject matter hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by Irrigation and County have been duly authorized by all necessary laws, resolutions or governing body action of the parties and this Agreement constitutes the valid and enforceable obligations of Irrigation and County in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

ATTEST:

Arturo Guajardo, County Clerk

HIDALGO COUNTY

Ramon Garcia, County Judge

**HIDALGO COUNTY IRRIGATION DISTRICT
NO. SIX**

By: _____
Name: _____
Its: _____,

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

By:  _____
Stephen L. Crain

EXHIBIT "A"
1 OF 2



METES AND BOUNDS DESCRIPTION
0.46 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel H.C.I.D. No. 6

A tract of land containing 0.46 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 207, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 0.46 acres of land also being more particularly described as follows;

BEGINNING on an iron rod found on the southeast corner of said Lot 207 and the North right-of-way of a 27.8 foot (10Vrs) Road, **THENCE, N 08° 56' 37" E**, along the East line of said Lot 207, a distance of 28.74 feet to South line of Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE, N 84° 55' 35" W, along the South line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, a distance of 180.41 to the southwest corner of this tract;

THENCE, N 08° 56' 37" E, a distance of 110.25 feet to the South line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the northwest corner of this tract;

THENCE, S 84° 55' 35" E, along the South line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, a distance of 180.41 to the East line of said Lot 207, for the northeast corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 207, a distance of 110.41 feet to the **POINT OF BEGINNING**, containing 0.46 acres of land, more or less.